



BHARAT SANCHAR NIGAM LIMITED

**(A Govt. of India Enterprises)**

**O/o General Manager (CMTS), Odisha Telecom Circle**

**2<sup>nd</sup> Floor, Telephone Exchange Building, BJB Nagar,**

**Bhubaneswar-751014, Odisha**

**BID DOCUMENT FOR  
SITC OF MANUAL FREE COOLING UNITS IN NBSNL SHELTER SITES OF  
ODISHA CIRCLE**

**BID No.- OR/CMTS/MANUAL FREE COOLING/SHELTER SITES /13-14/3**



**Bharat Sanchar Nigam Limited**  
(A Govt. of India Enterprise)  
**O/o General Manager (CMTS)**  
**Odisha Circle, BJB Nagar,**  
**Bhubaneswar- 751014**

No: OR/CMTS/MANUAL FREE COOLING/SHELTER SITES/13-14/3

dated 26.03.2014

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**Bharat Sanchar Nigam Limited**  
**(A Govt. of India Enterprise)**  
**O/o General Manager (CMTS)**  
**Odisha Circle, BJB Nagar,**  
**Bhubaneswar- 751014**  
**PART-A (TECHNICAL BID)**

**Section-I**

**NOTICE INVITING BID**

**Bid for SITC of manual free cooling units in NBSNL shelter sites of Odisha Telecom circle**

No: OR/CMTS/MANUAL FREE COOLING/SHELTER SITES/13-14/3

dated 26.03.2014

1. Wax / Tape sealed bids are invited for and on behalf of BSNL by the General Manager (CMTS), Odisha Circle, Bhubaneswar for Supply, Installation, Testing & Commissioning (SITC) of manual free cooling units in NBSNL shelter sites of Odisha Telecom Circle from those contractors/parties, who have experience in this field. The detail is as under:-

Name of Work	Estimated contract value	EMD	Price of Bid Document	Sale of bid document	Last date of receipt of bids	Date of opening of bid
Bid for SITC of Manual free cooling units in NBSNL shelter sites Of Odisha Telecom Circle	Rs 28,00,000/-	Rs. 56,000/-	500+ 5% VAT = Rs. 525/-	From 26-03-2014 to 15-04-2014 Between 10.00 to 13.00 Hrs. On all working days	15-04-2014 at 15:00 hrs	Technical Bid at 16:30 hrs. on dated. 15-04-2014 & Financial Bid will be intimated later on

**2. Eligibility Condition:-**

- The bidder should be a registered contractor under Central/State Government authority.
- The bidder should have experience of successfully executing the work of SITC( supply ,installation,testing & commissioning) of manual free cooling units/Auto free cooling units in Govt. Dept. / MTNL / BSNL / DOT/PSU/ Licensed Telecom Service Provider/Licensed Infrastructure Provider for a minimum amount of Rs.2,00,000/- in last three financial years (FY 10-11, 11-12 & 12-13). Experience certificate should be issued by an officer in the company's letter head not below the rank of DGM / O&M head of circle or Equivalent.
- The bidder should be registered for Service Tax with concerned department.
- The bidder should have Valid PAN card.
- The bidder should have valid EPF & ESI registration certificates.
- Bidder whose near relative(s) is/are employed in BSNL is not eligible to participate in the bid.

3. Intending bidders may obtain copy of the bid document containing commercial terms and conditions as per schedule and on payment of price indicated above

on working days. The payment will be accepted in the form of pay order or demand draft drawn on any scheduled bank in favour of AO (Cash), O/o GM(CMTS), Bhubaneswar payable at Bhubaneswar.

4. Bid document can also be downloaded from our web site [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in). In such case, a DD of an amount equal to the price of bid document drawn in favour of Account Officer (Cash), O/o-GM(CMTS) Bhubaneswar, payable at Bhubaneswar must be enclosed along with the technical bid. **The bid without DD of requisite amount will not be considered.**
5. Bid completed in all respect, addressed to AGM (NWP-II), O/o GM(CMTS), BSNL, BJB Nagar Telephone Exchange building, 2<sup>nd</sup> Floor, BJB Nagar, Bhubaneswar-751014 should reach as per schedule on the date and time mentioned above.
6. If bid opening day is declared as holiday, the bid will be opened on the next working day.
7. The GM(CMTS), Bhubaneswar reserves the right to reject any/all the bid(s) without assigning any reason thereof.

AGM (NWP-II)  
O/o G.M.(CMTS). Bhubaneswar.  
Tel. No. 0674-2431000

**SECTION-II**

**BIDDER'S PROFILE & OTHER DETAILS**



**(A.) General :**

1. Name of the bidder/Firm.....  
.....
2. Name of the person submitting the bid whose photograph is affixed  
Shri/Smt.....

In cases of proprietors/partnership firms the bid has to be signed by proprietor/partner only (as the case may be) and in case of private/ public limited Company by the M.D of the company or by the authorized representative of the company.

3. Address of the Firm  
.....  
.....  
.....
4. Telegraphic address  
.....  
.....
5. Tel. NO (With STD Code)  
(O)..... Fax..... (R).....  
Mobile .....

