

E-TENDER No.: Comp / Tender / PC & Printer -AMC / 2018- 19 / 06



**Bharat Sanchar Nigam Ltd.**

O/o General Manager Telecom District,  
Cuttack - 753012.

**T E N D E R  
D O C U M E N T**

**NAME OF WORK:**

**E-TENDER FOR  
ANNUAL MAINTENANCE OF COMPUTERS, PERIPHERIALS, LAN, SUPPLY OF COMPUTER  
SPARE PARTS AND ACCESSORIES AT DIFFERENT LOCATIONS IN BSNL CUTTACK SSA**

**Submission of E-Tender : Up to 17:00 Hrs of 23.08.2018**

**Date & time of opening of Tender : 11:00 Hrs of 24.08.2018**

**DGM (NW-OP-CFA) Rural  
O/o the GMTD, BSNL  
Cuttack-753012.  
Phone No:-0671-2522000**

**PLEASE VISIT US AT**  
[www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in)

***Cost of Tender Paper: Rs590/-***

**(This includes Tender Document cost Rs500/- and GST@18%)**

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**SECTION-I (Part-A)**

No. Comp/Tender/PC & Printer-AMC/2018-19/ 06

Dated at Cuttack the 31 / 07 / 2018

**NOTICE INVITING E-TENDER**

On behalf of Bharat Sanchar Nigam Limited (BSNL), e-tenders are invited by the GMTD, BSNL, Cuttack on single stage and two bid system from bonafide and experienced company/firms/contractors for carrying out Annual maintenance of computers, peripherals, LAN& supply of Computer Spare parts/ accessories in Office of Cuttack Telecom District with validity period of contract of **two (2) years from the date of agreement and extendable for another 12 months based on performance.**

SSA	Tentative estimated cost of Work (Rs)	Bid Security /EMD (Rs.)	Work Experience of Bidder
<b>CUTTACK</b>	<b>Rs 9,00,000/-</b>	<b>Rs18,000/-</b>	As per Sl. No 9 (F) below
01 Name of the work	:	Annual maintenance of computers, peripherals, LAN, Routers, Firewall, Online/offline UPS, Projector & supply of computer spare parts/ accessories in Office of GMTD, BSNL, Cuttack at different locations in Cuttack SSA (as per section IV SOR) .	
02 Cost of Tender Paper	:	Rs.590/- (Rupees five hundred Ninety) only (Non-refundable). The cost of tender paper should be submitted in shape of DD/BC drawn after the date of publication of NIT on any Nationalized/Scheduled Bank in favour of A.O. (Cash), BSNL, O/o GMTD, Cuttack & payable at Cuttack. The scanned copy of the above DD/BC towards cost of tender document should be uploaded in E-tendering portal of M/s ITI.	
03 EMD/BID security	:	Earnest Money Deposit in shape of DD/BC of an amount of <b>Rs. 18,000/-</b> (Rupees Eighteen Thousand only), drawn after the date of publication of NIT, on any Indian Nationalized / Scheduled Bank in favour A.O. (Cash), BSNL, O/o GMTD, Cuttack & payable at Cuttack. The scanned copy of the above DD/BC towards EMD should be uploaded in E-tendering portal of M/s ITI.	
04 Availability of Tender Document	:	NIT of Tender document can be down loaded from the website: <a href="http://www.odisha.bsnl.co.in">www.odisha.bsnl.co.in</a> following the link-“Odisha Circle”. Further the Tender document for participating in E-tender shall be available for downloading from <a href="http://www.tenderwizard.com">www.tenderwizard.com</a> /BSNL following the link for Tenders through E-Tender by BSNL and to be submitted in the e-format from <b>02 / 08 /2018 to 23 / 08 / 2018. As tenders are invited through e-tendering process, physical copy of the tender document would not be available for sale.</b>	
05 Date of receipt of queries from bidders	:	<b>Up to 17.00 Hrs of 09 / 08 /2018</b>	
06 Reply of queries by BSNL	:	<b>Before 17.00 Hrs of 14 / 08 / 2018</b>	
07 Time and date of E-submission of tender	:	<b>Up to 17:00 Hrs of 23 / 08 / 2018</b>	
08 Time & Date of E-opening of Tender (Technical Bid Only)	:	<b>At 11:00 Hrs of 24 / 08 / 2018.</b> In case the last date of submission / opening of bid is declared to be a holiday, last date of submission / opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid submission/ opening date due to any other unavoidable reasons will be notified through the BSNL web site and/or e-Tender Portal and/or newspapers.	

09	Eligibility Criteria	:	The bidder must have the following :
		A	The bidder should be a Proprietorship Firm/ Partnership Firm/Company under Indian Company Act 1956. (Necessary proof should be given).
		B	Experience in the followings i) Diagnose & rectify the hardware and software faults of PCs and Peripherals. ii) Maintenance of Network elements & LAN, Routers, Switch, Firewall. iii) Online/offline UPS. iv) Projector.
		C	Photo copy of valid PAN card and latest return.
		D	EMD/Bid Security and cost of tender paper.
		E	Photo copy of GSTIN registration no. and latest GSTIN return and payment challan.
		F	Self attested copy of experience certificate for repairing of PC, Printer, LAN Extender, Networking elements & BSNL Software compatible to ERP for minimum amounting of <b>Rs. 3,15,000/-</b> within the period of last three financial years (i.e. 2015 – 16, 16 -17, 17 -18) given by any Telecom District of BSNL / MTNL / Central Govt. Office / Central PSU / State Govt. / State PSU . The experience certificate should be issued by an officer not below the rank of Asst. General Manager or equivalent shall only be considered.
		G	Turn Over certificate from a registered Chartered Accountant firm for the financial year 15-16, 16-17 & 17-18 for a total Turnover of at least Rupees 10.00 Lakh during last three financial year and including current financial Yr.
	H	The documents as listed out in <b>Section VI</b> (Checklist) should be uploaded in the E-Tender Portal. In case any of the above the document is wanting, the BID is liable to be rejected.	
10	Rejection of Tender	:	Incomplete tender, ambiguous and Conditional rate, unsealed, late receipt will be rejected

**NB:-** The quantity and nos. stated above are estimated & BSNL reserves the right to vary the quantity to the extended of -25% to +25% specified quantity at the time of award of the contract without any change in approved price & other terms& conditions.

**Note-1:** The NIT document can be downloaded from the website through Odisha Circle link of [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) but the tender document can be downloaded from [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) and to be submitted in the e-format. **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. MSE bidders can submit the downloaded tender document & avail tender fee exemption. They are required to attach self attested copy of requisite proof in respect of valid certification from MSME for the tendered item failing which the tender bid shall be left archived unopened/ rejected.**

Cost of Tender Document (in the form of DD/BC), EMD/Bid security (in the form of DD/BC) 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 in the chamber of AGM (NW-PLG-CFA), Cuttack, O/o GMTD, Cuttack, 1<sup>st</sup> Floor, Room No. 208, Door Sanchar Bhawan, Link Road, Cuttack-12 (in person or through regd./speed post) before the scheduled date and time of submission of the tender, otherwise the same will not be considered **or** through online Banking/RTGS/NEFT before scheduled date and time as per the following details.

Name of the Bank, Branch & address	Union Bank of India, Madhupatna, Link Road Cuttack
Accounts Name	A.O. (Cash), BSNL,O/o GMTD Cuttack
Account Number	(SB/CA) 514201010032115
IFSC Code	UBIN0551422
MICR Code	756026004
Mail Id :	<a href="mailto:sdecomputerctc@gmail.com">sdecomputerctc@gmail.com</a>
Contact No	0671-2367200, 9437043540
FAX	0671-2367059

The scanned copies DDs / E-Payment receipt towards EMD/BID security, Cost of bid document has to be uploaded in the e-Tender Portal of tender wizard.

**Amendments:** Amendments, if any, to the tender documents will be notified in the above website as and when such amendments are notified particularly before **18:00 hrs of 14 / 08 / 2018**. 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.

**Note-2:** Intending bidders are requested to register themselves with M/s ITI through [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

**Note-3:**

1) 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 No. 208, 1<sup>st</sup> Floor Door Sanchar Bhawan, Link Road, Cuttack-753012** where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event TOE).

2) Incomplete, ambiguous and conditional tender bids liable to be rejected.

3) General Manager Telecom District Cuttack reserves the right to accept or reject any or all tender bids without assigning any reason and is not bound to accept the lowest tender.

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

5) The bidder shall furnish a declaration vide **Annexure VI** 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 ([www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)).

6) All documents submitted in the bid offer should be preferably in English. In case the certificate viz., experience, registration etc., is issued in any language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator in addition to the relevant certificate. All computer generated documents should be duly attested/signed by the issuing organization.

**Note-5: Tender Information:**

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

2). Bid Validity Period/Validity of bid offer for acceptance by BSNL: 150 days from the tender opening date.

**DGM (NW-OP-CFA) Rural**

**O/o the GMTD, BSNL**

**Cuttack-753012.**

**Phone No:-0671-2522000**

## SECTION II

### INSTRUCTIONS TO BIDDERS

#### A. INTRODUCTION

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

- (a) "**The Purchaser**" means the Bharat Sanchar Nigam Ltd. (BSNL), New Delhi
- (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 and Services 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." **The Services**" means all the required works to keep the Computers & Peripherals & other equipments in healthy condition.
- (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) Experience Certificate as described in NIT in Section-I, Table Sl. No 9 (F).
- ii) The bidder should submit an undertaking to the effect that none of their relatives are working in BSNL as per the format in Section-XII.
- iii) The bidder should be a Proprietorship Firm/ Partnership Firm/Company under Indian Company Act 1956. (Necessary proof should be given).
- iv) The bidder should have valid PAN Card. In case of proprietorship firm, PAN should be in the Individual's name and in case of company/partnership firm the PAN should be in company/firm's name.
- v) The bidder should have GSTIN registration number and certificate with latest return of GSTIN.
- vi) The bidder should have deposited cost of tender paper and EMD/BID Security as per NIT in favour of **A.O. (Cash), BSNL, O/o GMTD, Cuttack & payable at Cuttack in shape of A/c Payee Demand Draft / Banker's Cheque from any Nationalized/Schedule Bank.**
- vii) The eligible bidders should be Indian companies/ firms registered to provide service for the tendered item in India (Certificate of incorporation, Articles and Memorandum of Association or Partnership Deed or Proprietorship as the case may be, to be submitted along with the bid).
- viii) The eligible bidders should have successfully executed two orders for AMC having minimum 50 or more systems each of Computer, peripherals & LAN either in Government or PSU in last two consecutive years. A certificate to this effect need be submitted duly certified by an officer not below the rank of AGM.

- ix) The bidder should have a minimum annual turnover of **Rs10, 00,000/-** for the last three consecutive financial years along with this year. A Certificate of turn-over duly certified by a Chartered Accountant should be enclosed.

### **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.

### **THE BID DOCUMENT**

### **4 BID DOCUMENTS:**

- 4.1 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) Scope, Specification and Job description.
  - e) Bid form.
  - f) Technical Bid, Financial Bid & Rate Sheet (Price schedule).
  - g) Undertaking and declaration.
  - h) Performance Security Bond Form.
  - i) Letter of authorization to attend Bid opening.
  - j) EMD/Bid security form.
  - k) Bidders profile and Questionnaire
  - l) Undertaking in respect of non-working of relatives in BSNL.
  - m) Declaration of non tampering of Tender document.
- 4.2 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.**
- 4.3 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.
- 4.4 All computer generated documents should be duly signed/ attested by the bidder / vendor/ organization.

### **5 CLARIFICATION OF BID DOCUMENTS:**

- 5.1 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 **before 14(Fourteen) days of last date to submission of the bids**. Copies of the query (*without identifying the source*) and clarifications by the tendering authority shall be sent individually to all the prospective bidders who have received the bid documents by speed post/ regd. post/e-mail/FAX etc.

