

Tender No. PLG/GC-288/2019-20/2

Dated 31.10.2019

TENDER DOCUMENT (LIMITED)

FOR

**REPAIRING OF EPBTS (NON CLIP & CLIP W/O PTPL MAKE) IN
CUTTACK SSA**

(TECHNICAL BID)

**BHARAT SANCHAR NIGAM LIMITED,
(A GOVT. OF INDIA ENTERPRISE)
O/o the General Manager, Telecom District, CUTTACK – 753012**

**PRICE Rs. 590.00
(Rs. 500/- + 18% GST)**

Signature of the bidder

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

O/o the General Manager, Telecom District, CUTTACK – 753012

No. PLG/GC-288/2019-20/2

Dated 31.10.2019

SECTION-1

NOTICE INVITING TENDER (LIMITED)

1. Sealed (PVC tape/Wax) tenders are hereby invited by the General Manager Telecom District, Cuttack for repairing of EPBTs (Non CLIP & CLIP W/O PTPL Make) in Cuttack SSA

Description	EMD (Rs.)	Estimated Cost (Rs.)	Sale of Tender document	Date & time for submission of tender	Date of opening of tender paper (Technical bid)	Date of opening of tender paper (Financial bid)
Repairing of faulty EPBTs (Non CLIP & CLIP W/O PTPL Make)	3800.00	1,90,000.00	From dt 31.10.2019 to 20.11.2019 on all working days during office Hrs	Upto 13.30 hrs of 21.11.2019	At 15.00 hrs on 21.11.2019	Will be intimated later.

2 Purchase of Tender Document:

2.1 The tender paper can be obtained from SDE (Planning), Office of the GMTD, BSNL, Link Road, Cuttack-12 on payment of Rs.590.00 (Rupees five hundred ninety only) in the form of a Demand Draft/Banker Cheque drawn on any Nationalized/Scheduled Banks at Cuttack payable to the A.O. (Cash), O/o GMTD, BSNL, Cuttack. The bidder can also download the tender document from www.odisha.bsnl.co.in or <https://eprocure.gov.in/cppp> and submit along with required amount of tender document fee.

2.2 The tender documents shall be issued free of cost to MSME bidders on production of requisite proof in respect of valid certification from MSME for the tendered item.

3. **Eligibility Criteria:** - The bidder should have eligibility & submit as follows

- a) Cost of tender paper and EMD:- as mentioned above b) Self attested copy of valid registration certificate issued by the State/Central government authorities for undertaking to repair electronic appliances, c) Self attested copy of GSTIN Registration Certificate & latest return of GSTIN, d) Self attested copy of PAN card with latest IT return, e) Certificate for no near relatives in BSNL/DOT/MTNL. Self attested copy of experience certificate for repairing of EPBT for minimum amount of Rs. _____ in last three financial years (i.e. 2016-17, 2017-18 & 2018-19) and current year given by any Telecom District of BSNL/MTNL/Govt. of India/Central PSU. The experience certificate should be issued by an officer not below the rank of Deputy General Manager or equivalent, g) Power of attorney as per clause 13.3 of Section-3 (if applicable), h) Self attested copy of memorandum article/ partnership deed/affidavit/proprietorship (which is applicable), i) All pages to be signed by the bidder.

The documents as listed out in Section-17 should be submitted along with tender paper. If any one of the above items required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage.

4. Bid Security/EMD:

The bidder shall furnish the EMD (Bid Security) in shape of demand draft/banker cheque/FDR drawn in favour of A.O. (Cash), BSNL, O/o GMTD, Cuttack and payable at Cuttack

Note:- The MSME units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.

5. Last **Date & time of Submission of Tender bids:** As mentioned in the table above.

6. Place of opening of Tender bids: Room No. 208, O/o GMTD, BSNL, Cuttack,

7. Rejection of tender:- Unsealed, Late receipt, incomplete, ambiguous and conditional tender will be rejected.

8. If the last date of tender paper receipt and opening of tender is declared a holiday or observed a BANDH due to any reason, the next working day as per schedule time will be treated as last date of receipt and open of the tender.

