



# **Bharat Sanchar Nigam Ltd.**

(A. Government of India Enterprise)

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

## **TENDER DOCUMENT**

TENDER No. S-42/CMTS/TENDER/REDEP-2G/3G(PH-VIII.4)/2018-19/7 Dt 24-08-2018

**TENDER FOR TRANSPORTATION, INSTALLATION & COMMISSIONING OF 2G  
BTS/3G NODES CABINET AND DIGITAL MICROWAVE MINI LINK EQUIPMENTS ETC.  
ON REDEPLOYMENT IN DIFFERENT SSAS OF ODISHA TELECOM CIRCLE**

**Cost of tender paper:- Rs. 1180/- (Rupees One thousand one hundred eighty)only**

**Last Time/Date for submission of E-Tender: upto 14:30 Hrs. of 18-09-2018**

**Time/Date of E-Tender Opening (Technical Bid only): 15:00 Hrs of 18-09-2018**

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

[www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in)

[www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)

for details contact on:

**e-mail id: [akray60@gmail.com](mailto:akray60@gmail.com)**

**Tel No. 0674-2503660/2506332**

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Read, understood, complied and agreed  
Signature of the bidder with seal

**SECTION-I**

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



भारत संचार निगम लिमिटेड  
(भारत सरकार का उपक्रम)  
BHARAT SANCHAR NIGAM LIMITED  
(A Govt. of India Enterprise)

No. S-42/CMTS/TENDER/REDEP-2G/3G(PH-VIII.4)/2018-19/7

Dt.24-08-2018

**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 – “Transportation, Installation & commissioning of 2G BTS/3G Nodes cabinet and Digital Microwave mini link equipments etc. in different SSAs of Odisha Telecom Circle”, the details of which are described below.

01	E-Tender Notice No./dt.	<b>S-42/CMTS/TENDER/REDEP-2G/3G(PH-VIII.4)/2018-19/7 dt. 24-08-2018</b>
02	Name of the work	<b>Transportation, Installation &amp; commissioning of 2G BTS/3G Nodes cabinet and Digital Microwave mini link equipments etc. in different SSAs of Odisha Telecom Circle.</b>
03	Estimated cost of the tender.	<b>Rs 72,92,000.00( Rupees Seventy two lakhs and ninty two thousand only) approximately.</b>
04	BID security/EMD	<p>The bidder shall furnish the bid EMD in one of the following ways:-</p> <p>(a) Earnest Money Deposit in shape of A/c payee <b>Demand Draft/Banker's Cheque</b> of an amount of <b>Rs. 1,46,000/- (Rupees One Lakh Fourty Six thousand )</b> only on any Indian Nationalized/Scheduled Bank in favour of <b>“Accounts Officer (A&amp;P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar”</b> payable at <b>Bhubaneswar</b>. The scanned copy of the above DD/BC towards EMD should be uploaded in E-tendering portal of M/s ITI.</p> <p><b>OR</b></p> <p>(b) <b>Bank Guarantee</b> for <b>Rs 1,46,000/- (Rupees One Lakh Fourty Six thousand )</b> from any Indian Nationalized/Scheduled Bank drawn in favour of <b>“Accounts Officer (A&amp;P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar”</b> which should be valid for <b>minimum 180 days from the tender opening date</b>. The scanned copy of the above <b>Bank Guarantee</b> towards EMD should be uploaded in E-tendering portal of M/s ITI.</p> <p>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.</p>
05	Time and date of E-submission of tender	<b>Up to 14:30 hrs of 18-09-2018</b>
06	Time & Date of E-Tender opening of(Technical Bid Only)	<b>15:00 hrs of 18-09-2018</b>
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: <a href="http://www.odisha.bsnl.co.in">www.odisha.bsnl.co.in</a> following the link-‘CMTS’. Further the Tender document for participating in E-tender shall be available for downloading from <a href="http://www.tenderwizard.com/BSNL">www.tenderwizard.com/BSNL</a> following the link for Tenders

Read, understood, complied and agreed  
Signature of the bidder with seal

		through E-Tender by BSNL and to be submitted in the e-format from <b>29-08-2018 to 18-09-2018</b> . As tenders are invited through e-tendering process, physical copy of the tender document would not be available for sale.
09	Tender paper fee	<p><b>Rs.1180/- (Rupees One thousand one hundred Eighty only)</b> (Non-refundable). The cost of tender paper should be submitted in shape of A/c payee <b>Demand Draft/Banker's Cheque</b> drawn after the date of publication of NIT on any Indian Nationalized/Scheduled Bank in favour of "<b>Accounts Officer (A&amp;P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar</b>" payable at <b>Bhubaneswar</b>. The scanned copy of the above DD/BC towards cost of tender document should be uploaded in E-tendering portal of M/s ITI.</p> <p><b>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.</b></p> <p>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.</p>
10	Period 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 the terms and conditions of the tender document taking fall clause into consideration subject to maximum increase by 25% of the tender value.
11	Tendering Authority's right	The CGM, 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	<b>Eligibility of Bidders:-</b>	<p>The bidder should be a Individual contractor/ Proprietorship Firm/ Partnership Firm/Company under Indian Company Act 1956. (Necessary proof should be given).</p> <p>PAN card of individual/firm/proprietor etc.</p> <p>Income Tax return for the Assessment Year 2017-18.</p> <p>Valid labour license or Undertaking to obtain labour license.</p> <p>Valid EPF registration Certificate.</p> <p>Valid Workman's compensation insurance or ESIC certificate.</p> <p>Valid GST registration certificate.</p> <p>Experience certificate of successfully completed the works of Installation &amp; Commissioning of BTS/node-B equipment, Microwave Mini Links, RF optimization etc. in BSNL/MTNL/TCIL or any other licensed Telecom Service Provider or having directly worked on above mentioned field for any Technology Vendor namely M/s ZTE, Ericsson, Nortel, Huawei etc. The relevant experience as mentioned above in last three financial years (i.e. current year and previous three Financial Years 2015-16, 2016-17 &amp; 2017-18) should be of worth <b>Rs 25.52 lakh</b> or more issued by an officer not below the equivalent rank of TDM/DGM/SE of BSNL/MTNL or Circle head of the Technology Vendor/TSP.</p>

		Turn Over certificate from a registered Chartered Accountant firm for the last three financial years (i.e. previous three audited FY2014-15, 15-16 & 16--17) for a total Turnover of at least <b>Rs 1.9 crores only</b> .
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**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/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-3:** In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get 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 Tender document shall not be available for download on its submission / closing date.(as per provision in ITI portal ).