- 5.2 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:**

- 6.1 At any time, prior to the date for submission of bids, the tendering authority may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 6.2 The amendments shall be notified on ITI Web portal for BSNL <[www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)>) from BSNL and these amendments will be binding on them. The amendments will not be published on any newspapers.
- 6.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Tendering authority may, at its discretion, extend the deadline for the submission of bids suitably.
- 6.4 It is the sole responsibility of the bidder to confirm from AGM (CM.) regarding amendments, if any before uploading of the tender document.

7. **DOCUMENTS COMPRISING THE BID:** It is a two-bid system 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 and the bid is treated as responsive.
  - b) Bid form (Sec-V) completed in accordance with Clause 8 of Section-II.
  - c) EMD/Bid Security furnished in accordance with Clause 11.
  - d) A Clause by Clause compliance as per clause 11.2
- ii) **FINANCIAL BID:** Financial bid shall comprise the completed “**PRICE SCHEDULE**” (Section-VII) in accordance with Clause-9.

## **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(Part-A & B) & Section VII(Part-A & B) respectively.

## **9. BID PRICES:**

- 9.1 The bidder shall give the total composite price exclusive of GST. The bidder shall quote the item wise composite price for each item as per price schedule, which will be inclusive of preventive maintenance, breakdown maintenance & component replacement, On-site fault restoration / technical support and labour. The basic unit price and other component price need to be individually indicated against the works under the contract as per price schedule given in Section VII Part-A. The offer shall be firm in Indian Rupees.
- 9.2 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.3 In case of any discrepancies of quoting rate in figures and words, the rate quoted in words will be considered.



## 10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY & QUALIFICATION:

### 10.1

- i. Experience Certificate as described in NIT in Section-I, Table Sl. No 9 (F).
- ii. The bidder should submit an undertaking to the effect that none of their relatives are working in BSNL as per the format in Section-XII.
- iii. The bidder should be a Proprietorship Firm/ Partnership Firm/ Company under Indian Company Act 1956. (Necessary proof should be given).
- iv. The bidder should have PAN Card. In case of proprietor ship PAN should be in the Individual's name and in case of company/partnership firm the PAN should be in company/firm's name.
- v. The bidder should have GSTIN registration number and certificate with latest return of GSTIN/GSTIN Clearance
- vi. The bidder should have paid cost of tender paper of Rs590/- and EMD/BID Security of **Rs18000/-** as per NIT in favour of **"A.O. (Cash), BSNL, O/o GMTD, Cuttack & payable at Cuttack"** in shape of **A/c Payee Demand Draft / Banker's Cheque from any Nationalized/Schedule Bank.**
- vii. Turn Over certificate from a registered Chartered Accountant firm for the financial year 15-16, 16-17 & 17-18 for a total Turnover of at least Rupees 10.00 Lakh during last three financial years and including current financial Yr.
- viii. The bidder will produce the original documents before the TOC for verification.
- ix. Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.

10.2 All pages of the original Bid submitted in with Techno-commercial bid including blank pages with scoring except for un-amended printed literature shall be signed by the person or persons signing the Bid.

### 10.3 Each claim bill of contractor must accompany the following documents with self Certification: -

- 1) Work order issued by AGM (CM) along with data sheet (**Annexure-I**).
- 2) Detail descriptions of faults attended with rectification procedure, counter signed by concerned DE/AGM.
- 3) Details on GST payment of previous bills.

## B. PREPARATION OF BID:

## 11. EMD/BID SECURITY:

### 11.1

- i) EMD/BID Security shall be paid as mentioned in NIT should be submitted in the form of an account payee Bank Draft/Banker's Cheque drawn after the date of publication of NIT on any Nationalized/Schedule Bank payable at Cuttack in favor of **"A.O. (Cash), BSNL, O/o GMTD, Cuttack & payable at Cuttack"** along with the tender document. The EMD/BID Security is required to protect the company against the risk of bidder's conduct, which would warrant the security forfeiture.
- ii) A bid not secured as above shall be rejected by the accepting authority as non-responsive.
- iii) No interest shall be allowed on the EMD/BID Security to the Bidder.
- iv) The bid security may be forfeited:
  - a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; **Or**
  - b) If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28(Reference - 11.6 below).

**Note: -** The bidder shall mean individual company/ firm or the front bidder and its Technology / consortium partner, as applicable.

11.2 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.

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

11.4 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.

11.5 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.

11.6 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).
- (b) In both the above cases i.e. 11.6 (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.

11.7 The bank guarantee/DD for bid security or Micro & Small Enterprise (MSE) registration certificate for claiming exemption from submission of bid security, as prescribed in clauses below of the bid document should be submitted by the bidder in a separate cover. The bank guarantee/DD so submitted shall be as per the format given in **Section-IX** on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.

The MSE bidders are exempted from payment of bid security:

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- c) If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- d) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.

**12. PERIOD OF VALIDITY OF BIDS:**

12.1 **Bid shall remain valid for 150 days from 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.**

12.2 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. i) 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 state(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.
- ii) **FORMAT AND SIGNING OF BID:**  
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(s) signing the bid with date.

**14) SEALING AND MARKING OF BIDS:**

14.1 The Bid contains three parts ;

**The first part marked as (Envelope-A) should contain**

- (a)Original DD/BC towards EMD/ Bid Security as per Clause 11.
- (b)Original DD/BC towards cost of tender document as per NIT Section I.
- (c) The power of attorney in original (If applicable).

- **Note:-The above documents have to be submitted in an envelope-A before 17:00 Hrs of the day of e-bid uploading i.e.23 / 08 / 2018 through person in the tender box with the AGM (NW-PLG-CFA), Cuttack, O/o GMTD, Cuttack, 1st Floor, Room No. 208, Door Sanchar Bhawan, Link Road, Cuttack-12. The scanned copies of the DD/BC towards EMD/BID security, DD/BC towards cost of bid document & Power of attorney (If applicable) have to be attached in the E-portal of M/s ITI.**
- This envelope-A containing the original DD/BC (For EMD & Cost of tender paper) & Power of attorney (if applicable) should be dropped in the tender box available with AGM (NW-PLG-CFA), Cuttack, O/o GMTD, Cuttack, 1<sup>st</sup> Floor, Room No. 208, Door Sanchar Bhawan, Link Road, Cuttack-12.
- **The second part marked as Envelope-B containing scanned documents of Technical Bid vide Section VI which should be uploaded in the appropriate place of the e-portal of M/s ITI.**
- The **third part** contains **Financial Bid (Price Schedule)** should be uploaded as marked as **Envelope-C**. Financial e- bid containing the Price schedule in the excel format has to be filled carefully in the FINANCIAL BID e-portal of M/s ITI.

14.2 The **Venue of E- bid Opening** will be: **AGM (NW-PLG-CFA), Cuttack, O/o GMTD, Cuttack, 1<sup>st</sup> Floor, Room No. 208, Door Sanchar Bhawan, Link Road, Cuttack-12 at 11:00 Hrs of 24 /08 / 2018** If due to administrative reason, the venue of e-bid opening is changed, it will also be displayed prominently in the notice board on the ground floor of the above mentioned office.

14.3 (a) Bids must be E-QUOTED before the locking time of the bid that is **17:00 hrs of 23 / 08 / 2018**.  
(b)If any one of the document required to be submitted in envelope-A is found to be wanting, the concerned bid shall be rejected at the opening stage itself.

**Note-1** (Copies of documents of envelope-B should be self attested or attested by a gazetted officer or by Notary Public after date of NIT and uploaded in the appropriate place of the e-portal of M/s ITI.).

**Note-2** Originals should be produced for verification before the award of contract. The bidder will verify the genuineness and correctness of all documents and certificates including experiences/performance certificates, issued by the bidder or any other firm /associates before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder. As per the requirement of the tender's condition, if any documents/paper/certificate submitted by the participated bidder is found to be false/fabricated/tampered /manipulated at any stage during bid evaluation or award of contract then the bid security (EMD) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would be taken for banning of business dealing with the defaulting firm .In case contract has already awarded to the bidder, then PBG would be forfeited and the contract would be rescinded/annulled and BSNL would be at liberty to procure the awarded goods and services from any other source at the risk and cost of the defaulting bidder . Action would also be taken for banning business dealing with the defaulting firm.

**14. 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 as only one *user id* will be allotted to him.**
- (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 6.3 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 **(17:00 Hrs of 23 / 08 / 2018)** of the bid. Scanned documents wherever necessary are to be pasted in the appropriate places of the document.

**16. LATE BIDS:**

After the Locking Time, no bidder can submit the bid.

**17. 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 that is 17:00 Hrs of 23 / 08 / 2018.**

**C. BID OPENING AND EVALUATION:**

**18. OPENING OF BIDS BY TENDERING AUTHORITY**

- i. The bids will be opened in two stages. **At 11:00 Hrs** on the due date, the purchaser will open the technical bids in the presence of bidders or their authorized representatives. 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 X).** The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value and the same shall be attested by a Notary public or registered before Sub-registrar.

- (b) The power of Attorney is to be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (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) Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

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.

**19. Place of opening of Tender bids:**

Authorized representative of bidders (i.e. vendor organization) can attend the Tender Opening Event(TOE) at **AGM (NW-PLG-CFA), Cuttack, O/o GMTD, Cuttack, 1<sup>st</sup> Floor, Room No. 208, Door Sanchar Bhawan, Link Road, Cuttack-12**, where BSNL's Tender Opening Officers would be conducting through online e-Tender.

**20. PRELIMINARY EVALUATION:**

- 20.1 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. 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.
- 20.2 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.
- 20.3 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.

**21. 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) Tendering authority may negotiate with L1 bidder only or can make counter offer against the prices quoted by any bidder.
- d) **The evaluation formula of financial bid for computing L1 bid will be as below :**

**Total Financial bid= (Item No.1 rate x Q1 ) + ( Item No.2 rate x Q2 ) + ( Item No.3 rate x Q3 )  
+ ----- so on leading to a all total value**

**N.B:- Item No. noted above relates to Financial Bid at Section VII.**

The evaluation & comparison of substantially responsive Bids shall be done on the basis of “Bidders quoting lowest sum of products of the quoted rates & corresponding approximate quantities”.

**22. 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.

**23. AWARD OF CONTRACT:**

**Distribution of Quantity:-**

The Purchaser will generally award the work to the L1 qualified bidder on recommendation of an appropriate committee. However if L1 bidder with draws his option before the work order is placed or before the supply or execution of work order takes place, then there will be retendering in a transparent fair manner.

**24. A) 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 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.  
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 twenty four months from the date of acceptance of first APO/LOI 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.

- b) 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 twenty four months from the date of acceptance of first APO/LOI 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. B) PLACEMENT OF ORDER**

- a) The Tenderer shall consider placement of orders for services only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose services have been type approved/ validated by the Tenderer. The Tenderer reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- b) The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within the contracted period, the unit prices with applicable revised duties/taxes will be paid to bidder irrespective of their ranking viz.L1/ L2/ L3 .....Etc keeping other levies & charges unchanged.

**25. VALIDITY OF CONTRACT**

The contract shall normally be valid for Two year from the date of signing of the agreement with an option of extension for a further period of 12 months with same rate, terms and conditions.

**26. 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.

**27. ISSUE OF Letter Of Intent (LOI):**

- 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 15 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 /DD from any Nationalized Bank for an amount of 10 % of the contract value for a period of 3 years further extendable for one year in conformity with **Section IX** provided with the bid documents.

**28. SIGNING OF CONTRACT:**

- 28.1 The issue of Work order shall constitute the award of contract on the bidder.  
28.2 Upon the successful bidder furnishing the performance security, the Tendering authority shall discharge its EMD/BID Security, pursuant to Clause 11.

**29. ANNULMENT OF AWARD:**

Failure of the successful bidder to sign the agreement under clause 27&28 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.

**30. COURT JURISDICTION:**

- 30.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.  
30.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO have been issued. Accordingly, a stipulation shall be made in the contract as under. "This Contract/ PO are subject to jurisdiction of Court at **Bhubaneswar/Cuttack** only".

