

BHARAT SANCHAR NIGAM LIMITED O/o General Manager (CM), Odisha Telecom Circle

For Marketing Activities BSNL, Odisha Circle

TENDER No-OR/CM/SM/Marketing Activities/20-21Dated at BBSR 12th Mar 2021

Name of the Item/ Work

- Design, Printing & Supply of Vinyl Dangler with PVC sticker on both sides with hanging arrangement 1.5ft x 1ft
- Design, Printing & Supply of Flex/Replacement on Dept. hoardings
- Wall Painting across Prominent roads
- Design, Printing, Fabrication and installation of Flex Board (2ft x 4ft)
- Design, Printing & Supplying of PVC tape with BSNL branding
- Design, Printing & Supply of Posters and Leaflets
- Design, Printing & Supply of Garden Umbrella for Outdoor Marketing activity

Interested vendors having requisite experience can apply for one or more Jobs separately.

Last date & time for submission	13.00 Hrs. of 6th Apr 2021		
Date & time of opening of technical Bid	14.00 Hrs. of 7th Apr 2021		
Date & time of Financial Bid opening	It will be intimated latter on.		

PLACE OF OPENING
CONFERENCE HALL,
O/o CGM, BSNL BHAWAN, ASHOK NAGAR
UNIT-II, BHUBANESWAR-09

Issued By:

AGM (S&M)-CM O/o the CGM BSNL, ODISHA Circle, Bhubaneswar-751009.

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

Note: Interested bidders can apply for more than one item at a time. In such situation bidder has to upload SEPARATE TENDER DOCUMENTS for each item with relevant experience and Tender document cost.

Signature of Bidder With official seal & date

TENDER DOCUMENT FOR MARKETING ACTIVITIES

BHARATSANCHARNIGAMLIMITED

(A Government of India Enterprise)
O/o CGM, BSNL BHAWAN, ASHOK NAGAR, BHUBANESWAR-751009

From:

CGM, BSNL, Odisha Circle, BSNL Bhawan, Unit-II, Ashok Nagar, Bhubaneswar -9

Sub:-Tender document for Marketing Activities

Tender No.: OR/CM/SM/Marketing Activities/20-21

Dated at BBSR the 12th Mar 2021

Please find enclosed the tender document in respect of above mentioned tender which contains the following.

Section No.	Item	Page No.
1.Part A	Detailed Notice Inviting E-NIT	
1. Part B	Notice Inviting E-tender	5
2.	E-Tender Information	6
3 Part A	Scope of work	8
3 Part B	Specifications	9
4 Part A	General Instructions to Bidders(GIB)	11
4 Part B	Special Instructions to Bidders(SIB)	18
4 Part C	E-tendering Instructions to Bidders	19
5 Part A	General (Commercial) Conditions of Contract (GCC)	22
5 Part B Special (Commercial) Conditions of Contract (SCC		26
6 (A) AnnxI Undertaking & Declaration.		28
6 (B) AnnxII Non-working of near Relations in BSNL		29
7 (A) AnnxIII Performa for BID security / EMD Guarantee		30
7 (B) AnnxIV		
7 (C) AnnxV	7 (C) AnnxV Performa for authorizing to attend BID opening	
8. AnnxVI	Bidder's Profile	33
9 (A) AnnxVII	9 (A) AnnxVII BID Form	
9 (B) AnnxVIII Price schedule		36
9 (C) AnnxIX	9 (C) AnnxIX Certificate For Technology Partner	
AnnxX Detail Scope of Work		41
AnnxXI	Check List	43

If interested, kindly submit your bid offer online through e-tendering portal on or before 13.00 Hrs. of 6th Apr 2021.

AGM (S&M)-CM,

O/o the CGM, BSNL, 2nd Floor Sales section BSNL Bhawan, ASHOK NAAGR, Unit-II Tel.:0674-2506179, FAX-2504034 E-Mail:agm.sm.cm@gmail.com

SECTION-1 (PART-A) Detailed NOTICE INVITING E-TENDER (DNIT) BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

O/o CGM, BSNL BHAWAN, ASHOK NAGAR, UNIT-II, BHUBANESWAR-751009

Digitally sealed Tenders are invited by CGM, BSNL, Odisha Circle, for supplying the following Items.

1	Tender Notice No. & Date	OR/CM/SM/Marketing Activities/20-21 Dated at BBSR the 12th Mar 2021
2	Time and date of E-submission of tender	Up to 13.00 Hrs. of 6th Apr 2021.
3	Time& Date of E- opening of Tender (Technical Bid Only)	The tenders shall be opened on 14.00 Hrs. of 7th Apr 2021through 'Public Online Tender Opening Event (POTOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices However, if required, authorized representatives of bidders can attend the TOE at the Conference Hall, 4th floor, BSNL BHAWAN, ASHOK Nagar; Bhubaneswar-751009 where BSNL's Tender Opening Officers will conduct Public Online Tender Opening Event (TOE) on 14.00 Hrs. of 7th Apr 2021 .
4	Minimum Validity of Tender offer	150 days from the date of opening
5	Availability of Tender Document	Tender document can be downloaded from the website: www.Odisha.bsnl.co.in. Further the Tender document for participating in E-tender shall be available for downloading from https://etenders.gov.in/eprocure/app and to be submitted in the e-format from 12th Mar 2021 to13.00 Hrs. of 6th Apr 2021. As tenders are invited through e-tendering process, physical copy of the tender document would not be available for sale or be accepted physically.
6	Name of the work	Marketing Activities for all SSA of BSNL Odisha Circle.
7	Duration of contract	365 days from the date of award of contract. Can be further extended up to 6 months on mutual consent basis with same terms and conditions.
8	Estimated cost of contract (Approx.)	Pl see page No. 5
9	Cost of Tender paper	Pl see page No. 5
11	BID security	Declaration as per annexure-III of the Tender Document.
12	SALES TURNOVER	Pl see page No. 5
13	Rejection of Tender	The CGM reserves the right to cancel/reject any or all the tendered items without assigning any or all the reasons thereof.

Note1: The MSE (Micro & Small Enterprise) units shall be exempted from submission of Bid Tender Cost on production of requisite proof in respect of valid registration on the date with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items.

Note2: Interested bidders can apply for more than one item at a time. In such situation bidder has to upload SEPARATE TENDER DOCUMENTS for each item with relevant experience and Tender document cost.

A. Eligibility Criteria

	ELIGIBILITY
1	Tender Paper Cost of Rs.590/- to be submitted in the form of DD / BC in favor of AO (A&P), O/o CGMT, BSNL, Odisha circle, Bhubaneswar
2	Declaration as per annexure-III in lieu of EMD
3	Experience for last three years for similar types of work for amount as given at page-5.
4	Turn-Over for last three years ie 17-18, 18-19, 19-20 for amount as given at page-5
5	Valid Registration/Incorporation certificate of the firm/bidder.
6	Valid Pan Card with IT returns for the AY 20-21.
7	Valid GST registration Number.
8	Under taking from all the partners / Directors / Proprietor as applicable - regarding non-working of any relation in BSNL
9	Power of Attorney' in favor of the signatory signing the tender documents.
10	Valid Registration/Incorporation certificate of the firm/bidder.
11	A self-declaration that, the bidder is not black listed by any statutory authority.
Note	e:
	1. MSME bidders having proper registration Certificate for the tendered work are exempted from Tender Paper Cost and EMD. In case of general registration, the decision of BSNL authority is final.
	2. The experience Certificate from any Govt. / Semi Govt. / PSU / Private companies. Experience certificate must be signed not below the rank of DGM (JAG & equivalent level) in case of Govt. / Semi Govt. / PSU. In case of Pvt. not below the rank as mentioned above or equivalent level .The details like name, designation, contact no, email ID of the signing Authority must be mentioned in the experience certificate.
	3. No work order or payment order will be entertained in place of experience Certificate
	4. The Turn-over Certificate should be signed by CA with his Membership/ PC No.
	5. Interested bidders can apply for more than one item at a time. In such situation bidder has to
	upload SEPARATE TENDER DOCUMENTS for each item with relevant experience and Tender document cost.

