

O/o the General Manager Telecom District,
BERHAMPUR-760001
(A Govt. of India Enterprises)

O/o the General Manager Telecom District ,
BERHAMPUR-760001.

TENDER DOCUMENT

NAME OF WORK:-

SUPPLY OF 12V SMF BATTERIES FOR STARTING OF DG SETS INSTALLED AT TELEOCM SITES OF
BERHAMPUR SSA

Submission of e-Tender : Up to 12:00 Hrs of 10.12.2020

Date & time of opening of e-Tender (Tech Bid) : 12:00 Hrs of 11-12-2020

Price Rs.590 /-

Signature of the bidder with seal

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SECTION-I

O/o the General Manager Telecom District , BERHAMPUR-760001 (A Govt. of India Enterprises)		भारत संचार निगम लिमिटेड (भारत सरकार का उपक्रम) BHARAT SANCHAR NIGAM LIMITED (A Govt. of India Enterprise)
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NOTICE INVITING E-TENDER

Digitally sealed e-tenders on two bid system are invited by The General Manager Telecom District, BSNL, Berhampur from the registered firms/registered Companies/registered manufacturers/registered suppliers/authorized dealers who manufacture / supply the DG batteries for "SUPPLY OF 12V SMF BATTERIES FOR STARTING OF DG SETS INSTALLED AT TELECOM SITES OF BERHAMPUR TELECOM DISTRICT". The schedule of the e-tender are described below.

Table-A:

Item No.	Name of item	Tentative Qty	Estimated Cost	EMD
1	12 Volt 88AH SMF DG Battery	15 nos	Rs 5,00,000/-	Rs 10000/-
2	12 Volt 100AH SMF DG Battery	15nos		
3	12 Volt 130AH SMF DG Battery	15nos		
4	12 Volt 150AH SMF DG Battery	10nos		
5	12 Volt 180AH SMF DG Battery	5nos		

Table-B:

SL. No.	Items	Description and requirements
01	Tender Notice No.	NIT No.GC-23/ TENDER FOR PROCUREMENT OF DG BTY/2020-21/13 DATED.20-11-2020
02	Name of Work	SUPPLY OF 12V SMF BATTERIES FOR STARTING OF DG SETS INSTALLED AT TELECOM SITES OF BERHAMPUR TELECOM DISTRICT
03	Tender paper fee	Rs.590/-(Rupees Five Hundred Ninety) only (Non-refundable). The cost of tender paper should be submitted in shape of crossed DD/BC drawn after the date of publication of NIT on any Nationalized/Scheduled Bank in favour of " Accounts Officer (Cash), O/o GMTD, Berhampur " payable at Berhampur . The scanned copy of the above DD/BC towards cost of tender document should be uploaded in http://etender.gov.in/e procure/app or www.odisha.bsnl.co.in If the bidder is MSE registered, he should upload the self-attested photocopy of the certificate of registration with MSE for the tendered item in place of the scanned copy of DD/BC for availing exemption from submission of the cost of tender paper fee.
04	EMD/BID security	Earnest Money Deposit in shape of crossed DD/BC of an amount of Rs. 10,000/- (Rupees Ten thousand) only or as applicable, issued by any Nationalized/Scheduled Bank in favour of " Accounts Officer (Cash), O/o GMTD, Berhampur " payable at Berhampur. " payable at Berhampur should be submitted. The scanned copy of the above DD/BC towards EMD should be uploaded in http://etender.gov.in/e procure/app or www.odisha.bsnl.co.in.

		If the bidder is MSE registered, he should upload the self-attested photocopy of the certificate of registration with MSE for the tendered item in place of the scanned copy of DD/BC for availing exemption from submission of the Earnest Money Deposit.
05	Availability of Tender Document	Tender document can be downloaded from the website: http://etender.gov.in/eprocure/app or www.odisha.bsnl.co.in . As tenders are invited through e-tendering process, physical copy of the tender document would not be available for sale.
06	Time and date of E-submission of tender	Up to 12:00 hrs. of 10-12-2020
07	Time & Date of E-opening of Tender (Technical Bid Only)	12:00 hrs. of 11-12-2020
08	Minimum Validity of Tender offer	150 days from the date of opening of technical bid.
09	Duration of contract	One year from the date of award of contract with an option of extension for a further period of six months and maximum up to 12 months as per terms and conditions of the tender.
10	Eligibility of Bidders	The registered firms/registered Companies/registered manufacturers/registered suppliers/dealers who manufacture/supply the DG batteries (Necessary proof should be given). Valid authorized dealership certificate in case of dealer.
		PAN card & Income Tax return for the Assessment Year 2019-20 GST Registration certificate.
		Proof of supplying DG batteries to any Govt/PSU organization during last three financial years of minimum value Rs 1,50,000/- .
11	Rejection of Tender	The GMTD, Berhampur reserves the right to cancel/reject any or all the tenders without assigning any reasons thereof. He is not bound to accept the lowest tender bid. Incomplete, ambiguous and conditional tender bids liable to be rejected.

Table C

Name of the Bank and Branch	UNION BANK OF INDIA, Bada Bazar Branch
Accounts Name	A.O.(Cash), BSNL, O/o GMTD, Berhampur
Account Number	385801010170144
IFC Code	UBIN0538582
Address of the Bank	Big Bazar, Berhampur-1
MICR Code	760026002
Mail Id	Gmtdbf07@rediffmail.com
Telephone No	9437572939
In case of EMD in the from of TDR/PBG	Should be pledged in favour of A.O.(Cash) BSNL, O/o GMTD Berhampur with validity for a period of six months from the date of opening

Note-1: The closure time/date of downloading of tender document (by bidder) from the e-tender portal is 5 minutes before the last time/date of bid submission (i.e. the bidder can download the tender document from the e-tender portal <http://etender.gov.in/eprocure/app> or www.odisha.bsnl.co.in **up to 11:55 Hrs. of 10-12-2020.**

Note-2:Amendments, if any, to the tender documents will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Note-3: Intending bidders are requested to register themselves <http://etender.gov.in/eprocure/app> or www.odisha.bsnl.co.in for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

Note-4: BSNL has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

- 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 **Conference Hall, 2nd Floor, Telephone Bhaban, Berhampur-760001** where BSNL's Tender Opening Officers will conduct Public Online Tender Opening Event (TOE).
- 2). Incomplete, ambiguous and conditional tender bids liable to be rejected.
- 3). The GENERAL MANAGER TELECOM DISTRICT, BERHAMPUR reserves the right to accept or reject any or all tender bids without assigning any reason. The GENERAL MANAGER TELECOM DISTRICT, BERHAMPUR is not bound to accept the lowest tender.
- 4). Tender document can be downloaded from the <http://etender.gov.in/e procure/app> or www.odisha.bsnl.co.in.
- 5). The bidder shall furnish a declaration vide Annexure F 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 <http://etender.gov.in/e procure/app> or www.odisha.bsnl.co.in.
- 6). In case of any correction/addition/alteration/omission in the tender document, the tender bid shall be rejected summarily.
- 7). All statutory taxes as applicable shall be deducted at source before payment.

