



भारत संचार निगम लिमिटेड  
**BHARAT SANCHAR NIGAM LIMITED**  
(भारत संचार निगम लिमिटेड) / (A Government of India Enterprise )

**BID DOCUMENT**

**E-TENDER FOR TRANSPORTATION OF BSNL MATERIAL / STORE**

within Tamil Nadu and anywhere in India

under DGM Transmission Planning, Chennai Telecom District

Tender published online on website – <https://etenders.gov.in/e procure/app>

NIT No. AGM (TP)/CHTD/Transportation/2021-22/dated @ CNI-34 THE 19.05.2022

**PART-A QUALIFYING BID**

Bharat Sanchar Nigam Limited  
Chennai Telephones  
Assistant General Manager (TP)  
O/o PGM (CFA),  
No.2,Kushkumar Road,  
Nungambakkam,  
Chennai - 600 034.  
**Tel No: 044-28241844**

Visit us at: [www.chennai.bsnl.co.in](http://www.chennai.bsnl.co.in)

**Date of Tender Opening: 09/06/2022**

**Validity of bids: 180 days**

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**Part-A: Qualifying Bid**

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**SECTION-I**



**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)  
O/o The PGM (CFA), TENDER SECTION,  
No: 2, KUSHKUMAR ROAD, NUNGAMBAKKAM, CHENNAI-34.

From:  
AGM (TP)  
BSNL, Chennai Telephones  
2, Kushkumar Road, Chennai – 600034  
Ph: 044-28241844

To: Prospective Bidders

**Notice Inviting Tender**

**NIT No. AGM (TP)/CHTD/Transportation/2021-22/ DATED @ CNI-34 THE 19.05.2022**

**Tender published online on website – <https://etenders.gov.in/e procure/app>**

**Digitally sealed online tenders [E-tenders (Digitally Signed)], on rupee payment basis are invited by PGM (CFA),No.2,Kushkumar Road, Nungambakkam, Chennai - 600 034 in Single Stage Bidding and Two stage Opening using two Electronic Envelopes [Techno-Commercial (Qualifying Bid) & Financial Bid ] for and on behalf of BSNL, Chennai Telecom District from experienced contractors / firms.**

**1. Description of works..**

**Transportation of BSNL material/ store within TAMILNADU and anywhere in India.**

<b>Jurisdiction</b>	<b>Estimated cost of Work in Rupees.</b>	<b>EMD in Rs. (2% of total estimated cost)</b>	<b>Cost of Bid Document (non-refundable) in</b>
Transportation of BSNL Materials/stores inclusive of loading and unloading charges from anywhere in India to TX Stores, CHTD, Chennai..	Rs.6,00,000/-	Rs.12,000/-	Rs.590/- (including 18 % GST)

Note: BSNL-CHENNAI TELEPHONES, at the time of award of work under the contract, reserves the right to decrease or increase the work by up to 25% of the total quantum of work specified in the schedule of requirements without any change in the rates or other Terms and Conditions.

**3. Eligibility Criteria:**

3.1 Experience Certificate:-The bidder should have experience certificate of satisfactory performance in similar nature of works and services for 30 percent of the estimated cost from the prospective agencies issued by the competent

authority of a PSU/ Central/ State Govt. organization for satisfactory performance of similar contract on transportation of stores during the last five financial years (Say 2016-17 to 2020-21)

- 3.2 The full details of the vehicles (Minimum one truck capacity of 10 MTs and one truck capacity above 5 MTs upto 10 MTs in ownership/lease in the name of the bidding firm) and a clear declaration that the firm will be able to supply commercial vehicles of requisite model shall be provided.
- 3.3 The tenderer who's near relative(s) is/are employed in BSNL, is not eligible to participate in the tender, as per limitations mentioned in Section XIII ANNEXURE-A.
- 3.4 Contractor should have the valid EPF registration certificate on the date of issue of NIT.
- 3.5 Contractor should have the valid ESI registration certificate.
- 3.6 Contractor should have the valid GSTIN registration certificate.
- 3.7 The bidder should have a valid PAN No.
- 3.8 A self-declaration along with the evidence that the bidder is not black listed by GST/BSNL authorities.
- 3.9 In case of multiple GST numbers, all the numbers to be provided as Annexure.
- 3.10 In case of MSME (Micro and small enterprises) units the bidder should declare UAM number (Udyog Aadhar Memorandum) on CPPP portal. The bidders who fail to submit UAM number shall not be able to avail the benefits (exemption from tender fee and EMD) available to MSEs as contained in Public procurement policy for MSEs order, 2012 issued by MSME. The undertaking regarding submission of UAM number on CPPP portal is to be uploaded online.

Note :In case, supplier gets black-listed during the tenure of BSNL contract, then BSNL has the right to recover the Input Credit Loss suffered by it due to any default by the vendor.

4. Period of contract:

The period of this contract will be one year from the date of agreement. However, the BSNL reserves the right to extend the contract further, in terms of six months or less, up to one year on the same rates, terms & conditions, which shall be binding on the contractor.

5. Date of sale of tender document, Last date of submission of bid, Date of opening of Bids:

Availability of Tender Document Online on e-tendering portal	Deadline for Submission of Physical envelope to BSNL O/o AGM(Tender), CHTD and e-Bids Online on e-tendering E tender portal	Date & Time of opening of Physical Envelope	Date of Opening of Bids Online	
			Qualifying Bid	Financial Bid
from 10:00 hrs on 20/05/2022 to 11:00 hrs on 08/06/2022	Upto 11:00 hrs on 08/06/2022	At 11:30 hrs on 09/06/2022	At 11:30 hrs on 09/06/2022	To be opened after approval of Technical Bid

**Note: The price of bid document along with GST shall not be refundable.**

6. If the date of opening of the bids happens to be holiday, the tenders will be opened on the next working day at the same time and the same venue.
7. The tender is invited through **e-tendering process** through the Central Public Procure Portal (<https://www.etenders.gov.in/eprocure/app>). Kindly refer Section-VI of Tender document for further instructions on e-tendering. Prospective bidders should get their registration done well in time on the e-tender portal and obtain the Digital Signature Certificate (DSC) from the authorized CA, which is essential for participating in the

tendering process. This link can also be visited using our website i.e. [www.bsnl.co.in](http://www.bsnl.co.in), (by clicking the link for e-tendering the home page).

8. Tender will not be accepted / received on the e-tendering portal after due date and time. The officer in-charge of BSNL reserves the right to reject any or all tenders without assigning any reason whatsoever.
9. As the tender is invited through e-tendering process, physical copy of the tender document would not be available for sale. The bidder needs to download the tender document using the link as mentioned above.

All the documents in Qualifying Bid –Part-A and Financial bid-Part B are to be uploaded in the respective electronic envelopes/parts on e-tender portal

The Earnest money deposit (EMD) in the form of demand draft or Bank Guarantee on or after the date of NIT from any nationalized / scheduled bank of the Reserve Bank of India, drawn in favour of “AO (Claims),COBA, BSNL , Chennai Telephones” shall be scanned & uploaded to the e-tendering website within the period of tender submission. The validity of the EMD in the form of DD shall be 90 days from the date of NIT. The EMD can also be submitted in the form of Bank Guarantee (BG) subject to the condition given below.

Original BG should be submitted by the bidder which is issued on or after the date of NIT and it should be valid for a period of one year initially. If the bidder submits the BG for EMD only along with tender schedule, L-1 bidder has to submit the BG for balance SD amount at the time of agreement. Both the BGs should be valid at least for one year from the date of NIT.

Cost of Bid Document amounting to Rs.590/- (in the form of Demand Draft) drawn in favour of “AO (Claims),COBA, BSNL , Chennai Telephones” shall be scanned & uploaded to the e-tendering website within the period of tender submission.

10. Last date and time of submission of tender document:

- i) Date & Time of submission of Tender bids online on or before 08 /06/2022 (Tender closing date) upto 11:00 hrs.
- ii) Envelope containing offline document should be submitted on or before 08/06/2022 up to 11:00 hrs.
- iii) Date and time of opening of Tender: 09/06/2022 at 11:30 hrs.

11. The units registered under single point registration scheme of NSIC/MSME units for transportation works are exempted from payment of cost of the tender document. Such bidders shall have to upload the document in proof of registration of valid NSIC/MSME for carrying out transportation works along with bid document.
12. The successful NSIC/MSME bidders shall have to submit an equivalent to 3 % of the tender approved value in the form of Performance Bank Guarantee (PBG), as per letter of intent (LoI).
13. If a vendor registered with body specified by Ministry of Micro, small and medium enterprise claiming concessional benefits (such as exemption from Tender Fee and EMD) is awarded work by BSNL and subsequently fails to obey any of the contractual obligation, he may be debarred from any further work /contract by BSNL for one year from the date of issue of such order and MSME authority issuing the certificate shall also be informed for taking suitable action.

AGM (TP)  
BSNL, Chennai Telephones  
2, Kushkumar Road, Chennai – 600034  
Ph: 28241844

**The queries in respect of this bid document, if any, can be submitted through Email latest upto 26-05-2022.**

<b>BSNL Contact-1</b>	
BSNL's Contact Person	AGM (Tender)
Telephone & Mobile	9444960580
E-mail ID	agmtenderchtd@gmail.com
<b>BSNL Contact-2</b>	
BSNL's Contact Person	AGM (TP)
Telephone & Mobile	9444987878
E-mail ID	agmtp2@gmail.com

----- END OF SECTION-I -----

**SECTION II**  
**Tender Information**

**1. Type of tender: Single stage submission & two stage opening.**

Digitally sealed online bids are to be submitted in Single Stage Bidding and two stage opening e-tendering process using two electronic Envelopes from the eligible bidders by the time and date specified in the Bid Document.

**Note:** The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only, shall be opened.

**2. Bid Validity Period** - The bid will remain valid for **180 days** from the tender opening date. A Bid value for a shorter period shall be rejected by the purchaser of non responsive.

**3.** The electronic envelopes will contain documents satisfying the eligibility / Technical & commercial conditions in first envelope called **Techno-commercial** envelope and second envelope called as **Financial Envelope** containing financial bid/ quote.

**a. Techno-commercial envelope shall contain :-**

- 1) Scanned copy of receipt/Demand draft/Bankers Cheque/BG Proof for on line payment of requisite value for the Bid security/EMD
- 2) Scanned copy of payment of cost of tender document i.e. tender fee.
- 3) Certificate(s) showing fulfilment of the eligibility criteria(s) stated in Clause 3 of the Detailed NIT.
- 4) Power of Attorney (POA)& authorization for executing the power of Attorney in accordance with Clause 11 of Section IV Part A.(not required in case of Proprietary / partnership firm if the proprietor/partnership himself signs the documents) and board resolution in favour of authorized signatory.
- 5) Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be.
- 6) Details of the firm along with List of Directors on the Board of the Company, list of partners, as applicable.
- 7) Attestation of the signature of the authorized signatory, issuing POA, by Bank.
- 8) Tenderer's Profile duly filled & signed as per Section-III.
- 9) Indemnity bond declaration for indemnifying BSNL against any non-compliance by bidder towards all applicable statutory requirements, if work is awarded, as per Annexure-A.
- 10) Letter of authorization for attending bid opening event as per Section - XVI .
- 11) No Near-Relationship Certificate duly filled & signed as per Section XIII annexure A.
- 12) Undertaking & declaration duly filled & signed as per Section- XII
- 13) Tender / Bid form-Section XVI.
- 14) Copy of PAN card.
- 15) Copy of GST registration.
- 16) Copy of MSME registration if applicable
- 17) Copy of ESI/EPF registration if applicable

**b. Financial Envelope shall contain** Electronic Form- financial along with Price Schedule (Section XVI with all relevant bid annexure

The documents are required to be submitted offline (i.e., offline submissions) as in Section VI Clause 5.1. to AGM (Tender), O/o General Manager CFA, No. 2 Kush Kumar Road, Nungambakkam, Chennai -34.

