

E-TENDER DOCUMENT FOR SUPPLY OF GARDEN UMBRELLA WITH STAND & CANOPY /18-19
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
2nd Floor, BSNL Bhawan, Unit-II, Ashok Nagar, Bhubaneswar-9

From
 GM-CM, BSNL, Odisha Circle
 2nd Floor, BSNL Bhawan, Unit-II, Ashok Nagar, Bhubaneswar-9

Sub: - E-Tender document to carry-out SUPPLY OF GARDEN UMBRELLA with stand & Canopy across Odisha.

E-Tender No.: OR/CM/SM/SUPPLY OF GARDEN UMBRELLA WITH STAND & CANOPY /18-19 Dated at BBSR the 18/05/18

Please find enclosed the E-Tender document in respect of above mentioned E-Tender which contains the following.

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If interested, kindly submit your bid offer online through E-Tendering portal on or before 17hrs of 07/06/18

AGM-Mktg., O/o GM-CM
2nd Floor Mktg. Section
BSNL Bhawan, Unit-II, Ashok Nagar
Tel.: 0674-2500436, FAX-2502220
E-Mail: agmcmtsmkt@gmail.com

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

(A Government of India Enterprise)

2nd Floor, BSNL Bhawan, Unit-II, Ashok Nagar, Bhubaneswar-9

Digitally sealed E-Tenders are invited by GM-CM, BSNL, Odisha Circle, Bhubaneswar for SUPPLY OF GARDEN UMBRELLA WITH STAND & CANOPY to all the thirteen SSAs across Odisha.

1	E-Tender Notice No. & Date	OR/CM/SM/SUPPLY OF GARDEN UMBRELLA WITH STAND & CANOPY /18-19 Dated at BBSR the 18/05/18
2	Time and date of E-submission of E-Tender	Up to 17.00 hrs. of 07/06/18
3	Time & Date of E-opening of E-Tender (Technical Bid Only)	The E-Tenders shall be opened on 11 hrs. of 08/06/2018 through 'Public Online E-Tender Opening Event (POTOE)'. BSNL's E-Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online E-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, 3rd Floor, BSNL Bhawan, Unit-II, Ashok Nagar, Bhubaneswar-9 where BSNL's E-Tender Opening Officers will conduct Public Online E-Tender Opening Event (TOE) on 11.00 hrs. of 08/06/2018
4	Maximum Validity of E-Tender offer	150 days from the date of opening
5	Availability of E-Tender Document	E-Tender document can be downloaded from the website: www.odisha.bsnl.co.in . Further the E-Tender document for participating in E-Tender shall be available for downloading from www.E-Tenderwizard.com/BSNL following the link for E-Tenders through E-Tender by BSNL and to be submitted in the e-format from 18.05.2018 to 07/06/18. As E-Tenders are invited through E-Tendering process, physical copy of the E-Tender document would not be available for sale.
6	Name of the work	SUPPLY OF GARDEN UMBRELLA with stand & CANOPY across all the thirteen SSA of Odisha
7	Duration of contract	One year from the date of award of contract with an option of extension for a further period of Six months or 25% in excess of tender cost (which is earlier) on the same rate, terms and conditions.
8	Estimated cost of contract (Approx.)	Rupees Twenty Seven Lakhs Twenty eight Thousand only (Rs.27,28,000/-)
9	Cost of E-Tender paper	Rs.590/- (Rupees five hundred Ninety Rupees) only (Non-refundable). The cost of E-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 (A&P), BSNL, O/o CGM Odisha Circle, Bhubaneswar payable at Bhubaneswar. The scanned copy of the above DD/BC towards cost of E-Tender document should be uploaded in E-Tendering portal of M/s ITI.
10	BID security	EMD of Rs.54, 560/- (Rupees Fifty Four Thousand Five Hundred Sixty Only) in shape of DD/BG. DD in favor of AO(A&P),O/o The CGMT, BSNL, Odisha Circle BG in favor of The CGMT, BSNL, Odisha Circle on any Nationalized / Scheduled Bank is to be submitted with validity minimum 180 days from the date of opening of the E-Tender. The scanned copy of the above DD/BG towards EMD should be uploaded in E-Tendering portal of M/s ITI. (for BG format is available at Annexure-.III)
11	Rejection of E-Tender	The CGM, BSNL, Odisha Circle, Bhubaneswar reserves the right to cancel / reject any or all the E-Tenders without assigning any or all the reasons thereof.

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

A. Eligibility Criteria

I	The bidder should be Indian companies/Firms & submit a self attested photocopy of registration of the firm as Proprietorship/partnership/Company etc.
II	Valid GST registration certificate of bidder.
III	Valid PAN card of firm/individual/Company.
IV	Experience of carrying SUPPLY OF any kind of PROMOTIONAL ACTIVITY ITEMS such as GARDEN UMBRELLA / Canopy etc. for any Govt. / Semi Govt. / PSU / Private companies during 15-16, 16-17 & 17-18 should be Rs. 9.55 lakhs or more in total. Experience certificate must be signed not below the rank of DGM (JAG & equivalent level), in case of Govt. / Semi Govt. / PSU. In case of Pvt. not below the rank as mentioned above or equivalent level .The details like name, designation, contact no, email ID of the signing Authority must be mentioned in the experience certificate.
V	A self declaration along with the evidence that, the bidder is not black listed by any statutory authority.
VI	Total Turn-Over During last three financial years i.e. 15-16, 16-17, 17-18 should be 41 Lakhs or more. But Turn over certificates for all the three FY is to be produced. If not submitted for any FY then it will be treated as zero and document will be rejected. (FY- Financial Year)
<p>Note: • If any one of the above eligibility criteria to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, the purchaser may at its discretion call for any clarification regarding the document. In such case(s), the bidder shall have to comply the purchaser'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.</p>	

SECTION – 1 (Part B)**NEWS PAPER N.I.T. (NNIT)****BHARAT SANCHAR NIGAM LIMITED**

(A Government of India Enterprise)

2nd Floor, BSNL Bhawan, Unit-II, Ashok Nagar, Bhubaneswar-9**NOTICE INVITING E-TENDER****OR/CM/SM/SUPPLY OF GARDEN UMBRELLA WITH STAND & CANOPY /18-19 Dated at BBSR the 18/05/18**

Digitally sealed E-Tenders are invited by CGM, BSNL, Odisha Circle, Bhubaneswar for SUPPLY OF GARDEN UMBRELLA WITH STAND & CANOPY across the 13 SSAs of Odisha.