**Note-5:** The tender document can be downloaded from the website through CMTS link of [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) or from [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) and to be submitted in the e-format. Cost of Tender Document (in the form of DD/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(NWP-CM),CMTS Wing , O/o CGM in 4<sup>th</sup> Floor, BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009 upto 14:30 hrs of 18-09-2018 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](http://www.tenderwizard.com/BSNL) for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

**Note-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 Meeting Room, 4th Floor, 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.

**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 Table-1 below are to be uploaded in ITI tender portal for participating in the e-tender.

**TABLE-1(DOCUMENTS FOR UPLOADING IN M/s ITI PORTAL)**

S/N	Details of soft copies/scanned copies of Documents for uploading in ITI tender portal
1	The Cost of Tender Paper worth <b>Rs.1180/-</b> 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.
2	The Bid security or EMD for <b>Rs.1,46,000/-</b> 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. <b>OR</b> The Bid security or EMD in the form of Bank Guarantee for <b>Rs.1,46,000/-</b> from any Indian Nationalized/Scheduled Bank in favour of "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.
3	Self attested photocopy of requisite proof in respect of valid certification from MSME for the tendered item, (if applicable) to claim exemption from submission of Tender Paper Fee and EMD.
4	Power of Attorney" in case of person other than the bidder has signed the tender document. <b>(Power of attorney should be executed after the date of NIT)</b>
5	Self attested photocopy of Authenticated partnership deed, in case of partnership firm .
6	Self attested photocopy of Valid contractor license/registration in case of Individual contractors or Proprietary firms.
7	Self attested photocopies of Certificate of Incorporation under Companies act, Memorandum of Association , Article of Association and List of Directors of the Company.
8	Self attested photocopy of 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)
9	Self attested photocopy of Income Tax return for the financial year 2016-17 (AY 2017-18).
10	Self attested photocopy of Valid labour licence or Undertaking to obtain labour license

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Signature of the bidder with seal

11	Self attested photocopy of EPF Registration Certificate.
12	Self attested photocopy of Workman's compensation insurance or ESIC certificate.
13	Self attested photocopies of GST registration certificate
14	Self attested photocopy of <b>Experience certificate(s)</b> of successfully completed the works of <b>"Installation &amp; Commissioning of BTS/node-B equipment, Microwave Mini Links, RF optimization etc."</b> in BSNL/MTNL/TCIL or any other licensed Telecom Service Provider or having directly worked on above mentioned field for any Technology Vendor namely M/s ZTE, Ericsson, Nortel, Huawei etc. The relevant experience as mentioned above in last three financial years (i.e. <b>current year and previous three Financial Years 2015-16, 2016-17 &amp; 2017-18</b> ) should be of worth <b>Rs 25.52 lakh</b> or more issued by an officer not below the equivalent rank of TDM/DGM/SE of BSNL/MTNL or Circle head of the Technology Vendor/TSP.
15	Self attested photocopy of <b>Turn Over certificate</b> from a registered Chartered Accountant firm for the last three financial years (i.e. previous three audited FY 2014-15, 2015-16 & 2016-17) for a total Turnover of at least <b>Rs 1.09 crores only</b> .
16	Section-V (Bid form) of tender document duly filled with seal and signature of the bidder.
17	Section-VIII (Undertaking & Declaration) of tender document duly filled with seal and signature of the bidder.
18	Section-XII (Proforma for no near relatives certificate in BSNL) of tender document duly filled with seal and signature of the bidder. Note- In case of individual/proprietorship firm, certificate will be given by the individual/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.
19	Section-XIII (Information Sheet) of tender document duly filled with seal and signature of the bidder.
20	ANNEXURE-A (Clause by clause compliance) of tender document duly filled with seal and signature of the bidder.
21	ANNEXURE-B (Declaration of Non - tampering of tender document) of tender document duly filled with seal and signature of the bidder.
22	ANNEXURE-C (Declaration for Downloading the tender document) of tender document duly filled with seal and signature of the bidder.
23	Tender document signed by the bidder on all pages with seal are to be scanned and uploaded.

**NB-**

**(1)** All documents should be self attested by the bidder with date.

**(2)** Documents at Sl. no. 1, 2 and 3 are also to be submitted in original inside Envelope-A which is described in detail in Section-II.

**(3)** The MSE units registered with National Small Industries Corporation (NSIC) shall be given exemption from payment of tender paper fee and Bid Security deposit provided the tendered item is listed in the Registration Certificate of MSE. (3a) A proof regarding current registration for the tendered items will have to be attached along with the bid. (3b) The enlistment certificate issued by the authorized bodies should be current & valid on the date of opening of bid.

**SECTION II****INSTRUCTIONS TO BIDDERS****A. INTRODUCTION****1. DEFINITIONS:**

- (a) **"The Purchaser"** means the Chief General Manager (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: (Please also refer TABLE-1(DOCUMENTS FOR UPLOADING) of NIT at Section-I along with the followings).****To become a techno-commercially responsive bidder:-**

- a) The bidder should submit Tender Paper fee as per NIT.
- b) The bidder should submit EMD as per NIT.
- c) The bidder should submit original Power of Attorney" in case of person other than the bidder has signed the tender document. (Pl. refer clause- 13 of section-II)

Read, understood, complied and agreed  
Signature of the bidder with seal



- 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 for delivery of such services.
- 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.
- 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 financial year 2016-17 (AY 2017-18).
- i) The bidder should have Valid EPF Registration Certificate.
- j) The bidder should have Valid Workman's compensation insurance or ESIC certificate.
- k) The bidder should have Valid GST registration certificate.
- l) The bidder should furnish Experience certificate, turn over certificate and Bank solvency certificate as per NIT.
- m) The bidder should have Self-attested copy of Valid labour licence or he has to submit an undertaking to obtain labour license before award of work.
- n) 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.
- o) The bidder should submit tender document signed on all pages with seal along with the forms/proformas duly filled with seal and signature. All eligibility documents should be self attested by the bidder with date.

