

NIT No.S-39.2/CMTS/TENDER/PP Repair-ELTEK/2018-19/4 Dt 27-08-2018



Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprises)

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

TENDER DOCUMENT

**Name of the work:
REPAIRING OF ELTEK MAKE FAULTY POWER PLANT MODULES
LOCATED AT MOBILE BTS SITES IN ODISHA TELECOM CIRCLE.
(Period of work- 2 years)**

Submission of e-Tender : Up to 14:30 Hrs. of 20-09-2018

Date & time of opening of e-Tender (Tech Bid) : 15:00 Hrs. of 20-09-2018

AGM(RF-CM)
O/o CGMT, BSNL
Odisha Telecom Circle, Bhubaneswar.
Phone No-0674-2501600
Fax No: - 0674-2502844
E-mail id: agmrfodisha@gmail.com

Please visit for details:

**www.odisha.bsnl.co.in
www.tenderwizard.com/BSNL**

Cost of tender paper: - Rs. 590/-(including 18% GST)

To participate in e-tender, visit the website < www.tenderwizard.com/BSNL >

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SECTION-I

<p>Office of the Chief General Manager Odisha Telecom Circle, BSNL Bhawan, Unit-2, Ashok Nagar, Bhubaneswar-751009 (CMTS UNIT) Tel.No. 0674-2503000 FAX No. 0674-2500730</p>		<p>भारत संचार निगम लिमिटेड (भारत सरकार का उपक्रम) BHARAT SANCHAR NIGAM LIMITED (A Govt. of India Enterprise)</p>
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No. S-39.2/CMTS/TENDER/PP Repair-ELTEK/2018-19/4/
2018

Dated at Bhubaneswar the 27-08-

NOTICE INVITING E-TENDER

Digitally sealed e-tenders are invited by The Chief General Manager, BSNL, Odisha Telecom Circle, Bhubaneswar on single stage two bid system from beneficent and experienced contractors for carrying out "Repairing of ELTEK make faulty power plant modules located at mobile BTS sites in Odisha Telecom Circle."

SL. No.	Items	Description and requirements
01	Tender Notice No.	NIT No.S-39.2/CMTS/TENDER/PP Repair-ELTEK/2018-19/4 Dt 27-08-2018
02	Name of Work	REPAIRING OF ELTEK MAKE FAULTY POWER PLANT MODULES LOCATED AT MOBILE BTS SITES IN ODISHA TELECOM CIRCLE
03	Estimated Quantity	25 (7+1) Amp = 66 nos. with control panel 5 nos. , 50 (3+1) Amp = 27 nos. with control panel 10 nos. and 100 (3+1) Amp = 157 nos. with control panel 37 nos. approximately
04	Estimated cost	Rs 23,80,000/- approximately (excluding GST) for Two Years
05	Tender paper fee	Rs.590/- (Rupees Five hundred twenty five) only (Non-refundable). The cost of tender paper should be submitted in shape of crossed DD/BC drawn after the date of publication of NIT on any Nationalized/Scheduled Bank in favour of Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar payable at Bhubaneswar. The scanned copy of the above DD/BC towards cost of tender document should be uploaded in E-tendering portal of M/s ITI. <i>Note-The tender paper fee shall not be applicable to MSE bidders on production of requisite proof in respect of valid certification from MSME for the tendered item.</i>
06	EMD/BID security	The bidder shall furnish the bid EMD/Bid security in one of the following ways:- (a) Earnest Money Deposit in shape of crossed DD/BC of an amount of Rs 47,600/-(Rupees Forty-seven thousand six hundred) only on any Indian Nationalized/Scheduled Bank in favour of "Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar" payable at Bhubaneswar. The scanned copy of the above DD/BC towards EMD should be uploaded in E-tendering portal of M/s ITI. OR (b) Earnest Money Deposit in the form of Bank Guarantee of an amount of Rs 47,600/-(Rupees Forty-seven thousand six hundred) only from a 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. The

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Signature of the bidder with seal

		<p>scanned copy of the Bank Guarantee towards EMD should be uploaded in E-tendering portal of M/s ITI.</p> <p><i>Note-The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.</i></p>
07	Availability of Tender Document	<p>Tender document can be down loaded from the website: www.odisha.bsnl.co.in following the link-"TENDER". 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 27-08-2018 to 20-09-2018. As tenders are invited through e-tendering process, physical copy of the tender document would not be available for sale.</p>
08	Pre-Bid Meeting	NA
09	Time and date of E-submission of tender	Up to 14:30 hrs. of 20-09-2018
10	Time & Date of E-opening of Tender (Technical Bid Only)	15:00 hrs. of 20-09-2018.
11	Bid Validity	150 days from the date of opening of technical bid.
12	Duration of contract	Two years from the date of award of contract with an option of extension for a further period of six months as per terms and conditions of the tender.
13	Eligibility of Bidders	<p>The bidder should have:-</p> <p>A) Valid contractor registration/license. The bidder should be an Individual contractor/ Proprietorship Firm/ Partnership Firm/Company under Indian Company Act 1956 or Original Equipment Manufacturer. (Necessary proof should be given).</p> <p>B) EMD/Bid Security and tender paper fee.</p> <p>C) PAN card & Income Tax return for the assessment year 2017-18</p> <p>D) GST Registration Certificate.</p> <p>E) The Vendor should have a turnover in the last three audited financial year 2014-15, 2015-16 & 2016-17 of Rs 35 lakh duly certified by a Chartered Accountant firm.</p>