**ARBITRATION**

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



**31. REJECTION OF BID:**

**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 14.1 of Section II-The bids will be recorded/ returned unopened, if covers are not properly sealed.
- ii. Clause 11.1 & 12.1 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 VII: Price schedule- Prices are not filled in as prescribed in price schedule.
- v.
  - a) Before outright rejection of the bid for non-compliance of any of the provisions mentioned in clause 31 (i) and (ii) 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.
  - b) 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.
  - c) 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-XV.

**33. DEBARRING CONDITION:**

Tendering authority reserves the right to disqualify the bidder for suitable period who habitually failed to Supply the equipments/services in time. Further, the bidders whose equipments/services 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 (not less than one year & not more than 2 years) 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

“I \_\_\_\_\_,s/o \_\_\_\_\_ R/o \_\_\_\_\_ here by certify that non of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. Incase 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.” as per **Section- XII**.

**35. 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 Section-XV.

**Note for Tender opening Committee:**

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

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

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

**36. SECURITY CLAUSE AS PER LATEST GUIDELINES AND REQUIRMENT:**

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

**37. SPECIAL INSTRUCTIONS TO BIDDERS:**

The Special Instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in Eligibility conditions & BID Security, the provisions herein shall prevail.

**1. Eligibility Conditions**

The eligible bidders should be Indian companies registered to manufacture/provide service the tendered item/work in India, having obtained clearance from Reserve Bank of India wherever applicable.

- a. The contractor must satisfy the Purchaser regarding the availability of trained manpower and required equipments for maintenance / repair of Computers, Peripherals, LAN and onsite technical support.
- b. The contractor will not be allowed to use any non-conventional / out dated machineries for replacement works which may affect the quality of work and health of equipment.
- c. For security reasons, persons engaged by the bidder for AMC works must have identity cards and are required to sign in the necessary register as advice from time to time.
- d. BSNL has no liability whatsoever for appointment / absorption / regular employment of the workforce if any engaged by the Bidder/Contractor during the period of contract.

**38. SET OFF:**

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL.

## **Section-III**

### **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 AGM (CM), 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.

- a) The expression WORK or WORKS shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- b) The SITE shall mean the land and /or other places on which work is to be executed under the contract.
- c) SITE ENGINEER shall mean any supervisory officer of the Bharat Sanchar Nigam Limited who may be placed by the AGM (CM) as in charge of the work at site at any particular period of time.
- d) 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.
- e) The Divisional Engineer in-charge means, the AGM (CM) 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.

#### **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 further period of maximum 12 months on the same rate, terms and conditions subject to satisfactory performance.

#### **3. LABOUR / MATERIAL / EQUIPMENTS / SUPPLIES:**

- a. The contractor shall be responsible for the transportation, storage and safe custody of all materials supplied to him by the Company. The contractor shall satisfy himself regularly the quality and quantity of the materials supplied to him and he will be responsible for any subsequent deterioration and discrepancy (inclusive of theft) in the quality/quantity of the materials.
- b. The contractor shall submit a proper account every fortnight of all the materials supplied to him by the company and those consumed for items of work. Any discrepancy or difference between the material issued to the contractor and those consumed in the work as per the company's calculation (which shall be final) will be charged to the contractor or deducted from his bills at cost price inclusive of any escalation and including freight, handling charges, storage charges etc. plus 17.5 % company's charges.
- c. Upon completion of the work, the contractor shall return to the company at the latter's designated store in good condition free of charges, any unused materials that were supplied by the company.

- d. The contractor while taking delivery of materials supplied by the company at the designated places shall thoroughly inspect all items before taking them over. Once the owner furnished materials are made over to the contractor it shall be his responsibility for safe custody till commissioning and taking over of the completed equipments by the company. Any pilferage, damage etc to the materials, furnished by the company shall be at the risk and cost of the contractor and charges for such unaccounted materials shall be decided in accordance with (b) above. Claim for shortage material will not be entertained on later stage if not pointed out at the time of taking over the materials.
- e. Notwithstanding anything else herein stated, the contractor shall furnish and pay for all supervision, labour 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.

**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 AGM (CM )/Site Engineer may for any reason object to.

**6. INSURANCE (NOT APPLICABLE):**

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-CONTRACTs :**

- a. Further sub contract of main functions covered in this Tender is not permissible. However bidders can enter into AMC with OEMs for H/W and for procurement of licenses of S/W with other vendors.
- 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 AGM (CM) who will be the Divisional-Engineer-in-Charge of the works. BSNL's representative in works site shall be the Engineer in-charge or such other representative as the AGM (CM) 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 (CM) in-charge or by the Site Engineer and such other representatives as the AGM (CM) 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. **REPRESENTATIVE OF THE CONTRACTOR :**

Refer to scope of work in Section-IV Part-A & B

10. **INTERPRETATION OF THE CONTRACT DOCUMENT :**

The AGM (CM) 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.

11. **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, Cuttack Telecom District may, at his absolute discretion can make a change in any part of the work provided for the Contact if required with specific approval of the case, and in such cases the contractor is bound to do such works.
- d) The Contractor shall not undertake or make any change or do any work under this contract unless he has received written instructions from AGM (CM).
- 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 AGM (CM) written authorization to perform such work.

12. **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 AGM (CM ) 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.

**13. 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.

**14. NOTIFICATION :**

The contractor shall give in writing to the proper person or authorize with a copy to the AGM (CM ) 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.

**15. DELAYS IN CONSTRUCTION (Not Applicable for this tender):**

The BSNL will make every reasonable effort to furnish materials required to be furnished by it under the Contract and 'Right of User' including the permits from Govt./Individual or any other agency required to be furnished by the BSNL under the Contract and made available in due time so as not to delay construction. The BSNL will, however not be liable to the contractor for any losses or damages costs, charges or expenses that the contractor may in any way sustain suffer due to delay in making the above available. However, an extension in time schedule may be admitted on the above reasons.

**16. SHUT DOWN ON ACCOUNT OF WEATHER CONDITION: (Not Applicable for this tender)**

**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.**

**17. 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 satisfactory guarantee period of three year (from the date of satisfactory completion of the work) and final acceptance and at the discretion of the BSNL. 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 is subject to full and final settlement of the Final bill for the works contract executed under one contract.

**18. INSPECTIONS AND TESTING :**

**18.1** The purchaser or its representative shall have the right to inspect and test the goods/works as per prescribed test schedules for their conformity to the specifications.

**18.2** Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the bidder shall either replace the rejected goods or make all alterations necessary to meet Specification / requirements free of cost to the purchaser.

**19. 1. APPLICATION:**

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

**19.2 STANDARDS:**

The goods/services supplied under this contract shall conform to the standards prescribed.

**19.3 PATENT RIGHTS:**

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

**19.4 PERFORMANCE SECURITY:**

a) All bidders (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to 10% of the value of Advance purchase order / Advance work order within 14 days from the date of issue of Advance Purchase Order / Advance work order by the Purchaser.

b) The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the bidder's failure to complete its obligations under the contract.

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

d) The performance security Bond will be discharged by the purchaser after completion of the supplier's performance obligations under the contract.

**19.5 DELIVERY AND DOCUMENTS:**

a) Delivery of the goods/services and documents (if any) shall be made by the bidder in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts.

b) The delivery of the goods/services and documents (if any) shall be completed within time frame.

c) If at any time during the performance of the contract, the supplier encounters condition impending timely delivery of performance of service, the supplier shall:

Promptly notify the purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract.

**TRAINING**

19.6 The bidder shall provide training / onsite technical guidance for staff of the purchaser free of cost where required.

**19.7 INCIDENTAL SERVICES**

The bidder may be required to provide any or all of the following services:

(a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods/services;

(b) Furnishing of tools required for assembly and/or maintenance of supplied Goods/services;

(c) Performance of supervision or maintenance and/or repair of the supplied services, for a period of time agreed by the parties.

**19.8 Replacement of components/parts/modules**



Replacement under AMC during the agreement period shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges. Replacement of any part shall be free from all defects and faults in materials used, workmanship and manufacture and shall **be of the highest grade** and consistent with the established and generally accepted standards for materials of the type and as per the prescribed specification of OEM.

#### **19.9 Spares**

Availability of sufficient spares/parts that may be required during the agreement period is to be ensured by the contractor to fulfil the obligations under the contract.

#### **19.10 PAYMENT TERMS**

Payment shall be made to the bidder as stated in clause 32.

#### **20. 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.

#### **21. 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.

#### **22. 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.

**23. TAXES AND DUTIES:**

Taxes and duties will be levied as applicable as per Govt. of India Rules.

**24. BREACH OF CONTRACT:**

**DELAYS IN THE VENDOR'S/CONTRACTOR'S PERFORMANCE:-**

- 24.1 Delivery of the performance of the services shall be made by the bidder in accordance with the time schedule specified by the customer in its purchase order/Work Order. In case the delivery is not completed as indicated in the Purchase Order/Work Order, BSNL reserves the right to short-close/ cancel this purchase/work order and/ or recover penalty.
- 24.2 Delay by the Bidder in the performance of its delivery of service obligations shall render the Bidder liable to any or all of the following sanctions:
  - (a) Forfeiture of its performance security,
  - (b) Imposition of penalty (as per Clause 25 below), and/ or
  - (c) Short closure of the contract in part or full and/ or termination of the contract for default.
- 24.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of performance of service, the supplier shall:
  - (a) Promptly notify to the purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract.

**25. PENALTY:**

- 25.1 (a) If due to unavoidable circumstances, it will not be possible to rectify the faults within the stipulated period, the vendor is bound to maintain the service by providing standby systems/items having specifications not lesser than the faulty item(s). In any case if the repair /replacement of defective components are not completed within 20 days, the penalty as per clause (c) below shall be imposed.
  - (b) The contractor, if fails to rectify minor/major faults within the stipulated duration as above shall be charge penalty as under;

(i) **Major faults Rs 400/- per every 24 hours or past there of exceeding stipulated 24 hrs.**

(ii) **Minor faults Rs 200/- per 8 hrs or past there of exceeding stipulated 8 hrs.**

(c) The entire process of repair /replacement of defective component have to be completed within 20 days. In case of delay beyond 20 days the vendor shall be charged penalty @ Rs1000/- per day up to thirty days and beyond that @ Rs. 2000/- per day.

(d) All faults rendering 50% or more of a hardware/software inaccessible will be termed as **major faults** need to attended/rectified within **24 hours**.

(e) Faults which otherwise do not affect proper functioning/service will be treated as minor faults.

(f) All **minor faults** are to be repaired / rectified within 8 hours and major faults need to Repaired / rectified within **24 hours** of reporting.

## 26. **FORCE MAJEURE:**

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages/penalty against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

## 27. **TERMINATION:**

### 27.1 **TERMINATION FOR DEFAULT:**

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

(a) if the bidder fails to perform any other obligation under the contract.

(b) if the supplier, in either of the above circumstances, does not remedy its failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

### 27.2 **TERMINATION FOR INSOLVENCY:**

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

## 28. (I) **FAIR WAGES:** ( As Applicable )

- 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.

**(II) OTHER LABOUR WELFARE MEASURE: (As Applicable).**

- 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.

**29. PRICE VARIATION:**

The BSNL shall not be responsible for any escalation on prices of goods/services 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 .

**30. PAYMENTS:**

**Payment terms**

- 30.1 All the bills shall be payable by of A.O. (Cash), BSNL, O/o GMTD, Cuttack as per the accepted and approved rates for the work.
- 30.2 The contractor will submit the bills in duplicate duly affixed with revenue stamps on quarterly basis. The penalty, if any, shall be deducted from the sums due.
- 30.3 The proportionate quarterly amount of Annual Maintenance charges agreed upon will be paid at end of each quarter for the full period of the previous quarter or part thereof. To get quarterly amount of the AMC charges the vendor has to submit the following;

- I. Invoice in duplicate duly affixed with revenue stamps.