### 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.

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Signature of the bidder with seal

- 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.

**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 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 **ddmmyyy at hhmm**. 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](http://www.odisha.bsnl.co.in)> and ITI Webportal for BSNL <[www.tenderwizard.com/BSNL](http://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(NWP-CM) or SDE (O&M-CM) 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.

**9. BID PRICES:**

- 9.1 The bidder shall give the total composite price inclusive of all levies & taxes i.e. Sales Tax and Excise, packing, forwarding, freight and insurance charges etc. but exclusive of GST if any. GST, if any, should be shown separately, 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 TABLE-1(DOCUMENTS FOR UPLOADING) OF NIT AT SECTION-I 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.
  - b) EMD as per NIT.
  - 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 Valid EPF Registration Certificate.
- j) Self-attested copy of Valid Workman's compensation insurance or ESIC registration certificate with up-to-date payment.
- k) Self-attested copy of Valid GST registration certificate.
- l) Self-attested copy of Experience certificate & turn over certificate as per NIT.
- m) Self-attested copy of Valid labour license or he has to submit an undertaking to obtain labour license before award of work.
- n) 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.
- o) Tender document should be signed by the bidder on all pages with seal along with the forms/proformas duly filled with seal and signature. All documents should be self attested by the bidder with date.

**Note: a)** 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 its 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.

**Note: b) 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.

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.

## 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 **Rs. 1,46,000/- (Rupees One Lakh Fourty Six thousand )** 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 **Rs. 1,46,000/- (Rupees One Lakh Fourty Six thousand )** only from a scheduled bank in favour of "Accounts Officer (A&P),

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Signature of the bidder with seal

*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 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 bidders 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 CGM,ODISHA CIRCLE, BHUBANESWAR 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 CGM,ODISHA CIRCLE, BHUBANESWAR, 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.
- (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: (Power of attorney should be executed after the date of NIT).**
- 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.
  - 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(NWP-CM), O/o CGM, BSNL Bhawan, Ashok Nagar Bhubaneswar-751009. **This Envelope-A should be dropped in the tender box** available in the chamber of AGM(NWP-CM), 4<sup>th</sup> Floor, CMTS wing, O/o CGM, BSNL Bhawan, Ashok Nagar Bhubaneswar-751009 **on or before 14:30 Hrs of the last day of e bid uploading i.e. 18-09-2018 .**

**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 is to**

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Signature of the bidder with seal

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 is 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 (4<sup>th</sup> floor), O/o CGM, BSNL, Telephone Exchange Building, Ashok Nagar Bhubaneswar-751009** at **15:00 hrs. on the 18-09-2018**. 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 18-09-2018. 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.**

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 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 18-09-2018**.

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 (**18-09-2018**), 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.

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Signature of the bidder with seal

- 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, 4<sup>th</sup> 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.
- 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.

The evaluation formula of financial/price bid are as detailed below :

$$\text{TOTAL Composite Price} = D1 * E1 + D2 * E2 + D3 * E3 + D4 * E4 + D5 * E5$$

**(Lowest bidder will be decided on the basis of Total Composite Price as mentioned above.)**

**N.B:** Item No. noted above relates to Financial Bid ( D- Quantity, E- Quoted unit Price )

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Signature of the bidder with seal



**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 number of technically and commercially responsive **3(Three) 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	L3	L4	L5 and so on
One bidder	100%	Nil	Nil	Nil	Nil
Two Bidders	60%	40%	Nil	Nil	Nil
Three Bidders	50 %	30 %	20 %	Nil	Nil

**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	L3	L4	L5 and so on	
One bidder	80%	Nil	Nil	Nil	Nil	20 %
Two Bidders	48%	32%	Nil	Nil	Nil	20%
Three Bidders	40 %	24 %	16 %	Nil	Nil	20%

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.

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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 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 up to 25%** 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 vendors 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.

**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 the terms and conditions of the tender document taking fall clause into consideration subject to maximum increase by 25% of the tender value. When tender period will be extended, BG may be extended suitably.

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

The tendering authority 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 for the tendering authority'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%** of value of awarded work for a valid period of **30 months** 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 out right 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.
- 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

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Signature of the bidder with seal

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).

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

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Signature of the bidder with seal

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&5 of section II) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

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

### 3. Digital Certificates

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

### 4. Registration

The Tender document can be downloaded from the website: [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) and to be submitted in the e-format. Cost of Tender Document (in the form of DD) and Bid Security (in the form of DD) ( in original) have to be dropped in the tender box or may be submitted to AGM-NWP-II,O/o CGM, Telephone Exchange Building, Ashok Nagar,-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](http://www.tenderwizard.com/BSNL) for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

GENERAL MANAGER(NW-CM)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.

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Signature of the bidder with seal

<b>Helpdesk</b>	
Telephone/Mobile Nos.	<i>Mr Sanjib Mohapatra</i> <b>09937488749,07377708585</b> <i>[between 10:30 hrs to 17:30 hrs from 24-08-2018 to 18-09-2018]</i>
E-mail ID	<a href="mailto:twhelpdesk404@gmail.com">twhelpdesk404@gmail.com</a>

<b>BSNL Contact-1</b>	
BSNL's Contact Person	<b>AGM(NWP-CM),O/o CGM,ODISHA CIRCLE, BHUBANESWAR.</b>
Telephone/ Mobile	<i>[between 10:30 hrs to 17:30 hrs from 24-08-2018 to 18-09-2018]</i>
E-mail ID	

<b>BSNL Contact-2</b>	
BSNL's Contact Person	<b>SDE(Est),CMTS Unit, O/o CGM,ODISHA CIRCLE, BHUBANESWAR.</b>
Telephone/ Mobile	0674-2506332 <i>[between 10:30 hrs to 17:30 hrs from 24-08-2018 to 18-09-2018]</i>
E-mail ID	<a href="mailto:sdeomcmbbsr@gmail.com">sdeomcmbbsr@gmail.com</a>

#### 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(AWP-II), CMTS Wing, 4th floor, BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009 before 14:30 Hrs of 18-09-2018 in a separate envelope(Envelope-A) :-

- (a)DD/BC towards the cost of tender paper as per NIT at Section-I.
- (b)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

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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) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

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

As soon as a Bid is decrypted with the corresponding „Pass-Phrase“ as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The 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 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

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(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, for any type of training/help, which they may require while uploading the bids.



