



(A Govt. of India Enterprise)
General Manager, BSNL
BERHAMPUR, BUSINESS AREA

TENDER DOCUMENT

NIT No: OD-BER-23/11(11)/1/2023-HRA and PLG-BER OD Date: 21/4/2023

E-Tender Notice for Carrying out various Office support works in different sections of Phulbani O.A.

Download of e-Tender: -	Onward 18:00 Hrs of	25/04/2023
Submission of e-Tender: -	Up to 14:30 Hrs of	16/05/2023
Date/Time of e-Tender Opening: -	15:30 Hrs of	17/05/2023

No. of zones: 1 (ONE)

PLEASE VISIT THE FOLLOWING WEBSITES FOR DETAILS

www.odisha.bsnl.co.in/tenders
<https://etenders.gov.in/eprocure/app>



Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprise)
General Manager, BSNL
BERHAMPUR, BUSINESS AREA

TABLE OF CONTENTS		
<u>SECTION</u>	<u>TOPIC</u>	<u>PAGE NO.</u>
SECTION I	NOTICE INVITING TENDER	3-7
SECTION II	INSTRUCTION TO BIDDERS	8-19
	A. INTRODUCTION.	8
	B. THE BID DOCUMENT.	9
	C. PREPARATION OF BIDS	10-13
	D. SUBMISSION OF BIDS	14
	E. BID OPENING & EVALUATION	15-17
	F. AWARD OF CONTRACT	17-19
SECTION- III	GENERALCONDITIONS OF CONTRACT	20-33
ANNEXURE-I	CERTIFICATE BY DE-INCHARGE	31
ANNEXURE-II	PENALTY CALCULATION SHEET	32
ANNEXURE-III	INFORMATION OF CONTRACTOR REPRESENTATIVE	33
SECTION-IV	SCOPE, SPECIFICATION & JOB DESCRIPTION	34-35
SECTION- V	SCHEDULE OF RATE AND COST ESTIMATE	36
SECTION- VI	E-TENDERING INSTRUCTION TO BIDDER	37-40
SECTION- VII	BID FORM	41
SECTION- VIII	FINANCIAL BID	42
SECTION- IX	UNDERTAKING & DECLARATION	43
SECTION- X	PERFORMANCE SECURITY GUARANTEE (BOND FORM)	44-45
SECTION- XI	LETTER OF AUTHORISATION TO ATTEND BID OPENING	46
SECTION- XII	EMD/BID SECURITY FORM	47-48
SECTION- XIII	PROFORMA FOR NO NEAR RELATIVE(S) CERTIFICATE WORKING IN BSNL.	49
SECTION- XIV	BIDDER'S PROFILE & QUESTIONNAIRE	50-51
SECTION- XV	EXPERIENCE CERTIFICATE PRO FORMA	52
SECTION- XVI	DECLARATION REGARDING BLACKLISTING	53
SECTION- XVII	DECLARATION ON CLAUSE BY CLAUSE COMPLIANCE	54
SECTION-XVIII	DECLARATION OF DOWNLOADING & NON-TAMPERING OF TENDER DOCUMENT	55
SECTION-XIX	GUIDELINES FOR TAKING ACTION AGAINST VENDORS WHO DEFAULT	56-59



Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprise)

Office of the General Manager, Berhampur BA-760001

No. OD-BER-23/11(11)/1/2023-HRA and PLG-BER OD

DTD 21.04.2023

SECTION-I

NOTICE INVITING E-TENDER

Digitally sealed online tenders on rupee payment basis are invited by General Manager, BERHAMPUR BA in Single Stage Bidding and Two stage Opening using two Electronic Envelopes [Techno-Commercial (Qualifying Bid) & Financial Bid] from the experienced Contractor/Proprietorship Firm/Partnership Firm/Company for the following works:

- 1.1 Name of work: Carrying out various Office support works in different sections in Phulbani OA.**
- 1.2 Scope and Jurisdiction of Work: Phulbani OA**
- 1.3 Schedule of Quantities And Estimation Of Cost of Works Put To Tender:**

Sl. No	Zone Name	Zone Area details	Estimated cost of works for 2 years (in Lakh Rs.)	Price of Bid Document (in Rs.)	EMD @2% of Est cost	PSD 3% of Estimated cost (in Lakh Rs.)
1	ZONE-1	Phulbani OA	12.00	590.00	24000.00	36000.00

Note:-

- a) The estimated cost of work for this work is tentative only. The work order will be issued by AGM (OP), after due approval from the competent authority.
- b) Bidders who have been rescinded /debarred by Tendering authority/Higher BSNL Unit as the case may be including reasons for failing to sign necessary agreement with the concerned Tendering authority in stipulated time on earlier occasions, will not be eligible to participate in the tender for the same work.
- e) The estimated quantity of requirement of man hour per month is 625 man hours. However the estimated quantity may vary -25% to 25% with approval of tendering authority.

2. TABLE-I: NIT Details:-

01	Cost of Tender Paper	Please refer above for Cost of Tender Paper (Non-refundable) . The cost of tender paper should be submitted in shape of Account payee Demand Draft/Banker's Cheque/RTGS/NEFT/ drawn after the date of publication of NIT on any Nationalized/Scheduled Bank in favour of "Accounts Officer (Cash), BSNL, O/o GM, BSNL, Berhampur" payable at "Berhampur". The scanned copy of the above DD/BC towards cost of tender document should be uploaded in E-tendering portal https://etenders.gov.in/eprocure/app . The original DD/BC should be dropped in the tender box as described in the tender document.
----	----------------------	--

02	EMD/BID security	<p>The bidder shall furnish the EMD/Bid security in one of the following ways:-</p> <p>(a) Earnest Money Deposit in shape of Account payee Demand Draft/Bankers Cheque/RTGS/NEFT of the respective amount of the zone(s) as mentioned above on any Indian Nationalized / Scheduled Bank in favour of “Accounts Officer (Cash), BSNL, O/o GM, BSNL Berhampur” payable at “Berhampur”. The scanned copy of the above DD/BC towards EMD should be uploaded in https://etenders.gov.in/eprocure/app.</p> <p>(b) The original DD/BC should be dropped in the tender box as described in the tender document.</p> <p style="text-align: center;">OR</p> <p>(c) Bank Guarantee for the respective amount of the zone(s) as mentioned above issued by any Indian Nationalized/Scheduled Bank in favour of “Accounts Officer (Cash), BSNL, O/o GM, Berhampur” valid for minimum 180 days from the tender opening date. {Please refer Section-XI for proforma of Bid Security Bond(BG)}. The scanned copy of the above Bank Guarantee towards EMD/Bid Security should be uploaded in https://etenders.gov.in/eprocure/app. The original Bank Guarantee should be dropped in the tender box as described in the tender document.</p>																		
03	Bank Account details of AO,Cash, O/o The GM,BSNL,Berhampur BA	<table border="1"> <tr> <td>Name of the Bank and Branch</td> <td>Union Bank of India, Berhampur.</td> </tr> <tr> <td>Accounts Name</td> <td>A.O.(Cash), BSNL, O/o GMTD BSNL Berhampur</td> </tr> <tr> <td>Account Number & Type</td> <td>385801010170144&Current Account</td> </tr> <tr> <td>IFSC Code</td> <td>UBIN0538582</td> </tr> <tr> <td>Address of the Bank</td> <td>UNION BANK OF INDIA, BadaBazar,Berhampur</td> </tr> <tr> <td>MICR Code</td> <td>760026002</td> </tr> <tr> <td>Mail Id :</td> <td>gmtdbf07@rediffmail.com</td> </tr> <tr> <td>Contact No</td> <td>0680-2229133</td> </tr> <tr> <td>Name of the Bank and Branch</td> <td>UNION BANK OF INDIA, Bada Bazar, Berhampur</td> </tr> </table>	Name of the Bank and Branch	Union Bank of India, Berhampur.	Accounts Name	A.O.(Cash), BSNL, O/o GMTD BSNL Berhampur	Account Number & Type	385801010170144&Current Account	IFSC Code	UBIN0538582	Address of the Bank	UNION BANK OF INDIA, BadaBazar,Berhampur	MICR Code	760026002	Mail Id :	gmtdbf07@rediffmail.com	Contact No	0680-2229133	Name of the Bank and Branch	UNION BANK OF INDIA, Bada Bazar, Berhampur
Name of the Bank and Branch	Union Bank of India, Berhampur.																			
Accounts Name	A.O.(Cash), BSNL, O/o GMTD BSNL Berhampur																			
Account Number & Type	385801010170144&Current Account																			
IFSC Code	UBIN0538582																			
Address of the Bank	UNION BANK OF INDIA, BadaBazar,Berhampur																			
MICR Code	760026002																			
Mail Id :	gmtdbf07@rediffmail.com																			
Contact No	0680-2229133																			
Name of the Bank and Branch	UNION BANK OF INDIA, Bada Bazar, Berhampur																			
04	Availability of Tender Document	<p>Tender document can be down loaded from the website: www.odisha.bsnl.co.in or https://etenders.gov.in/eprocure/app. Further the Tender document for participating in E-tender shall be available for downloading from https://etenders.gov.in/eprocure/app following the link for Tenders through E-Tender by BSNL and to be submitted in the e-format from 25.04.2023 to 16.05.2023 As tenders are invited through e-tendering process, physical copy of the tender document would not be available for sale.</p>																		
05	Pre-BID Meeting	Scheduled on:-06/05/2023																		
06	Clarification last date for bidder	Up to 16:30 Hrs of 05/05/2023 .																		
07	Time and date of E-submission of tender	Up to 14:30 Hrs of 16/05/2023																		
08	Time& Date of E-opening of Tender (Technical Bid Only)	<p>15:30 Hrs of 17/05/2023</p> <p>If the date is declared as holiday the opening date will automatically be extended to the next working day at same time, unless otherwise notified.</p>																		
09	Eligibility Criteria	<u>As per clause 3 of Section -I</u>																		

3. Eligibility Criteria:

(i) For participating in the tender, the bidder should meet the following eligibility criteria:

a) The bidder should be an Individual registered Contractor/Proprietorship Firm/Partnership Firm/Company under Indian Company Act 1956. (Necessary proof should be given).

b) Experience Certificate of successfully completed the followings works:-
Job Contract works/Labor contract/ Office support/ Housekeeping work /maintenance of UG and OFC cable /BTS up keeping in BSNL/MTNL/ITI/TCIL/Central Govt./Central PSU / Other Govt.(Central/State) /Urban Local body (NAC/Municipality) in last three **financial years 2019-20, 2020-21, 2021-22**, for cumulative sum total value equal to or more than **35 % of the estimated cost of work as per clause 1.3 of NIT.**

c) Turn Over certificate from a registered Chartered Accountant firm for the **three Audited Financial Years out of FY2019-20, 2020-21 and 2021-22** for a cumulative sum Turnover of at least **105% of the estimated cost of work as per clause 1.3 of NIT.**

d) Bidders will be required to support claims of their above required experience as per the prescribed pro forma or similar pro forma having all required information as in SECTION-XV, through certificates issued by JAG rank officer or equivalent and above in case of PSU and State and central Govt. or with signature of Circle Head, in case of private Telecom Service Provider.

e) Solvency certificate (of ₹5lakhs for works costing up to ₹20lakhs and of ₹10lakhs for works costing > ₹20lakhs) from the scheduled / nationalized banker of the bidder. The solvency certificate shall not be older than from the date of issue of NIT

ZONE NO	ZONE NAME	Minimum value of work experience in Lakhs (please refer sl.no. 3(i)(b) above)	Minimum value of Turn Over in Lakhs(please refer sl.no. 3(i)(c) above)	Solvency certificate as per clause-3(i)d in Lakhs
Zone-I	Phulbani	4.20	12.60	5 .00

(ii) Other documents required for eligibility of NIT.

