



Bharat Sanchar Nigam Ltd.

(A. Government of India Enterprise)
O/o Chief General Manager, Odisha Telecom Circle
BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009

T E N D E R D O C U M E N T

NIT No. S-45.2/CMTS/TENDER/BTY-PP/2018-19/4 Dt.23-08-2018

TENDER FOR TRANSPORTATION, INSTALLATION & COMMISSIONING OF BATTERY AND POWER PLANTS AT NEW NBSNL BTS SITES UNDER PHASE-VIII.4 GSM PROJECT OF ODISHA TELECOM CIRCLE

Last Time/Date for Submission of Tender: Up to 13:00 Hrs of 07-09-2018

Date & Time of Opening of Tender(Technical Bid): 15:00 Hrs of 07-09-2018

PLEASE VISIT US AT

www.odisha.bsnl.co.in

www.tenderwizard.com/BSNL

Cost of Tender Paper: Rs.590/-

Signature of the bidder with seal

<p>Office of the Chief General Manager Odisha Telecom Circle, BSNL Bhawan, Unit-2, Ashok Nagar, Bhubaneswar-751009 (CMTS UNIT) Tel.No. 0674-2504700 FAX No. 0674-2502220</p>		<p>भारत संचार निगम लिमिटेड (भारत सरकार का उपक्रम) BHARAT SANCHAR NIGAM LIMITED (A Govt. of India Enterprise)</p>
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SECTION-I

NOTICE INVITING 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 Battery and Power plants at new NBSNL BTS sites under PHASE-VIII.4 GSM Project of Odisha Telecom Circle**”, the details of which are described below.

01	E-Tender Notice No./dt.	S-45.2/CMTS/TENDER/BTY-PP/2018-19/4 Dt.23-08-2018
02	Name of the work	TRANSPORTATION, INSTALLATION & COMMISSIONING OF BATTERY AND POWER PLANTS AT NEW NBSNL BTS SITES UNDER PHASE-VIII.4 GSM PROJECT OF ODISHA TELECOM CIRCLE
03	Estimated cost of the tender.	Rs 23,55,000/- (approximately)
04	BID security/EMD	The bidder shall furnish the bid EMD/Bid security in the following ways:- (a) Earnest Money Deposit in shape of crossed Demand Draft/Bankers Cheque of an amount of Rs 47,100/- (Rupees Forty-seven thousand one hundred) only on any Indian Nationalized/Scheduled Bank in favour of “ <i>Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar</i> ” payable at Bhubaneswar. The scanned copy of the above DD/BC towards EMD should be uploaded in E-tendering portal of M/s ITI.
05	Time and date of E-submission of tender	Up to 13:00 hrs of 07-09-2018
06	Time & Date of E-Tender opening	15:00 hrs of 07-09-2018
07	Availability of Tender Document	Tender document can be down loaded from the website: www.odisha.bsnl.co.in following the link-‘CMTS’. Further the Tender document for participating in E-tender shall be available for downloading from www.tenderwizard.com/BSNL following the link for Tenders through E-Tender by BSNL and to be submitted in the e-format from 23-08-2018 to 07-09-2018 . As tenders are invited through e-tendering process, physical copy of the tender document would not be available for sale.
08	Tender paper fee	Rs.590/- (Rupees Five hundred ninety) only (Non-refundable). The cost of tender paper should be submitted in shape of crossed Demand Draft/Bankers Cheque drawn after the date of publication of NIT on any Indian