		<p>F) Experience certificate of successfully completed any one as given below.</p> <p>i) The bidder should have experience of successfully executing the work of</p> <p>(a) Repair of Eltek make SMPS Power Plants including Eltek make Power plant modules, control cards etc. (Repairing of only Power plant modules, will not be considered as work experience) or</p> <p>(b) Carrying out AMC (Annual Maintenance Contract) for Eltek make Power plants of BTS sites/Telephone Exchanges (Repairing of only Power plant modules, will not be considered as work experience)</p> <p>in Govt. Dept. / MTNL / BSNL / DOT/ PSU/ Licensed Telecom Service Provider/ Licensed Infrastructure Provider for a minimum amount of Rs 8,00,000/- (Rupees Eight lakh) only during last three financial years (i.e. Financial Years 2015-16, 2016-17 & 2017-18) and in current year up to 31-07-2018. Experience certificate should be issued by an officer not below the equivalent rank of TDM/DGM/SE of BSNL/MTNL or Circle Head of the Technology Vendor/ Telecom Service Provider.</p> <p style="text-align: center;">-OR-</p> <p>ii) Original Equipment Manufacturers of Eltek Power Plants.</p>
14	Rejection of Tender	<p>The CGMT, BSNL, Odisha Circle reserves the right to cancel/reject any or all the tenders without assigning any reasons thereof. He is not bound to accept the lowest tender bid. Incomplete, ambiguous and conditional tender bids liable to be rejected.</p>

Note-1: The tender document may not be available for download on its submission date.

Note-2: The tender document can be downloaded from the website through CMTS link of www.odisha.bsnl.co.in or 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 in the chamber of AGM(RF-CM), O/o CHIEF GENERAL MANAGER, BSNL Bhawan, Ashok Nagar, Unit-II Bhubaneswar-751009 before **14:25 hrs. of 20-09-2018** otherwise the Bid will not be considered.

Amendments, if any, to the tender documents 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.

Note-3: Intending bidders are requested to register themselves with M/s ITI through www.tenderwizard.com/BSNL for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

Note-4: 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.

1). 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

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their offices. However, if required, authorized representatives of bidders can attend the TOE at the **Meeting Room, 4th Floor, BSNL Bhawan, Ashok Nagar, Unit-II, Bhubaneswar-751009** where BSNL's Tender Opening Officers will conduct Public Online Tender Opening Event (TOE)

- 2). Incomplete, ambiguous and conditional tender bids liable to be rejected.
- 3). 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. The CHIEF GENERAL MANAGER, BSNL, Odisha Telecom Circle, Bhubaneswar is not bound to accept the lowest tender.
- 4). Tender document can be downloaded from the website www.tenderwizard.com/BSNL following the link for tenders through E-procurement by BSNL.
- 5). The bidder shall furnish a declaration vide Annexure F under their digital signature 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(www.tenderwizard.com/BSNL).
- 6). In case of any correction/addition/alteration/omission in the tender document, the tender bid shall be rejected summarily.
- 7). All statutory taxes as applicable shall be deducted at source before payment.

Note-5: Tender Information

- 1). Type of Tender : Single stage two bid type e-tender.
- 2). Bid Validity Period/Validity of Bid offer for acceptance by BSNL: 150 days from the tender opening date.
- 3). The scanned documents to be uploaded in the ITI portal are described in **Section-VI (Technical Bid)**.

SECTION II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- (a) **“The Tendering authority”** 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 contractor”** means the individual or firm executing the work order under the Contract.
- (d) **“The Work Order”** means the order placed by the Tendering authority including all attachments and appendices thereto and all documents incorporated by reference therein on the contractor. The work order shall be deemed as **“Contract”** appearing in the document.
- (e) **“The Contract Price”** means the price payable to the contractor under the work order for the full and proper performance of its contractual obligations.
- (f) **“Acceptance testing”** is a process of testing of the works as per the specifications including requirement for use in BSNL network. Acceptance testing is carried out in simulated field environment and includes stability, reliability and environmental tests.