S/L No	Document required for fulfilling eligibility of bidder
1	The necessary proof regarding Contractor/Proprietorship Firm/Partnership Firm/Company under Indian Company Act 1956.
2	Cost of tender paper as per requirement.
3	EMD/Bid Security as per requirement.
4	The bidder should have Valid PAN No. and copy of latest IT return is to be attached.
5	Valid EPF registration certificate with proof of up to date payment
6	Valid ESI registration certificate with proof of up to date payment
7	Contractor should have the valid GSTIN registration certificate. In case of multiple GST numbers, all the numbers to be provided as Annexure.
8	The bidder whose near relative(s) is/are employed in BSNL, is not eligible to participate in the tender, as per limitations mentioned in SECTION-XIII.
9	Valid Labour License or an undertaking to submit the labour license to carry out "labour contract" within three weeks of signing the agreement.
10	A self- declaration along with the evidence that the bidder is not black listed by GST/BSNL authorities and MTNL/TCIL/ITI/RITES/HCL/PGCIL/RailTel/BBNL/ any other Govt.(Central/State) undertaking or Telecom Licensee such as TSP/Infrastructure Provider as the

	case may be. Ref Section-XVI.
11	In case of MSE (Micro & Small Enterprise) bidder, valid MSE/NSIC/Udyam Registration number, broadly covering the tendered equipment/ services, for claiming exemption of Tender Fee / EMD shall be required to be submitted. No DD/BG will be accepted in person or after the expiry of due date and time under any circumstances.
12	The bidder shall furnish a declaration vide Section-XVIII under their digital signature that no addition/deletion/corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website (https://eprocure.gov.in).
13	The bidder shall furnish Bidder's Profile duly filled and signed as per format Section-XIV.
14	Declaration regarding clause by clause compliance in format at section XVII.

Rejection of tender:

(iii) Incomplete, ambiguous and Conditional rate, unsealed, late receipt tender will be rejected. The GM, BSNL, Berhampur BA, Berhampur reserves the right to accept or reject any or all tender bids without assigning any reason thereof. The GM, BSNL, Berhampur BA, Berhampur is also not bound to accept the lowest tender.

NOTES:

i) The closure time/date of downloading of tender document (by bidder) from the e-tender portal is 5 minutes before the last time/date of bid submission (i.e the bidder can download the tender document from the e-tender portal <https://eprocure.gov.in> .

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

iii) The tender document can be downloaded from the website www.odisha.bsnl.co.in or <https://etenders.gov.in/eprocure/app> and to be submitted in the e-format. Cost of Tender Document(in the form of DD/BC), EMD/Bid security(in the form of DD/BC/BG) and Power of attorney (if applicable) in original in a sealed envelope super scribed as **Envelope-A** have to be dropped in the tender box placed in the chamber of **AGM (Planning), O/o GM, BSNL Berhampur-760001 before due time.**

iv) Amendments, if any, to the tender documents 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.

v) Intending bidders are requested to register themselves with [Https://eprocure.gov.in](https://eprocure.gov.in) through <https://eprocure.gov.in> for obtaining user-id, Digital Signature etc, by paying Vendor registration fee and processing fee for participating in the above mentioned e-tender.

vi) BSNL has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender document would not be sold.

vii) Place of opening of Tender bids: BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, authorized representatives of bidders can attend the TOE at the Room Conference hall, GM ,BSNL, Berhampur where BSNL's Tender Opening Officers will conduct Public Online Tender Opening Event (TOE).

viii) In case of any correction/addition/alteration/omission in the tender document, the tender bid shall be rejected summarily.

iv) Tender Information:

a) Type of Tender: Single stage two bid type e-tender.

b) Bid Validity Period/Validity of bid offer for acceptance by BSNL: 180 days from the tender opening date (Date of Technical Bid opening).

c) The bidder should refer clause 10 of SECTION-II of this document for details of documents to be scanned and uploaded in the [Https://eprocure.gov.in](https://eprocure.gov.in)'s e-tender portal for BSNL.

- d) The tender documents shall be issued free of cost to MSE bidders on production of requisite proof in respect of valid certification from MSME for the tendered item.
- e) Procurement under this tender would be in accordance with 'Public procurement (Preference to Make in India) Order 2017' notified by Government of India & its subsequent amendments, guidelines etc. for Preference to Make in India products.

AGM (Plg & Admn)
O/o GM, BSNL Berhampur BA

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

SECTION-II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- (a) "**The Purchaser**" means the Bharat Sanchar Nigam Ltd. (BSNL), GM, Berhampur.
- (b) "**The Bidder**" means the individual or firm who participates in this tender and submits its bid.
- (c) "**The Supplier**" or "**The Vendor**" means the individual or firm supplying the goods under the contract.
- (d) "**The Goods**" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (e) "**The Advance Purchase Order**" or "**Letter of Intent**" means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) "**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.
- (g) "**The Contract Price**" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) "**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.
- (i) "**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.
- (j) "**Successful Bidder(s)**" means the bidder(s) to whom work in this tender is awarded.

2. ELIGIBILITY CRITERIA:

- i) The bidder should be an Individual contractor/Proprietorship Firm/Partnership Firm/Company under Indian Company Act 1956. (Necessary proof should be given). (a) **Individual contractor**: The bidder should submit Valid Registration Certificate as Individual contractor issued by any State/Central Government Authority. (b) **Proprietorship Firm**: The bidder should submit an Affidavit describing that he is the sole proprietor of the said Proprietorship firm which is executed on a non-judicial stamp paper of appropriate value as prevailing in the respective states (s) and the same be attested by a Notary Public or registered before Sub-Registrar of the state(s) concerned. The proprietorship firm should also be registered by any State/Central Government Authority as a valid contractor. (c) **Partnership Firm**: The bidder should submit a certificate of registration for the firm registered under Indian partnership Act'1932 and its subsequent amendments. The bidder should also submit the copy of partnership deed. (d) **Company under Indian Company Act 1956**: In case of a company registered under Indian Companies Act, 1956, the bidder should submit Certificate of Incorporation, Article or Memorandum of Association along with List of all Directors including their name(s), Director Identification Number(s) (DIN) and address(es) along with contact mobile/telephone numbers of office and residence.
- ii) For other conditions of eligibility please refer to clause 3 of section-I.

3. COST OF BIDDING:

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

B. THE BID DOCUMENTS:

4. BID DOCUMENTS:

The works required, bidding procedures and contract terms are prescribed in the bid documents. The bid documents include:

- a) Notice Inviting Tender.
- b) Instruction to Bidders.
- c) Conditions of the Contract.
- d) Construction, Specification and Job description.
- e) Bid form.
- f) Financial Bid
- g) Price schedule.
- h) Special conditions of contact
- i) Undertaking and declaration.
- j) Performance Security Bond Form.
- k)** Letter of authorization to attend Bid opening.
- l) Undertaking in respect of non-working of relatives in BSNL.
- m) Information about bidders.
- n) Declaration regarding Blacklisting.
- o) Declaration regarding non tampering of tender document
- p) Guidelines action against vendor for default action.
- q) Experience/turnover/solvency certificate.
- r) EMD/Performance Deposit certificate format.

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

5 CLARIFICATION OF BID DOCUMENTS:

A prospective bidder, requiring any clarification of the bid documents shall notify the tendering authority in writing or by FAX/e-mail at the tendering authority's mailing address indicated in the invitation for bids. The tendering authority shall respond in writing to any request for clarification of the bid documents, which it receives **not later than 7(seven) days prior to the last date for the submission of bids**. Clarifications to these queries by the tendering authority shall be published in the e-tender portal and other websites where the notification of tender was given. **These clarifications in the form of corrigendum or amendments will not be published on any newspapers.**

Pre-Bid Meeting: Scheduled on as date mentioned in SECTION-1 at Conference Hall, O/o The GM, Berhampur BA. (The bidders' are requested to confirm the exact date before one day)

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

6 AMENDMENT OF BID DOCUMENTS:

At any time, prior to the date for submission of bids, the tendering authority may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

The amendments shall be notified on websites (BSNL Odisha website <www.odisha.bsnl.co.in/Berhampur> and from <https://etenders.gov.in/eprocure/app> and these amendments will be binding on them. **The**

amendments will not be published on any newspapers.

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

It is the sole responsibility of the bidder to confirm from AGM (Planning) or SDE (Planning) regarding amendments, if any before uploading of the tender document.

C. PREPARATION OF BIDS:

7. DOCUMENTS COMPRISING THE BID:

It is a Single Stage Bidding and two stages Opening and the bid prepared by the bidder shall comprise the following components:

- i) **TECHNO- COMMERCIAL BID:** Techno-commercial bid shall comprise the following Components:
 - a) Documentary evidence established in accordance with Clause 2 and 10 of Section-II that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
 - b) Bid form (Section-VII) completed in accordance with Clause 8 of Section-II.
 - c) Bidder’s profile (Section XIV) filled completely and duly signed.
 - d) EMD/Bid Security furnished in accordance with Clause 11.
- ii) **FINANCIAL BID:** Financial bid shall comprise the completed “**FINANCIAL BID/PRICE SCHEDULE**” (Section-VIII) in accordance with Clause-9 and as per schedule of rate Section-V.

8. BID FORM:

The bidder shall complete the Bid Form and the appropriate Price schedule furnished in the Bid Documents, indicating the works to be done, a brief description of the works and prices are as per Section-IV & Section-V respectively.

9. BID PRICES:

The bidder shall quote the % rate at par/above/below of the schedule of rate given in the financial bid in SECTION-VIII. The schedule of rate is including all charges but excluding GST. GST, if any, shall be paid as applicable.

A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

In case of any discrepancies of quoting rate in figures and words, the rate quoted in words will be considered.

Any erasures/corrections of price bid should be initialed by the bidder with date.

10. DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY & QUALIFICATION:

(Check List):

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

Documents required to be submitted for Bidders Eligibility and Qualifications (Notarized /Attested from Gazette officer/ with Self-Attested)					
Sl.No	Contents of <u>first Online Envelope</u> i.e. Techno Commercial Envelope (Qualifying Bid)	Yes /No	Reg.Number& Issued by(if applicable)	Valid Upto (If Applicable)	Page no.
1	Scanned copy of the duly filled and signed Bid Form, Section-VII of the tender document				
2	Scanned copy of the duly filled and signed Bidder’s Profile, Section-XIV of the tender document.				
3	Scanned Copy of receipt/Demand Draft/Bankers Cheque/BG proof for online payment of requisite value towards the price of tender document as per NIT.				
4	Scanned Copy of receipt/Demand Draft/Bankers Cheque/BG proof for online payment of requisite value				

	for the Bid Security/EMD as per NIT.				
5	Scanned copy of MSE/NSIC/ Udyam Registration certificate in case bidder is an MSE bidder, as applicable.				
6	Copy of audited turnover certificate of last three financial years as per eligibility criteria.				
7	Scanned copy of the Experience Certificate(s) as per NIT in the prescribed pro-forma ref Sec-XV.				
8	Copy of PAN card and copy of latest IT return.				
9	Solvency certificate (of ₹5lakhs for works costing up to ₹20lakhs and of ₹10lakhs for works costing > ₹20lakhs) from the scheduled / nationalized banker of the bidder. The solvency certificate shall not be older than from the date of issue of NIT				
10	Copy of the valid EPF Registration Certificate.				
11	Copy of the valid ESI Registration Certificate.				
12	Copy of the valid GSTIN registration certificate..				
13	Copy of registration of the company/firm/ proprietorship with the competent office and (a) Duly executed Affidavit, stating that bidder is the sole proprietor of the firm in case of proprietor. (b)Copy of partnership deed in cases of partnership firm. (c)Copy of Articles of Association duly registered with Registrar of Company affairs, in case of Limited/Pvt. Limited Company.				
14	Scanned copy of Registered Power of Attorney/Resolution of Board of Directors, authorizing individual(s)including the person with whose DSC the tender is submitted on e-tendering portal (if and as applicable)				
15	Declaration regarding Non tampering & downloading of tender documents.(Section-XVIII)				
16	Declaration on clause by clause compliance as in Section-XVII				
17	Copy of No Near relative certificate(s) as per Section-XIII of this NIT.				
18	Declaration/undertaking regarding the firm/bidder is not black listed as per in Section-XVI of NIT.(In non judicial stamp paper of Rs 20)				
19	Original "Power of Attorney" in case person other than The BIDDER has signed the tender documents. (OnRs.100/-Stamp paper and notarized)				
20	Undertaking& declaration as per section-IX				

Contents of Second Online envelope i.e. Financial Envelope

Schedule for Quoting the Rates(i.e. Section VIII for the Zone participated)

Note 1 :-

- i. The bidder should submit Original Power of Attorney (which should also be uploaded in e-tender portal) in case of person other than the bidder has signed the tender document. It should be executed after the NIT date. For details about Power of Attorney please refer clause no.13, section-II of tender document.
- ii. The bidder should submit declaration executed on non-judicial stamp paper of Rs. 20/- (purchased by the bidder) regarding non-blacklisting / debarring from taking part in government tender by DOT / MTNL / GOVT. DEPT. / PSU as per format given in SECTION-XVII of tender document.
- iii. The bidder should submit Tender document signed by the bidder on all pages with seal.**
- iv. All pages of the original Bid submitted in with Technical bid including blank pages with scoring except for un-amended printed literature shall be signed by the person or persons signing the Bid. The copy of certificates issued by the competent authority duly Self Attested by the bidder.

Note-2) If any one of the above items required to be submitted along with the technical bid is found missing or in appropriate, the offer is liable to be rejected at that stage. However, the tendering authority at it's discretion may call for any clarification regarding the bid documents within a stipulated time period. In case of non-compliance of such queries, the bid will out rightly rejected without entertaining further correspondence in this regard. The bidder is fully responsible for authenticity of the document.

Note-3) VERIFICATION OF DOCUMENTS AND CERTIFICATES: The bidder will ensure that all the documents and certificates, including experience/ performance and self certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder. If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per departmental guidelines.

Note-4) The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self attested by the bidder.

Note-5) 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-6) All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

11. EMD/BID SECURITY:

11.1

i) EMD/BID Security shall be paid as mentioned in NIT section-I, should be submitted in the form of an account payee Bank Draft/Banker's Cheque drawn on any Indian Nationalized/Schedule Bank/RTGS/NEFT payable at Berhampur in favour of "**Accounts Officer (Cash), BSNL, O/o GM, BSNL Berhampur**" along with the tender document. EMD may also be submitted in the shape of Bank Guarantee for the required amount from any Indian Nationalized/Scheduled Bank **in favor of "Accounts Officer (Cash), BSNL, O/o GM, Berhampur"** valid for minimum 180 days from the tender opening date. {Please refer Section-XII for pro forma of Bid Security Bond(BG)}. The EMD/BID Security is required to protect the company against the risk of bidder's conduct, which would warrant the security forfeiture.

ii) No interest shall be allowed on the EMD/BID Security to the Bidder.

a) The EMD/BID Security is required to protect the tendering authority against the risk of bidder's conduct, which would warrant the security's forfeiture pursuant to clause 11.6.

b) BID NOT SECURED IN ACCORDANCE WITH PARA 11.1(i) SHALL BE TREATED AS NON- RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.

11.2 The EMD/BID Security of the unsuccessful bidder will be discharged/returned as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by the Tendering authority, pursuant to Clause 12.

11.3 Exemption for EMD:

In case of Micro and Small Enterprise (MSE) bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSE , in order to avail the benefits (exemption from tender fee and EMD) available to MSMEs as contained in Public procurement Policy for MSEs, URN certificate should broadly cover the Equipment/services offered in Tender.

Exemption in Cost of Tender Document and EMD under MSME & NSIC is permitted, if the registration of MSME certificate is done for telecom service activities, showing validity period, monetary limit with other eligibility condition as per MSME provision, only Udyoga Adhar registration will not be considered for availing any exemption.

The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of tender fee & EMD. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small &Medium Enterprises for the tender items.

The successful bidder's EMD/BID Security will be discharged upon the bidder's acceptance of the LOI/APO satisfactorily in accordance with clause 27 and furnishing the performance security.

11.4 The EMD/BID Security may be forfeited:

- (a) If bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid Form, or
- (b) In case of a successful bidder, if the bidder fails:
 - (i) To sign the contract in accordance with clause 28 or
 - (ii) To furnish performance security in accordance with clause 27(b).
- (c) In both the above cases i.e. 11.4 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of LOI. The bidder will not approach the court against the decision of BSNL in this regard.

12. PERIOD OF VALIDITY OF BIDS:

Bid shall remain valid for 180 days after the date of bid opening prescribed by the Tendering authority, pursuant to Clause 18.1.A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE TENDERING AUTHORITY AS NON-RESPONSIVE.

In exceptional circumstances, the Tendering authority may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The EMD/BID Security provided under Clause 11 shall also be suitably extended. The bidder may refuse the request without forfeiting his EMD/BID Security. In such case(s), his/her bid shall be rejected without forfeiting the EMD/BID Security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

13. POWER OF ATTORNEY:

- a. The power of attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states (s) and the same be attested by a Notary Public or registered before Sub-Registrar of the sate(s) concerned.
- b. The power of Attorney is executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/institution/body corporate.

- c. In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- d. In case the representative of bidder company, who uploads the documents on e-tender portal using his Digital Signature Certificate (DSC), is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name, shall also be made as one of the Power of Attorney holder by the bidder Company, in addition to the authorized signatory for the bid.
- e. 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.

14. FORMAT AND SIGNING OF BID:

- a) The bidder shall submit his bid, online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature (in case of e-tendering), by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

Note:-The Purchaser may ask the bidder(s) to supply, besides original bid, additional copy of bids as required by him.

- b) 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

D. SUBMISSION OF BIDS:

14) SEALING AND MARKING OF BIDS:

- A. The Bid contains three parts ;

The first part (Envelope-A) should contain-

- (a) **Original DD/BC/BG towards EMD/ Bid Security as per NIT Section-I, Table-I.**
- (b) **Original DD/BC towards cost of tender document as per NIT Section-I, Table-I.**
- (c) **The power of attorney in original (If applicable).**

Note:-

- The units registered under single point of registration scheme NSIC/MSME units under are exempted from depositing the price of tender document and EMD. Such bidder shall have to submit the self certified copy of MSME /NSIC certificate.
- The above documents have to be submitted in an envelope-A before the last day of e- bid uploading through person in the tender box in the chamber of AGM (Planning). The scanned copies of the DD/BC/BG towards EMD/BID security, DD/BC towards cost of bid document & Power of attorney (If applicable) have to attach or upload in the E tendering portal.
- This envelope-A containing the original DD/BC/BG (For EMD & Cost of tender paper) & Power of attorney (if applicable) should be dropped in the tender box available in the chamber of AGM (Planning), O/o GM, BSNL, Berhampur-753012. **Alternatively**, the envelope-A containing the original DD/BC/BG (For EMD) & DD/BC (For Cost of tender paper) & Original Power of attorney (if applicable) may be sent through registered post/speed post/courier service so as to reach "AGM (Planning) ,O/o GM,,BSNL Berhampur -760001" on or before the closing time/date of submission tender. BSNL will not be responsible for late receipt of envelope-A due to any kind of postal delay or any other means.
- The second part contains Financial Bid (Price Schedule) should be uploaded as marked as Envelope-

- B. Financial e- bid containing the Price schedule in the excel format has to be filled carefully in the FINANCIAL BID in e-portal.

The Venue of E- bid Opening will be: **AGM(PLG),ROOM NO – 310,O/o GM,BSNL Berhampur BA, Berhampur** If due to administrative reason, the venue of e-bid opening is changed to be published e-portal.

(a) Bids must be E-QUOTED before the locking time of the bid.

SUBMISSION OF BIDS.

Bids must be submitted online by the bidders not later than the specified date & time as indicated in the NIT, Section –I.

(a) The bidder shall submit his bid offer against a set of bid documents downloaded by him for all or some of the systems/s as per requirement of the Bid documents. One Bidder can submit only one offer for a zone as only one user id will be allotted to him. A bidder is allowed to participate maximum in any one by submitting tender paper cost and EMDs of respective zone(s).

(b) The BSNL may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 6 of Sec-II in which case all rights and obligations of the BSNL and bidders previously refer to the deadline will thereafter be subject to the deadline as extended.

(C) The Clauses of the bids shall be complied and price bid quoted well before the Locking time of the bid. Scanned documents wherever necessary are to be pasted in the appropriate places of the document.