Sl. No.	Name of the Item/ Work	Estimated Quantity (Nos.)	Bid Security/Earnest Money Deposit Amount for the E-Tender
1	Supply of Garden Umbrella	1000 nos. of Garden Umbrella	54560/- (Fifty Four Thousand Five Hundred Sixty rupees Only) in the form of DD/BG
2	Supply of Umbrella Stand	1000 nos. of Umbrella Stand	
3	Supply of Canopy	400 nos. of Canopy	

Last date of receipt of E-Tender is 07/06/2018 up-to 17 Hrs.

Note: E-Tender document can be downloaded from the website: www.odisha.bsnl.co.in. Further the E-Tender document for participating in E-Tender shall be available for downloading from www.E-Tenderwizard.com/BSNL following the link for E-Tenders through E-Tender by BSNL and to be submitted in the e-format from 18.05.2018 to 07/06/18. As E-Tenders are invited through E-Tendering process, physical copy of the E-Tender document would not be available for sale.

**AGM-Mktg., O/o GM-CM
2nd Floor Mktg. Section
BSNL Bhawan, Unit-II, Ashok Nagar
Tel.: 0674-2500436, FAX-2502220
E-Mail: agmcmstsmkt@gmail.com**

SECTION- 2**E-Tender Information****1. Type of E-Tender- :**

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

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

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

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

- Submission of Bid Security/ Earnest Money Deposit (EMD) (self-attested photo copy)
- Submission of digitally signed copy of E-Tender Documents/ Addendum/addenda
- Two Envelopes containing all relevant documents
 - Techno-commercial –Part
 - Financial-Part

For eligibility, the Techno-commercial bid should contain the documents as per eligibility criteria given in Section-1, Page-3 of this bid documents. Similarly, the financial bid should contain the price schedule as per annexure-VIII

B. Offline Submissions:

The bidder is requested to submit the following documents offline to AGM-Mktg-CM, BSNL, 2nd Floor, BSNL Bhawan, Unit-II, Ashok Nagar, Bhubaneswar-9 on or before 17 hrs. of 07/06/2018, in a Sealed Envelope. The envelope shall bear (name of the work), the E-Tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- EMD-Bid Security in Original.
- DD/ Bankers cheque against payment of E-Tender fee in original.
- * Power of attorney in accordance with clause 14 of Section-4- Part A.
- **Copy of certificate from MSME if applicable.

Note-1: The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their E-Tender bid. All documents submitted will also be self-attested by the bidder.

*** Note-2: 'Power of Attorney' Executed not earlier than 18th May, 2018 in favour of the signatory signing the E-Tender documents (It is not required in case of proprietor signed himself), Article & Memorandum of association with certificate of Registration in case of limited company and Authenticated copy of Partnership Deed, in case of partnership firm are to be submitted.**

****Note-3: MSE Bidder having valid certificate from bodies specified by Ministry of MSME with approval of monetary limit and registered for such work will be exempted from submission of BID security as per rule on production of requisite proof in respect of valid registration on the date.**

3. Amendments: if any, to the E-Tender documents will be notified in the above website as and when such amendments are notified particularly before 17.00 hours of 28-05-2018. It is the responsibility of the bidders who have downloaded the E-Tender document from the website to keep themselves abreast of such amendments before submitting the E-Tender document.

4. Verification of Documents & Certificates

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

5. Note for E-Tender opening Committee:

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

6. General Instructions.

- E-Tender bids received after due time & date will not be accepted.
- Incomplete, ambiguous, Conditional, unsealed E-Tender bids are liable to be rejected.
- CGM, BSNL, Odisha Circle reserves the right to accept or reject any or all E-Tender bids without assigning any reason. He is not bound to accept the lowest E-Tender.
- The bidder shall furnish a declaration with digital signature in his E-Tender bid that no addition / deletion / corrections have been made in the downloaded E-Tender document being submitted and it is identical to the E-Tender document appearing on the website (annexure-I).
- In case of any correction/ addition/ alteration/ omission in the E-Tender document, the E-Tender bid shall be treated as non- responsive and shall be rejected summarily.

Note 1: All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note 2: All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

SECTION- 3 Part A

SCOPE OF WORK

- **General:** The selected bidder has to supply the 1000 nos. of garden umbrella along with 1000 stands & 400 nos. of Canopy. screen Print of BSNL logo and slogan (as per design & specification approved) and sample approved
- **Scope of Work:** The E-Tender is basically floated for SUPPLY OF 1000 GARDEN UMBRELLA with stand & 400 nos. of Canopy. The quantity of work stated above is an estimated value and BSNL reserves the right to vary the quantity to the extent of $\pm 25\%$ of specified quantity without any change in unit price or other terms & conditions.
- **Award of Work:** The work will be awarded up to **TWO Bidders**. The bidder with lowest composite value will be awarded with the work. In case the bidder is not ready to supply after getting the LOI then his EMD will be forfeited & work will be awarded to L2 at L1 rate & so on.
- **Area of Operation for Bidders:** BSNL has thirteen Telecom District in Odisha and the selected bidder(s) has to supply the umbrella with Stand & Canopy to these 13 SSA as per the work order.
- **Quality Assurance:** The vendor should strictly adhere to the specification given in the tender.
 1. First the selected bidder will have to provide the specimen of one Umbrella, Umbrella stand along with one Canopy. The quality has to be checked & approved by the GM (CM-S&M), and then work order will be given to the Vendor to provide required quantity of materials as per approved quality.
- **Certificate from Consignee:** The vendor after supply of Umbrella, stand & Canopy will collect the certificates from the SSAs and submit along with the bill.