2. ELIGIBLE BIDDERS:

- i) The bidder should have valid contractor license. The bidder should be an Individual contractor/ Proprietorship Firm/ Partnership Firm/Company under Indian Company Act 1956 or **Original Equipment Manufacturer**. (Necessary proof should be given).
- ii) The bidder should have PAN Card. In case of individual/proprietor ship PAN should be in the Individual’s name and in case of firm/partnership the PAN in firm’s name and should have Income Tax return for the assessment year 2017-18.
- iii) The bidder should have Valid EPF registration Certificate.
- iv) The bidder should have valid Workman’s compensation insurance or ESI certificate.
- v) The bidder should have valid GST registration certificate.
- vi) The bidder should have Experience & Turn over certificate as per NIT at Section-I.
- vii) The bidder should submit Cost of Tender Paper & EMD as per NIT at Section-I.
- viii) The bidder should submit an undertaking to the effect that none of their relatives are working in BSNL as per the format in Section-XII.
- ix) The bidder should have authenticated partnership deed, in case of partnership firm and power of attorney to the representative of the firm to operate the tender.
- x) Original **“Power of Attorney”** in case of person other than the bidder has signed the tender document.

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.

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 & E-Tendering Instructions
- c) Conditions of the Contract.

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- d) Scope of work and schedule of Requirement..
- e) Bid form.
- f) Technical Bid, Financial Bid (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, declarations and Check list.

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 A prospective bidder, requiring any clarification of the bid documents shall notify the tendering authority in writing or FAX/e-mail 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 **before 10 days of last date of the submission of bids.** Copies of the query (without identifying the source) and clarifications by the tendering authority shall be sent individually to all the prospective bidders who have received the bid documents by speed post/ regd post/e-mail/FAX etc.
- 5.2 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 in writing or by FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the tendering authority and these amendments will be binding on them. The bidders downloading the tender document from website should intimate their mailing address, Tel no., Fax no. for intimation of amendments.
- 6.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Tendering authority may, at its discretion, extend the deadline for the submission of bids suitably.
- 6.4 It is the sole responsibility of the bidder to confirm from AGM(RF-CM) or SDE (O&M) regarding amendments if any before uploading of the tender document.

B. PREPARATION OF BIDS:

7. DOCUMENTS COMPRISING THE BID:

It is a 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.

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- 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 quote the price inclusive of all levies & taxes i.e. Sales Tax and Excise, packing, forwarding, freight and insurance charges etc. but exclusive of **GST**. GST, if any, should be shown separately, and 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 DOCUMENT:

- 10.1 The bidder shall furnish as part of its bid documents establishing the bidder’s eligibility, the following documents:
- i) The Cost of Tender Paper & EMD as per NIT at Section-I.
 - ii) Self-attested Photo copy of valid contractor license. The bidder should be an Individual contractor/ Proprietorship Firm/ Partnership Firm/Company under Indian Company Act 1956 or **Original Equipment Manufacturer**. (Necessary proof should be given).
 - a) **Individual contractor** : The bidder should submit Valid Registration Certificate as Individual contractor issued by any State/Central Government Authority.
 - b) **Proprietorship Firm**: The bidder should submit an Affidavit describing that he is the sole proprietor of the said Proprietorship firm which is executed on a non-judicial stamp paper of appropriate value as prevailing in the respective states (s) and the same be attested by a Notary Public or registered before Sub-Registrar of the state(s) concerned. The proprietorship firm should also be registered by any State/Central Government Authority as a valid contractor.
 - c) **Partnership Firm**: The bidder should submit a certificate of registration for the firm registered under Indian partnership Act’1932 and it’s subsequent amendments. The bidder should also submit the copy of partnership deed.
 - d) **Company under Indian Company Act 1956**: In case of a company registered under Indian Companies Act, 1956 , the bidder should submit Certificate of Incorporation , Article or Memorandum of Association along with List of all Directors including their name(s), Director Identification Number(s) (DIN) and address(es) along with contact mobile/telephone numbers of office and residence.

- iii) Self-attested Photo copy of PAN Card & Income Tax return for the FY 2017-18. In case of individual/proprietor ship PAN should be in the Individual's name and in case of firm/partnership the PAN in firm's name.
- iv) Self-attested Photo copy of GST registration certificate.
- v) Self-attested Photo copy of Experience certificate as per NIT at Section-I.
- vi) Self-attested Photo copy of Turn over certificate as per NIT at Section-I.
- vii) The bidder should submit an undertaking to the effect that none of their relatives are working in BSNL as per the format in Section-XII.
- viii) Self Attested Photo copy of authenticated partnership deed, in case of partnership firm and power of attorney to the representative of the firm to operate the tender.
- ix) "Power of Attorney" in case of person other than the bidder has signed the tender document is to be submitted in original hard copy. It is also to be scanned and uploaded in tender portal.
- x) Tender document should be signed by the bidder on all pages with seal. All the bid documents should be self-attested by the bidder.