15. LATE BIDS:

No bid shall be accepted either online by E-Tender Portal or physically in case of manual bidding process after the specified deadline for submission of bids prescribed by the purchaser.

16. MODIFICATION AND WITHDRAWAL OF BIDS:

1. The bidder may withdraw his bid after submission prior to the deadline prescribed for submission of bids. The bidder's withdrawal shall have to be online and digitally authenticated (in case of e-tendering)

2. No bid shall be modified subsequent to the deadline for submission of bids .

E. BID OPENING AND EVALUATION:

17. OPENING OF BIDS BY TENDERING AUTHORITY

i. The bids will be opened in two stages. On the due date, the purchaser will open the technical bids. The bidders or their authorized representatives may present during the event of tender opening. The bidder's representatives, who are present, shall sign in tender opening register. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in section XI).The bidders can view the opening details after the purchaser opened them.

ii. A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

iii. The bidder's names, bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening.

iv. 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 the next working day, time remaining unaltered.

v. Technical bids will be evaluated by the purchaser and after completion of the technical evaluation the eligible bidders list for the financial bid opening will be made available in the website.

vi. Opening date and time of financial bid will be notified in the website.

Note for Tender opening Committee:

a) At the time of tender opening, the TOC will check/ verify that the documents conforming to eligibility part are submitted by the participant bidder duly authenticated by the authorized signatory to obviate any possibility of doubt and dispute and maintain veracity of the documents / papers/ certificates. The documents/ papers to be submitted in respective bid part have been explicitly stated in clause- 2 and 10 of Section-II.

- b) 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.
- c) These papers will be treated as authentic one, in case of any dispute.

18. Place of opening of Tender bids:

Authorized representative of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at **Meeting Room 310, Telephone Bhawan, Berhampur-760001**, where BSNL's Tender Opening Officers would be conducting through online e-Tender.

19. PRELIMINARY EVALUATION:

i. Tendering authority 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.

ii. Prior to the detailed valuation, pursuant to clause 21, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents. 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 Tendering authority's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse of extrinsic evidence.

iii. A bid, determined as substantially non-responsive will be rejected by the Tendering authority and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non- conformity , also the Tendering authority shall not be bound to show the reasons/causes of rejection of the bid.

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

v. 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.

20. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

a) The Tendering authority shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 20.

b) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the tendering authority. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of the errors, his bid shall be rejected. In a tender, where number of items is more than one, price evaluation shall be on composite basis. Bidders shall have to quote price(s) against all the items, for tenders where numbers of items are more than one. Otherwise the bid will be rejected.

c) The L1 bidder will be decided. The bidder in a zone will be declared L1, whose total composite price of financial bid of that zone will be lowest.

d) In case of more than one bidder at the same lowest rates (L1), the bidder who has got more experience shall be preferred over others

21. CONTACTING THE TENDERING AUTHORITY:

a) Subject to Clause 19, no bidder shall try to influence the Tendering authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

b) Any effort by a bidder to influence the Tendering authority in the Tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

F. AWARD OF CONTRACT:

22. PLACEMENT OF ORDER:-

- 23.1 The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable as per **clause 21** 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.
- 23.2 The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price(L1).

23. TENDERING AUTHORITY'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

- 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. However at latter stage if there is extension of contract period, proportionate increase in tender value may be considered by the tendering authority, as it is a service/maintenance type of contract.
- b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.
- c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

24. VALIDITY OF CONTRACT

- (a) Normally contract will be awarded for **TWO YEARS**. However, extension for one year or part there of, will be considered, keeping in view the various factors such as exigency of service, satisfactory performance of the firm with the same terms and conditions of the tender and proportionate increase in estimated cost.

25. TENDERING AUTHORITY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

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

26. ISSUE OF LETTER OF INTENT (LOI) AND SUBMISSION OF PBG BY VENDOR:

- a) The issue of an LOI shall constitute the intention of the Tendering authority to enter into the contract with the bidder.
- b) The bidder shall within **14** days of issue of the LOI give his unconditional acceptance to the terms & Conditions of tender in writing along with performance security in shape of Bank Guarantee for an amount of 3% of the contract value for a period of **3 years** in conformity with **Section X** provided with the bid documents.

27. SIGNING OF CONTRACT:

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

Upon the successful bidder furnishing the performance security, the Tendering authority shall discharge its EMD/BID Security, pursuant to Clause 11.

28. ANNULMENT OF AWARD:

Failure of the successful bidder to sign the agreement shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD/BID Security in which event the Tendering authority may make the award to any other bidder at the discretion of the Tendering authority or call for new bids.

29. COURT JURISDICTION:

The contract shall be governed by Indian Laws and Courts at Berhampur will have the jurisdiction to entertain any dispute or claim arising out of this tender till issue of Work order.

31 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 document, non-compliance of any one of which shall result in outright rejection of the bid.

- i. Clause 14.A of Section II-The bids will be recorded/ returned unopened, if covers are not properly sealed.
- ii. Clause 11.1 & 12 of Section II- The bids will be rejected at opening stage if EMD/BID Security is not submitted as per Clauses 11.1, bid validity is less than the period prescribed in Clause 12.1 mentioned above.
- iii. Clause 2& 10 of Section II- If the eligibility condition as per clause 2, Section II is not met and/or documents prescribed to establish the eligibility as per Clause 10 of Section II are not enclosed, the bids will be rejected without further evaluation.
- iv. Section VIII: Price schedule- Prices are not filled in as prescribed in price schedule.
- v) Before outright rejection of the bid for non-compliance of any of the provisions mentioned in clause 31 (i),(ii) and (iii) of section-II, the Tendering authority may extend opportunity to the Bidder(s)/Companies to explain its/ 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 Bid-opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender conditions, if any.
 - a) The representations received in bid opening day shall be submitted to the competent authority for review if the bid opening team is satisfied with the arguments of the bidder(s)/companies mentioned in their representations and feel that there is prima-facie fact for consideration as early as possible and decision to this effect shall be communicated to the bidder company. If the reviewing officer finds it fit to open the bid of the petitioner, the bid(s) shall be opened by giving three (working) days notice to all the participating bidders to give opportunity to desirous participants to be present on the occasion.
 - b) The Tendering authority shall not return the bids submitted by the bidders on the date of tender opening, even if it is liable for rejection. Such bids shall be kept preserved in sealed cover as submitted by the bidder(s), however; desirous representatives of the participating bidders/ companies present on the occasion may put their signatures on the sealed envelopes if they intend to do so. Bids found liable for rejection will be returned to the bidders after finalization of the tender.

32. ACTION AGAINST BIDDER IN CASE OF DEFAULT.

In case of default by Bidder(s) such as

- a) Does not provide the service in time;
- b) Bidder does not perform satisfactory in the field in accordance with the specifications & scope of work.
- c) Or any other default whose complete list is enclosed in Section-XIX.

33. Tendering authority reserves the right to disqualify the bidder for suitable period who habitually failed to complete the work in time. Further, the bidders whose works do not perform satisfactorily in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the Tendering authority. Tendering authority reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

34. Near relationship certificate-

The bidder should give a certificate that none of his / her near relative is working in the units as defined below where he/she is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For the 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 institutions nominees and independent non-official part time Directors appointed by Government of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person, the tender will be cancelled and EMD/BID Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or the firm or the concerned person.

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

The near relatives for this purpose are defined as :-

- (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) and Son's wife (Daughter-in-law), Daughter(s) and Daughter's husband (Son-in-law), Brother(s) and Brother's wife, Sister(s) & Sister's husband (Brother-in-law).

The format of the certificate to be given is as per **Section- XIII**.

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

SECTION-III

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

The contract means the document forming the tender and acceptance thereof and the formal agreement executed between the BSNL and the contractor together with the documents referred to therein including the conditions of contract, the specifications, designs, drawings and instruction issue from time to time by the Divisional Engineer in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another. In the contract, the following expressions shall unless where the context otherwise required, have the meaning hereby respectively assigned to them.

1. The "Purchaser" means the GM, Bharat Sanchar Nigam Ltd. (BSNL), Odisha Telecom Circle, Berhampur BA.
2. "The Bidder" means the Company. Individual or firm who participates in this tender and submits its bid.
3. "The Supplier" or "The Vendor" or "Service Provider" means the individual or firm awarded the contract.
4. "The Services" means providing maintenance services for external plant which the Supplier is required to supply to the Purchaser under the contract.
5. "The Advance Work Order" or "Letter of Intent" means the intention of Purchaser to place the Work Order on the bidder.
6. "The Work 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 Work order shall be deemed as "Contract" appearing in the document.
7. "The Contract Price" means the price payable to the Supplier under the Work order for
8. the full and proper performance of its contractual obligations.
9. "Successful Bidder(s)" means the bidder(s) to whom work in this tender is awarded.
10. "Zone" means the Group of exchanges/ Zone of contiguous exchanges.
11. "SSA" means Secondary Switching Areas defined by BSNL (generally comprising of one
12. or more revenue districts).
13. "BA" means Business Area comprising of one or more SSA's
14. The **Officer in charge** means the Assistant General Manager/ Sub Divisional Engineer/Junior Telecom Officer or any officer on site, shall be in charge of work at any time or who shall sign the contract on behalf of the BSNL.
15. The "CONTRACTOR" shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include the local personal representative or such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees or such individual or firm or firms or company.
16. The "Divisional Engineer in-charge" means, the Divisional Engineer who shall supervise and shall be in-charge of the work, at any time or who shall sign the contract on behalf of the BSNL.
17. The "Bharat Sanchar Nigam Limited" means the Company of Telecommunications, Government of India Enterprise under Ministry of Communication. All references of :
 - I. Company / BSNL / Odisha Telecom Circle
 - II. CGM / Chief General Manager
 - III. PGM / Principal General Manager
 - IV. DGM) / Dy. General Manager
 - V. CAO / Chief Accounts Officer
 - VI. AGM (Planning) / Asst. General Manager(Planning)
 - VII. SDE / Sub-Divisional Engineer
 - VIII. AO / Accounts Officer

IX. JTO / Junior Telecom Officer

In various clauses shall be taken to mean respectively.

2. PERIOD OF VALIDITY

The approved rates will remain valid for a period of **Two years** from the date of execution of agreement with an option of extension of a further period of **6 months** and maximum upto **12 months** on the same rate, terms and conditions with proportional increase in estimated cost subject to satisfactory performance, but taking fall clause of tender document into consideration.

3. LABOUR / MATERIAL / EQUIPMENTS / SUPPLIES

The contractor shall furnish and pay for all supervision, labor tolls, consumable materials as may be necessary for the performance of the work and the cost of these shall be included in the unit construction prices quoted by the bidder at the time of submitting his tender and payable to the contractor.

The BSNL will only provide Power and water for all works under the scope of this tender.

