

Tender No. S-61/2018-19/01

Dated 01.02.2019

TENDER DOCUMENT (Limited)

FOR

**Repairing of faulty C-DOT Control Cards
In
SAMBALPUR SSA**



BHARAT SANCHAR NIGAM LTD.

**(A Government of India Enterprise)
Office of the General Manager, Telecom District,
SAMBALPUR – 768001**

Cost of the tender paper Rs. 560.00

Read & understood

Sign & seal of bidder

SECTION-I
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

O/O THE GENERAL MANAGER TELECOM DISTRICT, SAMBALPUR-76008
No. S-61/2018-19/01 **Dated 01.02.2019**

NOTICE INVITING TENDER
(Limited Tender)

Wax Sealed/PVC taped tenders are hereby invited by the General Manager Telecom District Sambalpur for repairing of faulty CDOT Control cards from bonafied, registered electronic firms having experience of repairing all types of C-DOT PCBs including Control cards used in CDOT exchanges.

Work Description	Estimated Cost (Rs.)	EMD (Rs.)	Date & time for issue of tender paper	Last date & time for receipt/dropping of tender paper	Date & time of opening of tender
Repairing of faulty C-DOT Control Cards.	1,99,000.00	3,980.00	From 01.02.2019 to 21.02.2019 during office hour	Up to 17.00 hrs of Dt. 21.02.2019	At 15.00 hrs of dtd 22.02.2019

1. Eligibility criteria: - The following documents are to be enclosed with the tender document.

- a) Tender document fee of Rs. 560.00 in form of DD from any Nationalized/Scheduled bank in favour of A.O. (Cash), O/o GMTD, BSNL, Sambalpur [non-refundable].
- b) Required amount of EMD in the form of Bank Draft drawn from any Nationalized/scheduled bank in favour of A.O. (Cash), O/o GMTD, BSNL, Sambalpur.
- c) Self attested copy of registration of firm (in case of firm)
- d) Self attested copy of GST registration number as applicable.
- e) Self attested copy of experience certificate for repairing of all types of C-DOT PCBs including Control cards used in CDOT exchanges for minimum amounting of Rs. 70,000.00 within the period of last three financial years (i.e. 2015-16, 2016-17 & 2017-18) given by any Telecom unit of BSNL/MTNL/Central Govt. Office/Central PSU. The experience certificate should be issued by an officer not below the rank of JAG level officers.
- f) Self attested copy of valid PAN No with IT return for the A.Y. 2018-19.
- g) Original power of attorney if applicable as per clause 13.3
- h) Self attested copy of memorandum article/ partnership deed/affidavit/ propertiorship (which is applicable)
- i) Bidder's profile to be duly filled in (with photograph) & signed
- j) Bid form duly filled in & signed
- k) Declaration of no near relative working in BSNL in a stamp paper of Rs.10/- (in original)
- l) Undertaking & declaration to be filled in & signed.
- o) Declaration on clause by clause compliance.
- 1) Declaration of not being blacklisted by BSNL/MTNL/CPSU/Govt. Organization a stamp paper of Rs.10/- (in Original)
- m) All pages of tender document to be signed by bidder

N.B:- The successful bidders have to produce original documents for verification as and when called for.

The MSME units shall be exempted from submission of Bid Security deposit & free of tender cost, on production of requisite proof in respect of valid certification from MSME for the tendered item.