9. The PGMTD, Cuttack reserves the right to accept or reject any or all the tenders without assigning any reason what so ever and is not bound to accept the lowest tender.

**DGM (NW-OP-CFA) Rural,
O/o GMTD, BSNL, Cuttack**

Copy to:-

1. Notice Board of the GMTD, Cuttack/ Telephone Bhawan, Cuttack
2. All SSA Heads other than Cuttack.
3. SDE (Computer) for displaying in website:- www.odisha.bsnl.co.in & <https://eprocure.gov.in/cppp>
4. Bidders of having experience for repairing of faulty EPBT

Signature of the bidder

TABLE OF CONTENTS

Section	Content	Page No.
1	Notice Inviting tender	2
2	Tender Information	4
3	Scope & Specification of work	5
4	General Instruction to bidders	6-11
5	General (Commercial) conditions of contract	12-14
6	Proforma for Performance Bank Guarantee	15-16
7	Proforma for Letter of Authorization for attending Bid Opening Event	17
8	Bidder's profile	18
9	Bid Form	19
10	Certificate on non-working of near relatives in BSNL.	20
11	Agreement	21
12	Undertaking & declaration	22
13	Declaration on clause by clause compliance	23
14	Declaration for Downloading the tender Document	24
15	Declaration of Non tampering of tender document	25
16	Undertaking regarding genuineness of the tender document/information submitted	26
17	Check List	27
18	Price schedule	29

SECTION- 2 Tender Information

1. **Type of Tender:**
 - (a) No of Bid Submission Stage for tender-- **Single**
 - (b) No. of Envelopes for submission of Bids: **Three Nos**
2. **Bid validity Period:-** 120 days from the date of opening of the tender.
3. The first envelope will be named Bid Security envelope, 2nd envelope will be named as Techno-Commercial and will contain documents of bidder's satisfying the eligibility/Technical and commercial conditions and 3rd envelope will be named as Financial Bid envelope containing financial quote. These envelopes shall contain one set of the following documents:
 - a. **Bid Security envelope will contain:**
 - (i) EMD as per **Section-I NIT**
 - (ii) Cost of the tender documents i.e. tender fee **Section-I NIT**
 - b. **Techno Commercial envelope shall contain:**
 - i. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in **Section-I of the detailed NIT.**
 - ii. Power of Attorney and Authorization for executing the power of Attorney in accordance to tender document.
 - iii. Bidder's Profile duly filled and signed.
 - iv. Non-Relation Certificate duly filled and signed
 - v. Undertaking and declaration duly filled and signed
 - vi. Clause by clause compliance duly filled and signed
 - vii. Tender documents duly signed at the end of each page for having read it and accepted it.
 - viii. Tender/Bid Form duly filled and signed
 - c. **Financial Bid envelope shall contain:**
 - Rate quotation - Price Schedule duly filled and signed.
4. **Payment terms:-** As per clause 6 of Section-5.
5. **Issue of work order:-** SDE (MM) Cuttack. The work order will be issued by SDE (MM) or any other officer of this office decided by the head of SSA