SECTION-1(PartB) Bharat Sanchar Nigam Limited

O/o CGM, BSNL BHAWAN, Ashok Nagar Bhubaneswar-09, Odisha

NOTICE INVITING E-TENDER

OR/CM/SM/Marketing Activities/20-21

Dated at BBSR the 12th Mar 2021

Digitally Sealed tenders are invited by CGM, BSNL, Odisha Circle, Bhubaneswar from the prospective bidders for the following work:

Job No.	Name of the Item/ Work	Quantity	Estimated Cost	EMD	Tender Paper Cost	Turn Over	SD	Experience
1	Vinyl Dangler with PVC sticker on both sides with hanging arrangement 1.5ft x 1ft	30,000 Nos.	1404000	Decla	590/-	2100000	42200	492000
2	Flex Printing and Replacing in Departmental Hoardings	100000 Sq ft	1040000	1040000 ecclaration		1560000	46800	364000
3	Wall Painting across Prominent roads	170000 Sq ft	1428000	as	590/-	2142000	42900	500000
4	Retailer Board Fabrication and installation 2ft x 4ft	1700 Nos	1004000	per A	590/-	1506000	30200	351500
5	Supplying PVC tape with BSNL branding 50Mt each	3000 Nos.	100000	nnex	590/-	150000	3000	35000
6	Printing of Posters and Leaflets	100000 Sq ft	375000	Annexure-III	590/-	562500	11250	131250
7	Garden Umbrella for Outdoor Marketing activity	400 Nos.	500000	=	590/-	600000	12000	140000

Note: Interested bidders can apply for more than one item at a time. In such situation bidder has to upload separate tender documents for each item with relevant experience and Tender document cost.

Last date of receipt of tender is 13.00 Hrs. of 6th Apr 2021.

Note: Tender document can be downloaded from the website: www.odisha.bsnl.co.in following the link-"Tenders". Further the Tender document for participating in E-tender shall be available for downloading from https://etenders.gov.in/eprocure/app and to be submitted in the e-format from 12th Mar 2021 to 13.00 Hrs. of 6th Apr 2021. As E-Tenders are invited through e-tendering process, physical copy of the tender document would not be available for sale or will be accepted physically.

AGM (S&M)-CM

O/o the CGM, BSNL, Odisha Circle, Bhubaneswar-9 Tel.:0674-2506179, FAX-2504034

E-Mail: agm.sm.cm@gmail.com

SECTION-2

E-Tender Information

1. Type of E-Tender-:

- No. of Bid Submission Stages for E-Tender: Single
- No. of Envelopes for submission of Bids: Two Nos.
- Bid validity Period: 150 days from the E-Tender opening date.
- The bidder shall submit Techno-commercial (Technical) & Financial bid simultaneously through online. The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened. Separate Financial bid for each item is to be submitted. If the bidders disqualify for any item then the corresponding Financial Bid will be rejected.

2. Bid related Information for this E-Tender (Sealed Bid)

The entire bid-submission would be online on ETS, through ITI E-Tendering portal for BSNL.

A. Online submissions: Broad outline of submissions are as follows:

- > Submission of a declaration as per annexure-III in lieu of EMD
- > Submission of digitally signed copy of E-Tender Documents/ Addendum/addenda
- > Two Envelopes containing all relevant documents
 - Techno-commercial –Part
 - Financial-Part

For eligibility, the Techno-commercial bid should contain the documents as per eligibility criteria given in Section-1, Page-3 &4 of this bid documents. Similarly, the financial bid should contain the price schedule as per annexure-VIII. Separate financial bid for each item to be filled and submitted.

B. Offline Submissions:

The bidder is requested to submit the following documents offline to SrGM-S&M-CM, BSNL, 2nd Floor, BSNL Bhawan, Unit-II, Ashok Nagar, Bhubaneswar-9 on or before 13.00 Hrs. of 6th Apr 2021, in a Sealed Envelope. The envelope shall bear (name of the work), the E-Tender number and the words 'DO NOT OPEN BEFORE' (14.00 Hrs. of 7th Apr 2021).

- > Annexure-III in lieu of EMD in Original.
- > DD/ Bankers cheque against payment of E-Tender fee in original.
- > * Power of attorney in accordance with clause 14 of Section-4- Part A.
- **Copy of certificate from MSME if applicable.
- > The Tender Document which is scanned and uploaded is to be dropped along with offline documents.
- The Tender Document cover should be superscribed / written with tender number and Name of the item for which it is applied
- Interested bidders can apply for more than one item at a time. In such situation bidder has to upload SEPARATE TENDER DOCUMENTS for each item with relevant experience and Tender document cost.
- * Note-1: The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their E-Tender bid. All documents submitted will also be self-attested by the bidder.
- * Note-2: 'Power of Attorney' executed not before one year in favor of the signatory signing the E-Tender documents (It is not required in case of proprietor signed himself), Article & Memorandum of association with certificate of Registration in case of limited company and Authenticated copy of Partnership Deed, in case of partnership firm are to be submitted.

- **Note-3: MSE Bidder having valid certificate from bodies specified by Ministry of MSME with approval of monetary limit and registered for such work will be exempted from submission of Tender Cost.
- 3. <u>Amendments</u>: if any, to the E-Tender documents will be notified in the above website as and when such amendments are notified particularly before 17.00 hours of 19th Mar 2021. It is the responsibility of the bidders who have downloaded the E-Tender document from the website to keep themselves abreast of such amendments before submitting the E-Tender document.

4. Verification Of Documents & Certificates

> The bidder will ensure that all the documents and certificates, including experience / performance and self-certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder. If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per deemed fit, like forfeit of EMD / PBG, black listing etc. as per guideline available in BSNL procurement manual from time to time.

5. Note for E-Tender opening Committee:

At the time of E-Tender opening, the TOC will check/ verify the documents conforming to eligibility part are submitted by the participant bidder duly authenticated by the authorized signatory to obviate any possibility of doubt and dispute and maintain veracity of the documents / papers/ certificates. The documents/ papers to be submitted in respective bid part have been explicitly stated in clause- 2 this section. This opened bid part which is already signed by the authorized representative of the bidder company during bid submission will be downloaded from the E-Tender site and signed by the E-Tender opening committee on hard copy and preserve it along with the bids. These papers will be treated as authentic one, in case of any dispute.

6. General Instructions.

- > E-Tender bids received after due time & date will not be accepted.
- Incomplete, ambiguous, Conditional, unsealed E-Tender bids are liable to be rejected.
- > CGM, BSNL, Odisha Circle reserves the right to accept or reject any or all E-Tender bids without assigning any reason. He is not bound to accept the lowest E-Tender.
- The bidder shall furnish a declaration with digital signature in his E-Tender bid that no addition / deletion / corrections have been made in the downloaded E-Tender document being submitted and it is identical to the E-Tender document appearing on the website (annexure-I).
- In case of any correction/ addition/ alteration/ omission in the E-Tender document, the E-Tender bid shall be treated as non- responsive and shall be rejected summarily.
- **Note 1:** All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.
- **Note 2:** All computer-generated documents should be duly signed/ attested by the bidder/ vendor organization

SECTION- 3 Part A

SCOPE OF WORK

Job No.	Name of the Item/ Work	Quantity
1	Design, Printing & Supply of Vinyl Dangler with PVC sticker on both sides with hanging arrangement 1.5ft x 1ft	30,000 Nos.
	Design, Printing & Supply of Flex	40000 Sq ft
2	Design, Printing & Replacing of Flex in Departmental Hoardings	60000 Sq ft
3	Wall Painting across Prominent roads	170000 Sq ft
4	Design, Printing, Fabrication and installation of Flex Board (2ft x 4ft)	1700 Nos
5	Design, Printing & Supplying of PVC tape with BSNL branding (50Mt)	3000 Nos
6	Design, Printing & Supply of Posters and Leaflets	100000 Sq ft
7	Design, Printing & Supply of Garden Umbrella for Outdoor Marketing activity	400 Nos.

- The quantity mentioned above is indicative. However, CGMT, Odisha circle can vary the QUANTITY by +/- 25% based on the requirement.
- For various work the art design will be supplied by BSNL only.

SECTION- 3 Part B SPECIFICATIONS

Vinyl Dangler

- ➤ Vinyl Dangler with PVC sticker on both sides with hanging arrangement 1.5ft x 1ft
- ➤ MATERIAL SPECIFICATION (DANGLERS with Eco Solvent VINYL Pasting on both sides of 3mm SUN-BOARD)

Flex

SN	ITEM	MATERIAL SPECIFICATION
1.	Design, Printing & Replacement of FLEX of Hoardings at all 13 Telecom Districts of Odisha Telecom Circle, BSNL.	300 GSM, with Black Back Flex with Printing
2	Design, Printing & supply of FLEX to all 13 Telecom Districts of Odisha Telecom Circle, BSNL	240 GSM Flex with Printing and fixing eye lids at corners.

