



(A. Government of India Enterprise)

Office of the Chief General Manager, Odisha Telecom Circle
BSNL Bhawan, Unit-2, Ashok Nagar, Bhubaneswar-751009

TENDER DOCUMENT

NIT No. S-52/CMTS/TENDER/SHELTER REPAIR/2018-19/2 Dt.09-07-2018

FOR

**REPAIR OF SHELTER BY REPLACEMENT OF FLOOR AND ROOF
AT MOBILE BTS SITES OF ODISHA TELECOM CIRCLE.**

Cost of tender paper:- Rs. 590/- (Rupees Five Hundred Ninety) only

Last Time/Date for submission of E-Tender: up to 14:30 Hrs. of 01-08-2018

Time/Date of E-Tender opening (Technical Bid only): 15:00 Hrs. of 01-08-2018

Note: One Tender form should be used by one BIDDER only

Please visit the following websites to download the tender document.

www.odisha.bsnl.co.in

www.tenderwizard.com/BSNL

Read, understood, complied and agreed

Signature of the bidder with seal

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Read, understood, complied and agreed

Signature of the bidder with seal

SECTION-I

| | | |
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| <p>Office of the Chief General Manager Odisha Telecom Circle, BSNL Bhawan, Unit-2, Ashok Nagar, Bhubaneswar-751009 Tel.No. 0674-2504600 FAX No. 0674-2503499</p> |  | <p>भारत संचार निगम लिमिटेड (भारत सरकार का उपक्रम) BHARAT SANCHAR NIGAM LIMITED (A Govt. of India Enterprise)</p> |
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No. S-52/CMTS/TENDER/SHELTER REPAIR/2018-19/2

Dated at BBSR the 09-07-2018

NOTICE INVITING E-TENDER

Digitally sealed e-tenders are invited on two bid system by Chief General Manager, BSNL, Odisha Telecom Circle, Bhubaneswar-751009 from prospective, bonafide and experienced bidders for carrying out the works "REPAIR OF SHELTER BY REPLACEMENT OF FLOOR AND ROOF AT MOBILE BTS SITES OF ODISHA TELECOM CIRCLE", the details of which are described below.

| | | |
|----|---|---|
| 01 | E-Tender Notice No./dt. | S-52/CMTS/TENDER/SHELTER REPAIR/2018-19/2 Dt.09-07-2018 |
| 02 | Name of the work | REPAIR OF SHELTER BY REPLACEMENT OF FLOOR AND ROOF AT MOBILE BTS SITES OF ODISHA TELECOM CIRCLE |
| 03 | Estimated cost of the tender. | Rs 25,05,426/- (Excluding GST) (approximately) |
| 04 | BID security/EMD | <p>The bidder shall furnish the bid EMD/Bid security in one of the following ways:-</p> <p>(a) Earnest Money Deposit in shape of crossed DD/BC of an amount of Rs 50,110/- (Rupees Fifty Thousand One Hundred Ten) only on any Indian Nationalized/Scheduled Bank in favour of "Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar" payable at Bhubaneswar. The scanned copy of the above DD/BC towards EMD should be uploaded in E-tendering portal of M/s ITI.</p> <p style="text-align: center;">OR</p> <p>(b) Earnest Money Deposit in the form of Bank Guarantee of an amount of 50,110/- (Rupees Fifty Thousand One Hundred Ten) only from a scheduled bank in favour of or Pledged to "Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar" which should be valid for minimum 180 days from the tender opening date. The scanned copy of the BG/FDR towards EMD should be uploaded in E-tendering portal of M/s ITI.</p> <p><i>Note-The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.</i></p> |
| 05 | Time and date of E-submission of tender | Up to 14:30 hrs of 01-08-2018 |
| 06 | Time & Date of E-Tender opening of (Technical Bid Only) | 15:00 hrs of 01-08-2018 |
| 07 | PERIOD OF BID VALIDITY | 150 days from the date of opening of technical bid |
| 08 | Availability of Tender Document | Tender document can be down loaded from the website: www.odisha.bsnl.co.in following the link-"TENDER". Further the Tender |

Read, understood, complied and agreed

Signature of the bidder with seal

| | | |
|----|-----------------------------|--|
| | | document for participating in E-tender shall be available for downloading from www.tenderwizard.com/BSNL following the link for Tenders through E-Tender by BSNL and to be submitted in the e-format from 09-07-2018 to 01-08-2018 . As tenders are invited through e-tendering process, physical copy of the tender document would not be available for sale. |
| 09 | Tender paper fee | Rs.590/- (Rupees Five Hundred Ninety) only (Non-refundable). The cost of tender paper should be submitted in shape of crossed DD/BC drawn after the date of publication of NIT on any Indian Nationalized/Scheduled Bank in favour of "Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar" payable at Bhubaneswar. The scanned copy of the above DD/BC towards cost of tender document should be uploaded in E-tendering portal of M/s ITI. The bidders downloading the tender document are required to submit the tender paper fee amount through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. <i>The tender paper fee shall not be applicable to MSE bidders on production of requisite proof in respect of valid certification from MSME for the tendered item.</i> |
| 10 | Period of contract | One year from the date of signing of the agreement with an option of extension for a further period of six months subject to a maximum of twelve months taking fall clause into consideration. |
| 11 | Tendering Authority's right | The CHIEF GENERAL MANAGER, BSNL, Odisha Telecom Circle, Bhubaneswar reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender. |
| 12 | Eligibility of Bidders | A) EMD/Bid Security and Tender paper fee should be submitted in original. <i>Note-The tender paper fee and EMD/Bid Security shall not be applicable to MSE bidders on production of requisite proof in respect of valid certification from MSME for the tendered item.</i> B) Valid contractor registration/license. The bidder should be an Individual contractor/ Proprietorship Firm/ Partnership Firm/Company under Indian Company Act 1956. (Necessary proof should be given). C) PAN card & Income Tax return for the Assessment Year 2017-18 D) EPF registration Certificate. E) Valid Workman's compensation insurance or ESIC certificate. F) GST Registration certificate. (G) Work Experience for successful completion of "REPAIR AND MAINTENANCE OF SHELTERS AT MOBILE BTS SITES" ANYWHERE IN INDIA in BSNL/MTNL/TCIL or in any other licensed Telecom Service Provider or having directly worked on above mentioned field for any Technology Vendor/Infra Provider namely M/s ZTE/ Ericsson/Nortel/BIL/IDEA/RELIENCEJIO/VODAFONE etc. The certificate regarding relevant experience as mentioned above in last three financial years (2015-16, 2016-17 & 2017-18) and current year 2018-19 up to 30-06-2018 cumulatively of worth Rs 8.8 Lakh or more issued by an officer not below the equivalent rank of TDM/DGM/SE of BSNL/MTNL or Circle head/Area Manager of the Technology Vendor/ Telecom Service Provider / Infra Provider to be produced. (H)The vendor should have a turnover in last three audited financial years (2014-15, 2015-16 & 2016-17) of at least Rs 37.60 Lakh duly certified by a Chartered Accountant firm. |

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Estimated Quantity/requirement in this tender Enquiry is earmarked for procurement from the eligible Micro & Small Enterprises (MSEs). However, in case eligible Micro & Small Enterprises (MSEs) bidder(s) are not available then this quantity would be de-reserved & procured from participating bidders.

Note 1: The quantity /no. / Sites stated above are estimated and BSNL reserves the right to vary the quantity to the extent of -25 % to +25 % of specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

Note 2: 20% of the estimated quantity / requirements in this tender inquiry is ear marked for procurement from the eligible Micro and Small enterprises(MSEs).However , incase eligible Micro and Small enterprises(MSEs) bidder(s) are not available then this quantity would be de-reseved and procured from the participating bidders.

Note-3: In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately OR it will be published in the website of BSNL and ITI tender portal.

Note-4: The closure time/date of downloading of tender document (by bidder) from the e-tender portal is 5 minutes before the last time/date of bid submission (i.e the bidder can download the tender document from the e-tender portal upto 14:25 Hrs of 01-08-2018).

Note-5: The tender document can be downloaded from the website through CMTS link of www.odisha.bsnl.co.in or from www.tenderwizard.com/BSNL and to be submitted in the e-format. Cost of Tender Document (in the form of DD/BC), EMD/Bid security (in the form of DD/BC/BG) and Power of attorney (if applicable) in original in a sealed envelope super scribed as Envelope-A have to be dropped in the tender box available in the chamber of AGM(RF),CMTS Wing , O/o Sr.GM(CMTS) in 4th Floor, BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009 upto 14:30 hrs of 01-08-2018 otherwise the e-bid will not be considered.

Note-6: Amendments, if any, to the tender documents will be notified in the above websites 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 bid.

Note-7: Intending bidders are requested to register themselves with M/s ITI Limited through 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-8: BSNL has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender paper would not be sold.

Note-9: Place of opening of Tender bids: BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, authorized representatives of bidders can attend the TOE in the Conference Hall, BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009 where BSNL's Tender Opening Officers will conduct Public Online Tender Opening Event (TOE).

Note-10: Incomplete, Ambiguous, Conditional, Unsealed tender bids are liable to be rejected.

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Note-11:- Tender bids received after due time & date will not be accepted.

Note-12:The bidder shall furnish a declaration vide **ANNEXURE-C** in his tender bid 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. In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily.

Note 13: 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 14: All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

Note-15: The soft copies/scanned copies of the documents as given in Technical Bid Checklist at section-VI , are to be uploaded in ITI tender portal for participating in the e-tender.

Asst General Manager (RF)
O/o The Chief General Manager, Odisha Circle,
BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009.

Read, understood, complied and agreed

Signature of the bidder with seal

SECTION II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- (a) **"The Purchaser"** means the Bharat Sanchar Nigam Ltd. (BSNL), Odisha Telecom Circle, Bhubaneswar.
- (b) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid.
- (c) **"The Supplier" or "The Vendor"** means the individual or firm supplying the goods under the contract.
- (d) **"The Goods"** means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (e) **"The Advance Purchase Order" or "Letter of Intent"** means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) **"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.
- (g) **"The Contract Price"** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) **"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.
- (i) **"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.
- (j) **"Technology Vendor"** means any GSM telecom equipment supplier those have supplied GSM equipments to licenced telecom operator in India e.g. M/s Nortel, M/s Ericsson, M/s ZTE, M/s Huawei. M/s NSN Ltd. etc.
- (k) **"Successful Bidder(s)"** means the bidder(s) to whom work in this tender is awarded.
- (l) **"Cluster"** means configuration of cells over which the complete frequency band is divided and this configuration of cells is repeater over and over.