Signature of the bidder

SECTION- 3
SCOPE & SPECIFICATION OF WORK & REQUIREMENT

1. The firm/party will be supplied faulty EBPTs (Non CLIP & CLIP W/o PTL Make) by SDE Store, Cuttack and the instruments to be received by the party/firm under acquaintance of their authorized agents over the work order/requisition letter containing the relevant serial nos. of the faulty instruments along with its make, type etc.
2. The Contractor has to repair all the equipments so received within 15 (fifteen) days and deliver the same to the SDE (Store) Cuttack under acquaintance over the delivery challan **No. instrument can be returned as non-repairable, except serious burnt cases.** After repair and delivery of one lot next instruments can be issued for repairing.
3. The firm/Party has to set up his repair centre at the SSA headquarter, Cuttack.
4. The firm/party will keep sufficient spare parts and **the repair rates should be inclusive of spare part cost, transportation, taxes etc.**
5. The firm/party has to give a guarantee of **3 months** service for the repaired instruments. If the repaired instruments go out of order within 3 months (from the date of handing over the repaired instruments) he has to repair the same at free of cost. The firm/party will put a sticker with date on the repaired instrument to keep note of the guarantee period.
6. The performance of the telephone instrument should be tested for dial, speech, ring etc. after repair and at the time of giving delivery and necessary certificate from the SDE (Store) Cuttack obtained over the delivery challan. The repaired instruments are to be delivered as per the prescribed time limit in the work order failing which LD charges @ 2% of the repaired cost will be deducted.

(B) Quantum of Work :-

Sl No	Name of the items for repairing	Quantity to be repaired
1	Non- CLIP Telephones (EPBT)	2500 nos
2	CLIP EPBT (W/O PTPL Make)	1500 nos

N.B:- Quantity may vary as per actual faulty sets available during repairing period.

SECTION-4

GENERAL INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- a) "**The Purchaser**" means the General Manager Telecom District, BSNL, Cuttack.
- (b) "**The Bidder**" means the individual or firm who participates in this tender and submits its bid.
- c) "**Letter of Intent**" means the intention of Purchaser to place the Purchase Order on the bidder.
- d) "**The Contract Price**" means the price payable to the service supplier under the purchase order for the full and proper performance of its contractual obligations.
- e) "**Successful Bidder(s)**" means the bidder(s) to whom the work in this tender is awarded.
- (f) "**Customer ID**" means: - An ID to be created for each bidder by SDE (marketing) for receiving of tender document fee & EMD.

2. ELIGIBILITY CONDITIONS:

The bidder should submit documents as per details mentioned in clause-3 of NIT, Section-1.

Note:- The successful bidder has to produce the above original documents for verification when he is called for so.

3. COST OF BIDDING

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

4. DOCUMENTS REQUIRED

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

5. CLARIFICATION OF BID DOCUMENTS

- 5.1. 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 **14 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.
- 5.2 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. AMENDMENT OF BID DOCUMENTS

- 6.1 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.
- 6.2 The amendments shall be notified/intimated to the bidder 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.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into

Signature of the bidder

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:

- (a) **Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10.**
- (b) Bid Security furnished in accordance with clause 11.
- (c) A Bid form and price schedule completed in accordance with clause 8 & 9.

8.0 BID FORM

The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents.

9.0 BID PRICES

The bidder shall quote the rate as per price schedule.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.

- a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
- b) Power of Attorney as per clause 13.3 (a) and authorization for executing the power of Attorney as per clause 13.3 (b) or (c).
- c) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.

11.0 BID SECURITY / EMD

11.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(NIT).

11.2 The MSE bidders are exempted from payment of bid security:

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- c) MSE unit is required to submit its monthly delivery schedule/submit valid limit.
- d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

11.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 11.7.

11.4. A bid not secured in accordance with Para 11.1 & 11.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage

11.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible within 30 days of finalization of the tender or expiry of the period of the bid validity period.

11.6 The successful bidder's bid security will be released only after submission of required performance bank guarantee/FDR and signing agreement.

11.7 The bid security may be forfeited:

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form

Signature of the bidder

or extended subsequently; or

- b) In the case of successful bidder, if the bidder fails to sign the contract

12.0 PERIOD OF VALIDITY OF BIDS

- 12.1 Bid shall remain valid for period specified in clause 2 of Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 12.2 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 11 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.

13.0 FORMAT AND SIGNING OF BID

- 13.1. The bidder shall submit his bid, online (in case of e-tendering) & through sealed envelopes physically (in case of tenders with manual bidding process), complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature (in case of e-tendering) & by hand signatures (for manual bidding process), by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

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

- 13.2. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

13.3 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of 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.
- (e) Original 'Power of Attorney' in case person other than tenderer has signed the tender documents.

