



BHARAT SANCHAR NIGAM LIMITED  
O/o General Manager (CM), Odisha Telecom Circle

**E- Tender Document for  
RETAILER IN-SHOP BRANDING -2018  
For Odisha Circle**

TENDER No-OR/CM/SM/SHOP-BRANDING/18-19 Dtd at BBSR 6th July 2018

Last date & time for submission	17.00 Hrs. of 30.07.2018
Date & time of opening of technical Bid	12:00 Noon. of 31.07.2018
Date & time of Financial Bid opening	It will be intimated latter on.

**PLACE OF OPENING**

CONFERENCE HALL,  
O/o CGM, BSNL BHAWAN, ASHOK NAGAR  
UNIT-II, BHUBANESWAR-09

**Issued By:**

AGM. (Marketing)  
O/o the GM (CM) ODISHA Circle,  
Bhubaneswar-751009.

**Visit us at: [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in)**

**Rs. 590/-**

Signature of Bidder  
With official seal & date

**TENDER DOCUMENT FOR IN-SHOP BRANDING-2017****BHARAT SANCHAR NIGAM LIMITED***(A Government of India Enterprise)***O/o CGM, BSNL BHAWAN, ASHOK NAGAR, BHUBANESWAR-751009****From:**

**CGM, BSNL, Odisha Circle,  
BSNL Bhawan, Unit-II,  
Ashok Nagar, Bhubaneswar -9**

**Sub: - Tender document for IN-SHOP-BRANDING -2018****Tender No.: OR/CM/SM/SHOP-BRANDING/18-19****Dated at BBSR the 6th July 2018**

Please find enclosed the tender document in respect of above mentioned 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 **30th July 2018**.

AGM (MKT), O/o GM-CM  
2<sup>nd</sup> Floor Sales section  
BSNL Bhawan,  
ASHOK NAAGR, Unit-II  
Tel.: 0674-2506179, FAX-2504034  
E-Mail: [aqm.sm.cm@gmail.com](mailto:aqm.sm.cm@gmail.com)

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

(A Government of India Enterprise)

**O/o CGM, BSNL BHAWAN, ASHOK NAGAR, UNIT-II, BHUBANESWAR-751009**

Digitally sealed Tenders are invited by CGM, BSNL, Odisha Circle, for supplying the following Items.

1	Tender Notice No. & Date	<b>OR/CM/SM/SHOP-BRANDING/18-19 Dated at BBSR the 6th July 2018</b>
2	Time and date of E-submission of tender	Up to 17.00 hrs of 30th July 2018.
3	Time & Date of E-opening of Tender (Technical Bid Only)	The tenders shall be opened on 12 Noon of <b>31st July 2018</b> through 'Public Online Tender Opening Event (POTOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, authorized representatives of bidders can attend the TOE at the Conference Hall, 4th floor, BSNL BHAWAN, ASHOK Nagar; Bhubaneswar-751009 where BSNL's Tender Opening Officers will conduct Public Online <b><u>Tender Opening Event (TOE) on 13:00 hrs of 31st July 2018.</u></b>
4	Minimum Validity of Tender offer	150 days from the date of opening
5	Availability of Tender Document	Tender document can be downloaded from the website: <a href="http://www.orissa.bsnl.co.in">www.orissa.bsnl.co.in</a> following the link-'Orissa'. Further the Tender document for participating in E-tender shall be available for downloading from <a href="http://www.tenderwizard.com/BSNL">www.tenderwizard.com/BSNL</a> following the link for Tenders through <b>E-Tender by BSNL and to be submitted in the e-format from 6th July 2018 to 30th July 2018.</b> As tenders are invited through e-tendering process, physical copy of the tender document would not be available for sale or be accepted physically.
6	Name of the work	IN-SHOP-BRANDING -2018 for all SSA of BSNL Odisha Circle.
7	Duration of contract	365 days from the date of award of contract. Can be further extended up to 6 months on mutual consent basis with same terms and conditions.
8	Estimated cost of contract (Approx.)	Rs2500000/- (Rupees Twenty Five Lakhs Only)
9	Cost of Tender paper	Rs.590/- (Rupees five hundred Ninety) only (Non-refundable) in shape DD/BC in favor of <b>AO (A&amp;P), O/o CGMT, Odisha Circle Bhubaneswar, Odisha payable at Bhubaneswar.</b>
11	BID security	<b>EMD for Rs 50, 000/- in shape of BG in favor of CGM, BSNL, Odisha</b> <b>EMD for Rs 50, 000/- in shape DD/BC in favor of AO (A&amp;P), O/o CGMT, Odisha Circle Bhubaneswar, Odisha payable at Bhubaneswar</b> is to be drawn on any Nationalized/Scheduled Bank.
12	SALES TURNOVER	Sales Turnover of Rs 37.5 Lakhs from any Chartered Accountant.
13	Rejection of Tender	The CGM reserves the right to cancel / reject any or all the 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**

<b>I</b>	Valid Registration/Incorporation certificate of the firm/bidder.
<b>II</b>	Valid Pan Card with IT returns for the AY 17-18.
<b>III</b>	Valid GST registration Number.
<b>IV</b>	Total turn-Over During last three audited Assessment year i.e. AY 15-16, 16-17 & 17-18 should be of Rs 37.5 Lakhs or more.
<b>V</b>	Total Experience of printing, supplying & Fixing of VINYL/SUN-BOARD/ACRYLIC of Govt. / Semi Govt. / PSU / Private companies during 15-16, 16-17 & 17-18 should be Rs. 8.75 lakhs or more in total. Experience certificate must be signed not below the rank of <ul style="list-style-type: none"> <li>• DGM (JAG &amp; equivalent level), in case of Govt. / Semi Govt. / PSU.</li> <li>• In case of Pvt. Companies not below the rank as mentioned above or equivalent level.</li> </ul> The details like name, designation, contact no, email ID of the signing Authority must be mentioned in the experience certificate.
<b>VI</b>	A self declaration that, the bidder is not black listed by any statutory authority.
<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**  
 O/o CGM, BSNL BHAWAN, ASHOK Nagar  
 Bhubaneswar-09, Odisha

**NOTICE INVITING E-TENDER**

OR/CM/SM/SHOP-BRANDING/18-19

Dated at BBSR the **6th July 2018**

Digitally Sealed tenders are invited by CGM, BSNL, Odisha Circle, Bhubaneswar from the prospective bidders for the following work:

Name of the Item/ Work	Estimated Cost	Bid Security/Earnest Money Deposit Amount for the E-Tender
IN-SHOP-BRANDING - 2018 for BSNL Odisha Circle.	Rs.2500000/- (Rupees Twenty Five Lakhs only).	Rs.50000/- (Rupees Fifty Thousand only)

Last date of receipt of tender **is 30th July 2018** up-to 17 Hrs.