SECTION- 3 Part B**TECHNICAL SPECIFICATIONS/ REQUIREMENTS**

- A. **Technical specifications:** The equipment shall confirm to the Technical specifications as mentioned below:

SPECIFICATION OF 48" RADIUS GARDEN UMBRELLA		
RIBS- 8 RIBS, 3 mm high carbon ribs, white powder coated rib of 48-inch length each.		
Pole Upper Pipe – 25 to 26 mm OD CRCA PIPE, 1.5 mm THICKNESS or better, 54-inch length		
Pole Lower Pipe– 31 to 32 mm OD CRCA PIPE, 1.5 mm THICKNESS or better, 40-inch length		
White powder coated pipe		
Nylon plastic furniture – switch type runner		
With plastic mogra, dom & nock		
SPECIFICATION OF UMBRELLA CLOTH		
The cloth is high quality polyester based cloth 190 (GSM) of alternative Blue & White sectors		
Printing is screen printing BSNL Logo and tag lines as per the design supplied by BSNL		
The cloth is water proof & water repellent processed PU coated		
Just below the brim height the hanging portion should be 6 inch with BSNL Log and Tag lines.		
STAND SPECIFICATION		
1 inch 18-gauge square pipe,4 pcs. Of length 45cm approximately each		
4 CM Diameter round GI-pipe 1 pc of 27 cm height (approximately) on middle of the stand.		
16-Gauge base plate welding on pipes for support. Of size approximately 13 cm x 13 cm		
With spring system for folding of stands. Spray paint in white colour		
Approximate weight is around 1.8 KG		
Specification of Canopy :		
1	Dimension	6ft x 6ft x 7 ft.
2	Flex	Solvent Printed Chinese Flex, Black Back, 18 OZ,
	Roof	Textron Roof (Water Proof material)
3	Design	6 ft. x 7 ft. Back Drop, Top Banner 1ft x 6 ft. for three sides, Bottom design 2ft 6-inch x 6 ft. - 3 sides. Design to be printed on the flex will be supplied by BSNL
4	Frame Material	Black Powdered Coated, 1" Dia, 25 Gauge thicknesses Pipe with Shock Chord elastic and metal sockets. Frame weight should not be less than
5	Carry-Bag	Textron Carry bag to carry all the items of the CANOPY.

First the selected bidder will have to provide the specimen of one Umbrella along with Umbrella stand and one Canopy. The quality has to be checked & approved by the GM (CM-S&M), and then work order will be given to the Vendor to provide required quantity of materials as per approved quality.

Note : For sample design of stand , umbrella kindly refer annexure X at page -33

SECTION-3 Part C
SCHEDULE OF REQUIREMENTS (SOR)

Sl. No.	Name of the Item/ Work	Estimated Quantity of Work	Maximum time permitted to complete the SUPPLY process
1	Supply of Garden Umbrella	1000 nos. of Garden Umbrella	As per Work Order
2	Supply of Umbrella Stand	1000 nos. of Umbrella Stand	
3	Supply of Canopy	400 nos. of Canopy	

Note 1: The NUMBER OF GARDEN UMBRELLA with stand & Canopy's stated above is an estimated quantity and BSNL reserves the right to vary the quantity to the extent of $\pm 25\%$ of specified quantity without any change in unit price.

Note 2: If either L1 vendor fails to compete the work @ specified above then the work will be awarded to other vendor and necessary penalty will be imposed as deemed fit to the default vendor for timely incompletion of work. However, it is purely discretion of BSNL to reduce the quantity of work to be completed considering the actual field problems.

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

1. DEFINITIONS

- **"The Purchaser"** means the Bharat Sanchar Nigam Ltd, (BSNL) Odisha.
- **"The Bidder"** means the individual or firm who participates in this E-Tender and submits its bid.
- **"The Supplier"** or **"The Vendor"** means the individual or firm supplying the service under the contract
- **"The Services"** means all the works related to SUPPLY OF GARDEN Umbrella with stands & Canopy's which the Supplier is required to supply to carry-out the SUPPLY under the contract.
- **"The Advance Purchase Order"** or **"Letter of Intent"** means the intention of Purchaser to place the Purchase Order on the bidder.
- **"The Purchase Order"** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **"Contract"** appearing in the document.
- **"The Contract Price"** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- **"Successful Bidder(s)"** / vendors mean the bidder(s) to whom work in this E-Tender is awarded.

2.0 ELIGIBILITY CONDITIONS:

Kindly refer Section-1, Page-3, Eligibility Criteria

3.0 COST OF BIDDING

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

4.0 DOCUMENTS REQUIRED

I	One copy of the complete set of E-Tender documents duly filled in and signed on each page by authorized signatory.
II	E-Tender Cost of Rs.590/- (In form of DD/BC) in case the form is downloaded from the website. DD in favor of AO(A&P),O/o The CGMT, BSNL, Odisha Circle
iii	EMD of Rs.54, 560/- in the form of DD/BG DD in favor of AO(A&P),O/o The CGMT, BSNL, Odisha Circle BG in favor of The CGMT,BSNL, Odisha Circle (Format for BG available at Annexure-III)
IV	MSE Bidder having valid certificate from bodies specified by Ministry of MSME with approval of monetary limit and registered for such work will be exempted from submission of BID security as per rule. The proof of the same must be produced in the technical bid. (The Original is to be produced before TOC during opening of the E-Tender).
V	Total Turn-Over During last three assessment years i.e. 15-16, 16-17, 17-18 should be Rs. 41 Lakhs or more. But Turn over certificates for all the three FY is to be produced. If not submitted for any FY then it will be treated as zero and document will be rejected. (FY- Financial Year)
VI	Experience of carrying SUPPLY OF any kind of PROMOTIONAL ACTIVITY ITEMS such as GARDEN UMBRELLA / Canopy etc. for any Govt. / Semi Govt. / PSU / Private companies during 15-16, 16-17 & 17-18 should be Rs. 9.55 lakhs or more in total. Experience certificate must be signed not below the rank of DGM (JAG level) in case of Govt. / Semi Govt. / PSU. In case of Pvt. not below the rank of Sales/Marketing head or equivalent rank .The details of Authorized signature, name, designation, contact no, e-mail ID etc. must be provided of the signing authority by the vendor
VII	'Power of Attorney' Executed not earlier than 18 th May, 2018 in favor of the authorized signatory signing the E-Tender documents (It is not required in case of proprietor signed himself). Article & Memorandum of association with certificate of Registration in case of limited company or Authenticated copy of Partnership Deed, in case of partnership firm.
VIII	Undertaking for non-working of any relative in BSNL in the prescribed format available in Annexure-II
IX	Copy of PAN card & Income Tax return for FY 2016-17 i.e. assessment year 2017-18
X	Copy of GST Registration Number and VAT clearance up to 31.3.2018
XI	Bidder's Profile & Questionnaire duly filled & signed.
XII	Financial BID duly filled and signed
XIII	The bidder should be Indian companies/Firms & submit a self attested photocopy of registration of the firm as Proprietorship/partnership/Company etc.
XIV	All documents are to be signed & stamped by the bidder.