4. GUARANTEES

In addition to any and all other guarantees and warranty mentioned in the contract documents, the contractor guarantees that the entire work will be done in a satisfactory manner and free from any defects in workmanship and finish and in conformity in all respects with the specifications and direction. The contractor also undertakes to repair or replace, as the case may be at his own cost and risk any part of the works which may be damaged or that may develop any defects due to bad workmanship or otherwise due to the fault of the contractor within a period of one month notice.

5. METHOD AND MANNER OF PERFORMANCE

The contractor shall be an independent contractor and shall have complete charge of the men engaged in the performance of the works to be performed hereunder and shall perform the works in accordance with his own methods and his own risk, subject to compliance with the contract execute the works in the best and most substantial workman like manner and both as regards material and otherwise in respect in strict accordance with the contract documents or such other additional particulars, instructions as may be found requisite to be given during carrying out the works, enforce good order among his employees and shall not employ on the work any unfit person or any one not capable or not properly qualified to properly perform the work assigned to him. The contractor shall also not employ in respect of the works any employee that the Divisional Engineer/Site Engineer may for any reason object to.

6. INSURANCE

Without limiting any of his other obligations or liabilities, the contractor shall at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, materials etc. brought to the site and for all the work during the execution. The contractor shall take out workman's compensation insurance as required by law and undertake to indemnify and keep indemnified the BSNL from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) and charges and expenses that may arise in regard to the same or that the BSNL may suffer or incur with respect to and/or incidental to the same.

7. SUB-CONTRACTOR

a. No sub contract in any circumstance is permissible.

b. The contractor shall indemnify and save harmless to the BSNL from and against all actions, suits, proceedings, losses, costs damages, charges, claims and demands what so ever, either in law or in equity and all cost (inclusive between attorney and client) and charges and expenses that the BSNL may sustain out of or incidental (to in connection with any act (s) or commissions) of the contractor, his agents, employees.

8. REPRESENTATIVE OF THE BSNL

The BSNL shall be represented by the Asst. General Manager (Admn & Plg) who will be in charge of the works. BSNL's representative in works site shall be the Engineer in-charge or such other representative as the AGM (Plg&Admn) may from time to time designate in writing. The Engineer in-charge and/or his assistant or nominee shall inspect the work and materials of the contractor or the contractor's representative. Notice given in

writing by the AGM (Plg&Admn) in-charge or by the Site Engineer and such other representatives of AGM (Plg&Admn) as they may designate in writing shall be deemed to be authorized to represent the BSNL in respect of the agreement's representatives, as aforesaid, which in within his power shall be binding on the contractor.

9. INTERPRETATION OF THE CONTRACT DOCUMENT

The Divisional Engineer and the contractor shall in so far as possible by mutual consultation try and decide upon the meaning and intent of the contract document. In case of disagreement the dispute will be referred to the sole arbitrator as provided in the contract. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.

10. CHANGES AND EXTRA WORK

a) Change as used herein means a substitution for, or omission of, any work or other requirements within the general scope of the work, the performance of or compliance with which is contemplated by the Contract Documents.

b) "Extra work" as used herein means any work or compliance with any requirements, other than a change which is not, expressly or implied contemplated by the Contract Documents, and which is necessary to be performed for the proper completion of the contracted work. For the purpose of clarification, it is declared that, any work or operation which shall be necessarily incidental to the proper performance of any item of work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work.

c) The GM, Berhampur may, at his absolute discretion can make a change in any part of the work provided for the Contact.

d) The Contractor shall not undertake or make any change or do any work under this contract unless he has received written instructions from Engineer-in-Charge.

e) The Contractor shall not be entitled to any compensation in addition to the contract price for the performance of any work not envisaged under the contract, unless prior to the performance of such work he has received from the Engineer-in-Charge written authorization to perform such work.

f) If the altered, added or substituted work includes any work for which no rates are specified in the contract for the work can be derived from similar class of work in the contract, then such work shall be carried out at the rate determined by the Divisional-Engineer-in-Charge on the basis of the prevailing market rates where the work was done.

g) If the rate for the altered, added or substituted work cannot be determined in the manner specified above, then the contractor shall within seven days of the date of receipt of order to carry out the work, inform the Divisional-Engineer-in-Charge of the rate which it is his intention to charge for such class of work supported by analysis of the rate or rates on claimed, and the Divisional-Engineer-in-Charge shall determine the rates on the basis of prevailing market prices and pay the Contractor accordingly. However, the Divisional-Engineer-in-Charge by notice in writing will be at liberty to cancel the order to carry out such class of work and arrange to carry it out in such manner, as he may consider re-advisable.

11. QUALITY OF WORK

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

12. PROTECTION OF WORK

The contractor shall be responsible for all materials furnished or supplied by the BSNL while in the

Contractor's custody whether, or not installed in the work.

13. NOTIFICATION

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

14. SHUT DOWN ON ACCOUNT OF WEATHER CONDITION

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

15. REFUNDS OF SECURITY DEPOSITS

a) The Security Deposit or a part thereof or such balance thereof if any, as may remain after deduction there from in respect of any outstanding bills of the contractor to the BSNL shall be paid back to the contractor after 3 Years of signing agreement or after satisfactory guarantee period of **six months** from the date of last satisfactory completion of the work and final acceptance by the BSNL whichever is later at the discretion of the BSNL authority. The contractor shall remain liable to the BSNL in respect of any shortfall and/or discharge liabilities notwithstanding return of Security Deposit or any part thereof.

b) No interest will be payable on the Earnest Money or the Security Deposit or amounts payable to the contractor under the contract.

c) Refund of the Security Deposit/Performance Security Deposit is subject to full and final settlement of the Final bill for the works contract executed under one contract.

16. INDEMNITIES

a) The Contractor shall at all times hold the BSNL harmless and indemnify them against all actions, claims and demands of every nature and description brought or procured against the BSNL, its officers, and employees and forthwith upon demand and without protest or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client and all cost incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractor's obligations or in protecting or endorsing its right in any suit or other legal proceeding, charges and expensed and liabilities resulting from or arising out of or in any way connected with or incidental to the operations caused by the Contract Documents. In addition the contractor shall reimburse the government or pay to the BSNL forthwith on demand without protest or demur all cost charges and expenses and losses and damages otherwise incurred by it in consequence of any claims demands and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contract.

b) The contractor shall at his own cost at the BSNL's request defend any suit or other providing asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the BSNL.

17. COMPLIANCE WITH LAWS AND REGULATIONS

During the performance of the works the Contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable By-laws, Rules, Regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by Central/State Govt., BSNL's agency or Company, Municipal Board, BSNL or other regulatory or Authorized Body of Persons and shall provide all certifications of compliance therewith as may be required by such applicable law, By-laws, Rules Regulations, orders and /or provisions. The Contractor shall assume full responsibility for the payment of all contributions and pay-roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the Contract documents. If the Contractor shall require any

assignee or sub-contractor to whom any portion or the work to be performed hereunder or may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the BSNL harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the Contractor or any assignee or sub-contractor to make full and proper compliance with the said by laws, Rules, Regulations, Laws and Order and Provisions as aforesaid.

18. OPTIONAL TERMINATION BY BSNL (OTHER THAN DUE TO DEFAULT OF CONTRACTOR)

- a) The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contractor in which case the contractor shall be entitled to payment for the work done upto the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work, exclusive of purchases and/or hire of material, machinery and other equipment for use in or in respect of the work.
- b) In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractors' materials, machinery and equipments and hand over to BSNL or to any other authority as the BSNL may direct.
- c) The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the Contractor.

19. TAXES AND DUTIES

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

20. BREACH OF CONTRACT

The "Divisional-Engineer-in-charge" may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims, damage in respect of any breaches of the contract and with out prejudice to any rights or remedies under any of the provisions in this contract or otherwise and whether the date of completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases.

- i. If the contractor having been given by the Divisional-Engineer-in-charge a notice in writing to rectify reconstruct or replace and defective work or that the work is being performed in any inefficient or otherwise improper or un workman like manner omits to comply with the requirement of such notice for a period of seven days there after or if the contractor delays or suspend the execution of the work so that either in the judgment of Divisional-Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by that date.
- ii. After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him of the amount of which excess the certificate in writing of the Divisional-Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under his contract or any other account whatsoever or from his security deposit or proceeds of sales thereof a sufficient part thereof as the case may be. The contractor whose work has been rescinded due to breach of contract and carried out through another contractor does not have any right to initiate any legal proceedings to stall the work.
- iii. In the event of any one or more of the above courses being adopted by the Divisional-Engineer-In-Charge the contractor has no claim for having any loss sustained by him by reason of his having purchased or procured

any materials or entered into any agreements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in any case action is taken under any of the provisions aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

iv) In any case in which any of the powers conferred upon the Divisional Engineer in-charge by clause 25 thereof shall have become exercisable and the same shall not be exercised, thereof shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercisable in the event of any future; case default by the contractor and the liability of the contractor compensation shall remain unaffected. In the event of the Engineer-in-charge putting in force all or any of the powers vested in the preceding clause, he may if he so desires after giving a notice in writing to the contractor taken possession of (or at the sole discretion of the Divisional Engineer in-charge which shall be final) use as on hire (the amount of the hire money being also in the final determination of the Divisional Engineer in-charge) all or any tools, plant, materials, and stores, in or upon the works or the site thereof, belonging to the contractor, or procured by the contractor intended to be used for the execution of same and amount at the contract rates, or in the case of these not being applicable at current market rates to be thereof shall be final otherwise the DE, in-charge whose certificate thereof shall be final otherwise the DE, in-charge by notice in writing may order the contractor of his clearance, of tools, plant, materials or store from the premises (within a time to be specified in such notice) and in the event of contractor failing to comply with any such requisition, the DE may remove them all at contractor expenses or sell them by auction or private sale on account of contract and at his risk in all respects and the certificate of the DE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

v) If the contractor shall desire extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Divisional Engineer in charge within the work order period of hindrance on account of which he desires such extension as aforesaid, and the Divisional Engineer in charge shall if in his opinion (which shall be final) reasonable grounds have been shown therefore, authorized such extension of time if any as may in his opinion be necessary or proper.

vi) If at any time after the commencement of the work GM shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Divisional-Engineer-in-charge shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of concession whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated. Provided that the Contractor shall be paid charges on the cartage only of materials actually and bonafide brought to the site of the work by the Contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the Contractor, provided however that the Divisional-Engineer-in-charge shall have in all such cases the option of taking over all or any such materials at their purchase price or at local current rates whichever may be less.