2. ELIGIBLE BIDDERS:

- a) The bidder should submit Tender Paper fee as per NIT Section-I.
- b) The bidder should submit EMD as per NIT Section-I.
- c) The bidder should submit original Power of Attorney" in case of person other than the bidder has signed the tender document.
- d) The bidder should submit requisite proof in respect of valid certification from MSME (if applicable for the bidder), for claiming exemption from Tender Paper fee and EMD.
- e) Bidder shall be an Individual contractor or a registered company under the Indian Companies Act 1956 or Sole proprietorship or partnership firm registered with Government.
- f) The bidder should have authenticated partnership deed, in case of partnership firm and should furnish power of attorney in favour of the representative of the firm to operate the tender.

Read, understood, complied and agreed

Signature of the bidder with seal

- g) The bidder should have PAN Card. In case of proprietorship PAN should be in the Individual's name and in case of company/partnership firm the PAN should be in company/partnership firm's name.
- h) The bidder should have Income Tax return for the Assessment Year 2017-18.
- i) The bidder should have EPF Registration Certificate.
- j) The bidder should have Valid Workman's compensation insurance or ESIC certificate.
- k) The bidder should have GST Registration certificate.
- l) The bidder should furnish Experience certificate & Turn over certificate as per NIT Section-I.
- m) The bidder should submit an undertaking to the effect that none of his/their near-relatives are working in BSNL as per the format in Section-XII.
- n) The bidder should submit tender document signed on all pages with seal. All eligibility documents should be self attested by the bidder.

3. COST OF BIDDING:

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

The bidders downloading the tender document are required to submit the tender paper fee amount as per NIT , through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected.

The tender paper fee shall not be applicable to MSE bidders on production of requisite proof in respect of valid certification from MSME for the tendered item.

B. THE BID DOCUMENTS:

4. BID DOCUMENTS:

4.1 The works required, bidding procedures and contract terms are prescribed in the bid documents. The bid documents include:

- a) Notice Inviting Tender.
- b) Instruction to Bidders.
- c) Conditions of the Contract.
- d) Construction, Specification and Job description.
- e) Bid form.
- f) Price schedule.
- g) Undertaking and declaration.
- h) Performance Security Bond Form.
- i) Letter of authorization to attend Bid opening.
- j) Undertaking in respect of non-working of relatives in BSNL.
- k) Information about Bidders. Etc. etc.

4.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bid documents. **Failure to furnish all information required as per the bid documents or submission of bids not substantially responsive to the bid documents in every respect will be at the bidder's risk and shall result in rejection of the bid.**

5 CLARIFICATION OF BID DOCUMENTS:

5.1 Prospective bidder, requiring any clarification of the bid documents shall notify the tendering authority in writing or FAX on **0674-2502844** or at the tendering authority's mailing address indicated in the invitation for bids. The tendering authority shall respond in writing to any request for
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Signature of the bidder with seal

clarification of the bid documents, which it receives **at least 10 days before the last date of the submission of bids**. The BSNL shall respond in writing to the bidder raising the query/ clarification and shall also post the same on the website for intimation to other prospective bidders, which it receives by due time/due date.

5.2 Pre-Bid Meeting.

A Pre-Bid Meeting will be held in the Meeting Hall in 4th floor , BSNL Bhawan, Ashok Nagar ,Bhubaneswar on dd/mm/yyyy at hh/mm Hrs. Willing bidders may participate in above meeting for clarification of any doubt related with the tender.

5.3 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount an amendment of relevant clauses of the bid document.

6 **AMENDMENT OF BID DOCUMENTS:**

6.1 At any time, prior to the date for submission of bids, the tendering authority may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

6.2 **The amendments shall be notified on websites from BSNL and these amendments will be binding on them (BSNL Odisha website <www.odisha.bsnl.co.in> and M/s ITI e-tender portal for BSNL <www.tenderwizard.com/BSNL>). The amendments will not be published on newspapers.**

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

6.4 It is the sole responsibility of the bidder to confirm from AGM (RF) or SDE (O&M) regarding amendments, if any before uploading of the tender document.

C. **PREPARATION OF BIDS:**

7. **DOCUMENTS COMPRISING THE BID:**

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

- i) **TECHNICAL BID:** Technical bid shall comprise the following components:
 - a) Documentary evidence established in accordance with Clause 2 and 10 of Section-II that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
 - b) Bid form (Section-V) completed in accordance with Clause 8 of Section-II.
 - c) Bid Security furnished in accordance with Clause 11.
- ii) **FINANCIAL BID:** Financial bid shall comprise the completed "PRICE SCHEDULE" (Section-VII) in accordance with Clause-9.

8. **BID FORM:**

The bidder shall complete the Bid Form and the appropriate Price schedule furnished in the Bid Documents, indicating the works to be done, a brief description of the works and prices are as per Section-IV & VII respectively.

Read, understood, complied and agreed

Signature of the bidder with seal

9. BID PRICES:

- 9.1 The bidder shall give the prices inclusive of all but exclusive of GST. GST, if any, shall be paid as applicable. The basic unit price and other component price need to be individually indicated against the works under the contract as per price schedule given in Section VII. The offer shall be firm in Indian Rupees. Bidders shall have to quote price(s) against all the items, for tenders where numbers of items are more than one.
- 9.2 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.3 In case of any discrepancies of quoting rate in figures and words, the rate quoted in words will be considered.
- 9.4 "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

10. DOCUMENTS TO BE SUBMITTED ALONGWITH TENDER BID ESTABLISHING THE BIDDER'S ELIGIBILITY AND QUALIFICATION. (PLEASE ALSO REFER TECHNICAL BID CHECK LIST (DOCUMENTS FOR UPLOADING) AT SECTION-VI ALONG WITH THE FOLLOWINGS).

- 10.1 The bidder shall furnish as part of its bid documents establishing the bidder's eligibility, the following documents:
- a) Tender Paper fee as per NIT Section-I.
 - b) EMD as per as per NIT Section-I.
 - c) Power of Attorney" in case of person other than the bidder has signed the tender document.
 - d) Requisite proof in respect of valid certification from MSME, if applicable.
 - e) Self-attested copy of valid contractor license/registration or Certificate of Incorporation under Companies act.
 - f) Self-attested copy of authenticated partnership deed, in case of partnership firm and power of attorney to the representative of the firm to operate the tender.
 - g) Self-attested copy of PAN Card. In case of proprietorship PAN should be in the Individual's name and in case of company/partnership firm the PAN should be in company/partnership firm's name.
 - h) Self-attested copy of Income Tax return for the Assessment Year 2017-18.
 - i) Self-attested copy of EPF Registration Certificate.
 - j) Self-attested copy of Valid Workman's compensation insurance or ESIC registration certificate.
 - k) Self-attested copy of GST Registration certificate.
 - l) Self-attested copy of Experience certificate and Turn over certificate as per NIT Section-I.
 - m) An undertaking to the effect that none of his/their near-relatives are working in BSNL Odisha Telecom Circle as per the format in Section-XII.
 - n) Tender document should be signed by the bidder on all pages with seal. All documents should be self attested by the bidder.
- 10.2 All pages of the original Bid submitted in with Technical bid including blank pages with scoring except for un-amended printed literature shall be signed by the person or persons signing the Bid.
- 10.3 The copy of certificates issued by the competent authority duly self attested by bidder.

Read, understood, complied and agreed

Signature of the bidder with seal

11. EMD/BID SECURITY:

11.1 The bidder shall furnish the bid EMD in one of the following ways 11.1(i)(a) or (b):-

- i) (a) Earnest Money Deposit in shape of crossed DD/BC of an amount of **50,110/-(Rupees Fifty Thousand One Hundred Ten)** only on any Indian Nationalized/Scheduled Bank in favour of “*Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar*” payable at Bhubaneswar. The scanned copy of the DD/BC towards EMD should be uploaded in E-tendering portal of M/s ITI.
OR
(b) Earnest Money Deposit in the form of Bank Guarantee of an amount of **50,110/-(Rupees Fifty Thousand One Hundred Ten)** only from a scheduled bank in favour of or Pledged to “*Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar*” which should be **valid for minimum 180 days** from the tender opening date. The scanned copy of the BG/FDR towards EMD should be uploaded in E-tendering portal of M/s ITI.
- ii) The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.
- iii) The EMD is required to protect the company against the risk of bidder’s conduct, which would warrant the security forfeiture.
- iv) A bid not secured as above shall be rejected by the accepting authority as non-responsive.
- v) The successful bidder’s DD/BC/BG for EMD will be discharged upon the bidder’s acceptance of the LOI and furnishing **Performance Security** in the form of BG for **10%** of value of awarded work with validity up to **30 months** on request. The CHIEF GENERAL MANAGER, Odisha may ask to extend the validity of BG if require, for continuance of contract as deemed fit.
- vi) The EMD of the unsuccessful bidders will be discharged/returned as promptly as possible as but not later than 30 days after expiry of the period of bid validity.
- vii) The EMD may be forfeited if bidder withdraws his bid during the period of bid validity or fails to sign the contract agreement and furnish performance security.
- viii) In case of (vii) above, the bidder will not be eligible to participate in the tender for same work for one year from the date of acceptance of LOI. The bidder will not approach the court against the decision of CHIEF GENERAL MANAGER, Bhubaneswar in this regard.

11.2 The bid security is required to protect the tendering authority against the risk of bidder’s conduct, which would warrant the security’s forfeiture pursuant to clause 11.6.

11.3 BID NOT SECURED IN ACCORDANCE WITH PARA 11.1(i) and (ii) SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.

11.4 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by the Tendering authority, pursuant to Clause 12.

11.5 The successful bidder’s bid security will be discharged upon the bidder’s acceptance of the LOI/APO satisfactorily in accordance with clause 27 and furnishing the performance security.

11.6 THE EMD/BID SECURITY MAY BE FORFEITED :

- (a) If bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid Form, or
- (b) In case of a successful bidder, if the bidder fails:
- i. To sign the contract agreement in accordance with clause 28 or
 - ii. To furnish performance security in accordance with clause 28.2.

Read, understood, complied and agreed

Signature of the bidder with seal

- (c) In both the above cases i.e. 11.6 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of LOI. The bidder will not approach the court against the decision of BSNL in this regard.