Note: Tender document can be downloaded from the website: [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in) following the link-'Orissa'. Further the Tender document for participating in E-tender shall be available for downloading from [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) following the link for Tenders through E-Tender by BSNL and to be submitted in the e-format from **6th July 2018 to 30th July 2018**. As E-Tenders are invited through e-tendering process, physical copy of the tender document would not be available for sale or will be accepted physically.

**AGM (MKT)**  
**O/o the CGM, BSNL,**  
**Odisha Circle, Bhubaneswar-9**  
**Tel.: 0674-2506179, FAX-2504034**  
**E-Mail: [agmcmtsmkt@gmail.com](mailto:agmcmtsmkt@gmail.com)**

## SECTION- 2

E-Tender Information1. 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 GM-CM, BSNL, 2nd Floor, BSNL Bhawan, Unit-II, Ashok Nagar, Bhubaneswar-9 on or before 17 hrs of 30th Jul 18, in a Sealed Envelope. The envelope shall bear (name of the work), the E-Tender number and the words 'DO NOT OPEN BEFORE' (12:00Hrs on 31st Jul 2018).

- 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.
- **A sample of eco solvent Vinyl pasting on 3mm Sun-Board with BSNL LOGO of Size 6"X6".**

**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 6th July 2018 in favor 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.**

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 24<sup>th</sup> July 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:** Installation & Supply of IN-SHOP Branding of retailer premises with eco solvent Vinyl with and without 3mm Sun-board for BSNL Odisha Circle as per the specification given below to all the 13 Telecom Districts. The quality should be strictly as per the specification given by BSNL and should be approved before printing the whole lot by the vendor from BSNL.

**SCOPE of WORK:**

1. **VINYL DANGLERS:** Supply of DANGLERS with Eco Solvent VINYL Pasting on both sides of 3mm SUN-BOARD to all 13 SSA of Odisha Telecom Circle.
2. **WALL WRAPPING:** Installation and Fixing of WALL WRAPPING of retailer Premises/CSC Premises with one-side Eco Solvent VINYL pasting over 3mm SUN-BOARD at all 13 SSA of Odisha Telecom Circle.
3. **WALL WRAPPING:** Installation and Fixing of WALL WRAPPING on departmental/Hired Vehicles of BSNL & of retailer Premises/CSC Premises with Eco Solvent VINYL at all 13 SSA of Odisha Telecom Circle.

**SPECIFICATIONS AND OTHER TERMS & CONDITIONS**

<b>ITEM</b>	<b>MATERIAL SPECIFICATION</b>	<b>QUANTITY in SQFT</b>
IN-SHOP BRANDING OF RETAILER PREMISES.	<b>VINYL DANGLERS with Eco Solvent VINYL Pasting on both sides of 3mm SUN-BOARD</b>	<b>18000 sq. ft.</b>
	<b>WALL WRAPPING of retailer Premises/CSC Premises with one-side Eco Solvent VINYL pasting over 3mm SUN-BOARD.</b>	<b>7500 sq. Ft.</b>
	<b>WALL WRAPPING on Dept/Hired Vehicles &amp; of retailer Premises/CSC Premises with Eco Solvent VINYL.</b>	<b>15000 sq. Ft.</b>

- The tender is valid for a period of 1 year w.e.f. the date of the agreement, however the tender period can be extended further up to 6 months with the approval of the CGMT, Odisha on mutual consent basis with the same terms and conditions.



**SECTION- 3 Part B****SPECIFICATIONS****SPECIFICATIONS AND OTHER TERMS & CONDITIONS**

SN	ITEM	MATERIAL SPECIFICATION
1	In-Shop Branding of retailer premises in all SSA of Odisha Telecom Circle, BSNL.	DANGLERS with Eco Solvent VINYL Pasting on both sides of 3mm SUN-BOARD
2		WALL WRAPPING of retailer Premises/CSC Premises with one-side Eco Solvent VINYL pasting over 3mm SUN-BOARD.
3		WALL WRAPPING on Dept/Hired Vehicles & of retailer Premises/CSC Premises with Eco Solvent VINYL.

## SECTION- 3 Part C

**SCHEDULE OF REQUIREMENTS (SOR)**

ITEM	QUANTITY	UNIT OF MEASUREMENT
<b>DANGLERS with Eco Solvent VINYL Pasting on both sides of 3mm SUN-BOARD</b>	<b>18000 sq. ft.</b>	Square Feet (Sqft)
<b>WALL WRAPPING of retailer Premises/CSC Premises with one-side Eco Solvent VINYL pasting over 3mm sun-board.</b>	<b>7500 sq. Ft.</b>	
<b>WALL WRAPPING Dept/Hired Vehicles &amp; of retailer Premises/CSC Premises with Eco Solvent VINYL.</b>	<b>15000 sq. Ft.</b>	

- **The quantity mentioned above is indicative. However, CGMT, Odisha circle can vary the QUANTITY by +/- 25% based on the requirement.**

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

**1. DEFINITIONS**

- "The Purchaser" means the Bharat Sanchar Nigam Ltd. (BSNL), Bhubaneswar
- "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- "The Supplier" or "The Vendor" means the individual or firm supplying the goods under the contract
- "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- "The 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.
- "Validation" is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- "Telecom Service Provider" means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- "Successful Bidder(s)" / vendors mean the bidder(s) to who work in this tender is awarded.