Note:- In case the Power of Attorney authorized by company/partnership firms to any of their directors/ partnership holder, this specimen signature of authroised signatory should be attested by the company's / firm's banker.

14. SEALING AND MARKING & SUBMISSION OF BIDS

- 14.1 Bid for each tender should be submitted in three envelopes placed inside a main cover. These envelopes should contain the following.

Envelop	Marked on the cover	Contents of envelope
First	Bid security	Containing EMD & Tender document fee
Second	Qualifying bid	Containing documents as per NIT
Third	Financial bid	Rates duly quoted by the tenderer in the prescribed format.

On all these envelopes the name of the firm and whether "Bid Security" OR "Qualifying" OR "Financial" bid must be clearly mentioned and should be properly sealed with sealing wax/packing PVC tape. These envelopes are to be placed inside an outer envelope and properly sealed with sealing wax/packing PVC tape. The tenders which are not submitted in above mentioned manner shall be summarily rejected.

- 14.2 All envelopes (3 inner & one outer) must bear the following:

Signature of the bidder

(Tender for Repairing of faulty EPBTs (Non CLIP & CLIP W/O PTPL Make)
 “NOT TO OPEN BEFORE (_____)
 (Tender No. _____ dated _____ at Cuttack)

- 14.3 Bid shall be addressed to the following address
AGM (NW- PLG-CFA), Room No. 208, O/o GMTD, BSNL, Door Sanchar Bhawan, Link Road, Cuttack-753012
- 14.4 Bids delivered in person shall be dropped by that person in the tender box kept with **The AGM (NW-PLG-CFA), Room No. 208, O/o GMTD, Door Sanchar Bhawan, Link Road, Cuttack-12** on or before the date and time specified in NIT. The purchaser shall not be responsible in any way about the bids that are delivered /dropped elsewhere and/or after the last date and time for receipt of bids.
- 14.5 The tender documents can be sent by Regd. Post/Speed Post & should reach this office in time as specified in NIT. BSNL will not be responsible for any delay in postal transit/missing.
- 14.6 No bid shall be accepted if submitted after due date time as mentioned in NIT.
- 14.4 No bid shall be accepted if submitted after due date time as mentioned in NIT.

15.0 OPENING OF BIDS BY PURCHASER

- 15.1 Bids will be opened by TOC in due time and date as mentioned in the NIT.
- 15.2 The bidder/bidder representative, who are present in the bidding process shall sign in attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening.
- 15.3 A maximum of one representative of any bidder shall be authorized and permitted to attend the bid opening.

16. PRELIMINARY EVALUATION

- Tendering authority shall evaluate the bids to determine whether they are complete in all respects, whether any computational errors have been made, whether required sureties have been furnished etc.
- Prior to the detailed evaluation, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents.
- For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid documents without any material deviation. The tendering authority’s determination of bid’s responsiveness shall be based on the contents of the bid itself without recourse of extrinsic evidence.
- A bid, determined as substantially non-responsive will be rejected by the Tendering authority and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity. The tendering authority shall not be bound to show the reasons/causes of rejection of the bid.
- The Tendering authority may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

17. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- a. The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
- b. The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL, on the prices of goods/service offered inclusive of duties and taxes (excluding CENVAT-able Duties & Taxes)
- c. The evaluation and comparison of substantially responsive bids shall be done on the basis of lowest quoted composite rate.
- d. BSNL reserves right to negotiate against the price quoted by the bidder.
- e. Tendering authority may negotiate with L1 bidder only or may make counter offer of the same L1 negotiated price to other successful bidder(s). However, BSNL reserves the right to award the work to multiple bidders.

18. ISSUE OF LETTER OF INTENT

- 18.1. The issue of LOI shall constitute the intention of the Purchaser to enter into contract with

Signature of the bidder

the bidder.