12. PERIOD OF VALIDITY OF BIDS:

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

13. i) POWER OF ATTORNEY:

- a. The power of attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states (s) and the same be attested by a Notary Public or registered before Sub-Registrar of the state(s) concerned. **(The power of attorney should be executed after the date of NIT)**
- b. The power of Attorney is executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/institution/body corporate.
- c. In case of the bidder being a firm the said power of attorney should be executed by all the partners in favour of the said attorney.
- d. In case the representative of bidder company, who uploads the documents on e-tender portal using his Digital Signature Certificate (DSC), is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name, shall also be made as one of the Power of Attorney holder by the bidder Company, in addition to the authorized signatory for the bid.

ii) FORMAT AND SIGNING OF BID:

- a. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person(s) signing the bid.
- b. The over writing / erasures in the bid made by the bidder shall be signed by the person signing the bid.

D. SUBMISSION OF BIDS:

14. SEALING AND MARKING OF BIDS:

- 14.1 The Bid contains three parts ;

The first part (Envelope-A) in hardcopy form should contain:-

- a) **Original DD/BC towards Tender paper fee as per NIT , Section I.**
- b) **Original DD/BC/BG towards EMD/ Bid Security as per Clause 11.**
- c) **The power of attorney in original (If applicable).**

Note(1)-The above documents have to be kept in a sealed Envelope-A .The Envelope should be addressed to AGM(RF), O/o CHIEF GENERAL MANAGER, BSNL Bhawan, Ashok Nagar

Read, understood, complied and agreed

Signature of the bidder with seal

Bhubaneswar-751009. This Envelope-A should be dropped in the tender box available in the chamber of AGM(RF), 4th Floor, CMTS wing, O/o CHIEF GENERAL MANAGER, BSNL Bhawan, Ashok Nagar Bhubaneswar-751009 on or before 14:30 Hrs of the last day of e bid uploading i.e. 01-08-2018 .

Note (2)- The scanned copies of the DD/BC/BG towards EMD/BID security, DD/BC towards tender paper fee & Power of attorney (If applicable) have to be uploaded in the E-portal of M/s ITI. If any one of the document required to be submitted in envelope A is found to be wanting, the concerned bid shall be rejected at the opening stage itself.

Note(3)-The second part is Envelope-B (a folder in soft copy form) which contains scanned copies of the documents of Technical Bid vide Section VI should be uploaded in the appropriate place of the e-portal of M/s ITI Ltd. Also the excel sheet of Techno-Commercial bid check list has to be filled in the e-portal of M/s ITI Ltd.

Note(4)- The third part contains Financial Bid (Price Schedule) should be uploaded as marked as Envelope-C. Financial e- bid containing the Price schedule in the excel format has to be filled up carefully in the FINANCIAL BID in e-portal of M/s ITI Ltd.

14.2 **The Venue of E- bid Opening** will be **Meeting Room (4th floor), O/o Chief General Manager, BSNL, Telephone Exchange Building, Ashok Nagar Bhubaneswar–751009** at **15:00 hrs. on the 01-08-2018**. If due to administrative reason, the venue of e Bid opening is changed, it will also be displayed prominently in the notice board on the ground floor of the above mentioned office.

14.3 All Bids i.e. techno-commercial and financial bids , must be e-quoted and submitted before the locking time of the bid submission that is 14:30 Hrs of 01-08-2018. BSNL and ITI are not responsible for any problem like link failure or internet access problem faced by the bidder at the last moment of e-submission. The bidder should keep sufficient time in his hand to participate in e-tender process for timely and valid submission of his bid.

15. **SUBMISSION OF BIDS:**

Bids must be submitted ONLINE by the bidders not later than the specified date & time indicated in the NIT, Section –I.

(a) The bidder shall submit his bid offer against a set of bid documents downloaded by him for all or some of the systems/s as per requirement of the Bid documents. One Bidder can submit only one offer as only one user id will be allotted to him.

(b) The BSNL may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 6 of Sec-II in which case all rights and obligations of the BSNL and bidders previously refer to the deadline will thereafter be subject to the deadline as extended.

(c) The Clauses of the bids shall be complied and price bid quoted well before the Locking time (**14:30 Hrs of 01-08-2018**) of the bid. Scanned documents wherever necessary are to be pasted in the appropriate places of the document.

16. **LATE BIDS:**

After the Locking Time, no bidder can submit the bid/e-bid. BSNL and ITI are not responsible for any problem like link failure or internet access problem faced by the bidder at the last moment of e-submission. The bidder should keep sufficient time in his hand to participate in e-tender process for

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Signature of the bidder with seal

timely and valid submission of his bid.

17. MODIFICATION AND WITHDRAWAL OF BIDS:

The bidder may withdraw his bid after submission prior to the deadline prescribed for e-submission of bids. The bidder's withdrawal shall have to be online and digitally authenticated (in case of e-tendering). No bid shall be modified subsequent to the deadline for submission of bids that is **14:30 hrs of 01-08-2018**.

E. BID OPENING AND EVALUATION:

18. OPENING OF BIDS BY TENDERING AUTHORITY

- i. The bids will be opened in two stages. At **15:00 Hrs** on the due date(**01-08-2018**), the purchaser will open the technical bids in the presence of bidders or their authorized representatives. The bidder's representatives, who are present, shall sign in tender opening register. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in section X).The bidders can view the opening details after the purchaser opened them.
- ii. A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- iii. The bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening.
- iv. The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.
- v. Technical bids will be evaluated by the purchaser and after completion of the technical evaluation the eligible bidders list for the financial bid opening will be made available in the website.
- vi. Opening date and time of Financial bid be notified in the website.

19. PLACE OF OPENING OF TENDER BIDS:

Authorized representative of bidders (i.e. vendor organization) can attend the Tender Opening Event(TOE) at **Meeting Room, 4th Floor, BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009**, where BSNL's Tender Opening Officers would be conducting through online e-Tender.

20. PRELIMINARY EVALUATION:

- 20.1 Tendering authority shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 20.2 Prior to the detailed valuation, pursuant to clause 21, the tendering authority will determine the substantial responsiveness of each bid to the Bid documents. For purposes of these clauses, a substantially responsive bid is one which conforms, to all the terms and conditions of the Bid documents without material deviations. The tendering authority's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse of extrinsic evidence.
- 20.3 A bid, determined as substantially non-responsive will be rejected by the tendering authority and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity also the tendering authority shall not be bound to show the reasons/causes of rejection of the bid.

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Signature of the bidder with seal

- 20.4 The tendering authority may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

21. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

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

Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the tendering authority. **If there is a discrepancy between words and figures, the amount in words shall prevail.** If the bidder does not accept the correction of the errors, his bid shall be rejected. In a tender, where number of items is more than one, price evaluation shall be on composite basis.

Tendering authority may negotiate with L1 bidder only to arrive at reasonable rate(s) and may make counter offer the same (L1 negotiated & approved price) to other techno-commercially responsive bidder(s).

Lowest bidder will be decided for each item of financial bid separately.

22. CONTACTING THE TENDERING AUTHORITY:

Subject to Clause 19, no bidder shall try to influence the tendering authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded. Any effort by a bidder to influence the tendering authority in the tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

F. AWARD OF CONTRACT:

23. DISTRIBUTION OF WORK AND AWARD OF CONTRACT:

The Purchaser intends to limit the **maximum** number of technically and commercially responsive **2(Two) bidders** from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The distribution of the quantity shall be as given in Table 1 below.

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

| No. of Bidders to be approved (Col. 1) | Quantity allotted to the respective bidder (Col. 2) | |
|---|--|-----|
| | L1 | L2 |
| One bidder | 100% | Nil |
| Two Bidders | 60% | 40% |

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

| No. of Bidders to be approved (Col. 1) | Quantity allotted to the respective bidder (Col. 2) | | Qty earmarked for MSE bidder(s) (Col. 3) |
|---|--|-----|---|
| | L1 | L2 | |
| One bidder | 80% | Nil | 20 % |
| Two Bidders | 48% | 32% | 20% |

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

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

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

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

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

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

24. TENDERING AUTHORITY'S RIGHT TO VARY QUANTITIES :

- (a) BSNL reserves the right to increase or decrease up to 25% of the quantity 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) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.
- b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing venders, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

25. VALIDITY OF CONTRACT

The contract shall normally be valid for one year from the date of signing of the agreement with an option of extension for a further period of six months subject to a maximum of twelve months with

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the terms and conditions of the tender document taking fall clause into consideration subject to maximum increase by 25% of the tender value.

26. TENDERING AUTHORITY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

27. ISSUE OF LETTER OF INTENT (LOI):

27.1 The issue of an LOI shall constitute the intention of the Tendering authority to enter into the contract with the bidder.

27.2 The bidder shall within 14 days of issue of the LOI give his unconditional acceptance to the terms & conditions of tender in writing along with **performance security 10%** for a valid period of **two and Half years** of tender value awarded in conformity with **Section IX** provided with the bid documents.

28. SIGNING OF CONTRACT:

28.1 The issue of work order shall constitute the award of contract on the bidder only after production of original documents for verification.

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

29. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 27 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the tendering authority may make the award to any other bidder at the discretion of the tendering authority or call for new bids.

30. COURT JURISDICTION:

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

31 While all the conditions specified in the Bid Documents are critical and are to be complied. Special attention of bidder is invited to the following clauses of the bid document, non-compliance of any one of which shall result in outright rejection of the bid.

- i. Clause 14.1 of Section II-The bids will be recorded/ returned unopened, if covers are not properly sealed with "Personal seal" of the bidder.
- ii. Clause 11.1 & 12.1 of Section II- The bids will be rejected at opening stage if bid security is not submitted as per Clauses 11.1, bid validity is less than the period prescribed in Clause 12.1 mentioned above.
- iii. Clause 2& 10 of Section II- If the eligibility condition as per clause 2, Section II is not met and/or documents prescribed to establish the eligibility as per Clause 10 of section II are not enclosed, the bids will be rejected without further evaluation.
- iv. Section VII: Price schedule- Prices are not filled in as prescribed in price schedule.