Read & understood

Sign & seal of bidder

2. The tender paper can be obtained from SDE (MM), Office of the General Manager, Telecom District Sambalpur, BSNL, Sambalpur-768001 on payment of Rs.560.00 (Rupees five hundred sixty only) in the form of a Demand Draft/Banker Cheque drawn against any Nationalized/Scheduled Banks at Sambalpur payable to the A.O. (Cash), O/o GMTD, BSNL, Sambalpur. One can also submit in download copy of tender document but should enclose required amount of tender document fee in form of DD.
3. Last date and time of submission of bid document: - **As mentioned in the table above.**
4. Date and time of opening of bid document: - **As mentioned in the table above.**
5. Place of opening of Tender bids: O/o AGM (Planning), 5th floor, O/o GMTD, BSNL, Sambalpur,
6. Rejection of tender: - Unsealed, Late receipt, incomplete, ambiguous and conditional tender will be summarily rejected.
7. If the last date of tender paper receipt and opening of tender is declared a holiday or observed a BANDH due to any reason, the next working day as per schedule time will be treated as last date of receipt and opening of the tender.
8. The GMTD, Sambalpur reserves the right to accept or reject any or all the tenders without assigning any reason what so ever and is not bound to accept the lowest tender.

DGM (A & P)
O/o GMTD, BSNL, Sambalpur

Copy to:-

1. Notice Board of the GMTD, Sambalpur
2. Bidders of having experience of work in repairing CDOT Control cards.

DGM (A & P)
O/o GMTD, BSNL, Sambalpur

Read & understood

Sign & seal of bidder

TABLE OF CONTENTS

Section	Content	Page No.
1	Notice Inviting tender	2-3
2	Tender Information	5
3	Scope & Specification of work	6
4	General Instruction to bidders	7-11
5	General (Commercial) conditions of contract	12-14
6	Performa for Performance Bank Guarantee	15-16
7	Performa for Letter of Authorization for attending Bid Opening Event	17
8	Bidder's profile	18
9	Bid Form	19
10	Certificate on non-working of near relatives in BSNL.	20
11	Agreement	21
12	Undertaking & declaration	22
13	Declaration on clause compliance	23
14	Check List	24
15	Rate sheet	25

Read & understood

Sign & seal of bidder

SECTION- 2
Tender Information

1. **Type of tender- :** Two stage bidding.
In this system the outer envelope will contain two envelopes inside. One with techno-commercial bid and other with financial bid document both sealed separately.
2. **Bid Validity Period:** - 90 days from date of opening the tender.
3. **Payment terms:** - As per clause 2 of Section-5.
4. **Issue of work order:** - The work order will be issued by concerned SDO/SDE in field unit with counter signature of AGM.

Read & understood

Sign & seal of bidder

SECTION- 3
SCOPE & SPECIFICATION OF WORK

1. The CDOT Control cards which are not possible to be repaired by RRC, Bhubaneswar or emergency requirement of cards to restore the exchanges immediately are to be repaired in this tender.
2. The firm/party will be supplied faulty CDOT cards by SDO/SDE of field units & SDE (MM) which have been received from field units or RRC and the cards to be received by the party/firm under acquaintance of their authorized agents over the work order/requisition letter containing the relevant indication nos. of the faulty cards.
3. In case of mother board, the party has to repair at site only.
4. The firm/party has to repair all the cards so received **within 15 (fifteen) days**. No card can be returned as non-repairable.
5. The firm/party will keep sufficient spare parts.
6. The bidder shall give the total composite price, i.e. the contract price for the work inclusive of packing, freight, insurance, cost of spares, labour and logistic used to test and repair the faulty PCBs. The contract price for the work shall also include all the duties/levies except GST on repair charges which shall be paid on actual.
7. The performance of the repaired CDOT cards should be tested by the field unit and necessary certificate will be given by him over Delivery Challan & Bill.
8. **WARRANTY:** - All the repaired C-DOT Control Cards should be have warranty for 3 months from the date of repairing. The contractor should put a label with date of repairing on each cards putting date of repairing with initial. If the repaired cards are found defective within this warranty period, the same will be repaired by the contractor immediately at free of cost.

DETAILS OF FAULTY CDOT CARD TO BE REPAIRED

Sl No	Type of card	Approx qty of cards to be repaired
1	ARC	40
2	ARI	20
3	ANRAX Mother board	20

N.B:- Qty may vary depending on future status of exchanges.