Wall Painting

Sl. No.	Technical Specification of items			
1	Location of the site	Along Highways / State Roads with clear visibility not more than 100 Meters from the center of the road. In case of 4 way roads preference should be given for walls having visibility on the same side of the road. Cross visibility to be avoided to maximum extent.		
2	Material To be used for Wall painting	Weather Coat Asian paint is to be used. Double coating YELLOW color for back ground and the LETTERs used for sign writing should be in BLUE.		
3	Logo color	As per sample provide by BSNL.		
4	Font Size	Logo should cover 25% of the painted area and letters around 40 to 45% Area.		
5	Slogans for wall painting	To be collected from Marketing Section Consumer Mobility, O/o GM- CM, Odisha		
	Procedure to be followed	The surface of the wall should be initially to be cleaned with sand paper / Iron brush if necessary, depending upon the condition of the wall to be painted. The surface should be preferably being smooth & plastered. After cleaning the wall properly up to satisfaction & fit for painting one or two coats of primer with proper percentage mixing of turpentine oil only (Kerosene not allowed) are necessary. After confirming the dry condition the wall shall be painted with two coats of background colour as per requirement. The final artwork painting which may be carried out as per requirement of BSNL or as per the Corporate Identity Manual. The shapes and size of various logos and brand names are to be painted as per the Corporate Identity Manual only.		
8	Removal of hindrance	If there are small trees/ branches/bushes in front of the wall then they are to be cleared by the vendor for proper visibility before handing over of the work.		

For detail scope of work, Please refer to Annexure-X at Page no-41

FLEX Board

SI. No.	Technical Specification of items		
1	NON-LIT FLEX	FRAME MATERIAL: MS steel frame made out of 1"x1" mild steel pipe 18 gauge having min weight of 3000 grams/20ft length coated with red oxide	
		FLEX: 10 OZ black back flex for Non-Lit	
	BOARDS (Single-Sided)	OUTDOOR LIFE: 1 yr outdoor life in all weather conditions for the product	
		SIZE: As per actual requirement at the site	
		PRINTING: Single side multicolor 4 pass digital printing with UV resistant ink.	

PVC tape with BSNL branding

	Backing Material - Bopp Brand Logo Printed Tapes				
Tape width	ape width 2 inch				
Tape length	50mt				
Colour	As specified by BSNL				
Brand	BSNL				
	Smooth Finish				
feature	Moisture Resistance				
	Excellent Adhesive Strength				

POP material

SN	ITEM	MATERIAL SPECIFICATION		
1	Printing & Supply of Publicity Materials.	POSTERS: 15" x 20" (Crown Size) , Four Color single side Print on 90 GSM Glossy paper with (2.5)" gum Tape on Top & Bottom of Back Side		
2	,	LEAFLETS: 11.5" x 6", Four Color both side Print on 90 GSM Glossy paper on both sides		

Garden Umbrella

SPECIFICATION OF 48" RADIUS GARDEN UMBRELLA
RIBS- 8 RIBS, 3 mm high carbon ribs, white powder coated rib of 48-inch length each.
Pole Upper Pipe – 25 to 26 mm OD CRCA PIPE, 1.5 mm THICKNESS or better, 54-inch length
Pole Lower Pipe— 31 to 32 mm OD CRCA PIPE, 1.5 mm THICKNESS or better, 40-inch length
White powder coated pipe
Nylon plastic furniture – switch type runner
With plastic mogra, dom & nock
SPECIFICATION OF UMBRELLA CLOTH
The cloth is high quality polyester-based cloth 190 (GSM) of alternative Yellow & Red sectors
Printing is screen printing BSNL Logo and tag lines as per the design supplied by BSNL
The cloth is water proof & water repellent processed PU coated
Just below the brim height the hanging portion should be 6 inches with BSNL Log and Tag lines.
GI Heavy duty STAND to take the load of the umbrella (as available in the Market)

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

1. **DEFINITIONS**

- "The Purchaser" means the Bharat Sanchar Nigam Ltd. (BSNL), Bhubaneswar
- > "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- "The Supplier" or "The Vendor" means the individual or firm supplying the goods under the contract
- > "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- > "The Advance Purchase Order" or "Letter of Intent" means the intention of Purchaser to place the Purchase Order on the bidder.
- "The Purchase Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- > "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- "Validation" is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- Telecom Service Provider" means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- > "Successful Bidder(s)" / vendors mean the bidder(s) to who work in this tender is awarded.

2. ELIGIBILITY CONDITIONS: As per details given at Section-1 page 3 & 4.

3. COST OF BIDDING:

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

4. DOCUMENTS REQUIRED:

- The goods required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter at page No.- 2.
- The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5. CLARIFICATION OF BID DOCUMENTS:

- A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives 10 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.
- Any clarification issued by BSNL in response to query rose by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6. AMENDMENT OF BID DOCUMENTS:

- ➤ The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- The amendments shall be notified in www.odisha.bsnl.co.in or by following the link-' http://www.odisha.bsnl.co.in/new-tender.html". Further the Tender document for participating in E-tender shall be available for downloading from https://etenders.gov.in/eprocure/app.
- In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

7. DOCUMENTS COMPRISING THE BID:

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

- Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with clauses of Section-1.
- A declaration as per annexure-III in lieu of EMD to be submitted.
- A complete tender documents dully filled and signed on all pages with relevant supporting documents (all self attested) along with Tender paper Cost and Financial bid as per the annexure-VIII.

8. BID FORM

➤ The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied, brief description of the goods, quantity and prices as per annexure-VII.

9. BID PRICES

- 9.1 The bidder shall submit separate financial bids if interested for more than one item. The rate quoted should inclusive of all Levies i.e. packing, handling & forwarding, freight, installation and replacement etc. (wherever applicable) **except GST**. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods it proposes to supply under the contract as per the price schedule given in Annexure-VIII. The offer shall be firm in Indian Rupees. No Foreign exchange will be accepted and entertained by the purchaser..
- 9.2 Prices indicated in the Price Schedule to be filled up as per Annex-VIII.
- 9.3 Evaluation of the BIDS to be done on the Lowest Quotes (in Col-B of Annexure-VIII)

DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

ELIGIBILITY			
1	Tender Paper Cost of Rs.590/- to be submitted in the form of DD / BC in favor of AO(A&P), O/o CGMT, BSNL, Odisha circle, Bhubaneswar		
2			
3	3 Experience for last three years as per details given at page-5.		
4	4 Turn-Over for last three years as per details given at page-5		
5	5 Valid Registration/Incorporation certificate of the firm/bidder.		
6	Valid Pan Card with IT returns for the AY 20-21.		
7	Valid GST registration Number.		
8	Under taking from all the partners / Directors / Proprietor as applicable - regarding non-working of any relation in BSNL		
9	9 Power of Attorney' in favor of the signatory signing the tender documents.		
10	Valid Registration/Incorporation certificate of the firm/bidder.		
11	A self-declaration that, the bidder is not black listed by any statutory authority.		
Note	e:		
	1. MSME bidders having proper registration Certificate for the tendered work are exempted from Tender Paper Cost and EMD. In case of general registration, the decision of BSNL authority is final.		
	2. The experience Certificate from any Govt. / Semi Govt. / PSU / Private companies. Experience certificate must be signed not below the rank of DGM (JAG & equivalent level) in case of Govt. / Semi Govt. / PSU. In case of Pvt. not below the rank as mentioned above or equivalent level .The details like name, designation, contact no, email ID of the signing Authority must be mentioned in the experience certificate.		
	3. No work order or payment order will be entertained in place of experience Certificate		
	4. The Turn-over Certificate should be signed by CA with his Membership/ PC No.		
	5. Interested bidders can apply for more than one item at a time. In such situation bidder has to		
	upload SEPARATE TENDER DOCUMENTS for each item with relevant experience and Tender		
	document cost.		