Read, Understood, Accepted & submitted by me

- The works required to be carried-out; bidding procedures and contract terms and conditions are prescribed in the Bid Documents.
- The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications / amendments / addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5.0 **CLARIFICATION OF BID DOCUMENTS**

- A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **15 days prior to the date of opening of the E-Tenders**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.
- Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6.0 **AMENDMENT OF BID DOCUMENTS**

- The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- The amendments shall be notified in writing by FAX or Email to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.
- In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

7.0 **DOCUMENTS COMPRISING THE BID**

The bid prepared by the bidder shall ensure availability of the following components: Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance the eligibility criteria mentioned at page-3 Section-A. (Technical Bid)

- A Bid form and price schedule completed in accordance annexure- VIII (Financial Bid)

8.0 **BID PRICES**

9. The bidder shall give the total composite price to supply 1000 numbers of Umbrella , 1000 nos. of umbrella stand & 400 nos. of Canopy's. The financial bid will be evaluated on the basis of the composite Price.

10. **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**

Kindly refer at page-3 Section-A.

11. **THE BID SECURITY MAY BE FORFEITED:**

- If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
- If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement.

12. **PERIOD OF VALIDITY OF BIDS**

- Bid shall remain valid for period specified in clause-1 of Section-2, E-Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause-A of Section-1 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

13. **FORMAT AND SIGNING OF BID**

- The bidder shall submit his bid electronically as per the details given at Section-2.,
- The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid.

14. Power of Attorney

- The power of Attorney should be submitted and executed not earlier than 18th May, 2018 on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a **Notary public or registered before Sub-registrar of the state(s) concerned.**
- The power of attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution / Body corporate.
- In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- Attestation of the specimen signatures of authorized signatory by the Company's / firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

15. LATE BIDS

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

16. OPENING OF BIDS BY PURCHASER:

- The E-Tenders shall be opened on 11 hrs. of 08/06/2018 through 'Public Online E-Tender Opening Event (POTOE)'. BSNL's E-Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online E-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, 3rd floor, BSNL Bhawan, Ashok Nagar, Unit-II, Bhubaneswar-9 where BSNL's E-Tender Opening Officers will conduct Public Online E-Tender Opening Event (TOE) on 11.00 hrs. of 08/06/2018
- Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening. (A Format is given in enclosed in Annexure-V).
- A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

17. Information to be read out by TOC

- In Single stage bidding & two envelopes system; the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of E-Tender opening given in DNIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to AGM (Mktg.-CM), BSNL, for retention. Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders / authorized representatives by sending them a suitable notice.
- The following information should be read out at the time of Techno-commercial bid opening:
 - ❖ Name of the Bidder
 - ❖ Name of the item
 - ❖ EMD amount & validity and acceptability
 - ❖ Information in respect of eligibility of the bidder.
- The following information should be read out at the time of Financial bid opening:-
- Name of the Bidder
- Name of the item
- Quantities/prices quoted in the bid
- Discount, if offered
- Taxes & levies
- The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

18. CLARIFICATION OF BIDS

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

19. PRELIMINARY EVALUATION

- Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points
- If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- Prior to the detailed evaluation of financial bid, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

20. Evaluation and comparison of substantially responsive bids

- The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive.
- The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL i.e. as per price mentioned in column 3 of the price schedule at annexure-VIII.

21. Contacting the purchaser

No bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

- Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

22. Placement of order

- The Purchaser shall consider placement of orders for SUPPLY OF GARDEN UMBRELLA with its stand & Canopy's up to TWO bidder whose offer has been found technically, commercially and financially acceptable and whose goods/ services have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- The Purchaser intends to limit the number of technically and commercially responsive UP TO TWO.
- In the event of any of the eligible bidder(s) not agreeing to supply the E-Tendered item(s) then, 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 E-Tender.

23. PURCHASER'S RIGHT TO VARY QUANTITIES

- BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract except fall clause if applicable. In that case the estimated cost / PBG etc. shall be revised proportionately.

24. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

25. ISSUE OF ADVANCE PURCHASE ORDER

- The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.
- The bidder(s) shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the Performa provided with the bid document at Annexure-IV. The Performance security will be 5% of the total amount work awarded to the bidder and should have a validity of 365 days from the date of signing of the agreement.

26. SIGNING OF CONTRACT

- The issue of Purchase order shall constitute the award of contract on the bidder.
- Upon the successful bidder furnishing performance security, the Purchaser shall discharge the bid security only after finalization of ordering of complete E-Tendered quantity.

27. ANNULMENT OF AWARD

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

28. NEAR-RELATIONSHIP CERTIFICATE

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

The format of the certificate is given in **ANNEXURE-II. This is to be given in farms / company's letter head.**

SECTION-4 Part B**SPECIAL INSTRUCTIONS TO BIDDERS**

The Special Instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in Section-4 Part A i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB), the provisions herein shall prevail.

1. Eligibility Conditions

The eligible bidders should be Indian firms / companies / proprietors.

2. Bid Security (EMD)

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

3. Distribution of Quantity

(i) The Purchaser intends to limit the number of technically and commercially responsive up to **TWO 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.