**2. ELIGIBILITY CONDITIONS:**

<b>I</b>	Valid Registration/Incorporation certificate of the firm/bidder.
<b>II</b>	Valid Pan Card with IT returns for the AY 17-18.
<b>III</b>	Valid GST registration Number.
<b>IV</b>	Total turn-Over During last three audited Assessment year i.e. AY 15-16, 16-17 & 17-18 should be of Rs 37.5 Lakhs or more.
<b>V</b>	Total Experience of printing, supplying & Fixing of VINYL/SUN-BOARD/ACRYLIC of Govt. / Semi Govt. / PSU / Private companies during 15-16, 16-17 & 17-18 should be Rs. 8.75 lakhs or more in total. Experience certificate must be signed not below the rank of <ul style="list-style-type: none"> <li>• DGM (JAG &amp; equivalent level), in case of Govt. / Semi Govt. / PSU.</li> <li>• In case of Pvt. Companies not below the rank as mentioned above or equivalent level.</li> </ul> The details like name, designation, contact no, email ID of the signing Authority must be mentioned in the experience certificate.
<b>VI</b>	A self declaration that, the bidder is not black listed by any statutory authority.
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.	

**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:**

- The goods required to be supplied; 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 at page No.- 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:**

- 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 **10 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.
- Any clarification issued by BSNL in response to query rose 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:**

- 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 **www.odisha.bsnl.co.in** or by following the link-'<http://www.orissa.bsnl.co.in/newtender.php?tenderdistrict=Orissa>'. Further the Tender document for participating in E-tender shall be available for downloading from [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) following the link for Tenders through E-Tender by BSNL.
- 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. 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 with clause B of Section-1 –Part A.
  - Bid Security furnished in accordance with clause-A of Section-1- Part-A.
  - A Bid form and price schedule completed in accordance annexure- VII & VIII

**8. BID FORM**

- The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied, brief description of the goods, quantity and prices as per annexure-VII.

**9. BID PRICES**

9.1 The bidder shall **QUOTE THE ITEM WISE UNIT-PRICE/SQFT OR NUMBER (In Col-D of Annexure-VIII)** inclusive of all Levies i.e. packing, handling & forwarding, freight, installation and replacement etc. ( wherever applicable) **except GST**. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods it proposes to supply under the contract as per the price schedule given in Annexure-VIII. Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be accepted and entertained by the purchaser..

9.2 Prices indicated in the Price Schedule to be filled up as per Annex-VIII.

9.3 **Evaluation of the BIDDERS to be done on the Lowest Item-wise Quotes (in Col-B of Annexure-VIII) of the individual eligible bidders shall be accepted and valid throughout the contract period.**

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

<b>I</b>	One copy of the complete set of tender documents duly filled in and signed on each page by <b>authorized signatory</b> .
<b>II</b>	<b>TENDER DOCUMENT COST:</b> Rs.590/- (Rupees five hundred Ninety) only (Non-refundable) in shape DD/BC in favor of <b>AO (A&amp;P), O/o CGMT, Odisha Circle Bhubaneswar, Odisha payable at Bhubaneswar</b> .
<b>III</b>	<b>EMD</b> for Rs 50, 000/- in shape of BG in favor of <b>CGM, BSNL, Odisha</b> of an amount as mentioned below is to be drawn on any Nationalized/Scheduled Bank. <b>EMD</b> for Rs 50, 000/- in shape DD/BC in favor of <b>AO (A&amp;P), O/o CGMT, Odisha Circle Bhubaneswar, Odisha payable at Bhubaneswar</b> .
<b>IV</b>	Bidder having valid <b>NSIC/MSME certificate</b> with approval of monetary limit will be exempted from these costs 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 tender). In case the ownership of such MSE (Micro & Small Enterprises) Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
<b>V</b>	<b>Proof regarding turnover during the last three audited assessment years i.e. 15-16, 16-17 &amp; 17-18 of Rs. 37.5 Lakhs (Cumulatively), duly certified by the Chartered Accountant.</b>

<b>VI</b>	Experience of Rs 8.75Lakhs in VINYL/SUN-BOARD/ACRYLIC works from any Govt. / Semi Govt. / PSU /Private Companies during last 3 F.Y. i.e. FY 2015-16, 2016-17 & 2017-18.
<b>VII</b>	Power of Attorney' in favor of the signatory signing the tender documents. (Refer Section – 4 Part-A, Point 14.3).
<b>VIII</b>	Undertaking for non-working of any relative in BSNL in the prescribed format available in Annexure-II. In case of Partnership/Limited company all partners/Directors are to submit separate undertaking.
<b>IX</b>	Valid Pan Card with IT returns for the AY-2017-18.
<b>X</b>	Valid GST registration Number.
<b>XI</b>	Bidder's Profile & Questionnaire duly filled & signed.
<b>XII</b>	Valid Registration/Incorporation certificate of the firm/bidder.
<p>Note: • If any one of the above documents required to be submitted along with the technical bid is found wanting or incomplete, 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>	

### **11. DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BID DOCUMENTS.**

NOT APPLICABLE

### **12. BID SECURITY / EMD**

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).
- 12.2 The MSE bidders are exempted from payment of bid security:
- 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.
  - The enlistment certificate issued by MSME should be valid on the date of opening of tender.
  - MSE unit is required to submit its monthly delivery schedule.
  - 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.
- 12.3 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 12.7.
- 12.4. A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened(for manual bidding process)
- 12.5 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 prescribed by the purchaser pursuant to clause 13.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause no 27.3 of this section.
- 12.7 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 in accordance with clause 28.
- Note:** - The bidder shall mean individual company/ firm or the front bidder and its technology/ consortium partner, as applicable.

### **13. PERIOD OF VALIDITY OF BIDS**

- Bid shall remain valid for period 180days. 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.

**14. FORMAT AND SIGNING OF BID**

**14.1.** The bidder shall submit his bid, through online process only as it is an e-tender, 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 only, by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

**14.2.** 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.

**14.3 Power of Attorney**

- **Executed not before 6th July 2018.**
- 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.
- 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 favor 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. SEALING AND MARKING OF BIDS**

15.1 The bid should be submitted as per Clause 3 of tender information.

15.1.1 The bids may be called under

- a) Single Stage Bidding & Two Envelope System. However, the total bidding process has to be carried out ONLINE and only the documents as mentioned in the SECTION-2, Clause-2, Sub-Clause-OFFLINE DOCS shall be deposited in the tender box provided at the O/o AGM (MKT), 2nd Floor, BSNL BHAWAN, Ashok Nagar, Bhubaneswar-751009. The whole process of Online Bidding and the Physical submission of document and materials may be completed before 26.08.2017.