----- **END OF SECTION-II** -----



**SECSECTION III**  
**TENDERER'S PROFILE**

**General:**

1. Name of the tenderer / firm \_\_\_\_\_
2. Name of the person submitting the tender whose photograph is affixed and who possesses the Digital Signature Certificate(DSC).
  - (a) Shri/Smt \_\_\_\_\_
  - (b) DSC Issuing Agency.....

Paste colour passport size photograph of the tenderer/authorized signatory holding power of Attorney and having Digital Signature Certificate. Photograph should be self-attested.

**(In case of Proprietary / Partnership firms / Company, the tender has to be digitally signed by Proprietor / Partner(s) / authorized signatory only, as the case may be)**

3. Address of the firm  
.....  
.....
4. Correspondence Address  
.....  
.....  
.....
5. Tel.no. (with STD code) (Off) ..... (Res).....
6. Mobile No: ----- email-id: -----  
(Note: These contact details shall be used to communicate with the tenderer /contractor and any communication sent there on shall be taken as proper communications under this contract)
7. Registration & incorporation particulars of the firm (Tick as applicable):  
(i) Proprietorship (ii) Partnership (iii) LLP (iv) Private Limited (v) Public Limited  
  
(Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)
8. Name of Proprietor/ Partners/ Directors  
.....  
.....

CHENNAI TELEPHONES DISTRICT

9. Tenderer's Bank Details:  
a. Name of Bank.....  
b. Name of Branch.....City.....  
c. Branch Code.....IFSC Code.....
10. Permanent Income Tax Account Number (PAN) , .....  
Income Tax circle.....
11. EPF registration number. ....
12. ESI registration number.....
13. GSTIN registration number.....  
Whether Micro, Small or Medium Enterprises (MSMEs)?  
(Yes/No):.....  
If Yes,  
Validity: from..... to.....  
Monetary Limit.....  
Type of Work: .....

Place: Signature of tenderer / Authorized signatory.....

Date: Name of the tenderer.....

Seal of the tenderer

----- **END OF SECTION-III** -----

## **Section IV**

### **Instruction to Bidders**

#### **A. INTRODUCTION:**

##### **1. DEFINITIONS**

- a. President of India:** The President of India means the President of India and his successors.
- b. Government of India:** The Government or Government of India shall mean the President of India.
- c. The BSNL** means Bharat Sanchar Nigam Limited, the company with Chairman & Managing director and Board of directors, with Head Quarter at New Delhi.

All references of:

Department  
Chief General Manager  
Principal General Manager  
Sr. General Manager/ General Manager  
Addl. General Manager/ Joint General Manager  
Deputy General Manager / Deputy General Manager (Projects)  
Divisional Engineer /Divisional Engineer (Projects)  
Sub Divisional Engineer  
Junior Telecom Officer  
Chief Accounts Officer  
Accounts Officer Assistant  
Accounts Officer Junior  
Accounts Officer

Including other officers in the BSNL, whatever designations assigned to them from time to time, who may be the in-charge of direction, supervision, including their successor(s) in the office appearing in various clauses shall be taken to mean the BSNL, an enterprise, under the Ministry of Communications and Information Technology, Government of India.

- d.** The jurisdiction of GM/Addl.GM/DGM/DET shall mean the territorial area under their control for the purpose of administration and management of the projects and other associated functions.
- e.** Representative of GM/Addl.GM/DGM/DET means Officer and staff under their control for the time being deputed for supervising the work.
- f.** Engineer-in-charge: The Engineer-in-charge means the Engineering Officer nominated by the GM/Addl.GM/ DGM to supervise the work, under the contract. (Minimum Divisional Engineer level officer to be nominated while approving the work order).
- g.** Site Engineer: Site Engineer shall mean a JTO/SDE/DE of the BSNL who may be placed by the work order issuing authority for supervising the work.
- h.** The words bidder and tenderer have been used interchangeably.
- i.** Contract: The term contract means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the BSNL and the contractor, together with the documents referred to therein including these conditions, the specifications and instructions issued from time to time, by the engineer in-

charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

- j.** Contractor: The contractor shall mean the individual, firm or company, approved to undertake the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- k.** Work: The expression “works” shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- l.** Normal time or stipulated time: Normal time or stipulated time means time specified in the work order to complete the work.
- m.** Extension of Time: Extension of Time means the time granted by the BSNL to complete the work beyond the normal time or stipulated time. The EOT may be with/without Liquidated damages as may be decided by the competent authority.
- n.** Excepted risk: Excepted risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government damages from aircraft, acts of God, such as earthquake, lightning and unprecedented floods and other causes over which, the contractor has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the government of the part of the work, in respect of which a certificate of completion has been issued.

## **2. ELIGIBILITY OF BIDDERS:**

The invitation of bids is open to all bidders as per the eligibility mentioned in NIT of this tender document.

## **B. THE BID DOCUMENTS**

### **3. BID DOCUMENTS:**

3.1 The construction work to be carried out, goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

#### **3.1.1. Part-A (Qualifying Bid):**

- 3.1.1.1 Notice Inviting Tender
- 3.1.1.2 Bid form
- 3.1.1.3 Tenderer’s Profile
- 3.1.1.4 Instruction to Bidders
- 3.1.1.5 General (commercial) conditions of the contract
- 3.1.1.6 E-tendering Instructions to Bidders
- 3.1.1.7 Special Conditions of Contract
- 3.1.1.8 Important Instructions
- 3.1.1.9 Scope of Work and jurisdiction of the contract
- 3.1.1.10 Bid Security/EMD and PBG format
- 3.1.1.11 Performa of Agreement.
- 3.1.1.12 Undertaking and declaration
- 3.1.1.13 Annexure-A Proforma of No Near Relative Certificate.
- 3.1.1.14 Annexure-B Declaration about Genuineness of Documents/Certificates

### 3.1.2 Part-B (Financial Bid)

#### 3.1.2.1 Schedule for Quoting of Rates (Section XVI).-

**3.2** The Bidder is expected to examine all instructions, forms, terms & conditions and the specifications in the bid documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

## **4. QUERIES ON BID DOCUMENTS:**

A prospective bidder, requiring any clarification of the Bid Documents shall notify the tender issuing authority in writing at the e-mail id indicated in the NIT for Bids. It may be appreciated that such communications are preferably done through e-mail only as any other mode of communications may result in delay for which BSNL shall not be responsible. The tender issuing authority shall respond in writing, to the same email id, to any request for clarification of the Bid Documents, which it receives not later than 14 working days prior to the date of opening of the bids. Copies of such queries (without identifying the source) and the clarifications, if any, by the tender issuing authority shall be placed on e-tendering website in form of Addendum/Corrigendum and all such clarifications issued by the tender issuing authority will form part of the bid document.

## **5. AMENDMENT OF BID DOCUMENTS:**

At any time, prior to the date for submission of bids, the tender issuing authority may, for any reason whether Suo-moto or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments. Queries/clarifications sought up to Fourteen days prior to date of bid submission shall be entertained. Any query/clarification sought less than Fourteen days prior to bid opening date shall not be considered for reply/clarification.

The amendments shall be notified in writing to such prospective bidders who seek clarifications on their mail id, besides uploading the same on e-tendering portal.

In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the tender issuing authority may, at its discretion, extend the deadline for the submission/opening of bids suitably.

All the amendments/corrigendum/addenda/extension of date(s) shall be published only on e-tendering website i.e. [www.etenders.gov.in/eprocure/app](http://www.etenders.gov.in/eprocure/app). Therefore, the prospective bidders are advised to visit the website regularly.

## **C. PREPARATION OF BIDS**

### **6. Cost of Bidding:**

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

### **7. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:**

The bidder shall submit the following documents online on the e-tender portal (along with the Qualifying Bid) for establishing the bidder's eligibility which are mandatory:

<b>List of Documents in the ‘Technical Bid Folder’ to be uploaded on e-tendering portal</b>
1. Scanned copy of the duly filled and signed Bid Form, Section-II of the tender document.
2. Scanned copy of the duly filled and signed Tenderer’s Profile, Section-III of the tender document.
3. Scanned Copy of receipt / Demand Draft /Bankers Cheque /BG proof for on line payment of requisite value towards the price of tender document as per NIT.
4. Scanned copy of receipt / Demand Draft / Bankers Cheque/BG proof for on line payment of requisite value for the Bid Security/EMD as per NIT.
5. Scanned copy of PAN card, scanned copy of Experience certificate & Declaration certificate regarding supply of commercial vehicle as per NIT.
6. Scanned copy of the valid EPF Registration Certificate.
7. Scanned copy of the valid ESI Registration Certificate.
8. Scanned copy of the valid GSTIN Registration Certificate.
9. Scanned copy of the documents, as applicable, in support of registration of the Company/Firm/Proprietorship: > The registration of the firm, authenticated copy of partnership deed in cases of partnership firm. > Scanned attested copy of Articles of Association duly registered with Registrar of Company affairs, in case of Limited/Pvt. Limited Company. > Duly executed Affidavit, stating that tenderer is the sole proprietor of the firm or any document issued by the taxation authorities stating that tenderer is the sole proprietor of the firm, in case of proprietorship firm.
10. Scanned copy of Registered Power of Attorney (duly registered with sub-registrar) / Resolution of Board of Directors, authorizing individual(s) including the person with whose DSC the tender is submitted on e-tendering portal (if and as applicable).
11. Signed tender document on each and every page without any alternation/ digitally uploaded in PDF format with digital signature of the authorized signatory on the document without any alternation.
12. Scanned copy of No Near relative certificate(s) in the prescribed pro-forma as per Annexure-A.
13. Scanned copy of duly completed Declaration about Genuineness of Documents/Certificates as per Annexure-B.
14. Scanned copy of MSE certificate in case bidder is an MSE bidder along with undertaking regarding submission of UAM number on CPPP portal.
15. A self-declaration along with the evidence that the bidder is not black listed by GST / BSNL authorities.

*Note:* Self attested copy of all above mentioned documents are required to be uploaded alongwith the bid otherwise bid will be liable to be rejected.

**8. BID SECURITY(EMD):**

8.1 The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount as mentioned in NIT. No interest shall be paid by the BSNL on the bid security for any period, whatsoever.

8.2 The bid security is required to protect the BSNL against the risk of bidders conduct, which would warrant the security’s forfeiture, pursuant to para 8.7.

8.3 Bid Security shall be paid in the form of Demand Draft/ Banker's Cheque/Bank Guarantee issued by a Nationalized/ Scheduled Bank, drawn in favour of "AO (Claims),COBA, BSNL, Chennai Telephones". Original DD of Bid Security shall be attached as part of document under technical bid para 7.4. in Physical Form. Scanned copy of the same DD shall be uploaded online while bidding.

**Note: The MSE bidders are exempted from payment of bid security:**

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- c) MSE unit is required to submit its monthly delivery schedule.
- d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits (Exemption from Tender cost and EMD) 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 issue of such order.
- e) MSE (Micro and small enterprises) bidder should declare UAM number on CPPP portal. The bidders who also fail to submit UAM number shall not be able to avail the benefits (Exemption from Tender cost and EMD) available to MSEs as contained in Public procurement policy for MSEs order, 2012 issued by Ministry of MSME. A mandatory undertaking from MSME bidders regarding declaration of UAM number on CPPP to be obtained.