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v)

- a) Before outright rejection of the bid for non-compliance of any of the provisions mentioned in clause 31 (i) and (ii) of section-II, the tendering authority may extend opportunity to the Bidder(s)/Companies to explain it's/ their position. However if the person representing the company is not satisfied with the decision of the Bid-opening team, he/they can submit the representation to Bid-opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender conditions, if any.
 - b) The representations received in bid opening day shall be submitted to the competent authority for review if the bid opening team is satisfied with the arguments of the bidder(s)/companies mentioned in their representations and feel that there is prima-facie fact for consideration as early as possible and decision to this effect shall be communicated to the bidder company.
 - c) If the reviewing officer finds it fit to open the bid of the petitioner, the bid(s) shall be opened by giving three (working) days notice to all the participating bidders to give opportunity to desirous participants to be present on the occasion.
 - d) The tendering authority shall not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection. Such bids shall be kept preserved in sealed cover as submitted by the bidder(s), however; the representatives of the participating bidders/ companies present on the occasion may put their signatures on the sealed envelopes if they intend to do so. Bids found liable for rejection will be returned to the bidders after issue of work order against instant tender.
- 32.** Tendering authority reserves the right to disqualify the bidder for suitable period who habitually failed to complete the work in time. Further, the bidders whose works do not perform satisfactorily in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the tendering authority.
- 33.** Tendering authority reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
- 34.** The bidder should give a certificate that none of his / her near relative is working in the units as defined below where he/she is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For the partnership firm, certificate will be given by all the partners and in case of limited company by all the directors of the company excluding Government of India/ Financial institutions nominees and independent non-official part time Directors appointed by Government of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person, the tender will be cancelled and bid security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or the firm or the concerned person.

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

The near relatives for this purpose are defined as :-

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as Father, Mother, Son(s) and Son's wife (Daughter-in-law), Daughter(s) and Daughter's husband (Son-in-law), Brother(s) and Brother's wife, Sister(s) & Sister's husband (Brother-in-law).

Read, understood, complied and agreed

Signature of the bidder with seal

The format of the certificate to be given is:

“I.....S/o.....

here by certify that non of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. 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.”

35. E-tendering Instructions to Bidders

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

General: These Instructions (for e-Tendering) supplement „Instruction to Bidders, as enclosed in Sec II of the Tender Document.

Submission of Bids only through online process is mandatory for this Tender for conducting electronic tendering, CMTS unit, BSNL, Odisha Telecom Circle, Bhubaneswar is using the portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI a Government of India Undertaking.

1. Tender Bidding Methodology:

Digitally Sealed E-Bid System –It is of **One Stage with Two Bid system** using Three Envelopes, Envelop-A by hard copy for dropping in tender box , Envelop-B by soft copy for uploading and Envelope-C by soft copy for uploading in ITI portal . (Envelop-B)Technical bids & (Envelop-C) Financial bids shall be submitted by the bidder at the same time in E- portal of ITI.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System (ETS)
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS
6. Clarification to Tender Documents on ETS – Query to BSNL (Optional)
– View response to queries posted by BSNL, through addenda.
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Technical-Part
9. Post-TOE Clarification on ETS (Optional) – Respond to BSNL's Post-TOE queries
10. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Financial-Part (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Note 1: It is advised that all the documents to be submitted (See clause 2&10 of section II) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Note 2: While uploading the documents, it should be ensured that the file name should be the name of the document itself

Read, understood, complied and agreed

Signature of the bidder with seal

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 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 dropped in the tender box or may be submitted to AGM-NWP, O/o CHIEF GENERAL MANAGER, BSNL Bhawan, Unit-2, Ashok Nagar, Bhubaneswar-751009 by person or by post 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 for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

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

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

| | |
|-----------------------|---|
| Helpdesk | |
| Telephone/Mobile Nos. | <i>Mr Sanjib Mohapatra</i> 09937488749,07377708585 <i>[between 10:30 hrs to 18:00 hrs from 09-07-2018 to 01-08-2018]</i> |
| E-mail ID | twhelpdesk404@gmail.com |

| | |
|-----------------------|---|
| BSNL Contact-1 | |
| BSNL's Contact Person | AGM(RF), O/o CHIEF GENERAL MANAGER, BSNL, Bhubaneswar. |
| Telephone/ Mobile | 0674-2501600, 9437568800 <i>[between 10:30 hrs to 18:00 hrs from 09-07-2018 to 01-08-2018]</i> |
| E-mail ID | agmrfodisha@gmail.com |

| | |
|-----------------------|---|
| BSNL Contact-2 | |
| BSNL's Contact Person | SDE(O&M)-CMTS, O/o CHIEF GENERAL MANAGER, BSNL, Bhubaneswar. |
| Telephone/ Mobile | 0674-2506332, 9437000110 <i>[between 10:30 hrs to 18:00 hrs from 09-07-2018 to 01-08-2018]</i> |
| E-mail ID | sdeomcmbbsr@gmail.com |

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Signature of the bidder with seal

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

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

The documents to be uploaded are given in Table-1 of NIT in Section-I.

6. Offline Submissions:

The bidder is requested to submit the following documents offline in the tender box in the chamber of AGM(RF), CMTS Wing, 4th floor, BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009 before 14:30 Hrs of 01-08-2018 in a separate envelope(Envelope-A) :-

- (a)Original DD/BC towards the cost of tender paper as per NIT at Section-I.
- (b)Original DD/BC/BG towards Bid Security/EMD as per NIT at Section-I.
- (c)Original Power of attorney (If Applicable) as per NIT at Section-I.

The bidder has to upload the scanned copy of the above documents during uploading of the bid in E-format.

7. Special Note on Security of Bids

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

As part of the Electronic Encrypted functionality, the contents of both the „Electronic Forms“ and the „Main-Bid“ are securely encrypted using a Pass-word created by the server itself. The Pass-word is more difficult to break. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public- Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

8. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for „Public Online Tender Opening Event (TOE)“. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure „Public Online Tender Opening Event (TOE)“ has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding „Pass-Phrase“ as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual „Tender Opening Event“ is therefore replaced with this superior and convenient form of „Public Online Tender Opening Event (TOE)“.

ETS has a unique facility of „Online Comparison Chart“ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The

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Signature of the bidder with seal

information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

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

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

9. Other Instructions

For further instructions, the vendor should visit the home -page of the portal (<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:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
 2. Register your organization on ETS well in advance of your first tender submission deadline on ETS
 3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
 4. Submit your bids well in advance of tender submission deadline on ETS
- (There could be last minute problems due to internet timeout, breakdown, etc) While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.

Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- Broad band connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)

12. Vendors Training Program

Vendors may contact the ITI Helpdesk personnel given below, for any type of training/help, which they may require while uploading the bids.

Read, understood, complied and agreed

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Section III

General (Commercial) Conditions of Contract

PART-A:

1. Application

The general conditions shall apply in contracts made by the purchaser for the procurement of goods and services.

2. Standards

The works to be executed under the contract shall conform to the standards prescribed in Section V.

3. Performance Security

3.1 The Successful bidder shall furnish performance security to the Tendering Authority for an amount equal to 10% of the total value of the 'contract' in the form of Bank Guarantee within the stipulated time (14 days) after the receipt of the Advance Purchase/Work order. In case BSNL extends the contract, performance security shall have to be submitted as per clause 12 of Section II, accordingly.

3.2 The proceeds of the performance security shall be payable to the Tendering Authority as a compensation for successful bidder's failure to complete its obligations under the contract or for any loss resulting from the non performance of the contract.

3.3 The Performance Security Bond shall be in the form of a Bank Guarantee for a period of **30 months**, issued by a Nationalized /scheduled bank in favour of Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar, and in the form provided in the Section VII of the Bid Document. In case of further extension granted vide clause 6, the performance security shall be revised accordingly.

3.4 The Tendering Authority will discharge the Performance Security Bond after completion of the Successful bidders' performance obligations under the contract.

4. **Delivery Schedule**

The actual delivery scheduled will be mentioned in the work order. However, normally the work should be completed within one week for a shelter at BTS site.

5. **Incidental Services**

The supplier may be required to provide any or all of the following services

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

6. **PAYMENT TERMS**

For claiming the payment, the supplier has to submit the following documents to the paying authority:-

- (a) Invoice clearly indicating break up details of composite price i.e. Basic, E.D., Sales Tax, any other Duties and Taxes, Freight/Packing Charges, GST etc.

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- (b) Certificate of DE(CMTS) regarding satisfactory completion of works.

Payment against CENVAT-able duty will be made only when CENVAT-able invoice is submitted by the supplier.

PART-B

1.1 Paying Authority

“Accounts Officer (CSC), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar.”

2. Prices

- 2.1 Prices charged by the Contractor for the works performed under the Contract shall not be higher from the prices quoted by the Contractor in his Bid.
- 2.2 In the case of revision of Statutory Levies/ Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices on this account and work order shall be issued at reduced rate.
- 2.3 Price once fixed will remain valid for the period of contract. Increase and decrease of taxes/ duties will not affect the price during this period. However, any increase in taxes and other statutory duties / levies after the expiry of delivery date shall be to the supplier’s account. Benefit of any decrease in the taxes / duties shall be passed on to the purchaser by the supplier.

3. Sub Contracts are not allowed under the scope of this tender.

4. Delay in Contractor’s Performance

- 4.1 Delivery of the Goods and performance of the services shall be made by the Contractor in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.
- 4.2 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.
- 4.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the supplier shall:
- (a) Promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks or as per provisions of clause 10.2 of Section III as per provision given below :

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- (b) If the vendor fails to deliver the full ordered quantity even during extended delivery period then the PO shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.
- (c) If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

5. LIQUIDATED DAMAGES

- 5.1 The date of delivery of the service 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 clause 10.2 below.
- 5.2 While granting extension of delivery period as per clause 9.3, the liquidated damages shall be levied as follows:
- (a) Should the supplier fails to deliver the service within the period prescribed and agreed for delivery of service, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed service and/ or undelivered material/service 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 service and/ or undelivered material/service for each week of delay or part thereof for another TEN weeks of delay.
 - (b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the CHIEF GENERAL MANAGER, Odisha Circle stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.
 - (c) In the case of package supply/ turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.
 - (d) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration.
 - (e) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at Para (a).
 - (f) Scheduled Delivery Period in case of installation & commissioning shall be reckoned from the date of handover of site.

6. TERMINATION FOR DEFAULT

- 6.1 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 contractor fails to deliver any or all of the goods/ services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 4;
 - (b) if the contractor fails to perform any other obligation(s) under the Contract; and
 - (c) if the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after

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receipt of the default notice from the purchaser.