12. BID SECURITY / EMD

- 12.1 The bidder shall furnish, as a declaration as per annexure-III of tender document in lieu of EMD. Successful bidders has to submit 3% of the tendered item for which his / her bid got selected as bid security in the form of PBG.
- 12.2 The MSE bidders are exempted from payment of Tender Cost.
 - a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
 - b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
 - c) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.4. A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened(for manual bidding process)

13. PERIOD OF VALIDITY OF BIDS

- ➤ Bid shall remain valid for period 180days. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause-A of Section-1 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

14. FORMAT AND SIGNING OF BID

- 14.1. The bidder shall submit his bid, through online process only as it is an e-tender, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature only, by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- **14.2.** The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

14.3 Power of Attorney

- Executed not before Twelve Months.
- The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution / Body corporate.
- In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favor of the said Attorney.
- Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

15. **SEALING AND MARKING OF BIDS**

- 15.1 The bid should be submitted as per section-2 of this tender document.
- 15.1.1 The bids may be called under
 - a) Single Stage Bidding & Two Envelope System. However, the total bidding process has to be carried out ONLINE and only the documents as mentioned in the SECTION-2, Clause-2, Sub-Clause-OFFLINE DOCS shall be deposited in the tender box provided at the O/o AGM (S&M)-CM, 2nd Floor, BSNL BHAWAN, Ashok Nagar, Bhubaneswar-751009. The whole process of Online Bidding and the Physical submission of document and materials may be completed before 13.00 Hrs. of 6th Apr 2021.

16. SUBMISSION OF BIDS

- **16.1.** Bids must be submitted by the bidders on or before the specified date & time indicated in Section-I i.e. DNIT.
- **16.2.** The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

17. LATE BIDS

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

18. MODIFICATION AND WITHDRAWAL OF BIDS

- **18.1**. The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- **18.2**. The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated (in case of e-tendering) as per clause 15.
- **18.3**. Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19. OPENING OF BIDS BY PURCHASER:

- 19.1 The tenders shall be opened on 14.00 Hrs. of 7th Apr 2021 through 'Public Online Tender Opening Event (POTOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices However, if required, authorized representatives of bidders can attend the TOE at the Conference Hall, 4th floor, BSNL Bhawan, Ashok Nagar; Bhubaneswar-751009 where BSNL's Tender Opening Officers will conduct Public Online Tender Opening Event (TOE) on 13.00 Hrs. of 6th Apr 2021.
- 19.2 Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening. (A Format is given in enclosed in Annexure-V).
- **19.3** A maximum of one representative of any bidder shall be authorized and permitted to attend the bid opening.
- **19.4** The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

20 CLARIFICATION OF BIDS

- 20.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- **20.2** If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of noncompliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21 PRELIMINARY EVALUATION:

- 21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points
- **21.3** If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 21.4 Prior to the detailed evaluation of financial bid, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

- **21.5** A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- **21.6** The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- <u>22.1</u> The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of the individual price of each item. A bidders quoted the least price for a item will be declared as L1 for that item.

23 CONTACTING THE PURCHASER:

- 23.1 No bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

24 PLACEMENT OF ORDER:

- 24.1 The Purchaser shall consider placement of orders for commercial supplies Maximum one bidders for any of the Item out of the list of eligibility bidders for the item starting from L1, L2,.... The tendering authority has the full discretion to decide the same. ELIGIBLE BIDDERS, whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 All the successful bidders have to accept & oblige the rates accepted as lowest by BSNL. However, at a later stage if there is any increase in Govt. duties/taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking viz.L1/ L2/ L3etc keeping other levies & charges unchanged.
- <u>24.3</u> The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

25 PURCHASER'S RIGHT TO VARY QUANTITIES:

a) BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

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

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

27 ISSUE OF ADVANCE PURCHASE ORDER:

- 27.1. The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 27.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the Performa provided with the bid document at Section-7B.

SIGNING OF CONTRACT:

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

28.2 ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of clause 25 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

29 QUALITY ASSURANCE REQUIREMENTS.

The Quality of the items should confirm to the specifications as specified in Section 3.

30 REJECTION OF BIDS:

28

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

- a) The bids will be rejected at opening stage if the under taking as per annexure-III is not submitted in Original.
- b) If the eligibility condition is not met and/ or documents prescribed to establish the eligibility are not enclosed, the bids will be rejected without further evaluation.
- c) If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
- d) Price Schedule: Prices are not filled in as prescribed in price schedule.
- **30.2** Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- **30.3.** Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the offline documents in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 30.4. The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is primafacie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender at the request of the bidder.
- **30.5.** If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

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

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

- a) Could not carry-out the work in time;
- b) If the work is found to be of non-standard and not as per specification.

32. NEAR-RELATIONSHIP CERTIFICATE:

- 32.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 32.2. The Company or firm or the person will also be debarred for further participation in the concerned
- 32.3. The near relatives for this purpose are defined as:-
 - (a) Members of a Hindu undivided family.
 - (b) They are husband and wife.
 - (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
 - (d) The format of the certificate is given in Section 6 (B).

33. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

34. If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per the declaration at annexure-III.

Note for Tender opening Committee:

At the time of tender opening, the TOC will check/ verify that the documents conforming to eligibility part are submitted by the participant bidder duly authenticated by the authorized signatory to obviate any possibility of doubt and dispute and maintain veracity of the documents / papers/ certificates.

The documents/ papers to be submitted in respective bid part have been explicitly stated in page 3 and page 4 of the tender document.

This opened bid part which is already signed by the authorized representative of the bidder company during bid submission will be signed by the tender opening committee on hard copy and preserve it along with the bids received online in case of e-tendering.

These papers will be treated as authentic one, in case of any dispute.

35. Security Clause as per latest guidelines and requirement

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.

SECTION-4 Part B

SPECIAL INSTRUCTIONS TO BIDDERS (SIB)

1. Distribution of Quantity

(i) The Purchaser intends to limit the number of technically and commercially responsive to maximum **up to <u>TWO BIDDERS</u>** for Wall-Painting, Flex-Printing, Flex-Board whereas Purchaser intends to limit the number of technically and commercially responsive to **Only <u>One BIDDER</u>** for Supply of Umbrella, Vinyl dangler, PVC Tape and leaflet and Poster work. **FOR EVERY ITEM** 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 Table 1 below.

No. of Bidders to be approved. (Col-1)	Distribution of work	
The of Bladele to be apprecial (certification)	L1	L2
One bidder scenario	100%	Nil
Two bidder scenario	60%	40%

In the event of any of the eligible bidder(s) not agreeing to supply the tendered item(s), other successful bidders may be allotted the work at the same price (if agreed).

The ordering price of any bidder shall not exceed the lowest evaluated package price.

Section- 4 Part C

E-tendering Instructions to Bidders

General

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Sec 4 Part A of the Tender Documents. Submission of Bids only through online process is mandatory for this Tender. For conducting electronic tendering, CMTS unit, BSNL, Odisha Telecom Circle, Bhubaneswar is using the portal (https://etenders.gov.in/eprocure/app) of M/s ITI a Government of India Undertaking.

1. E-Tender Bidding Methodology:

Sealed Bid System - Single Stages - Using Two Envelopes',

Note: Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders perspective:

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

For participating in this tender online, the following instructions are to be read

- Carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS
- Note 1: It is advised that all the documents to be submitted (See clause 3 & 5 of section 2) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.
- Note 2: While uploading the documents ,it should be ensured that the file name should be the name of the document itself

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 to have a Digital Certificate (DC). Also referred to as Digital Signature Certificate (DSC), of Class III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

4. Registration

The Tender document can be downloaded from the website: https://etenders.gov.in/eprocure/app and to be submitted in the e-format. Cost of Tender Document (in the form of DD) and Bid Security (in the form of DD) (in original) have to be submitted to CGM,BSNL, Odisha Circle, BSNL BHAWAN, Ashok Nagar,-751009 before the scheduled date and time of submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Intending bidders are requested to register themselves with M/s. ITI through https://etenders.gov.in/eprocure/app for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

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

Helpdesk			
BSNL Contact-1			
BSNL"s Contact Person	AGM (S&M)-CM, O/o CGM, BSNL, Bhubaneswar-9		
Talambana/Mabila	0674-2506179		
Telephone/ Mobile	[between 10:30 hrs to 16:00 hrs]		
E-mail ID agm.sm.cm@gmail.com			
		BSNL Contact-2	
BSNL"s Contact Person	SDE.(Mktg) O/o CGM, BSNL, Bhubaneswar-9		
Tolophono/ Mobile	0674-2504034		
Telephone/ Mobile	[between 10:30 hrs to 16:00 hrs]		
E-mail ID	sdemktgcmts@gmail.com		

5. <u>Bid related Information for this Tender (Sealed Bid):</u>

The entire bid-submission would be online on ETS.

Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents/ Addendum/addenda
- Two ONLINE PARTS to be filled at the time of filing tender
 - Techno-commercial -Part
 - Financial-Part

6. Offline Submissions of Documents:

The bidder is requested to submit the following documents offline to the O/o AGM (Marketing), CGM, BSNL, Odisha Circle, BSNL BHAWAN, Ashok Nagar,-751009 on or before 13.00 Hrs. of 6th Apr 2021, in a Sealed Envelope.

The envelope shall bear

- NAME OF THE WORK
- TENDER NUMBER
- 'DO NOT OPEN BEFORE 14.00 Hrs. of 7th Apr 2021.
- Along with the Requirement as per Section-2, Clause-2 Sub Clause-OFFLINE DOCUMENTS.

7. Special Note on Security of Bids

- Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:
- As part of the Electronic Encrypted™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider. Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

8. Public Online Tender Opening Event (TOE)

- ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.
- Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-

Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

- ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.
- > ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.
- There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

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

9. E- Reverse Auction :- N/A

10. Other Instructions

- For further instructions, the vendor should visit the home -page of the portal (https://etenders.gov.in/eprocure/app).
- Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.
- > The following "FOUR KEY INSTRUCTIONS for BIDDERS" must be assiduously adhered to:
- Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
- Register your organization on ETS well in advance of your first tender submission deadline on ETS
- Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
- > Submit your bids well in advance of tender submission deadline on ETS
- (There could be last minute problems due to internet timeout, breakdown, etc.) While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.

11. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows Xp.
- Broadband connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)

12. Vendors Training Program

- > Vendors may contact the ITI Helpdesk personnel given in clause 4 of Section II, for any type of training/help, which they may require while uploading the bids.
- Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SECTION-5 Part A GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general condition shall apply in contracts made by the purchaser for the procurement of goods.

2. STANDARDS

The goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in section -3.

3. PATENT RIGHTS

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

4. PERFORMANCE SECURITY

- All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc.) shall furnish performance security to the purchaser for an amount equal to 3% of the value of Advance purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser.
- 2) The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 3) The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled or Nationalized Bank and in the Performa provided in 'Annexure-IV of this Bid Document.
- 4) The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

5. <u>INSPECTION AND TESTS</u>

- The Purchaser or its representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier, all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.
- 2) Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification / requirements free of cost to the purchaser.
- 3) For store items like Umbrella, Leaflet, Posture, Vinyl Dangler, PVC Tape, Flex banners etc circle team will verify the material after receiving from vendor & certify for payment. For works like Wall painting, Non-Lit Flex Board, Flex replacement of Hoardings the concerned SSA Marketing team will verify and issue a certificate after receiving the photograph from the vendor.

6. <u>DELIVERY AND DOCUMENTS</u>

- Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.
- > The delivery of the goods and documents shall be completed within time frame stated in deliver schedule.
- The extension of delivery period against the purchase order, if any, should be granted subject to the condition that BSNL shall have the absolute right to revise the price(s) and also to levy penalty for the delayed supplies.

7. PAYMENT TERMS:

- Vendor has to submit invoice clearly indicating work order no., date of commencement, date of completion, cost of the work, GST applicable etc. in duplicate to AGM (Marketing-CM), CO, Bhubaneswar.
- The vendor has to enclose the delivery chalan of the material certified by the consignee that "material has been received in good condition & quality as per specifications"
- > 100% of the billed amount will be paid once the work is completed as per PO issued provide all the statutory Taxation obligations are complied as per standing rules.
- **O7. PRICES:** Prices charged against each item by the supplier for goods delivered and services performed under the contract shall not be higher than the prices of the **LOWEST**

ACCEPTED BID PRICE FOR THE SAID ITEM except for variation caused by change in taxes/ duties as specified in

- **O8. SUBCONTRACTS: -** Under no circumstances BSNL shall interact or communicate with any third party other than the supplier regarding compliance of the terms and conditions of the tender.
- 09. DELAYS IN THE SUPPLIER'S PERFORMANCE. The material should be delivered within the specified period as mentioned in the (accepted) purchase order from the consignee, Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges as per clause-12 as below. The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.
- **10.** Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:
 - (a) forfeiture of its performance security,
 - (b) imposition of liquidated damages, and/ or
 - (c) Short closure of the contract in part or full and/ or termination of the contract for default.

11. LIQUIDATED DAMAGES.

11.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damage under. However, when supply is made within 7 days of the contracted original delivery period, the consignee may accept the stores. However, delay under any other circumstance beyond 7 days as mentioned above, shall attract a penalty of a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.

13. FORCE MAJEURE:

- 13.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 13.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

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

- 14.1 In case of default by Bidder(s)/ Vendor(s) such as
- (a) Failure to deliver and/ or commission any or all of the goods within the

- time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause15 of this section;
- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) Equipment does not perform satisfactory in the field in accordance with the specifications;

15. **ARBITRATION**

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

16. SET OFF

- Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL.
- **17. DETAILS OF THE PRODUCT:** No change in either technology or product shall be permitted after opening of bids.

18. FALL CLAUSE

18.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 8 of Section-5A.

Further, if at any time during the contract

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

And / or

- (b) The prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract.
- 18.2 The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of its performance security.

- 18.3 The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/ organization including Department of central/state Government or any central/ state PSU at a price lower than the price chargeable under the contract for scheduled delivery period."
- 18.4 In case under taking as in Clause 18.3 is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

25. COURT JURISDICTION

- Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.
- Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO have been issued. Accordingly, a stipulation shall be made in the contract as under.
- "This Contract/ PO are subject to jurisdiction of Court at BHUBANESWAR only".
- Note: Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.
- **General Guidelines:-** "The General guidelines as contained in Chapter 5, 6 and 8 of General Financial Rules as amended from time to time on works, procurement of goods and services and contract management respectively may also be referred to as guiding principles".

SECTION -5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

A. Other conditions:

- Except the OFF-LINE documents mentioned at section-2, Clause 2 (OFFLINE DOCUMENTS). Any other document submitted physically, without uploading the documents in portal shall not be considered for further evaluation purpose and the bid will be rejected.
- Tender form is not exchangeable.
- No tender will be received in person. It is to be submitted online through e-tendering portal
- Submission of tender in response to this tender notice and its acceptance thereof by BSNL will
 be deemed a VALID CONTRACT and the conditions mentioned in the tender notice will be
 binding on the bidder. Conditional tender such as with a mention that increase in market rates
 or taxes, duties rates charged extra shall stand disqualified and will not be considered.
- The tender offer and other particulars / information/correspondence should be on the Firm's Letter Head only. In future correspondence, tender notice no. & date may be quoted; failing which correspondence may be ignored.
- The payment of the bills will be made at the earliest on submission of bill complete in all respects and no other condition(s) for payment including charging of penal interest etc ,will be accepted.
- The material should be delivered as specified in purchase order.

<u>Special Instructions to the Contractors/Bidders for the e-submission of the bids online</u> <u>through this eProcurement Portal</u>

- Bidder should do Online Enrolment in this Portal using the option Click Here to Enrol available in the Home Page. Then
 the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be
 obtained from one of the authorized Certifying Authorities such eMudhraCA /GNFC /IDRBT /MtnlTrustline /SafeScrpt/
 TCS.
- 2. Bidder then logs into the portal giving user id / password chosen during enrolment.
- 3. The e-token that is registered should be used by the bidder and should not be misused by others.
- 4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
- 5. 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 attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- 6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- 7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- 8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
- 9. Bidder, in advance, should prepare 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.
- 10. Bidder should arrange a declaration in lieu of EMD as specified at annexure-III in the tender.
- 11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
- 12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- 13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.