6. Nature of the firm: (Please tick the appropriate)

- i. Proprietorship
- ii. Partnership
- iii. Private Ltd.
- iv. Public Ltd.

(Please attach attested copies of document of registration/ incorporation of your firm with the competent authority as required by Business Law)

7. Name of the Proprietor/Partners/Directors

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

8. Bidders Bank Details

- i. Name of the Bank .....
- ii. Branch and its code .....
- iii. Account No(s) .....

9. Permanent Income Tax Number (PAN) .....

10. Service tax number: .....

**It is declared that the information furnished above is true and correct and I shall abide by all terms & conditions of this bid and corrigendum issued for this bid (if any).**

### **Section-III**

#### **BID FORM**

**Dear Sir,**

1. Having read the conditions of contract and services to be provided, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services with the conditions of contract and specifications for the sum shown in the schedule of quoting rates attached herewith and made part of this bid.
2. We undertake to enter into agreement within 15 days of being called upon to do so and bear all expenses including charges for stamp papers etc. and agreement will be binding on us.
3. If our bid is accepted, we will obtain the guarantee of a Scheduled Bank for a sum not exceeding 5 % of the contract value for the due performance of the contract.
4. We agree to abide by this bid for a period of 180 days from the date fixed for technical bid opening and it shall remain binding upon us and may be accepted of any time before expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Signature of the bidder with Seal

Date:

## SECTION-IV

### TERMS AND CONDITIONS

#### 1. Eligibility Condition:-

- i) The bidder should be a contractor registered by Central/State Govt. authority.
- ii) The bidder should have experience of successfully executing the work of SITC( supply,installation, testing & commissioning) of manual free cooling units/Auto free cooling units in Govt. Dept. / MTNL / BSNL / DOT/PSU/ Licensed Telecom Service Provider/Licensed Infrastructure Provider for a minimum amount of Rs.2,00,000/- in last three financial years (FY10-11, 11-12 & 12-13). Experience certificate should be issued by an officer in the company's letter head not below the rank of DGM /O&M head of circle or Equivalent.
- iii) The bidder should have valid PAN.
- iv) The bidder should have valid EPF & ESI registration certificates.
- v) The bidder should be registered for Service Tax with concerned department.
- vi) Bidder whose near relative(s) is/are employed in BSNL is not eligible to participate in the bid.

The near relative(s) means:

- a. Members of 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 husband(son-in-law),brother(s) & brother's wife, sister(s) & sister's husband(brother-in-law).

In case of proprietorship firm, certificate will be given by the proprietor, for partnership firm, certificate will be given by all the partners and in case of limited company by all the directors of the company. Any breach of these conditions by the company or firm or any other person, the bid / work will be cancelled and earnest money / security deposit will be forfeited at any stage whenever it is so noticed and BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

#### 2. SUBMISSION OF BIDS:-

Bid should be submitted in three envelopes placed inside a 4<sup>th</sup> envelope. These envelopes should contain the following:

Envelope	Marked on the cover of envelop	Content of envelope
First	Bid Security	Containing of Bid Security and cost of bid in case bid document is downloaded from website.
Second	Techno Commercial bid	Containing the <b>Part-A(Technical Bid)</b> of the bid document along with the required documents as per <b>clause-24 of section -IV</b>
Third	Financial bid	Containing the <b>Part-B(Financial Bid)</b> with rates duly quoted by the bidder in the prescribed format



The name of the firm and whether “Bid Security” or “Techno Commercial bid” or “Financial bid” must be clearly mentioned on these individual envelopes and should be properly sealed. Content of envelope shall be marked over it as stated above. These 3 envelopes are to be placed inside an outer 4<sup>th</sup> envelope which shall be properly sealed (packing PVC tapes/Sealing Wax) and marked with **Personal Seal. The name and address of the bidder should be mentioned on all four envelopes, bear (item name),the tender No. & the words “DO NOT OPEN BEFORE” (due date & scheduled opening time) and addressed to AGM (NWP-II) O/o GM(CMTS) ,BJB Nagar Telephone Exchange Building,2<sup>nd</sup>Floor,Bhubaneswar-751014. The bids, which are not submitted as per above mentioned procedure will be summarily rejected.**

3. The Sealed Cover Bids should be addressed to AGM (NWP-II), O/o GM(CMTS) Bhubaneswar super scribed on top of each envelope “**Bid for SITC of manual free cooling units in NBSNL shelter sites of Odisha Telecom circle**”. The same shall be dropped in the bid box placed in the office of AGM (NWP-II) O/o GM(CMTS) Bhubaneswar as per the schedule mentioned in NIT. The bids received by post or courier service after due date and time will not be entertained. The submission of more than one bid by the same person under different names shall be out rightly rejected.
4. The bid will be opened as per the schedule given in NIT in the conference hall, O/o GM (CMTS), BJB Nagar, Bhubaneswar in the presence of bidders or their authorized representatives who wish to be present at their own cost. If the bid opening day happens to be holiday then the same will be opened on next working day.
5. The rates shall be quoted in figures as well as words and should be inclusive of all taxes, duties and other levies, etc. **but exclusive of service tax.** If rates quoted of any item found different in figure and words, then rates quoted in words will be treated as final. Correction, in any must be signed in full by the bidder; otherwise the bid is likely to be rejected. The conditional and incomplete bids are liable to be rejected.
6. **Forfeiting of bid security:-** The bid security may be forfeited on the following grounds:
  - 6.1 If a bidder withdraws his bid during the period of bid validity (i.e 150 days from date of technical bid opening) specified in the bid document  
OR
  - 6.2 If the bidder makes any modifications in the terms and condition of the bid before acceptance of the bid, which are not acceptable to the BSNL  
OR
  - 6.3 If the documents submitted by bidders are found to be false/forged at any stage.  
OR
  - 6.4 In case of successful bidder, if the bidder fails to sign the agreement in accordance with bid condition or fail to deposit performance security in accordance with bid conditions.