8.4 A bid not secured in accordance with para 8.1 & 8.3 shall be rejected by the BSNL as non-responsive.

8.5 The bid security of the unsuccessful bidder will be refunded as promptly as possible after finalization of the contract but not later than 30 days after the expiry of the period of bid validity prescribed by the BSNL.

8.6 The successful bidder's bid security will be refunded after signing of agreement with the approved bidder.

8.7 The bid security shall be forfeited:

- 8.7.1 If a bidder withdraws his bid during the period of bid validity specified in the bid document or
- 8.7.2 If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the BSNL or
- 8.7.3 In case of a successful bidder, if the bidder fails:
  - (i) to sign the agreement in accordance with Section XI, or
  - (ii) to observe material terms and conditions stipulated in the tender document including mandatory legal requirements eg. Labour, taxation laws.

**9 BID PRICES:**

9.1 The transporter shall quote price as per schedule given in Section-XVI for transportation of all type of BSNL material/Store. The composite price should include all type of Taxes and levies (except Goods and Service Tax (GST)) etc. as applicable from time to time and shifting charges of store/ equipment from equipment room/store dump.

9.2 Prices shall be quoted by the bidder in the schedule of quoting rates (Financial Bid). Prices quoted at any other place shall not be considered. Quoted rates shall be inclusive of all

charges and levies but exclusive of Goods and Service Tax (GST) which shall be paid extra as applicable.

- 9.3 The price 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.
- 9.4 Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the schedule of quoting rates (Financial Bid). Bidders desiring to offer discount shall therefore modify their offers suitably while quoting.

#### **10. PERIOD OF VALIDITY OF BIDS:**

Bid shall remain valid for 180 days from date of opening of the bid (Qualifying Bid). A Bid valid for a shorter period shall be rejected by BSNL as non-responsive.

In exceptional circumstances, the tendering authority may request the consent of the bidder for an extension of bid validity for a period of up to 120 days. The request and response thereto, shall be made in writing. A bidder accepting the bid and granting extension will not be permitted to modify its bid.

#### **11. SIGNING OF BID:**

- a. The bidder shall prepare, as a part of his bid, the bid documents (in original) duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract.
- b. The bid shall contain no inter lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed with date by the person or persons signing the bid.

#### **Power of Attorney:**

- a) The power of attorney in original, in case, person other than the sole proprietor/ authorized signatory has signed the tender document, shall be on a non-judicial stamp paper of appropriate value in case same has been executed in between blood relations and in other cases, it should be on a non-judicial stamp paper of Rs.100/- and should be attested by the Notary Public or same should be registered before the sub registrar. The power of attorney in original should be submitted.
- b) The power of Attorney in original is executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the company/ institution/ Body corporate.
- c) In case of the bidder being a partnership firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- d) Attestation of the specimen signature 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.
- e) In case the representative of bidder company who uploads the document on e-tender portal using his Digital Signature Certificate (DSC) is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the document on e-tender portal using DSC issued in his name shall also be made as one of the power of attorney holder by the bidder company, in addition to the authorized signatory for the bid.

#### **D. SUBMISSION OF BIDS**

##### **12. Method of Preparation & Submission of Bids in e-Tendering System:**

12.1 Bid should be submitted in the following manner:

###### **12.1.1 Documents to be submitted-**



All the documents in Qualifying Bid –Part-A as mentioned in Clause 7 of this section and **Financial Bid-Part-B** as mentioned in clause 3 of this section are to be uploaded in the e-tender portal including proof of deposit of EMD, Cost of Tender document

The envelope must be superscribed as below and should be submitted on or before the last date of submission of documents.-

<b><u>Envelope for Tender cost &amp; Authorization'</u></b>	
NIT No	Dated
"Tender for ..... "	
To AGM (Tender) BSNL, Chennai Telephones 2, Kushkumar Road, Chennai – 600034	
From ..... ..... .....	

- (i) Original Demand Draft(DD) / Banker Cheque– drawn in favour of "AO (Claims),COBA, BSNL CHTD ", issued by any scheduled bank towards the payment of payment of Bid Security/EMD.
- (ii) Original Demand Draft(DD)/ Banker Cheque– drawn in favour of "AO (Claims),COBA, BSNL CHTD"., issued by any scheduled bank towards the payment of Price of Bid Document .
- (iii) Original Power of attorney for authorisation to sign and upload the bid.

**Note:** Please note that the submission of above documents is the prerequisite before bid opening on e-tendering website meaning thereby in the absence of these documents e-bid of such tenderer will not be opened. These document should be part of Off-Line submission.

*All the above documents should be self-attested by the tender signing person.*

**12.1.2 Submission of Bids on e-tendering website-**

The bidder shall upload his bid for this tender in two separate folders marked as 'Qualifying Bid', and 'Financial Bid'.

The bid folders shall contain the documents as given below-

- a) **'Qualifying Bid' folder** –The scanned documents in electronic form as per clause 7 of Section IV must be uploaded in this folder.
- b) **'Financial Bid' folder-** The Rates duly quoted in the prescribed format as given Section-XVI, Schedule for Quoting the Rates.

- 12.2 The tenders which are not submitted in above mentioned manner shall be summarily rejected.
- 12.3 The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.
- 12.4 Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted.

**13 SUBMISSION OF e-BIDS:**

- 13.1 e-Tenders should be submitted strictly as per the procedure mentioned in clause 12 above. The tenderer is to ensure submission of the Qualifying Bid and Financial Bid online as mentioned above. The BSNL shall not be held responsible for delivery of bid to the wrong address or wrong submission/non-submission of the bids online.
- 13.2 If tender opening day is declared as holiday by the government then the bids technical or financial will be opened on the next working day. The Time & Venue will remain unchanged.

**13.3 LATE BIDS:**

Tenders shall not be accepted online after the specified date and time of closing of the tender. It is the sole responsibility of the tenderer that he should ensure timely online submission of tender and in the manner prescribed therefore by the e-tendering website. The time settings fixed in the server side & displayed at the top of the e-tendering site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

- 13.4 Post Bid submission: No documents post bid submission shall be entertained/taken. Any deficient bid in this regard may be summarily rejected. However, any clarifications on the submitted bid documents may be sought to examine and evaluate the bid, if required for the sake of clarity.

**14. MODIFICATIONS AND WITHDRAWAL OF BIDS:**

- 14.1 The bidder may modify or withdraw his bid before the due date and time of submission in the manner prescribed therefore by the e-tendering website.
- 14.2 No bid can be modified subsequent to the deadline for submission of bids.

**E. BID OPENING AND EVALUATION:**

**15. OPENING OF BIDS BY THE BSNL:**

The Physical Envelope marked as '**Tender cost & Authorization Envelope**' shall be opened first and examined by the designated Tender Opening Committee (TOC) of BSNL. The TOC shall ascertain that the documents submitted in the physical envelope meet the requirements of eligibility for opening the qualifying bid of a bidder for this tender then only the TOC shall open and download the Qualifying Bids online after the due date and time by logging into the e-tender portal. The bidders whose Physical Envelopes are either not received in time or the documents do not meet the preliminary requirement of eligibility, their bids shall not be opened/downloaded from the E tender portal.

The bid opening committee shall count the number of bids downloaded from the e-tendering portal and assign serial numbers to the bids. For example, if 10 tenders have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members of TOC shall initial on all the bids downloaded with date.

After opening the qualifying bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members and TOC should prepare and submit TOC report.

The Qualifying Bids downloaded shall be evaluated by the designated TEC and the result of evaluation after approval by the competent authority shall be uploaded on the E-tender portal for information of all concerned clearly mentioning the qualified bidders and not qualified bidders (with reasons for non qualification).

The **FINANCIAL BID** shall be opened in the following manner:

- i) The folder marked “**Financial Bid**”, will be opened only for those bidders who have been found eligible after evaluation of Qualifying Bids.
- ii) The date and time of opening of Financial Bid shall be notified on e-tendering portal for information of all the bidders.
- iii) After opening the “Financial Bid” the TOC shall prepare the report containing the bidder’s name, bid prices, modifications, etc.
- iv) In case there is a discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quoted rates in words shall prevail.

#### **16. CLARIFICATION OF BIDS BY THE BSNL:**

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

#### **17. VERIFICATION OF BIDS:**

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 BSNL at its discretion may call for any clarification regarding the document within a stipulated time period. In case of non-compliance to such queries, the bid shall be out rightly rejected without entertaining further correspondence in this regard.

#### **18. PRELIMINARY EVALUATION:**

BSNL 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.

Prior to the detailed evaluation, the BSNL will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without deviations.

The BSNL 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 the bidder.

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

#### **19. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**

The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive.

BSNL shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the basis of composite rate.

Bidder quoting the lowest rates will be L-1 for this tender.

**20. CONTACTING THE BSNL:**

20.1 No bidder shall try to influence the BSNL on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.

20.2 Any effort by the bidder to modify his bid or influence the BSNL in the BSNL's bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid.

**21. AWARD OF CONTRACT & DISTRIBUTION OF WORK:**

21.1 The BSNL shall consider award of contract only to L-1 bidder whose offers have been found technically, commercially and financially acceptable. The L-1 bidder is one who quotes the lowest rate.

21.2 In case L-1 Bidders are more than one, the work will be distributed equally among the bidders.

**22. BSNL'S RIGHT TO VARY QUANTUM OF WORK:**

The quantity stipulated in the tender are estimated and the BSNL reserves the right to vary the value of works to the extent of -50% to +50% of contract value during contract period at the same rates and terms & conditions with prior approval of the tender approving authority.

However, **in exceptional circumstances only**, due to change in scope of work or otherwise, any variation in the value of work may be permitted upto 100% of contract value with prior approval of the next higher authority after recording adequate reasons and justification for the same.

**23. Liability:**

BSNL will not be liable to the contractor for any losses or damages, costs, charges which the contractor may in any way sustain/suffer due to non-issue of work order/delay in making store available.

**24. BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

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

**25. ISSUE OF LETTER OF INTENT:**

25.1 The issue of letter of intent shall constitute the intention of the BSNL to enter into the contract with the bidder. Letter of intent will be issued as offer to the successful bidder.

25.2 The bidder shall within 14 days of issue of letter of intent, give his acceptance along with Performance security deposit in conformity with clause 4(a) of Section V, provided with the bid documents. However, Tender Issuing Authority reserves the right to extend the time limit if the reasons on which extension is sought deemed fit.

**26. SIGNING OF AGREEMENT:**

26.1 Once tender is approved by the competent authority and LoI is issued, the contractor shall deposit the performance bank guarantee (PBG) in the form of Bank guarantee (BG) within 14 working days.

26.2 An agreement shall be signed after submission of PBG.

**27. ANNULMENT OF AWARD:**

Failure of the successful bidder to comply with the requirement of clause 25 of section IV shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event; the BSNL may award the work to any other bidder at the discretion of the BSNL or call for new bids.

**28. SECURITY CLAUSE:**

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

**29. ACTION By PURCHASER AGAINST BIDDER(S) / VENDOR(S) IN CASE OF DEFAULT:**

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

- (a) Failure to perform any other obligation(s) under the Contract; and
- (b) Or any other default whose complete list is enclosed in Appendix-1 of Section-IV; Purchaser will take action as specified in Appendix-1 of Section-IV

**SPECIAL INSTRUCTIONS TO BIDDERS**

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

**1. Eligibility Conditions**

- 1.1 The eligible bidder(s) should be a registered Indian company.
- 1.2 The bidder should possess sufficient experience in duct related works.
- 1.3 The bidder should have sound financial background and workforce. Proof of turnover of 2 previous years shall be attached.
- 1.4 The company should possess valid GST registration and should have valid PAN No.
- 1.5 The Bidder should not have been black-listed by Central/ State Governments/ PSUs. A self-declaration may be submitted along with the bid document.
- 1.6 The bidders shall submit necessary documentary proof (self-attested) showing that they meet the eligibility criteria along with their bid.