### Section III

#### General (Commercial) Conditions of Contract

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 LOI/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 IX** of the Bid Document. In case of further extension granted vide clause 6, the performance security shall be revised/extended 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 [Supply/Installation & Commissioning Schedule]**

4.1 Item wise schedule for work completion shall be as specified here under: -

Job Code	Item Description	unit	Quantity	Scheduled period of work completion for On-Air date
A	B	C	D	E
1	Transportation, Installation and Commissioning of 2G/3G BTS/Node-B Cabinet (with cards related with 2G /3G or Both ) including AT of BTS/Node-B.	Up to lot of 10 BTS/ Node-B	171	60 days from the date of issue of work order
2	RF Optimization and coverage AT		171	
3	Transportation, Installation and Commissioning of minilinks including installation materials of ML.	Per Set	160	7 days from the date of handover of site
4	Extra Sector addition	Per sector	100	7 days from the date of handover of site
5	Dismantling, transportation and shifting on installation of BTS/ NODE B with all accessories like antenna etc	Per BTS/ Node-B	10	10 days from the date of handover of site

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## 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

- 6.1.1 **100%** Payment shall be released after BTS is on-ai red with equipment AT, coverage AT with optimization completed and the site is handed over to the concerned DE(CMTS). In case of minilink **100%** Payment shall be released after Installation and Commissioning of minilinks and is handed over to the concerned DE(CMTS).

To claim the bidder shall have to submit following documents.

- (a) Pre-receipted Invoice (in duplicate) which should be certified by concern DE CMTS after satisfactory completion of 2G/3G BTS installation and commissioning work with on-air date.
- (b) Certified copy of work order.
- (c) Acceptance Test certificate of BTS/node-B /minilink approved by Circle AT of BSNL.
- (d) Acceptance Test certificate of RF optimization and coverage by Circle AT of BSNL.
- (e) Taking over certificate (TOC) of the site/minilink from DE(CMTS) concerned.

6.1.2 **For line items at Job Code no. 4**, there shall be single milestone (100% payment) i.e. Completion of sector addition. After completion of this work the optimization should be verified by the Circle RF team and the certificate should be obtained by the contractor and be submitted with the bill to claim payment

6.2 The bidder has to give the mandate for receiving payment electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/supplier. The bidder company is required to give the following information for this purpose:-

- (a) Beneficiary Bank Name:
- (b) Beneficiary branch Name:
- (c) IFSC code of beneficiary Branch
- (d) Beneficiary account No.:
- (e) Branch Serial No. (MICR No.):
- (f) Permanent Account Number (PAN)

6.3 Contractor may submit bill once in a month for the works completed prior to the date of submission of bill.

6.4 The Taxes will be deducted from the bill amount due as per the standing rules.

6.5 The bidder has to give the mandate for receiving payment electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/supplier. The bidder company is required to give the following information for this purpose:-

- (a) Beneficiary Bank Name:
- (b) Beneficiary branch Name:
- (c) IFSC code of beneficiary Branch
- (d) Beneficiary account No.:
- (e) Branch Serial No. (MICR No.):

(f) Permanent Account Number (PAN):

## 6.6 Paying Authority

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

### 7. Prices

- 7.1 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.
- 7.2 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.
- 7.3 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.

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

## 9. Delay in Contractor’s Performance

- 9.1 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.
- 9.2 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.
- 9.3 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 :
  - (b) If the vendor fails to deliver the full ordered quantity/service 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.

**10. LIQUIDATED DAMAGES**

- 10.1 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.
- 10.2 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 CGM, 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.

**11. TERMINATION FOR DEFAULT**

- 11.1 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 receipt of the default notice from the purchaser.
- 11.2 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.

**11.3 Rescission/Termination of contract****11.3.1 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.

11.3.2 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 CGM, 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 CGM, 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.

11.3.3 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.

**11.4 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.

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

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

11.5.2 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.

**11.6 Issuance of Notice**

11.6.1 The Addl.GM (NWP) shall issue show cause notice giving details of lapses, violation of terms  
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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.

- 11.6.2 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.

## **12. Blacklisting of contractor**

- 12.1 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.
- 12.2 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.

### **12.3 Procedure to remove/ black-list the contractors and competent authorities**

- 12.3.1 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.
- 12.3.2 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.
- 12.4 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

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enlistment anywhere in the BSNL during the period of blacklisting.

### 13. Indemnities

- 13.1 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.
- 13.2 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.

### 14. Force Majeure

- 14.1 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.
- 14.2 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.

### 15. Arbitration

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

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- 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.
- 15.2 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.
- 15.3 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.
- 15.4 The following procedure shall be followed: -
- 15.4.1 In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
- 15.4.2 There should not be a joint submission with the contractor to the sole Arbitrator.
- 15.4.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- 15.4.4 The onus of establishing his claims will be left to the contractor.
- 15.4.5 Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
- 15.4.6 The 'points of defence' will be based on actual conditions of the contract.
- 15.4.7 Claims in the nature of *ex-gratia* payments shall not be entertained by the Arbitrator as these are not contractual.
- 15.4.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of 'points of defence'.
- 15.4.9 If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.
- 15.5 The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.
16. 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.
- 17. Fall Clause**
- 17.1 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.

17.2 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 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 three 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(NWP-CM) , O/o CGM, 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

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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 CGM, 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.
- 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 CGM, 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

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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 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

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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 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.

## 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.

**Section IV(Part-2)****Schedule of Requirements & Scope of Work****1. INTRODUCTION**

1.1 The work includes Transportation, Installation & commissioning of redep 2G BTS/3G Nodes BTS Cabinet in respect of 2G or 3G or both, Digital MW Mini Link installation, BTSs shifting and redeployment of BTS equipment along with accessories, other civil & electrical related work etc for which Bids are invited from eligible firms/ companies for Odisha Telecom circle.