7. **PERFORMANCE SECURITY DEPOSIT:-**

- i) 5 % of the value of work awarded/contracted value for due and proper performance of the contract.
- ii) On acceptance of the bid, the successful bidder has to submit the PBG as performance security in the form of Bank Guarantee from a nationalized Bank valid for 18 months in favour of Account Officer (Cash) BSNL O/o GM (CMTS), Bhubaneswar

within 15 days of acceptance of the bid and also enter into an agreement within this period. If the bidder fails to deposit the performance security and/or enter into an agreement, his EMD shall stand forfeited, unless the time given is extended by the GM(CMTS) Bhubaneswar for valid reasons.

iii) The performance security deposit/PBG shall be returned to the contractor after expiry of validity of the Bank guarantee subject to, receipt of necessary certificates from the field officers about satisfactory performance of manual free cooling units during warranty period.

8. The bidders (SSI) who are registered with National Small Scale Corporation under Single Point Registration scheme are exempted from bid security up to the amount equal to their monetary limit. In case of bidder, having monetary limit as no limit the exemption will be limited to Rs.50,00,000/- (Rs. Fifty Lakhs) only as per the existing policy of BSNL. A proof regarding current registration with NSIC for the tendered item will have to be attached along with the bid.
9. BSNL will not be liable to pay any interest on Earnest Money or Security deposit that is in its custody. BSNL also reserves the right to forfeit the Earnest Money/Security deposit to BSNL if the bidder before or after acceptance of the bid fails to comply with any terms and conditions set out above or in any other contract agreement which may drawn as a consequence of this bid.
10. The earnest money of unsuccessful bidders shall be refunded after signing the agreement or after cancellation of a bid to the bidders in accordance with the rules of the BSNL in due course.
11. The bid quoted should be valid for 150 days from the date of opening of the bid.
12. The bidder should sign on each page of bid document & certificates attached with the qualifying bid. The documents and certificates attached without signature by the bidder on each page will be summarily rejected.
13. If any information submitted by the bidder is found incorrect at any time, the bidder will be black listed.
14. No conditional bid will be accepted. Submission of more than one bid under different names is prohibited.
15. Any attempt made to negotiate directly or indirectly with the authority to whom the bid has been submitted or to make attempt to secure any interest for any prospective or to exert influence by any means for acceptance of particular bid will render the bid liable to be rejected.

16. The GM (CMTS) Bhubaneswar reserves the right to award a part or whole of the bid to one or more than one bidder.

### 17. Evaluation Criteria:

The L1 bidder will be decided on the basis of price quoted by the bidder in the Part-B Financial Bid , Section-I\_(Schedule of quoting rate)\_of the tender document.

- . The power of acceptance of the bid will rest with the GM (CMTS) Bhubaneswar, who is not bound to accept the lowest or any bid. GM (CMTS) Bhubaneswar also reserves the right to award the work in the CMTS unit either to a single or to more than one bidder.
- 18 Normally the bid is accepted whose quoted rates are found to be lowest as per the evaluation criteria above but the GM(CMTS) Bhubaneswar is not bound for such acceptance.
- 19. The BSNL reserves the right to carry out the work in part or in full through department or through other contractor/agencies. The GM (CMTS) Bhubaneswar reserves the right to appoint one or more contractor for the job.
- 20. However, GM(CMTS) reserves the right to award the work to both L1 & L2 qualified bidders, if required, on lowest approved rate ie L1 rate and the quantum of work would be divided between L1 & L2 bidders, if desires so.
- 21. **Validity of the contract:** The rates accepted & approved will ordinarily be operative for a period of one year only from the date of agreement. Bid can be extended on mutual consent by another six months at the same rates and terms & conditions. Accordingly , BG should be extended suitably. The GM (CMTS), Bhubaneswar also reserves the right to reduce the period of bid.
- 22. **Right to vary quantities:** The contract value of the bid is as per NIT. However,
  - a) BSNL reserves the right to increase or decrease up to 25% of the quantity of services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
  - b) GM (CMTS) also reserves the right for placement of additional order or up to 50% of the additional quantities of goods & services obtained in the running tender/Contract within a period of 12 months from the date of acceptance of the tender at the same rate and terms and conditions.
  - c) In exceptional situation when the requirement is in emergent in nature & it is necessary to ensure continued services from the existing bidder, GM(CMTS) reserves the right to place the repeat order up to 100% of the quantities/services contained in the running tender/contract within a period of 12 months from the date of acceptance of the contract at the same rate and terms and conditions.
- 23. In case of death of contractor during the period of the contract, GM (CMTS), Bhubaneswar at his opinion either immediately terminate the agreement or may allow the surviving partner/legal heir of the contractor to complete the contract as per terms and conditions of agreement & tender.
- 24. **SUBMISSION OF DOCUMENTS:** The bidder should submit the following documents with the Technical Bid duly attested, failing which the bid will not be entertained.
  - a) **Bid Security:** Bid security shall be deposited in the form of Crossed Demand