Signature of the bidder with seal

		Nationalized/Scheduled Bank in favour of “Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar” payable at Bhubaneswar. The scanned copy of the above Demand Draft/Bankers Cheque towards cost of tender document should be uploaded in E-tendering portal of M/s ITI. The bidders downloading the tender document are required to submit the tender paper fee amount through DD/ Banker’s cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected.
09	Tendering Authority’s right	The CHIEF GENERAL MANAGER, BSNL, Odisha Telecom Circle, Bhubaneswar reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.
10	Eligibility of Bidders	<p>A) Tender paper fee and EMD/Bid Security and should be submitted in original in an Envelope. It should be dropped in the tender box before closing time of bid submission available in Room No. 400, 4th floor, BSNL Bhawan, Odisha Circle, Ashok Nagar, Bhubaneswar.</p> <p>B) Valid contractor registration/license. The bidder should be an Individual contractor/ Proprietorship Firm/ Partnership Firm/Company under Indian Company Act 1956. (Necessary proof should be given).</p> <p>C) PAN card & Income Tax return for the Assessment Year 2017-18</p> <p>D) Valid EPF registration Certificate.</p> <p>E) Valid Workman’s compensation insurance or ESIC certificate.</p> <p>F) Valid GST Registration Certificate</p> <p>(G) Experience of successful completion of Operation and Maintenance of Battery and power plant in BTS sites / Telephone Exchanges or possess experience in installation and Commissioning of battery bank and power plant in BTS sites / Exchanges 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 etc. The certificate regarding relevant experience as mentioned above in last three financial years (2015-16, 2016-17 & 2017-18) cumulatively of worth Rs 8 Lakh 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 to be produced. Submission of copy of only work order will not be considered as experience.</p>

NOTE: Tender bids received after due date and time will be rejected and BSNL will not be responsible for any delay due to postal or courier service.

**AGM (NWP-CM), O/o CGM, BSNL
Odisha Circle, Bhubaneswar**

Signature of the bidder with seal

SECTION-II

Instruction to Bidders

1) BIDDER'S ELIGIBILITY & QUALIFICATION:

- 1 The bidder should submit Cost of Tender Paper worth **Rs.590/-** in shape of DD / BC drawn after the date of publication of NIT on any Indian Nationalized/Scheduled Bank in favour of "Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar" payable at Bhubaneswar.
- 2 The bidder should submit Bid security or EMD for **Rs 47,100/-** 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.
- 3 The bidder should submit original Power of Attorney" in case of person other than the bidder has signed the tender document.
- 4 The bidder should have Authenticated partnership deed, in case of partnership firm.
- 5 The bidder should have Valid contractor license/registration or Certificate of Incorporation under Companies act.
- 6 The bidder should have 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)
- 7 The bidder should have Income Tax return for the Assessment Year 2017-18
- 8 The bidder should have Valid EPF Registration Certificate.
- 9 The bidder should have Valid Workman's compensation insurance or ESIC certificate.
- 10 The bidder should have Valid GST Registration Certificate.
- 11 The bidder should have Experience certificate – Experience certificate regarding successful completion of Operation and Maintenance of Battery and power plant in BTS sites / Telephone Exchanges or experience in installation and Commissioning of battery bank and power plant in BTS sites / Exchanges with 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 etc. The certificate regarding relevant experience as mentioned above in last three financial years (2015-16, 2016-17 & 2017-18) cumulatively of worth **Rs 8 Lakh** 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 to be produced. **Submission of copy of only work order will not be considered as experience.**
- 12 The bidder should submit Bid form duly filled with seal and signature (Section-V)
- 13 The bidder should submit Information Sheet duly filled with seal and signature (Section-VIII)
- 14 The bidder should submit Undertaking & Declaration duly filled with seal and signature (Annexure-I)
- 15 The bidder should submit Undertaking to the effect that none of their near relatives are working in BSNL as per the format (Annexure-II) duly filled and signed.
- 16 The bidder should submit Declaration of Downloading and Non - tampering of tender document duly filled with seal and signature (ANNEXURE-III)
- 17 The bidder should submit Tender document signed by the bidder on all pages with seal. All the forms and annexure should be dully filled and signed with seal before uploading in the e-tender portal.

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 it's discretion may call for any clarification regarding the bid documents within a stipulated time period. In case of non compliance of such queries, the bid will out rightly rejected without entertaining further correspondence in this regard. The bidder is fully responsible for authenticity of the document.

Signature of the bidder with seal

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.

2) POWER OF ATTORNEY:

- a) The power of attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states (s) and the same be attested by a Notary Public or registered before Sub-Registrar of the state(s) concerned.
- 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.