**2. Distribution of Quantity**

- (i) The Purchaser intends to limit the number of technically and commercially responsive 3 bidders 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. The distribution of the quantity shall be as given in the Table-1 or Teble-2 below.

Table -1

(Without Provision for MSE Units)

No. of bidders to be approved	Quantity allotted to the respective bidder		
	L1	L2	L3
One bidder	100%	NIL	NIL
Two bidders	60%	40%	NIL
Three bidders	50%	30%	20%

Table -2  
(With Provision for MSE Units)

No. of bidders to be approved	Quantity allotted to the respective bidder (Column-2)			Qty earmarked for MSE bidder(s)
	L1	L2	L3	25%
One bidder	75%	NIL	NIL	25%
Two bidders	45%	30%	NIL	25%
Three bidders	37.5%	22.5%	15%	25%

Note-1. If no eligible MSE bidders are available, then aforesaid earmarked 25% Quantity shall be de-reserved and the allotted quantity for other general bidders will be restored to 100% and distribution shall be as per Table 1.

Note-2: : (i) If L-1, L-2, L-3, etc happens to be MSE bidders then they will be given allotted quantity as per the applicable sub-column of column 2 of above table. In case, there are MSE bidders whose quoted price is within +15% of L-1 price then 25% reserved quantity shall be distributed amongst such MSE bidders.

(ii) In the event of any of the eligible bidder(s) not agreeing to supply the equipment or not being considered by BSNL for ordering the equipment, inter-se ranking of the bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot(s). This will be done to ensure that the number of bidders on which order for supply of equipment to be placed remains same as specified in the tender.

However, the purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

(iii) Increase in percentage of procurement of goods and services by Government Department/CPSEs from MSEs has been increased to 25% of their total procurement and

(iv) Minimum 3% reservation for woman owned MSEs within the above mentioned 25% reservation is provided.

(v) The 25% includes a sub-target of 5% procurement from the MSEs owned by SC/ST entrepreneurs.

Note 3: De-rating factor shall be calculated for determination of ordering price in r/o L-2 & others based on L-1 price

----- **END OF SECTION-IV** -----

## **SECTION V**

### **GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT**

#### **1. APPLICATION:**

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by BSNL.

#### **2. PRICES:**

Prices charged by the Contractor for the works performed under the Contract shall not be higher from the prices quoted by the Contractor in his Bid.

Price once fixed will remain valid for the period of contract. Increase and decrease of taxes/duties will not affect the price except GST which will be paid at prevailing rate during this period (proof of payment to the GST authority shall be submitted by the contractor on time to avail ITC by BSNL).

#### **3. SUB-CONTRACTS:**

The contractor shall not assign, sub contract or subject the whole or any part of the works covered by the contract, under any circumstances.

#### **4. PERFORMANCE SECURITY:**

- a. For all successful bidder including MSE, the bidder shall submit an amount equivalent to 3% of the tender approved value subject to maximum limit of Rs.5 lakhs as security against Performance of the contract by way of Performance Bank Guarantee (PBG)/DD within 14 working days from the date of issue of LoI in **favour of "AO (Claims),COBA, BSNL CHTD"** place from any commercial / nationalized / scheduled bank in India.
- b. On receipt of PBG from the bidder and confirmation of the genuineness of the PBG from the concerned bank, the EMD if any received earlier may be returned.
- c. The proceeds of the performance security shall be payable to the BSNL as compensation for any loss resulting from the contractor's failure to perform the obligations under the contract.
- d. Performance Security will be discharged after completion of contractor's performance obligations under the contract.
- e. If, there is recoveries to be made, contractor shall deposit the money before the release of PBG for getting the PBG released and in failure to do so, PBG will be forfeited and recovery will be realized from the PBG amount and the balance amount if any after adjustment of recovery will be refunded to the bidder.
- f. It is the responsibility of the bidder to submit the proof that he has deposited the Goods & service tax in time. Otherwise BSNL will recover from subsequent bills or PBG as the case may be.

#### **5. ISSUE OF WORK ORDERS AND TIME LIMIT:**

- 5.1 The work order shall be issued to the contractor for transportation of the required BSNL Material / store time to time as per requirement.
- 5.2 The work order shall be issued by the Divisional Engineer In charge of the work under DGM TP, Chennai Telephones District for which material is required to be transported as per requirement.
- 5.3 The Divisional Engineer shall mention the time limit for transportation of the ordered Material / store to be transported.
- 5.4 The BSNL reserves the right to cancel or modify the W.O. before / upto the loading of the Material / store in the event of change of plan necessitated on account of technical reasons or in the opinion of **work order issuing authority or the DGM TP Chennai Telephones District.**

**6. EXTENSION OF THE TIME LIMIT:**

**6.1 General:** In each work order, the work order issuing authority shall specify the time allowed for completion of work consistent with the magnitude and urgency of work. The time allowed for carrying out the work is to be strictly observed by the contractor and shall be reckoned from seventh day from the date of issue of work order.

In as much as “the time being deemed to be the essence of contract”, throughout the stipulated period of contract, the work is to be proceeded with all due diligence on the part of the contractor.

**6.2 Application for Extension of Time and Sanction of Extension of Time (EoT):**

**6.2.1** There may be some hindrances, other than covered under force majeure, while execution of work and in such cases the contractor shall apply in writing to the person in-charge for extension of time (EoT), on account of which, he desires such extension, on the same days of occurrence of hindrance. The Divisional Engineer In-charge shall forward the request to the competent authority with his detailed report, within two days of receipt of request from the contractor. The competent authority, not below the rank of DGM is empowered to grant extension of time for completion of work on certain conditions. He shall exercise such powers, if the following conditions are satisfied.

- i) The application contains the ground(s), which hindered the contractor in execution of work.
- ii) The Divisional Engineer in-charge is of the opinion that the grounds shown for extension of time reasonable.

**6.2.2** The competent authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reasons for delay are not ascribable to the contractor.

**6.2.3** The competent authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the contractor, but such extension of time shall be with LD charges as per clause dealing with Liquidated damages (LD) for delays in execution of works.

**6.2.4** The competent authority shall grant EOT with time period for completion of work clearly mentioned. The sanction of the competent authority of EOT shall be issued under the signature of the Divisional Engineer in-charge.

**6.2.5** If the competent authority is of the opinion that the grounds shown by the contractors are not reasonable and sufficient and declines to grant the extension of time, the contractor cannot challenge the soundness of the opinion by reference to arbitration. The decision of the competent authority on period of extension of time or refusal for extension of time shall be final and binding on the contractor.

**7 Termination of Contract:**

**7.1** BSNL may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in parts

- (a) If the contractor fails to transport the ordered material/store within the period(s) specified in the W.O. or any extension there of granted by BSNL.
- (b) If the contractor fails to perform any other obligation(s) under the General & Special Conditions of the contract.

**7.2** BSNL may, without prejudice to other rights under law or the contract provided, get the transportation of the material / store done at the risk and cost of the contractor in above circumstances.



**8 PAYMENT TERMS:**

- 8.1 The pre-receipted bill in triplicate with a Delivery Challan duly acknowledged by the Consignee and an advance stamped receipt shall be submitted within ten days of delivery of the Consignment for effecting the payment.  
Bills will be settled based on Work order basis & the No. of Km x Rate approved
- 8.2 **No claim for delayed payment due to dispute etc:** No claim for interest or damage will be entertained or be payable by the BSNL in respect of any amount or balance which may be lying with the BSNL owing to any dispute, difference or misunderstanding between the parties or in respect of any delay or omission on the part of the Engineer in Charge in making intermediate or final payments or in any other respect whatsoever.

**9 LIQUIDATED DAMAGES / PENALTY CLAUSE:**

**9.1 Liquidated Damages clause for Delays in the contractor's performance:**

- 9.1.1 The time allowed for completion of the work as entered in the work order shall be strictly adhered by the contractor and shall be deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from 7th day from issue of work order by the BSNL. The work shall, throughout the stipulated period of contract, be proceeded with all due diligence on the part of the contractor and the contractor shall pay as penalty an amount equal to 1.0 (One) percent of the transportation cost against the W.O. (minimum one thousand per week) of the incomplete work for every one week of delay, subject to a maximum of 10 (ten) percent of the cost of work awarded. Moreover if during this period, DGM / DET are not satisfied with the performance of the contractor then the work order will be cancelled and whole work will be terminated.
- 9.1.2 The days on which work is not done due to reasons beyond the control of contractor, such as natural calamities, law & order situation etc., will not be accounted for in imposing the penalty.
- 9.1.3 Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and/ or from the bills of any other contract.
- 9.1.4 The Tender Issuing Authority **reserves** the right to cancel the contract and forfeiture of the bid security if the contractor fails to commence the work within 7 days after issue of the work order or as the time permitted by the competent authority.
- 9.1.5 Failure to accept the work when offered to contractor to complete the work within the stipulated time by the contractor involve levy of liquidated damages which will be assessed by the Tender approving authority whose decision in this regard shall be final and legally binding on the contractor.
- 9.1.6 All sums paid by BSNL on account of demurrage incurred by any reason or failure or delay on part of the contractor shall be made good by the contractor on demand and the decision of the Tender approving authority, BSNL, Chennai Telephones shall be final and binding on the contractor as to the amount for which the contractor shall be liable under this condition and cannot be questioned in any legal proceedings whatsoever. Such amounts are also liable to be recovered from the bills payable to the contractor.
- 9.1.7 The contractor shall at all times conform in all matters connected with the conveyance, loading or unloading of goods or articles, to the orders of the Tender approving authority, Chennai Telephones and his duly authorized Unit Officer. The terms and conditions of the contract shall not preclude Chennai Telephones from undertaking any work internally or some other agency if the Tender approving authority considers it necessary in specific cases. In the event of the work being carried out by Chennai Telephones or some other agency due to failure, declining neglecting or otherwise not executing in accordance with the condition of the contract by the contractor, the Tender approving authority will be at liberty (without prejudice to any other remedies which the Tender approving authority may deem fit on account of such breach or non-performance of contract) to order the contractor to make- over forthwith all stores in his possession and/or recover the cost of the worth thus involved.