- 6.2 In the event the purchaser terminates the contract in whole or in part pursuant to para 11.1 the purchaser may procure/ get the work done, upon such terms and in such manner as it deems appropriate, goods/ services similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods/ services. However the supplier shall continue the performance of the contract to the extent not terminated.

6.3 Rescission/Termination of contract

6.3.1 Circumstances for rescission of contract

Under the following conditions the competent authority may rescind the contract

- (a) If the contractor commits breach of any item of terms and conditions of the contract.
- (b) If the contractor suspends or abandons the execution of work and the purchaser comes to conclusion that work could not be completed by due date for completion or the contractor had already failed to complete the work by that date.
- (c) If the contractor had been given by the purchaser a notice in writing and he/she fails to comply with the requirement within the specified period.

- 6.3.2 Upon rescission of the contract, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the purchaser as under: -

- (i) Measurement of Works executed since the date of last measurement and up to the date of rescission of contract shall be taken.
- (ii) The value of unused material (supplied by the purchaser, if any) available with the contractor along with the penalty shall also be recovered from the contractor as per conditions in tender documents, *ibid*.
- (iii) The un-executed work shall be got executed through the qualified bidder from amongst the bidders, who participated in the bidding process, by giving them offers in their order of ranking (L2, L3...) at L1 rates. If the work was awarded on single tender basis then the purchaser shall get the un-executed work completed through any other contractor approved by the CHIEF GENERAL MANAGER, Odisha Circle, Bhubaneswar at the approved rates or to execute the work departmentally, as is convenient or expedient to the purchaser at the risk and cost of the contractor. In such an event no compensation shall be payable by the purchaser to the contractor towards any inconvenience/ loss that he may be subjected to as a result or such an action by the purchaser. In this regard the decision of CHIEF GENERAL MANAGER, Odisha Circle shall be final and binding. In all these cases, expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him shall be borne and paid by the original contractor and shall be deducted from any money due to him by the purchaser under the contract or any other account whatsoever any where with the purchaser or from a security deposit.

- 6.3.3 The certificate of the SDE-in-Charge as to the value of work done shall be final and conclusive against the contractor, provided always that action shall only be taken after giving notice in writing to the contractor.

6.4 Termination for Insolvency

The purchaser may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the purchaser.

6.5 Optional Termination by the purchaser (Other than due default of the Contractor)

- 6.5.1 The purchaser may, at any time, at its option cancel and terminate this contract by written

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notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation.

- 6.5.2 The purchaser may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such items without any compensation whatsoever to the contractor.

6.6 Issuance of Notice

- 6.6.1 The Sr.GM (NWO-CM)) shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Sub-Divisional Engineer shall submit a draft of final notice along with a detailed report to the competent authority who had accepted the contract.
- 6.6.2 The final notice for rescission of contract to the contractor shall expressly state the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing the final notice
- (a) During the period of service of notice and its effectiveness, the contractor should not be allowed to remove any material/ equipment belonging to the purchaser.
 - (b) No new work beneficial to the contractor shall be allowed.

7. Blacklisting of contractor

- 7.1 The contractor shall be blacklisted for a specific period under any of the following circumstances:
- (a) If the contractor fails to execute the contract or executes it unsatisfactorily or is proved to be responsible for constructional defects.
 - (b) If the two contracts awarded to the contractor, anywhere in BSNL, have been rescinded.
 - (c) If the contractor is no longer in possession of adequate equipments, technical personnel or financial resources.
 - (d) If the contractor is litigious by nature or has violated any important condition of the contract.
 - (e) If the contractor is found to have given false information at the time of enlistment or is declared or is in the process of being declared bankrupt/ insolvent winding-up, dissolved or partitioned.
 - (f) If the contractor persistently violates the labour regulations and other contract laws.
 - (g) If the contractor has been found involved in unethical business practices.
 - (h) If the contractor has been found adopting wrongful means to influence the purchaser's authorities.
- 7.2 The blacklisted contractor shall neither be allowed to participate in the tenders nor shall be allowed to apply for fresh enlistment anywhere in the BSNL during the specified period of blacklisting.
- 7.3 Procedure to remove/ black-list the contractors and competent authorities**
- 7.3.1 The Sub-Divisional Engineer or any higher officers shall submit performance report of the contractors on completion of each work order to the authority that has approved the contract. The authority which has approved the contract shall regularly review the performance of the contractor's vis-à-vis terms and conditions of the contract.
- 7.3.2 If the contract approving authority observes that any of the conditions justifying removal/ black-listing of contractor from the enlistment, such authority shall immediately submit report to the enlisting authority giving details of lapses/ violation justifying removal/ black-listing of the contractor.

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- 7.4 Upon receipt of recommendations of the committee for black-listing the contractor the competent authority will issue a registered show cause notice to the said contractor giving him/ her at least two weeks time to reply. Upon receipt of reply the enlisting authority shall decide about removal/ black-listing of the contractor. If the contractor does not reply to the registered notice then the enlisting authority is free to take decision based up on committee's recommendation after expiry of notice period. The decision about blacklisting shall expressly mention duration for which the contractor of blacklisted debarring him from participating in the tenders and also from applying for fresh enlistment anywhere in the BSNL during the period of blacklisting.

8. Indemnities

- 8.1 The contractor shall at all times hold the purchaser harmless and indemnified from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions, brought or procured against the purchaser, its officers and employees and forthwith upon demand and without protect or demur to pay to the department any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the department may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the department or pay to the department forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the department arising out of or incidental to or in connection with the operation covered by the contractor.
- 8.2 The contractor shall at his own cost at the purchaser's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the purchaser.

9. Force Majeure

- 9.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, civil commotion sabotage, explosions, or act of God (Herein after 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 such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the purchaser as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such even for a period exceeding as fixed by the purchaser either party may, at his option terminate the contract.
- 9.2 Provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor 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 the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the purchaser elect to retain.

10. Arbitration

- 10.1 In the event of any question, dispute or difference arising under this agreement or in connection

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therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, Odisha Telecom Circle, BSNL, Bhubaneswar or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Chief General Manager, Odisha Telecom Circle, BSNL, Bhubaneswar or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, Odisha Telecom Circle, BSNL, Bhubaneswar or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Chief General Manager, Odisha Telecom Circle, BSNL, Bhubaneswar or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment on the ground that the arbitrator is Government Servant/ employee of the purchaser or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant/ BSNL employee he has expressed views on all or any other matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever the Chief General Manager or the said officer shall appoint another person to act as 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.

- 10.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made thereunder, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 10.3 The venue of the arbitration proceeding shall be the office of the Chief General Manager, Odisha Telecom Circle, BSNL, Bhubaneswar or such other places as the arbitrator may decide.
- 10.4 The following procedure shall be followed: -
- 10.4.1 In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
- 10.4.2 There should not be a joint submission with the contractor to the sole Arbitrator.
- 10.4.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- 10.4.4 The onus of establishing his claims will be left to the contractor.
- 10.4.5 Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
- 10.4.6 The 'points of defence' will be based on actual conditions of the contract.
- 10.4.7 Claims in the nature of *ex-gratia* payments shall not be entertained by the Arbitrator as these are not contractual.
- 10.4.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of 'points of defence'.
- 10.4.9 If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.
- 10.5 The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

11. Set Off

Any sum of money due and payable to the contractor (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.

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12. Fall Clause

- 12.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 9 of section III. 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. 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 contractor 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 un-supplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.
- 12.2 Moreover
- (a) The contractor while applying for extension of time for delivery of equipment/ service, if any, shall have to provide an undertaking as

“We have not reduced the sale price, and/or offered to sell the same or similar equipment/ service to any person/organization including Department of Central/ State Government or any Central/ State PSU at a price lower than the price chargeable under the contract for scheduled delivery period.”
 - (b) In case undertaking as in Clause 17.2(a) is not applicable, the contractor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

Section IV (Special Conditions of the Contract)**Part-1 (Special Conditions)**

- 1. General
- 1.1 The special conditions of contract shall supplement the ‘Instructions to the Bidders’ as contained in Section II and “General (Commercial) Conditions of the Contract” as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III .
- 1.2 The small scale industries registered with National Small Scale Industries Corporation (NSIC) for the tendered item under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit their latest NSIC certificates and documents in respect of their monetary limit and financial capability duly certified by NSIC.
- 1.3 The purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the Department.
- 1.4 The purchaser reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- 1.5 The purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 1.6 Any clarification issued by the purchaser, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the

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- bid documents.
- 1.7 Tender will be evaluated as a single package of all the items given in the price schedule.
 - 1.8 All work to be executed under the contract shall be executed under the direction and supervision of the Sub Divisional Engineer/DET(CMTS) of concerned SSA or the in-charge of the location who shall be entitled to direct in what manner the works are to be commenced and performed as per demands of the situation.
 - 1.9 The total work will be distributed between two contractors as per ratio mentioned in clause no. 23 of section-II . However the purchaser reserves the right to award the work to more than two contractors. The purchaser may accept any tender in part and not entirely if considered expedient.
 - 1.10 If the contractor shall desire an extension of time for execution of the work on the grounds of unavoidable hindrance or on any other ground he shall apply in writing to the AGM(RF) , O/o CHIEF GENERAL MANAGER, Odisha Circle, Bhubaneswar within 3 days of the date of hindrance on account of which he desires such extension as aforesaid. In this regard the decision of the purchaser shall be final.
 - 1.11 If any time after the commencement of the work, the purchaser may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then the purchaser shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he had any claim for compensation by reason of any alternations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.
 - 1.12 Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, the purchaser shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any government promissory notes etc., forming the whole or part of such security or running/final bill pending against any contract with the department. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time there after may become due to the contractor under this or any other contract with department. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Department on demand the balance remaining due.
 - 1.13 In the event of the contractor being, adjudged insolvent or going voluntarily into liquidation or having received order or other order under insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified the purchaser shall have the power to terminate the contract without any notice.
 - 1.14 Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the purchaser can terminate the contract without compensation to the contractor. However, the GM (NW-CM), Odisha Telecom Circle, Bhubaneswar, at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of the CHIEF GENERAL MANAGER, Odisha Telecom Circle, Bhubaneswar, shall be the final.
 - 1.15 In the event of the contractor, winding up his company on account of transfer or merger of his company with any other, the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities thereunder.

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1.16 Suspension on account of weather conditions

The contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by the purchaser or deemed advisable on account of bad weather conditions or other *force majeure* conditions.