The details of sealing & marking of bids in each case is given below:

15.1.2 NA

15.1.3 NA;

15.2

- a) NA  
 b) The envelope with all documents as mentioned in SECTION-2, Clause-2, Sub-Clause-OFFLINE DOCUMENTS.  
 c) NA  
 d) NA.  
 e) NA  
 f) Venue of Tender Opening:

Conference Hall, 4<sup>th</sup> Floor, BSNL BHAWAN, AHSOK NAGAR, BBSR-9, Odisha

15.3 NA

**16. SUBMISSION OF BIDS**

**16.1.** Bids must be submitted by the bidders on or before the specified date & time indicated in Section-I i.e. DNIT.

**16.2.** The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

**16.3.** The bidder shall submit its bid offer against a set of bid documents purchased by him for all or some of the systems/ equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

**17. LATE BIDS**

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

**18. MODIFICATION AND WITHDRAWAL OF BIDS**

**18.1.** The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.

**18.2.** The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated (in case of e-tendering) as per clause 15.

**18.3.** Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

**19. OPENING OF BIDS BY PURCHASER:**

**19.1** The tenders shall be opened on 15 hrs of **31st July 2018** through 'Public Online Tender Opening Event (POTOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, authorized representatives of bidders can attend the TOE at the Conference Hall, 4<sup>th</sup> floor, BSNL Bhawan, Ashok Nagar; Bhubaneswar-751009 where BSNL's Tender Opening Officers will conduct Public Online Tender Opening Event (TOE) on 13:00 hrs of **31st July 2018**.

**19.2** 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).

**19.3** A maximum of one representative of any bidder shall be authorized and permitted to attend the bid opening.

**19.4** 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.

**20 CLARIFICATION OF BIDS**

**20.1** 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.

**20.2** 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 outrightly rejected without entertaining further correspondence in this regard.

**21 PRELIMINARY EVALUATION:**

**21.1** 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.

**21.2** 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

**21.3** 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.

**21.4** 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.

**21.5** 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.

**21.6** 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.

## **22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**

**22.1** The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

**22.2** The evaluation and comparison of responsive bids shall be done on the basis of the TOTAL COMPOSITE PRICE as quoted on Col-D of the price schedule at Annexure-VIII.

## **23 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.

## **24 PLACEMENT OF ORDER:**

**24.1** The Purchaser shall consider placement of orders for commercial supplies up to **THREE ELIGIBLE BIDDERS**, whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

**24.2** **All the successful bidders have to accept & oblige the rates accepted as lowest by BSNL.** However, at a later stage if there is any increase in Govt. duties/taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking viz.L1/ L2/ L3 .....etc keeping other levies & charges unchanged.

**24.3** The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

25.4 In the event of L2 and so on bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause3 (Distribution of Quantity) in section 4 Part B, shall be supplied by the L-1 bidder as part of whole contract.

## **25 PURCHASER'S RIGHT TO VARY QUANTITIES:**

- a) BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- b) NA
- c) NA

## **26 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

**26.1** 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.

**26.2** DELETED

**26.3** DELETED

## **27 ISSUE OF ADVANCE PURCHASE ORDER:**

27.1. The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.

27.2 The bidder 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 Section-7B.

27.3 DELETED

## **28 SIGNING OF CONTRACT:**

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

28.2 Upon the successful bidders, furnishing performance security pursuant to **clause 27**, the Purchaser shall discharge the bid security in pursuant to **clause 12**, except in case of L-1 bidder (s), whose EMBG/ EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4.



**29 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.

**30 QUALITY ASSURANCE REQUIREMENTS.**

- The Quality of the VINYL should confirm to the specifications as specified in Section 3 (B).
- The Color of the printing on the VINYL should not degrade for a period of at least 12 Months from the date of fixing.

**31 REJECTION OF BIDS:**

**31.1.** 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) The bids will be rejected at opening stage if Bid security is not submitted and bid validity is less than the period prescribed mentioned.
- b) If the eligibility condition is not met and/ or documents prescribed to establish the eligibility are not enclosed, the bids will be rejected without further evaluation.
- c) If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
- d) Price Schedule: Prices are not filled in as prescribed in price schedule.
- e) "Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".

**31.2** Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

**31.3.** Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the offline documents in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

**31.4.** The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

**31.5.** If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

**32. ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT:**

In case of default by Bidder(s)/ Vendor(s) such as

- a) Does not supply the equipment in time;
- b) Equipment does not perform satisfactory in the field in accordance with the specifications;
- c) Or any other default whose complete list is enclosed in Appendix-1.

Purchaser will take action as specified in Appendix-1 of this section.

**33. CLAUSE DELETED**

**34. NEAR-RELATIONSHIP CERTIFICATE:**

34.1. 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.

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

34.3 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).

34.4. The format of the certificate is given in Section 6 (B).

**35. VERIFICATION OF DOCUMENTS AND CERTIFICATES**

The bidder will ensure that all the documents and certificates, including experience/ performance and self certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per Clause-1 of Appendix-1 of this section.

**Note for Tender opening Committee:**

At the time of tender opening, the TOC will check/ verify that the documents conforming to eligibility part are submitted by the participant bidder duly authenticated by the authorized signatory to obviate any possibility of doubt and dispute and maintain veracity of the documents / papers/ certificates.

The documents/ papers to be submitted in respective bid part have been explicitly stated in clause- 10 of Section-4 Part A.

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

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

**36. Security Clause as per latest guidelines and requirement**

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.

**37. Reservation/ Procurement from MSE units:**

- The guidelines / instructions / laws issued vide D.O. no 21(1) -2011-M.A. April 25th, 2012 from Ministry of Micro, Small & Medium Enterprise (MSME) with respect to provisions for Micro & Small Enterprises (MSEs) shall be followed.

**SECTION-4 Part B****SPECIAL INSTRUCTIONS TO BIDDERS (SIB)**

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**

Refer SECTION-1 PART-A & Clause-A.