21. INSPECTION

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

22. WORKMEN'S COMPENSATION

It is the responsibility of the contractor to pay the workmen's compensation and comply to the laws of the

land. However in every case in which by virtue of the provisions of Section 12, sub-section (i) of the workmen's compensation Act, 1923 BSNL is obliged to pay compensation to a workman employed by the Contractor, in execution of the works, BSNL will recover from the Contractor the amount of the compensation so paid; and without prejudice to the rights of the BSNL under Section 12 Sub-section (ii) of the said Act, BSNL shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by BSNL to the Contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under Section 12 sub- section (i) of the said Act, except on the written request of the contractor and upon his giving to BSNL full security for all costs for which BSNL might become liable in consequence of contesting such claim.

23. LABOUR WELFARE

- a) It is the sole responsibility of the contractor to comply with the labour welfare. However in every case in which by virtue of the provisions of the contract labour (Regulation and Abolition Act and of the Contract Labor (Regulation and Abolition) Central Rules 1971. Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules, under PWD, or under the C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by the Government from time to time for the protection of health and sanitary arrangements for workers employed by C.P.W.D. Contractors, BSNL will recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the government under the Contract Labour (Regulation and abolition) Act, BSNL shall be at liberty to recover such amount or any part thereof, by deducting it from the security deposit or from any sum due by BSNL to the contractor whether under this agreement or otherwise. BSNL shall not be bound to contest any claim made against it under of the said Act, except on the written request of the Contractor and upon his giving to the BSNL full security for all cost for which BSNL might become liable in contesting such claim.
- b) The Contractor shall obtain a valid license under the contact labour (R&A) Act and the Contract Labour (regulation & Abolition) Central Rules before the commencement of the work, and continue to have a valid license until the completion of the work.
- c) Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.
- d) No labourer below the age of eighteen years shall be employed on the work.

24. FAIR WAGES

- a) The Contractor shall pay to labour employed by him either directly or through his authorized representative, wages not less than fair wages as defined in the C.P.W.D. contractor's labour regulations or as per the provisions of the contract labour (Regulation and abolition) Act and the Contract Labour (Regulation and Abolition) Central Rules, wherever applicable.
- b) The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to pay fair wage to labour indirectly engaged on the work.
- c) In respect of all labour directly or indirectly employed in the works for performance of the contract's part of this agreement, the Contractor shall comply with or cause to comply with the Central Public Works Departmental Contractor's Labour Regulation made by the BSNL from time to time in regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and deduction unauthorized made, maintenance of wages book or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and full other matters of the like nature of as per the provisions of the contract labour (Regulation and Abolition) Central Rules 1977 wherever is applicable.
- d) The Contractor shall comply with the provisions of the payment of Wages Act 1936, Minimum Wages 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act, 1947, Maternity Benefits Act 1961, and the Contractor's about (Regulation and Abolition) Act or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- e) The contractor shall indemnify BSNL against payments to be made under and for the observance of the Laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim

indemnity from his sub-contractors.

g) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

25. OTHER LABOUR WELFARE MEASURE

- a) The Contractor shall implement the labour welfare measure enunciated in state P.W.D & C.P.W.D.
- b) The contractor shall also follow the safety method enunciated in C.P.W.D. safety codes.
- c) The Contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (R&A) Act 1970, and rules framed and other labour laws affecting Contract Labour that may brought into force from time to time.

26. PENALTY CLAUSE:

(A) PENALTY FOR NON-COMPLIANCE OF SCHEDULE OF WORK.

a. The time allowed for completion of the work as entered in the tender shall be strictly adhered by the contractor and shall be deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from fourth day from issue of work order. The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, the contractor shall pay as penalty for non performance of work is as below.

I. The work shall be started within 7 days from the date of award of the work, failing which penalty of Rs. 200/- per day beyond 7 days from date of award of work shall be levied. If the work is not started in 14 days from the date of award of the work, tender may be cancelled & security deposit shall be forfeited.

II. Penalty for Work performance –

The penalty will be calculated per man hour :

[a] In case of absence - 100% of amount per man hour will be deducted.

[b] In case of non satisfactory performance - 70% amount per man hour will be deducted.

III. Total penalties for Poor Performance shall be capped at 20% of invoice value.

IV. For poor performance for on consecutive months, the penalty limit will be increased to 40% of the invoice value for that month.

b. On any date the penalty payable as above, reaches above limit, the contractor should proceed with the work further only on getting a written instruction from the DGM/AGM In charge that, he is allowed to proceed further with the work. It will be in the discretion of the DGM/AGM In charge to allow the contractor to continue with the work on the basis of any written agreement reached between the contractor and the DGM/AGM , In charge one of the conditions of such agreement may be a stipulation for the contractor to agree for realization of penalty for delay at a higher rate as may be agreed between the AGM Incharge & contractor.

c. Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and/or by adjustment from the security deposit or from the bills of any other contract. However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.

d. In case of slow progress of the work/unsatisfactory performance in any section which have been awarded to a particular contractor and the public interest does not permit extension of time limit for completion of the work, the G.M. BSNL, Berhampur will have the full right to order that the scope of the contractor may be restricted to such fraction of the whole of the work & get the balance executed at the risk & cost of the contractor. All such payments shall be recovered from the contractor's pending bills or Security Deposit.

e. The AGM in-charge of work shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work slow progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Divisional Engineer in-charge shall submit a draft of final notice along with a detailed report to the competent authority who had accepted the contract along with recommendation about termination / cancellation.

f. The final notice for rescission of contract to the contractor shall expressly state the precise date and time from which the rescission would become effective.

g. The contract(s) will be terminated & PBG forfeited, upon unsatisfactory or irregular work or non/poor performance & failure to meet all the terms and conditions of the tender by the contractor consecutive 3 months. Notice shall be served for non- performance in 1st month, 2nd month and 3rd month before final termination.

h. In case of breach / violation of any of the tender terms & conditions of tender, contractor fails to commence the work in 7 days after issue of the work order delay or non- performance of work or the contractor fails to complete the work as per standards or does not completes the work within stipulated period, slow work, or unsatisfactory/poor quality of work or supplies or services or non compliance of statutory provisions of labour laws, such as minimum wages act, EPF act, ESI act etc. GM.BSNL, Berhampur may take all or any of the following actions against the contractor:

- i. Forfeiture of EMD,
- ii. Forfeiture of Performance Security Deposit ,
- iii. Cancellation of contract,
- iv. Barring in participation of all future tenders of BSNL Berhampur for a period of 1 year or more and simultaneously blacklisting the firm. In this case decision of the P.G.M. BSNL Berhampur will be final & binding on the contractors.

27. PRICE VARIATION

(a) The BSNL shall not be responsible for any escalation on prices of per site cost due to variation of labour cost what-so-ever or any increase in duties, levies or taxes on respect there of what-so-ever and the Contractors rates and Contractors obligation shall remain unaffected by such escalation and/or increase.

(b) However, the manpower supplied for rigger activities will be paid on daily basis as per the requirement as and when required and the approved rate will be revised as per latest minimum wage rate circulated by CLC(Central), New Delhi from time to time.

28. FORCE MAJEURE

a) In the event of either party being rendered unable by force majeure to perform this contract, then the obligation of the party affected by such force measure shall be suspended for the whole period during which such case lasts and until normal operations are resumed and when such cause end, The execution of this Contractor must be measure with all responsible dispatch. Should the execution of this contract be suspended by force measures then a corresponding extension of the completion date shall be automatically granted. The occurrence of a cause of force majeure, however, shall not relieve the government and its obligations to make payments in the Contractor for the work satisfactorily executed prior thereto. The term force measure as employed herein shall mean Act of God, war declared undeclared, hostilities, enemy actions, revolts, riots, legal lockouts, and illegal strikes, tidal waves, forest fires, major floods, explosions, earth quakes, epidemics, sabotage, extra ordinary act and regulations of central or state BSNL or municipal bodies.

b) Upon the occurrence of such cause and its termination, the party rendered unable as aforesaid shall notify the other party in writing within 72 hours of the beginning and ending dates, giving full particulars and evidence, if required.

29. PAYMENT TERMS & CONDITIONS:-

(I)

a) The contractor shall submit bill on completion of work along with joint inspection report by the contractor and site engineer in which details of unsatisfactory performance in OFFICE SUPPORT WORK is to be categorically mentioned.

b) Penalty are to be calculated as per penalty clause no.26, and the penalty calculation sheet as per annexure – II of this section is to be signed by both parties, i.e BSNL authorities and contractor, which is to be attached with the monthly bill.

c) Income tax at the prevailing rates with applicable surcharge & education cess for which the bill has been passed will be deducted as tax at source, under relevant BSNL Rules. However, if any new legislation comes into effect for deduction of tax at source at any other rate, deduction will be made at that rate.

- d) Necessary Income Tax Deduction certificate will be issued by *Accounts Officer (Cash), BSNL, O/o GM, Berhampur* detailing the amount so deducted as tax at source at the time of payment of each bill.
- e) The bills are to be submitted in DUPLICATE and in the manner and form that may be prescribed by the GM, Berhampur. Payments will be made by Account Payee cheques or through RTGS/NEFT .The contractor has to intimate his bank account number and branch details for issuing the cheque.
- f) Any Penalty due shall also be recoverable from the bills submitted for payment, by the aforesaid officers.
- g) The Divisional Engineer/AGM will have right to impose penalty for delay or slow progress of the work from the bills submitted for payment.
- h) The Security Deposit (if deducted from bill) shall be considered for adjustment against penalty only at the time of final conclusion of the contract and final settlement of account.
- i) The final settlement of the bills and refund adjustment/appropriation of any amount retained, the contractor shall be made fully free after the Divisional Engineer/AGM concerned is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the contractor on any count.
- j) The bill shall have to be submitted by the contractor within 15 days next month for the completion of the work of previous month.
- k) Any defect noticed during this period has to be attended without any extra payment.
- l) The contractor shall be required to correct all defects reported by Engineer in-charge. Further on neglect on the part of the Divisional Engineer or his representative, to confirm or reject inferior work, notwithstanding, final acceptance of the work or any part thereof by the company/the Divisional Engineer/Engineer in-charge or his representative shall not be construed to imply the acceptance of such work. The provisions of this clause shall not in any way affect or limit the contractor's liability under the undertakings and guarantee contained in the contract document.

(II) Each claim bill of contractor must accompany the following documents with self-certification: -

- i) Copy of Monthly wage register/payment sheets of the employees/workers utilized.
- ii) Copy of work order issued by BSNL.
- iii) A declaration from the contractor regarding compliance of terms and conditions of EPF Act, ESI Act or valid workmen compensation Act and other statutory payments. **Documentary proof is to be submitted for statutory payments of paid bills.**
- iv) The contractors should produce the copies of valid labor license to carry out the work "labour contract" with their first claimed monthly bill.
- v) Certificate is to be given on bill by JTO/SDE and counter signed by AGM concerned as per given format in clause no.35 (Annexure-I), section-III.
- vi) Penalty calculation sheet (Annexure-II), Section-III jointly signed by the contractor and concerned AGM.