(With provisions for MSE Units)

No. of Bidders to be approved. (Col-1)	Quantity earmarked for MSE bidder(s)		
	L1	L2	RESERVED FOR MSE
• One bidder scenario	80%	Nil	20%
• Two bidder Scenario	48%	32%	20%

➤ Note 2: If no eligible MSE bidders are available/MSE bidder(s) happens to be a L1/L2 bidder post-evaluation then aforesaid earmarked 20% quantity shall be de-reserved & the distribution of the quantity shall be done as per the table below,

(Without provisions for MSE Units)

No. of Bidders to be approved. (Col-1)	Quantity earmarked for MSE bidder(s)	
	L1	L2
• One bidder scenario	100%	Nil
• Two bidder Scenario	60%	40%

Section- 4 Part C

E-Tendering Instructions to Bidders

General

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

1. E-Tender Bidding Methodology:

Sealed Bid System – **Single** Stages – Using Two Envelopes',

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

2. Broad outline of activities from Bidders prospective:

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

3. For participating in this E-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

4. 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>].

5. Registration

The E-Tender document can be downloaded from the website: www.E-Tenderwizard.com/BSNL and to be submitted in the e-format. Cost of E-Tender Document (in the form of DD) and Bid Security (in the form of BG) (in original) have to be submitted to GM-CM,BSNL, Odisha Circle),BSNL Bhawan , Ashok Nagar, Unit-II, BBSR-9 before the scheduled date and time of submission of the E-Tender otherwise the bid will not be considered. Amendments, if any, to the E-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 E-Tender document from the website to keep themselves abreast of such amendments before submitting the E-Tender document.

Intending bidders are requested to register themselves with M/s. ITI through www.E-Tenderwizard.com/BSNL for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned E-Tender.

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

Helpdesk	
Telephone / Mobile Nos.	Mr Sanjib Mohapatra, 9937488749, 07377000000
E-mail ID	twhelpdesk404@gmail.com
BSNL Contact-1	
BSNL's Contact Person	AGM (Mktg-CM), BSNL, BSNL Bhawan, Ashok Nagar, Unit-II Bhubaneswar-9
Telephone/ Mobile	0674-2500436
E-mail ID	agmcmtsmkt@gmail.com
BSNL Contact-2	
BSNL's Contact Person	SDE.(Mktg) BSNL, BSNL Bhawan, Ashok Nagar, Unit-II Bhubaneswar-9
Telephone/ Mobile	9437009294
E-mail ID	baikuntha.barik@gmail.com

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

Please refer to Section-2, Clause-1.

7. Online & Offline Submissions of Documents :

Please refer to Section-2, Clause-1

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

8. Public Online E-Tender Opening Event (TOE)

- ETS offers a unique facility for 'Public Online E-Tender Opening Event (TOE)'. E-Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online E-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 E-Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'E-Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online E-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 E-Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.
- ETS has a unique facility of a detailed report titled 'Minutes of Online E-Tender Opening Event (TOE)' covering all important activities of 'Online E-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 E-Tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

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

9. Other Instructions

- For further instructions, the vendor should visit the home -page of the portal (<https://www.tendewizard.com/BSNL>).
- Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

10. The following "FOUR KEY INSTRUCTIONS for BIDDERS" must be assiduously adhered to:

Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first E-Tender submission deadline on ETS.

- Register your organization on ETS well in advance of your first E-Tender submission deadline on ETS.
- Get your organization's concerned executives trained on ETS well in advance of your first E-Tender submission deadline on ETS
- Submit your bids well in advance of E-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.

29. 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)

30. Vendors Training Program

- Vendors may contact the ITI Helpdesk personnel given in clause 5 of Section-4, Part-C , for any type of training/help, which they may require while uploading the bids.
- **Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

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

1. APPLICATION

The general condition shall apply in contracts made by the purchaser for the availing the services..

2. STANDARDS

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

3. PATENT RIGHTS

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

4. PERFORMANCE SECURITY

- All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc.) shall furnish performance security to the purchaser for an amount equal to 5% of the value of Advance purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser.
- 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.
- The performance security Bond shall be in the form of Bank Guarantee issued by a Nationalized/Scheduled Bank and in the Performa provided in 'Annexure-IV of this Bid Document.
- The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations.

5. INSPECTION AND TESTS

- The Purchaser or its representative shall have the right to inspect the material to check the quality of material used and test the workmanship. The Supplier should co-operate BSNL for all such inspection activities without any extra charges.
- Should any inspected or tested item fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected work or make all alterations necessary to meet Specification / requirements free of cost to the purchaser.
- If any workmanship is found defective within the 90 days from the date of delivery of materials then the supplier should repair or replace the same at free of cost within 7-15 days of receipt of complaint in written.

6. DELIVERY AND DOCUMENTS

- Delivery of the service 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 work shall remain at the risk of the supplier until delivery has been completed.
- The delivery of the services and documents shall be completed within time frame as per Work order.
- The consignee will be Sales/Marketing head of the concerned SSA/Circle CM-Marketing unit for receiving the materials.
- All Technical assistance for supervision shall be provided by the Supplier at no extra cost during workshop evaluation, validation/ type approval and field trial, if any.
- The extension of delivery period against the purchase order, if any, should be granted subject to the condition that BSNL shall have the absolute right to revise the price(s) and also to levy penalty for the delayed supplies.

7. PAYMENT TERMS:

- Vendor has to submit invoice clearly indicating work order no. , date of commencement, date of completion, cost of the work, GST applicable etc. in duplicate to AGM (Marketing-CM), CO, Bhubaneswar.
- The vendor has to enclose the delivery chalan of the material certified by the consignee that "material has been received in good condition & quality as per specifications".

8. PRICES

- Prices charged by the supplier for services performed under the contract shall not be higher than the prices quoted by L-1 BIDDER in its Bid except for variation caused by change in taxes/ duties as specified in Clauses mentioned below.
- For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:
- Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time.
- In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.
- In case of increase in duties / taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
- Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO.