**2. Bid Security (EMD)**

The bank guarantee/DD for bid security or Micro & Small Enterprise (MSE) registration certificate for claiming exemption from submission of bid security, as prescribed in clauses 12.1 & 12.2 of Section-4 A of the bid document should be submitted by the bidder in a separate cover. The bank guarantee/DD so submitted shall be as per the format given in Section-7 A (Annex-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 to only **THREE 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	L3	RESERVED FOR MSE
• One bidder scenario	80%	Nil	Nil	20%
• Two bidder Scenario	48%	32%	Nil	20%
• Three Bidder	40%	24%	16%	20%

- Note 2: If no eligible MSE bidders are available/MSE bidder(s) happens to be a L1/L2/L3 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	L3
• One bidder scenario	100%	Nil	Nil
• Two bidder Scenario	60%	40%	Nil
• Three Bidder scenario	50%	30%	20%

- Note 3: DELETED.
- In the event of any of the eligible bidder(s) not agreeing to supply the tendered item(s), other successful bidders may be allotted the work at the same price (if agreed).
- The ordering price of any bidder shall not exceed the lowest evaluated package price.
- In the event of an eligible MSE bidder also selected as L1/L2/L3 then the distribution is to be done as per details provided in Table **“Without provisions for MSE Units”**.

## 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 Tender Documents. Submission of Bids only through online process is mandatory for this Tender. For conducting electronic tendering, CMTS unit, BSNL, Odisha Telecom Circle, Bhubaneswar is using the portal (<https://www.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 Tendering System<sup>®</sup> (ETS)
- ❖ Create Users and assign roles on ETS
- ❖ View Notice Inviting Tender (NIT) on ETS
- ❖ Download Official Copy of Tender Documents from ETS
- ❖ Clarification to Tender Documents on ETS
- ❖ Query to BSNL (Optional)
- ❖ View response to queries posted by BSNL, as addenda.
- ❖ Bid-Submission on ETS
- ❖ Attend Public Online 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 Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders)

#### **For participating in this tender online, the following instructions are to be read**

- Carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS
- **Note 1:** It is advised that all the documents to be submitted (See clause 3 & 5 of section 2) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.
- **Note 2:** While uploading the documents, it should be ensured that the file name should be the name of the document itself

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

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

#### **4. Registration**

The Tender document can be downloaded from the website:

[www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) and to be submitted in the e-format. Cost of Tender Document (in the form of DD) and Bid Security (in the form of DD) (in original) have to be submitted to CGM, BSNL, Odisha Circle, BSNL BHAWAN, Ashok Nagar, -751009 before the scheduled date and time of submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

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

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.

<b>Helpdesk</b>	
Telephone / Mobile Nos.	Mr Sanjib Mohapatra, 9937488749, 07377708585, [between 9:30 hrs to 16:00 hrs from 06/07/2018 to 30th Jul 18]
E-mail ID	<a href="mailto:twhelpdesk404@gmail.com">twhelpdesk404@gmail.com</a>
<b>BSNL Contact-1</b>	
BSNL's Contact Person	AGM (Mktg), O/o GM(CM), BSNL, Bhubaneswar-9
Telephone/ Mobile	0674-2506179 [between 9:30 hrs to 16:00 hrs from 06/07/2018 to 30th Jul 18]
E-mail ID	<a href="mailto:agmcmstsmkt@gmail.com">agmcmstsmkt@gmail.com</a>
<b>BSNL Contact-2</b>	
BSNL's Contact Person	SDE.(Mktg) O/o GM(CM), BSNL, Bhubaneswar-9
Telephone/ Mobile	0674-2506179 [between 9:30 hrs to 16:00 hrs from 06/07/2018 to 30th Jul 18]
E-mail ID	<a href="mailto:sdemktgcmts@gmail.com">sdemktgcmts@gmail.com</a>

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

The entire bid-submission would be online on ETS.

Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents/ Addendum/addenda
- Two ONLINE PARTS to be filled at the time of filing tender
  - Techno-commercial -Part
  - Financial-Part

**6. Offline Submissions of Documents :**

The bidder is requested to submit the following documents offline to the O/o AGM (Marketing), CGM, BSNL, Odisha Circle, BSNL BHAWAN, Ashok Nagar, -751009 on or before 17:00Hrs of **30th July 2018**, in a Sealed Envelope.

The envelope shall bear

- **NAME OF THE WORK**
- **TENDER NUMBER**
- **'DO NOT OPEN BEFORE 13HOURS OF 31st July 2018.'**
- Along with the **Requirement as per Section-2, Clause-2 Sub Clause-OFFLINE DOCUMENTS.**

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

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

➤ As part of the Electronic Encrypted™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-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 Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider. Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else 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 Tender Opening Event (TOE)**

➤ ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening

Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

➤ Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

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

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

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

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 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. E- Reverse Auction :- N/A**

**10. Other Instructions**

- For further instructions, the vendor should visit the home -page of the portal (<https://www.tendewizard.com/BSNL>).
- Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.
- **The following "FOUR KEY INSTRUCTIONS for BIDDERS" must be assiduously adhered to:**
- Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
- Register your organization on ETS well in advance of your first tender submission deadline on ETS
- Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
- Submit your bids well in advance of tender submission deadline on ETS
- (There could be last minute problems due to internet timeout, breakdown, etc.) While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.

**11. 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)

**12. Vendors Training Program**

- Vendors may contact the ITI Helpdesk personnel given in clause 4 of Section II, 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 procurement of goods.

**2. STANDARDS**

The goods supplied 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 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**

- 1) 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.
- 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.
- 3) The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled or Nationalized Bank and in the Performa provided in 'Annexure-IV of this Bid Document.
- 4) The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

**5. INSPECTION AND TESTS**

- 1) The Purchaser or its representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier, all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.
- 2) Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification / requirements free of cost to the purchaser.

**6. DELIVERY AND DOCUMENTS**

- Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.
- The delivery of the goods and documents shall be completed within time frame stated in deliver schedule.
- All Technical assistance for installation, commissioning and monitoring of the In-Shop Branding of retailer premises with the Vinyl-Sun board 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. Training :- N/A****8. Incidental Services :- N/A****9. Spares :- N/A****10. Warranty:-**

- 10.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection,

deficiencies in circuit design and/ or otherwise and shall remedy such defects at its own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for/ and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) after the stores have been taken over under clause 5.5 above.

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

#### **11. Payment Terms**

90% of the price (in case of In-Shop Branding) shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority AGM (MKT-SSA).

**Invoice in duplicate, clearly indicating the composite price (i.e. Basic, GST) along with the following,**

- a. Delivery confirmations through PHOTOGRAPHS of each shop branding and countersigned by the station In-charge (not below the rank of JTO) and countersigned by the AGM (Marketing) for In-Shop Branding works towards successful work completion certificate from all concerned.
- b. Consignee receipt that the materials received in good condition.
- c. Authenticated copy of purchase order issued.
- d. Filled ERP-Vendor Master Form to be provided along with the WORK ORDER.