3) SUBMISSION OF BIDS:

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

The Bid contains three parts ;

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

- a) **Original DD/BC towards Tender paper fee.**
- b) **Original DD/BC towards EMD/ Bid Security.**
- 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 CHIEF GENERAL MANAGER, BSNL Bhawan, Ashok Nagar Bhubaneswar-751009. This Envelope-A should be dropped in the tender box available in the Room No. 400, 4th Floor, CMTS wing, O/o CHIEF GENERAL MANAGER, BSNL Bhawan, Ashok Nagar Bhubaneswar-751009 on or before 13:00 Hrs of the last day of e bid uploading i.e. **07-09-2018** .

Note (2)- The scanned copies of the DD/BC 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.

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Note(3)-The second part is scanned copies of the documents of Technical Bid should be uploaded in the appropriate place of the e-portal of M/s ITI Ltd. Also the excel sheet template of Technical Bid/Check List has to be filled in the e-portal of M/s ITI Ltd.

Note(4)- The third part is the Financial Bid in the excel format has to be filled up carefully in the FINANCIAL BID template in e-portal of M/s ITI Ltd.

4) 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.

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)		
	L1	L2	L3
One bidder	100%	Nil	Nil
Two Bidders	60%	40%	Nil
Three Bidders	50 %	30 %	20 %

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

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

5) 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.

6) VALIDITY OF CONTRACT

The contract shall normally be valid for **one year** from the date of signing of the agreement with the terms and conditions of the tender document subject to maximum increase by 25% of the tender value. The contract may be extended further maximum up to six months taking the willingness of the contractor, at same rate terms and conditions but within the tender value as per the clause 3 of NIT.

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7) ISSUE OF LETTER OF INTENT (LOI):

The issue of an LOI shall constitute the intention of the Tendering authority to enter into the contract with the bidder. The bidder shall within 10 days of issue of the LOI give his unconditional acceptance to the terms & conditions of tender in writing along with performance security in the shape of Bank Guarantee for **10%** of tender value to be awarded for a valid period of **30 months** in conformity with proforma at Section IX provided with the bid documents.

8) SIGNING OF CONTRACT:

The issue of work order shall constitute the award of contract on the bidder only after production of original documents for verification. Upon the successful bidder furnishing the performance security, the tendering authority shall discharge its bid security.

9) 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.

10) HELPDESK FOR E-TENDER PORTAL

Contact for e-tender portal	
Telephone/Mobile Nos.	<i>Mr Sanjib Mohapatra</i> 09937488749,07377708585
E-mail ID	twhelpdesk404@gmail.com

BSNL Contact	
BSNL's Contact Person	<i>AGM(NWP-CM),O/o CGM, BSNL, Odisha Circle, Bhubaneswar.</i>
Telephone/ Mobile	0674-2503660/2506332
E-mail ID	akray60@gmail.com

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SECTION-III(Part-A)

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 IV**.

3. Performance Security

3.1 The Successful bidder shall furnish performance security to the Tendering Authority for an amount equal to 10% of the total value of the 'contract' in the form of Bank Guarantee within the stipulated time (14 days) after the receipt of the Advance Purchase Order/Letter of Intent.

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, the performance security shall be revised accordingly.

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

4. **Delivery Schedule (Completion of Installation , commissioning)**

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

Job Code	Item Description	Unit	Quantity	Scheduled period of work completion from the date of delivery.
1	Transportation, installation, commissioning and AT of single set of 400 AH OUTDOOR BATTERY, 150 AMP (50 A(3+1)) OUTDOOR SMPS PP with supply of installation materials.	Per site	48	One month per each lot . The actual delivery period will be given in the work order.

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.

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6. **PAYMENT TERMS**

6.1.1 90% Payment shall be released after satisfactory completion of installation and commissioning of the infra items like Battery, Power Plant and Earthing along with Acceptance Testing. To claim the payment bidder shall have to submit following documents.