Read & understood

Sign & seal of bidder

SECTION-4

GENERAL INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- a) "**The Purchaser**" means the General Manager Telecom District, BSNL, Sambalpur.
- b) "**The Bidder**" means the individual or firm who participates in this tender and submits its bid.
- c) "**Letter of Intent**" means the intention of Purchaser to place the Purchase Order on the bidder.
- d) "**The Contract Price**" means the price payable to the service supplier under the purchase order for the full and proper performance of its contractual obligations.
- e) "**Successful Bidder(s)**" means the bidder(s) to whom work in this tender is awarded.

2. ELIGIBILITY CONDITIONS:

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

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

3. COST OF BIDDING

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

4. DOCUMENTS REQUIRED

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

5. CLARIFICATION OF BID DOCUMENTS

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **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.
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6. AMENDMENT OF BID DOCUMENTS

- 6.1 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 6.2 The amendments shall be notified / intimated to the bidder in writing by FAX or Email to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.

Read & understood

Sign & seal of bidder

- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

7.0 DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall ensure availability of the following components:

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

8.0 BID FORM

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

9.0 BID PRICES

The bidder shall quote the rate as per price schedule.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

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

- a) Valid MSME Certificate, if applicable. In case the ownership of such MSME Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
- b) Power of Attorney as per clause 13.2 (a) and (d) and authorization for executing the power of Attorney as per clause 13.3 (b) or (c).
- c) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.

11.0 BID SECURITY / EMD

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

- 11.2 The MSME bidders are exempted from payment of bid security:

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

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

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

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

- 11.6 The successful bidder's EMD shall be released only after submission of performance

Read & understood

Sign & seal of bidder

Security deposit of 5% of estimated cost and signing the agreement.

- 11.7 The bid security may be forfeited:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - b) In the case of successful bidder, if the bidder fails to sign the contract

12.0 PERIOD OF VALIDITY OF BIDS

- 12.1 Bid shall remain valid for period specified in clause 2 of Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 12.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response there to shall be made in writing. The bid security provided under clause 11 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

13.0 FORMAT AND SIGNING OF BID

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

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

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

13.3 Power of Attorney

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

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

Read & understood

Sign & seal of bidder

14.0 SEALING AND MARKING & SUBMISSION OF BIDS

14.1 The bidder shall properly seal the envelope with wax or adhesive tape or cello tape but not with Gum. Bid shall be addressed to the following address

AGM (Planning), 5th floor, O/o GMTD, BSNL, Door Sanchar Bhawan, Kachhery Road, Sambalpur-768001

14.2 Bids delivered in person shall be dropped by that person in the tender box kept with **The AGM (Planning), 5th Floor, O/O GMTD, Door Sanchar Bhawan, Kacherry Road, Sambalpur-768001**

On or before the date and time specified in NIT. The purchaser shall not be responsible in any way about the bids that are delivered /dropped elsewhere and/or after the last date and time for receipt of bids.

14.3 The tender documents can be sent by Regd. Post/Person but should reach this office in time as specified in NIT. BSNL will not be responsible for any delay in postal transit/missing.

14.4 No bid shall be accepted if submitted after due date time as mentioned in NIT.

15.0 OPENING OF BIDS BY PURCHASER

15.1 Bids will be opened in due time and date as mentioned in the NIT.

15.2 The bidder/bidder representative, who are present in the bidding process shall sign in attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening.

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

16. ISSUE OF LOI

16.1. The issue of LOI shall constitute the intention of the Purchaser to enter into contract with the bidder.

16.2 The bidder shall within 14 days of issue of the LOI, give its acceptance along with performance security.

17. AWARDING/SIGNING OF CONTRACT & TENDER VALIDITY

17.1 The purchaser will award the contract to the lowest quoted bidder.

17.2 The issue of Purchase/work order shall constitute the award of contract on the bidder.

17.3 The normal tender period is for one year. In case of availability of estimated cost, the tender period can be extended further six months.

18. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 16 & 17 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

19. REJECTION OF BIDS

19.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.

a) If it is not seal as per clause 14

b) If it is not complied eligibility condition as per clause 2

c) If it is not complied clause 10 & 11

Read & understood

Sign & seal of bidder

20. Purchaser's right to disqualify

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

21. PURCHASER'S RIGHT TO BAN BUSINESS DEALINGS

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

22. NEAR-RELATIONSHIP CERTIFICATE

22.1. 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.

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

22.3 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).

22.4. The format of the certificate is given in Section 10.

23. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

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

Read & understood

Sign & seal of bidder

SECTION-5**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT****1. Application**

These conditions shall apply in all the contracts made by the purchaser for the procurement of goods/services.

2. Standard

The goods/services supplied under this contract shall conform to the standards mentioned in the Technical specifications of financial bid.

3. Patent Rights

The supplier shall indemnify the purchaser against the third-party claims/actions of infringement of patent, trademark or industries design rights arising from use of the goods/services or any part thereof in Indian Telecom Network.

4. Inspection and Testing

4.1 The purchaser or its representative shall have the right to inspect & test the goods 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 on no charge to the purchaser.

4.2 Should any inspected or tested goods fail to conform to the specification, the purchaser may reject them & the supplier shall either replace the rejected goods or make alterations necessary to meet the specifications at his own cost, before re-offering the same for further inspection.

4.3 Nothing in this clause shall in any way release the supplier from any warranty or other obligations under this contract.

5. Delivery and documents

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

6. Warranty

The equipments/ancillary items should have **3 months warranty** from the date of purchase. If at any stage in this period, it is found defective and disorder, the same may be replaced or rectified immediately without any charges. The GMTD Sambalpur has authority to forfeit the security deposit made for this purpose.

7. Delays in the supplier's performance.

7.1 Goods/services under the contract shall be provided strictly in accordance with the delivery schedule specified in the purchase order.

7.2 Delay(s) in the performance of delivery obligations shall render the supplier liable to any or all; of the following sanctions i.e. forfeiture of performance security (S/D), imposition of liquidated damages and/or termination of the contract for default, and/or barring the supplier for 1 year or more.

7.3 If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the good/services, the supplier shall promptly notify the purchaser in writing of the full fact about the delay, its likely duration & cause(s). As soon as practicable after receipt of the supplier's notice, the discretion to extend the period for performance of the contract after mutual discussions, lies with the purchaser i.e. BSNL.

Read & understood

Sign & seal of bidder

- 7.4 In case of the delayed supplies i.e. after the expiry of scheduled delivered period, the penalty as mentioned in liquidated damages shall be levied.

8. PERFORMANCE SECURITY

- 8.1 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 estimated cost within 14 days from the date of issue of LOI by the Purchaser for a period of one and half years.
- 8.2 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.
- 8.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled/nationalized Bank and in the Performa provided in 'Section-6 of this Bid Document.
- 8.4 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.

2. SUBMISSION OF BILLS/PAYMENT TERMS/PENALTY

- 2.1 While making payment, 10% of the amount of the bill will be withheld as Performance Security Deposit. The security deposit money will not bear any interest and will be refunded after **three months** on completion of warranty period, if no defect or irregularity is observed and on issue of certificate by the concerned officer to that effect.
- 2.2 The bill should be attached with the requisition/work order of SDE (MM), O/o GMTD, Sambalpur and delivery Challan duly certified. The bills have to be submitted in triplicate and shall be accompanied with a pre-receipt. **The bill is to be submitted within one month of the completion of the work.**
- 2.3 Payment will be made by E-payment system for which vendor code form should be filled in and supplied by the successful bidder for creation of vendor code in ERP system.
- 2.4 TDS as applicable will be deducted from the bill.
- 2.5 Tax, if any, required under the statutory rules of the Government will be deducted from the bill at the prescribed rate.
- 2.6 In case contractor fails to repair the Cards within stipulated period (i.e.15 days), the contractor shall be liable to pay delay penalty @ Rs. 50.00 per week or part there of per card up to a period of 4 weeks delay and there after @ Rs. 100.00 per week or part thereof per card up to next 4 weeks delay. After 8 weeks delay, the GMTD Sambalpur reserves the right to terminate the contract and forfeit the Security money.