- II. Copy of the log of details of corrective / preventive maintenance work undertaken.
  - III. Certificate from AGM (CM), the system in-charge that all the equipment covered under AMC are working satisfactorily and no equipment is pending with the vendor.
  - IV. Proof of GST paid Challan of the previous Quarter.
  - V. While raising invoice, vender / bidders is to mentioned BSNL GSTIN number invariable.
  - VI. Bidders / Vendors have to upload GSTR1 against BSNL GSTIN.
  - VII. GSTIN return to be filled as per schedule GST provision.
- 30.4. The bidder has to give the mandate for receiving payment electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/supplier. The bidder company is required to give the following information for this purpose:-
- (a) Beneficiary Bank Name:
  - (b) Beneficiary branch Name:
  - (c) IFSC code of beneficiary Branch:
  - (d) Beneficiary account No.:
  - (e) Branch Serial No. (MICR No.):

### **PRICES**

- 30.5 Prices charged by the bidder for services performed under the contract shall not be higher than the prices quoted by the bidder in its Bid except for variation caused by change in taxes/ duties as specified in Clause-30.6 mentioned below.
- 30.6 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.
- 30.7 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.

### **30.8 CHANGES IN PURCHASE ORDERS**

The purchaser may, at any time, by a written order given to a bidder, make changes within the general scope of the contract in any one or more of the following:

- (a) drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
  - (b) the method of transportation or packing;
  - (c) the place of delivery; or
  - (d) the services to be provided by the supplier.
- 30.9 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

- A. The contractor shall submit bill on completion of three months based on clause 32 the joint inspection by the contractor and the Site Engineers and duly certified by the officers concerned. BSNL shall not pay any charges in advance. Bills will be submitted to the CGM, BSNL, Odisha Circle, Bhubaneswar and paying authority will be decided as per latest guideline of corporate office.
- a) Income tax at the prevailing rates with applicable surcharge & 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.
  - b) Necessary Income Tax Deduction certificate will be issued by of A.O. (Cash), BSNL, O/o GMTD, Cuttack detailing the amount so deducted as tax at source at the time of payment of each bill.
  - c) Sales tax if applicable will be deducted.
  - d) The bills are to be submitted in DUPLICATE and in the manner and form that may be prescribed by the GMTD, Cuttack. 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.
  - e) Any Penalty due shall also be recoverable from the bills submitted for payment, by the aforesaid officers.
  - f) **The AGM (CM) will have right to impose penalty for delay or slow progress of the work from the bills submitted for payment.**
  - g) The Security Deposit shall be considered for adjustment against penalty only at the time of final conclusion of the contract and final settlement of account.
  - h) The final settlement of the bills and refund adjustment/appropriation of any amount retained, the contractor shall be made fully free after the AGM (CM) is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the contractor on any count.
  - i) The bill shall have to be submitted by the contractor Quarterly/within one month from the date of completion of the work. Total billed amount will be paid after successful completion of work.
  - j) **Any kind of defect noticed during the contract period has to be attended without any extra payment. The PBG/DD retained as security deposit will be refunded after termination of the contract period of 3 years on receipt of a certificate regarding satisfactory completion of work during contract period.**
  - k) The contractor shall be required to correct all defects reported by Engineer in-charge. Further on neglect on the part of the AGM (CM) or his representative, to confirm or reject inferior work, notwithstanding, final acceptance of the work or any part thereof by the company/the AGM (CM)/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.

### **31. TERMINATION OF CONTRACT:**

- a) The GMTD, Cuttack 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 GMTD, Cuttack concerned Divisional Engineer In-charge shall have the right (i) to reject or/and with hold payment for such quantity of work till such time the defect is rectified to the satisfaction of the GMTD, Cuttack / concerned Divisional Engineer In-charge (ii) to terminate the contract as per Clause-31 (a) above.

- c) In case of death of contractor during the period of contract, GMTD, Cuttack 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.

## **32. GENERAL:**

- A. The tenders shall be evaluated by a committee to be nominated by the GMTD, Cuttack:**
- a. The GMTD, Cuttack 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.
  - b. If there is discrepancy between words and figures, the amount in words shall prevail. If the contractor does not accept the correction of errors, his bid shall be rejected.
  - c. A bid, determined as substantially non-responsive will be rejected by the GMTD, Cuttack and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
  - d. The GMTD, Cuttack may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of the bidder.
  - e. The tender shall be evaluated based on the rates quoted in financial bid on the basis of overall lowest bidder for total work. In case of more than one bidder at the same lowest rates, the bidder who has got more experience shall be preferred over others.
  - f. The GMTD, Cuttack shall not be responsible for any escalation in prices of labour or materials, machinery, equipment, etc. whatsoever or any increase in any duties, levies, or taxes in respect thereof whatsoever and the contractor rates and contractor's obligation shall remain unaffected by such escalation and/or increase.
- B.** The GMTD, Cuttack reserves the right to reject one or all the tenders without assigning any reason thereof.
- C.** The GMTD, Cuttack reserves the right to cancel/reject any tender if the same is found to be containing any false/fabricated document/statement. Original of all documents shall be produced, if required, at the time of purchase of tender documents for scrutiny without which documents will not be issued.
- D.** The GMTD, Cuttack reserves the right to apportion the total work amongst a number of contractors at the approved rates and on uniform terms and conditions.
- E.** Transportation of labour from the site to another site from one area to other areas will be the responsibility of the contractor.
- F.** All tools and testers like Multi meter, Electric tester & safety devices for the work shall be provided by the contractor.
- G.** The GMTD, Cuttack will not be responsible to provide residential accommodation to the labourers employed by the contractor. All arrangement in this regard will be the responsibility of the contractor.
- H.** The GMTD, Cuttack reserves the right to increase or decrease or delete any/all the scope of the work without assigning any reasons.
- I.** Conditional and incomplete tenders are liable for rejection.
- J.** Tender without EMD/BID Security will summarily be rejected.
- K.** The GMTD, Cuttack will not be responsible for any misprinting by the newspaper concerned. Bidder is to contact the tendering authority and verify the facts in case of confusion.
- L.** Issue of tender document does not automatically mean that the bidder is qualified for the award of the contract. These will be reviewed and examined during the evaluation of the bid.
- M.** The GMTD, Cuttack is not bound to accept the lowest tender.
- N.** The GMTD, Cuttack is not responsible for non-receipt/late receipt and loss of tender documents.
- O.** In case of any dispute arising out of the contract between the two contracting parties, the decision of the GMTD, Cuttack shall be final and binding.

## Section -IV Part-A

### SCOPE, SPECIFICATION & JOB DESCRIPTION

The tender is called to perform the following works:-

1. **General:-**The contractor shall carry out Annual Maintenance Contract (AMC) of Computers, Peripherals & LAN working in the different locations, Repair/Replace/supply of all Hardware/ Software/ spare parts of computers & Peripherals for items reflected in schedule of requirement except Batteries of UPS & Laptop in the CUTTACK SSA as per the site given below. The consumables i.e. Cartridge, ink & paper are excluded from maintenance. However the fuser unit and Head of printer are to be replaced free of cost. The vender has to attend the problem at site for **Twenty Four months** from the date of agreement as per terms and conditions mentioned. The contract shall remain in force initially for twenty four months from the date of commencement. However it may be renewed for further period of another twelve months on the same rates, terms and conditions based on the performance of the contractor and, if agreed upon by both the parties.

#### Locations of Work:-

1. GMTD, CUTTACK
2. TELEPHONE BHAWAN, CUTTACK
3. ALL SDO'S OFFICE IN CUTTACK CITY & RURAL.
4. ALL SDE'S IN FM & SALES in Cuttack SSA.
5. ALL OFFICER'S IN CIVIL & ELECTRICAL WNG OF CUTTACK CITY.

In case of any change of location of equipment other than mentioned above, the vendor will provide the services as enumerated in the 'Maintenance Contract' under the same approved rates, terms and conditions.

2. The Computers, Peripherals and Network items (including LAN) are to be maintained and the faults rectified on-site. In unavoidable cases the devices may be taken for repair to the contractor's premises/work shop with proper receipt and the repaired item should be returned and acknowledgement is to be taken.

**(a) During the AMC period the successful contractor shall;**

- i. **Diagnose the hardware and software faults**
- ii. **Rectify the hardware software faults detected**
- iii. **Assist in proper upkeep of the hardware /software.**
- iv. **Repair / replace faulty parts free of cost (except battery & consumables)**
- v. **Carryout periodic preventive maintenance.**
- vi. **Maintain the Network elements & LAN, Firewall and Router, L2 & L3 Switch.**



## SECTION- IV Part B

# Technical Specifications / Requirements

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### The Scope of the contract /agreement includes the following;

- a) Annual Maintenance of Computers, Peripherals, LAN in above locations working at various locations in Cuttack SSA. The Computers and peripherals and other items to be maintained have successfully outlived the required warranty period after their purchase.
- b) The Computers, Peripherals and LAN are to be maintained and the faults should be rectified on-site. In unavoidable cases the devices may be taken for repair to the contractor's premises/work shop with proper receipt and the repaired item should be returned and acknowledgement is to be taken.
- c) **During the AMC period the successful contractor shall;**
  - i. **Diagnose the hardware and software faults**
  - ii. **Rectify the hardware software faults detected**
  - iii. **Assist in proper upkeep of the hardware /software**
  - iv. **Repair/Replace/supply of all Hardware/ Software/ spare parts of computers & Peripherals for items reflected in schedule of requirement except Batteries of UPS & Laptop.**
  - v. **Carryout periodic preventive maintenance.**
  - vi. **Maintain the LAN at specific location mentioned above.**
- d) The contractor shall provide service/maintenance to BSNL in the presence of the user and at the locations where the hardware/software are installed.
- e) Faults and requirement of assistance will be reported to the vendor by phone/ FAX and a separate register will be maintained for the same. Alternatively necessary fault reporting (entry) will be made in the central log register, and the contractor has to devise own means to view and attend the call in time.
- f) All faults rendering 50% or more of a hardware/software inaccessible will be termed as major faults need to attended/rectified within 24 hours.
- g) All the required parts / spares for PCs, peripherals and computer spare parts/accessories as above are to be supplied to rectify the faults under this contract.
- h) The maintenance of PCs shall also include the maintenance of LAN (as above) connectivity.
- i) Faults which otherwise do not affect proper functioning/service will be treated as minor faults.
- j) All minor faults are to be repaired/rectified within 8 hours and major faults need to Repaired / rectified within 24 hours of reporting.
- k) If due to unavoidable circumstances, it will not be possible to rectify the faults within the stipulated period, the vendor is bound to maintain the service by providing standby systems/items having same or higher specifications than the faulty item(s). In any case if the repair /replacement of defective components are not completed within 20 days, the penalty as per clause (l, m) below shall be imposed.

- l) The contractor, if fails to rectify minor/major faults within the stipulated duration as above shall be charge penalty as under;
1. **Major faults Rs 400/- per day**
  2. **Minor faults Rs 200/- per day.**
- m) The entire process of repair /replacement of defective component have to be completed within 20 days. In case of delay beyond 20 days the contractor shall be charged penalty @ Rs1000/- per 24 hrs for thirty days and beyond that @ Rs. 2000/- per day.
- n) **The contractor has to provide 2 (Two) nos. of fully competent and responsible service engineers for assistance /repair/ maintenance at BSNL premises located in GMTD Office, BSNL, Link Road, Cuttack on all working days from 10.00 hrs to 18.00 hrs.** The contractor shall prepare the schedule of preventive maintenance for each quarter and shall submit the same to BSNL in advance. The preventive maintenance shall not affect normal functioning of the system.
- o) The contractor shall maintain a consolidated logbook at its central location and also at each node (to be kept with BSNL) wherein the corrective/preventive maintenance undertaken shall be entered and the same shall be countersigned by the user or his representative.
- p) Replacement of any part should be with approval of system-in-charge and a record is to be maintained. Replacement under AMC during the agreement period shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges. Replacement of any part shall be free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type and as per the prescribed specification of OEM.
- q) The Contractor shall be solely responsible for the maintenance and repair of the software/hardware systems, equipment and parts, thereof and BSNL shall not be liable to interact with partners/collaborators or sub-contractors of the Contractor.