- 9.1.8 The contractor shall be responsible for the safe handling of the goods during transit, loading, unloading or clearance. If it is found that any of the goods or articles have been lost, damaged or destroyed in transit or any shortage is found either in weight or in numbers or both, the contractor shall pay and make good the amount of loss thus sustained by the BSNL. The Unit Officer shall assess the amount of loss /damage and the contractor shall be liable to pay the amount so assessed forthwith. Disputes if any relating to actual occurrence of damage/loss/shortage in transit or the assessment of Damages/Loss/shortage shall be referred to the Tender approving authority and his decision regarding all or any of questions so referred shall be finally binding and cannot be questioned in any legal proceedings whatsoever. The contractor is bound to make over the damaged articles to the officer of the Chennai Telephones assigned for this purpose.
- 9.1.9 The contractor shall be responsible as independent contractor for all damages/losses etc., by fire/collision or accident and for all damages to the property, person(s) or animal(s) caused by the negligence or default of any of his agents, employees or nominees. The contractor should keep the Chennai Telephones indemnified regarding any loss/damage/claims/ accidents etc. caused due to any reason during the execution of the contract.
- 9.1.10 The claim preferred by the contractor in respect of the clearances and deliveries not in conformity with this condition are liable to be disallowed and **the connected pecuniary loss/liquidated damages recoverable from the Performance Security deposit. The decision of the Tender approving authority is final in this regard.** The contractor shall not plead ignorance of any of the condition of the tender terms of the contract as excuse for unsatisfactory performance of the contract in the case of compliance(s) with a view to evade any of his obligations under the contract.
- 9.1.11 In the event of termination of the contract due to violation of terms and conditions of the tender/contract, Tender approving authority, Chennai Telephones shall make any other arrangement as deemed fit to despatch the consignments and the difference in the rate and if there is loss to the Department, the same should be borne by the tenderer. Such sums can be recovered from any sums payable to the contractor.
- 9.1.12 If the contractor's work found to be unsatisfactory by the Tender approving authority, Chennai Telephones who shall be the sole Judge and whose decision in this regard shall be final and binding on the contractor, and if the contractor employs any outside agent or sublet the contract any right of payment there under without the consent in writing of Tender approving authority, he shall have the right to cancel the contract at any time after giving one week's notice in writing and recover from the contractor the amount of damages incurred by the Chennai Telephones due to the termination of the contract.
- 9.1.13 The contractor shall ensure good behavior of his employees, Drivers, Agents, etc. in dealing with BSNL, Government Agencies, Employees, etc. Misbehavior on the part of any of his employees, agents etc. shall at the discretion of the Tender approving authority, Chennai Telephones, entitles cancellation of the contract and forfeiture of Security Deposit.
- 9.1.14 In the event of the contractor failing to observe or perform any of conditions of the work as set out herein the entire Security Deposit referred to above or such portion of it as may be required will be forfeited to Chennai Telephones. In the event of the security being insufficient, then the balance of the total sum recoverable as the case, the excess shall be deducted from any sums due or any time thereafter may become due to the contractor under this or any other contract with Chennai Telephones. The decision of the Tender approving authority in this regard shall be final and binding upon the contractor and cannot be questioned in any legal proceedings whatsoever.
- 9.1.15 If the tenderer fails to deploy lorries as required by the Unit Officer, the Unit Officer is at liberty to utilize or engage outside lorries belonging to outside agencies at the risk of the tenderer and it is the responsibility of the tenderer to pay the differences in charge if any paid by the Unit Officer and the same shall be deducted from the running bills besides taking any other action which may even lead to termination of contract.

#### **10. Termination for Insolvency:**

The BSNL may at any time terminate the Contract by giving written notice to the Contractor, without compensation to contractor, if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will

not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the BSNL.

**11. AUDIT AND TECHNICAL EXAMINATION:**

- 11.1 BSNL shall have the right to cause an audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for BSNL to recover the same from him or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under payment shall be duly paid by BSNL to the contractor.
- 11.2 Provided that BSNL shall be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Divisional Engineer or his subordinate officer on one hand and the contractor on the other hand under any term of the contract permitting payment for work after assessment by the **Competent Authority** or his subordinate officer.
- 11.3 Any sum of money due and payable to the contractor under this contract may be appropriate by the BSNL for the payment of a sum of money arising out or under any other contract made by the contractor with the BSNL.

**12 INDEMNITIES:**

- 12.1 The contractor shall at all times hold the BSNL harmless and indemnify BSNL from and against all action, suits, proceedings, works, cost, damages, charges claim and demands of every nature and descriptions, brought or procured against the BSNL, its officers and employees and forthwith upon demand and without protect or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition, the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.
- 12.2. The contractor shall at his own cost at the BSNL's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.

**13. FORCE MAJEURE:**

- 13.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason 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 (Here in after 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 be reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the BSNL as to whether the work have been so resumed or not

shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days party may, at his option terminate the contract.

- 13.2 Provided also that if the contract is terminated under this clause, the BSNL shall be at liberty to take over from the contractor at a price to be fixed by the BSNL, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as the BSNL may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the BSNL select to retain.

#### **14 ARBITRATION:**

- 14.1 Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy, or differences arising out of or relating to this agreement, or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (sixty days) from the date of making of such request. Where parties are unable to settle the disputes through conciliation, the same shall be referred to the authority in BSNL (CMD/CGM/GMTD, as the case may be) for referral of such disputes to a sole arbitrator (chosen from the name(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made thereunder from time to time. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being unable to act for any reasons whatsoever such Chief General Manager or the said officer shall appoint another person to act as 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. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment there of or any rules made thereof.
- 14.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, subject to aforesaid Indian 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.
- 14.3 The venue of the arbitration proceeding shall be the office of the Chief General Manager, Chennai Telephones District or such places as the arbitrator may decide. The following procedure shall be followed:
- 14.3.1 In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
  - 14.3.2 There should not be a joint submission with the contractor to the sole arbitrator.
  - 14.3.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.
  - 14.3.4 The onus of establishing his claims will be left to the contractor.
  - 14.3.5 Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
  - 14.3.6 The “points of defence” will be based on actual conditions of the contract.
  - 14.3.7 Claims in the nature of ex-gratia payment shall not be entertained by the Arbitrator.
  - 14.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of “points of defence”.
  - 14.3.9 If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.

The award of the sole Arbitrator shall be final and binding on all the parties to the disputes

**15 SET OFF:**

Any sum of money due and payable to the supplier 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 the BSNL or such other person or persons(s) for payment of a sum of money arising out of this contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL.

**16 TAX INDEMNITY CLAUSE**

BSNL has the right to recover Input Tax Credit loss suffered by it due to any mis-declaration on invoice by the supplier.

----- END OF SECTION V -----

**Section-VI**

**E-tendering Instructions to Bidders**

**General**

The Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as given in this Tender Document. **Submission of Online Bids is mandatory for this Tender.**

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting e-tendering, BSNL, Chennai Telephones District has decided to use the Portal (<http://www.etenders.gov.in/eprocure/app>) through e-portal. Benefits to Suppliers are outlined on the Home-page of the portal.

**Instructions**

**1. Tender Bidding Methodology**

Sealed Bid System – ‘Single Stage – TWO Envelope’

**2. Broad outline of activities from Bidders prospective**

1. Procure a Digital Signing Certificate (DSC)
2. Register on E -portal (<http://www.etenders.gov.in/eprocure/app>)
3. Create Users and assign roles on E-PORTAL
4. View Notice Inviting Tender (NIT) on E-PORTAL
5. Download Official Copy of Tender Documents from E-PORTAL
6. Bid-Submission on E-PORTAL
  - a) Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
  - b) Utmost care may be taken to name the files/documents to be uploaded on E-PORTAL. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:

<b>File name</b>	<b>Allowed or not allowed in E-PORTAL</b>	<b>Reason for allowed / not allowed</b>
QA Certificate	Not allowed	Space in between words / characters not allowed
QACertificate(1)	Not allowed	Special characters not allowed
QA_Certificate	Allowed	Under score allowed between words /characters
QACertificate	Allowed	Upper & lower cases allowed

- c) It is advised that **all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.** BOQ(Bill of Quantities) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of each document (Preferably below 5 MB) may be checked.
7. Attend Public Online Tender Opening Event (TOE) on E-PORTAL: Opening of Techno-commercial Part.
8. View Post-TOE reports posted by BSNL on E-PORTAL.
9. Attend Public Online Tender Opening Event (TOE) on E-PORTAL: Opening of Financial-Part (Only for Technical Responsive Bidders)

10. View Post-TOE reports posted by BSNL on E-PORTAL.

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 E-PORTAL.

### 3. Digital Certificates

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

### 4. Registration

**To use the E-portal (<http://www.etenders.gov.in/eprocure/app>) Vendor/Contractor need to register on the portal.** The vendor should visit the homepage of the portal (<http://www.etenders.gov.in/eprocure/app>) and go to the e-procure link then select **Bidders Manual Kit**.

To use the Electronic Tender<sup>®</sup> portal (<http://www.etenders.gov.in/eprocure/app> or through the circle website [www.bsnl.co.in](http://www.bsnl.co.in)) vendor needs to register on the e-tender portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Register Me' tab on the Home Page, and follow further instructions as given on the site. **Pay**

#### **Annual Registration Fee as applicable.**

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

NIC Helpdesk	
Telephone	Helpdesk landline No: 1800 233 7315 <i>[between 9:30 hrs to 18:00 hrs on working days]</i>
E-mail ID	<a href="mailto:cppp-nic@nic.in">cppp-nic@nic.in</a> , please mark cc to <a href="mailto:support-nic@ncode.in">support-nic@ncode.in</a>

### 5. Method for submission of bid documents

In this tender the bidder has to participate in e-tender online.

#### 5.1 Offline submission

The bidder shall submit the following documents offline to AGM(Tender), BSNL, Chennai Telephones District, No:2, Kush Kumar road, Nungambakkam, Chennai-34 on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear tender name, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. EMD-Bid Security in Original i.e. DD/Banker Cheque/Bank Guarantee
2. DD/ Bankers cheque against payment of tender fee
3. Power of attorney in accordance with clause available in tender.
4. MSME registration certificate if the bidder is claiming concession for Bid cost and Bid security.
5. Pass Phrase to open the tender document, if applicable.
6. Self attested Experience certificate.

**5.2 Online submission:**

<b>Contents of first Envelope i.e. Techno Commercial Envelope</b>
1. Scanned copy of the duly filled and signed Bid Form, Section-II of the tender document.
2. Scanned copy of the duly filled and signed Tenderer's Profile, Section-III of the tender document.
3. Scanned Copy of receipt / Demand Draft /Bankers Cheque/BG of requisite value towards the price of tender document as per NIT.
4. Scanned Copy of receipt / Demand Draft / Bankers Cheque/BG of requisite value for the Bid Security/EMD as per NIT.
5. Scanned copy of PAN card, scanned copy of Experience certificate & Declaration certificate regarding supply of commercial vehicle as per NIT.
6. Scanned copy of the valid EPF Registration Certificate.
7. Scanned copy of the valid ESI Registration Certificate.
8. Scanned copy of the valid GSTIN Registration Certificate.
9. Scanned copy of the documents, as applicable, in support of registration of the Company/Firm/Proprietorship: <ul style="list-style-type: none"> <li>➤ The registration of the firm, authenticated copy of partnership deed in cases of partnership firm.</li> <li>➤ Scanned attested copy of Articles of Association duly registered with Registrar of Company affairs, in case of Limited/Pvt. Limited Company.</li> <li>➤ Duly executed Affidavit, stating that tenderer is the sole proprietor of the firm or any document issued by the taxation authorities stating that tenderer is the sole proprietor of the firm, in case of proprietorship firm.</li> </ul>
10. Scanned copy of Registered Power of Attorney (duly registered with sub-registrar) /Resolution of Board of Directors, authorizing individual(s) including the person with whose DSC the tender is submitted on e-tendering portal (if and as applicable).
11. Signed tender document on each and every page without any alternation/ digitally uploaded in PDF format with digital signature of the authorized signatory on the document without any alternation.
12. Scanned copy of No Near relative certificate(s) in the prescribed pro-forma as per Annexure-A.
13. Scanned copy of duly completed Declaration about Genuineness of Documents/Certificates as per Annexure-B.
14. Scanned copy of MSE certificate in case bidder is an MSE bidder along with undertaking regarding submission of <b>UAM number on CPPP portal is to be uploaded online</b>
15. A self-declaration along with the evidence that the bidder is not black listed by GST/BSNL authorities.
<b>Contents of second envelope i.e. Financial Envelope</b>
Schedule for Quoting the Rates(i.e. Section XVI)

**Note:**

- (i) **If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning 'The document <name> called vide clause \_\_\_\_\_ is not applicable on us.**
- (ii) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.