9. CHANGES IN PURCHASE ORDERS

- The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:
- drawings, designs or specifications, where service to be provided under the contract
- Place where the work is to be carried and the quantity thereof.
- If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

10. DELAYS IN THE SUPPLIER'S PERFORMANCE

- Delivery of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to carry-out the remaining work at the risk and cost of the defaulting vendors.
- Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:
 - forfeiture of its performance security,
 - imposition of liquidated damages, and/ or
 - Short closure of the contract in part or full and/ or termination of the contract for default.
- If at any time during the performance of the contract, the supplier encounters condition impeding timely performance of service, the supplier shall promptly notify to the Purchaser in writing the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 5 weeks).
- The vendor has to submit their request for extension at least one week before the expiry of delivery period. The vendor shall also submit unconditional acceptance of the conditions for delivery period extension i.e. applicability of liquidated damages, submission of additional BG etc. wherever applicable. The decision regarding extension shall be communicated within one weeks of the receipt

of request and after receipt of the unconditional acceptance and the undertaking mentioned above.

- In case extension is being granted beyond 5 weeks then the vendor shall submit additional BG while seeking extension. For piecemeal items the amount of additional BG shall be 5% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought.
- If the vendor fails to deliver the full ordered quantity even during extended delivery period then the PO shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.
- If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

11. LIQUIDATED DAMAGES

- The date of delivery of the service stipulated in the acceptance of the E-Tender should be deemed to be the essence of the contract and delivery must be completed no later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damage under clause given below. However, when supply is made within 15 days of the contracted original delivery period, the consignee may accept the stores and in such cases the provision of clause given below will not apply. Further, DP extension for this grace period of 15 days shall not be necessary.
- While granting extension of delivery period as per clause 10 above, the liquidated damages shall be levied as follows:
- 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 1.5% 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 2 (TWO) weeks, and thereafter at the rate of 3% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another 3 weeks of delay.
- DP extension beyond 5 weeks would not be generally allowed. The extension beyond 5 weeks may be decided in most exceptional circumstances on case to case basis, by the CGM concerned in case of E-Tenders floated by Circles.
- 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.
- 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 up to 5 weeks only as per provision at Para (a).
- In cases where the scheduled delivery period is distributed month-wise or is in instalments, the liquidated damages shall be imposed for delay in each scheduled month/ instalment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/ instalment and the corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/ instalment but there is delay in month-wise/ instalment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/ instalments that have been delayed. FIVE (5) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ instalment.

12. FORCE MAJEURE

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

13. ARBITRATION

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

14. 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.

15. INTIMATION OF SUPPLY STATUS

- The bidders, who are given Purchase Orders, must give the details of work completed against all the Purchase Orders every month on the first working day of the following month to Circle CM-marketing Cell as well as to the concerned consignee.

16. NA.

17. COURT JURISDICTION

- Any dispute arising out of the E-Tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ E-Tender has been issued.
- Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.
 - "This Contract/ PO is subject to jurisdiction of Court at BHUBANESWAR only".
 - **Note:-** *Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.*

18. General Guidelines:-

"The General guidelines as contained in Chapter 5, 6 and 8 of General Financial Rules as amended from time to time on works, and services and contract management respectively may also be referred to as guiding principles".

19. The rate quoted by the bidder should be firm, final and valid for one year from date of signing the agreement. CGM, BSNL, Odisha Circle, will have discretion to extend the validity of rate contract for additional Six months on the same terms and conditions.
20. Similarly the E-Tender is valid for a period of one year from the date of signing the agreement. However if due to any reason if the work could not be completed in one year then the E-Tendering authority CGM, BSNL, Odisha Circle, BBSR reserves the right to extend it for period of six months maximum in phases of three months.

21. FALL CLAUSE

The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 8 of this section. Further, if at any time during the contract It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service; And / or The prices received in a new E-Tender for the same or similar item, The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of its performance security. The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/ organization including Department of central/state Government or any central/ state PSU at a price lower than the price chargeable under the contract for scheduled delivery period." In case the above 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.

SECTION –5 Part B
SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

1. **Other conditions**

- The specifications of the work to be carried-out are mentioned in section-3 –part-B.
- E-Tender form is not exchangeable.
- No E-Tender will be received in person. It is to be submitted online through E-Tendering portal
- Submission of E-Tender in response to this E-Tender notice and its acceptance thereof by BSNL will be deemed a VALID CONTRACT and the conditions mentioned in the E-Tender notice will be binding on the bidder. Conditional E-Tender such as with a mention that increase in market rates or taxes, duties rates charged extra shall stand disqualified and will not be considered.
- The E-Tender offer and other particulars / information/correspondence should be on the Firm's Letter Head only. In future correspondence, E-Tender notice no. & date may be quoted; failing which correspondence may be ignored.
- The payment of the bills will be made at the earliest on submission of bill complete in all respects and no other condition(s) for payment including charging of penal interest etc, will be accepted.
- Quality of material supplied and workmanship should be strictly as per specifications.
- If the approved bidder fails to carry out the work at the accepted rate and quality within specified time, B S N L Odisha Telecom Circle is free to carry out the work/purchase the material through other agencies during the E-Tender period and excess amount paid to the other Agencies/party will be deducted from Security Deposit or from sources available to the BSNL including pending bills.
- The contract can be terminated at any time without assigning any reason and without notice.
- Any attempt to negotiate directly/indirectly with any authority to which he has submitted his E-Tender offer or the authority which is competent finally to accept E-Tender or any endeavor to secure any interest for an actual or prospective bidder will render the E-Tender, liable for cancellation/rejection from consideration.
- The CGM, BSNL Odisha Circle reserves the right to reject any or all E-Tenders in whole or in a part without assigning any reasons and he is not bound to accept the lowest rate offered. Also he reserves all the rights to purchase full or in piecemeal quantity of material or not to purchase any quantity mentioned in the E-Tender.
- The EMD submitted in the form of DD/BG and will be refunded to the all bidders after finalization of the E-Tender in due course. Bidders those who will awarded the work has to submit a BG towards SD for an amount equal to 5% of Total amount of work to be awarded to him with validity not less than 180 days.
- The ranking shall be based on the basis of total **COMPOSITE PRICES** offered in financial bid for 1000 umbrella, 1000 stands & 400 nos of Canopy of this document **of price schedule at annexure-VIII.**
- The work should be completed within the specified period in **the** purchase order from the date of issue, to the designated consignee, in Odisha Telecom Circle. The quality of material should be same as that of the specification.. In case of supply of inferior quality material the whole lot will be rejected and if used or partially used/issued, such material will not be returned back and no payment will be done against this supply. The supplier, shall if called for, provide the proof for verification before starting the actual delivery.