1.2 The tender is for **Transportation, Installation & Commissioning of 2G BTS/3G Nodes BTS Cabinates and Digital Microwave Mini link Equipments including RF Optimization etc. in different SSAs of Odisha Telecom Circle.**

1.3 The contractor shall have to lift materials from any SSA/designated places anywhere in Odisha or from Store at Bhubaneswar.

1.3.1 The contractor shall be responsible for the storage and safe custody of all materials supplied to him by the BSNL. The contractor shall satisfy himself regularly the quality and the quantity of the materials supplied to him and he will be responsible for any subsequent deterioration and discrepancy in the quality/quantity of the materials.

1.3.2 The contractor shall submit a proper account every month of all the materials supplied to him by BSNL and those consumed for items of work. Any discrepancy or difference between materials issued to the contractor and those consumed in the work as per BSNL's calculation (which shall be final) will be charged to the contractor or deducted from his bills at cost price including freight, handling charges, storage charges & establishment charges as applicable.

1.3.3 The contractor shall ensure that only the required materials are got issued from BSNL store or any other designated store. After completion of the work, the contractor shall return all the unused BSNL issued materials in good condition & free of charge in the designated store of BSNL.

1.3.4 The contractor while taking the delivery of materials supplied by the BSNL at the designated place shall thoroughly inspect all items before taking them over. Once, the owner furnished materials are made over to the contractor it shall be his responsibility for safe custody till commissioning and taking over of the completed work by the BSNL. Any pilferage, damage, etc. to the material furnished by the BSNL shall be decided accordingly.

1.3.5 Notwithstanding anything else here in stated, the contractor shall furnish and pay for all supervision, labour, tools, supplies, construction equipments and consumable materials as may be necessary for the performance of the work and the cost of these shall be included in the unit construction prices quoted by the bidder at the time of submitting his tender and payable to contractor. Expenditure of all these will be borne by the contractor and no over and above payment will be made.

1.3.6 The project roll out is with regard to integration of GSM BTS/Node-B with mobile network. It shall be possible to parent GERAN BTSs to its respective BSC which may not be co-located with the RNC of the 3G Node-B which are all part of the same integrated BTS cabinet. The work related to integration of GSM BTS/Node-B at BTS end is to be done by the contractor and the integration work at respective OMC-R end will be done by BSNL.

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Signature of the bidder with seal



1.3.7 The transportation of material, installation, commissioning and optimization and tuning till successful A/T clearance of the mobile BTS Network and transmission media shall be the responsibility of the Bidder.

#### 1.4 Technical audit of network

The Purchaser reserves the right to carry out technical audit of the network through any **designated** agency from time to time and Bidder shall take necessary corrective measures to conform to the performance parameters stipulated in the Tender Document within the period of Performance Security.

## 2. SCOPE OF WORK

Following shall be the detailed scope of work in this tender:-

The work includes Transportation, Installation & commissioning of redep 2G BTS/3G Nodes BTS Cabinet in respect of 2G or 3G or both, Digital MW Mini Link installation, BTSs shifting and redeployment of BTS equipment along with accessories, other civil & electrical related work etc for which Bids are invited from eligible firms/ companies for Odisha Telecom circle.

### 2.1 Installation of 2G BTS/3G Nodes BTS with Digital MW Mini Link at Cell Sites. Sequence of events shall be as follows:

#### 2.1.1 For BTS Cabinet Installation

- 2.1.1.1 Site RFI (Ready for installation) Survey/ Pre Installation Survey for the Purpose of getting Correct Requirement of Materials to be used for Installation.
- 2.1.1.2 Submitting Survey Report plus Installation Plan to the BSNL Officer-In-charge for getting Go Ahead for Installation.
- 2.1.1.3 Kitting of Material/s at BSNL Ware House or any other **designated** place according to the Condition of site as per RFI Survey.
- 2.1.1.4 Transportation of all required Material up to the Site along with Installation Team.
- 2.1.1.5 Ensure availability of all tools required for installation with all the teams
- 2.1.1.6 Ensure availability of all safety items required for installation with all the teams
- 2.1.1.7 Installation & Commissioning of BTS as per OEM Specification which includes: (a) Positioning of the Equipments as per the Agreed Equipment Layout plan. (b) Provisioning of proper Ground to the Equipment. (c) Grounding of Data Cables, (d) Power Extension from the DCDB/SMPS. Termination of the Data Cables in Krone/DDF. (e) Commissioning of the BTS as per the design provided,(f) Alarm Extension and Testing.
- 2.1.1.8 Installation and Commissioning of GSM antenna as per OEM Specification which includes: a. Installation of the Antenna at the height mentioned in the RF Frequency Plan b. Orienting the Antenna according to the RF Plan c. Providing Correct Tilt as specified in the RF Plan.
- 2.1.1.9 Laying and Fixing of the Feeder cables which includes: a. Provisioning of Connectors and Laying the RF Cables and fixing with the Feeder Clamps b. Provisioning of Grounding as per the standards c. Proper weather proofing of all the exposed joints d. Installation of Additional Jumpers wherever required.
- 2.1.1.10 Integrating the Site to the Live Network after putting through E-1 / FE link as applicable.
- 2.1.1.11 VSWR, Power Measurement etc through Site Master to capture and verify the same record at the time of AT.
- 2.1.1.12 Supplying and fixing of standard signage board as per TERM cell, the design of which will be provided by BSNL. (Danger, Caution, Radiation warning).

Read, understood, complied and agreed  
Signature of the bidder with seal

**2.1.1.13 Acceptance Test (A/T)**

Completion of the A/T of the Site after Completion of the work. A/T shall be carried out as per the Test Schedules available at appendix- II, III, IV, V, (or as applicable). During coverage A/T of individual BTS Rx Level upto 8 Timing Advance and Rx Quality may be tested. Additional parameters such as Hand Over Success Rate and C/I ratio shall be tested during RF Optimization of the cluster.