- 18.2 The bidder shall within 14 days of issue of the LOI, give its acceptance along with performance security/FDR & agreement paper.

19. AWARDING/SIGNING OF CONTRACT & TENDER VALIDITY

- 19.1 The purchaser will award the contract to the lowest quoted bidder.
 19.2 The issue of Purchase/work order shall constitute the award of contract on the bidder.
 19.3 The normal tender period is for one year. In case of availability of estimated cost, the tender period can be extended further six months & it can be further extended another six months on mutual understanding with same terms and conditions.

20. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 16 & 17 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.

20. REJECTION OF BIDS

- 20.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
 a) If it is not sealed as per clause 14
 b) If it is not complied eligibility condition as per clause 2
 c) If it is not complied clause 10 & 11
 d) If it is not complied with any other certificates/documents/variation in the tender documents etc

21. Purchaser's right to disqualify

Purchaser reserves the right to disqualify the supplier for a suitable period (not less than one year & not more than 2 years) who habitually failed to supply the equipment in time. Further, the suppliers whose equipment does not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period (not less than one year & not more than 2 years) as decided by the purchaser.

22. PURCHASER'S RIGHT TO BAN BUSINESS DEALINGS

Purchaser reserves the right to bar the bidder from participating in future tenders/EOIs/RFPs of BSNL for a period of two years in case he fails to honour its bid without sufficient grounds.

23. NEAR-RELATIONSHIP CERTIFICATE

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

(daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

24.4. The format of the certificate is given in Section 9.

25. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

As per requirement of the tender's conditions, if any document / paper / certificate submitted by the participant bidder is found to be false / fabricated / tempered / manipulated at any stage during bid evaluation or award of contract, then the bid security (EMD) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm. In case contract has already awarded to the bidder, then PBG would be forfeited and the contract would be rescind / annulled and BSNL would be at liberty to procure the ordered goods and services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm.

SECTION-5

GENERAL COMMERCIAL CONDITIONS OF CONTRACT

1. Application

These conditions shall apply in all the contracts made by the purchaser for the repairing of EPBT.

2. Delivery and documents

- 2.1 The goods shall be delivered in accordance with the delivery schedule specified in tender document & as per work order issued. The goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the items/goods shall be to the ultimate consignee as given in the purchase order.

3. Warranty

The equipments/ancillary items should have **three months** warranty from the date of repairing. If at any stage in this period, it is found defective and disorder, the same may be rectified immediately without any charges. The GMTD Cuttack has authority to forfeit the security deposit made for this purpose.

4. Delays in the supplier's performance.

- 4.1 Goods/services under the contract shall be provided strictly in accordance with the delivery schedule specified in the purchase order.
- 4.2 Delay(s) in the performance of delivery obligations shall render the supplier liable to any or all; of the following sanctions i.e. forfeiture of performance security (S/D), imposition of liquidated damages and/or termination of the contract for default, and/or barring the supplier for 1 year or more.
- 4.3 If at any time during performance of the contract, the supplier should encounter conditions impending timely delivery of the good/services, the supplier shall promptly notify the purchaser in writing of the full fact about the delay, its likely duration & cause(s). As soon as practicable after receipt of the supplier's notice, the discretion to extend the period for performance of the contract after mutual discussions, lies with the purchaser i.e. BSNL.
- 4.4 In case of the delayed service i.e. after the expiry of scheduled period, the penalty as mentioned in the tender document shall be levied.

5. PERFORMANCE SECURITY

- 5.1 The service supplier (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 estimated cost within 14 days from the date of issue of LOI by the Purchaser, for a period of 2 years.
- 5.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 5.3 The performance security Bond shall be in the form of Bank Guarantee/Fixed Deposit Receipt (FDR) issued by a Nationalized Bank /Scheduled Bank and in the proforma provided in Section-6 of this Bid Document.
- 5.4 The performance security will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

6. PAYMENT TERMS

- 6.1 The bill should be attached with the requisition letter/work order of the SDE (Store) and delivery challan duly certified. The bills have to be submitted in triplicate and shall be accompanied with a pre-receipt. The bill is to be submitted within **one month** of the completion of the work. In case the bill is submitted in delay more than one month, a penalty of 1% of the billed amount shall be deducted from the firm. After delay of 6

months, action for termination of the contract and forfeiture of SD will be initiated against the firm.