- 14. It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- 15. 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 due to local issues.
- 16. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- 17. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the etoken of the bidder and then submitted.
- 18. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- 19. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- 20. 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
- 21. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- 22. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
- 23. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
- 24. All the photocopies submitted by the bidders should be self attested.
- 25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

Tender Help Line Number and E-Mail details

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4200 462

0120-4001 002

0120-4001 005

<u>0120-6277 787</u>

E-Mail Support:

For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

<u>Technical - support-eproc@nic.in</u> <u>Policy Related - cppp-doe@nic.in</u>

SECTION-6 (A) UNDERTAKING & DECLARATION

Annexure-I

For understanding the terms & condition of Tender & Spec. of work

a) Certified that:

- ➢ If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL
- ➤ No addition/deletion/correction/alteration/modification has been made in the downloaded tender document being submitted by me/us and it is identical to the tender document appearing in the website.

b) The BIDDER hereby covenants and declares that:

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

Date:	Signature of bidder

Place

Name of bidder

Along with date & Seal

SECTION 6 (B)

Annexure-II

Non-working of Near Relationship in BSNL

"1	s/0	r/o	
	hereby certify	that none of my relative(s)	as defined in
the tender document is	s/are employed in BSNL u	nit as per details given in ten	der document.
In case at any stage,	it is found that the informa	ation given by me is false/ in	correct, BSNL
shall have the absolute	e right to take any action a	s deemed fit/without any pric	r intimation to
me."			

Signature of the BIDDER

With date and seal

Note: separate certificates to be submitted by all the partners/directors in case of partnership firm / limited companies.

Annexure-III

Section - 7

BID SECURITY/EMD UNDERTAKING & DECLARATION

(As per the BSNL CO Ltr No. BSNLCO-MMT/12(15)/1/2020-MMT dated 05-12-20)

	I / wedo hereby undertake &
	clare that under any / all of the below conditions / circumstances, BSNL reserves the httoforfeit/cancel">httoforfeit/cancel our bid / EOI / Purchase Order / Work Order if any issued, and
	o can suspend / debar / Ban for a period of 1(one) year from the date of issue of
suc	ch order for any further work / contract.
	Conditions / Circumstances:
1.	If I / we withdraws or amends the bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form.
2.	If I / we not accept the APO/AWO/PO/WO and/or does not submit the PBG and/or fails to sign the contract / agreement and/or fails to commence the work in time as per BSNL order.
3.	·
4.	
5.	If subsequently I / we fails to obey any of the contractual obligations w.r.t work awarded by BSNL.
	This Declaration is being submitted in lieu of EMD/Bid Security
	Read, understood and agreed
Dat	e: Signature of Bidder

SECTION 7 (B)

Annexure-IV

Performance Security Guarantee Bond (Procurements)

for BANK:
Dated the
8. The bank guarantee is valid up to dtd
to revoke this guarantee during its currency except with the previous consent of BSNL in writing.
7. We (Bank) lastly undertake not
the Contractor(s) / Supplier (s).
6. This guarantee will not be discharged due to the change in the constitution of the Bank or
Contractor(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.
any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to the said
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 Contractor(s) or for
any of the powers exercisable by BSNL against the said Contractor(s) and to forbear or enforce of
or to extend time of performance by the said contractor(s) from time to time or from time to time
manner our obligations there under to vary any of the terms and conditions of the said Agreement
BSNL that BSNL shall have the fullest liberty without our consent and without affecting in any
5. We (Bank) further agree with
be discharged from all liabilities under this guarantee thereafter.
the expiry of TWO/TWO AND HALF/THREE YEARS (as specified in P.O.) from the date hereof, we shall
guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before
have been fully or properly carried out by the said contractor(s) and accordingly discharges this
satisfied or discharged or till BSNL certifies that the terms and conditions of the said Agreement
the dues of BSNL under or by virtue of the said Agreement have been fully paid and its claims
taken for the performance of the said agreement and that it shall continue to be enforceable till all
guarantee herein contained shall remain in full force and effect during the period that would be
4. We (Bank) further agree that the
such payment.
payment there under and the contractor(s) / supplier(s) shall have no claim against us for making
unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for
or tribunal relating thereto our liability under this present guarantee being absolute and
disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any court
3. We undertake to pay to BSNL any money so demanded notwithstanding any dispute or
be restricted to an amount not exceeding Rs/
these counts shall be final and binding on the bank. However, our liability under this guarantee shall
the amount due and payable by the Bank under this guarantee where the decision of BSNL in
perform the said Agreement. Any such demand made on the bank shall be conclusive as regards
would be caused to or suffered by BSNL by reason of breach by the said contractor(s)' failure to
demand from BSNL stating that the amount claimed is due by way of loss or damage caused to or
2. We (Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a
said Contractor(s) of any of the terms or conditions contained in the said Agreement.
caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the
undertake to pay to BSNL an amount not exceeding Rs
the request of(contractor(s) do hereby undertake to pay to BSNL an amount not exceeding Rs. /- against any loss or damage
(Bank), (hereinafter refer to as "the bank") at
contained in the said Agreement, on production of the bank guarantee for Rs/- we
security deposit for the due fulfilment by the said contractor(s) of the terms and conditions
(hereinafter called "the said agreement") of
Order) No. OR/CM/SM/Marketing Activities/20-21 Dated at BBSR 12th Mar 2021 for
to exempt(hereinafter called "the said contractor(s)") from the demand under the terms and conditions of an agreement/(Purchase
to exempt(hereinafter called "BSNL") naving agreed

SECTION 7 (C)

Annexure-V

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. tender no. OR/CM/SM/Marketing Activities/20-21 Date of Tender document for Marketing Activities, BSNL, Company 14.00 Hrs. of 7th Apr 2021 in the Mini Conference Hall	ted at BBSR 12th Mar 2021 in respect of DDISHA which is due to open on	
We hereby authorize Mr. / Ms. Ms (Alternative) whose signal bid opening for the tender mentioned above on our b		
Signature of the Representative Signature of Bidder/ Auth Signatory		
Name of the Representative on behalf of the Bidder		
Signature of the Alternative Representative	Signature of Bidder/ Auth Signatory	
Name of the Alternative Representative on behalf of the Bidder		

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

Permission for entry to the hall where bids are opened may be refused in case authorization as

SECTION 8

Annexure-VI

Bidder's profile & Questionnaire.

BIDDER / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A)	BIDDER's Profile		
1.	Name of the Individual/	Firm:	
2	GST Number		
	2. Present	Correspondence	Address
	Telephone/FAX No	Mobile No.	Email
	3. Address of place	e of Works/	
	Manufacture		
	Telephone No	Mobile No	
4.	State the Type of Fire correct choice):	m:(Tick the Sole proprietor-ship/part	tnership firm / Private limited
	5 Name of the sol	e proprietor/ partners/ Director(s) of	f Pvt I td Co
C 1		le proprietor/ partners/ Director(s) of	
	5. Name of the sol	le proprietor/ partners/ Director(s) of Father's Name	f Pvt. Ltd Co.: Designation
S. I 1. 2.			
1. 2.			
1. 2. 3.			
1. 2. 3.			
1.			
1. 2. 3. 4.	No. Name Name of the person are		Designation cute contract/ agreement a
1. 2. 3. 4.	No. Name Name of the person are	Father's Name	Designation cute contract/ agreement acrship/ private Ltd company):
1. 2. 3. 4.	No. Name Name of the person at the capacity in which	rather's Name withorized to enter into and exect he is authorized (in case of partners)	Designation cute contract/ agreement arship/ private Ltd company):
1. 2. 3. 4.	No. Name Name of the person at the capacity in which	Father's Name uthorized to enter into and exect he is authorized (in case of partner)	Designation cute contract/ agreement arrship/ private Ltd company):
1. 2. 3. 4.	No. Name Name of the person at the capacity in which	rather's Name uthorized to enter into and exect he is authorized (in case of partner execution).	Designation cute contract/ agreement agreship/ private Ltd company):
1. 2. 3. 4.	No. Name Name of the person at the capacity in which 7. Permanent Ac 8. Details of the I (a) Beneficiary I	rather's Name uthorized to enter into and exect he is authorized (in case of partner execution count No.:	Designation cute contract/ agreement agriculture ag

2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.2.1 If Yes, Give details

3. Kindly indicate the maximum Quantity of tendered material which you are capable

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

of supplying within the scheduled delivery period.