- 1.17 The engagement and employment of workmen and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws of regulations shall be deemed to be breach of this contract.

2. Interpretation of the contract document

The purchaser and the contractor shall in so far as possible by mutual consultation, try to decide upon the meaning and intent of the contract document. In-case of disagreement the matter shall be referred to the CHIEF GENERAL MANAGER, Odisha Telecom Circle, Bhubaneswar, whose decision shall be final. Any change in the contract documents shall be set forth in writing by the representative of the parties hereto. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.

3. Notification

The contractor shall give in writing to the proper person or authority with a copy to the Divisional Engineer (CMTS) such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or completion of the contracted work. All notice shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the contractor shall keep all proper persons or authorities involved and advised of the progress of operations through out the performance of the work and/or with such other information and/or supporting figure and data as may from time to time as directed or required.

4. Items Supplied By The Purchaser

- 4.1 The contractor shall ensure that only the required materials are issued to him. Upon completion of work, the contractor shall return to the purchaser at the later designated store in good condition, free of charges, any unused materials that were supplied by the purchaser.
- 4.2 The contractor shall transport (including loading and unloading) all materials issued to him to the site of work at his own cost. The purchaser shall not pay any transportation charges to the contractor.
- 4.3 All materials supplied to the contractor by the purchaser shall remain the absolute property of the purchaser and shall not be removed from site of the work except for use in the work and shall be at all times open to inspection by the representative of the purchaser. In-case the materials like cable and accessories are taken delivery of by the contractor and stored at the site office/store of the contractor such site office/store will also be treated "as site" for this purpose. Any such materials remaining unused at the time of the abandonment, completion or determination of the contract shall be returned to the purchaser at a place informed to him by the purchaser, failing which the cost of the unused materials shall be deducted from the contractor's material security or any of his pending bills or from any other security.
- 4.4 The contractor shall be responsible for the transportation of store, storage and safe custody of all material supplied to him by the purchaser, which in the contractor's custody whether, or not installed in the work. The contractor shall satisfy himself regularly the quantity and quality of the materials supplied to him and he will be responsible for any subsequent deterioration and discrepancy (inclusive of theft) in the quantity/ quality of the materials.
- 4.5 The contractor shall submit a proper account every month of all the materials supplied to him by the purchaser and those consumed for items of work any discrepancy of difference between the materials issued to the contractor and those consumed in the work as per the "Purchaser's

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calculation” (which shall be final) will be charged to the contractor or deducted from his bills at 1.5 times of prevailing standard price including freight, handling charges, storage charges etc.

5. Easements, Permits, Licences And Other Facilities

- 5.1 The contractor shall be fully responsible for arranging and obtaining all necessary easement, permits and licences, for moving all construction equipment, tools, supplied materials and men across Railways and Highways, across public or private road as well as premises of any public utility within the right of user and for bearing all costs that may be incurred in respect of the same.

6. Quality Of Work

The purchaser shall be the final judge of the quality of the work and the satisfaction of the department in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the Department and / or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification there in. The representative of the purchaser has the right to prohibit the use of men and any tools, materials and equipment which in his opinion do not produce work or performance meet the requirement of the contract documents.

7. Taxes And Duties

Contractor shall pay all rates, levies, fees, royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the contract or any of the obligations of the parties in terms of the contractor documents and/or in respect of the works or operations or any part thereof to be performed by the contractor and the contractor shall indemnify and keep indemnified the purchaser from and against the same or any default by the contractor in the payment thereof.

8. Protection of life and property and existing facilities

- 8.1 The contractor is fully responsible for taking all possible safety precautions during preparation for and actual performance of the works and for keeping the site, its occupants and public in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his work and shall minimize the disturbance and inconvenience to the public.
- 8.2 The contractor shall be solely liable for all expense for and in respect of repairs and/or damage occasioned by injury of or damage to such underground and above structures or other properties and under take to indemnify the purchaser from and against all actions, cause of actions, damages, claims and demands what-so-ever, either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and/or incidental thereto. The contractor shall take all responsibilities and risk and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers, cables or other facilities from damage by the contractor's operation in connection with the work. The contractor without cost to the Department shall promptly repair any damage incurred.
- 8.3 The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.

9. Labour Welfare measures and Workman Compensation

9.1 Obtaining Licence before commencement of work

The contractor shall obtain a valid labour licence under the Contract Labour (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, before commencement of the work, and continue to have a valid licence until the completion of work. In addition to above, the contractor shall also abide by the

Read, understood, complied and agreed

Signature of the bidder with seal

provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

9.2 Contractors Labour Regulations

9.2.1 Labour Records

- (i) The contractor shall maintain a **Register of Persons employed on work** on contract in Form XIII of the Contract Labour (R&A) Central Rules 1971.
- (ii) The contractor shall maintain a **Muster Roll Register** in respect of all workmen employed by him on the work under contract in Form XVI of the Contract Labour (R&A) Rules 1971.
- (iii) The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in form XVII of the Contract Labour (R&A) Rules 1971.

9.2.2 Attendance card cum wage slip

- (i) The contractor shall issue an Attendance card cum wage slip to each workman employed by him.
- (ii) The card shall be valid for each wage period.
- (iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- (iv) The card shall remain in possession of the worker during the wage period under reference.
- (v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- (vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

9.2.3 Employment card

The contractor shall issue an Employment Card in the Form XIV of Contract Labour (R&A) Central Rules 1971 to each worker within three days of the employment of the worker.

9.2.4 Service certificate

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service Certificate in the Form XV of the Contract Labour (R&A) Central Rules 1971.

9.2.5 Preservation of labour records

The labour records and records of Fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the SDE-in-Charge or Labour Officer or any other officers authorised by the Ministry of Communication/ BSNL in this behalf.

9.3 Submission of Returns

The contractor shall submit periodical returns as may be specified from time to time.

9.4 Amendments

The Central Government may from time to time add to or amend the regulations and on any question as to the application/ interpretation or effect of those regulations.

9.5 Termination of labours engaged

Though purchaser will not generally interfere as who is being engaged by the contractor for performance of jobs, however, in exceptional circumstances the SDE(CMTS) -in-charge may ask for termination of a particular labour engaged without assigning any reason. The contractor will necessarily have to follow the advice of SDE(CMTS) -in-Charge and remove that labour from that site by duly releasing all his payments in accordance with clause 9.2 section IV of this bid document.

Read, understood, complied and agreed

Signature of the bidder with seal

10. Insurance

Without limiting any of his other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution. The contractor shall also take out **Workmen's Compensation Insurance** as required by law and undertake to indemnify and keep indemnified the department from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the department may suffer or incur with respect to end/or incidental to the same. The contractor shall have to furnish originals and/or attested copies as required by the department of the policies of insurance taken within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the department may require.

11. Compliance With Laws And Regulations

During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws, rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or department, municipal board, government or other regulator or authorised body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By-laws, Rules, Regulations, orders and / or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or sub-contractor to share any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the department harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

12. Tools And Plants

The contractor shall provide at his own cost all tools, plants, appliances, implements, measuring instruments etc. required for proper execution of works. The contractor shall also supply without charge the requisite number of persons with the means, materials and safety tools necessary for the purpose of doing works and assisting at any time and from time to time. Failing this so doing the same may be provided by the purchaser at the expense of the contractor and the expenses shall be deducted from any money due to the contractor under this contract or otherwise.

Read, understood, complied and agreed

Signature of the bidder with seal

Section IV(Part-2)**SCHEDULE OF REQUIREMENTS & SCOPE OF WORK****1. INTRODUCTION**

This tender has the provision for **Replacement of floor damage and covering the G.I Sheet on the damaged roof area** of NBSNL BTS Sites. The total damaged assessed so far may be as follows:-

1. Roof coverage cases are:-163 Nos.
2. Floor replacement cases are:- 30 Nos.

The floor of the shelter will be replaced by the contractor totally by placing wooden ply with fixing the screw over the iron angle by covering of antistatic Mat. 0.3 mm GI Sheet will be covered totally on the damaged condition of the roof by riveting on it without replacing the old portions of the roof. The BTS equipment will be dismantling first before stating the floor work. The cost of works are inclusive of material, labour and transport charges. The contractor has to supply all the materials required to carry out the work.

SSA WISE REQUIREMENT OF SHELTER REPAIR CASES

| SSA | Roof problem | Floor problem |
|--------------|--------------|---------------|
| BALASORE | 12 | 0 |
| BARIPADA | 16 | 0 |
| BERHAMPUR | 10 | 10 |
| BHAWANIPATNA | 2 | 0 |
| BHUBANESWAR | 59 | 6 |
| BOLANGIR | 50 | 0 |
| CUTTACK | 7 | 4 |
| DHENKANAL | 3 | 1 |
| KEONJHAR | 11 | 2 |
| KORAPUT | 8 | 0 |
| PHULBANI | 2 | 0 |
| ROURKELA | 16 | 7 |
| SAMBALPUR | 13 | 0 |
| TOTAL | 163 | 30 |

Read, understood, complied and agreed

Signature of the bidder with seal

THE MATERIAL REQUIRED FOR SHELTER REPAIRING

(THE QUANTITY INDICATED IS APPROXIMATE)

List of the materials for roof replacement per shelter (to be provided by the contractor).

| SN | Statement of work (SOW) | Quantity |
|----|---|--------------------|
| 1 | Supply of 0.3 mm corrugated GI sheet roof with relevant & adequate material (Jindal, Bhusan, Arati) | (12'X3') 4 PC |
| 2 | Supply of Silicon sealant | 4 PC |
| 3 | Supply of Rivet | 150 PC |
| 4 | Supply of Batten | 1PC |
| 5 | Labour Charges | LS |
| 6 | Transportation | LS |
| | TOTAL | Per shelter |

List of Material for Floor replacement per shelter (to be provided by the contractor).

| SN | Statement of work (SOW) | Quantity |
|----|---|--------------------|
| 1 | Supply of Ply 8'x 4' water proof -19mm ,make-Battain, Ultra, Austin, Royal supper | 3 PC |
| 2 | Supply of Antistatic mat 1.5 mm | 84 sq ft |
| 3 | Supply of Rivet | LS |
| 4 | Supply of Screw | LS |
| 5 | Fleshing | 37 ft |
| 6 | Dendrite Gum | 2 ltrs |
| 7 | Transportation | LS |
| 8 | Labour charges | LS |
| | TOTAL | Per shelter |

Shelter equipment shifting

| SN | Statement of work (SOW) | Quantity |
|----|---|--------------------|
| 1 | Labour charges including De- installation ,installation, shifting active and passive equipment inside shelter | LS |
| 2 | Angel (75X 75X6) | 6 Mtrs |
| | TOTAL | Per shelter |

Read, understood, complied and agreed

Signature of the bidder with seal

SECTION-V

BID FORM

To

**The Chief General Manager
Odisha Telecom Circle, Bhubaneswar.**

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos., the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work "....." in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this bid.