- (a) **Pre-receipted Invoice (in duplicate)** which should be duly certified by concern DE-CMTS after completion of installation and commissioning along with the information to be given in the certificate on (i) **Date of completion of work**, (ii) **Distance in Km from RTSD Bhubaneswar to the installation site** and (iii) **indicating satisfactory installation & commissioning as per departmental specification and provision in tender document.**
- (b) **Certified copy of work order with date.**
- (c) **AT certificate in original is to be attached.**

6.1.2 **Balance 10% will be paid on production of Taking over certificate from concerned DE,CMTS.**

6.2 **The Taxes like WCT, WW Cess, TDS etc. will be deducted from the bill amount due as per the standing rules.**

6.3 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):

6.4 **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

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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 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 CHIEF GENERAL MANAGER, Odisha Circle stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.

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- (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.

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- (ii) The value of unused material (supplied by the purchaser, if any) available with the contractor along with the penalty shall also be recovered from the contractor as per conditions in tender documents, *ibid*.
 - (iii) The un-executed work shall be got executed through the qualified bidder from amongst the bidders, who participated in the bidding process, by giving them offers in their order of ranking (L2, L3...) at L1 rates. If the work was awarded on single tender basis then the purchaser shall get the un-executed work completed through any other contractor approved by the CHIEF GENERAL MANAGER, Odisha Circle, Bhubaneswar at the approved rates or to execute the work departmentally, as is convenient or expedient to the purchaser at the risk and cost of the contractor. In such an event no compensation shall be payable by the purchaser to the contractor towards any inconvenience/ loss that he may be subjected to as a result or such an action by the purchaser. In this regard the decision of CHIEF GENERAL MANAGER, Odisha Circle shall be final and binding. In all these cases, expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him shall be borne and paid by the original contractor and shall be deducted from any money due to him by the purchaser under the contract or any other account whatsoever anywhere 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 GM (NWP) shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Sub-Divisional Engineer shall submit a draft of final notice along with a detailed report to the competent authority who had accepted the contract.
- 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

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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 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

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work or the contractor's obligation or in protecting or endorsing its right in any suit or 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 protest 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 has 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 event 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 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

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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

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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 III(Part-B)
Special Conditions of the Contract

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

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be entitled to direct in what manner the works are to be commenced and performed as per demands of the situation.

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

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1.16 Suspension on account of weather conditions

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

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

2. Interpretation of the contract document

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

3. Notification

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

4. Items Supplied By The Purchaser

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

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- 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 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.

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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.

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

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Section-IV

SCHEDULE OF REQUIREMENTS & SCOPE OF WORK

1. INTRODUCTION

1.1 The schedule of requirement and scope of work in this tender is as follows-

Details of work	Quantity
Installation of one set of 400 AH OUTDOOR battery and fitting of runway , angles, laying of copper power cable from battery to PP .The DCDB is to be fitted with MCB of correct rating as per specifications. The installation materials are to be supplied by the bidder (Detailed specification in Table 1).	48 sets
Installation of one 150 A OUTDOOR Power plant , laying earth cable from earth bus bar to PP , laying armored power cable from LT panel to PP, laying of copper power cable to DCDB. The DCDB is to be fitted with MCB of correct rating as per specification. The installation materials to be supplied by the bidder (Detailed specification in Table 1).	48 nos.
Construction of concrete outdoor bed for installation of outdoor battery cabinet of size with supply of material	48 nos.

1.1.1. TABLE-1- Specification and details of materials to be supplied by the bidder

MATERIALS required for Installation of O/D Battery and ITPU		QTY per set/ per site
1	Copper Power cable 35 Sqr MM for connection from O/D Battery to MCB at ITPU	8 mtr X2= 16 mtr
2	Copper Power cable 35 Sqr MM for connection from ITPU to DCDB	8 mtr X2= 16 mtr
3	Copper - 4 core 16 sqr mm armed cable for 3Ph Electric supply to ITPU	10 mtr
4	Copper cable 25 sqr mm for earthing from ITPU to Earth Bus bar	10 mtr
5	Flexible metal conduit for protection of power cable and earthing cables	20 mtr

1.2 The tender is for “Installation and commissioning of single set 400AH Battery and power plant (OUTDOOR and outdoor)” in different SSAs of Odisha Telecom Circle.

1.3 The contractor shall have to lift Battery and Power plant from RTSD, Satya Nagar, 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.