**Note: -**

- If the supplier fails to furnish necessary supporting documents i.e. GST, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm.
- Remaining 10% amount (being kept as Security Deposit towards performance guarantee) of the In-Shop Branding payment shall be paid to the supplier on completion of 1 year from the date submission of the original bill. **However, in case the supplier deposits equivalent amount as PBG with 1 year validity, 100% amount shall be paid as above.**

#### **12. PRICES**

Prices charged against each item by the supplier for goods delivered and services performed under the contract shall not be higher than the prices of the **LOWEST ACCEPTED BID PRICE FOR THE SAID ITEM** except for variation caused by change in taxes/ duties as specified in Clauses mentioned below.

#### **13. CHANGES IN PURCHASE ORDERS: N/A.**

- 14. SUBCONTRACTS:** - Under no circumstances BSNL shall interact or communicate with any third party other than the supplier regarding compliance of the terms and conditions of the tender.

#### **15. DELAYS IN THE SUPPLIER'S PERFORMANCE. The material should be delivered within the specified period as mentioned in the (accepted) purchase order from the consignee,**

**15.1** Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the 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 as per clause-16 as below. The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

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



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

15.3 NOT APPLICABLE

a. NOT APPLICABLE

**16. LIQUIDATED DAMAGES.**

16.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damage under. However, when supply is made within 7 days of the contracted original delivery period, the consignee may accept the stores. **However, delay under any other circumstance beyond 7 days as mentioned above, shall attract a penalty of a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.**

16.2 NOT APPLICABLE

16.3 NOT APPLICABLE

16.4 NOT APPLICABLE

**Note: 1.** DELETED

**17. FORCE MAJEURE:**

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

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

**18. ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.**

- 18.1 In case of default by Bidder(s)/ Vendor(s) such as
- (a) Failure to deliver and/ or commission any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15 of this section;
  - (b) Failure to perform any other obligation(s) under the Contract; and
  - (c) Equipment does not perform satisfactory in the field in accordance with the specifications;
  - (d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A; Purchaser will take action as specified in Appendix-1 of Section-4, Part-A.

**19. Clause deleted.**

**20. 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

**21. 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.

**22. INTIMATION OF SUPPLY STATUS: DELETED**

**23. DETAILS OF THE PRODUCT:** No change in either technology or product shall be permitted after opening of bids.

**24. FALL CLAUSE**

24.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 12.1 of Section-5A.

Further, if at any time during the contract

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

And / or

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

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

24.3 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.*"

24.4 In case under taking as in Clause 24.3 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.

**25. COURT JURISDICTION**

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

**26. 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, procurement of goods and services and contract management respectively may also be referred to as guiding principles”.

**SECTION -5 Part B****SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)****A. Other conditions:**

- Except the OFF-LINE documents mentioned at section-2, Clause 2 (OFFLINE DOCUMENTS). Any other document submitted physically, without uploading the documents in portal shall not be considered for further evaluation purpose and the bid will be rejected.
- Tender form is not exchangeable.
- No tender will be received in person. **It is to be submitted online through e-tendering portal**
- Submission of tender in response to this tender notice and its acceptance thereof by BSNL will be deemed a VALID CONTRACT and the conditions mentioned in the tender notice will be binding on the bidder. Conditional 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 tender offer and other particulars / information/correspondence should be on the Firm's Letter Head only. In future correspondence, 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.
- The material should be delivered as specified in purchase order.

**B. General Conditions of AMC: N/A**

**SECTION-6 (A)**  
**UNDERTAKING & DECLARATION**

Annexure-I

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

**a) Certified that:**

- 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.
- 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 has been made in the downloaded tender document being submitted by me/us and it is identical to the tender document appearing in the website.

**b) The BIDDER hereby covenants and declares that:**

- All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the 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 tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

Signature of bidder

Place

Name of bidder

Along with date &amp; Seal

**SECTION 6 (B)**

**Annexure-II**

**Non-working of Near Relationship in BSNL**

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

Signature of the BIDDER

With date and seal

**Note : separate certificates to be submitted by all the partners/directors in case of  
partnership firm / limited companies.**

## SECTION-7 (A)

## Annexure-III

**For the BIDSECURITY/ EMD Guarantee**

(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.\_\_\_\_\_/-(hereafter known as the B G Amount”) valid up to 180 days w.e.f. **31st July 2018** (hereafter known as the “Validity date”) in favor of CGM, BSNL, Odisha Telecom Circle, (Hereafter referred to as BSNL) for participation in the **Tender document for IN-SHOP Branding** Vide tender No. OR/CM/SM/SHOP-BRANDING dated **6th July 2018**.  
Now at the request of the Bidder, We ..... Bank .....Branch having ----- (Address). and Regd. Office address as ..... (Hereinafter called ‘the Bank”) agrees to give this guarantee as hereinafter contained:
2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the “B. G. Amount”.
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we

shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained;

The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above. (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (A&P), O/o CGMT, Odisha Circle Bhubaneswar, Odisha payable at 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 .....



## SECTION 7 (B)

## Annexure-IV

**Performance Security Guarantee Bond (Procurements)**

In consideration of the CGM, BSNL, Odisha Circle (hereinafter called "BSNL") having agreed to exempt \_\_\_\_\_ (hereinafter called "the said contractor(s)") from the demand under the terms and conditions of an agreement/(Purchase Order) No. **OR/CM/SM/SHOP-BRANDING/18-19 dated 6th July 2018** for the supply & fixing of **VINYL PASTING WITH OR WITHOUT SUNBOARDS** (hereinafter called "the said agreement") of security deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for Rs. \_\_\_\_\_/- we (Bank), \_\_\_\_\_ (hereinafter refer to as "the bank") at the request of \_\_\_\_\_ (contractor(s)) do hereby undertake to pay to BSNL an amount not exceeding **Rs. \_\_\_\_\_/-** against any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (Bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BSNL by reason of breach by the said contractor(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of 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 **Rs. \_\_\_\_\_/-**.