2. If our Bid is accepted, we will obtain the guarantee of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.

3. We agree to abide by this Bid for a period of **150 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

4. Until a formal Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

6. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this.....Day of.....2018

Signature of Authorized Signatory.....

In Capacity of

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

Witness:

Signature.....

Address.....

Read, understood, complied and agreed

Signature of the bidder with seal

SECTION-VI
TECHNICAL BID CHECK LIST

| S/N | Details of soft copies/scanned copies of Self attested Documents for uploading in ITI tender portal. | Uploaded Yes/No/NA |
|-----|---|--------------------|
| 1 | The Cost of Tender Paper worth Rs.590/- in shape of DD / BC drawn after the date of publication of NIT on any Indian Nationalized/Scheduled Bank in favour of "Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar" payable at Bhubaneswar. <i>Note-The tender paper fee shall not be applicable to MSE bidders on production of requisite proof in respect of valid certification from MSME for the tendered item.(self attested photo copy of valid certificate from MSME for the tendered item should be uploaded to claim exemption on tender paper fee).</i> | |
| 2 | The Bid security or EMD for 50,110/-(Rupees Fifty Thousand One Hundred Ten) in shape of DD / BC drawn after the date of publication of NIT on any Indian Nationalized/Scheduled Bank in favour of "Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar" payable at Bhubaneswar. <i>Note-The MSE units shall be exempted from submission of EMD/Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item. (self attested photo copy of valid certificate from MSME for the tendered item should be uploaded to claim exemption on EMD/Bid security).</i> | |
| 3 | Self-Attested Photo copy of "Power of Attorney" in case of person other than the bidder has signed the tender document. (Power of Attorney should be executed after the date of NIT) . Note- The Original Power of Attorney should be submitted along with the DD/BC/BG keeping in the envelope-A and the envelope should be dropped in the tender box. (Please refer clause no. 13 and 14 of section-II of tender document for details) | |
| 4 | Self-Attested Photo copy of the Registration certificate of Individual contractor/ firms/Companies. | |
| | a)) Individual contractor: The bidder should submit Valid Registration Certificate as Individual contractor issued by any State/Central Government Authority. | |
| | b) Proprietorship Firm: The bidder should submit an Affidavit describing that he is the sole proprietor of the said Proprietorship firm which is executed on a non-judicial stamp paper of appropriate value as prevailing in the respective states (s) and the same be attested by a Notary Public or registered before Sub-Registrar of the state(s) concerned. The proprietorship firm should also be registered by any State/Central Government Authority as a valid contractor | |
| | c) Partnership Firm: The bidder should submit a certificate of registration for the firm registered under Indian partnership Act'1932 and it's subsequent amendments. The bidder should also submit the copy of partnership deed. | |
| | d) Company under Indian Company Act 1956: In case of a company registered under Indian Companies Act, 1956, the bidder should submit Certificate of Incorporation, Article or Memorandum of Association along with List of all Directors including their name(s), Director Identification Number(s) (DIN) and address(es) along with contact mobile/telephone numbers of office and residence. | |
| 5 | PAN CARD of the individual/firm/company whichever is applicable to the participating bidder.(In case of proprietorship PAN should be in the Individual's name and in case of company/partnership firm the PAN in company/firm's name) | |
| 6 | Income Tax return for the Assessment Year 2017-18 | |
| 7 | Valid EPF Registration Certificate. | |
| 8 | Valid Workman's compensation insurance or ESIC certificate. | |
| 9 | GST Registration certificate. | |
| 10 | (G) Work Experience for successful completion of "REPAIR AND MAINTENANCE OF SHELTERS AT MOBILE BTS SITES" ANYWHERE IN INDIA in BSNL/MTNL/TCIL or in any other licensed Telecom Service Provider or having directly worked on above mentioned field for any Technology Vendor/Infra Provider namely M/s ZTE/ Ericsson/Nortel/BIL/IDEA/RELIANCEJIO/VODAFONE etc. The certificate regarding relevant experience as mentioned above in last three | |

Read, understood, complied and agreed

Signature of the bidder with seal

| | | |
|---|---|--|
| | financial years (2015-16, 2016-17 & 2017-18) and current year 2018-19 up to 30-06-2018 cumulatively of worth Rs 8.8 Lakh or more issued by an officer not below the equivalent rank of TDM/DGM/SE of BSNL/MTNL or Circle head/Area Manager of the Technology Vendor/ Telecom Service Provider / Infra Provider to be produced. | |
| 11 | Turnover Certificate – Turn over in last three audited financial years (2014-15, 2015-16 & 2016-17) of at least Rs 37.60 Lakh duly certified by a Chartered Accountant firm. | |
| 12 | Bid form as per Section-V duly filled and signed. | |
| 13 | Technical Bid Check list vide Section-VI duly filled and signed. | |
| 14 | Undertaking & Declaration as per section-VIII duly filled and signed. | |
| 15 | Section-XII Proforma for No Near-relative(s) Certificate duly filled with seal and signature. Note: In case of proprietorship firm, certificate will be given by the proprietor, for partnership firm, certificate will be given by all the partners and in case of Private Ltd. Company, by all the directors of the company. | |
| 16 | Information Sheet as per section-XIII duly filled and signed. | |
| 17 | Clause by clause compliance- ANNEXURE-A, duly filled and signed. | |
| 18 | Declaration of Non - tampering of tender document- ANNEXURE-B duly filled and signed. | |
| 19 | Declaration for Downloading the tender Document vide ANNEXURE-C duly filled and signed. | |
| 20 | Tender document signed by the bidder on all pages with seal. | |
| Note: Self attested photocopies of all the documents should be uploaded. | | |
| <p>Note-1) If any one of the above items required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, the tendering authority at it's discretion may call for any clarification regarding the bid documents within a stipulated time period. In case of non-compliance of such queries, the bid will out rightly rejected without entertaining further correspondence in this regard. The bidder is fully responsible for authenticity of the document.</p> <p>Note-2) VERIFICATION OF DOCUMENTS AND CERTIFICATES: The bidder will ensure that all the documents and certificates, including experience/ performance and self-certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder. If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per departmental guidelines.</p> <p>Note-3) The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self-attested by the bidder.</p> <p>Note-4) 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.</p> <p>Note-5) All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.</p> | | |

Read, understood, complied and agreed

Signature of the bidder with seal

Section VII
FINANCIAL BID/Price Schedule

I/we have read the tender documents thoroughly & hereby offer the price bid as detailed below for the itemized quantitative requirements as mentioned & as per the specification of tender document. The rates quoted by me, are inclusive of all taxes, levies, octroi etc. including cost of transportation, labour charges, service charges but excluding GST .

| Item Sl.No. | Job description and Specification | Unit | Unit Price (Inclusive of all Taxes and levies but excluding GST) | |
|-------------|---|------------------|--|----------------|
| | | | Amt. | Amt. |
| | | | (Rs.) in figures | (Rs.) in words |
| A | B | C | D | |
| 1 | Shelter Roof replacement complete in all respect as per tender specification and direction of Engineer-in-Charge. (Including supply of materials, transportation, labour charges, service charges etc.) | Per each shelter | | |
| 2 | Shelter Floor replacement complete in all respect as per tender specification and direction of Engineer-in-Charge. (Including supply of materials, transportation, labour charges, service charges etc.) | Per each shelter | | |

Notes:

1. The rate is inclusive of all but excluding GST which will be paid as applicable during the period of contract.
2. The rate should be limited to 2 decimal points only.
3. In case of variation between rate mentioned in figures & words, the rate in words shall prevail.
4. **L-1 will be decided for each item separately for award of work.**

(Signature of Authorized Signatory)

Name.....

Official Seal

Read, understood, complied and agreed

Signature of the bidder with seal

SECTION-VIII

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. I/we hereby declare that I shall comply with all the terms and conditions of the tender documents as out lined in all the clauses unconditionally.
- 3. 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 bidder 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.

Date:

.....

Signature of bidder

Place:

Name of bidder

Along with date & Seal

Read, understood, complied and agreed

Signature of the bidder with seal

SECTION-IX

PERFORMANCE SECURITY GUARANTEE (BOND FORM)

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

2. We (Name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that he amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding

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

4. We (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till (office /BSNL) Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of **TWO & HALF YEARS** from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

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

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

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

Dated the Date

For

(Indicate the name of the Bank)

Read, understood, complied and agreed

Signature of the bidder with seal

SECTION-X

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Ref: NIT No. S-52/CMTS/TENDER/SHELTER REPAIR/2018-19/2 dtd. 09-07-2018

Subject: Authorization for attending Bid opening on (Date) in the tender of

Following person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of(Bidder) .

| <u>Name</u> | <u>Specimen Signature</u> |
|-------------|---------------------------|
| | |

Signature of Bidder

Or

Officer authorized to sign the Bid

Document on behalf of the Bidder.

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

Read, understood, complied and agreed

Signature of the bidder with seal

SECTION-XI

BID SECURITY FORM

Whereas(hereinafter called "the Bidder") has submitted its bid dated for the supply of Tender No. KNOW ALL MEN by these Presents that WE OF having out registered office at (here in after called "the Bank") are bound unto (here in after called the "the Purchase") in the sum of for which payment will and truly to be made of the said Purchase, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

- 1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form; or
- 2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the Period of Bid validity.
 - a) Fails, or refuses to execute the Contract, if required, or
 - b) Fails or refuses to furnish performance security, in accordance with the Instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand, the Purchaser will note that the amount claimed by it is owing to the occurrence of one or all of three conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clauses 12 and 28.2 of section II of the Bid Document up to and including Thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank

Name.....

Signed in capacity of
 Name of Witness
 Signature of Witness
 Address of Witness
 Full Address of Branch
 STD Code & Telephone No. of Branch
 FAX No. Of Branch

Read, understood, complied and agreed

Signature of the bidder with seal

SECTION-XII

PROFORMA FOR NO NEAR RELATIVES CERTIFICATE IN BSNL

Ref: NIT No. S-52/CMTS/TENDER/SHELTER REPAIR/2018-19/2 dtd. 09-07-2018

Certificate to be given by the contractor in respect of no near
Relative (s) in BSNL of the contractor.