Note-5: Tender Information

- 1). Type of Tender: Single stage bidding with two bid (Technical Bid & Financial Bid) type e-tender.
- 2). Bid Validity Period/Validity of Bid offer for acceptance by BSNL: 150 days from the tender opening (technical bid) date.
- 3). Following scanned documents to be uploaded in the ITI portal.

S/N	Details of Documents to be scanned and uploaded in ITI tender portal.	Remarks Yes/No/NA
1	Self attested photo copy of A/c Payee Demand Draft / Banker's Cheque towards Cost of Tender Paper fee worth Rs.590/- (Rupees Five Hundred Ninety) only in favour of A.O(Cash), O/o GMTD, Berhampur payable at Berhampur. (If the bidder is MSE registered, he should upload the self attested photocopy of the certificate of registration with MSE for the tendered item in place of the scanned copy of DD/BC for availing exemption from submission of the cost of tender paper fee.)	
2	Self attested photo copy of A/c Payee Demand Draft / Banker's Cheque towards EMD/Bid security worth Rs. 10,000/- (Rupees Ten Thousand) only in favour of A.O(Cash), O/o GMTD, Berhampur ,payable at Berhampur. (If the bidder is MSE registered, he should upload the self-attested photocopy of the certificate of registration with MSE for the tendered item in place of the scanned copy of DD/BC for availing exemption from submission of Bid Security deposit /Earnest Money Deposit.)	
3	Self-Attested Photo copy of the Registration certificate of firms/Companies/Manufacturers/Authorized suppliers who manufacture/supply the DG batteries.	
4	Self-Attested Photo copy of the valid authorized dealership certificate in case of Dealer.	
5	Self Attested Photo copy of PAN Card .(In case of individual/proprietorship PAN should be in the Individual's name and in case of firm/company/manufacturer/partnership the PAN in firm's name.)	
6	Self-Attested Photo copy of Income Tax return for the Assessment Year 2019-20.	
7	Self-Attested Photo copy of GST Registration certificate.	
8	Self attested copy of the document to Proof for supplying DG batteries to any Govt/PSU organization during last three financial years of minimum value Rs 1,50,000/-.	
9	Self Attested Photo copy of authenticated partnership deed, in case of partnership firm and power of attorney to the representative of the firm to operate the tender.	
10	Self Attested Photo copy of "Power of Attorney" in case of person other than the bidder has signed the tender document.(Power of Attorney should be executed after the date of NIT)	
11	Declaration to be filled and signed under section-V.	
12	Section-VI Information about bidder duly filled with seal and signature	

13	Section-VII Bid form duly filled with seal and signature	
14	Section-IX Technical Bid duly filled with seal and signature	
15	Section-XI Undertaking & declaration duly filled with seal and signature	
16	Section-XII Declaration on clause by clause compliance duly filled with seal and signature	
17	Section-XIII Declaration of non tampering of tender document duly filled with seal and signature	
18	Section-XIV Declaration for downloading the tender document duly filled with seal and signature	
19	Section-XV Proforma for no near relative(s) certificate duly filled with seal and signature	
20	Tender document signed by the bidder on all pages with seal and should be uploaded.	
	Note-All the documents submitted with the bid should be self attested and uploaded.	

NB- a)THE TECHNICAL BID AND FINANCIAL BID ARE AVAILABLE AS EXCEL SHEET TEMPLATES ON E-TENDER PORTAL AND THE BIDDER IS TO PROPERLY AND CAREFULLY FILL UP THESE SHEETS BESIDES UPLOADING ALL DOCUMENTS AS ABOVE. b)For details, please visit website <http://etender.gov.in/e procure/app> or www.odisha.bsnl.co.in

CONCESSIONS TO MSE UNITS

- The guidelines, issued by Ministry of Micro, Small & Medium Enterprise (MSME), Government of India regarding concessions for Micro& Small Enterprise Units registered with District Industries Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation(NSIC) or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprise, have been considered by the BSNL and it has been decided that these units shall be allowed the following concessions.

1.1 Supply of Tender Documents

Tender documents to MSE registered Small Scale Industries shall be given free of cost. Before issue of such Tender documents free, they should be asked to submit **details of their registrations with MSE for the tendered item**. Their eligibility as per terms and conditions of the tender in question should also be examined and if they meet the conditions stipulated, they may be issued tender documents free of cost. **(In case of e-tendering the bidder should upload the self attested photocopy of the certificate of registration with MSE for the tendered item in place of the scanned copy of DD/BC for availing exemption from submission of the cost of tender paper fee).**

1.2 Exemption from payment of Bid Security deposit /Earnest Money Deposit

The MSE units registered with bodies as detailed in para 1 above shall be given exemption from payment of Bid Security deposit provided the tendered item is listed in the Registration Certificate of MSE.

- A proof regarding current registration with bodies as detailed in para 1 above for the tendered items will have to be attached along with the bid.
- The enlistment certificate issued by bodies as detailed in para 1 above should be current & valid on the date of opening of bid.
- (In case of e-tendering the bidder should upload the self attested photocopies of the certificates as described under (a) and (b) above in place of the scanned copy of DD/BC for availing exemption from submission of Bid Security deposit /Earnest Money Deposit).**

1.3 Reservation of Quantity

- 20 % of the Estimated Quantity /requirement in the tender shall be earmarked to be procured from MSEs provided their quoted price is within the band of L1+15%. Out of this quantity, a sub target of 4% is earmarked to be procured from SC/ST owned eligible MSEs. In case of non availability of SC/ST owned MSEs, this 4% quantity shall be offered to other MSEs.
- The participating MSEs in a tender, quoting price within the band of L1+15% are also be allowed to supply a portion of the requirement by bringing down their price to the L1 price arrived after tender evaluation. Such MSEs shall be ordered to supply up to 20 % of the total tendered value. In case of more than one such eligible MSE, the supply will be shared equally.
- In case a MSE happens to be L1, L2 etc, then it will be allotted tender quantity as envisaged in the tender.

1.4 Ordering of Quantity (Delivery Schedule)

The Purchase Order issued on MSE will be based upon its monthly turnover and / or the quantity stated in the questionnaire of the tender during bid submission.

1.5 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) MSE unit is required to submit its monthly delivery schedule.
- d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits 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.

1.6 Distribution of Quantity

- (i) The Purchaser intends to limit the number of technically and commercially responsive ONE bidder from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The distribution of the quantity shall be as given in Table 1 below.