## r) SCHEDULE OF REQUIREMENTS (SOR)

### List of Computers, Peripherals and Network items to be covered under AMC for Cuttack SSA

SL NO	ITEM	MAKE & MODEL	QTY
(A)	(B)	(C)	(D)
1	<b>CPU</b>	ASPIRE - ASPIRE	32
2		ASPIRE - ASPIRE	16
3		ASPIRE - VARITON	14
4		ASPIRE - DC5700	01
5		DELL -OPTIPLEX GX 520	12
6		DELL -OPTIPLEX GX520	7
7		DELL -OPTIPLEX 750	26
8		LENOVO - THINK CENTRE	22
9		HP -406 GI	23
10		HP - PENTIUM	01
11		HP	06
12		WIPRO - WTV52K55	06
13		WIPRO - WLA181W	09
14		WIPRO - THEART MANAGER	22
15		WIPRO - THEART MANAGER	11
16		WIPRO - THEART MANAGER	08
17		HCL	04
18		HCL	01
19		ZENITH -500G	04
20		ZENITH	02
21	<b>MONITOR</b>	ACER - 185W80PS	26
22		ACER - 991SW	01
23		ACER - CRT	07
24		X193HQA	13
25		COMPAQ -CRT	02
26		DELL - WLA181W	07
27		DELL - CRT	28
28		DELL - E773S	05
29		DELL - TFT	11
30		HP 5502 - CRT	03
31		HP - V192	23
32		LENOVO - VOLEX	47
33		SAMSUNG - CRT	02
34		WIPRO - WLA181W	45
35		WIPRO - CRT	02
36		BENG - TFT	01
37		HCL - CRT	03
38		IBM - CRT	01

<b>SL NO</b>	<b>ITEM</b>	<b>MAKE &amp; MODEL</b>	<b>QTY</b>	
<b>(A)</b>	<b>(B)</b>	<b>(C)</b>	<b>(D)</b>	
39	<b>PRINTER</b>	EPSON - LX - 310	17	
40		EPSON - L 360	01	
10		HP - LASERJET P 1018	02	
42		HP - DESKJET GT 5820	01	
43		HP - LASERJET P 1007	37	
44		HP LASERJET PRO P 1108	06	
45		HP - LASERJET P 1005	09	
46		HP - OFFICEJET J 3600	05	
47		HP - LASERJET P 1020	02	
48		HP - LASERJET P 2015	01	
49		HP - LASERJET P 1106	12	
50		HP - LASERJET P 138 FN	01	
51		HP - LASERJET PRO MFP 128FN	04	
52		HP - LASERJET 4100	03	
53		HP - LASERJET P3005N	01	
54		LEXMARK - X 204 N	06	
55		RICOH - SP 1100 SF	02	
56		TVS - MSP-430	02	
57		<b>LAPTOP</b>	LENOVO T440 P	01
58			DELL	01
59	DELL		01	
60	DELL		01	
61	DELL		01	
62	HP PROBOOK 4410S		01	
63	WIPRO / WMBXXBC48XXX		01	
64	WIPRO / WMBXXBC48XXX		01	
65	WIPRO / WMBXXBC48XXX		01	
66	HP PROBOOK 4410S		01	
67	HP PROBOOK 4410S		01	
68	ACER - MS2347		01	
69	WIPRO / WMBXXBC48XXX		01	
70	WIPRO / WMBXXBC48XXX		01	
71	<b>UPS</b>		APC - 1 KVA	32
72		LUMINOUS - 1 KVA	61	
73		Online 10KVA e&c ACCENTA	01	
74	<b>SCANNER</b>	HP SCANJET	02	
75	<b>PROJECTOR</b>	SONY MULTIMEDIA	01	
76	<b>LAN SWITCH</b>	8 PORT - D- LINK	15	
77		5 PORT - DIGISOL	12	
78		16 PORT - DIGISOL	06	
79		24 PORT - D - LINK	08	
80		L3 Switch – 24PORT D-LINK	02	
81	<b>ROUTER</b>	CISCO	06	
82	<b>FIREWALL</b>	8 PORT UTM CYBEROAM	01	

- s) The term of the contract shall be **for twenty four months initially from date of AMC agreement** and the rate quoted/agreed shall be valid for total term of the contract and **extendable for another twelve months term at the same rates, terms & conditions based on the performance of the contractor and, if agreed upon by both the parties.**

**RESPONSIBILITIES OF THE TECHNICAL SUPPORT CENTRE:**

The vendor shall ensure that all the Technical support centers are manned by fully competent and responsible Service Engineers and are:

- i) Capable of giving all types of necessary technical guidance/assistance for fast restoration of faults.
- ii) Capable of attending the faults at the BSNL sites whenever needed.
- iii) Responsibility of password management lies with BSNL. Vendor should not change the password without the approval of BSNL.
- iv) The level of service provided to BSNL shall not go down during night time or due to any day being holiday or for any other reason.
- v) The Service Engineers on site shall be authorized to receive the faulty cards/units/PCBs from BSNL sites and repair/ replace them with good cards during the period of AMC. The vendor will have to make its own arrangement for receiving the faulty cards/units/PCB and then supplying the repaired ones.

**SECTION-V**

**BID FORM**

**Tender No. Comp/Tender/PC & Printer-AMC/2018-19 / 6**

**Dated: 31.07.2018**

**To**

**The General Manager  
Telecom District, Cuttack.**

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos. ...., the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the up-keeping and maintenance of Computers, peripherals & LAN & supply of Computer spare parts/accessories in O/o GMTD, BSNL, Cuttack in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this bid.
2. If our Bid is accepted, we will obtain the guarantee of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract. Also, we undertake to complete the delivery of all items & perform all the services specified in delivery schedule specified in the section-----.
3. We agree to abide by this Bid for a period of **150 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.
4. 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.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this..... day of ..... 2018.

**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.....

## SECTION-VI

### TECHNICAL BID

S/N	List of Documents to be scanned and be uploaded in BSNL/ITI tender portal (Check List)	Yes	No	Not Applicable
1	The scanned copy of A/c Payee Demand Draft / Banker's Cheque towards Cost of Tender Paper worth <b>Rs 590</b> /- (Rupees Five hundred Ninety only) in favour of A.O. (Cash), BSNL, O/o GMTD, Cuttack & payable at Cuttack.			
2	The scanned copy of A/c Payee Demand Draft / Banker's Cheque towards EMD/BID security worth <b>Rs.18000</b> /- (Rupees Eighteen thousand only) drawn after the publication of NIT on any Indian nationalized bank in favour of A.O. (Cash), BSNL, O/o GMTD, Cuttack & payable at Cuttack.			
3	Self attested copy of "Power of Attorney" in case of person other than the bidder has signed the tender document.			
4	Self attested photocopy of necessary document to proof as a Proprietorship Firm/ Partnership Firm/ Company under Indian Company Act 1956.			
5	Self attested photocopy of Income Tax PAN Card. (In case of proprietorship firm, PAN should be in the Individual's name and in case of company/partnership firm, the PAN should be in company/firm's name.)			
7	Self attested photocopy of GSTIN registration certificate and latest return of GSTIN/service tax.			
8	Self attested photocopy of Experience certificate as described in NIT in Section-I, Table Sl. No 9 (F)			
9	Turn Over certificate from a registered Chartered Accountant firm for the financial year 15-16, 16-17 & 17-18 for a total Turnover of at least Rupees 10.00 Lakh during last three financial year and including current financial Yr.			
10	Self attested photocopy of Bid form as per Section-V.			
11	Self attested photocopy of Undertaking & declaration as per section-VIII			
12	Self attested photocopy of Bidders profile & questionnaire as per section-XIII			
13	Undertaking(s) to the effect that none of their near-relatives are working in BSNL as per the format in Section-XII.			
14	Self attested photocopy of Clause by clause compliance- Annexure-V duly filled and signed.			
15	Self attested photocopy of Declaration of Non - tampering of tender document- Annexure-VI, duly filled and signed.			
16	Self attested photocopy of Check list vide Annexure-VII.			
17	Self attested photocopy of Declaration for Downloading the tender Document vide Annexure-VIII			
18	Tender document signed by the bidder on all pages with seal.			
19	All documents attached with the tender document should be self attested or attested by a Gazetted officer or by Notary Public.			

**SECTOIN-VII Part-A****FINANCIAL BID****(RATE SHEET)***(To be submitted separately in a sealed envelope duly filled in by the bidder)***Item wise Rate Schedule****(Note: The AMC cost quoted for the PCs shall also include the maintenance cost of its LAN connectivity & on site technical support)**

SL NO	ITEM	MAKE & MODEL	QTY	UNIT AMC COST FOR 24 MONTHS EXCLUSIVE GST (RS) IN FIGURES	UNIT AMC COST FOR 24 MONTHS EXCLUSIVE GST (RS) IN WORD	TOTAL AMC COST FOR 24 MONTHS
(A)	(B)	(C)	(D)	(E)	(F)	(G = D x E)
	PRINTER	EPSON – LX – 310 – 17		112		
	<b>PERSONAL COMPUTER</b>	ASPIRE – ASPIRE - 32	227			
		ASPIRE – ASPIRE - 16				
		ASPIRE – VARITON – 14				
		ASPIRE - DC5700 – 1				
		DELL -OPTIPLEX GX 520 – 12				
		DELL -OPTIPLEX GX520 – 7				
		DELL -OPTIPLEX 750 – 26				
		LENOVO - THINK CENTRE – 22				
		HP -406 GI – 23 *				
		HP – PENTIUM – 1				
		HP – 6				
		WIPRO - WTV52K55 – 6				
		WIPRO - WLA181W – 7				
		WIPRO – THEART MANAGER – 22				
		WIPRO – THEART MANAGER – 11				
		WIPRO – THEART MANAGER – 8				
		HCL – 4				
		HCL – 1				
	ZENITH -500G – 4					
	ZENITH – 2					



SL NO	ITEM	MAKE & MODEL	QTY	UNIT AMC COST FOR 24 MONTHS EXCLUSIVE GST (RS) IN FIGURES	UNIT AMC COST FOR 24 MONTHS EXCLUSIVE GST (RS) IN WORD	TOTAL AMC COST FOR 24 MONTHS
(A)	(B)	(C)	(D)	(E)	(F)	(G = D x E)
		EPSON – L 360 – 1				
		HP – LASERJET P 1018 – 2				
		HP – DESKJET GT 5820 – 1				
		HP – LASERJET P 1007 – 37				
		HP – LASERJET P 1005 – 9				
		HP – OFFICEJET P 3600 – 5				
		HP – LASERJET P 1020 – 2				
		HP – LASERJET P 2015 – 1				
		HP – LASERJET P 1106 – 12				
		HP – LASERJET P 138 FN – 1				
		HP – LASERJET PRO MFP 128FN – 4				
		HP – LASERJET 4100 – 3				
		HP – LASERJET P3005N – 1				
		LEXMARK – X 204 N – 6				
		RICOH – SP 1100 SF – 2				
		TVS – MSP-430 – 2				
	LAPTOP	LENOVO T440 P – 1	14			
		DELL – 1				
		DELL – 1				
		DELL – 1				
		DELL – 1				
		HP PROBOOK 4410S – 1				
		WIPRO/WMBXXBC48XXX – 1				
		WIPRO/WMBXXBC48XXX – 1				
		WIPRO/WMBXXBC48XXX – 1				
		HP PROBOOK 4410S – 1				
		HP PROBOOK 4410S – 1				
		ACER – MS2347 – 1				
		WIPRO/WMBXXBC48XXX – 1				
		WIPRO/WMBXXBC48XXX – 1				