- 6.2 The bill is to be submitted through the SDE (Store) with counter signature of AGM (MM) and to be forwarded to this office with proper certificates.
- 6.3 Payment will be made through account in ERP process for which vendor form is to be submitted. The Telecom authority will not bear any collection charges.
- 6.4 Applicable TDS on the billed amount will be deducted towards Income Tax.
- 6.5 Sales Tax, if any required under the statutory rules of the Government can be deducted from the billed amount at the prescribed rate.

7. **PENALTY**

In case contractor fails to repair the EPBTs for a lot, within stipulated period (i.e.15 days), the contractor shall be liable to pay delay penalty @ Rs. 50.00 per week or part thereof for the same lot, up to a period of 4 weeks delay and there after @ Rs. 100.00 per week or part thereof per lot up to next 4 weeks delay. After 8 weeks delay, the GMTD Cuttack reserves the right to terminate the contract, forfeit the Security money and black list the firm.

8. **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.

9. **ARBITRATION**

- 9.1 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 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 or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CGM or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGM or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever,

the CGM, BSNL 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.

9.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

9.3 The venue of arbitration shall be BSNL CGMT Office, Bhubaneswar.

10. COURT JURISDICTION

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

10.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

“This Contract/ PO is subject to jurisdiction of Court at Cuttack only”.

SECTION- 6

(To be typed on Rs.100/- non-judicial stamp paper & for the period 2 years)

Dated:.....

Sub: Performance guarantee.

Whereas DGM (NW-OP-CFA) Rural, O/o GMTD, BSNL Cuttack R/o (hereafter referred to as GMTD, BSNL Cuttack) has issued an LOI no. Dated/...../20..... awarding the work of to M/s R/o (hereafter referred to as "Bidder") and GMTD, BSNL Cuttack has asked him to submit a performance guarantee in favour DGM (NW-OP-CFA) Rural, O/o GMTD, BSNL Cuttack of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date")

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

2. We, "the Bank" do hereby undertake and assure to the GMTD, BSNL Cuttack that if in the opinion of the GMTD, BSNL Cuttack, 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 GMTD, BSNL Cuttack the said sum limited to P.G. Amount or such lesser amount as GMTD, BSNL Cuttack may demand without requiring GMTD, BSNL Cuttack 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 GMTD, BSNL Cuttack shall be conclusive as regards the liability of Bidder to pay to GMTD, BSNL Cuttack 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 GMTD, BSNL Cuttack 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 GMTD, BSNL Cuttack 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 GMTD, BSNL Cuttack 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 GMTD, BSNL Cuttack or any indulgence by GMTD, BSNL Cuttack to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.

Signature of the bidder

- (b) The guarantee shall stand completely discharged and all rights of the GMTD, BSNL Cuttack 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 GMTD, BSNL Cuttack demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) O/o GMTD, BSNL, Cuttack.
- 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

SECTION-7

Proforma for Letter of Authorization for attending Bid Opening Event.

(To be typed preferably on letter head of the firm)

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the tender no. in respect of (Item of work) which is due to open on (date) in the Meeting Room, O/o

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

.....
Signature of the Representative
.....

Signature of Bidder/ Officer authorized to sign

Name of the Representative
.....

on behalf of the Bidder

Signature of the alternative Representative
.....

Name of the alternative Representative

Above Signatures Attested

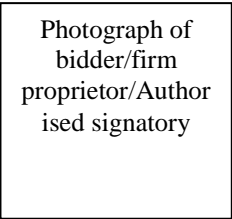
Note 1: Only one representative will be permitted to attend the Bid opening

- 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

Signature of the bidder

SECTION- 8
Bidder's profile.