Table 1(A) (Without provisions for MSE Units)

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)				
	L1	L2	L3	L4	L5 and so on
One bidder	100%	Nil	Nil	Nil	Nil

Table 1(B) (With provisions for MSE Units)

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)					Qty earmarked for MSE bidder(s) (Col. 3)
	L1	L2	L3	L4	L5 and so on	
One bidder	80%	Nil	Nil	Nil	Nil	20 %

Note 1(a):Table 1(B)shall be followed if the tender has provision for reservations for MSE units.

Note 1(b): In case of tenders like for Turnkey projects etc. where it is not feasible to award the work to more than one bidder, the provisions for MSEs shall not be made.

Note 2: If no eligible MSE bidders are available then aforesaid earmarked 20% quantity shall be de-reserved & the allotted quantity for other general bidders will be restored to 100% and distribution shall be as per Table -1(A) above.

Note 3: If L-1, L-2, L-3, etc happens to be MSE bidders then they will be given allotted quantity as per the applicable sub-column of column 2 of above table. In case, there are MSE bidders whose quoted price is within +15% of L-1 price then 20% reserved quantity shall be distributed amongst such MSE bidders.

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

Asst. General Manager(Planning)

O/o General Manager Telecom District,
Berhampur.

SECTION II**INSTRUCTIONS TO BIDDERS****A. INTRODUCTION****1. DEFINITIONS:**

- (a) **“The Tendering authority”** means **“THE GENERAL MANAGER TELECOM DISTRICT, BERHAMPUR”**.
- (b) **“The Bidder”** means the individual or firm who participates in this tender and submits its Bid.
- (c) **“The contractor”** means the individual or firm executing the work order under the Contract.
- (d) **“The Work Order”** means the order placed by the Tendering authority including all attachments and appendices thereto and all documents incorporated by reference therein on the contractor. The work order shall be deemed as “Contract” appearing in the document.
- (e) **“The Contract Price”** means the price payable to the contractor under the work order for the full and proper performance of its contractual obligations.
- (f) **“Acceptance testing”** is a process of testing of the works as per the specifications including requirement for use in BSNL network. Acceptance testing is carried out in simulated field environment and includes stability, reliability and environmental tests.

2. ELIGIBLE BIDDERS:

- i) The bidder should submit Tender Paper fee worth **Rs.590/-**(Rupees Five Hundred Ninety) & **EMD of Rs. 10,000/- (Rupees Ten thousand)** only in shape of DD / BC in favour of “Accounts Officer (Cash), O/o GMTD, Berhampur” payable at **Berhampur** from any Indian Scheduled/Nationalized Bank. Without any one or both of these the tender bid will be rejected outright at this stage. **If the bidder is MSE registered, he should upload the self-attested photocopy of the certificate of registration with MSE for the tendered item in place of the scanned copy of DD/BC for availing exemption from submission of the cost of tender paper fee and EMD/BID security.**
- ii) The bidder should be a registered firm/Registered Company/Registered Manufacturer/Registered supplier/Dealer who manufacture/supply the DG batteries against which necessary proof should be given. In case of Registered Dealer, valid Dealership certificate is to be submitted.
- iii) The bidder should have Income Tax PAN Number. In case of individual/proprietorship PAN should be in the Individual’s name and in case of Firm/Company/Manufacturer /Partnership firm the PAN should be in firm’s name and the bidder should have Income Tax return for the Assessment Year 2019-20. Self attested Photocopy of PAN card should be submitted.
- iv) The bidder should have GST Registration certificate.
- v) The bidder should submit Proof of document for supplying DG batteries to any Govt/PSU organization during last three financial years of minimum value **Rs 1,50,000/-**.
- vi) The bidder should submit an undertaking to the effect that none of their near relatives are working in BSNL as per the format in Section-XV.
- vii) In case of partnership firm, the bidder should have authenticated partnership deed and power of attorney (executed after the date of NIT) to the representative of the firm to operate the tender. The Original Power of Attorney is to be submitted, in case of person other than the bidder has signed the tender document and to operate the tender.
- viii) The bidder should duly fill and signed all the required annexures/sections/forms available in the tender document.

3. COST OF BIDDING:

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

B. THE BID DOCUMENTS:**4. BID DOCUMENTS:**

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) General (Commercial) Conditions of the Contract.
- d) Special Conditions of contract.
- e) Schedule of requirement, Technical specification and Declaration.
- f) Information about bidder and Bid form.
- g) Technical Bid and Financial Bid (Price schedule).
- h) Undertaking(s) and declaration(s).
- i) Performance Security Bond Form.
- j) Letter of authorization to attend Bid opening.
- k) Undertaking in respect of non-working of relatives in BSNL.
- l) Agreement format etc.

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.**

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 FAX/e-mail or 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 10 days of last date of the submission of 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 in the website(in case of e-tender) or intimated in writing or by e-mail(in case of open tender) to all prospective bidders on the address intimated at the time of purchase of bid document from the tendering authority and these amendments will be binding on them. The bidders downloading the tender document from website should intimate their mailing address, Tel no., Fax no. for intimation of amendments.

- 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(Planning), O/o-GMTD, Berhampur regarding amendments if any before uploading of the tender document.

C. PREPARATION OF BIDS:

7. DOCUMENTS COMPRISING THE BID:

It is a two-bid system and the bid prepared by the bidder shall comprise the following components:

- i) **TECHNICAL BID:** Technical bid shall comprise the following components:
- Documentary evidence established in accordance with Clause 2 and 10 of Section-II that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
 - Bid form (**Section-VII**) completed in accordance with Clause 8 of Section-II.
 - Bid Security furnished in accordance with Clause 11.
- ii) **FINANCIAL BID:** Financial bid shall comprise the completed "**PRICE SCHEDULE**" (**Section-X**) 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-V & Section-X** respectively.
- 9. BID PRICES:**
- 9.1 The bidder shall give the total composite price inclusive of all levies & taxes i.e. Sales Tax and Excise, packing, forwarding, freight and insurance charges etc. but **exclusive of GST**. GST, if any shall be paid as applicable. 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-X**. The offer shall be firm in Indian Rupees. **The Bidder should submit the price offer in the prescribed Price Schedule only. Information given at other places will not be considered. The bidder will write the make name in the cells and quote the rate.**
- 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.
- 9.4 "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

10. DOCUMENTS TO BE SUBMITTED ALONGWITH TENDER DOCUMENT:

- 10.1 The bidder shall furnish as part of its bid documents establishing the bidder's eligibility, the following documents:

S/N	Details of Documents to be scanned and uploaded in http://etender.gov.in/e procure/app or www.odisha.bsnl.co.in .
1	Self-attested photo copy of A/c Payee Demand Draft / Banker's Cheque towards Cost of Tender Paper fee worth Rs.590/-(Rupees Five Hundred Ninety) only in favour of A.O(Cash), O/o GMTD, Berhampur payable at Berhampur. (If the bidder is MSE registered, he should upload the self-attested photocopy of the certificate of registration with MSE for the tendered item in place of the scanned copy of DD/BC for availing exemption from submission of the cost of tender paper fee.)
2	Self-attested photo copy of A/c Payee Demand Draft / Banker's Cheque towards EMD/Bid security worth Rs. 10,000/- (Rupees Ten thousand) only in favour of A.O(Cash), O/o GMTD, Berhampur payable at Berhampur.(If the bidder is MSE registered, he should upload the self-attested photocopy of the certificate of registration with MSE for the tendered item in place of the scanned copy of DD/BC for availing exemption from submission of Bid Security deposit /Earnest Money Deposit.)
3	Self-Attested Photo copy of the Registration certificate of firms/Companies/Manufacturers/Authorized suppliers who manufacture/supply the DG batteries.
4	Self-Attested Photo copy of the valid authorized dealership certificate in case of Dealer.