UNDERTAKING & DECLARATION

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

a) Certified that:

- I/ We have read, understood and agree with all the terms and conditions, specifications included in the E-Tender documents & offer to execute the work at the rates quoted by us in the E-Tender form.
- If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL
- No addition/deletion/correction/alteration/modification have been made in the downloaded E-Tender document being submitted by me/us and it is identical to the E-Tender document appearing in the website.

b) The E-Tenderer hereby covenants and declares that:

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

Date:

Signature of bidder

Place

Name of bidder

Along with date & Seal

Non-working of Near Relationship in BSNL

(Should be in the company's letter head)

"I.....S/o.....r/o.....
..... hereby certify that none of my relative(s) as defined in the E-Tender document is/are employed in BSNL unit as per details given in E-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 E-Tenderer

With date and seal

Note : In case of partnership firm all the partners / and in case of limited companies all the directors should submit this certificate.

Performa for the BID SECURITY/ EMD Guarantee

Annexure-III

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

Sub: Bid Security/EMD guarantee.

1. Whereas M/s-----R/o..... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs. 54, 560/- (hereafter known as the "B. G. Amount") valid up to 180 days from 08.06.2018 (hereafter known as the "Validity date") in favour of CGM, BSNL, Odisha Telecom Circle, (Hereafter referred to as BSNL) for participation in the E-Tender for SUPPLY OF GARDEN UMBRELLA with stand & Canopy's of BSNL across Odisha Vide E-Tender No. OR/CM/SM/SUPPLY OF GARDEN UMBRELLA WITH STAND & CANOPY /18-19 Dated at BBSR the 18/05/18
2. Now at the request of the Bidder, We BankBranch having ----- (Address) and Regd. Office address as (Hereinafter called 'the Bank') agrees to give this guarantee as hereinafter contained:
3. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
4. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
5. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
6. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. Notwithstanding anything herein contained: The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above. (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
8. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (A&P), O/o CGMT, Odisha Circle Bhubaneswar, Odisha payable at Bhubaneswar. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)
Rubber stamp of the bank.

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers

Fax numbers

Annexure-IV

For the Performance Bank Guarantee (SD)
(To be typed on Rs.100/- non-judicial stamp paper)

Dated: _____

Sub: Performance Bank guarantee. (SD)

Whereas CGM, BSNL, Odisha Circle, Bhubaneswar R/o (herein after referred to as BSNL) has issued an APO No. OR/CM/SM/Supply of Garden Umbrella with stand & Canopy /18-19 Dated...../...../20.....awarding the work of M/sR/o..... (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of CGM, BSNL, Odisha Circle, Bhubaneswar of Rs./- (hereafter referred to as "B.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date") (as per APO)

Now at the request of the Bidder, We Bank Branch having (Address) and Regd. office address as (Hereinafter called "the Bank") agreed to give this guarantee as hereinafter contained:

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

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers

Fax numbers

For Letter of Authorization for attending Bid Opening Event.

(To be typed on letter head of the company)

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the E-Tender no. OR/CM/SM/SUPPLY OF GARDEN UMBRELLA WITH STAND & CANOPY /18-19 Dated at BBSR the 18/05/18 which is due for open on 08/06/2018 (date) in the conference hall of CGM, BSNL Odisha Circle, Bhubaneswar.

We hereby authorize Mr. / Ms.& Mr. / Ms..... (alternative) whose signatures are attested below, to attend the bid opening for the E-Tender mentioned above on our behalf.

.....

Signature of the Representative

.....

Name of the Representative

Signature of Bidder/ Officer authorized to sign on behalf of the Bidder

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

Note 1: Maximum two representatives per bidder will be permitted to attend the Bid opening. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

Bidder's profile & Questionnaire.

E-Tenderer / Bidder's Profile & Questionnaire
(To be filled in and submitted by the bidder in their letter head)

A) E-Tenderer's Profile	
1.	Name of the Individual/ Firm:
2. Present Correspondence Address : Telephone No. Mobile No. FAX No.	
3. Address of place of Works/ Manufacture	
..... Telephone No. Mobile No.	
4.	State the Type of Firm: (Tick the correct choice): Sole proprietor-ship/partnership firm / Private limited company

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

S. No.	Name	Father's Name	Designation
1.			
2.			

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

B) Questionnaire

1. Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No.
1.1 If Yes, Give details
.....
2. Do you think any other item of work need be included in E-Tender form to complete the work specified in the specification? Yes/ No.
2.1 If Yes, Give details
.....
4. Kindly indicate the maximum Quantity of E-Tendered material which you are capable of supplying within the scheduled delivery period.

Name of the E-Tendered	Qty. that can be supplied by the firm within scheduled delivery period.

4. Suggestion for improvement of the E-Tender document.
.....

Place.....
Date

Signature of contract
Name of Contractor

BID FORM

To

From,

.....

.....

.....

.....

Bidder's Reference No:..... Dated.....

Ref: Your E-Tender Enquiry No.dated

1. Having examined the above mentioned E-Tender enquiry document including amendment/ clarification/ addenda Nos. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver SUPPLY OF GARDEN UMBRELLA with stand & canopy's 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 the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of 365 days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Nationalized / scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (E-Tender Information).
7. Until a formal Purchase 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.

Dated: day of 2018

Witness

Signature

Signature.....