**6. Price Schedule /Schedule of Quoting Rates**

Utmost care may kindly be taken to upload price schedule / Schedule of Quoting Rates. Any change in the format of Price Schedule / Schedule of Quoting Rates file shall render it unfit for bidding. Following steps may be followed-

1. Download Price Schedule / Schedule of Quoting Rates.
2. Fill rates in down loaded Price Schedule / Schedule of Quoting Rates
3. Save filled-in copy of downloaded price schedule / Schedule of Quoting Rates file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

For further instructions, the vendor should visit the home-page of the e-tender portal ([www.etenders.gov.in/eprocare/app](http://www.etenders.gov.in/eprocare/app)), and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc.) for online bid submission may be downloaded from e-tender Portal or anywhere else.

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

**Note:** It is strongly recommended that all authorized users of Bidder 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 E-TENDER PORTAL.

**E-Reverse Auction**

E-Reverse Auction would be conducted item wise on net cost to BSNL value for bid evaluation, subsequently after the opening of the Financial-Part.

The following would be parameters for e-Reverse Auction:

Sl No.	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Will be intimated to Responsive bidders after the opening of Financial-part.
2	Duration of Reverse-Auction Bidding Event	One or Two hours
3	Automatic extension of the ‘Reverse-Auction Closing Time’, if last bid received is within a Pre-defined Time-Duration’ before the ‘Reverse-Auction Closing Time’	Yes
3.1	Pre-defined Time-Duration	5 minutes
3.2	Automatic Extension Time-Duration	10 minutes
3.3	Maximum no of Auto-Extension	6 Automatic Extension
4	Criteria of Bid-Acceptance	‘Beat on Starting Price’, as well as, ‘Beat on Rank-1 Bid Value’
5	Entity – Start-Price	L1 of the respective item of Financial-Part
6	Minimum Bid-Decrement	Will be intimated later
7	Display of ‘Pseudo Identity’ of Bidders during bidding	All Bidders, as well as, BSNL’s officers.
8	Display of Bidder’s own current Rank	Yes

Note: Parameters at Sl. No. 5 & 6 shall be confirmed after opening and evaluation of financial bid parts.

BSNL reserves the right to go for manual negotiation without resorting to e reverse auction in case of only one techno commercially qualified bidder.

**The special instructions to contractors/Bidders for e-submission of bids online through [www.etenders.gov.in/eprocure/app](http://www.etenders.gov.in/eprocure/app).**

1. Bidder should do the registration in the tender site [www.etenders.gov.in/eprocure/app](http://www.etenders.gov.in/eprocure/app) using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as NIC Certifying Authority (NICCA)/MTNL/SIFY/TCS/nCode / eMudhra.
2. Bidder then login to the site thro' giving user id / password chosen during registration.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
5. After downloading/getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
6. If there are any clarifications, this may be obtained online through 'the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
7. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwf formats. If there is more than one document, they can be clubbed together.
8. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
9. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
10. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
11. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
12. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
13. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
14. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
15. The confidentiality of the bids is maintained since the secured Socket Layer 128-bit encryption technology is used. Data storage encryption of sensitive fields is done.
16. The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (**as per Server System Clock**).
17. **The bidder should logout of the tendering system using the normal logout option available at the top right-hand corner and not by selecting the (X) option in the browser.**

**For any other queries, the bidders are asked to contact through  
Mail:[cppp-nic@nic.in](mailto:cppp-nic@nic.in) / [support-nic@ncode.in](mailto:support-nic@ncode.in)**

**7. Key Instructions for Bidders**

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 E-PORTAL.
2. Register your organization on E-PORTAL well in advance of your first tender submission deadline on E-PORTAL.
3. Get your organization’s concerned executives trained on E-PORTAL using online training module well in advance of your tender submission deadline on E-PORTAL.
4. Submit your bids well in advance of tender submission deadline on E-PORTAL. as there could be last minute problems due to internet timeout, breakdown, etc.

**(BSNL should not be responsible for any problem arising out of internet connectivity issues).** While the first three instructions mentioned above are especially relevant to first-time users of E-PORTAL, the fourth instruction is relevant at all times.

**8. Minimum Requirements at Bidders end**

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- 2 Mbps Broadband connectivity with UPS.
- Microsoft Internet Explorer 10.0 or above
- Digital Certificate(s) for users.

----- **END OF SECTION VI** ----

**SECTION VII**  
**SPECIAL CONDITIONS OF CONTRACT**

**1. GENERAL:**

- 1.1 The special conditions of contract shall supplement the instructions to the Bidders as contained in section IV and general (commercial) conditions of the contract as contained in section V and wherever there is a conflict, the provisions herein shall prevail over those in section IV and section V.
- 1.2 In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- 1.3 The BSNL reserves the right to disqualify such bidders who have a record of not meeting Contractual obligations against earlier contracts entered into with the BSNL.
- 1.4 The BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- 1.5 The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 1.6 Any clarification issued by BSNL, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
- 1.7 Tender will be evaluated as a single package of all the items given in the price schedule.  
**(i) 6 tonne Capacity:** Lump sum rate for (a. Rs/Upto 50Km ) + rate quoted for (b. 51 – 150Km Rs/Km) + rate quoted for (c. > 150Km Rs/Km) and  
**(ii) 10 tonne Capacity:** Lump sum rate for (a. Rs/Upto 50Km ) + rate quoted for (b. 51 – 150Km Rs/Km) + rate quoted for (c. > 150Km Rs/Km)
- 1.8 All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Divisional Engineer in-charge of work who shall be entitled to direct at what point or points and what manner they are to be Commenced, and from time to time carried on.
- 1.9. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing any liability during the execution of W.O. the BSNL has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.
- 1.10 No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees [Non-executive & executive employees working in BSNL , Chennai Telephones District ] either directly recruited or on deputation, are prohibited from participation in this tender. The near relatives for this purpose are defined as :
- (a) Members of a Hindu Undivided Family,  
(b) They are husband and wife,  
(c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).
- 1.11. The tenderer(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined above. In case of proprietorship firm, the certificate will be given by the proprietor, for partnership firm, certificate will be given by all the partners, in case of Limited company, by all Directors of the Company. Any breach of these conditions

by the company or firm or any other person, the tender/work will be cancelled and the security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

- 1.12. The contractor should ensure the driving of transport vehicle(s) by qualified, experienced and licensed drivers and also assume full responsibility for the safety and security of the BSNL store items while running the vehicle by ensuring safe driving. The BSNL shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to BSNL have to be suitably compensated by the contractor.
- 1.13. The contractor shall, when called upon to do so, provide such number of vehicles as may be required for the purpose of transportation of the material/store.
- 1.14. This Tender is for transportation of material/store related to D G M. Transmission Planning, BSNL, Chennai telephones District, Chennai but in special cases, the transporter can be asked to transport the material of other units of Chennai telephones District also which will be binding on him.
- 1.15. In no case, a vehicle that is not registered for the commercial purpose shall be used to as transport vehicle and taxes, insurance, Road tax etc. due on such vehicles shall be liability of the contractor.
- 1.16. The cost of lubricants, repairs, maintenance, taxes, insurance, etc. of the transport vehicles will be to the contractor's liability.
- 1.17. Regular checking of meter by the designated transport authority, may be got done by the contractor, and requisite certificate may be shown to BSNL as and when demanded.
- 1.18. If the contractor shall desire an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or any other ground, he shall apply in writing to the Divisional Engineer on the same day of occurrence of hindrance on account of which he desires such extension as aforesaid. In this regard the decision of **Tender Approving Authority** shall be final.
- 1.19. Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, the BSNL shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any Government promissory notes etc., forming the whole or part of such security or Final bill pending against any contract with the BSNL. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with BSNL. Should this sum be not sufficient to cover the full amount recoverable the contractor shall pay to BSNL on demand the balance remaining due.
- 1.20. No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering Department or any other Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service without the previous permission of Government of India. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid before submission of the engagement in the contractor's service as the case may be.

1.21 In the event of the contractor being, adjusted insolvent or going voluntarily into liquidation of having received order or other order insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified. The **Tender Approving Authority**, shall have the power to terminate the contract without any notice.

1.22 Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the **Tender Approving Authority** on behalf of the BSNL can terminate the contract without compensation to the contractor. However, **Tender Approving Authority**, at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of **Tender Approving Authority** shall be the final.

1.23 In the event of the contractor, winding up his company on account of transfer or merger of his company with any other, the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under.

**1.24 Interpretation of the contract document:**

1.24.1 The representative of **Tender Approving Authority** and the contractor shall in so far as possible by mutual consultation, try to decide upon the meaning and intent of the contract document. In case of disagreement the matter shall be referred to the Competent Authority whose decision shall be final. Any change in the contract documents shall be set forth in writing by the representative of the parties hereto. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.

**1.25 Notification:**

The contractor shall give in writing to the proper person or authority with a copy to the Divisional Engineer such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and / or completion of the contracted work. All notice shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the contractor shall keep all proper persons to authorities involved and advised of the progress of operations throughout the performance of the work and / or with such other information and /or supporting figure and data as may from time to time as directed or required.

**1.26 Shut down on account of weather conditions:**

The contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by the BSNL or deemed advisable on account of bad weather conditions or other Force majeure conditions.

**2.0 TAXES AND DUTIES:**

Contractor shall pay all rates, levies, fees royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the contract or any of the obligations of the parties in terms of the contractor documents and / or in respect of the works or operations or any part thereof to be performed by the contractor and the contractor shall indemnify and keep indemnified the BSNL from and against the same or any default by the contractor in the payment thereof. However, GST shall be paid extra by BSNL as applicable.

**3.0 INSURANCE:**

Without limiting any of his other obligations or liabilities, the contractor shall at his own expense, take and keep comprehensive insurance including third party risk for the plant,

machinery, men, materials etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensations insurance as required by law and undertake to indemnify and keep indemnified the BSNL from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the BSNL may suffer or incur with respect to end / or incidental to the same. The contractor shall have to furnish originals and /or attested copies as required by the BSNL to the policies of insurance taken within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the department may require.

**4.0 COMPLIANCE WITH LAWS AND REGULATION:**

4.1 During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or BSNL, municipal board, Government of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law, By-laws, Rules, Regulations, orders and / or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or sub-contractor to sham any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the BSNL harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

**4.2 The contractor shall also comply with the rule and regulation of EPF & ESI as per government rule and regulation from time to time at his own cost and expenses. The contractor shall indemnify the BSNL from any act or action in future or during the course of work in this regards at his own cost and expense.**

Tender Issuing Authority reserve the right to with-hold the contractor amount upto 25% of tender value from the bills of contractor in case of non-compliance of these rules and regulation by the contractor.

**----- END OF SECTION VII -----**

**SECTION-VIII**  
**IMPORTANT INSTRUCTIONS**

**SERVICES TO BE PROVIDED**

1. Under normal circumstances, the contract shall be valid for a period of one year from date of issue of work order. However contract may be extended for further period upto one year if agreed by the Contractor and BSNL on the same rate, terms and conditions after ensuring Competitiveness of the rates.
2. Estimated cost of the material/store to be transported shall be as per NIT. However it should be clearly noted that BSNL shall place the order only as per the actual requirement from time to time.
3. In case of break down, the responsibility of immediately replacing the transport vehicle at contractor's cost will be of the contractor and in the event of failing of the contractor to do so, penalty shall be imposed as per Clause 9 section V of the Tender document.
4. Intending bidder must have a telephone No. and e-mail id where W.O. can be sent and both the telephone No. and e-mail id must be specified in the bid.
5. No vehicle should be used for transportation having registration in the Name of employee of BSNL staff or close relative and Certificate to this effect be given on the body of bill while submitting claim.
6. Payment of any Govt. tax or duty for plying the transport vehicles will be liability of contractor.
7. GST will be paid as per existing rates and guidelines.