5	Self Attested Photo copy of PAN Card .(In case of individual/proprietorship PAN should be in the Individual's name and in case of firm/company/manufacturer/partnership the PAN in firm's name.)
6	Self-Attested Photo copy of Income Tax return for the Assessment Year 2019-20.
7	Self Attested Photo copy of GST Registration certificate
8	Self attested copy of the document to Proof for supplying DG batteries to any Govt/PSU organization during last three financial years of minimum value Rs 1,50,000/-.
9	Self Attested Photo copy of authenticated partnership deed, in case of partnership firm and power of attorney to the representative of the firm to operate the tender.
10	Self Attested Photo copy of "Power of Attorney" in case of person other than the bidder has signed the tender document.(Power of Attorney should be executed after the date of NIT)
11	Declaration to be filled and signed under section-V.
12	Section-VI Information about bidder duly filled with seal and signature
13	Section-VII Bid form duly filled with seal and signature
14	Section-IX Technical Bid duly filled with seal and signature
15	Section-XI Undertaking & declaration duly filled with seal and signature
16	Section-XII Declaration on clause by clause compliance duly filled with seal and signature
17	Section-XIII Declaration of non tampering of tender document duly filled with seal and signature
18	Section-XIV Declaration for downloading the tender document duly filled with seal and signature
19	Section-XV Proforma for no near relative(s) certificate duly filled with seal and signature
20	Tender document signed by the bidder on all pages with seal and should be uploaded.
	Note- All the documents submitted with the bid should be self attested and uploaded.

- 10.2 All pages of the original Bid submitted in with Technical bid including blank pages with scoring except for un-amended printed literature shall be signed by the person or persons signing the Bid.
- 10.3 The copy of certificates issued by the competent authority duly Self Attested by the bidder.

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

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

11. **BID SECURITY:**

11.1

- i) EMD of Rs. **10,000/- (Rupees Ten thousand)** only, should be submitted in the form of an account payee Bank Draft/Banker's Cheque drawn on any Scheduled/Nationalized Bank payable at Bhubaneswar in favour of Accounts Officer (Cash), O/o GMTD, Odisha, **Berhampur, payable at Berhampur** . The EMD 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) The successful bidder's EMD will be discharged upon the bidders acceptance of the LOI and furnishing B.G. 10% of value of awarded work with validity up to two and half years. The General Manager Telecom District, Berhampur may ask to extend the BG if require for continuance of contract as deemed fit.
- iv) The EMD of the unsuccessful bidders will be discharged/returned as promptly as possible as but not later than 30 days after expiry of the period of bid validity.

- v) The EMD may be forfeited (a) if bidder withdraws his bid during the period of bid validity or (b) fails to sign the contract or (c) Non-submission of performance security.
 - vi) In case of (v) above, the bidder will not be eligible to participate in the tender for same work for one year from the date of issue of LOI. The bidder will not approach the court against the decision of GENERAL MANAGER TELECOM DISTRICT, BERHAMPUR in this regard.
- 11.2 The 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 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 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 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 28.2.
 - (c) 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.

12. PERIOD OF VALIDITY OF BIDS:

- 12.1 Bid shall remain valid for 150 days after the date of bid opening prescribed by the Tendering authority, pursuant to Clause 18.1. A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE TENDERING AUTHORITY AS NON-RESPONSIVE.
- 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 bid security provided under Clause 11 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. In such case(s), his/her bid shall be rejected without forfeiting the bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

13. i) POWER OF ATTORNEY: (TO BE EXECUTED AFTER THE DATE OF NIT)

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

ii) **FORMAT AND SIGNING OF BID:**

- a. 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.
- b. The over writing / erasures in the bid made by the bidder shall be signed by the person signing the bid.

14.1 **The Venue of E- bid Opening** will be: Conference Hall, 2nd Floor, Telephone Bhaban, Berhampur at **12:00 hrs. on the 11-12-2020.**

15. **SUBMISSION OF BIDS:**

Bids must be submitted online by the bidders not later than the specified date & time 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 of Section-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 (13:00 Hrs of 16-05-2018) 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 **12:00 hrs of 11-12-2020.**

D. **BID OPENING AND EVALUATION:**

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

18.1

- i. The bids will be opened in two stages. At **12:00** 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-VIII). 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 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 "Conference Hall, 2nd Floor, Telephone Bhaban, Berhampur" 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.
- 20.2 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 conforms, 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.
- 20.3 A bid, determined as substantially non-responsive will be rejected by the tendering authority and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity also the tendering authority shall not be bound to show the reasons/causes of rejection of the bid.
- 20.4 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:

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

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. Tendering authority may negotiate with L1 bidder only.

Bids will be evaluated as per total price (Inclusive of all taxes, duties etc.) after deducting the Cenvatable tax, if any, and the exchange price of old batteries .

22. CONTACTING THE TENDERING AUTHORITY:

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

F. AWARD OF CONTRACT:**23. AWARD OF CONTRACT:**

(1). The work will be awarded to the lowest and techno-commercially responsive successful bidder of financial bid.

(2). The tendering authority shall consider placement of orders for execute the work only on successful L1 bidder whose offer has been found technically, commercially and financially acceptable. The tendering authority reserves the right to counter offer price(s) against price(s) quoted by L1 bidder. All terms and conditions applicable to the L1 bidder are also equally applicable to the bidder/bidders, who will accept the counter offer for execution of work.

24. TENDERING AUTHORITY'S RIGHT TO VARY QUANTITIES:

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.

b) BSNL also reserves the right for placement of additional order up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of 12 months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing bidders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.

c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies or services from the existing bidders, the tendering authority 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 12 months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing bidders 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.

25. VALIDITY OF CONTRACT

The contract shall normally be valid for one year from the date of signing of the agreement with an option of extension for a further period of six months subject to a maximum of twelve months as per terms and conditions of the tender taking fall clause of tender document into consideration.