30. TERMINATION OF CONTRACT

- a) The GM, Berhampur has the right to terminate the contract either partly or fully at any stage without assigning any reason by giving one month notice in writing to that effect and shall not be liable to pay any compensation to the contractor thereof.
- b) In the event of contractor failing to execute the contract to the satisfaction of GM, Berhampur, the respective BSNL authorities shall have the right (i) to reject or/and withhold payment for such quantity of work till such time the defect is rectified to the satisfaction of the GM Berhampur. (ii) to terminate the contract as per Clause-30 (a) above.
- c) In case of death of contractor during the period of contract, GM, Berhampur may at his discretion either immediately terminate the agreement or may allow the surviving partner/legal heir of the contractor to complete the contract as per the original agreement. In such a situation, GM, Berhampur at his discretion may offer the work of that zone to another contractor of other zone temporarily or till new tender is finalized for that zone.

31. DISPUTES AND ARBITRATION

- a) All disputes arising between the contractor and the AGM/Divisional Engineer out of this contract shall be referred to the sole arbitration of GM, Berhampur.
- b) In case parties are unable to reach a settlement by themselves the dispute should be submitted for arbitration in accordance with contract agreement.
- c) There should not be a joint submission with the contractor to the sole arbitrator.
- d) Each party should submit its own claim separately and may oppose the claim put forward by the other party.
- e) The onus of establishing his claim will be left to the contractor.
- f) His claim will be firmly resisted by utilizing all the evidence available with the BSNL.
- g) Once a claim has been included in the submission by the contractor, a retraction or Modification thereof will be opposed.
- h) The "Points of Defense" will be based on actual conditions of the contract.
- i) The question whether these conditions are equitable shall not receive any consideration in the preparation of Defense"
- j) Claims in the nature of extra payments shall not be entertained by the Arbitrator, as these are not contractual.
- k) If the Contractor includes such claims in his submission, the act that they are not contra will be prominently placed before the Arbitration.
- l) In case the amount involved is heavy, the AGM/Divisional Engineer may be within his rights to conduct the Defence by the BSNL Pleader.
- m) The award of the Sole Arbitrator shall be final and binding on the parties to the dispute.

32. GENERAL

- a) The GM,Berhampur will not be responsible to provide residential accommodation to the labourer employed by the contractor. All arrangement in this regard will be the responsibility of the contractor.
- b) The GM,Berhampur reserves the right to increase or decrease or delete any part of the scope of the work without assigning any reasons.
- c) Conditional and incomplete tenders are liable for rejection.
- d) Issue/downloading of tender document or/and participation in tender bid does not automatically mean that the bidder is qualified for the award of the contract.
- e) The GM,Berhampur is not bound to accept the lowest tender.
- f) The GM,Berhampur is not responsible for non-receipt/late receipt and loss of tender documents or unsuccessful in uploading the tender bids.
- g) In case of any dispute arising out of the contract, the decision of the GM, Berhampur shall be final and binding.

33. FALL CLAUSE

I. The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 34 of Section-III. 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.

II. 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.

III. 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."

In case under taking as in Clause 33.III 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.

34. PRICES

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

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

- (a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time
- (b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.
- (c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.

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

35. Certificate is to be given on bill by JTO/SDE/DE.

Certified that:

- 1) Office support works as per description and specification under the scope of tender has been completed satisfactorily for the month of.....
- 2) The man hour log books of are maintained by the approved contractor properly.
- 3) EPF and ESI contribution in respect of the labourer so deployed for GM, Berhampur under my jurisdiction has been deposited up to billing month,
- 4) The penalty calculation sheet (Annexure-II) is prepared, verified and total penalty for this bill is of amount Rs.....

SDE (Admn&Hr)
(Signature with seal)

Counter signed by AGM (Admn&Plg)
(Signature with seal)

ANNEXURE-II
PENALTY CALCULATION SHEET
(TO BE SUBMITTED WITH BILL)

Name of BA.....

Name of the Vendor:

For the Month of _____

(Please refer Clause no.26, section-III of tender document and section-IV):

Officer In charge	Section Name	No of man hour in Month Absent(Penalty is 100% of the day proportionate to section)	No of man hours in month NON-Satisfactory remark (Penalty is 70% of the day proportionate to section)	Total Amt. of Penalty (In Rs.)
1				
2				
3				
4				
5				
6				
TOTAL PENALTY CALCULATED(In Rs.)				
TOTAL (with capping 20/40%)(In Rs.)				
TOTAL PENALTY FOR THIS MONTH (In Rs.)				

JTO/SDE(Admn/Hr)
(signature with seal)

C/s AGM(Admn/Plg)
(signature with seal)

AGREED
Signature & seal of vendor

ANNEXURE-III

(Information to be provided by the contractor to BSNL)

CONTACT DETAILS OF WORKERS

Zone No./SSA/BA/Zone name.....

a) **Contact details office support workers:**

Sl. No	Name	Mobile No.	Alt Mobile No
1			
2			

Signature of Contractor

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

SECTION-IV
SCOPE OF WORK

SCOPE, SPECIFICATION & JOB DESCRIPTIONS

This tender is meant for **Carrying out various Office support works in different sections in Phulbani Telecom District.** The various Office support works is to completed as per requirement under executives in different sections. The tentative requirement of man hours per month for carrying out various jobs as per specification is 625 hours per month. The quantum of office support work may vary as per the necessity of the works.

JOB DESCRIPTION& SPECIFICATION

Details of Service to be provided by man power supplied by the contractor

- i) Carrying Files to different sections/office chambers
- ii) Assistance in daily testing to technical staff
- iii)Assisting in making photo copy & use of telephones
- iv)Attending phone calls of Sr.Officers, at their absence in office.
- v) Assisting in CAF verification & Scanning work
- vi)Assisting in customer handling disposal of different queries and searching offiles
- vii) Assisting in office work for issue of demand Notes and Data entry in CDR.
- vii) Assisting in maintenance of different computer Hardware & other equipments of Computer section
- viii) Assisting in offline payment data entry up dation of customer data & disposal ofCustomer queries regarding telephone bills etc.
- ix)Assisting in departmental work as directed by the BSNL officer time to time.
- x) The security of assets and properties located in work place, shall be ensured.
- xi)The contractor shall help in establishment of congenial and friendly atmosphere inthe work place,. Any person engaged by the contractor if found in alcoholic condition, abusing, threatening, engaged in an unauthorized demonstration activity shall be removed by the authority. Also any person found to be damaging any BSNL property or suspected of any trespass or theft or moving with any mal-intention should also bechecked and removed. This equally applies to any employee of the contractor as well as any outsider found in the campus.
- xii) Any person engaged by the contractor found to be damaging plants inside or around the campus of the Telephone Bhawan, Berhampur shall be removed.
- xiii) Any person employed by the contractor is suspected of having doubtful character or declared non-bonafide by the authority, shall not be allowed to enter inside the Telephone Bhawan, Berhampur and its compound shall be ensured.
- xiv) The persons employed by the contractor will also follow any other methods/instructions prescribed/issued by the authority in regard to the assigned job awarded to the contractor.
- xv) The contractor shall ensure that the personnel thus engaged should carry out the duty properly, cases of non-performance of duty or disobedience will entirely lie withthe contractor.
- xvi) The contractor shall have to provide information like Photo-identity card with Bio- data

etc. of the personnel engaged by him for the assigned job to the GMTD, Berhampur.

xvii) The contract can be terminated by giving a notice of one month without assigning any reason by the GMTD, Berhampur in case of unsatisfactory performance.

xviii) The complete list of personnel engaged by the Contractor for the assigned job shall be furnished along with complete address, photo and other antecedents. The contractor shall deploy only those personnel whose antecedents have been verified by the police authorities.

xix) The contractor shall not replace the workers thus engaged by new one without prior consent of the competent authority.

xx) BSNL shall not be liable to provide any residential accommodation or transport or medical benefits to the workers engaged by the contractor. No cooking or lodging shall be allowed inside work place.

xxi) The authority shall not be responsible financially or otherwise for any injury to the workers in the course of performing the job.

xxii) Any other provisions as advised by BSNL corporate office, New Delhi shall be incorporated in the agreement. The same shall also be binding on the contractor.

xxiii) The contractor shall indemnify for any loss & theft to the BSNL property in Telephone Bhawan, Berhampur which is directly attributed to lapses by the personnel engaged by him. The decision of the GMTD in this regard shall be final.

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

SECTION-V
Schedule of Rates And Estimation Of Cost of Works Put To Tender

The estimated amount of man hour required for office support work as per job description in SECTION -V is 20 to 30 hour per day and total 625 hours per month. The estimated man-hour cost is Rs 80(Rupees eighty only) .

Total estimated cost per month for carrying our various office support work in phulbani OA is Rs 50000.00(Rupees fifty thousand only)

END OF SECTION-V

SECTION-VI
E-tendering Instructions to Bidders

General

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

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

Instructions

1. Tender Bidding Methodology : Sealed Bid System – ‘Single Stage – TWO Envelope’

2. Broad outline of activities from Bidders prospective

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

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

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

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

3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, **it is necessary for each user/contractor to have a Digital Certificate (DC)**. Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>]

4. Registration

To use the e-tender portal www.etenders.gov.in/eprocure/app. Vendor/Contractor need to register on the e-tender portal. The vendor should visit the home-page of the e tender portal (www.etenders.gov.in/eprocure/app) and go to the e-procure link then select **Bidders Manual Kit**. To use the Electronic Tender[®]e tender portal (www.etenders.gov.in/eprocure/app) or through the circle website www.odisha.bsnl.co.in portal name vendor needs to register on the e tender portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/e tender portal, and click on the 'Register Me' tab on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable), please contact the company providing e-tender. Helpdesk (as given below), to get your registration accepted/activated.

BSNL Contact-1	
BSNL's Contact Person	Shri A.K.Swian,AGM(Plg),O/o GM, Berhampur BA,Berhampur
Telephone& Mobile	9437479511
E-mailID	agmagmtbber@gmail.com
BSNL Contact-2	
BSNL's Contact Person	Shri Arivnd Rath, SDE(Planning), O/o The GM, Berhmampur, BA
Telephone & Mobile	9438155666
E-mailID	sdeplngbam@gmail.com

5. Method for submission of bid documents

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

5.1. Offline submission

The bidder shall submit the following documents offline to AGM (Planning), Room no 310, O/o GMTD BERHAMPUR, PIN-760001 on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear (tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

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

(Note: In case the bidder could not submit. The documents should be submitted to AGM (Plg) on or before TEC.

5.2 Online submission.

As per document required for eligibility in SECTION-II

Note:

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

6. Price Schedule /Schedule of Quoting Rates

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

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

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

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

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 E-TENDER PORTAL.