**---- END OF SECTION VIII----**



**SECTION IX**

**SCOPE OF WORK AND JURISDICTION OF CONTRACT**

Transportation of BSNL material / store within Tamilnadu and anywhere in India under the area of DGM Transmission Planning, BSNL, Chennai Telecom District as per Section-I

Name of work: **Transportation of BSNL material/ store within TAMILNADU and anywhere in India.**

1. **Scope and Jurisdiction of Work:** The scope and particulars of work put to tender are given in the Table below-

<b>Name of the work</b>	<b>Category</b>	<b>Particulars</b>	<b>Total Estimated Cost in Rs.</b>
Transportation of BSNL Materials/stores inclusive of loading and unloading charges from anywhere in India to TX Stores, CHTD, Chennai.	6 MT Capacity	(a) Upto 50 Km	Rs.6,00,000/- (Rupees Six Lakhs only)
		(b) 51 Km-150 Km	
		(c) >151 Km	
	10 MT Capacity	(a) Upto 50 Km	
		(b) 51 Km-150 Km	
		(c) >151 Km	

**2. Note**

2.1: The quantity stipulated in the tender are estimated and the BSNL reserves the right to vary the value of works to the extent of -50% to +50% of contract value during contract period at the same rates, terms and conditions with prior approval of the tender approving authority.

However, **in exceptional circumstances only**, due to change in scope of work or otherwise, any variation in the value of work may be permitted up to 100% of contract value with prior approval of the next higher authority after recording adequate reasons and justification for the same”.

2.2: There is no restriction on the number of tenders a bidder can participate. Bidders who have been rescinded /debarred by Tendering authority/Higher BSNL Unit as the case may be including for reasons for failing to sign necessary agreement with the concerned Tendering authority in stipulated time on earlier occasions, will not be eligible to participate in the tender for the same work.

2.3: For participating in e-tendering process, bidder shall access e-Bid document uploaded on the e-tender portal and pay requisite tender processing fee as defined for the tender by e-tender service provider.

2.4: In tender document tenderer and bidder words are used but these are interchangeable.

**----- END OF SECTION IX -----**

**SECTION - X**

**Format For the BID SECURITY/ EMD Guarantee**  
(To be typed on Rs.100/- non-judicial stamp paper)

**Sub: Bid Security/EMD guarantee.**

Whereas M/s ..... R/o .....  
..... (Hereafter referred to as Bidder) has approached us for  
giving Bank Guarantee of Rs. ..../- (hereafter known as the “B. G. Amount”)  
valid up to ...../...../20..... (hereafter known as the “Validity date”) in favour of AO cash  
(Name of the office) (Hereafter referred to as BSNL) for participation in the tender of work of  
..... vide tender no. ....  
Now at the request of the Bidder, We ..... Bank  
.....Branch having .....  
..... (Address) and Regd. office address as .....  
.....  
..... (Hereinafter called “the Bank”) agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the “B. G. Amount”.
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee 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 to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

Place: .....

Date: .....  
Officer)

(Signature of the Bank

Authorized

Rubber stamp of the bank  
Power of Attorney  
Number:

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank:

.....  
.....  
.....

Telephone Numbers .....

Fax numbers .....

Pro-forma of Performance Bank Guarantee (PBG)  
(To be typed on non-judicial stamp paper of appropriate value)

Dated:.....

### Performance Bank Guarantee (PBG)

Whereas .....<Contract awarding authority>(hereinafter referred to as BSNL)has issued an Award Letter no..... Dated...../...../ 20..... for awarding the work of..... to M/s ..... (hereafter referred to as “Contractor”) and the BSNL has asked them to submit a performance bank guarantee in favour of ..... O/o ..... of Rs. ..../- (hereafter referred to as “PBG. Amount”) valid up to ...../...../20.....(hereinafter referred to As “Validity Date”). Now at the request of the Contractor, We ..... Bank .....Branch having ..... (Address) And Regd. Office address as ..... (Hereinafter called „the Bank”) agreed to give this guarantee as hereinafter contained:

1. We, “the Bank” do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Contractor 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 PBG 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.
2. Any such demand from the BSNL shall be conclusive as regards the liability of Contractor 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 Contractor 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 Contractor and BSNL regarding the claim. Liability of the bank under this present being absolute and unequivocal.
3. 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.
4. 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 Contractor 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 Contractor or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Contractor 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.
5. Notwithstanding anything herein contained; (a) The liability of the Bank under this guarantee is restricted to the PBG Amount and it will remain in force up to its Validity date. (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
6. In case BSNL demands for any money under this bank guarantee, the same shall be paid through Banker’s Cheque in favour of .....

7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

Telephone Numbers .....

Fax numbers .....

**----- END OF SECTION X -----**

**SECTION - XI**

**PROFORMA OF AGREEMENT**

The successful tenderer shall have to execute the following agreement.

NIT No: ..... Dated: .....

LOI No: ..... Dated: .....

**AGREEMENT FOR TRANSPORTATION WORK**

An agreement made on this .....day of.....month of ..... year between M/S.....  
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 and the BSNL of other part.

Where as the contractor has offered to enter into contract with the BSNL for transportation of BSNL material / store ..... on the terms and conditions herein contained and the Rates \_\_\_\_\_ % above/ below the SOR, approved by the BSNL, vide tender NIT No. .... approval No. .... for Tender No. .... of ..... for ..... (Copy of rates annexed) duly accepted by the contractor.

The total approved cost is Rs. .... (including all taxes and levies excluding service tax which will be paid extra as applicable for the works to be executed) whereas the contactor has deposited EMD Rs. .... as part of Security Deposit and has further deposited a sum of Rs. .... vide DD No..... dated ..... of ..... Bank drawn in favour of “AO (Claims), COBA, BSNL , Chennai Telephones” to cover the Security Deposit of Rs. ....  
..... and whereas the necessary security deposits have been furnished in accordance with the provision of the tender document and whereas no interest will be claimed on the Security Deposit.

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. The Contractor shall during the period of this contract that is to say from\_\_\_\_\_ to \_\_\_\_\_ or until this contract is determined by such notice as herein after mentioned, will transport BSNL material/store as per W.O. issued to them from time to time, on the rates accepted as described in schedule vide appendix-I to this agreement.
2. The Contractor shall comply with all the terms and conditions of tender documents contained which are part and parcel of this agreement and form integral part of this agreement and also the following.
3. The authorities of BSNL shall place W.O. for transport of the BSNL material/store and will receive acknowledgement from the Contractor. It is anticipated that the Contractor will transport the required material/store as per time schedule given in the W.O. until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.

4. The Contractor agrees with the BSNL and with each authority competent to order that every contract of work order should be subject to the terms of the Agreement for transportation of BSNL material/store and in the event of a conflict between these terms and the terms in work order, the terms of this Agreement for transportation of BSNL material/store shall prevail.
5. Contractor will use the vehicles for transportation which are commercial purpose only and taxes, insurance etc. due on such vehicles shall be the liability of the contractor.
6. The BSNL only reserves the right to substitute transport vehicle with another similar vehicle. If for any reason whatsoever, the BSNL is not happy with the condition of the vehicle deployed, the Contractor's nearest office will be informed immediately and they should accept any liability to replace it as per requirement.
7. Contractor will submit bills in accordance with Section-V Clause (8) of the tender document to the DGM Transmission Planning, BSNL, Chennai Telecom District on each work order basis for release of payment by BSNL.
8. If the Contractor fails to transport the BSNL material/store in the stipulated time and if the service is not found satisfactory enough, the BSNL shall have the right to terminate the contract in whole or part as per clause 7 of Section V of Tender Document.
9. In the event of any mechanical failure/break down of transport vehicle (s), the contractor shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per Clause 9 of Section V of Tender Document.
10. The following penalties will accrue to the service provider in addition to the deduction on hire charges on pro-rata basis. The penalty amount shall be deducted from the running bills besides any other action which may even lead to termination of contract:-
  - 10.1 The time allowed for completion of the work as entered in the work order tender shall be strictly adhered by the contractor and shall be **deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from third day from issue of work order by the BSNL**. The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the contractor shall pay as penalty an amount equal to **1.0 (One) percent of the amount (minimum one thousand per week) of the incomplete work for every one week of delay**, subject to a maximum of 10 (ten) percent of the cost of work awarded. Moreover if during this period, DGM/DET are not satisfied with the performance of the contractor then the work order will be cancelled and whole work will be terminated.
11. In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with the contractor. BSNL shall have no liability whatsoever.
12. The Tender Document No. : **AGM (TP)/CHTD/Transportation/2021-22/dated @ CNI-34 THE 19.05.2022** , schedules annexure/appendix which we annexed to this agreement form part and parcel of this Agreement and integral part of this agreement.
13. That contractor is/shall be liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of the transport vehicles deployed by contractor. BSNL shall not be liable for any loss, damages, etc. suffered/to be suffered by contractor or third party as the case may be.

14. If for any reason, BSNL is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the contract period, it will be reported to the Contractor in writing. The Contractor without raising any dispute on such assessment by the BSNL regarding the standard of the vehicle deployed, may immediately replace it with another commercial vehicle on receipt of such complaint.
15. The Contractor shall also be liable for all fines, penalties like, traffic, parking, toll Charges, entry Taxes and criminal offences etc. arising and for concerning the use of the vehicle during contract period and the Contractor accordingly indemnifies the BSNL against all such liabilities.
16. The Contractor shall not deploy the vehicles for transportation of ordered material/store which are either owned by employees of BSNL either directly recruited or on deputation to BSNL or their near relatives as defined in Sch-IA of Company Act 1956 and Section-7 item (1.10) & (1.11) of the tender document enclosed to this agreement.
17. Contractor shall not allow any person below 18 year of age as driver on transport vehicle(s) deployed for transportation of BSNL material/store.
18. Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy, or differences arising out of or relating to this agreement, or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (sixty days) from the date of making of such request. Where parties are unable to settle the disputes through conciliation, the same shall be referred to the authority in BSNL (CMD/CGM/GMTD, as the case may be) for referral of such disputes to a sole arbitrator (chosen from the name(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made thereunder from time to time. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being unable to act for any reasons whatsoever such Chief General Manager or the said officer shall appoint another person to act as 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. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment there of or any rules made thereof. The venue of the arbitration proceeding shall be the office of the Chief General Manager, Chennai Telephones District or such places as the arbitrator may decide.
19. If the Contractor institutes any legal proceedings against the BSNL to enforce any of its rights under this agreement, it shall be in the legal jurisdiction of BSNL where the vehicle has been hired and not the place where the Contractor has his registered office.
20. The Contractor is/shall be responsible for compliance of all the laws / rules / regulations and Government instructions that are applicable to and aimed to protect the interests of the employees / workers engaged by it and shall ensure payment of all the statutory dues / liabilities as may have arisen during the past 'or' may arise during the course of performance of this contract.
21. Any notice, request of statement hereunder shall be in writing and deemed to be sufficiently given or rendered when sent by Registered mail or by post to a party's registered office with a copy sent to the attention of:



\_\_\_\_\_  
(Name of Contractor)

Address: \_\_\_\_\_

Tel. : \_\_\_\_\_ E-mail : \_\_\_\_\_  
\_\_\_\_\_

*And*

\_\_\_\_\_  
Name

Bharat Sanchar Nigam Limited  
Address: \_\_\_\_\_

Tel. : \_\_\_\_\_ E-mail : \_\_\_\_\_

Further, the said notice shall be deemed to have been validity given on (i) business date and time immediately after the date of transmission with confirmed answer back, if sent by facsimile transmission provided such transaction is immediately followed by a Regd. mail or (ii) five days from the date of dispatch, if transmitted by internationally recognized courier or registered air mail.