4. Suggestion for improvement of the tender document.		
Place	Signature of contract	
Date	Name of Contractor	

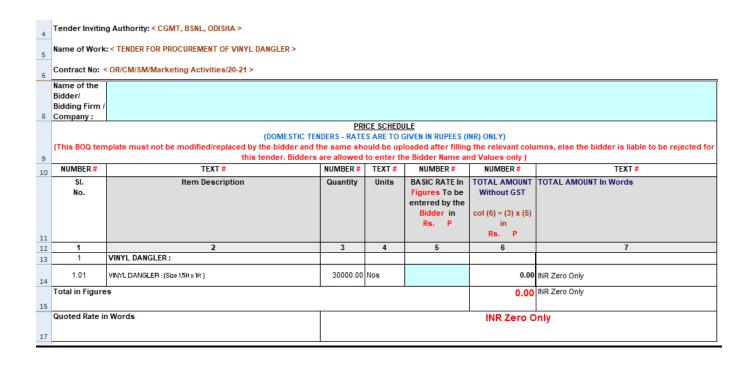
SECTION 9 (A) BID FORM

Annexure-VII

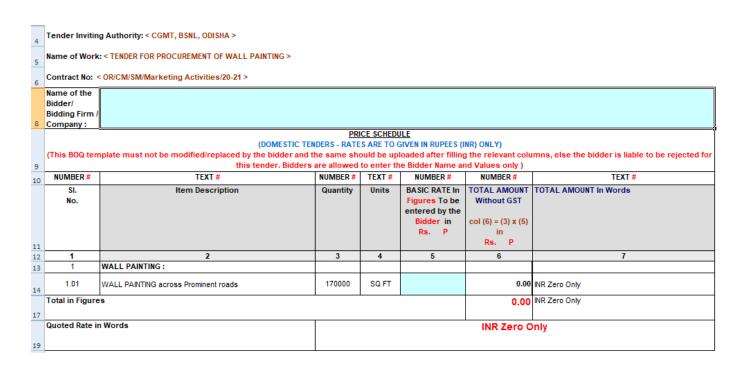
То		From,
<u><c< u=""></c<></u>	omplete address of the purchasers	<complete address="" bidder="" of="" the=""></complete>
Bidd	ler's Reference No:	
Ref 2021		N/SM/Marketing Activities/20-21 Dated at BBSR 12th Mar
1.	clarification/ addendathe receipt of which undersigned, offer to so conformity with the said draw	Nos. Dated
2.	Bid submitted by us is properly alteration and replacement.	sealed and prepared so as to prevent any subsequent
3.	· ·	d for a period of 150 days from the date fixed for Bid xtended period, if any, agreed to by us. This bid shall be aforesaid period.
4.	We understand that you are receive.	e not bound to accept the lowest or any bid, you may
5.		will provide you with a performance guarantee from a for a sum @ 3% of the contract value for the due
6.		rtake to complete delivery of all the items and perform all contract in accordance with the delivery schedule der Information).
7.		of Contract is prepared and executed, this Bid together thereof in your notification of award shall constitute a
	Dated: day of 2	021
	Witness	Signature
	Signature	Name
I	Name	In the capacity of
,	Address Dulv	authorized to sign the bid for and on behalf of

SECTION 9 (B) PRICE SCHEDULE

Annexure-VIII



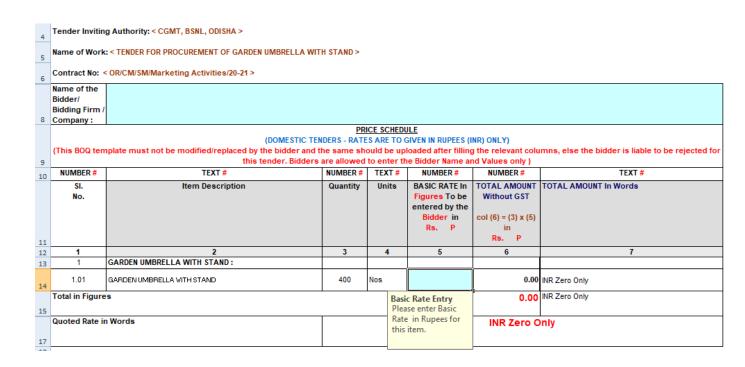
4	Tender Invitin	er Inviting Authority: < CGMT, BSNL, ODISHA >										
5	Name of Work	lame of Work: < TENDER FOR PROCUREMENT OF FLEX >										
6	Contract No:	Contract No: < OR/CM/SM/Marketing Activities/20-21 >										
8	Name of the Bidder/ Bidding Firm / Company:	der/ ding Firm										
_	PRICE SCHEDULE											
	(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)											
	(This BOQ							ant columns, else the bidder is liable to be				
9			his tender. Bid				ame and Values					
10	NUMBER #	TEXT #		NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #				
	SI.	Item Description		Quantity	Units	BASIC RATE In		TOTAL AMOUNT In Words				
	No.					Figures To be	Without GST					
						entered by the						
						Bidder in Rs. P	col (6) = (3) x (5) in					
						RS. P	Rs. P					
11	1	2		3	4	5	6	7				
13		FLEX:		_		-	-	·				
14	1.01	Design, Printing & Replacement of FLEX of Ho	ardings	60000.00	SQ FT		0.00	INR Zero Only				
15	4.00	Desire Dieties & sussitive EV		40000.00	SQ FT		0.00	INR Zero Only				
	1.02	Design, Printing & supply of FLEX		10000.00								
	1.02 Total in Figure	2	D D-4- F-				0.00	INR Zero Only				
17		2	Basic Rate En	ntry			0.00	INR Zero Only				
		es	Please enter l	atry Basic			0.00 INR Zero C					
17	Total in Figure	es		atry Basic								
	Total in Figure	es	Please enter l Rate in Rupe	atry Basic								



4	Tender Inviting Authority: < CGMT, BSNL, ODISHA >										
9	Name of Work: < TENDER FOR PROCUREMENT OF RETAILER BOARD >										
6	Contract No: < OR/CM/SM/Marketing Activities/20-21 >										
	Name of the Bidder/										
8	Bidding Firm / Company:										
	PRICE SCHEDULE										
	(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected										
9	1.	this tender. Bidders					,				
1	NUMBER #	TEXT #	NUMBER# TEXT# NUMBER#		NUMBER #	TEXT #					
	SI. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	Without GST col (6) = (3) x (5) in	TOTAL AMOUNT In Words				
1	ı					Rs. P					
1		2	3	4	5	6	7				
1	1	RETAILER BOARD:	-								
1	1.01	NON-LIT FLEX BOARDS (Single-Sided)(2ft x 4ft)	1700	Nos		Į	INR Zero Only				
	Total in Figure	es B	asic Rate Ent	rv		0.00	INR Zero Only				
1		P	lease enter Ba								
1	Quoted Rate i		ate in Rupee: nis item.	s for							
4	40										

4	Tender Inviting Authority: < CGMT, BSNL, ODISHA >												
5	Name of Work: < TENDER FOR PROCUREMENT OF PVC TAPE WITH BSNL BRANDING >												
6	Contract No: < OR/CM/SM/Marketing Activities/20-21 >												
	Name of the	ne of the											
	Bidder/												
	Bidding Firm /												
8	Company:												
		(DOMES)	TIO TEN		CE SCHEDI		ND ON W						
	(This BOO town	(DOMES) plate must not be modified/replaced by the bidde				GIVEN IN RUPEES (I		alaa tha hidday ia liabla ta ba waiaatad fay					
_	(Inis Bod tem					noaded after filling he Bidder Name ar		imns, else the bidder is liable to be rejected for					
9	NUMBER #	TEXT #	laders		TEXT #		NUMBER#	TEVT #					
10	NUMBER #			NUMBER#		NUMBER#		TEXT #					
	SI.	Item Description		Quantity	Units	BASIC RATE In		TOTAL AMOUNT In Words					
	No.					Figures To be	Without GST						
						entered by the							
						Bidder in	col (6) = (3) x (5)						
						Rs. P	in Rs. P						
11													
12	1	2		3	4	5	6	7					
13	1	PVC TAPE:				<u> </u>							
14	1.01	PVC tape with BSNL branding (50Mt)		3000	FT		Į	INR Zero Only					
Total in Figures			Dacie I	Rate Entry			0.00	INR Zero Only					
				e enter Basic									
Quoted Rate in Words				in Rupees for			INR Zero C	nly					
			this ite				man Zero C	any .					
19													
20													