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):

The issue of an LOI shall constitute the intention of the Tendering authority to enter into the contract with the bidder. The bidder shall within 14 days of issue of the LOI give his unconditional acceptance to the terms & conditions of tender in writing along with performance security **10%** of value of awarded work in conformity with **Section-XVI** 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 only after production of original documents for verification.

28.2 Upon the successful bidder furnishing the performance security pursuant to Clause 27, the tendering authority shall discharge its bid security, pursuant to clause 11.

29. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 27 shall constitute sufficient ground for the annulment of the award and forfeiture of the 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:

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

- 31** While all the conditions specified in the Bid Documents are critical and are to be complied. Special attention of bidder is invited to the following clauses of the bid document, non-compliance of any one of which shall result in outright rejection of the bid.
- i. Clause 14.1 of Section II-The bids will be recorded/ returned unopened, if covers are not properly sealed with "Personal seal" of the bidder.
 - ii. Clause 11.1 & 12.1 of Section II- The bids will be rejected at opening stage if bid security is not submitted as per Clauses 11.1 or 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-X: 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 it's/ 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 issue of work order against instant tender.
- 32.** Tendering authority reserves the right to disqualify the bidder for suitable period who habitually failed to complete the work in time. Further, the bidders whose works do not perform satisfactorily in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the tendering authority.
- 33.** Tendering authority reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
- 34.** 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 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.....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."

Section-II(A)
E-tendering Instructions to Bidders

Note:-The instructions given below are ITI's e-tender portal centric and for e-tenders invited by CMTS unit of Odisha Circle only.

General

These Instructions (for e-Tendering) supplement „Instruction 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, CMTS unit, BSNL, Odisha Telecom Circle, Bhubaneswar is using the portal <http://etender.gov.in/eprocure/app> or www.odisha.bsnl.co.in a Government of India Undertaking.

1. Tender Bidding Methodology:

Sealed Bid System – Single stage two bid type e-tender– 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&5 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: <http://etender.gov.in/eprocure/app> or www.odisha.bsnl.co.in and to be submitted in the e-format. Physical copy of the tender would not be sold. 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 <http://etender.gov.in/eprocure/app> or www.odisha.bsnl.co.in for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

Note: After successful submission of Registration details and Vendor Registration fee and processing fee (as applicable).

Help Desk:

BSNL Contact-1	Shri S.B. Pradhan, AGM(Planning),O/o GMTD Berhampur , Tel No-0680-2220300, Mobile 9437963777 between 10.30 hrs to 17.00 hrs from 21.11.2020 to 09.12.2020. Email:agmagmtbber@gmail.com
BSNL Contact-2	Smt Mili Rani Behera,JTO(Planning), O/o GMTD BSNL Berhampur Mob no:8763129566 between 10.30 hrs to 17.00 hrs from 20.11.2020 to 09.12.2020. Email ID: milibsn123@gmail.com

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

The entire bid-submission would be online on ETS. Broad outline of submissions are as follows:

6. **Offline Submissions:**

The bidder is requested to submit the following documents offline in the tender box provided in the chamber of AGM(Planning), O/o GENERAL MANAGER TELECOM DISTRCT, BERHAMPUR-760001 before 12:00 Hrs. of 10-12-2020.

- (a)Original DD/BC towards the cost of tender paper.
- (b)Original DD/BC 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 enhances 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 <http://etender.gov.in/eprocure/app> or www.odisha.bsnl.co.in

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 organization's 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 follow <http://etender.gov.in/eprocure/app> or www.odisha.bsnl.co.in personnel given in clause 4 of Section II(A), for any type of training/help, which they may require while uploading the bids.

SECTION – III**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT****1. APPLICATION:**

The General Conditions shall apply in contracts made by the BSNL for procurement of goods.

2. STANDARDS:

The goods supplied provided under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Section-V.

3. PATENT RIGHTS

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

4. PERFORMANCE SECURITY

- 4.1.1 1. All suppliers including Small Scale Units who are registered with the National Small Scale Industries Corporation under single point registration shall furnish performance security to the purchaser for an amount equal to **10%** of the contract value within 14 days from the date of issue of Advance Purchase Order.
2. Firms registered with NSIC should furnish monthly turn over in support of their claims for meeting the delivery schedule duly certified by NSIC within 14 days positively from the date of issue of APO.
3. In the event of non-submission of PBG within stipulated period the claim of vendor will be cancelled along with forfeiture of Bid Security.
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 4.3 The performance security shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in 'Section-XVI' of this Bid Document shall be valid for a period of **3 years**.
- 4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any Warranty obligations under the contract.

5 INSPECTION AND TESTS

5.1 The Purchaser or his representative shall have the right to inspect and test the goods as per prescribed technical specifications for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier, all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the BSNL executives at no charge to the purchaser.

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

5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the materials on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any material or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.

5.4 If any material or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the BSNL shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective materials good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding 15 days of the initial report. These replacements shall be made by the supplier free of all charges at site. Should he fail to do so within this time, the purchaser reserves his right to reject and replace the defective materials at the cost of the supplier, the whole or any portion of materials as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

5.5 When the performance tests called for have been successfully carried out, the inspector/ultimate consignee will forthwith issue a Taking over Certificate. The inspector/ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the materials which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding one month. The 'Taking over Certificate' shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking over Certificate".

5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

6. DELIVERY OF GOODS AND DOCUMENTS

6.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the materials shall be to the ultimate consignee as given in the purchase order.

6.2 The delivery of the goods and documents shall commence immediately on placement of purchase order on vender and be completed within Schedule Delivery period. The details delivery schedule will be given in Purchase order.

7. TRAINING (Not Applicable)

7.1 The bidder shall provide training for installation and maintenance staff of the purchaser free of cost where required.

7.2 The bidder shall specify in its bid the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training.

7.3 The bidder shall provide all training material and documents.

7.4 Conduct of training of the purchaser's personnel shall be at the suppliers' plant and/or on-site in assembly start-up operation, maintenance and/or repair of the supplied goods.

8. INCIDENTAL SERVICES

The supplier 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;
- (b) Furnishing of tools required for assembly and/or maintenance of supplied Goods;
- (c) Performance of supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties provided that this service shall not relieve the supplier of any warranty obligations under this contract.

9. SPARES (NOT APPLICABLE)

9.1 The supplier shall be required to provide a list of the following material and notifications pertaining to spare parts manufactured or distributed by the supplier of spares including cost and quantity considered for arriving at the price of spares in Sec-II clause 9.

- (a) Such spare parts as the purchaser may elect to purchase from the supplier provided that such purchase shall not relieve the supplier of any warranty obligation under the contract.
- (b) In the event of termination of production of the spare parts, the supplier shall:
 - (i) give advance notification to the purchaser pending termination (not less than 2 years), in sufficient time to enable the purchaser to procure life time spare; and
 - (ii) following such advance intimation of termination, furnish at no cost to the purchaser, the blue prints, drawings and specifications of spare parts, if and when requested.