Signed \_\_\_\_\_

Signed \_\_\_\_\_

For and on behalf of the BSNL

For and on behalf of the BSNL

Name (caps) \_\_\_\_\_

Name (caps) \_\_\_\_\_

Position \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

In the presence of Witnesses

In the presence of Witnesses

1.

1.

2.

2.

**----- END OF SECTION XI ----**

**Section XII**

**UNDER TAKING AND DECLARATION**

**6(A) FOR UNDERSTANDING THE TERMS & CONDITION OF TENDER & SPEC. OF WORK**

**a) Certified that:**

1. I/ We ..... have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I / We fail to enter into the agreement & commence the work in time, BSNL reserves full right to forfeit the bid security and forfeit the PBG deposited by us.
3. No addition / deletion / corrections have been made in the terms & conditions of the downloaded tender document for which their bid is being submitted and these are identical to the tender document appearing on the website.

**b) The tenderer hereby covenants and declares that:**

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

**Date: .....**

.....  
**Signature of Tenderer**

**Place: .....**

**Name of Tenderer .....**  
**Along with date & Seal**

**----- END OF SECTION XII -----**

**SECTION XIII**

**ANNEXURE-A**

**CERTIFICATE REGARDING NON-RELATIVE WORKING IN BSNL**

1. The tenderer or his staff shall not be a working officer/official of the BSNL. The near relatives of all BSNL employees/executives in the concerned territorial circle in which the work is stipulated under this contract either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
  - a) Members of a Hindu Undivided family.
  - b) They are husband and wife.
  - b) The one is related to the other in the manner as father, mother son(s), son's wife (daughter-in-law) Daughter(s) & daughter's husband (son-in-law) brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).
  
2. The tenderer(s) should give a certificate to the effect that none of his/her relatives as defined above are working in the SSA/Territorial Circle/ Metro Districts of BSNL in which the work is stipulated under this contract. In case of proprietorship firm, the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender work will be cancelled, and earnest money /security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person may also be debarred for further participation in the concerned unit.

**CERTIFICATE**

I.....S/o.....

R/o.....

Hereby certify that none of my relative(s) as defined above is/are employed in the **SSA/ Territorial Circle / Metro Districts of BSNL** in which the work is stipulated under this contract. In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me”

DATE\_\_\_\_\_

SIGNATURE OF TENDERER WITH SEAL

**Annexure-B**

**Declaration about Genuineness of Documents/Certificates**

(to be duly filled, signed, stamped, scanned and submitted  
with other documents as per clause-7 of Section-IV)

I/We..... hereby declare that the information furnished in the bid in response to the **NIT No. -----** is true and correct. I/we verify the genuineness and correctness of all documents, including experience certificates attached with the bid submitted electronically or as a hard copy. Further I also declare that I have submitted the tender document digitally signed, without any additions/deletions/modifications, as a token of having read, understood and accepted the terms and conditions therein. I/we am/are also aware that I/we shall be held responsible in case any document attached is found false/forged/fabricated/ tempered/manipulated at any stage and the BSNL is fully competent to take any action against me/my firm as deemed fit in accordance with the terms and conditions of the contract and law of the land.

Place: Signature of tenderer / Authorized signatory.....

Date: Name of the tenderer.....

Seal of the tenderer

**----- END OF SECTION XIII -----**

**SECTION XIV**

**BID FORM**

**NIT No.** AGM (TP)/CHTD/Transportation/2021-22/

Dated -----

To

AGM (Tender)  
BSNL, Chennai Telephones  
2, Kushkumar Road, Chennai – 600034  
Ph: 28216414

Dear Sir,

Having examined the terms & conditions of contract and the specifications including Addendum/Corrigendum (if any), the receipt of which is hereby duly acknowledged. We, the undersigned, hereby submit our offer to execute the work of Transportation of BSNL material / store within Tamilnadu and anywhere in India stipulated against this NIT in conformity with said terms & conditions of contract and specifications.

We undertake, if our Bid is accepted, we will execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document.

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period of 180 days from the date fixed for Qualifying Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

Bid submitted by us is in full compliance of the requirements of e-tendering.

Dated this ..... day of ..... (the year)

Signature of Authorized Signatory

.....

In capacity of

.....

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

Witness .....

Address .....

Signature .....

----- **END OF SECTION-XIV** -----

**SECTION XV**

**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

.....

Name of the Representative on behalf of the Bidder

.....

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

**SECTION XVI**

**SCHEDULE FOR QUOTING THE RATES FOR TRANSPORTATION OF MATERIAL**

**Tender No. AGM (TP)/CHTD/Transportation/2021-22/dated @ CNI-34 THE 19.05.2022 for Transportation of BSNL material / store for DGM Transmission Planning , BSNL, Chennai Telephones District**

***Rates has to be filled in the Financial e-bid containing the Price schedule in the excel format on e-portal i.e. <https://etenders.gov.in/eprocure/app>***

for	Rate quoted	In figures	In words
		a) Upto 50Kms (lump sum)(per trip) Rs.....	a).....
	RATE PER KM. FOR 6 METRIC		b).....
	TONNE LORRY INCLUDING	b) 51 – 150K ms Rs/Km.....	.....
	LOADING AND UNLOADING CHARGES	c) > 150 Kms Rs/Km.....	c).....
		.....	.....
	RATE PER KM. FOR 10 METRIC	a) Upto 50Kms.(lump sum) Rs.....	a).....
	TONNE LORRY INCLUDING	b) 51 – 150 kms Rs/Km.....	b).....
	LOADING AND UNLOADING CHARGES	.....	.....
		c) > 150 Kms. Rs/Km.....	c).....
			.....

**Notes:-**

1. Rate shall be quoted including all statutory duties/taxes etc. & for destination (GST)
2. GST shall be paid by BSNL wherever applicable as per prevailing rules and Guidelines.
3. Transportation of store can be to any distance/anywhere in Tamil Nadu & in certain cases anywhere in India.

Loading at BSNL Store/Equipment room and unloading at Store/equipment room or as directed by Divisional Engineers under **DGM Transmission Planning , BSNL, Chennai Telecom District**

----- **END OF SECTION XVI** -----

**Appendix-1 of Section IV**

Sl.No.	Defaults of the bidder / vendor	Action to be taken
A	B	C
<b>1a)</b>	<p align="center">Submitting fake / forged</p> <p>a) Bank Instruments with the bid to meet terms &amp; conditions of tender in respect of tender fee and/ or EMD;</p> <p>b) Certificate for claiming exemption in respect of tender fee and/ or EMD ;</p> <p>c) Detection of default at any stage from receipt of bids till award of APO/ issue of WO.</p>	<p>i) Rejection of tender bid of respective Vendor</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the bidder for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order</p> <p>iii) Termination/Short Closure of WO, if issued. This implies non-acceptance of further work &amp; services except to make the already received complete work in hand.</p>
	<b>Note :-</b> Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	
<b>1b)</b>	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with GST, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & conditions of tender	
	<i>(i) If detection of default is prior to award of AWO</i>	<p>i) Rejection of Bid</p> <p>ii) Forfeiture of EMD.</p> <p>iii) Banning of business up to three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL up to three years from date of issue of banning orders</p>
	<i>(ii) If detection of default after issue of AWO but before receipt of PG (DD, BG etc.)</i>	<p>i) Cancellation of AWO,</p> <p>ii) Rejection of Bid</p> <p>iii) Forfeiture of EMD.</p> <p>iv) Banning of business up to three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL upto three years from date of issue of banning orders.</p>



Sl.No.	Defaults of the bidder / vendor	Action to be taken
A	B	C
	(iii) If detection of default after receipt of PG (DD,BG etc.)	i) Cancellation of AWO. ii) Rejection of Bid iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned. iv) Banning of business upto three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL upto three years from date of issue of banning orders.
	(iv) If detection of default after issue of WO	i) Termination/ Short Closure of WO and Cancellation of AWO ii) Rejection of Bid iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned. iv) Banning of business up to three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL upto three years from date of issue of banning orders.
	<b>Note 3:-</b> However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items	
	<b>Note 4:-</b> No further supplies are to be accepted except that required to make the already supplied items work	
<b>2</b>	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threaten 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..	Banning of business up to three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL upto three years from date of issue of banning orders
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely	
<b>3</b>	Non-receipt of acceptance of AWO and SD/ PG by L-1 bidder within time period specified in AWO.	Forfeiture of EMD.
<b>4.1</b>	Failure to supply and / or commission the equipment and / or execution of the work at all even in extended delivery schedules, if granted against PO/WO.	i) Termination of PO/WO. ii) Undertake purchase /work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.

Sl.No.	Defaults of the bidder / vendor	Action to be taken
A	B	C
<b>4.2</b>	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.	i) Short Closure of PO/WO to the quantity already received by and / or commissioned in BSNL and/or in pipeline provided the same is usable and/ or the vendor promises to make it usable. ii) Undertake purchase/ work for balance quantity at the risk and cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting bidder.
<b>5</b>	The work executed is not satisfactory in accordance with the specifications mentioned in PO/WO/Contract	If the service rendered is not at all acceptable, recover its cost, if paid, from the o/s bills/PBG.
<b>6</b>	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD / PG & SD etc. and by invoking 'Set off' Clause 15 of Section V or by any other legal tenable manner.  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.
	a) for amount already paid by BSNL	
	b) for unit rate and/or amount higher than that approved by BSNL for that purchase.	
	<b>Note 5:-</b> The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	<b>Note 6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
<b>7</b>	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	i) Termination of PO/ WO. 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) Recovery of any loss incurred on this account from the vendor from its PG/ SD/ O/s bills etc. iv) Legal action will be initiated by BSNL against the Vendor if required
	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	
	b) Disrupts/ Sabotages functioning Of the BSNL network equipment such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipment but not limited to these elements and/ or any other TSP through BSNL.	
	c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s)	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc	
	e) undertakes any action that affects/ endangers the security of India	

<b>Sl.No.</b>	<b>Defaults of the bidder / vendor</b>	<b>Action to be taken</b>
<b>A</b>	<b>B</b>	<b>C</b>
<b>8</b>	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	i) Termination/ Short Closure of the PO/WO. ii) Settle bills for the service received if pending work does not affect the working or use of supplied items. iii) If the pending work affects the work Undertake recovery of financial penalty from outstanding dues of vendor including PBG/ SD.
<b>9</b>	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.	i) Termination/ Short Closure of the PO/WO. ii) Settle bills for the service received if pending work does not affect the working or use of the supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, if the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable Equipment / material (or its part). v) In case of turnkey projects, if the material is inducted in the network & it is not possible to return it and/ or material is accepted with degraded performance, the purchaser may determine the price for degraded equipment (Financial Penalty=Price- price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
<b>10</b>	If the vendor does not return/ refuse to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	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.
<b>11</b>	If the Central Bureau of Investigation/ Independent External concerned department. Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI

Sl.No.	Defaults of the bidder / vendor	Action to be taken
A	B	C
<b>12</b>	<p>The following cases may also be considered for Banning of business</p> <p>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</p> <p>b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily</p> <p>c) If the vendor/ supplier fails to submit required documents/ information, where required</p> <p>d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
	<b>Note 7:</b> The above penalties will be imposed provided it does not clash with the provision of the respective tender	
	<b>Note 8:</b> -In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines	
	<b>Note-9:</b> -Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC/ CAMC which will continue along with settlement of bills.	