Name

Name

In the capacity of

Address

Duly authorized to sign the bid for and on behalf of

PRICE SCHEDULE**Annexure-VIII**

1. The rate should be quoted in figures in Col-A. Without any overwriting, correction, error, omission, etc. Corrections.
2. The E-Tender with rate quoted in other than Financial Bid, in the E-Tender document, is liable for rejection summarily.
3. The rate quoted by the bidder should be firm, final and valid for one year from date of issue of letter of Intent. CGMT will have discretion to extend the validity of contract for additional period of six months on the same terms and conditions.
4. I have gone through the terms and conditions detailed in the E-Tender schedule in the reference cited above. I am agreeable to all the terms and conditions mentioned there in. My rate for the above items as per the specifications, are furnished in words and figures.
5. Rates quoted in column C shall be inclusive of transportation charges / Octroi charges and other incidental charges EXCEPT GST.

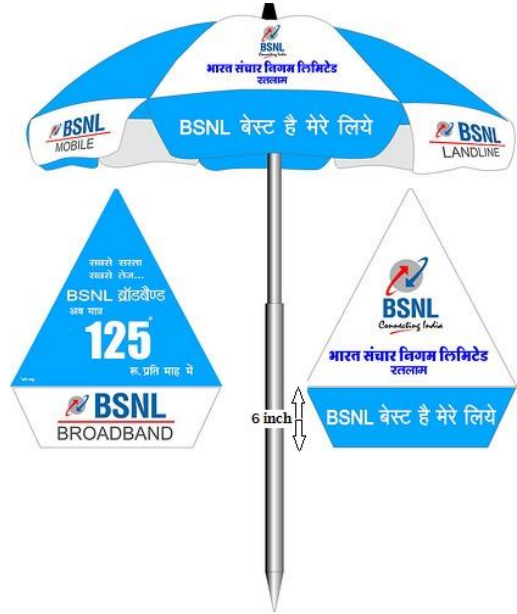
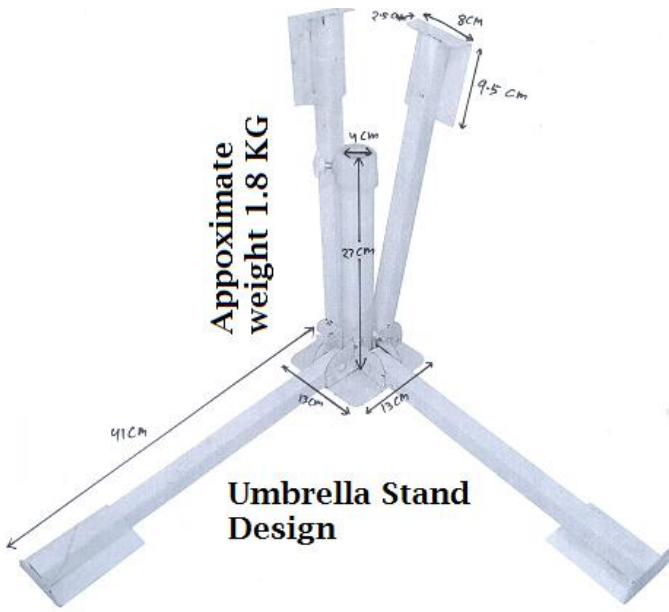
Description of Item	A		B	C
	Rate per Unit including all		Est. Qty. in Nos.	Total Cost = A*B in Rs.
Garden Umbrella as per Specification at page No.8 excluding stand	In figure		1000	
	In words			
Folding Stand for Garden Umbrella as per Specification at Page No.8	In figure		1000	
	In words			
Canopy	In figure		400	
	In words			
	In figure	Composite Price		
	In Words			

Check-List

Sl. No.	Name of the Document	Submitted Yes /NO	Page No.
i	One copy of the complete set of E-Tender documents duly filled in and signed on each page by authorized signatory.		
ii	E-Tender Cost of Rs.590/- (In form of DD/BC in favor of DD/BC in favor of AO (A&P), O/o the CGMT, BSNL, Odisha Circle		
iii	EMD of Rs.54, 560/- In form of DD/BG DD in favor of AO (A&P), O/o the CGMT, BSNL, Odisha Circle BG in favor of CGM, BSNL, Odisha. (Format for BG available at Annexure-III)		
iv	MSE Bidder having valid certificate from bodies specified by Ministry of MSME with approval of monetary limit and registered for such work will be exempted from submission of BID security as per rule. The proof of the same must be produced in the technical bid. (The Original is to be produced before TOC during opening of the E-Tender).		
v	TOTAL TURN-OVER During last three assessment years i.e. 15-16, 16-17, 17-18 should be 41 Lakhs or more. But Turn over certificates for all the three FY is to be produced. It should not be zero for any FY. If not submitted for any FY then it will be treated as zero and document will be rejected. (FY- Financial Year).		
vi	EXPERIENCE of carrying SUPPLY OF any kind of PROMOTIONAL ACTIVITY ITEMS such as GARDEN UMBRELLA / Canopy etc. for any Govt. / Semi Govt. / PSU / Private companies during 15-16, 16-17 & 17-18 should be Rs. 9.55 lakhs or more in total. Experience certificate must be signed not below the rank of DGM (JAG level) in case of Govt. / Semi Govt. / PSU. In case of Pvt. not below the rank of Sales/Marketing head or equivalent rank .The details of Authorized signature, name, designation, contact no, e-mail ID etc. must be provided of the signing authority by the vendor.		
vii	'POWER OF ATTORNEY' Executed not earlier than 18 th May, 2018 in favor of the authorized signatory signing the E-Tender documents (It is not required in case of proprietor signed himself). Article & Memorandum of association with certificate of Registration in case of limited company or Authenticated copy of Partnership Deed, in case of partnership firm.		
viii	Undertaking for non-working of any relative in BSNL in the prescribed format available in Annexure-II		
ix	Copy of PAN card & Income Tax return for FY 2016-17 i.e. assessment year 2017-18.		
x	Copy of GST Registration Number and VAT clearance up to 31.3.2018		
xi	Bidder's Profile & Questionnaire duly filled & signed.		
xii	Financial BID duly filled and signed		
xiii	The bidder should be Indian companies/Firms & submit a self attested photocopy of registration of the firm as Proprietorship/partnership/Company etc.		
xiv	All documents are to be Signed & stamped.		

Note: All the bidders are instructed to clear the VAT up to 31.3.2018 and then apply for the BID.

Annexure-X



Garden Umbrella measurement details