Draft issued from any scheduled bank drawn in favor of Account Officer (Cash),O/o GM(CMTS),BSNL, Bhubaneswar payable at Bhubaneswar. The Bid form submitted without bid security will be summarily rejected.

**b) Part-A (Techno-Commercial bid):**

- i) Attested copy of experience certificate as mentioned in NIT.
- ii) Attested copy of Service Tax registration certificate.
- iii) The registration certificate of the firm/Individual contractor
- iv) Attested Copy of PAN card
- v) Valid EPF and ESI registration certificates
- vi) Memorandum of Association (MOA)/Partnership deed/Certificate of Sole proprietorship whichever is applicable.
- vii) No near relative certificate as per Section VI. If it is a Partnership Firm/Company from all partners, of the firm/all directors of the company.
- viii) Bid form duly filled in, as per Section III.
- ix) Bidders profile dully filled in, as per Section II of the bid document.
- x) Original "Power of Attorney" if applicable.
- xi) Cost of bid document as per NIT to be deposited in the form of Pay order or Crossed Demand Draft issued from scheduled bank, drawn in favour of Account Officer (Cash) BSNL O/o GM (CMTS),Bhubaneswar payable at Bhubaneswar, if the bid document is downloaded from our web site.

**NOTE :**

1. **The documents should be attested by a Gazette Officer/Notary Public with date.**
2. **Original documents should be produced before the award of contract.**

**c)Part-B(Financial Bid): As per the Section-I.**

25. The contractor shall receive all letters addressed to him by the concerned officer-in-charge working in the CMTS unit either personally or through his authorized agents, failing which letters will be posted to him. The officers will not be responsible for non-receipt or late-receipt of letters. The content of these letters shall be binding on the contractor as if these were received by the contractor on the date of posting.

26. Specifications for manual free cooling for NBSNL shelter sites will be as follows:

**(a) Air inlet system:-**

Supply & fitting of air filter Enclosure of size 360 mmx360 mmx200 mm by cutting shelter wall making provision of fixing drawout type filter of size 305 mmx305 mmx100 mm with air washable 20 micron polyester type media supported by 4 mm GI stick from both side zigzag way.The filter is capable to supply ir max 2000 CFM.Locking arrangement of filter inside the shelter & fixed louvers at outdoor with rain guard. Sealing air gap by using silicon adhesive etc. complete as required.

**(b) Air Outlet system:-**

Supply & fitting of heavy duty exhaust fan having 1000 CFM air exhaust capacity operating voltage 230 V ac, 50 Hz, 4 pole, 300 mm, 1400rpm etc complete as required (make Crompton/Almonard) including cutting the shelter wall and making good the damages etc. complete as required. (make of fan : Crompton/Almonard)

Cutting shelter wall, making provision for exhaust fan, complete with box type gravity louvers of size 350 mm x 350 mm x 75 mm with fixed louvers for rain guard of size 400 mm x 400 mm x 100 mm, sealing outdoor air gap by silicon adhesive etc. complete as required

**(c) Supply point:-**

Wiring with 1.5 sqmm copper wire in PVC casing capping on surface of shelter wall including fixing of 15A switch in suitable box for extending power supply to exhaust fan etc. Complete as required.

**27. Installation:**

- (a) Making suitable cutouts in the shelter for inlet unit & outlet air unit shall be the firm's responsibility.
- (b) Air inlet unit shall be installed as low as possible at a position which allows proper air circulation in the shelter and there is no hindrance for suction of fresh air.
- (c) Outlet unit should be installed diagonally opposite to the free cooling box above door height as far as possible. This should be adequately sealed to prevent any leakage of cool air when AC is on.
- (d) The firm shall be responsible for installation, testing & commissioning of manual free cooling units on turnkey basis.
- (e) All installation materials ( nuts, bolts etc), power cables, switches in suitable boxes and all other accessories shall be supplied by the firm at its own cost.
- (f) All Electrical works shall comply with Indian Electricity rules and CPWD general specifications for electrical work.

**28. TECHNICAL SPECIFICATION FOR ELECTRICAL WORKS**

**I. General**

- 1. All components, accessories, raw materials and finished parts used in manufacture and assembly of switch boards, power circuit wiring and earthing system shall comply with the relevant Indian Standards amended up to date.

2. The entire work shall comply with Indian Electricity rules and CPWD general specifications for electrical work. Particular care shall be taken to ensure compliance to I.E. rules 41,45,51 and 61.