9.2 .Over a period of three years starting from the date of final acceptance, the supplier shall supply, at its own cost, all necessary spares which have not been included in the offer as part of the requirement. These spares should be supplied within a maximum period of 30 days from the notification by the purchaser of its need.

10. GUARANTEE/WARRANTY

10.1 The supplier shall warrant that the stores to be supplied shall be new and 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 ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/ or otherwise and shall remedy such defects at its own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for/ and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) **24 months** after the stores have been taken over under clause 5.5 above

10.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of 24 months, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

10.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

11. PAYMENT TERMS

Payment of **100 %** of the price shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.

- (a) Invoice clearly indicating break up details of composite price i.e. Basic, E.D., Sales Tax, any other Duties and Taxes, Freight/Packing Charges, GST etc.
- (b) Acknowledged Delivery Challan in original.
- (c) Original Warranty/guarantee certificates/Cards for the supplied batteries.
- (d) Excise gate pass / invoice or equivalent document, if applicable.
- (e) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if applicable.
- (f) Proof of payment of Octroi/ entry tax etc., if applicable.
- (g) Certificate of Concerned field officers with countersignature of Concerned AGM regarding receipt of the material as per specification and in good condition along with stock entry in respective stock register or ERP.

Note: - If the supplier fails to furnish necessary supporting documents i.e. excise/Customs invoices etc. in respect of the Duties/taxes which are CENVAT-able, the amount pertaining to such Duties/Taxes will be withhold from the payment due to the firm.

11.2 The balance payment shall be released within 6 months from the date of supply of the equipment in case there are no damage/shortages. In those cases where such shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O. **(This clause is not applicable)**

11.2.1 100% Payment (in place of Payment % specified in clause 11.1 above) may be made on delivery, provided that an additional Bank Guarantee for an amount equal to Balance Payment % of the value of supplies [specified in clause 11.2 above] valid for a minimum period of seven months is furnished by the supplier along with an undertaking that the equipment/stores supplied shall be free from damages/shortages. In

case purchaser intimates shortages/ damages in received stores to the supplier in writing, the Bank Guarantee shall be extended without fail by the supplier for a suitable period as requested by the purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank Guarantee shall be accepted at Circle Head Quarter and shall be released only after the cases are settled in accordance with the provisions available in the Purchase Order/ Tender document.

Note: The actual payment conditions for new products or procurements having installation and AMC services may be decided on case to case basis and incorporated in special conditions of the contract.”

- 11.3. Form C and also a certificate stating that the tendered item (stores) are meant for the use of BSNL shall be provided by the purchaser on the request of the bidder as and when asked for.
- 11.4. No payment will be made for goods rejected at the site on testing.
- 11.5. 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.):

12.0 PRICES:

- i) Prices charged by the Supplier for Goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.
- ii.
 - (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 this 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.
- iii) Any increase in taxes and other statutory duties/levies after the expiry of scheduled 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.
- iv) Prices offered to other than L1 bidder shall not exceed the L1 price.

13. SUBCONTRACTS: No subcontract is permissible under this contract.

14. DELAYS IN THE SUPPLIER'S PERFORMANCE

14.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the delivery of goods and services is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either to short close /cancels this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance-unsupplied item at the risk and cost of the defaulting vendors.

14.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:

- a) Forfeiture of its performance security,
- b) Imposition of liquidated damages and/or
- c) Short closure of the contract in part or full and termination of the contract for default.

15 LIQUIDATED DAMAGES

15.1 The date of delivery of the equipments stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 15.2 below. However, when supply is made within 21 days of the contracted original delivery period, the consignee may accept the stores and in such cases the provision of clause 15.2 will not apply.

15.2

(i) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another (10)TEN weeks of delay.

(ii) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration.

(iii) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied upto 20 weeks only as per provision at para (i).

15.3 In cases where the scheduled delivery period is distributed month-wise or is in installments, the liquidated damages shall be imposed for delay in each scheduled month/ installment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/ installment and the corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/ installment but there is delay in month-wise/ installment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/ installments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ installment.

16. FORCE MAJEURE

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

16.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

17 TERMINATION FOR DEFAULT

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

- a) if the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15;
 - b) if the supplier fails to perform any other obligation(s) under the Contract; and
 - c) if the supplier, in either of the above circumstances, does not remedy his 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.
- 17.2 In the event the purchaser terminates the contract in whole or in part pursuant to para 18 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

18. 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.

19. ARBITRATION

- 19.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CGM Telecom, BSNL Odisha Circle, Bhubaneswar-751009 or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CGM Telecom, BSNL Odisha Circle, Bhubaneswar-751009 or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CGM Telecom, Odisha Circle, Bhubaneswar-751009 or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGM Telecom, BSNL Odisha Circle, Bhubaneswar-751009 or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGM Telecom, BSNL Telecom District, Berhampur-760001 or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 19.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 19.3 The venue of the arbitration shall be the office of the CGM Telecom, BSNL Odisha Circle, Bhubaneswar-751009 or such other places as the arbitrator may decide.

20 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.

21 DETAILS OF THE PRODUCT

The bidder should furnish the name of his collaborator (if applicable), brand name, model no. and type of the products offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

22 FALL CLAUSE

22.1 The prices once fixed will remain valid during the contract period.

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

(b) The prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract.

22.2 The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.

22.3 (a) The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/organization including Department of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period."

(b) In case under taking as in Clause 22.3(a) is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

23. Court Jurisdiction:

(i) Any dispute arising out of the tender/bid document/evaluation of bids/issue of APO shall be subject to jurisdiction of the competent court at the place from where the NIT/tender has been issued.

(ii) 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 has been issued. Accordingly, a stipulation shall be made in the contract as under:

'This Contract/PO is subject to jurisdiction of Court at Berhampur only'