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- 1.3.3 The contractor shall ensure that proper and good quality materials as specified in Table -1 (1.1.1) are supplied and used in the installation work of the Battery and Power plant.
- 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 transportation of material and installation of the Battery and Power plant, Earthing shall be the responsibility of the contractor.

2. SCOPE OF WORK

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

2.1 The work includes transportation of 400 AH outdoor Battery and Power plant materials and Installation of these Infra items with standard installation practice at BTS sites.

2.1.1 For 400 AH Outdoor Battery and Power plant/ ITPU

2.1.2.1 Receiving of Battery with all accessories from RTSD, Bhubaneswar

2.1.2.2 Transportation of the battery set with proper packaging and care with all required installation material as detailed above to the site along with Installation Team.

2.1.2.3 Ensure availability of all tools required for installation with all the teams.

2.1.2.4 Ensure availability of all safety items required for installation with all the teams.

2.1.2.5 The outdoor bed for installation of the battery, power plant/ITPU conforming to the specifications detailed is to be constructed and made ready.

2.1.2.6 (a) Proper levelling to be done in installation of the Outdoor Battery set.

(b) The connectors are to be properly tightened. The DC cables (35 sq mm) are to be properly logged and connected tightly to battery terminals. All the joints are to be properly greased.

(c) The cables are to be connected to Power plant DC bus-bar with lugging.

(d) All the power cable and earthing cable should pass through the metal conduit to avoid damage.

2.1.2.7 (a) Proper levelling to be done in installation of the Outdoor Power plant/ITPU.

(b) The Power plant is to be fixed to the O/D bed with cock-screws.

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- (c) The body of PP is to be earthed with available AC earthing.
- (d) The PP is to be connected to earth bus bar with 25 sqr mm cable.
- (e) 3 phase power supply to be extended through properly laced armoured cable from ACDB.
- (f) Output DC supply to be extended to the DCDB with 35 sqr mm cable.
- (g) All the cables are to be tightly terminated with proper lugging.
- (h) All the power cable and earthing cable should pass through the metal conduit to avoid damage.

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 rates. The actual value of work may vary based on the actual requirement but generally being limited to +/- 25% of the indicated value.

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Section-V

BID FORM

TENDER No. S-45.2/CMTS/TENDER/BTY-PP/2018-19/4 Dt.23-08-2018

To

**Chief General Manager, BSNL
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 supply the tendered items 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.....

Signature of the bidder with seal

Section-VI**TENDER No. S-45.2/CMTS/TENDER/BTY-PP/2018-19/4 Dt.23-08-2018****TECHNICAL BID/CHECK LIST**

S/N	Details of soft copies/scanned copies of Self attested Documents for uploading in ITI tender portal.	Uploaded Yes/No/NA
1	The Cost of Tender Paper worth Rs.590/- in shape of DD / BC drawn after the date of publication of NIT on any Indian Nationalized/Scheduled Bank in favour of "Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar" payable at Bhubaneswar.	
2	The Bid security or EMD for Rs 47,100/- 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.	
3	Power of Attorney" in case of person other than the bidder has signed the tender document.	
4	Authenticated partnership deed, in case of partnership firm .	
5	Valid contractor license/registration or Certificate of Incorporation under Companies act.	
6	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)	
7	Income Tax return for the Assessment Year 2017-18	
8	Valid EPF Registration Certificate.	
9	Valid Workman's compensation insurance or ESIC certificate.	
10	Valid GST Registration Certificate.	
11	Experience certificate – Experience certificate regarding successful completion of Operation and Maintenance of Battery and power plant in BTS sites / Telephone Exchanges or experience in installation and Commissioning of battery bank and power plant in BTS sites / Exchanges with 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 etc. The certificate regarding relevant experience as mentioned above in last three financial years (2015-16, 2016-17 & 2017-18) cumulatively of worth Rs 8 Lakh 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 to be produced. Submission of copy of only work order will not be considered as experience.	
12	Bid form duly filled with seal and signature (Section-V)	
13	Information Sheet duly filled with seal and signature (Section-VIII)	
14	Undertaking & Declaration duly filled with seal and signature (Annexure-I)	
15	Undertaking to the effect that none of their near relatives are working in BSNL as per the format (Annexure-II) duly filled and signed.	
16	Declaration of Downloading and Non - tampering of tender document duly filled with seal and signature (Annexure-III)	
17	Tender document signed by the bidder on all pages with seal.	