(To be filled in and submitted by the bidder)



1. Name of the Individual/ Firm:
2. Present Correspondence Address
-
-
- Telephone No. Mobile No. FAX No.
-

3. Address of place of Works/ Manufacture
-
-
- Telephone No. Mobile No.

4. State the Type of Firm: Sole proprietor-ship/partnership firm / (Tick the correct choice): Private limited company.

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

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

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):
-

7. Permanent Account No. :

8. Details of the Bidder's Bank for effecting e-payments:
- (a) Beneficiary Bank Name:.....
 - (b) Beneficiary branch Name:.....
 - (c) IFSC code of beneficiary Branch.....
 - (d) Beneficiary account No.:.....
 - (e) Branch Serial No. (MICR No.):.....

Place.....

Signature of contractor

Date

Name of Contractor

Proforma for Performance Bank Guarantee

Signature of the bidder

SECTION-9

BID FORM

To

From,

.....
<complete address of the purchaser><complete address of the Bidder>
.....
.....

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

Ref: Your Tender Enquiry No.dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver 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 120 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 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 (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 20...

	Signature
Witness	Name
Signature.....	In the capacity of
Name	Duly authorized to sign the bid for and on
Address	behalf of

Signature of the bidder

SECTION-10

NO NEAR RELATIVES CERTIFICATE IN BSNL

[Certificate to be given by the contractor in respect of no near relative (s) in BSNL of the contractor]

DECLARATION

I/We _____ S/o _____
resident of _____ hereby certify that none of my near relative(s) as defined in the tender document is/are employed any where in BSNL as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the bidder _____

Name : _____

Note: The near relatives for this purpose are defined as :

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

Note: In case of proprietorship firm, certificate will be given by the proprietor, for partnership firm, certificate will be given by all the partners and in case of Private Ltd. Company, by all the directors of the company.

Signature of the bidder

SECTION-11 AGREEMENT

(To be typed on a Rs. 100.00 Non-judicial stamp paper)

This contract is made between the **GMTD, BSNL,Cuttack** party on the **first part** & M/s_____

(hereinafter called the contractor) party on the **second part**.

Tender no. _____ **dated** _____ .

The period of contract will be **12 months** with effect from **date** _____. In case the tender is further extended as per the terms & conditions of the tender, the contract shall remain valid till the expiry of the extended period of the tender on the same terms and conditions.

This contract is entered into by the BSNL with the contractor for

(Name of work): _____

The scope, terms and conditions/specification etc. of this contract will be as per original tender document.

I assure that I shall undertake the said work as per terms and conditions of contract during the tenure of the contract.

Performance Security Deposit of Rs.....is furnished below:-

Performance Security Deposit for Rs..... is furnished through of Bank Guarantee/
TDR NO/DD No. Dt..... of (bank)and it is valid
upto Dt.....

Party on the second part

Party on the first part

(Name, address & signature of the contractor with seal of the company)

DGM (NW-OP-CFA) Rural,
O/o GMTD, Cuttack

Witness (Contractor side)

Witness (Office side)

Signature
Name & address

Signature
Name & address

Signature of the bidder

SECTION-12

UNDERTAKING & DECLARATION

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

a) Certified that:

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

b) The tenderer hereby covenants and declares that:

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

Date:

.....

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

Signature of the bidder

SECTION – 13

DECLARATION ON CLAUSE BY CLAUSE COMPLIANCE

I _____ (authorized signatory) declare that I shall comply with all the terms and conditions of the tender documents as outlined in all the clauses unconditionally.

Place

Signature of the tenderer

Date

(Name of the Tenderer)

Signature of the bidder

SECTION – 14

Declaration for Downloading the tender Document.