I,
S/o.....resident of

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

Signature of the renderer with seal

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

Read, understood, complied and agreed

Signature of the bidder with seal

SECTION-XIII

INFORMATION ABOUT BIDDERS

(To be filled in and submitted by the bidder)

Ref: NIT No. S-52/CMTS/TENDER/SHELTER REPAIR/2018-19/2 dtd. 09-07-2018

1. NAME OF THE INDIVIDUAL/FIRM _____

2. PRESENT ADDRESS

3. PERMANENT ADDRESS

Tel No.

Tel No.

4. Whether it is sole proprietor/or partnership firm/private limited company.

5. Name of the sole proprietor/Name of the partners/Name of the Director(s)

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 firm)

7. Permanent Income Tax No.

8. Whether the firm is having branches at more than one place? If so details

9. Number of labours under command that can be simultaneously engaged and the time required for mobilizing that such number that can be mobilized within a period of 15 (fifteen) days from the date of work order.

10. Major works employing large labour force/work involving, erection of telecom towers and associated works are undertaken by the firm in the last five consecutive years. Copies of such work orders along with certificate of satisfactory performance to be attached.

Place.....

Signature.....

Date

Name.....

Date

Name.....

Issued to.....

Signature of issuing officer

Read, understood, complied and agreed

Signature of the bidder with seal

SECTION-XIV
AGREEMENT FORMAT

Agreement No. Dt.....

The agreement made on this day of2018 between the “**Chief General Manager, BSNL, Odisha Telecom Circle, Bhubaneswar**”, herein after called the “**BSNL**” (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the **ONE PART** and “.....” herein after called the “**CONTRACTOR**” (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) on the **OTHER PART**.

Where as in response to the Tender Notice No. Name of the work- “.....” issued by **Chief General Manager, BSNL, Odisha Telecom Circle, Bhubaneswar** and “.....” has been declared the successful bidder for carrying out the work.

Whereas the Contractor has offered vide APO/Letter of Intent No. to enter into contract with BSNL for the execution of the work of “.....” on the terms and conditions herein contained in the tender document and the rates approved by BSNL (copy of approved rate sheet annexed as Annexure-I) have been duly accepted and whereas the necessary performance security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the performance security deposits. Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows:-

1. That, the contractor shall, during the period of this contract that is to say from to or completion of works for Rs (**Rupees only**) whichever is earlier or until this contract shall be as extended/determined by such notice as is herein after mentioned, safely carryout, by means of labours employed at his own expenses, all the works, detailed in the tender document for “.....” as well (annexed to the agreement), when BSNL or any other persons authorized by in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirement as demanded by exigencies of service.
2. That, the contract can be extended for a further period ofmonths subject to a maximum of months with the terms and conditions of the tender document taking fall clause into consideration.
3. That, the NIT (Notice Inviting Tender), Bid documents (Qualifying & Financial), Letter of Intent, Approved rates, with all addendums & corrigendum annexed hereto and such other additional particulars, instructions, drawings, work orders 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 by exigencies of services.
4. That, in consideration of the payment to be made to the Contractor for the tender works to be executed by him, the contractor hereby conveys BSNL that he (contractor) shall in accordance with the tender terms and conditions do provide the requisite number of workmen with means and materials as well as tools, appliances, machines, implements , vehicles for transportation, cartage etc. required for the proper execution of the work within the time specified in the work order and complete the works. He shall perform all other acts, deeds, comments and things which are to be implied there from or may be reasonably necessary for the completion of the said tender works in time and manner, subject to the terms and conditions of the tender document.
5. That, in consideration of the due provisions, executions and completion of the said works, BSNL hereby agree with the contractor the respective amounts for the work done by the contractor and such other sum(s) as may become payable to the contractor under the provisions of contract.
6. That, the contractor hereby undertakes to follow all necessary acts/ rules /orders / guidelines / procedures of State Government/Central Government/BSNL as the case may be issued by the State Government/Central Government/BSNL from time to time which are necessary and obligatory for execution of the said tender work and

Read, understood, complied and agreed

Signature of the bidder with seal

should make all statutory payments to Government in time and to appraise the BSNL authority in due course of time.

7. The party/parties at other part called as " Contractor" , also declares that , none of his/her/their near relatives i.e Wife, Husband, Father, Mother, Son(s) and Son’s wife (Daughter-in-law), Daughter(s) and Daughter’s husband (Son-in-law), Brother(s) and Brother’s wife, Sister(s) & Sister’s husband (Brother-in-law) is/are working as an officer/official in BSNL.
8. That, the Contractor hereby declares that nobody connected with or in the employment of BSNL is none/shall not ever be admitted as partner in the contract.
9. That, both the parties have accepted and agreed to the approved rates for execution of the said tender works as described in the annexure-I to this agreement which shall remain in force during the entire period of contract taking fall clause of the tender document into consideration.
10. That the contractor shall abide by the terms and conditions , rules, guidelines, construction practices , safety precautions etc. stipulated in the tender document including any correspondence between the contractor and BSNL having bearing on execution of work and payments of work to be done under the contract.
11. That the contractor unconditionally accepts the approved rates along with all the terms and conditions of the tender document for carrying out the tender work in a smooth and peaceful manner for BSNL. In case of failure in the part of contractor, BSNL may take action against the contractor as per departmental guidelines in addition to forfeiture of performance security, and, the contractor will not make any dispute on this in any court of law.
12. That in accordance with the provision of Tender Document this agreement is being executed on deposit of Performance Security as detailed herein for carrying out the tender work.
13. Annexure-I is the approved rate for works.
14. Annexure-II is the list of

| NAME OF WORK | Performance Security details. |
|--------------|-------------------------------|
| | |

In witness whereof, the parties presents have here into set their respective hands and seals on the date first above written in presence of the following witnesses.

Signed sealed Delivered by the above named contractor

Signed sealed Delivered on behalf of BSNL

IN PRESENCE OF WITNESS

1. SIGNATURE :
 NAME :
 ADDRESS :

1. SIGNATURE :
 NAME :
 ADDRESS :

Read, understood, complied and agreed

Signature of the bidder with seal

ANNEXURE-A

DECLARATION ON CLAUSE BY CLAUSE COMPLIANCE

Ref: NIT No. S-52/CMTS/TENDER/SHELTER REPAIR/2018-19/2 dtd. 09-07-2018

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

Place :

Signature of the Bidder:-

Date

Name of the Bidder :-

Read, understood, complied and agreed

Signature of the bidder with seal

ANNEXURE-B

Declaration of Non tampering of tender document

Ref: NIT No. S-52/CMTS/TENDER/SHELTER REPAIR/2018-19/2 dtd. 09-07-2018

I,.....(authorized signatory) hereby declare that, the tender document submitted has been obtained from the office of CHIEF GENERAL MANAGER, BSNL , Ashok Nagar, Bhubaneswar / downloaded from the website “ **http ://www .odisha.bsnl.co.in**” or **www.tenderwizard.com/BSNL** and I have checked up that no page is missing and all pages as per the index are available and no addition/deletion/correction/tampering has been made in the tender document. In case at any stage, it is found that any addition / deletion / correction has been made, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Place:.....

Date:.....

Signature of bidder/Authorized Signatory

Name of the bidder.....

Seal of the bidder.....

Read, understood, complied and agreed

Signature of the bidder with seal

ANNEXURE-C

Declaration for Downloading the tender Document.

Ref: NIT No. S-52/CMTS/TENDER/SHELTER REPAIR/2018-19/2 dtd. 09-07-2018

“I (Authorized signatory) hereby declare that the tender document submitted has been downloaded from the website www.odisha.bsnl.co.in or www.tenderwizard.com/BSNL and no addition/deletion/correction has been made in the proforma downloaded. I also declare that I have enclosed a DD for Rs...../- towards the cost of tender document along with this bid”

In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation.

Date:
Place:

Signature of Bidder

Name of Bidder
Along with date & Seal

Read, understood, complied and agreed

Signature of the bidder with seal

SECTION-XV
Guidelines for taking action against vendors who default

| S. No. | Defaults of the bidder / vendor. | Action to be taken |
|--|--|---|
| A | B | C |
| 1(a) | Submitting fake / forged | i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing to SECTION-XV 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) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand. |
| | a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD; | |
| | 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. | |
| Note 1:- However, in this case the performance guarantee if alright will not be forfeited. | | |
| Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO. | | |
| 1(b) | 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 & conditions with the bid to meet terms & condition of tender : | |
| | <i>(i) If detection of default is prior to award of APO</i> | i) Rejection of Bid & ii) Forfeiture of EMD. |
| | <i>(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)</i> | i) Cancellation of APO , ii) Rejection of Bid & iii) Forfeiture of EMD. |
| | <i>(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .</i> | i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned. |
| | <i>(iv) If detection of default after issue of PO/ WO</i> | i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned. |
| | 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. | |
| Note 4:- No further supplies are to be accepted except that required to make the already supplied items work. | | |

Read, understood, complied and agreed

Signature of the bidder with seal

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|-----|--|--|
| 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 & 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 & 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> |
| 4.1 | <p>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.</p> | <p>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.</p> |
| 4.2 | <p>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.</p> | <p>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.</p> |
| 5.1 | <p>The Vendor does not perform satisfactory in the field in accordance with the specification & scope of work mentioned in the PO/ WO/ Contract.</p> | <p>i) It will be regulated as per the penalty clause of the tender document ii) Recover the excess penalty charges from the PG/SD & outstanding bills of the defaulting vendors.</p> |

Read, understood, complied and agreed

Signature of the bidder with seal

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|---|--|---|
| 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). | <p>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</p> <p>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</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p> |
| 6 | <p>Submission of claims to BSNL against a contract</p> <p>(a) for amount already paid by BSNL .</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p> <p>c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p> | <p>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.</p> <p>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.</p> |
| 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 | <p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p> <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>i) Termination of PO/ WO.</p> <p>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.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p> <p>(Continued from page 178)</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p> |

Read, understood, complied and agreed

Signature of the bidder with seal

| | | |
|---|---|---|
| 8 | 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>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 & 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> |
|---|---|---|

THANK YOU & ALL THE BEST

Read, understood, complied and agreed

Signature of the bidder with seal