SECTION - IV**SPECIAL CONDITIONS OF CONTRACT**

1. The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section II and "General (Commercial) Conditions of the Contract" as contained in Section III and wherever there is a conflict, the conditions indicated herein shall prevail over those in Section II and Section III.
2. (i) The bank guarantee for bid security or NSIC certificate for claiming exemption from submission of bank guarantee against bid security, as prescribed in clauses 12.1 & 12.3 of Section II of the bid document, Cost of Bid Document in the form of DD, attested hard copies/scanned copies(in case of e-tender) of eligible documents as mentioned in clause 2 of Section II, Power of Attorney duly notarized in original and downloaded tender document signed in all pages shall be submitted/uploaded before closing Hrs of the day of bid opening in a separate cover. The bank guarantee so submitted shall be as per the format given in Section XVI on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the Bank with its detailed address, telephone number and FAX number. This cover should be super scribed as "BID SECURITY AND ELIGIBLE DOCUMENTS FOR TENDER No "....."issued on dt
- a. In case where the documents are not submitted in the manner prescribed under clause 2 above, the bid will be rejected.
3. The date fixed for opening of bids , if subsequently declared as holiday by BSNL of India, 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 and venue remaining unaltered.
- 4.The Small scale industries registered with National Small Scale Industries Corporation (NSIC) for the tendered item under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit their latest valid NSIC certificates and documents in respect of their monetary limit and financial capability duly certified by NSIC.
6. The Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser. Further, the suppliers whose equipment/item do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.
7. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
8. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
9. Any clarification issued by BSNL in response to query raised by the prospective bidders shall form an integral part of the bid documents and it may amount to an amendment of relevant clauses of the bid documents.
10. The bidders , who are given purchase orders, must give the details of the supplies made against all the purchase orders every month on the first working day of the following month to the SDE Planning, O/o-GMTD, Berhampur, Telephone Bhaban, Berhampur-760001.
11. The near relatives of all BSNL Employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The near relatives for the purpose are defined as:-
 - (i) Members of a Hindu Undivided family
 - (ii) They are husband and wife
 - (iii) The one is related to other in the manner as father, mother, son(s) & son's wife(daughter- in- law), Daughter(s) & daughter's husband (son- in- law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).
12. The company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is (are) posted. The bidder should give a certificate that none of his /her such near relative is working in

Berhampur Telecom District. In case of proprietorship firm certificate should be given by the proprietor, for partnership firm certificate should be given by all the partners, and in case of limited company by all the Directors of the company excluding Government of India/Financial Institution nominees and independent non official part time directors appointed by Government of India or Governor of the State . Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage when it is so noticed. BSNL will not pay any damage to the company or firm or the concerned person. The company or the firm or the concerned person will also be debarred for further participation in tender/work in Berhampur Telecom District, Berhampur.

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

SECTION –V
SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

This tender provides for Supply of 12V SMF batteries for starting of DG sets installed at Telecom sites in Berhampur SSA.

(Capacity of DG sets : 15 KVA upto 625 KVA)

Details of DG sets available in Berhampur SSA are any of the following types.

Sl.No.	Diesel Generator Particulars	
	Make	Capacity
1	ASHOK LEYLANDS	15KVA
2	CUMMINS	625KVA
3	ESCORTS	15KVA,30 KVA
4	GREAVES	30KVA,62.5KVA
5	KIRLOSKAR	15KVA, 30KVA, 62.5KVA
6	MAHINDRA	15KVA,20KVA,30 KVA
		Etc. etc.

Vendors responsibilities:-

- 1) To ensure that the batteries supplied by the vendor shall be compatible for the existing DG Sets.
- 2) The Supplier at his own cost shall arrange for supply of the batteries at the Consignee Address.
- 3) **Warranty-2 years from the date of Receipt at the Consignee Address.**
- 4) The Supplier should use genuine components, in case for replacement during warranty period.
- 5) The supplier shall supply the batteries as and when required by BSNL during the Tender validity period.
- 6) Batteries are to be supplied in factory charged condition.
- 7) Warranty / Guarantee Certificate for Batteries should be submitted.

Schedule of requirements-The batteries will be delivered to concerned field officers. The concerned field officer will be the Consignee.

NB- The old batteries are to be transported by the vendor from BSNL premises to his premises. These quantities given above are tentative and may vary at the time of placement of order as per need of field units.

TECHNICAL SPECIFICATIONS:-

GENERIC SPECIFICATIONS OF DG STARTING BATTERIES.

A. Battery Specification

1. 12 Volts SMF batteries capable of driving / cranking 10 – 625 KVA DG set of all makes, Fully charged battery should be able to give minimum of five cranking.
2. No periodic topping up and specific gravity checking is required
3. Wide operating temperature range between – 18 Deg C to + 55 Deg C
4. The battery should have **two years warranty.**
5. **The comparable models available in the market: Exide make, 12V, 88AH, XP-880 model DG Battery.**

DECLARATION

To

The GMTD,
BSNL Berhampur

Sir,

Sub: Tender for Supply of 12V SMF batteries for starting of DG sets installed at Telecom Sites of Berhampur SSA – Reg.

Ref: Your Tender Notification no.dated

In response to your notification inviting tenders for Supply of 12V SMF batteries for starting of DG sets installed at **Telecom Sites of Berhampur SSA**, I / We hereby enclose our offer.

I / We hereby declare that I /We have gone through the specifications, terms and conditions stipulated in the tender document and agreed to abide by the same in the event of acceptance of my / our offer.

I / We also certified that the items quoted in the tender bid conform to the specifications mentioned in section-v of this tender

Thanking you,

Yours faithfully

(Signature of Bidder with Seal)

Date :

SECTION-VI
INFORMATION ABOUT BIDDERS

(To be filled in and submitted by the bidder)

S. No.	Description	Details-to be furnished by Bidders
1.	Name of the Firm	
2.	Address for correspondence	
3.	Telephone No Fax No Cell No Email id:	
4.	Address of place of Works/ Manufacture	
5.	Telephone No Fax No Cell No	
6.	QA address with Telephone & Fax Number	
7	Firm Type: Proprietor-ship / Partnership Firm/ Private Limited company	
8	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):	
9	Income Tax PAN No.	
10	GST Registration No.	

Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

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

Place.....
Date

Signature.....
Name.....

Date

Name.....

Issued to.....

Signature of bidder

SECTION-VII
BID FORM

Tender No.

Dated.

To

The GMTD,
BSNL Berhampur

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 work/supply the items----- in conformity with the said drawings, 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.
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 Authorized Signatory.....

In Capacity of

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

Witness:

Signature.....

Address.....

SECTION-VIII
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To

The GMTD ,
BSNL Berhampur

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 recovered.