3. When cables pass through pipes, wooden bushes shall be provided at both the ends. When cables are required to pass through floors or walls, pipe inserts shall be provided and openings sealed in approved manner.

## II. Wiring

1. Power wiring shall be carried out with ISI marked 1.1 kV grade PVC insulated copper conductor cables.
2. Power wiring for AC shall be carried by 3 core 4 sqmm PVC insulated PVC sheathed copper conductor cables.
3. All cables/wires shall be of adequate cross sections to restrict the voltage drop but each conductor shall not be less than 1.5 sqmm.
4. Runs of wires within shall be neatly bunched and suitably supported/clamped. Means shall be provided for easy identification of the wires by means of labeled ferrules.
5. While making the end connection of wires, no strand shall be out and the termination of wire shall be done with necessary lugs and ferrule by crimping method without any extra payment.

## 29. GUARANTEE ETC :

- i) The entire installation system shall be guaranteed against any inherent defect of faulty workmanship and for its perfect functioning for a period of one year from the date of successful commissioning of entire system.
- ii) Free services as per manufacturer's standard practice and norms will be provided.
- iii) The contractor shall impart training to the operator deputed by the department for operation and attending the minor faults free of cost.
- iv) All work will be executed as per CPWD (Internal / External) specifications, relevant IE rules

## 30. COMPLETION OF WORK

On completion of work in all respect as per agreement, the work shall be considered as completed only after successful commissioning and testing.

## 31. TAKING OVER OF INSTALLATION

- i) The free cooling unit installation shall be taken over by BSNL after successful completion of testing.

ii) Till the installation is complete and handed over to the Engineer-in- Charge of free cooling unit shall be the responsibility of the supplier.

**32. TERMINATION OF BID/CONTRACT & FORFEITING OF SECURITY DEPOSITS:**

The bid/contract will be terminated and security deposit will be forfeited on the following grounds:

i) If the bidder fails to comply with any of the clause of the terms & conditions.

Or

ii) If any of the information furnished by the bidder is found to be incorrect.

Or

iii) If the approved bidder subcontracts/sublets his bid contract to any other Person/firm/company.

**33.FORCE MAJEURE**

If any time, during the continuance of this contract, the performance in whole or in part of either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine, restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happening, of any such eventuality is given by either party to the other within 21 days from the occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim damage against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies 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 either party may, at his option terminate the contract.

**34.ARBITRATION:** if there is any dispute of any kind in the interpretation of any clause in terms and conditions of contract, the matter will be referred to CGMT Odisha Circle-Bhubaneswar or any other person nominated by him on behalf of whom decision will be final and binding. The jurisdiction of Civil Court shall be at the head quarter of GM(CMTS) Bhubaneswar.

## SECTION-V

### SPECIAL TERMS & CONDITIONS

#### 1. AMENDMENT OF BID DOCUMENTS:

- 1.1 At any time, prior to the date for submission of bids, the tendering authority may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 1.2 The amendments shall be notified in writing or by email or FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the tendering authority and these amendments will be binding on them.
- 1.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Tendering authority may, at its discretion, extend the deadline for the submission of bids suitably.

**2. If any one of the above items required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, the tendering authority may at its discretion call for any clarification regarding the document. The Tendering authority may also ask for submission of any additional/missing document/items within a stipulated time period. In such case(s), the bidder shall have to comply the Tendering authority's requirement within the specified time. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard**

#### 3. SUB-CONTRACTOR

- a. No sub contract in any circumstance is permissible.
- b. The contractor shall indemnify and save harmless to the BSNL from and against all actions, suits, proceedings, losses, costs damages, charges, claims and demands what so ever, either in law or in equity and all cost (inclusive between attorney and client) and charges and expenses that the BSNL may sustain out of or incidental (to in connection with any act (s) or commissions) of the contractor, his agents, employees.



#### **4. QUALITY OF WORK**

The BSNL shall be the final judge of the quality of the work and the satisfaction of the standards in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the BSNL and/or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein. The Divisional Engineer has the right to prohibit the use of men and any tools, materials or equipments, which in his opinion do not produce work or performance, meet the requirement of the contract documents. The contractor should provide necessary assistance or man power for checking of manual free cooling work done for test check by company's authorities.

#### **6. TAXES AND DUTIES**

Contractor shall pay all rates, levies, fees, royalties, taxes and duties except service tax payable or arising from out of by virtue of or in connection with and/of incidental to the contract or any of the obligations of the parties in terms of the contract 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 and default by the contractor in the payment thereof. Service tax will be paid extra by BSNL wherever applicable as per rate in force.

#### **7 INSPECTION**

All work under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Divisional Engineer in charge and his authorized subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Divisional Engineer in charge of his subordinate to visit the work shall have been given to the contractor, either himself be present to receive order and instruction, or have in responsible agent duly accredited in writing be present. Orders given to the contractor agent shall be considered to have the same force as if they have been given to the contractor himself. The work during its progress can also be inspected by the officer of the company from time to time.