Signature of the bidder with seal

Section-VII**TENDER No. S-45.2/CMTS/TENDER/BTY-PP/2018-19/4 Dt.23-08-2018****FINANCIAL BID**

SL.	Description of works	distance	unit	Qty	QUOTED Unit Price (Inclusive of all Taxes and levies but excluding GST) (Rs)		Amount (Rs)
					In figure	In words	
A	B	C	D	E	F		G=E*F
1	Transportation, Installation, Commissioning and AT of one 400 AH Outdoor battery (24 cells) with cabinet and one 150 A Outdoor PP/ITPU(Integrated Telecom Power Unit) with Material Cost towards Installation of one 400 AH Outdoor battery(24 cells) and one 150 A Outdoor PP/ITPU(Integrated Telecom Power Unit). This includes Loading /unloading and transportation of materials from RTSD to BTS site. Outdoor bed (PCC structure 2.8mX2.5mX1.6m) construction for placement of Battery Power plant and outdoor BTS equipment including supply of material, labour and all charges, but, excluding GST.	Upto 100 km	Per site	30			
		101 to 200 km	Per site	18			
2	Transportation charges of BTY/PP etc beyond 200 Km	Beyond 200 km	Rate per km	200			
TOTAL COMPOSITE COST							Sum of above 3 cells

NB: L1 will be decided as per lowest total composite cost.**Notes:**

- The rates are inclusive of all but 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 rate 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.

Signature of bidder with seal*Signature of the bidder with seal*

Section-VIII
INFORMATION ABOUT BIDDER

(To be filled in and submitted by the bidder)

TENDER No. S-45.2/CMTS/TENDER/BTY-PP/2018-19/4 Dt.23-08-2018

1. NAME OF THE INDIVIDUAL/FIRM _____

2. PRESENT ADDRESS

3. PERMANENT ADDRESS

Tel No.

Tel No.

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

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

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

7. Permanent Income Tax No.

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

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

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

Place.....

Signature.....

Date

Name.....

Date

Name.....

Issued to.....

Signature of issuing officer

Signature of the bidder with seal

Section-IX

PERFORMANCE SECURITY GUARANTEE (BOND FORM)

In consideration of the **Chief General Manager ,Bharat Sanchar Nigam Ltd, Odisha Telecom Circle, Bhubaneswar** 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 **ACCOUNTS OFFICER(A&P), BSNL. O/O CGM, ODISHA CIRCLE, BHUBANESWAR** 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 **ACCOUNTS OFFICER(A&P), BSNL. O/O CGM, ODISHA CIRCLE, BHUBANESWAR** 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 Rs.

3. We undertake to pay to the **ACCOUNTS OFFICER(A&P), BSNL. O/O CGM, ODISHA CIRCLE, BHUBANESWAR** 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)
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

Signature of the bidder with seal

Annexure-I

UNDERTAKING & DECLARATION

a) Certified that:

1. I/We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. I/we hereby declare that I shall comply with all the terms and conditions of the tender documents as out lined in all the clauses unconditionally.
3. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

b) The bidder hereby covenants and declares that:

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

Date:

.....
Signature of bidder

Place:

Name of bidder
Along with date & Seal

Signature of Bidder
along with date & Seal

Signature of the bidder with seal

Annexure-II

PROFORMA FOR NO NEAR RELATIVES CERTIFICATE WORKING IN BSNL

Certificate to be given by the bidder in respect of no near
Relative (s) of the bidder 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 anywhere 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 separately.

Signature of the bidder with seal

Annexure-III

Declaration of Downloading and Non-tampering of tender document

“I (Authorized signatory) hereby declare that the tender document submitted has been downloaded from the website www.odisha.bsnl.co.in or www.tenderwizard.com/BSNL and 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 in the tender document, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

I also declare that I have enclosed a DD for Rs...../- towards the cost of tender document along with this bid”

Date:

Signature of Bidder

Place:

Name of Bidder along with date & Seal

Signature of the bidder with seal