	<b>UPS</b>	APC – 1 KVA – 32	93			
		LUMINOUS – 1 KVA – 61				
	<b>SCANNER</b>	HP SCANJET – 2	2			
	<b>PROJECTOR</b>	SONY MULTIMEDIA – 1	1	<b>UNIT AMC COST FOR 24 MONTHS EXCLUSIVE GST (RS) IN FIGURES</b>	<b>UNIT AMC COST FOR 24 MONTHS EXCLUSIVE GST (RS) IN WORD</b>	<b>TOTAL AMC COST FOR 24 MONTHS</b>
<b>SL NO</b>	<b>ITEM SWITCH</b>	8 PORT – D- LINK – 6	QTY 32			
		5 PORT – DIGISOL – 12				
		16 PORT – DIGISOL – 6				
		24 PORT – D – LINK – 8				
<b>(A)</b>	<b>ROUTER</b>	CISCO – 6	<b>(D)</b>	<b>(E)</b>	<b>(F)</b>	<b>(G = D x E)</b>
	<b>FIREWALL</b>	8 PORT UTM CYBEROAM	1			
<b>TOTAL OF AMC Charge for Twenty Four Months (Without GST):-</b>						

**Note 1:- The rate quoted in part 1 of Section – VII should be tallied with total rate in Part - II of the Same Section.**

**Note 2:- HP - 406 GI – 18 nos. with effect Dec 2015 will be made over the vender on expiry of Warranty period.**

Place:  
Date:

Signature of the bidder  
Name:

## SECTION-VII Part-B

### FINANCIAL BID

### (RATE SHEET)

**E-TENDER No.: Comp / Tender / PC & Printer-AMC / 2018-19 /06**

**Dated 31.07.2018**

Date and Time of opening of Tender: **24.08.2018 at 11:00 Hrs.**

Price Quotation and other details for Annual Maintenance Contract (AMC) of Computers, Peripherals, LAN & supply of computer spare parts/accessories working in the different locations in the CUTTACK SSA of O/o GMTD, BSNL, Cuttack.

Dear Sir,

Having examined the scope of work, terms and conditions of this tender/ bid document, we, hereby offer to undertake / execute the Annual Maintenance Contract (AMC) of Computers, Peripherals, Network Items & LAN& supply of computer consumables/accessories working in the different locations in the CUTTACK SSA of O/o GMTD, BSNL, Cuttack.

1. in conformity with the clause 21 of section II & clause 32.5 to 32.7 of Section - III for the rates as mentioned below:

Sl.No.	Details	In figures (Rs.)	In words
I	Total AMC Charges for entire <b>24 (Twenty Four)</b> months for AMC period excluding GST.		

2. We accept to submit the performance security in the form of bank guarantee at the time of signing of the contract, in conformity with clause 19.4 (Section-III).
3. We agree to abide by this bid for a period of Twenty Four months from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time till expiry of this period. We understand that BSNL is not bound to accept the lowest or any bid, received in the tender.

Dated this                      day of                      2018

Signature

In capacity of .....  
(Duly authorized to sign the bid for and on behalf of bidder)

## **SECTION - VIII**

### **UNDERTAKING & DECLARATION**

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

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

Signature of Bidder  
Along with date & Seal

## SECTION - IX

### PERFORMANCE SECURITY GUARANTEE (BOND FORM)

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

Dated:.....

**Sub: Performance guarantee.**

Whereas General Manager Telecom District, BSNL, Cuttack (hereafter referred to as BSNL) has issued an APO no. .... Dated ...../...../20.... awarding the work of ..... to M/s ..... R/o ..... (here after referred to as "Bidder") and BSNL has asked him to submit a performance security in favour of the GMTD, BSNL, Cuttack of Rs. ..../- (hereafter referred to as "P.G. Amount") valid up to ...../...../20.....(hereafter referred to as "Validity Date") Now at the request of the Bidder, We ..... Bank ..... Branch having ..... (Address) and Regd. office address as ..... (Hereinafter called 'the Bank') agreed to give this guarantee as hereinafter contained:

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

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "A.O. (Cash), BSNL, O/o GMTD, Cuttack & payable at Cuttack".
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....

**SECTION - X**

**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 representative will be permitted to attend the Bid opening
  2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

## SECTION - XI

### EMD/ BID SECURITY Guarantee

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

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

Whereas M/s .....

R/o ..... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs. ..../- (hereafter known as the "B. G. Amount") valid upto ...../...../ 20..... (hereafter known as the "Validity date") in favour of the Chief General Manager, BSNL Odisha Circle, Bhubaneswar (A (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 **“A.O. (Cash), BSNL, O/o GMTD, Cuttack & payable at Cuttack”**.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....

**SECTION - XII**

**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 the contractor.

I, .....  
S/o.....resident of .....

.....  
**hereby certify that none of my near relative(s) as defined in the tender document is/are employed any where in BSNL as per details given in tender document. 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.**

Signature of the 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.

**SECTION - XIII**

**Bidder's profile & Questionnaire**

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

**A) Tenderer's Profile**

1. Name of the Individual/ Firm: .....

2. Present Correspondence Address

.....

.....

Telephone No. .... Mobile No. ....

FAX No. ....

3. Address of place of Works/

Manufacture .....

.....

.....

Telephone No. .... Mobile No. ....

4. State the Type of Firm:

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. & Aadhar 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 Bhubaneswar? 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/services which you are capable of supplying within the scheduled delivery period.

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

4. Suggestion for improvement of the tender document.

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

Place.....

Signature of contractor .....

Date .....

Name of Contractor .....

**SECTION - XIV**

**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 Telecom District, Cuttack & 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:

## ANNEXURE-I

### DATA SHEET WITH CLAIM OF BILL

Name of the Vendor:

For the Month of \_\_\_\_\_

1. Location of Site Details:

Sl. No	Work order number	Date	Time period allowed for completion of work	Date and time of completion of work	Number of hours taken to complete the work	Delay if any	Severity level

2. Penalty Imposed:

Severity level	Penalty per hour	Delay in Hour	Total penalty	Remarks
1A				
1B				
1C				
2A				
2B				

Signature of Vendor

Signature of Node In-Charge

**ANNEXURE-II**

**CONTACT DETAILS OF SUPPORT MANAGER,**

a) Contact details Support Manager:

Sl. No	Information Type	Detail
1	Name and address	
2	E-Mail ID	
3	Land Phone Number	
4	Fax Number	
5	Mobile Number-1	
6	Mobile Number-2	

**Annexure-III**

**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 outlined in all the clauses unconditionally.

Place :

Date:

Signature of the Bidder:-

Name of the Bidder :-



**Annexure-IV**

**Declaration of Non- tampering of tender document**

I,.....  
(authorized signatory) hereby declare that the tender document submitted has been obtained from the office of GMTD, BSNL, Cuttack / downloaded from the website **www.tenderwizard.com/BSNL** 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 tender document. In case at any stage, it is found that any addition / deletion / correction has been made, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Place:.....

Date:..... .

Signature of bidder/Authorized Signatory

Name of the bidder.....

Seal of the bidder.....

## ANNEXURE-V

### (CHECK LIST)

S/N	List of Documents to be scanned and be uploaded in BSNL/ITI tender portal (Check List)	Yes	No	Not Applicable
1	The scanned copy of A/c Payee Demand Draft / Banker's Cheque towards Cost of Tender Paper worth <b>Rs 590/-</b> (Rupees Five hundred Ninety only) in favour of A.O. (Cash), BSNL, O/o GMTD, Cuttack & payable at Cuttack.			
2	The scanned copy of A/c Payee Demand Draft / Banker's Cheque towards EMD/BID security worth <b>Rs.18000/-</b> (Rupees Eighteen thousand only) drawn after the publication of NIT on any Indian nationalized bank in favour of A.O. (Cash), BSNL, O/o GMTD, Cuttack & payable at Cuttack.			
3	Self attested copy of "Power of Attorney" in case of person other than the bidder has signed the tender document.			
4	Self attested photocopy of necessary document to proof as a Proprietorship Firm/ Partnership Firm/ Company under Indian Company Act 1956.			
5	Self attested photocopy of Income Tax PAN Card. (In case of proprietorship firm, PAN should be in the Individual's name and in case of company/partnership firm, the PAN should be in company/firm's name.)			
7	Self attested photocopy of GSTIN registration certificate and latest return of GSTIN/service tax.			
8	Self attested photocopy of Experience certificate as described in NIT in Section-I, Table Sl. No 9 (F)			
9	Turn Over certificate from a registered Chartered Accountant firm for the financial year 15-16, 16-17 & 17-18 for a total Turnover of at least Rupees 10.00 Lakh during last three financial year and including current financial Yr.			
10	Self attested photocopy of Bid form as per Section-V.			
11	Self attested photocopy of Undertaking & declaration as per section-VIII			
12	Self attested photocopy of Bidders profile & questionnaire as per section-XIII			
13	Undertaking(s) to the effect that none of their near-relatives are working in BSNL as per the format in Section-XII.			
14	Self attested photocopy of Clause by clause compliance- Annexure-V duly filled and signed.			
15	Self attested photocopy of Declaration of Non - tampering of tender document- Annexure-VI, duly filled and signed.			
16	Self attested photocopy of Check list vide Annexure-VII.			
17	Self attested photocopy of Declaration for Downloading the tender Document vide Annexure-VIII			
18	Tender document signed by the bidder on all pages with seal.			
19	All documents attached with the tender document should be self attested or attested by a Gazetted officer or by Notary Public.			

NB: - Original documents to be produced before TOC for verification.

**Annexure-VI**

**Declaration for Downloading the tender Document**

“I ..... (Authorized signatory) hereby declare that the tender document submitted has been downloaded from the website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) and no addition/deletion/correction has been made in the proforma downloaded. I also declare that I have enclosed a DD for Rs..... /- towards the cost of tender document along with this bid”  
In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation.

Place:

Date: Signature of Bidder  
Name of Bidder along with date & Seal

**ANNEXURE-VII**

**Model Amendment Letter Intimating Conditions for Extension of Delivery Period**

(Refer to Appendix (i) to clause 19.5 of Section-III)

Registered A Due

Address of the purchaser  
-----  
-----

To

M/s .....  
.....

Sub: This office contract no..... Dated ..... placed on you for supply of .....

Ref: Your letter no..... dated .....

We are in receipt of your letter, wherein you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning.

In view of the circumstances stated in your above referred letter, the time of delivery can be extended from \_\_\_\_\_ (original/ last delivery period) to \_\_\_\_\_ (presently agreed delivery period) subject to your unconditional acceptance of the following terms and conditions:

1. That, liquidated damages shall be levied in accordance with agreed clause 24 & 25 of Section-III of terms and conditions of the tender/ PO.
2. That, notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery shall be admissible on such of the said goods as are delivered after the said date as per clause 30.5, 30.6, 30.7 of Section-III.
3. That, the prices during this extended delivery period shall be provisional and shall be governed as per agreed clauses 30.5, 30.6, 30.7 of Section III and shall be finalized in accordance with the current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no. ....) from the date of its opening, on whichever is lower basis.
4. An additional BG of Rs. \_\_\_\_\_ in accordance with clause 24.3, Section- III of the contract with validity up to \_\_\_\_\_.
5. An undertaking as required vide clause 24.3, Section-III. " Please intimate your acceptance of this letter along with the additional BG within ten days of the issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you. This letter shall form part and parcel of the agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,  
(.....)  
for and on behalf of.....

**Note:** The entries which are not applicable for the case under consideration are to be deleted.

**ANNEXURE-VIII**

**Model Amendment Letter for Extension of Delivery Period**

Appendix (ii) to clause 19.5 of Section-III

Registered Acknowledgement Due  
Address of the purchaser

-----  
-----

To

M/s .....  
.....

Sub: This office contract no..... Dated ..... placed on you for supply  
of .....

Ref: 1. Your letter no ..... dated ..... requesting DP extension  
2. This office letter no ... .. dated ..... intimating conditions for DP extension  
3. Your letter no ..... dated ..... accepting the conditions for DP extension

In your above letter under reference (1), you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning. The terms and conditions for extension of delivery period were conveyed to you vide this office letter under reference (2).