3. FORCE MAJEURE.

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

Read & understood

Sign & seal of bidder

4. TERMINATION FOR DEFAULT

- 4.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part
- (a) If the service supplier fails to provide the service within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
 - (b) if the supplier fails to perform any other obligation(s) under the Contract; and
 - (c) If the s service supplier, in either of the above circumstances, does not remedy its failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

5. ARBITRATION

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

6. COURT JURISDICTION

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

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

Read & understood

Sign & seal of bidder

SECTION-6**Proforma for Performance Bank Guarantee**

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

Dated:.....

Sub: Performance guarantee.

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

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

2. We, "the Bank" do hereby undertake and assure to the GMTD, BSNL Sambalpur that if in the opinion of the GMTD, BSNL Sambalpur, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the GMTD, BSNL Sambalpur the said sum limited to P.G. Amount or such lesser amount as GMTD, BSNL Sambalpur may demand without requiring GMTD, BSNL Sambalpur to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the GMTD, BSNL Sambalpur shall be conclusive as regards the liability of Bidder to pay to GMTD, BSNL Sambalpur or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and GMTD, BSNL Sambalpur regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the GMTD, BSNL Sambalpur shall have the fullest liberty without the consent of the Bank and without affecting in any way the

Read & understood

Sign & seal of bidder

obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by GMTD, BSNL Sambalpur against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of GMTD, BSNL Sambalpur or any indulgence by GMTD, BSNL Sambalpur to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

- 6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the GMTD, BSNL Sambalpur under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 7. In case GMTD, BSNL Sambalpur demands for any money under this bank guarantee, the same shall be paid through banker’s Cheque in favour of “AO (Cash) O/o GMTD, BSNL, Sambalpur.
- 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

Read & understood

Sign & seal of bidder

SECTION-7

Performa for Letter of Authorization for attending Bid Opening Event

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

Subject: Authorization for attending Bid opening

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

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

.....
Signature of the Representative
..... Signature of Bidder/ Officer authorized to sign

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

Signature of the alternative Representative
.....

Name of the alternative Representative

Above Signatures Attested

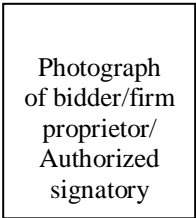
- Note 1:** Only one representative will be permitted to attend the Bid opening
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

Read & understood

Sign & seal of bidder

SECTION- 8
Bidder's profile.

(To be filled in and submitted by the bidder)



1. Name of the Individual/ Firm:
2. Present Correspondence Address
-
-
- Telephone No..... Mobile No. FAX No.....Email
3. Address of place of Works/ Manufacture
-
- Telephone No. Mobile No. email
4. State the Type of Firm: Sole proprietor-ship/partnership firm / (Tick the correct choice): Private limited company.
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

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

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):
.....
.....
7. Permanent Account No. :
8. Details of the Bidder's Bank for effecting e-payments:
 - (a) Beneficiary Bank Name:.....
 - (b) Beneficiary branch Name:.....
 - (c) IFSC code of beneficiary Branch.....
 - (d) Beneficiary account No.:.....
 - (e) Branch Serial No. (MICR No.):.....

Place.....
Signature of contractor

Date

Name of Contractor

Read & understood

Sign & seal of bidder

**SECTION-9
BID FORM**

From (Bidder)

To (Purchaser)

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

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

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

Ref: Your Tender Enquiry No.dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. 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 ofdays from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 20...

Signature

Witness

Name

Signature.....

In the capacity of

Name

Duly authorized to sign the bid for and on

Address

behalf of

Read & understood

Sign & seal of bidder

SECTION-10**Certificate on non-working of near relatives in BSNL.**

I, Sri _____
 S/O _____
 Village _____ P.O. _____ P.S. _____
 _____ Dist. _____ hereby certify that
 none of my relative(s) defined below is/are employed in BSNL unit. 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 bidder
 Date.