#### **8. EMPLOYEES PROVIDENT FUND**

The contractor shall comply/fulfill the provisions of the EPF and Misc. Provisions Act.-1952 and Employees Provident Fund Scheme-1952 as amended up to date in respect of

labours / employees engaged by them for performing this work. Any consequences arising due to non-complying of the provisions as specified above shall be the sole responsibility of the firm.

## **9. COMPENSATION FOR DELAY**

a) The time allowed for carrying out the work as entered in the work order schedule shall be strictly observed by the contractor. The work shall throughout the stipulated period of the Contract be proceeding with all due diligence and the Contractor shall pay as compensation in the form of liquidated damages of an amount equal to 1.5 (one and a half) percent of the amount of the work awarded for every one week or part there of delay in completion of work in all respects. "Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed twelve percent on the tendered cost of the work.

b) On any date the compensation payable as above reaches 10% of the estimated cost of the work, the Contractor should proceed with the work further only on getting a written instruction from DET that, he is allowed to proceed further with the work. It will be in the discretion of the DET to allow the Contractor to continue with the work on the basis of any written agreement reached between the Contractor and the Divisional Engineer one of the conditions of such agreement may be a stipulation for the contractor to agree for realization of compensation for delay at higher rate as may be approved by competent authority and agreed between the DET and the Contractor.

c) However in a particular case, if the Divisional Engineer is satisfied based on the facts and circumstances of the case and all based on written representation that the contractor may make in this regard that the slow progress was due to the reasons beyond the control of the Contractor and for reasons not attributable directly or indirectly to contractor, the DET may have discretion to waive the realization of compensation for delay. Whenever such a decision has been taken, the Contractor should ensure that the DET has actually taken such a decision and it has been communicated to the Contractor in writing before proceeding further with the work.

d) If after awarding the work, the work has not been commenced within 15 days of the award of the work, the Security Deposit will stand forfeited to the BSNL if so desired by Divisional-Engineer-in-Charge.

e) If after commencement of the work, the contract is terminated for slow progress, in addition to recovery of compensation for delay the full security deposit shall also be forfeited to the BSNL if so desired by Divisional-Engineer-in-Charge.

## 10 PRICE VARIATION

The BSNL shall not be responsible for any escalation on prices of labour or materials machinery, equipments etc. What-so-ever or any increase in duties, levies or taxes on respect there of what-so-ever and the Contractors rates and Contractors obligation shall remain unaffected by such escalation and/or increase.

## 11 PAYMENTS

- a) The contractor shall submit bill on completion of the work based on the verification by site –in- charge and DET –In-charge.
- b) Income tax at the prevailing rates with applicable surcharge & education cess for which the bill has been passed will be deducted as tax at source, under relevant BSNL Rules. However, if any new legislation comes into effect for deduction of tax at source at any other rate, deduction will be made at that rate.
- c) Necessary Income tax Deduction certificate will be issued by Accounts Officer (Cash), Office of the General Manager (CMTS), Bhubaneswar detailing the amount so deducted as tax at source at the time of payment of each bill.
- d) The bills are to be submitted in DUPLICATE and in the manner and form that may be prescribed by the Divisional Engineer. Payments will be made only by Account Payee cheque /RTGS on any Nationalized/Schedule Bank. The contractor has to intimate his bank account number and branch details for issuing the cheque.
- e) Any liquidated damages due shall also be recoverable from the bills submitted for payment, by the aforesaid officers.
- f) The Divisional Engineer will have right to recover liquidated damages for delay or slow progress of the work from the bills submitted for payment.
- g) The Security Deposit shall be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of account.
- h) The final settlement of the bills and refund adjustment/appropriation of any amount retained, the contractor shall be made fully free after the Divisional Engineer is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the contractor on any count.

- i) The bill shall have to be submitted by the contractor within one month of the date of completion. 90% of the billed amount will be paid after successful completion of work.
- j) The 10% amount retained as security deposit will be refunded after one year of completion of the work on the basis of "No objection certificate" issued by DE- In charge of the work. Any defect noticed during this period has to be attended without any extra payment.
- k) The contractor shall be required to correct all defects reported by Engineer in-charge. Further on neglect on the part of the Divisional Engineer or his representative, to confirm or reject inferior work, notwithstanding, final acceptance of the work or any part thereof by the company/the Divisional Engineer/Engineer in-charge or his representative shall not be construed to imply the acceptance of such work. The provisions of this clause shall not in any way affect or limit the contractor's liability under the undertakings and guarantee contained in the contract document.

12. If the approved bidder refuses to accept the work order for execution of any specified work, the department reserves the right to get the work done by other agencies even with the higher rate and difference of the cost will be deducted from the approved bidder pending bill/security deposit.

***13. The approved bidder or his labour or staffs will not claim any appointment temporary or permanent in BSNL whatsoever. The bidder must comply & abide by all the labour laws, statutory laws and provisions as applicable from time to time.***

14. The G.M (CMTS). Bhubaneswar reserves the right to suspend any schedule item/items temporarily or permanently.

15. G.M.(CMTS). Bhubaneswar shall have powers to make any alterations, modifications, additions to or any substitution for the original specification and instructions that may appear to him be necessary during the progress of work and the bidder shall carry out the work in accordance with any instructions which may be given to him in writing signed by the G.M.(CMTS). Bhubaneswar or any subordinate officer and such alternation, modifications, addition or substitution, shall not invalidate the contract. Any altered, additional or substituted work, which the bidder may be directed to do in the manner specified above as part of the work, shall be carried out by him on the same condition in all respect in which he agreed to do the main work.