I _____ (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website www.odisha.bsnl.co.in or <https://eprocure.gov.in/cppp> and no addition/deletion/correction has been made in the proforma downloaded. I also declare that I have enclosed a DD for Rs...../- towards the cost of tender document along with this bid. In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation.

Date: _____

Signature of Tenderer _____

Place: _____

Name of Tenderer _____
(Along with date & Seal)

Signature of the bidder

SECTION – 15

Declaration of Non tampering of tender document

I, Sri/Smt/M/s _____(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website www.odisha.bsnl.co.in or <https://eprocure.gov.in/eppp> and I have checked up that no page is missing and all pages as per the index are available and no addition/deletion/correction/tampering has been made in the tender document. In case at any stage, it is found that any addition / deletion / correction has been made, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Place: _____

Date: _____

Signature of bidder/Authorized Signatory

Name of the _____

Seal of the bidder: _____

Signature of the bidder

SECTION – 16

UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED

I, Shri/Smt Son/Daughter of Shri do hereby undertake that all the documents / certificates submitted by me with this tender (tender for repairing of EPBT (Non Clip & Clip W/o PTPL make) in Cuttack SSA) are true and are exact copies of the original documents/certificates are available with me.

I further undertake that if at any time any information furnished in the documents / certificates submitted by me are found to be false, BSNL will have every right to take suitable action against me including forfeiture of my EMD/ Performance Security Deposit, termination of my contact agreement and/or black-listing of my contract as deemed fit.

Place:

Signature of tenderer /Authorised signatory

Date:

Name & Seal of the tenderer

Signature of the bidder

SECTION – 17

CHECK LIST

(To be checked & filled in by bidder)

Sl No.	Documents/Certificates	Put a tick mark for copy enclosed/signed	Sl number to be given by bidder
1	Document fee in form of DD		
2	EMD in form of DD		
3	Self attested copy of valid registration certificate issued by the State/Central government authorities for undertaking to repair electronic appliances		
4	Self attested copy of GSTIN Registration Certificate & latest return/payment challan of GSTIN		
5	Self attested copy of experience certificate as per NIT		
6	Self attested copy of PAN card with latest IT return		
7	Self attested copy of MSME Document as per tender condition, if applicable for exemption of EMD /Form fee		
8	Power of attorney as per tender document (if applicable)		
9	Self attested copy of memorandum article/ partner deed/affidavit/ propertiorship (which is applicable)		
10	Bidder's profile to be duly filled in (with photograph) & signed		Page No.
11	Bid form duly filled in & signed		Page No.
12	Declaration of no near relative working in BSNL, DOT & MTNL duly filled in & signed		Page No.
13	Undertaking & declaration duly filled in & signed		Page No.
14	Declaration on clause by clause compliance duly filled & signed		Page No.
15	Declaration for Downloading the tender Document duly filled & signed		Page No.
16	Declaration of Non tampering of tender document duly filled & signed		Page No.
17	Undertaking regarding genuineness of the tender document/information submitted duly filled & signed		Page No.
18	All pages of tender document to be signed by bidder		All page

N.B:- The bidder has to submit required documents in a bunch putting a serial number to each document, that number is to be filled in this check list. The items above from Sl No. 10 to 17 are available in tender document, to be filled in & signed by the bidder positively.

Signature of the bidder

BID DOCUMENT

**REPAIRING OF EPBTS (NON CLIP & CLIP W/O PTPL MAKE) IN
CUTTACK SSA**

(FINANCIAL BID)

SECTION-18

PRICE SCHEDULE

Sl	Name of the items to be repaired	Approx Qty to be repaired	Unit rate quoted in Rs.	
			In figure	In words
1	Non- CLIP Telephones (EPBT)	2500 nos		
2	CLIP EPBT (W/O PTPL Make)	1500 nos		

Note:-

1. Rate should be exclusive of GST but inclusive of all other charges/any govt. levies.
2. Evaluation will be made on the Gross total of all items as above.
3. L1 will be the lowest gross total of items.
4. No transportation charge will be levied.

Signature of the bidder