In view of the circumstances stated in your above referred letter, and upon your unconditional acceptance of the terms and conditions of this extension vide your letter under reference (3), the time of delivery is hereby extended from \_\_\_\_\_ (last delivery period) to \_\_\_\_\_ (presently agreed delivery period) on the terms and conditions in letter under reference (2) above and agreed by you vide letter under reference (3) i.e.:

- (a) Liquidated damages shall be levied in accordance with agreed clause 24&25 Section-III of terms and conditions of the tender/ PO.
- (b) Notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery/ completion of work shall be admissible on such of the said goods as are delivered after the said date as per clause 30.5 to 30.7 Section- III.
- (c) The prices during this extended delivery period shall be governed as per clauses 24.3 of Section-III and shall be finalized in accordance with current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no. -----) from the date of its opening, on whichever is lower basis.

The letters under reference above and this letter shall form part and parcel of agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,  
(.....)  
for and on behalf of.....

Copy to:

.....  
.....  
(All concerned)

## **ANNEXURE-IX**

### **E-TENDERING INSTRUCTIONS TO BIDDERS**

**Note:** -The instructions given below are ITI's e-tender portal centric and for e-tenders invited by GMTD, Cuttack only.

#### **General:**

These Instructions (for e-Tendering) are supplement Instructions to Bidders, as enclosed in Sec II of the Tender Document.

Submission of Bids only through online process is mandatory for this Tender. For conducting electronic tendering, GMTD, BSNL, Cuttack is using the portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI Limited, A Government of India Undertaking.

#### **1. Tender Bidding Methodology:**

Sealed Bid System – Single stage Two bid type– Using Three Envelopes,  
Financial bids & Technical bids shall be submitted by the bidder at the same time.

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

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System (ETS)
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS
6. Clarification to Tender Documents on ETS – Query to BSNL (Optional)  
– View response to queries posted by BSNL, through addenda.
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Technical-Part
9. Post-TOE Clarification on ETS (Optional) – Respond to BSNL's Post-TOE queries
10. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Financial-Part

(Only for Technical Responsive Bidders)

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

**Note 1:** It is advised that all the documents to be submitted (See clause 2 &10 of section II ) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

**Note 2:** While uploading the documents, it should be ensured that the file name should be the name of the document itself.

#### **3. Digital Certificates**

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

#### 4. Registration

The Tender document can be downloaded from the website: [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) and to be submitted in the e-format. Cost of Tender Document (in the form of DD/BC) and Bid Security/EMD (in the form of DD/BC/BG) (in original) have to be dropped in the tender box before the scheduled date and time of submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Intending bidders are requested to register themselves with M/s. ITI through [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

The tendering Authority of BSNL Odisha has decided to use the process of e-tendering for inviting this tender and thus the physical copy of the tender paper would not be sold.

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

Helpdesk	
Telephone/Mobile Nos.	<i>Mr Sanjib Mohapatra</i> <b>09937488749, 07377708585</b> [between 9:30 hrs to 18:00 hrs from 02 -08-2018 TO 23-08-2018]
E-mail ID	<a href="mailto:twhelpdesk404@gmail.com">twhelpdesk404@gmail.com</a>

BSNL Contact-1	
BSNL"s Contact Person	<b>AGM(CM),O/o GMTD,BSNL, Cuttack.</b>
Telephone/ Mobile	<b>0671-2367200, 9437032444</b> <b>[between 10:30 hrs to 17:30 hrs</b>
E-mail ID	<a href="mailto:sdecompctc@gmail.com">sdecompctc@gmail.com</a>

BSNL Contact-2	
BSNL"s Contact Person	DGM(NW-Plg-CFA) Rural, 1st floor, O/o GMTD, BSNL, Link Road, Cuttack.
Telephone/ Mobile	<b>0671-2522000, 9437288188</b> <b>[between 10:30 hrs to 17:30 hrs</b>
E-mail ID	<a href="mailto:dgmrcck@rediffmail.com">dgmrcck@rediffmail.com</a>

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

The entire bid-submission would be online on ETS.

## **6. Offline Submissions:**

The bidder is requested to submit the following documents offline in the tender box before **17:00 hrs of 23 / 08 / 2018** in a separate envelope (Envelope-A) :-

- (a) Original DD/BC towards the cost of tender paper.
- (b) Original DD/BC/BG towards Bid Security/EMD.
- (c) Original Power of attorney (If Applicable)

The bidder has to upload the scanned copy of the above documents during uploading of the bid in E-format .

## **7. Special Note on Security of Bids**

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

As part of the Electronic Encrypted functionality, the contents of both the Electronic Forms and the "Main-Bid" are securely encrypted using a Pass-word created by the server itself. The Pass-word is more difficult to break. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

## **8. Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for "Public Online Tender Opening Event (TOE)". Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure "Public Online Tender Opening Event (TOE)" has been implemented on ETS.

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

ETS has a unique facility of Online Comparison Chart which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled Minutes of Online Tender Opening Event (TOE) covering all important activities of Online Tender Opening Event (TOE). This is available to all participating bidders for Viewing/ Downloading.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.



## 9. Other Instructions.

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

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

The following “**FOUR KEY INSTRUCTIONS for BIDDERS**” must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your organizations concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS  
(There could be last minute problems due to internet timeout, breakdown, etc) While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.

### Minimum Requirements at Bidders end

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

## 10. Vendors Training Program

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

ITI Helpdesk	
Telephone/Mobile Nos.	Mr Sanjib Mohapatra <b>09937488749, 07377708585</b>
E-mail ID	<a href="mailto:twhelpdesk404@gmail.com">twhelpdesk404@gmail.com</a>

## SECTION-X

### Guidelines for taking action against vendors who default

As all concerned are aware that the BSNL being an artificial juristic person/ legal entity, does its business through the Directors/ below Board level Executives/ Officers, who exercise the powers vested in the company through appropriate delegation of powers made by the Board of Directors, in accordance with Company's Memorandum of Association and Articles of Association and the Indian Companies Act and other applicable Government instructions/ guidelines issued from time to time.

- 1.1 As part of business, the company enters into various kinds of Memorandum of Understanding (s) (MoUs)/ Agreement (s)/ Contracts (s)/ Tender(s)/ APO(s)/ PO(s) etc., or other types of arrangements with various person (s)/ Bidder (s)/ Entity (ies)/ Supplier(s)/ Vendor(s)/ Contractor(s) etc. as the case be. These Understanding(s) (MoUs)/ Agreements (s)/ Contract(s)/ Tender (s)/ APO(s)/ PO(s) etc., or other types of arrangements may pertain to any of the business activity(ies) of the Company e.g. Procurement/ purchase of Goods/AMC/ Materials/ Equipments/ Software/ Services of various types such as Value Added Services, Internet Data Centres, Call Centres, House Keeping and/ or Security Services etc.
- 1.2 All such activities in the company are administered/ managed by Business Heads in the Corporate Office; CGMs/ PGMs/ GMs and other Unit Heads of the field units, who are responsible for Administration/ Management of the particular activity, in the capacity of Risk Management Administrators (RMSs) as designated by the Board of Directors in the ERM Policy of the Company as the Nodal Officers, who are assisted by the Officer-in-charge of contract.
2. While strict adherence to the stipulations of each such contract is a pre-requisite, there are occasions, where deviations also take place. The respective Officer-in-charge of the Contract working under branch head (Nodal Officer), in whose jurisdiction a particular Agreement/ Understanding etc. falls, is expected to monitor the progress of implementation of the particular Agreement/ Understanding etc. to avoid a situation where BSNL stands to lose its strength in getting the best performance from any such contract.
3. Needless to reiterate that "Time is essence of each contract".
- 3.1 Therefore, for initiating action against any errant/ defaulting bidder/ vendor/ contractor it is required that details of the tender/ APO/ PO/ Contract are available with the respective nodal Heads in the Corporate Office; CGMs/ PGMs/ GMs and other Unit Heads of the field units who are assisted by the respective Officer-in-Charge of Contract and are responsible for Administration/ Management of the particular activity to substantiate or make it a fit case for taking action against any defaulting contractor/ supplier etc.
- 4.0 In case any default is committed by a bidder/ vendor/ contractor, effort need be made to notify him and give him chance to present his view point i.e. hear his side. Adequate opportunity of hearing should be given and the explanation, if tendered, should be considered before passing any order keeping in view the facts and circumstances of the case.
- 4.1 **In case his explanation is not found satisfactory then action need be taken to safeguard the interest of BSNL and prevent participation of fraudulent/ non-performing vendors to ensure smooth operations of our procurement process.**

**5.0 Different type of defaults committed by the vendors & actions to be taken thereof:**

The various types of defaults committed by the vendors and the actions to be taken are indicated in **Appendix-1** to Section 4A Chapter 4 of Procurement Manual.

**5.1 The actions against defaulting vendors can be broadly classified as:-**

- (i) Forfeiture of EMD/ SD/ PG;
- (ii) Termination of contract;
- (iii) Withdrawal of TSEC/ IA;
- (iv) Banning of business dealings.

**5.2 Banning of business with a defaulting vendor is warranted in case of**

- (i) breach of any contractual obligation;
- (ii) Detection of an offence involving moral turpitude in relation to business dealing; or
- (iii) An offence of malpractices, etc. which, if established, will warrant banning of business dealing.

**6.0 Implementation of the guidelines:**

6.1 The actions as given in column (C) for various defaults mentioned in column (B) of **Appendix-1** to section 4A of Chapter 4 will supersede all other provisions mentioned in the Procurement Manual 2012.

6.2 These guidelines shall be applicable for all telecom Units of BSNL. These may be followed by Civil, Electrical & Architectural Wing also wherever they are not in contravention of the provisions given in CPWD Manual.

6.3 After issue of business banning order,

- (a) In case any tender is under process of finalization then the offer/ bid of the debarred vendor shall be rejected summarily and necessary action shall be taken to finalize the tender (for full tendered quantity) with the remaining vendors.
- (b) In case APO had been issued, then the APO shall be cancelled and necessary action shall be taken to procure the tendered items/ material/ services (including L-1 quantity) from the remaining vendors.
- (c) In case PO/ WO had been issued, then the PO/ WO shall be cancelled and necessary action shall be taken as per relevant clause in **Appendix-1** to section 4A of Chapter-4.

6.4 The business banning order issued by any tender inviting/ approving authority will be effective for the area under his jurisdiction only.

6.4.1 However, if the tender inviting/ Approving authority finds that the defaulting vendor should be barred for business in the area of his controlling officer also, he shall send a self contained note, enclosing all relevant papers along with his recommendations to his controlling officer for further action at their end.

6.4.2 The controlling officer shall examine the case from the point of view that the default committed by the vendor justifies the action of his subordinate officer. If satisfied, controlling officer will examine whether the default committed by the vendor justifies banning in his area of operation also. In that case he will take action to implement the business banning order in his area of operation.

6.5 Any complaint which has been investigated by the CBI, Vigilance wing or any other Govt. investigating agency, on its own or as per the direction of the competent authority and it is found that there is a need to ban the vendor, the recommendation in this regard will be sent to the MM branch of the Circle/ BSNL corporate office through the Vigilance wing or the CVO BSNL, as the case may be, for further necessary action.

6.6 The Court cases arising out of the banning orders issued will be dealt by the tender inviting /approving authority (officer of his MM unit or any other officer nominated by tender inviting/ approving authority).

**7.0 Procedure for taking action against the defaulting vendor:**

The procedure to be followed listing steps to be taken before proceeding against the vendor is enclosed in **Annexure-1**. The required action shall be taken by the unit in which the default is committed/ noticed. The tender approving/ inviting authority will be the competent authority for approving the action as mentioned in **Appendix-1** to section 4A of Chapter 4.

**8.0 Revocation of Orders:**

8.1 A banning order passed for a specified period shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that a banning order passed on consideration for defaults at S. No. 2, 6 & 7 of Appendix-1 to section 4A of Chapter 4 and shall continue to remain in force until it is specifically revoked by concerned tender inviting/ approving authority or his controlling officer.