16. G.M (CMTS) Bhubaneswar also reserves the right to divert any bidder anywhere throughout the CMTS unit where found necessary at existing approved rates.

17. The offer when accepted will constitute a binding contract upon the bidder to supply the goods/services on demand or within the period prescribed by this office or its subordinate units in the written orders placed in this regard.

18.No extra charges such as Octroi and Transportation etc will be paid to the bidder by BSNL.

19 . Components damaged by the bidder or his worker due to negligence or mishandling or due to unskilled working will have to be replaced by the bidder free of cost.

20. The accepted rates will be operative for one year from the date of agreement.  
The G.M.(CMTS).Bhuaneswar may extend or reduce the period if necessary as per administrative convenience.

21.The jurisdiction of the civil court shall be at the Head Quarter of the G.M.(CMTS).  
Bhubaneswar.

22.BSNL reserves the right to carry out the work in part or in full departmentally or through any other contractor. BSNL also reserves the right to appoint one or more contractors for this job.

**SECTION-VI**

**UNDERTAKING & DECLARATION**

The tenderer hereby covenants and declares that all the information, Documents, Xerox copies of the Documents/ Certificates enclosed along with the Tender document are correct and if any thing found false and/or incorrect and/or any suppression of fact is detected at any time, tender will be terminated and EMD/SD/Bills pending with company will stand forfeited to BSNL and the contractor will be debarred from participation of any tender of this company in future.

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

Signature of Tenderer  
along with date & Seal

## SECTION - VII

### CERTIFICATE REGARDING NON-RELATIVE WORKING IN DOT/BSNL

1. The bidder or his staff shall not be a working officer/official of the DOT / BSNL. The near relatives of all BSNL, employees (non-executive employees working in CMTS unit (name of unit) & executive employees (also called Group-A & Group-B officers) working in Odisha Telecom Circle (name of unit) either directly recruited or on deputation are prohibited from participation in this bid. 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).
  
2. **The bidder (s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL/DOT 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 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 bid 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 will also be debarred for further participation in the concerned unit.

#### CERTIFICATE

**A. Certified that none of my/our near relative/relatives is/are working any where in DOT/BSNL.**

**B .The format of certificate is**

“ I/we..... S/O..... -----

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

DATE-----

**SECTION-VIII**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

Subject: Authorization for attending Bid opening on ..... (Date) in the tender  
of .....  
.....

Following person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of  
.....(Bidder) .

<b><u>Name</u></b>	<b><u>Specimen Signature</u></b>

Alternate Representative

Signature of Bidder

Or

Officer authorized to sign the Bid

Document on behalf of the Bidder.

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



## SECTION IX

### Format For the Performance Guarantee

(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

Sub: Performance guarantee.

Whereas GM(CMTS) BSNL Odisha Circle, Bhubaneswar (hereafter referred to as BSNL) has issued an APO no. .... Dated ...../...../20.... awarding the work of ..... ..to M/s ..... R/o .....(hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of GM(CMTS) BSNL Odisha Circle, Bhubaneswar of Rs. ..../- (hereafter referred to as

"P.G. Amount") valid up to ...../...../20.....(hereafter referred to as "Validity Date") Now at the request of the Bidder, We ..... Bank .....Branch having .....

(Address) and Regd. office address as ..... (Hereinafter called 'the Bank') agreed to give this guarantee as hereinafter contained:

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

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Signature of Bidder

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reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. Notwithstanding anything herein contained ;

(a) The liability of the Bank under this guarantee is restricted to the 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.

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash), BSNL , O/o GM (CMTS), Bhubaneswar payable at Bhubaneswar

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

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

Telephone Numbers .....

Fax numbers .....

**SECTION-X**  
**AGREEMENT**

AGREEMENT made on this .....between the General Manager (CMTS), BSNL, Orissa Telecom Circle, Bhubaneswar for and on behalf of BSNL, (which expression shall unless executed by or repugnant to the context include his successors and assignees) on one part and .....herein after called the “contractor” (which terms shall include their heirs, executors, successors and assignees) on the other part.

Where as in response to the Tender Notice No.....issued by G.M.(CMTS), BSNL, Orissa Telecom Circle, Bhubaneswar and .....has been declared successful tenderer for the work.