Definition of near relatives.

No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees (Non-executive employees) working in telecom District, Sambalpur & executive employees (also called Group-A & Group-B officers) working in Orissa Telecom Circle either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- Members of a Hindu Undivided Family.
- They are husband and wife
- The one is related to the other in the member as father, mother son(s), son's wife (daughter-in-law). Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) sister's husband (brother-in-law), relative is working in the units of BSNL as defined above. In case of proprietorship firm the 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 Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred from further participation in the concerned unit.

N.B:- In case of partners/Pvt Ltd. Co., all partners/all directors have to sign as bidders.

Read & understood

Sign & seal of bidder

SECTION-11 AGREEMENT

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

This contract is made between the **GMTD, BSNL (Sambalpur)** party of the **first part** & M/s _____

(Herein after called the contractor) party on the **second part**.

Tender no. _____ **dated** _____ .

The period of contract will be **12 months** with effect from **date** _____.

In case the tender is further extended as per the terms & conditions of the tender, the contract shall remain valid till the expiry of the extended period of the tender on the same terms and conditions.

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

(Name of work): _____

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

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

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

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

Party on the second part

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

Witness (Contractor side)

Signature
Name & address

Party on the first part

DGM (T)
O/o GMTD, Sambalpur

Witness (Office side)

Signature
Name & address

Read & understood

Sign & seal of bidder

SECTION-12

UNDERTAKING & DECLARATION

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

a) Certified that:

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

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the 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.
3. I swear that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

Date:

.....

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

Read & understood

Sign & seal of bidder

SECTION – 13

DECLARATION ON CLAUSE COMPLIANCE

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

Place

Signature of the tenderer

Date

(Name of the Tenderer)

Read & understood

Sign & seal of bidder

CHECK LIST

(To be checked & filled in by bidder)

Sl No.	Documents/Certificates	Put a tick mark for copy enclosed/signed	Sl number to be given by bidder
1	Document fee in form of DD		
2	EMD in form of DD		
3	Self attested copy of firm registration.		
4	Self attested copy of GST registration number		
5	Self attested copy of experience certificate as per NIT.		
6	Self attested copy of PAN Card with IT return for the A.Y. 2018-19		
7	Self attested copy of MSME Document as per tender condition, if applicable		
8	Original power of attorney/Attestation of specimen signature copy in case company/Partnership firm if applicable		
9	Self attested copy of memorandum article/ partnership deed/affidavit/ proprietorship (which is applicable)		
10	Bidder's profile to be duly filled in (with photograph) & signed		
11	Bid form duly filled in & signed		
12	Declaration of no near relative working in BSNL/DOT/MTNL		
13	Undertaking & declaration to be filled in & signed		
14	Declaration on clause by clause compliance.		
15	All pages of tender document to be signed by bidder		

N.B:- The bidder has to submit required documents in a bunch putting a serial number to each document, that number is to be filled in this check list. The items above from Sl No. 11 to 15 are available in tender document, to be filled in & signed by the bidder.

Read & understood

Sign & seal of bidder

SECTION – 14**Price schedule**

SI No	Type of card	Approx qty of cards to be repaired	Rate quoted in Rs. for faulty cards (per card)	
			In figure	In words
A	B	C	D	E
1	ARC	40		
2	ARI	20		
3	ANRAX Mother board	20		

Note:- 1. The rate quoted includes the charges for packing, freight, insurance, cost of spares, labour and logistic used to test and repair the faulty/RNP PCBs & all the duties/levies except GST on repair charges which shall be paid on actual.

The GST will be applicable as per Govt. of India norms as and when effected. The firm will also submit his GST registration at that time.

2. Evaluation will be made on the gross total of all items taking the quantity mentioned at Col 'C' above in the price schedule (Total for all items 'C' X 'D').

Signature of the contractor

Read & understood

Sign & seal of bidder