2.1.1.14 The BTS shall have facility to extend the infrastructure alarms viz. power plant, battery, air conditioner, DG sets, fire alarm, temp alarm etc. to the OMC/OSS. All the infrastructure equipments and systems are having inbuilt facility to extend alarm through potential-less NO/NC contacts or through change of suitable voltage levels as required by the radio equipment. The minimum set of alarms required are:

- (i) AC mains failure alarm
- (ii) DG on load indication
- (iii) Diesel Low (below a threshold level) alarm
- (iv) High temperature alarm
- (v) BTS Battery Low (Voltage of the battery bank below a threshold level) alarm
- (vi) Cabin Door open alarm
- (vii) DG Battery Low (Voltage of the battery of the DG set below a threshold level) alarm
- (viii) Fire Alarm:

The Successful Bidder shall terminate the alarm cable with the provided tag block, and do the required extension of the alarms from the respective infra elements to the central OMC/OSS. Responsibility of extending all these alarms from BTS to OMC-R and from OMCR to OSS lies with the contractor. But in case of swap the alarms which have been extended as per the existing infrastructure of the existing vendor can only be extended. It is not possible to fit in additional features for extending new alarms for existing sites.

**2.1.1.15 RF Optimization of integrated BTS**

- (a) RF Optimization of the network shall be carried out by the bidder to avoid adjacent channel interference to/from any other system within BSNL or to/from any other operator and to meet the receiver sensitivity/specifications of the equipment in the network. RF Optimization shall be carried out site wise till neighbor site takes over the call. Combined Drive Test shall be carried out in the cluster to improve the Rx Level, Rx Quality, Hand over Success rate and C/I (Carrier to Interference) Ratio. The bidder shall have to submit duly certified Test Report i.r.o. Optimization.
- (b) Coverage verification should be done with drive test tool to show the required quality The details of the levels for the various specified requirements for 91% of samples taken during drive testing with one sample every meter after driving exhaustively in every sector, for the engineering purposes for GERAN are as follows:
  - (i) Indoor Coverage: Signal level measured at street level shall be better than -65 dBm.
  - (ii) In car coverage: Signal level measured at street level shall be better than -75 dBm.
  - (iii) Outdoor Coverage: At least 95% of the remaining coverage area. Signal level measured at street level shall be better than -85 dBm.

The coverage verification shall be carried out by authorized person of BSNL.
- (c) Over and above, the 2G/3G antenna mounting height shall not normally exceed 40 meters. However, the antenna mounting height may be limited to 25 meters in major cities and 30 meters in other cities. Exceptional cases of antenna height exceeding 40m can be permitted for provision of Highway coverage and other cities, if BSNL tower exist in the location.

## 2.1.2 For installation of Microwave Mini Link

### Introduction of Microwave System

- (ii) The Microwave system shall be required for connecting BSC to BTS, BTS to BTS, Node-B to Node-B and Node-B to RNC. In Odisha, microwave links are operative in 15GHZ band. The transmission equipment is as per latest TEC specifications/ GR complete with Antenna, feeder and installation material. 0.6 m / 1.2 m antennae shall be used in the engineering of the links depending upon the HOP distance.
- (iii) The system shall be in 1+0 configuration.
- (iv) The 15 GHz MW systems shall be configurable as 16 X E1s or 4 X E1s radio system The MW systems shall be equipped with drop insert facility for 16x2Mbps tributaries and 2xFE electrical ports.
- (v) The IF cable requirement of 50 mtr average per terminal has been assumed.

The MW system installed at indoor sites like shelter or room sites can be installed at existing racks at the site.

2.1.2.1 LOS Survey and Link Engineering.

2.1.2.2 RFI Survey / Pre Installation Survey at site for the Purpose of getting exact requirement of Materials to be used for Installation work.

2.1.2.3 Submitting Survey Report plus Installation Plan to the BSNL Authorised Person for getting Go Ahead for Installation.

2.1.2.4 Kitting of Material/s at BSNL WH according to the Condition of site as per RFI Survey.

2.1.2.5 Transportation of all required Material upto the Site along with Installation Team.

2.1.2.6 Ensure availability of all tools required for installation with all the teams

2.1.2.7 Unpacking the Radio/Antenna and associated accessories at Site

2.1.2.8 Lifting of Microwave Antenna HOP fixing on Tower, Alignment of link (specified RX Level), Installation & Commissioning of Radio Link as per OEM specification including Installation of MW Antenna, IDU, ODU, IF Cables etc at both ends of the Hop, cabling and its routing, fixing Mini link Rack in shelter/room, routing of power cables, power to indoor units of Mini link,

2.1.2.9 Doing the MW Link Alignment ((specified RX Level)) and tuning to get designed/better RSL. Commissioning of the Link.

2.1.2.10 Integrating the Site to the Live Network

2.1.2.11 Completion of the A/T of Site (as per Appendix-VI) after completion of the work.

All works include transportation of equipment materials from BSNL store to different sites.

## 2.3 Provision of Rigger Services

Successful Bidders shall have to provide Trained Riggers at each of the SSAs of Odisha Telecom Circle to meet the further requirement at different locations or sites all 13 SSAs. It may be required for altering orientation/tilting of antenna & feeder cables etc at towers of BTS sites. Supply of such skilled man powers (Riggers) are not on regular or continuous basis; rather, the same are to be deployed on requirement basis as per the request of concerned respective DGMs under GM (NWO-CM)/GM (NWP-CM), Odisha Telecom Circle.

## 3. Cost of Work

The estimated cost of work is as mentioned in the Notice Inviting Tenders which has been worked out based on standard scheduled rates mentioned in this tender document. The actual value of work may vary based on the actual requirement but generally being limited to +/- 10% of the indicated value.