3. We undertake to pay to BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We (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 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 or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO/TWO AND HALF/THREE YEARS (as specified in P.O.) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (Bank) \_\_\_\_\_ further agree with BSNL that BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations there under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or from time to time any of the powers exercisable by BSNL against the said Contractor(s) and to forbear or enforce of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

8. The bank guarantee is valid up to dtd. \_\_\_\_\_

Dated the \_\_\_\_\_

for \_\_\_\_\_

BANK: \_\_\_\_\_

SECTION 7 (C )

Annexure-V

**For Letter of Authorization for attending Bid Opening Event.**

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

**Subject:** Authorization for attending Bid opening

I/ We Mr. /Ms. .... Have submitted our bid for the tender no. OR/CM/SM/SHOP-BRANDING/18-19 for **IN-SHOP Branding** dated at BBSR the **6th July 2018** in respect of **Tender document for IN-SHOP-BRANDING of the retailer points, BSNL, ODISHA** which is due to open on **31st July 2018** in the Mini Conference Hall, O/o CGM, ODISHA, BSNL.

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/ Auth Signatory

Name of the Representative on behalf of the Bidder.....

.....

Signature of the Alternative Representative

Signature of Bidder/ Auth Signatory

Name of the Alternative Representative on behalf of the Bidder.....

**Note 1:** Only one representative 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

**SECTION 8**

**Annexure-VI**

**Bidder's profile & Questionnaire.**

BIDDER / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A)	<b>BIDDER's Profile</b>	
1.	Name of the Individual/ Firm:	.....
2	GST Number	.....

2. Present Correspondence Address

.....

Telephone/FAX No. .... Mobile No. .... Email.....

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.			
3.			
4.			
5.			

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

.....

7. Permanent Account No. : .....

8. Details of the Bidder's Bank for effecting e-payments:

(a) Beneficiary Bank Name:.....

(b) Beneficiary branch Name:.....

(c) IFSC code of beneficiary Branch.....

(d) Beneficiary account No.:.....

(e) Branch Serial No. (MICR No.):.....

9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in 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 tender form to complete the work specified in the specification? Yes/ No.

2.1 If Yes, Give details

.....

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

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

4. Suggestion for improvement of the tender document.

.....

Place.....

Signature of contract

Date .....

Name of Contractor

**SECTION 9 (A)**  
**BID FORM**

**Annexure-VII**

To

From,

.....

.....

<Complete address of the purchaser>

<complete address of the Bidder>

.....

.....

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

**Ref:** Your Tender Enquiry No. OR/CM/SM/SHOP-BRANDING/18-19 dated **6th July 2018**

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. .... Dated ..... the 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 150 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 / Nationalized 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 ..... 2018

Witness

Signature .....

Signature.....

Name .....

Name .....

In the capacity of .....

Address .....

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

**SECTION 9 (B)**  
**PRICE SCHEDULE**

Annexure-VIII

**Rate per Sqft as per the items below for BSNL, Orissa Telecom Circle**

ITEM	Unit Cost/Sqft in Rs. (All Inclusive without GST).	Quantity in Sqft	TOTAL AMOUNT in Rupees (All Inclusive except GST)
A	B	C	D = B X C
Supply of DANGLERS with Eco Solvent VINYL Pasting on both sides of 3mm SUN-BOARD to all 13 SSA of ODISHA, BSNL.		18000 Sqft	In Figure:
			In Words:
WALL WRAPPING of retailers/CSC premises with the Vinyl pasting on the Sun Boards of all 13 SSA, Odisha		7500 Sqft	In Figure:
			In Words:
WALL WRAPPING Dept/Hired Vehicles & of retailer Premises/CSC Premises with Eco Solvent VINYL. Of all 13 SSA of Odisha		15000 Sqft	In Figure:
			In Words:

1. The rate should be quoted in NUMBERS in **Column – B** only. The tender with rate quoted in other than Financial Bid, in the tender document, is liable for rejection summarily.
2. The Rates Quoted at **Column B** is the UNIT RATE (All Inclusive except GST) and should be in Indian Rupees format up to 2 decimals.
3. **Evaluation is to be done on the basis of the “Unit Cost/Sqft in Rupees in Col-B” for each item.**
4. Distribution of Work shall be done as per the Section 4 (B) for each item separately.

Signature of the bidder with Date & Stamp

**Annexure-IX****AGREEMENT**

An AGREEMENT made this Date \_\_\_\_Month\_\_\_\_Year 2018 between the BSNL, Odisha Circle (which expression shall unless exclude by or repugnant to the context, include his successors and assignees) on the ONE PART and \_\_\_\_\_ having its registered office at \_\_\_\_\_ (acting through its constituted Attorney) hereinafter called the 'Supplier' (which term shall include their heirs, executors, successors and assignees) on the OTHER PART.

Whereas M/s \_\_\_\_\_ has accepted the UNIT PRICE/SQFT of

1. Rs. \_\_\_\_\_ towards Supply of \_\_\_\_\_ Sq Ft of DANGLERS with Eco Solvent VINYL Pasting on both sides of 3mm SUN-BOARD to all 13 SSA of ODISHA, BSNL.
2. Rs. \_\_\_\_\_ towards Fixing of \_\_\_\_\_ Sq Ft of WALL WRAPPING of retailers/CSC premises with the Vinyl pasting on the Sun Boards of all 13 SSA, Odisha
3. Rs. \_\_\_\_\_ towards Printing, Supply & Fixing of \_\_\_\_\_ Sq Ft WALL WRAPPING of dept/hired vehicles & of retailers/CSC premises with the Vinyl pasting of all 13 SSA, Odisha.

as per specification and terms and conditions of the tender **OR/CM/SM/SHOP-BRANDING/18-19 Dated \_\_\_\_\_** and has agreed to supply them at the quoted rates under conditions described in the Tender schedule which forms part of this agreement.

Whereas M/s. \_\_\_\_\_ has submitted a Performance Bank Guarantee in the name of The Chief General Manager, BSNL, Odisha as security towards supply of correct quality & quantity of materials as agreed to.

And whereas, the supplier is ready and willing to execute the supply orders in accordance with the contract.