4	Tender Inviting Authority: < CGMT, BSNL, ODISHA >										
5	Name of Work: < TENDER FOR PROCUREMENT OF POP MATERIAL >										
6	Contract No: < OR/CM/SM/Marketing Activities/20-21>										
8	Name of the Bidder/ Bidding Firm /	ne Biddert idding									
		(DOMESTIC TENDER		E SCHE		LIPEES (INB) ONLY	2				
	(This BOQ	template must not be modified/replaced by the bidd	er and the	same sho	uld be uploa	ded after filling the	relevant columns, else the bidder is liable				
9	NUMBER #	to be rejected for this tender. E	NUMBER		O enter the I		alues only J TEXT #				
	SI. N o.	Item Description		Units	BASIC RA In Figures be entered the Bidder Rs. P	To AMOUNT by Vithout GST in	TOTAL AMOUNT In Vords				
11 12	1	2	3	4	5	6	7				
13	1	POP MATERIAL :									
14	1.01	POSTERS: 15" x 20" (Crown Size) , Four Color single side	5000	Nos		0.00	INR Zero Only				
15	1.02	Print on 90 GSM Glossy paper with (2.5)" gum Tape on Top & Bottom of Back Side	10000	Nos		0.00	INR Zero Only				
16	1.03		20000	Nos		0.00	INR Zero Only				
17	2.01	LEAFLETS: 11.5" x 6", Four Color both side Print on 90 GSM	5000	Nos		0.00	INR Zero Only				
18	2.02	Glossy paper on both sides	30000				INR Zero Only				
20	Total in Figu	res	Ple	ic Rate E ase enter	Basic	0.00	INR Zero Only				
22	Quoted Rate	in V ords		te in Rup s item.	ees for	Only					



Signature of the bidder with Date & Stamp

ANNEXURE-IX CERTIFICATE TO BE SUBMITTED BY THE BIDDER AND ITS TECHNOLOGY PARTNER (ON COMPANY'S/FIRM'S LETTERHEAD)

This is to	се се	rtify	that I/	We, M/	's									(Nar	ne &	Ful
address)	as	the	front	Bidder	of	this	tender	and	our	techno	logy ,	/ cons	ortiu	m part	ner,	M/s
							(Name	&	full a	ddress)	have	read	the	clause	rega	rding
restriction	ns or	n prod	cureme	nt from	a bio	dder o	f a count	try w	hich s	hares a l	and bo	rder w	ith In	dia.		

- 1. I/We certify that this bidder is not from such a country or, if from such country, has been registered with the Competent Authority as per F. No. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, and its subsequent clarifications, if any, I/We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].
- 2. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that this bidder is not from such a country or , If from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].
- 3. I am aware that if the certificates given by the bidder in the tender documents regarding compliance with order stated above is found to be false at any later state, this would be ground for immediate termination and further legal action in accordance with law.

Signature:	Signature:
Name in Block letters:	Name in Block letters:
Status: Director/Manager/Partner/	Status: Director/Manager/Partner/
Proprietor of the Company	Proprietor of the Company
[on behalf of the front bidder]	[on behalf of the front bidder]

Annexure-X

SCOPE OF WORK (For Wall Painting)

- General: The selected bidder(s) will have to find out suitable sites along National Highway, State Highway & other important roads as per instruction of BSNL and negotiate with owner for hiring the wall for painting & sign writing BSNL advertisements.
- Scope of Work: The E-Tender is basically floated for WALL PAINTING of 1, 70,000 Sq. Ft along Highways & State roads at prominent locations across Odisha. The quantity of work stated above is an estimated value and BSNL reserves the right to vary the quantity to the extent of ±25% of specified quantity without any change in unit price or other terms & conditions.
- Award of Work: If more than one bidder is found techno commercially fit then the work will be awarded to maximum THREE BIDDERS as per the section-4-A clause 21 among the bidders. In such a case the area of operation as decided by BSNL will be final. The bidder can't demand for specific route or area.
- Area of Operation for Bidders: BSNL has thirteen Telecom District in Odisha and the selected bidder(s) has to carry-out work simultaneously in these districts as per the work order. It is the purely 100% discretion of BSNL to decide the district and location of operation for various vendors.
- Paying to Municipality / NAC / House Owner authority: It is the responsibility of the bidder to make necessary payment to Municipality / NAC authority / house owner (if necessary) for display of BSNL advertisements on their walls (through wall painting) for a period of one year. So while quoting the rates the same amount is to be taken into account. No separate charges will be paid for this.
- Quality Assurance: Once the selected bidder(s) selects the prominent locations fit for wall painting then they will intimate the Marketing init-CM or to the officer nominated for supervision and takes the consent before starting the work. Once the work is completed the work will be handed over to the supervising officer nominated for the same by BSNL.
- Completion & Handover: Once the work is completed as per work-order and specification the vendor will take a photograph with location, date of completion of work, area of painting (Sq. ft. of work done), etc. and intimate to BSNL for verification.
- Certificate from Consignee: The supervising officer from SSA marketing or CM- Marketing after verifying the quality and quantity of work will issue a certificate addressed to Marketing Cell -CM, Odisha Circle for processing the bill.
- <u>Cross verification before payment</u>: After receipt of bills the Circle Marketing Unit will make a cross verification of 15% of works (if required not mandatory) and if any deviation is found then the proportionate amount from the bill will be deducted before payment. In any case the report of the circle marketing unit is final.
- Evaluation Procedure:. BSNL has fixed an upper cap on the rate per sq. ft. including all except GST. The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices quoted for UNIT rate/sq. ft. of the work. (Annexure-VIII). The bidders quoting price more than the upper cap will be rejected out rightly and the bidder who has quoted

list price will be treated as the L1 bidder.

- Summary of work: The work of wall painting with branding of BSNL products has to be carried out as per the instructions given time to time, anywhere within the jurisdiction of BSNL Odisha Circle. Total work proposed approximately 1,70,000 square feet, subject to availability of space. However the quantity of work may vary by plus or minus 25% (Twenty Five percent). The exact size, locations and matter to be painted with advertise will be intimated as and when required. The surface of the wall should be initially to be cleaned with sand paper / Iron brush if necessary depending upon the condition of the wall to be painted. The surface should be preferably being smooth & plastered. After cleaning the wall properly up to satisfaction & fit for painting one or two coats of primer with proper percentage mixing of turpentine oil only (Kerosene not allowed) are necessary. After confirming the dry condition the wall shall be painted with two coats of background color as per requirement. The final artwork painting which may be carried out as per requirement of BSNL or as per the Corporate Identity Manual. The shapes and size of various logos and brand names are to be painted as per the Corporate Identity Manual only. The uniformity shall be maintained for artwork, design etc. Rates quoted shall be inclusive of all taxes excluding Service Tax which will be paid separately. Rates quoted shall also be inclusive of labor charges, material charges, transportation charges, municipal taxes and the rent to the owner of the private wall / location etc. Double coating of high quality ISI marked of make M/s Asian Paints multicolor Asian paints should be done in a systematic and professional way. The walls should be of cement mortar.
- ➤ **Quality of paints**: The paints used should be of ISI Marked quality and the multi colors used should be most eyes catching and it should be very much attractive.

Check-List

Annexure-XI

SI. No.	Name of the Document	Submitted Yes /NO	Page No.
I	One copy of the complete set of tender documents duly filled in and signed on each page by authorized signatory superscribed the Tender name and Item for which applied.		
II	TENDER COST of Rs.590/- (In form of DD/BC) in favor of AO (A&P), O/o CGM, BSNL, ODISHA payable at Bhubaneswar, Odisha.		
III	Declaration to be submitted in lieu of EMD/Bid Security as per Annexure-III (Section - 7)		
IV	Bidder having valid NSIC/MSME certificate with approval of monetary limit will be exempted from TENDER costs as per rule. The proof of the same must be produced in the technical bid.		
V	Proof regarding TURNOVER during the last three audited financial years duly certified by the Chartered Accountant.		
VI	EXPERIENCE as per Page-5 works from any Govt. / Semi Govt. / PSU /Private Companies during last 3 F.Y. for details.		
VII	'POWER OF ATTORNEY' Executed not before ONE Year in favor of the signatory signing the tender documents (It is not required in case of proprietor signed himself). Article & Memorandum of association with certificate of Registration in case of limited company or Authenticated copy of Partnership Deed, in case of partnership firm. Refer: Section - 4 Part-A, Point 14.3		
VIII	Undertaking for non-working of any relative in BSNL in the prescribed format available in Annexure-II		
IX	Copy of PAN card & Income Tax return for AY 2020-21		
X	Copy of GST Registration.		
XI	Bidder's Profile & Questionnaire duly filled & signed.		
XII	Financial BID		
XIII	Certificate for Technology Partner		
XIV	Valid Registration/Incorporation certificate of the firm/bidder.		

Note: Interested bidders can apply for more than one item at a time. In such situation bidder has to upload SEPARATE TENDER DOCUMENTS for each item with relevant experience and Tender document cost.