Note: The special instructions to contractors/Bidders for e-submission of bids online through www.etenders.gov.in/eprocure/app which are mentioned below for ready reference-

1. Bidder should do the registration in the tender site www.etenders.gov.in/eprocure/app using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as NIC Certifying Authority (NICCA)/MTNL/SIFY/TCS / nCode/eMudhra etc.
2. Bidder then login to the site thro' giving user id / password chosen during registration.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. The Bidders can upload well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
5. After downloading/getting the tender schedules, the Bidder should go thro' them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
6. If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
7. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwf formats. If there is more than one document, they can be clubbed together.
8. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
9. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.

10. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
11. The **General Manager telecom District, BERHAMPUR** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
12. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
13. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
14. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
15. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
16. The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (**as per Server System Clock**).
17. **The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.**

For any other queries, the bidders are asked to contact through Telephone nos at clause 4 this Section

7. Key Instructions for Bidders:-

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

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

(BSNL should not be responsible for any problem arising out of internet connectivity issues).

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

8. Minimum Requirements at Bidders end

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

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

SECTION-VII

BID FORM

To

The General Manager BSNL,

Berhampur BA

Dear Sir,

1. Having examined the conditions of contract and specifications including amendment/ clarification/ addenda Nos.....,the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute OFFICE SUPPORT WORK of Phulbani OA (as per SOR in section-V) in Odisha in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial bid.
2. If our Bid is accepted, we will obtain the guarantee of a Scheduled Bank for a sum not exceeding **3%**of the contract sum for the due performance of the Contract.
3. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule
4. We agree to abide by this Bid for a period of **180 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until a formal Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of2023

Signature of Bidder in capacity of

Name of the Firm with full address

Tel. No.-

FAX No.-

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature.....

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

SECTION-VIII
FINANCIAL BID (FORMAT)

(Details for each zone are given in the Percentage BOQ template) Tender No.

Name of contractor.....

Zone No. Name of the zone

Name of work: Office support work of Phulbani OA of Berhampur BA.

S/L NO	Location/Sections In Telephone Bhvan	SOR(Price in INR Excluding the GST .) /Man hour	Total man hour per month
a	b	c	d
1	For carrying out various office support work as per SCOPE, SPECIFICATION & JOB DESCRIPTIONS of tender.	80	625
2	Total Monthly amount for 625 man hours in INR per month(Without GST)	50000.00	
3	Quoted Rate in % at par/below/above the above Price (Without GST)		
4	The quoted total composite Price in INR excluding the GST Rate/ Month for providing office support of 625 units of man hours.		

NOTE:

- (i) The estimated cost mentioned above is inclusive of all charges but excluding GST.
- (ii) GST will be paid extra as applicable from time to time.
- (iii) List of location may vary and will be supplied at the time of issuing work order.
- (iv) Estimated man hour for office support work may vary from -25% to +25% as per actual requirement.
- (v) L1 will be decided as per lowest total composite price of the zone.

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

SECTION-IX
UNDERTAKING & DECLARATION

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

a) Certified that:

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

b) The bidder hereby covenants and declares that:

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

Date:

Signature of Bidder

Place:

Along with date & Seal

Name of Bidder

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

SECTION-X
PERFORMANCE SECURITY GUARANTEE (BOND FORM)

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

Performance Bank Guarantee (PBG)

Whereas GMTD BERHAMPUR (here in after referred to as BSNL) has issued an Award Letter (AWO) No. Dated...../...../2022 for awarding the work Office support to M/s (here after referred to as “Contractor”) and the BSNL has asked them to submit a performance bank guarantee in favour of O/o of Rs./- (hereafter referred to as “PBG. Amount”) valid up to/...../20..... (hereinafter referred to as “Validity Date”). Now at the request of the Contractor, We Bank Branch (Address) and Regd. office address as (Hereinafter called „the Bank”) agreed to give this guarantee as hereinafter contained:

1. We, “the Bank” do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Contractor has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to PBG Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
2. Any such demand from the BSNL shall be conclusive as regards the liability of Contractor to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Contractor and BSNL regarding the claim. Liability of the bank under this present being absolute and unequivocal.
3. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
4. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Contractor and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Contractor or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
5. Notwithstanding anything herein contained; (a) The liability of the Bank under this guarantee is restricted to the PBG Amount and it will remain in force up to its Validity date. (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

6. In case BSNL demands for any money under this bank guarantee, the same shall be paid through Banker's Cheque in favour of

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

Place:

Date:

(Signature of the Bank Officer)
Rubber stamp of the bank
Authorized Power of Attorney Number:
Name of the Bank officer:
Designation:
Complete Postal address of Bank:
Telephone Numbers
Fax numbers.....

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

SECTION-XI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

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

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

Alternate Representative

Signature of Bidder Or
Officer authorized to sign the Bid Document on behalf of the Bidder.

Note :

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

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

SECTION-XII

EMD/BID SECURITY FORM

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

Sub: Bid Security/EMD guarantee.

Whereas M/s R/o
..... (Hereafter referred to as Bidder) has approached us for giving Bank
Guarantee of Rs./- (hereafter known as the “B. G. Amount”) valid up to/...../
20..... (hereafter known as the “Validity date”) in favour of AO cash ,O/o- GMTD BSNL, BERHAMPUR
(Hereafter referred to as BSNL) for participation in the tender of work of
..... vide tender no.

Now at the request of the Bidder, We Bank
.....Branch having
..... (Address) and Regd. office address as

(Hereinafter called ‘the Bank”) agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the “B. G. Amount”.
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our

consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

Place:

Date:

Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....
Telephone Numbers

Fax numbers

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

SECTION-XIII

PROFORMA FOR NO NEAR RELATIVES CERTIFICATE WORKING IN BSNL

(Certificate to be given by the contractor in respect of no near Relative (s) in BSNL of contractor.)

The Bidder or his staff shall not be a working officer/official of the BSNL. The near relatives of all BSNL executive in the concerned territorial circle or non-executive employees working in the concerned SSA of the territorial circle in which the work is stipulated under this contract either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- Members of a Hindu Undivided family.
- They are husband and wife.
- The one is related to the other in the manner as father, mother son(s), son's wife (daughter-in-law) Daughter(s) & daughter's husband (son-in-law) brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).

2. **The Bidder (s) should give a certificate to the effect that none of his/her relatives as defined above are working in the SSA/ Odisha Circle in which the work is stipulated under this contract.** In case of proprietorship firm, the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender work will be cancelled and earnest money /security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person may also be debarred for further participation in the concerned unit.

CERTIFICATE

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

R/o.....

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

DATE _____

SIGNATURE OF BIDDER WITH SEAL

Note :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 Private Ltd. Company, by all the directors of the company separately.

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

SECTION-XIV

Bidder / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:
2. Present Correspondence Address
-
.....
Telephone No. Mobile No. FAX No.
.....
3. Address of place of Works/ Manufacture
.....
.....
Telephone No. Mobile No.
4. State the Type of Firm: Sole proprietor-ship/partnership firm / (Tick the correct choice): Private limited company.
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

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

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):
.....
.....
7. Permanent Account No. :
8. Details of the Bidder's Bank for effecting e-payments:
 - (a) Beneficiary Bank Name:.....
 - (b) Beneficiary branch Name:.....
 - (c) IFSC code of beneficiary Branch.....
 - (d) Beneficiary account No.:.....
 - (e) Branch Serial No. (MICR No.):.....
9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi? If so state its Address
.....
.....

B) Questionnaire

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

1.1 If Yes, Give details

.....
.....

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

2.1 If Yes, Give details

.....
.....

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

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

4. Suggestion for improvement of the tender document.

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

Place.....

Signature of contractor

Date

Name of Contractor

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

SECTION-XV
Pro forma for Experience Certificate

Name and address including contact no of the issuing office:

No: _____ Dated _____

Subject: Experience certificate for Job work/Office support/ House Keeping/ UG or OFC Maintenance work

It is certified that M/s _____ having office at _____ whose Proprietor(s)/Partner(s)/Director(s) are

have successfully carried out **Job work/House keeping/ Office support**/maintenance of UG or OFC of work for the amount mentioned here under. It is certified that these amounts have been paid to the above mentioned contractor.

S.N.	Period during which payments Made		Contract No(s).	Amount Paid(InRs.)
	From	To		
1.	01-04-YYYY	31-03-YYYY+		

Signature with office seal

(Signing authority should be as mentioned in Note-d in eligibility criteria (Clause 3) of Section-I)

*******END OF SECTION-XV*******

SECTION-XVI

**DECLARATION REGARDING BLACKLISTING / DEBARRING FROM
TAKING PART IN GOVERNMENT TENDER BY DOT / MTNL / GOVT. DEPT. / PSU**

(To Be Executed On non-judicial stamp paper of Rs. 20/- by the bidder)

I/We:-

Proprietor/ Partner/ Director(s) of M/s

Hereby declare that the firm/ company namely M/s

..... Has not been blacklisted or debarred in the past by DOT/BSNL/ or any other Government / Semi government organization from taking part in the Govt. tenders

In case the above information is found false I/we are fully aware that the tender / contract will be rejected / cancelled by the General Manager, Berhampur BA & EMD/BID Security /SD shall stand forfeited along with any suitable action as deemed fit..

Place

Signature

Seal of the firm

Capacity in which is signed

Date

Name Address of the firm:

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

SECTION-XVII
DECLARATION ON CLAUSE BY CLAUSE COMPLIANCE

I,.....(authorized signatory) hereby declare that I shall comply with all the terms and conditions of the tender documents as out lined in all the clauses unconditionally.

Place :

Signature of the Bidder:-

Date:

Name of the Bidder :-

*******END OF SECTION XVII*******

SECTION-XVIII

Declaration for Downloading & Non tampering the tender Document.

I,.....(authorized signatory) hereby declare that, the tender document submitted has been downloaded from the website “www.odisha.bsnl.co.in” or “<https://eprocure.gov.in>” or <https://etenders.gov.in/eprocure/app/> and I have checked up that, no page is missing and all pages as per the index are available and no addition/ deletion/correction/tampering has been made in the downloaded tender document.

In case at any stage, it is found that the information given above is false / incorrect or any addition / deletion / correction has been made in the proforma downloaded, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Place:.....

Date:.....

the bidder.....

Signature of bidder/Authorized Signatory Name of

Seal of the bidder.....

*******END OF SECTION XVIII*******

SECTION-XIX

Guidelines for taking action against vendors who default

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

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

5.1	The Vendor does not perform satisfactory in the field in accordance with the specification & scope of work mentioned in the PO/ WO/ Contract.	i) It will be regulated as per the penalty clause of the tender document ii) Recover the excess penalty charges from the PG/SD & outstanding bills of the defaulting vendors.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non- rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract (a) for amount already paid by BSNL . (b) for Quantity in excess of that supplied by Vendor to BSNL. c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ‘Set off’ clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.		
Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods

a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	& Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.
--	---

	<p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>	<p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. (continues to page 173)</p>

*****END OF SECTION XIX*****