Read, understood, complied and agreed  
Signature of the bidder with seal

**SECTION-V**

**BID FORM**

**Tender No- S-42/CMTS/TENDER/REDEP-2G/3G(PH-VIII.4)2018-19/7 Dtd. 24-08-2018**

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 **“Transportation, Installation & commissioning of redep 2G BTS/3G Nodes cabinet and Digital Microwave mini link equipments etc. in different SSAs of Odisha Telecom Circle”** 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**

**Tender No- S-42/CMTS/TENDER/REDEP-2G/3G(PH-VIII.4)2018-19/7 Dtd. 24-08-2018**

S/N	Details of soft copies/scanned copies of Documents for uploading in ITI tender portal	Uploaded Y/N/NA
1	The Cost of Tender Paper worth <b>Rs.1180/-</b> 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.	
2	The Bid security or EMD for <b>Rs1,46,000/-</b> 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. <b>OR</b> The Bid security or EMD in the form of Bank Guarantee for <b>Rs.1,46,000/-</b> from any Indian Nationalized/Scheduled Bank in favour of "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.	
3	Self attested photocopy of requisite proof in respect of valid certification from MSME for the tendered item, (if applicable) to claim exemption from submission of Tender Paper Fee and EMD.	
4	Power of Attorney" in case of person other than the bidder has signed the tender document. <b>(Power of attorney should be executed after the date of NIT)</b>	
5	Self attested photocopy of Authenticated partnership deed, in case of partnership firm .	
6	Self attested photocopy of Valid contractor license/registration in case of Individual contractors or Proprietary firms.	
7	Self attested photocopies of Certificate of Incorporation under Companies act, Memorandum of Association , Article of Association and List of Directors of the Company.	
8	Self attested photocopy of 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)	
9	Self attested photocopy of Income Tax return for the AY 2017-18.	
10	Self attested photocopy of Valid labour licence or Undertaking to obtain labour license, if applicable	
11	Self attested photocopy of EPF Registration Certificate.	
12	Self attested photocopy of Workman's compensation insurance or ESIC certificate.	
13	Self attested photocopies of GST registration certificate	
14	Self attested photocopy of Experience certificate(s) of successfully completed the works of " <b>Installation &amp; Commissioning of BTS/node-B equipment, Microwave Mini Links, RF optimization etc.</b> " in BSNL/MTNL/TCIL or any other licensed Telecom Service Provider or having directly worked on above mentioned field for any Technology Vendor namely M/s ZTE, Ericsson, Nortel, Huawei etc. The relevant experience as mentioned above in last three financial years (i.e. <b>current year and previous three Financial Years 2015-16, 2016-17 &amp; 2017-18</b> ) should be of worth <b>Rs 90 lakh</b> or more issued by an officer not below the equivalent rank of TDM/DGM/SE of BSNL/MTNL or Circle head of the Technology Vendor/TSP.	
15	Self attested photocopy of Turn Over certificate from a registered Chartered Accountant firm for the last three financial years (i.e. previous three audited FY 2014-	

Read, understood, complied and agreed  
Signature of the bidder with seal

	15, 2015-16 & 2016-17) for a total Turnover of at least <b>Rs 1.9 crores only.</b>	
17	Section-V (Bid form) of tender document duly filled with seal and signature of the bidder.	
18	Section-VIII (Undertaking & Declaration) of tender document duly filled with seal and signature of the bidder.	
19	Section-XII (Proforma for no near relatives certificate in BSNL) of tender document duly filled with seal and signature of the bidder. Note- In case of individual/proprietorship firm, certificate will be given by the individual/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.	
20	Section-XIII (Information Sheet) of tender document duly filled with seal and signature of the bidder.	
21	ANNEXURE-A (Clause by clause compliance) of tender document duly filled with seal and signature of the bidder.	
22	ANNEXURE-B (Declaration of Non - tampering of tender document) of tender document duly filled with seal and signature of the bidder.	
23	ANNEXURE-C (Declaration for Downloading the tender document) of tender document duly filled with seal and signature of the bidder.	
24	Tender document signed by the bidder on all pages with seal are to be scanned and uploaded.	
<p><b>N.B-</b></p> <p><b>(1)</b> All documents should be self attested by the bidder with date.</p> <p><b>(2)</b> Documents at Sl. no. 1, 2 and 3 are also to be submitted in original inside Envelope-A which is described in detail in Section-II.</p> <p><b>(3)</b> The MSE units registered with National Small Industries Corporation (NSIC) shall be given exemption from payment of tender paper fee and Bid Security deposit provided the tendered item is listed in the Registration Certificate of MSE. (3a) A proof regarding current registration for the tendered items will have to be attached along with the bid. (3b) The enlistment certificate issued by the authorized bodies should be current &amp; valid on the date of opening of bid.</p>		

**Section VII**  
**FINANCIAL BID**

**Tender No- S-42/CMTS/TENDER/REDEP-2G/3G(PH-VIII.4)2018-19/7 Dtd. 24-08-2018**

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 Section III & IV. The rates quoted include all taxes, levies, octroi etc. including cost of transportation or delivery of services but excluding GST at the ultimate consignees' premises.

Job Code	Job description and Specification	Unit	Estimated QTY (No.)	Unit Price (Inclusive of all Taxes and levies but excluding GST)		Total Price (Inclusive of all Taxes and levies but excluding GST)	
				Amt.	Amt.	Amt	Amt.
				(Rs.) in figures	(Rs.) in words	(Rs.) in figures	(Rs.) in words
A	B	C	D	E		F	
1	Transportation, Installation and Commissioning of 2G/3G BTS/Node-B Cabinet (with cards related with 2G /3G or Both) including AT of BTS/Node-B. <b>(Transportation of equipment is to be carried out from RTSD, Bhubaneswar to the site)</b>	Per BTS/Node-B	171				
2	RF Optimization and coverage AT	Per site	171				
3	Transportation, Installation and Commissioning of minilinks. Including installation materials of ML. <b>(Transportation of equipment is to be carried out from RTSD, Bhubaneswar to the site)</b>	Per Set(A+B)	160				
4	Extra Sector addition	Per sector	100				
5	Dismantling, Transportation, Installation and Commissioning of 2G/3G BTS/Node-B with all accessories like antenna etc	Per BTS/Node-B	10				
<b>TOTAL Composite Price= D1*E1 + D2*E2 + D3*E3 + D4*E4+D5*E5= Rs</b>							

**Notes:**

- The above estimated quantity is for evaluation purpose only.
- Pricing/Costing for executing requisite action (through the supply of items/providing services etc.) as mentioned in the scope of work. The bidder will take specific approval of Purchaser before proceeding for such job or work.
- The rate is inclusive of all statutory levies, duties and taxes excluding GST which will be paid as applicable during the period of contract.
- The rate should be limited to 2 decimal points only.
- In case of variation between rate mentioned in figures & words, the amount in words shall prevail.
- 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 purchaser.
- Tender will be evaluated on total cost of tender taking full quantity and not on cost of individual component.**

(Signature of Authorized Signatory)

Name.....