**Now the agreement witnessed and it is hereby agreed and declared as follows:**

1. The Tender Notice, Instructions to bidders, Conditions of contract, technical specifications, Guidelines to supplier, Schedule, APO No. **OR/CM/SM/SHOP-BRANDING/18-19 Dated 6th July 2018** (along with its enclosures) annexed hereto and such other additional particulars, instructions, drawings as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression, contract or 'Contract Documents' wherever herein used.
2. In consideration of the payments to be made to the supplier for the supply of items, the supplier hereby covenants with the contract documents duly provide, execute and complete the said supply and shall perform all other acts, deeds, matters and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said supply and at the time and in the manner and subject to the terms and conditions of stipulations mentioned in the contract.
3. In consideration of the due provisions, executions and completion of the said works, the BSNL Odisha Circle, hereby agrees with the supplier to pay the amount towards the cost of material supplied above, after satisfactory completion of work and on

production of bills by the supplier less deduction as admissible if any under the provisions of the Contract.

4. The Contract Period is valid for 1 year from the date of signing of agreement.

5.M/s \_\_\_\_\_ has agreed upon the following rates for the RETAILER IN-SHOP BRANDING.

Description of the Job	Rate / Sq Ft	QUANTITY (In SQFT)
Supply of DANGLERS with Eco Solvent VINYL Pasting on both sides of 3mm SUN-BOARD to all 13 SSA of Odisha Telecom Circle, BSNL		
Printing & Fixing of WALL WRAPPING of retailer Premises/CSC Premises with one-side Eco Solvent VINYL pasting over 3mm sun-board to all 13 SSA of Odisha Telecom Circle, BSNL.		
Printing & Fixing of WALL WRAPPING on dept/hired vehicles & of retailer Premises/CSC Premises with Eco Solvent VINYL to all 13 SSA of Odisha Telecom Circle, BSNL.		

The cost includes Printing, Fixing, transportation & any other incidental handling charges. However, GST is to be levied

IN WITNESS, WHEREOF the parties hereto have executed these presents the day and year first above written.

Signed by the Supplier

Signed on behalf of the BSNL.

Place:

Place: BHUBANESWAR

Date:

Date:

In the presence of witness

In the presence of witness

1. Signature.....

1)Signature.....

Name.....

Name.....

2. Signature.....

2)Signature.....

Name.....

Name.....



**Annexure-X****Check-List**

Sl. No.	Name of the Document	Submitted Yes /NO	Page No.
I	One copy of the complete set of tender documents duly filled in and signed on each page by authorized signatory.		
II	<b>TENDER COST</b> of Rs.590- (In form of DD/BC) in favor of AO (A & P), O/o CGM, BSNL, ODISHA payable at Bhubaneswar, Odisha.		
III	<b>EMD</b> of Rs 50000/- (In form of BG) <ul style="list-style-type: none"> <li>• <b>BG</b> in the name of CGM, BSNL, Odisha.</li> <li>• <b>DD</b> in favor of AO (A &amp; P), O/o CGM, BSNL, ODISHA payable at Bhubaneswar, Odisha.</li> </ul>		
IV	Bidder having valid NSIC/MSME certificate with approval of monetary limit will be exempted from TENDER & EMD costs as per rule. The proof of the same must be produced in the technical bid.		
V	Proof regarding <b>TURNOVER</b> during the last three audited financial years i.e. <b>14-15, 15-16 &amp; 16-17</b> of Rs. <b>37.5Lakhs</b> duly certified by the Chartered Accountant.		
VI	<b>EXPERIENCE</b> of Rs 8, 75, 000/- in VINYL/SUN-BOARD/ACRYLIC works from any Govt. / Semi Govt. / PSU /Private Companies during last 3 F.Y. for details.		
VII	' <b>POWER OF ATTORNEY</b> ' Executed not earlier than 6th July 2018 in favor of the signatory signing the 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. Refer: <b>Section - 4 Part-A, Point 14.3</b>		
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 AY 2017-18		
X	Copy of GST Registration.		
XI	Bidder's Profile & Questionnaire duly filled & signed.		
XII	Financial BID		
XIII	Proof of Certificate from DIC/MSME stating clearly that the firm is carrying out similar work.		
XIV	Valid Registration/Incorporation certificate of the firm/bidder.		

**Appendix-1 to Section 4 Part A of Chapter 4 (Standard Tender Enquiry Document)**

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	<p>Submitting fake / forged</p> <p>a) Bank Instruments with the bid to meet terms &amp; condition of tender in respect of tender fee and/ or EMD;</p> <p>b) Certificate for claiming exemption in respect of tender fee and/ or EMD; and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.</p> <p>Note 1:- However, in this case the performance guarantee if alright will not be forfeited.</p> <p>Note 2:- Payment for already received supplies/ completed work shall be made as per terms &amp; conditions of PO/ WO.</p>	<p>i) Rejection of tender bid of respective Vendor.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work &amp; services except to make the already received material work/ complete work in hand.</p>
1(b)	<p>Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms &amp; conditions with the bid to meet terms &amp; condition of tender :</p> <p>(i) <i>If detection of default is prior to award of APO</i></p> <p>(ii) <i>If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)</i></p>	<p>i) Rejection of Bid &amp; ii) Forfeiture of EMD.</p> <p>i) Cancellation of APO, ii) Rejection of Bid &amp; iii) Forfeiture of EMD.</p>
1(b) contd	<p>(iii) <i>If detection of default after receipt of PG/ SD (DD,BG etc.) .</i></p> <p>(iv) <i>If detection of default after issue of PO/ WO</i></p> <p>Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.</p>	<p>i) Cancellation of APO ii) Rejection of Bid &amp; iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.</p> <p>i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid &amp; iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.</p>
2	<p>If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties &amp; responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
3	<p>Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.</p>	<p>Forfeiture of EMD.</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract (a) for amount already paid by BSNL . (b) for Quantity in excess of that supplied by Vendor to BSNL. c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.
S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C

7 con- td.	<p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>	<p>( Continued from page 178)</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. (continues to page 173)</p>
8 con- td.		<p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
9	<p>In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	<p>If the vendor does not return/ refuses to return BSNL's dues:</p> <p>a) in spite of order of Arbitrator.</p>	<p>i) Take action to appoint Arbitrator to adjudicate the dispute.</p> <p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. (continues to page 174)</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
10 con- td.	b) in-spite of Court Orders.	iii) Take legal recourse i.e. filing recovery suite in appropriate court.  i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course.	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business: (a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question. (b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2. (c) If the vendor/ supplier fails to submit required documents/ information, where required. (d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.		