Where as this office is desirous of getting executed work of : SITC of manual free cooling units in NBSNL shelter sites of Odisha Circle includes ..... The contractor has offered to enter into a contract with the BSNL for the said work as per the terms and conditions specified under the CONDITIONS OF CONTRACT in accordance with the specifications mentioned in **Section-IV**

Now this agreement witnessed and it is hereby agreed and declared and between the parties as follows:

1. That the contract shall remain valid for a period of one year from the date of agreement.
2. That the agreement is governed by the contents of the tender document and the tender document containing instruction to tenderer CONSTRUCTION SPECIFICATION AND CONDITION OF CONTRACT annexed hereto and such other additional particulars, instruction, drawings as may be found requisite to be given during execution of the contract shall also be deemed to be included in the expression “contract” or “contract document” wherever herein used.
3. That in consideration of the payments to be made to the contractor for the work to be executed by him the contractor hereby conversant with the contract documents duly provide, execute and complete the said works and shall perform all other acts, deeds, matters and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the same time and in the manner and subject to the terms and conditions stipulations mentioned in the contract.
4. That in consideration of the due provisions, executions and completion of the said works, the BSNL hereby agree with the contractor the respective amounts for the work done by the contractor and such other sum(s) as may become payable to the contractor under the provisions of contract.
5. That the CMTS unit, Bhubaneswar is free to distribute the work more than one bidder as per the tender criteria and the L-1 bidder will abide the instructions.
6. That in accordance with the provision of Tender Document this agreement is being executed on deposit of Security Amount and EMD amount as detailed herein for SITC of manual free cooling units in NBSNL shelter sites of Odisha Circle.

NAME OF WORK	EMD DETAILS	P.S.D.DETAILS
SITC OF MANUAL FREE COOLING UNITS IN NBSNL SHELTER SITES OF ODISHA CIRCLE		

SIGNED & DELIVERED  
ON BEHALF OF

SIGNED & DELIVERED  
ON BEHALF OF BSNL

**ADDRESS OF CONTRACTOR**

<u>PRESENT</u>	<u>PERMANENT</u>
----------------	------------------

**IN PRESENCE OF**

- |    |           |   |    |           |   |
|----|-----------|---|----|-----------|---|
| 1. | SIGNATURE | : | 2. | SIGNATURE | : |
|    | NAME      | : |    | NAME      | : |
|    | ADDRESS   | : |    | ADDRESS   | : |

## SECTION-XI

### SSA-WISE LIST OF NBSNL SHELTER SITES IN ODISHA CIRCLE,WHERE MANUAL FREE COOLING UNITS TO BE INSTALLED

SI No.	SSA Name	No. of NBSNL Shelter sites
1	Balasore	18
2	Baripada	39
3	Berhampur	12
4	Bhawanipatna	10
5	Bhubaneswar	79
6	Bolangir	7
7	Cuttack	23
8	Dhenkanal	6
9	Keonjhar	22
10	Koraput	12
11	Phulbani	2
12	Rourkela	29
13	Sambalpur	30
<b>TOTAL</b>		<b>289</b>

**PART-B (FINANCE BID)**

**SECTION-I**

**Schedule of Quoting Rates**

To

The General Manager (CMTS)  
Odisha Circle, Bhubaneswar

**Sub: Our bid for Bid for SITC of manual free cooling units in NBSNL shelter sites of Odisha Circle**

**NIT No.:-**

**OR/CMTS/MANUAL FREE COOLING/SHELTER SITES /13-14/3**

**dated 26.03.2014**

Dear Sir,

Having examined the bid documents, terms and conditions stipulated therein, specifications of works, we the undersigned offer to carry out SITC of manual free cooling units in NBSNL shelter sites of Odisha circle on the Rates quoted as under.

<b>S/ N</b>	<b>ITEM/JOB</b>	<b>Unit rate in figure inclusive of all taxes &amp; duties except Service Tax</b>	<b>Unit rate in words inclusive of all taxes &amp; duties except Service Tax</b>
1.	<p>Supply &amp; fitting of air filter Enclosure of size 360 mmx360 mmx200 mm by cutting shelter wall making provision of fixing drawout type filter of size 305 mmx305 mmx100 mm with air washable 20 micron polyester type media supported by 4 mm GI stick from both side zigzag way. The filter is capable to supply air max 2000 CFM. Locking arrangement of filter inside the shelter &amp; fixed louvers at outdoor with rain guard. Sealing air gap by using silicon adhesive etc. complete as required. damages, worm protection net etc. complete as required</p> <p>Supplying, fixing, testing &amp; commissioning of heavy duty exhaust fan with gravity based louvers with appropriate rain guard protection, suitable for operation on 230 volts, 50 Hz, single phase AC supply, RPM not more than 1500 and CFM not less than 1200, including cutting the shelter wall and making good the damages etc. complete as required. (make of fan : Crompton/Almonard)</p> <p>Cutting shelter wall, making provision for exhaust fan, complete with box type gravity louvers of size 350 mmx350 mmx75 mm with fixed louvers for rain guard of size 400 mmx400 mmx100 mm, sealing outdoor air gap by silicon adhesive etc. complete as required</p> <p>Wiring with 1.5 sqmm copper wire in PVC casing capping on surface of shelter wall including fixing of 15A switch in suitable box for extending power supply to exhaust fan etc. complete as required.</p>		

**\*Note: Service Tax shall be paid extra as applicable.**

**Signature of the bidder** \_\_\_\_\_

**Name of bidder** \_\_\_\_\_

**Address** \_\_\_\_\_