SECTION-IX
TECHNICAL BID/Check List

S/N	Details of Documents to be scanned and uploaded in ITI tender portal.	uploaded Yes/No/NA
1	Self attested photo copy of A/c Payee Demand Draft / Banker's Cheque towards Cost of Tender Paper fee worth Rs.590/- (Rupees Five Hundred Ninety) only in favour of AO (Cash), O/o the GMTD , BSNL, Berhampur payable at Berhampur. (If the bidder is MSE registered, he should upload the self attested photocopy of the certificate of registration with MSE for the tendered item in place of the scanned copy of DD/BC for availing exemption from submission of the cost of tender paper)	
2	Self attested photo copy of A/c Payee Demand Draft / Banker's Cheque towards EMD/Bid security worth Rs. 10,000/- (Rupees Ten thousand) only in favour of AO (Cash), O/o the GMTD , BSNL Berhampur payable at Berhampur (If the bidder is MSE registered, he should upload the self-attested photocopy of the certificate of registration with MSE for the tendered item in place of the scanned copy of DD/BC for availing exemption from submission of the Bid Security deposit /Earnest Money Deposit.)	
3	Self-Attested Photo copy of the Registration certificate of firms/Companies/Manufacturers/Authorized suppliers who manufacture/supply the DG batteries.	
4	Self-Attested Photo copy of the valid authorized dealership certificate in case of Dealer.	
5	Self Attested Photo copy of PAN Card .(In case of individual/proprietorship PAN should be in the Individual's name and in case of firm/company/manufacturer/partnership the PAN in firm's name.)	
6	Self-Attested Photo copy of Income Tax return for the Assessment Year 2019-20.	
7	Self-Attested Photo copy of GST Registration certificate	
8	Self-Attested copy of the document to Proof for supplying DG batteries to any Govt/PSU organization during last three financial years of minimum value Rs 1,50,000/- .	
9	Self-Attested Photo copy of authenticated partnership deed, in case of partnership firm and power of attorney to the representative of the firm to operate the tender.	
10	Self-Attested Photo copy of "Power of Attorney" in case of person other than the bidder has signed the tender document. (Power of Attorney should be executed after the date of NIT)	
11	Declaration to be filled and signed under section-V.	
12	Section-VI Information about bidder duly filled with seal and signature	
13	Section-VII Bid form duly filled with seal and signature	
14	Section-IX Technical Bid duly filled with seal and signature	
15	Section-XI Undertaking & declaration duly filled with seal and signature	
16	Section-XII Declaration on clause by clause compliance duly filled with seal and signature	
17	Section-XIII Declaration of non tampering of tender document duly filled with seal and signature	
18	Section-XIV Declaration for downloading the tender document duly filled with seal and signature	
19	Section-XV Proforma for no near relative(s) certificate duly filled with seal and signature	
20	Tender document signed by the bidder on all pages with seal and should be uploaded.	
	Note- All the documents submitted with the bid should be self attested and uploaded.	

Signature of bidder with seal

SECTION-X
FINANCIAL BID (PRICE SCHEDULE / RATE SHEET)

Sl No.	Name of the item	Approx. Quantity(nos)	Unit price including all duties & taxes , but excluding GST		GST		Unit price including all duties & taxes including GST	Unit buy back price of old battery in Rs	Net Unit Price in exchange of old battery in Rs [F-G]		TOTAL
			Make	[D] Rate (Rs)	%	[E] Amount			In Figures	In Words	
[A]	[B]	[C]	[D]		[E]		[F]=[D+E]	[G]	[H]= [F-G]		[I] = C * H
1	12 Volt 88AH SMF DG Battery(without Buyback)	15 nos						NA	In Figures	In Words	In Figures
	12 Volt 88AH SMF DG Battery(with Buyback)										
2	12 Volt 100AH SMF DG Battery(without Buyback)	15nos						NA			
	12 Volt 100AH SMF DG Battery(with Buyback)										
3	12 Volt 130AH SMF DG Battery (without Buyback)	15nos						NA	In Figures	In Words	In Figures
	12 Volt 130AH SMF DG Battery(with Buyback)										
4	12 Volt 150AH SMF DG Battery(Without Buyback)	10nos						NA			
	12 Volt 150AH SMF DG Battery(With Buyback)										
5	12 Volt 180AH SMF DG Battery(Without Buyback)	5nos						NA	In Figures	In Words	In Figures
	12 Volt 180AH SMF DG Battery(With Buyback)										

Note: i) The Bidder should submit the price offer in the prescribed Price Schedule only. Information given at other places will not be considered.

SECTION-XI

UNDERTAKING & DECLARATION

I,(authorized signatory), 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 anything found false and/or incorrect and/or any suppression of fact is detected at any time, tender will be terminated and EMD/SD/Bills pending with company will stand forfeited to BSNL and the contractor will be debarred from participation of any tender of this company in future.

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

Signature of Bidder
along with date & Seal

Section-XII

DECLARATION ON CLAUSE BY CLAUSE COMPLIANCE

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

Place :

Signature of the Bidder:-

Date

Name of the Bidder :-

Section-XIII

Declaration of Non-tampering of tender document

I ,.....(authorized signatory) hereby declare that the tender document submitted has been obtained from the office of General Manager Telecom District, Berhampur / downloaded from the website “ <http://etender.gov.in/eprocure/app> or www.odisha.bsnl.co.in 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.....

Section-XIV
Declaration for Downloading the tender Document.

"I (Authorized signatory) hereby declare that the tender document submitted has been downloaded from the website <http://etender.gov.in/eprocure/app> or www.odisha.bsnl.co.in. No addition/deletion/correction has been made in the proforma downloaded. I also declare that I have enclosed a DD/BC 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.

Date:

Place:

Signature of Bidder

Name of Bidder

Along with date & Seal

SECTION-XV

PROFORMA FOR NO NEAR RELATIVES CERTIFICATE 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.

SECTION-XVI

PERFORMANCE SECURITY GUARANTEE (BOND FORM)

In consideration of the CMD,Bharat Sanchar Nigam Ltd having agreed to exempt [hereinafter called the "Contractor(s) "] from the demand, under the terms and conditions of an agreement/Purchaser Order) No. Dated..... made between and for for the supply of (hereinafter called the "the said agreement"), of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for we, (Name of the Bank) (hereinafter referred to as "the Bank") at the request of (contractor(s) do hereby undertake to pay to the BSNL an amount not exceeding against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL by reason or any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (Name of 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 he 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 contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the contractor (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

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / suppliers 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 contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We (name of 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 (office /BSNL) Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(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 **3 YEARS** from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (name of 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 contractor(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 contractor(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 Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s).

7. We (Name of the Bank) Lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the Date

For

(Indicate the name of the Bank)

SECTION-XVII
AGREEMENT format (sample copy)

AGREEMENT made on thisbetween the General Manager Telecom District, Berhampur for and on behalf of BSNL, (which expression shall unless executed by or repugnant to the context include his successors and assignees) on one part andherein after called the “contractor” (which terms shall include their heirs, executors, successors and assignees) on the other part.

Where as in response to the Tender Notice No.....issued by General Manager Telecom District, Berhampur andhas been declared successful bidder for the work.

Whereas this office is desirous of getting executed work of : includes The contractor has offered to enter into a contract with the BSNL for the said work as per the terms and conditions specified under the CONDITIONS OF CONTRACT in accordance with the CONSTRUCTION SPECIFICATION, at the rates mentioned in the **ANNEXURE-I**.

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

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

NAME OF WORK	P.S.D.DETAILS

SIGNED & DELIVERED ON
BEHALF OF CONTRACTOR

SIGNED & DELIVERED
ON BEHALF OF BSNL

ADDRESS OF CONTRACTOR

PRESENT	PERMANENT
---------	-----------

IN PRESENCE OF

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