9.0 If a banning order has been issued by an SSA then the appeal against banning order shall lie with the CGM In charge of that Circle and if a banning order has been approved by a Circle then appeal against the banning order shall lie with CMD BSNL.

**10.0 Maintenance of Up-to-date List:**

Database in respect of all banned vendors, either banned by tender inviting / approving authority (TIA) in the SSA, Circle or pan India basis, shall be available on BSNL intranet portal.

10.1 Tender inviting authority while issuing orders for banning of business (and/ or its revocation) shall endorse a copy to GM (MM) of BSNL C.O. who will be responsible for updating/ maintaining the upto date list of banned vendors along-with the period and area of banning on BSNL intranet portal.

**11.0 Non Extension of Banning Orders to Allied/ Sister Concerns of a vendor:**

The fact that a vendor is an allied concern of a banned vendor should not be taken as a ground to prevent the allied/ sister concern of that vendor from participation in BSNL tenders.



## **ANNEXURE-1 to SECTION-X**

### **Sub: - Procedure to be followed for taking action against a vendor (in case of deficiency stated in Para 1 of Appendix-1, Section 4A Chapter 4):**

1. Vendor is found guilty of
    - (a) Submitting fake / forged Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee, EMD.
    - (b) Certificate for claiming exemption for the same and detection of default prior to award of APO.
  2. On noticing the default the executive in concerned unit inviting tender shall issue a letter (with the approval of tender approving authority) to the vendor asking him to explain his conduct on the noted default (Letter may be drafted using sample draft enclosed at Annexure-1A).
  3. On receipt of the written reply/ explanation of the vendor:
    - 3.1 If reply is found to be satisfactory by the tender approving authority, then it may drop the case.
    - 3.2 In case either the explanation is not found satisfactory by the tender approving authority or the vendor does not reply/ respond to the letter, a Notice asking reasons/ justifications for the misconduct shall be served on the vendor. Giving him 7 days time to respond (Notice may be drafted using sample draft enclosed at Annexure-1B (i) or 1B (ii), as applicable).
  4. On receipt of the written reply/ explanation stating reasons/ justifications for his misconduct of the vendor:
    - 4.1 If reasons/ justifications are found to be satisfactory by the tender approving authority then it may drop the case.
    - 4.2 If reasons/ justifications are not found acceptable by the tender approving authority then it will take necessary action to issue Business banning/ barring order. [Business banning/ barring order may be drafted using sample draft enclosed at Draft at Annexure-1C (i)]
  5. In the case the vendor does not reply/ respond to the notice, then the tender approving authority will take necessary action to issue Business banning / barring order. [Business banning/ barring order may be drafted using sample draft enclosed at Draft at Annexure-1C (ii).
- Note 1:-** In case of other defaults listed in Appendix-1, Section 4A Chapter 4, tender approving authority will take action in similar way as per above listed procedure.
- Note 2:-** The above penalties will be imposed provided it does not clash with the provision of the respective tender.
- Note 3:-** In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.

**ANNEXURE- 1A to SECTION-X**

Letter to vendor intimating deficiency & asking him to submit his reply  
(Sample Draft)

**Regd. AD**

**Bharat Sanchar Nigam Limited**  
(A Govt. Of India Enterprise)

o/o..... (State full postal Address)  
Tel. No..... Fax No..... E-mail: .....

To,  
M/s.....  
.....  
.....

No..... Dated.....

**Sub:** Deficiency in EMD and/ or tender fee received from you.

**Your Ref:-** Offer/ bid received against BSNL tender no.....opened on..... for procurement of.....

We find that:

- a) DD No. ....dated ..... drawn on ..... (Bank & Branch) received from you towards EMD and/ or tender fee along with your bid/ offer against the above mentioned tender is fake/ forged.
- b) This is based on the report received from ..... (Designation of officer) of ..... (Bank's name and address).

As a genuine bidder you are expected to submit a genuine bank instrument for EMD which you have not done.

Kindly explain your conduct in this regard and submit a written reply.

Your reply should reach the undersigned within 7 days of receipt of this letter or 15 days from the date of issue of this letter.

Yours sincerely,

Signature .....  
Name .....  
Designation: DGM .....

**Copy to:** - 2) O/c.

**ANNEXURE-1B (i) to SECTION-X**

Notice to vendor who has replied to the letter and his reply is not found satisfactory by the Tender Inviting/ Approving Authority (Sample Draft)

**Regd. AD**

**Bharat Sanchar Nigam Limited**

*(A Govt. Of India Enterprise)*

O/o..... (State full postal Address)  
Tel. No..... Fax No..... E-mail: .....

To,  
M/s.....  
.....

No..... Dated.....

**NOTICE**

**Sub:** Deficiency in EMD and/ or tender fee received from you.

**Your Ref.:** - 1) No.....dated..... from .....  
2) Offer/ bid received against BSNL tender no.....opened on..... for procurement of.....

We are in receipt of your above referred letter explaining the reasons for deficiency noted in DD submitted by you towards EMD and/ or tender fee against our tender No.....opened on.....

We find that the reasons furnished by you in your reply for submission of fake / forged DD are not acceptable.

It will be relevant to mention that submission of fake / forged DD indicates that you are not a trustable firm & invites penalty of banning of business dealing with your firm.

You are hereby given a notice to submit your written reply indicating any further reason/ justification for submission of fake/ forged DD.

Your reply should reach the undersigned within 7 days of receipt of this letter or 15 days from the date of issue of this letter, failing which we will be constrained to initiate action for banning of business dealing with your firm.

Yours sincerely,

Signature .....

Name .....

Designation: DGM .....

**Copy to:** - 2) O/c.

**ANNEXURE-1B (ii) to SECTION-X**

Letter to vendor who has not replied to the letter issued by the Tender Inviting/ Approving Authority asking him to submit his written reply (Sample Draft)

**Regd. AD**

**Bharat Sanchar Nigam Limited**

*(A Govt. Of India Enterprise)*

O/o..... (State full postal Address)

Tel. No..... Fax No..... E-mail: .....

To,  
M/s.....  
.....  
.....

No..... Dated.....

**NOTICE**

**Sub:** Deficiency in EMD and/ or tender fee received from you.

**Our Ref.:-** Letter no. .... Dated ..... From .....

**Your Ref.:** - 1) Offer/ bid received against BSNL tender no.....opened on..... for procurement of.....

Kindly refer to our above mentioned letter wherein we had asked you to explain your conduct on the deficiency noted by us in you offer/ bid.

We have not received any reply from you which implies that you accept the error intimated to you and you have nothing to submit /say on the matter.

Submission of fake /forged DD as EMD and or tender fee is a grave default from a responsible firm and invites serious penalties like banning of business dealing.

You are hereby given a notice to submit your written reply indicating any further reason/ justification for submission of fake /forged DD.

Your reply should reach the undersigned within 7 days of receipt of this letter or 15 days from the issue of this letter, failing which we will be constrained to initiate action for banning of business dealing with your firm.

Yours sincerely,

Signature .....

Name .....

Designation: DGM .....

**Copy to:** - 2) O/c.



**ANNEXURE-1C (i) to SECTION-X**

Business banning order to vendor for submission of fake/ forged DD towards EMD and or  
tender fee (in case written reply received against Notice is not acceptable)  
(Sample Draft)

**Regd. AD**

**Bharat Sanchar Nigam Limited**  
(A Govt. Of India Enterprise)

O/o..... (State full postal Address)  
Tel. No..... Fax No..... E-mail: .....

To,  
M/s.....  
.....  
.....

No..... Dated.....

**Sub:** Banning of business dealing with your firm.

**Your Ref:** 1) No.....dated..... from .....

2) Offer/ bid received against BSNL tender no.....opened on..... for  
procurement of.....

We are in receipt of your reply vide above mentioned letter in response to our Notice intimating  
deficiency in EMD and/ or tender fee received from you.

We find that the reasons/ justifications furnished by you in your reply for submission of fake / forged  
DD are not acceptable and warrant necessary action as per policy of BSNL.

I am directed to intimate that the competent authority has found the deficiency to be serious and  
thereby decided to ban business dealings with your firm for a period of three years which will be effective  
from.....(date) which may please be noted.

Yours sincerely,

Signature .....

Name .....

Designation: DGM .....

**Copy to: -**

- 1) O/c.
- 2) GM (MM), BSNL CO, New Delhi for infn.

**ANNEXURE-1 C (ii) to SECTION-X**

Business banning order to vendor for submission of fake/ forged DD towards EMD and or  
tender fee (in case written reply against Notice is not received)  
(Sample Draft)

**Regd. AD**

**Bharat Sanchar Nigam Limited**  
(A Govt. Of India Enterprise)

O/o..... (State full postal Address)  
Tel. No..... Fax No.....E-mail: .....

To,  
M/s.....  
.....  
.....

No..... Dated.....

**Sub:** Banning of business dealing with your firm.

**Our Ref.:-** Notice no. .... Dated ..... From .....

**Your Ref:** 1) Offer/ bid received against BSNL tender no.....opened on..... for  
procurement of.....

Kindly refer to our above mentioned Notice wherein we had asked you to submit your written reply  
indicating reason/ justification on the deficiency intimated to you in your offer/ bid.

We have not received any reply from you against our notice under reference which implies that you  
accept the default committed by you and you have nothing to say/ submit further.

I am directed to intimate that the competent authority has found the deficiency to be serious and  
thereby decided to ban business dealings with your firm for a period of three years which will be effective  
from.....(date) which may please be noted.

Yours sincerely,

Signature .....

Name .....

Designation: DGM .....

**Copy to: -**

- 1) O/c.
- 2) GM (MM), BSNL CO, New Delhi for information.



## Appendix-1 to Section-4 Part A of Chapter-4

### (Standard Tender Enquiry Document)

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing to <b>SECTION-XV</b> with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	<b>Note 1:-</b> However, in this case the performance guarantee if alright will not be forfeited.	
	<b>Note 2:-</b> 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.
	<i>(iv) If detection of default after issue of PO/ WO</i>	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.
	<b>Note 3:-</b> However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	<b>Note 4:-</b> No further supplies are to be accepted except that required to make the already supplied items work.	

2	<p>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 &amp; responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
3	<p>Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.</p>	<p>Forfeiture of EMD.</p>
4.1	<p>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.</p>	<p>i) Termination of PO/ WO.  ii) Under take purchase/ work at the risk &amp; cost of defaulting vendor.  iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
4.2	<p>Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.</p>	<p>i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable.  ii) Under take purchase/ work for balance quantity at the risk &amp; cost of defaulting vendor.  iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
5.1	<p>The Vendor does not perform satisfactory in the field in accordance with the specification &amp; scope of work mentioned in the PO/ WO/ Contract.</p>	<p>i) It will be regulated as per the penalty clause of the tender document  ii) Recover the excess penalty charges from the PG/SD &amp; outstanding bills of the defaulting vendors.</p>

5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD; OR</p> <p>ii) If the material is inducted in network &amp; 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</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	<p>Submission of claims to BSNL against a contract</p> <p>(a) for amount already paid by BSNL .</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p> <p>c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p> <p><b>Note 5:-</b> The claims may be submitted with or without collusion of BSNL Executive/ employees.</p> <p><b>Note 6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.</p>	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG &amp; SD etc. and by invoking ‘Set off’ clause 21 of Section 5 Part A or by any other legal tenable manner.</p> <p>ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>
7	<p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p> <p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) Tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p>	<p>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p> <p>( Continued from page 178)</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>

	e) Undertakes any action that affects/ endangers the security of India.	
8	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.	<ul style="list-style-type: none"> <li>i) Termination/ Short Closure of the PO/ WO.</li> <li>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</li> <li>iii) No further supplies are to be accepted except that required to make the already supplied items work.</li> <li>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).</li> <li>v) In case of turnkey projects, if the material is inducted in network &amp; 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)</li> </ul>

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