Official Seal

Read, understood, complied and agreed  
Signature of the bidder with seal

**SECTION-VIII**

**UNDERTAKING & DECLARATION**

**Tender No- S-42/CMTS/TENDER/REDEP-2G/3G(PH-VIII.4)2018-19/7 Dtd. 24-08-2018**

I/we ..... hereby covenants and declares that all the information, Documents, Xerox copies of the Documents/ Certificates enclosed along with the Tender document are correct and if any thing found false and/or incorrect and/or any suppression of fact is detected at any time, tender will be terminated and EMD/SD/Bills pending with company will stand forfeited to BSNL and the contractor will be debarred from participation of any tender of this company in future.

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

Signature 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 **30 months** 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**

**Tender No- S-42/CMTS/TENDER/REDEP-2G/3G(PH-VIII.4)2018-19/7 Dtd. 24-08-2018**

To

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

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**  
**Tender No- S-42/CMTS/TENDER/REDEP-2G/3G(PH-VIII.4)2018-19/7 Dtd. 24-08-2018**

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

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 bidder 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**

**Tender No- S-42/CMTS/TENDER/REDEP-2G/3G(PH-VIII.4)2018-19/7 Dtd. 24-08-2018**

*(To be filled in and submitted by the bidder)*

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

**SECTION-XIV**  
**AGREEMENT format**

AGREEMENT made on this .....between the General Manager (CMTS), BSNL, Odisha Telecom Circle, Bhubaneswar for and on behalf of BSNL, (which expression shall unless executed by or repugnant to the context include his successors and assignees) on one part and .....herein after called the "contractor" (which terms shall include their heirs, executors, successors and assignees) on the other part.

Where as in response to the Tender Notice No... S-42/CMTS/TENDER/REDEP-2G/3G(PH-VIII.4)/2018-19/7 dtd. 24-08-2018 issued by CGM, BSNL, Odisha Telecom Circle, Bhubaneswar and .....has been declared successful bidder for the work.

Where as this office is desirous of getting executed work of : ..... The contractor has offered to enter into a contract with the BSNL for the said work as per the terms and conditions specified under the CONDITIONS OF CONTRACT in accordance with the CONSTRUCTION SPECIFICATION, at the rates mentioned in the **ANNEXURE-I**.

Now this agreement witnessed and it is hereby agreed and declared and between the parties as follows:

1. That 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 the terms and conditions of the tender document.
2. That the tender document containing instruction to bidder CONSTRUCTION SPECIFICATION AND CONDITION OF CONTRACT annexed hereto and such other additional particulars, instruction, drawings as may be found requisite to be given during execution of the contract shall also be deemed to be included in the expression "contract" or "contract document" wherever herein used.
3. That in consideration of the payments to be made to the contractor for the work to be executed by him the contractor hereby conversant with the contract documents duly provide, execute and complete the said works and shall perform all other acts, deeds, matters and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the same time and in the manner and subject to the terms and conditions stipulations mentioned in the contract.
4. That in consideration of the due provisions, executions and completion of the said works, the 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.
5. That the CMTS unit, Bhubaneswar is free to distribute the work more than one bidder as per the tender criteria and the L-1 bidder will abide the instructions.
6. That in accordance with the provision of Tender Document this agreement is being executed on deposit of Security Amount and EMD amount as detailed herein for Transportation, INSTALLATION & COMMISSIONING OF 2G BTS/3G NODES CABINET AND DIGITAL MICROWAVE MINI LINK EQUIPMENTS ETC. IN DIFFERENT SSAs OF ODISHA TELECOM CIRCLE

NAME OF WORK	EMD DETAILS	P.S.D.DETAILS

SIGNED & DELIVERED ON  
BEHALF OF CONTRACTOR

SIGNED & DELIVERED  
ON BEHALF OF BSNL

**ADDRESS OF CONTRACTOR**

<u>PRESENT</u>	<u>PERMANENT</u>
----------------	------------------

**IN PRESENCE OF**

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. SIGNATURE :</li> <li>NAME :</li> <li>ADDRESS :</li> </ol> | <ol style="list-style-type: none"> <li>2. SIGNATURE :</li> <li>NAME :</li> <li>ADDRESS :</li> </ol> |
|---|---|

Read, understood, complied and agreed  
Signature of the bidder with seal

**ANNEXURE-A**

**DECLARATION ON CLAUSE BY CLAUSE COMPLIANCE**

**Tender No- S-42/CMTS/TENDER/REDEP-2G/3G(PH-VIII.4)2018-19/7 Dtd. 24-08-2018**

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**

**Tender No- S-42/CMTS/TENDER/REDEP-2G/3G(PH-VIII.4)2018-19/7 Dtd. 24-08-2018**

I,.....(authorized signatory) hereby declare that, the tender document submitted has been obtained from the office of GENERAL MANAGER(NW-CM), 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.**  
**Tender No- S-42/CMTS/TENDER/REDEP-2G/3G(PH-VIII.4)2018-19/7 Dtd. 24-08-2018**

“I ..... (Authorized signatory) hereby declare that the tender document submitted has been downloaded from the website [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) or [www.tenderwizard.com/BSNL](http://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

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing to <b>SECTION-XV</b> 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.	
	<b>Note 1:-</b> However, in this case the performance guarantee if alright will not be forfeited.	
<b>Note 2:-</b> 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.

Read, understood, complied and agreed  
Signature of the bidder with seal

	<b>Note 3:-</b> However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	<b>Note 4:-</b> No further supplies are to be accepted except that required to make the already supplied items work.	
2	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 : a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors. b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	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.
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.

5.1	The Vendor does not perform satisfactory in the field in accordance with the specification & scope of work mentioned in the PO/ WO/ Contract.	<p>i) It will be regulated as per the penalty clause of the tender document</p> <p>ii) Recover the excess penalty charges from the PG/SD &amp; outstanding bills of the defaulting vendors.</p>
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) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD; OR</p> <p>ii) If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. 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><b>Note 5:-</b> The claims may be submitted with or without collusion of BSNL Executive/ employees.</p> <p><b>Note 6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.</p>	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG &amp; 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>
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>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 &amp; 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>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>	<p>( Continued from page 178)</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p>

**THANK YOU & ALL THE BEST**