10.2 All pages of the original Bid submitted in with Technical bid including blank pages with scoring except for un-amended printed literature shall be signed by the person or persons signing the Bid.

10.3 The copy of certificates issued by the competent authority duly Self Attested by the bidder.

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.

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.

11. **BID SECURITY:**

11.1

- i) The EMD is required to protect the company against the risk of bidder's conduct, which would warrant the security forfeiture. EMD of **Rs.47,600/- (Rupees Forty-seven thousand six hundred)** should be submitted in the form of an account payee Bank Draft/Banker's Cheque drawn on any Scheduled/Nationalized Bank payable at Bhubaneswar in favour of Accounts Officer (A&P), BSNL, O/o CGMT, Odisha, Bhubaneswar. Earnest Money Deposit may also be submitted in the form of Bank Guarantee of an amount of Rs 47,600/- (Rupees Forty-seven thousand six hundred) only from a 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. The scanned copy of the Bank Guarantee towards EMD should be uploaded in E-tendering portal of M/s ITI.
- ii) A bid not secured as above shall be rejected by the accepting authority as non-responsive.
- iii) The successful bidder's D.D for EMD will be discharged upon the bidder's acceptance of the LOI and furnishing Performance Bank Guarantee for 10% of value of awarded work with validity up to three

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years. The Chief General Manager, BSNL, Odisha Circle, Bhubaneswar may ask to extend the validity of Performance Bank Guarantee if require for continuance of contract as deemed fit.

- iv) 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.
- v) The EMD may be forfeited if bidder withdraws his bid during the period of bid validity fails, to sign the contract and furnish performance security.
- vi) In case of (v) above, the bidder will not be eligible to participate in the tender for same work for one year from the date of acceptance of LOI. The bidder will not approach the court against the decision of CHIEF GENERAL MANAGER, Bhubaneswar in this regard.

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

11.3 BID NOT SECURED IN ACCORDANCE WITH PARA 11.1(i) 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 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 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:**

- 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 Self Attested by a Notary Public or registered before Sub-Registrar of the state(s) concerned.

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- 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. **(The power of attorney should be executed after the date of NIT)**
- c. In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

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.

C. SUBMISSION OF BIDS:

14. SEALING AND MARKING OF BIDS:

14.1 The Bid contains three parts ;

The first part (Envelope-A) should contain

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

- **Note:-**The above documents have to be submitted in an envelope-A before Hrs of the last day of bid uploading i.e. through person in the tender box in the chamber of AGM(RF-CM). The scanned copies of the Original DD/BC/BG towards EMD/BID security, Original DD/BC towards cost of bid document & Power of attorney (If applicable) have to attach in the E-portal of M/s ITI.
- This **envelope-A** containing the original DD/BC/BGs (For EMD & Cost of tender paper) & Original Power of attorney (if applicable) should be dropped in the tender box available in the chamber of The AGM(RF-CM), O/o CHIEF GENERAL MANAGER, 4th Floor, BSNL Bhawan, Ashok Nagar, Unit-II, Bhubaneswar-751009. Alternatively, the envelope-A containing the original DD/BC/BG (For EMD) & DD/BC (For Cost of tender paper) & Original Power of attorney (if applicable) may be sent through registered post/speed post/courier service so as to reach "AGM(RF-CM), 4th Floor (Room No. 400) , O/o CGMT, BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009" on or before the closing time/date of submission of tender. BSNL will not be responsible for late receipt of envelope-A due to any kind of postal delay or any other means. Late receipt envelope-A after closing time/date of submission of e-tender will not be accepted.
- The second part is the **Envelope-B** containing scanned documents of **Technical Bid** vide Section VI which should be uploaded in the appropriate place of the e-portal of M/s ITI.
- The third part contains **Financial Bid (Price Schedule)** should be uploaded as marked as **Envelope-C**. Financial e- bid containing the Price schedule in the excel format has to be filled carefully in the FINANCIAL BID of e-portal of M/s ITI.

14.2 The Venue of E- bid Opening will be: Meeting Room, O/o General Manager (NW-CM), 4th Floor, BSNL Bhawan, Ashok Nagar, Unit-II, Bhubaneswar-751009. 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 **(a) Bids must be E-QUOTED before the locking time of the bid that is 14:30 Hrs. of 20-09-2018.**
(b) 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.

15. SUBMISSION OF BIDS:

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

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

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

(c) The Clauses of the bids shall be complied and price bid quoted well before the Locking time (**15:00 Hrs. of 20-09-2018**) of the bid. Scanned documents wherever necessary are to be pasted in the appropriate places of the document.

16. LATE BIDS:

After the Locking Time, no bidder can submit the bid.

17. MODIFICATION AND WITHDRAWAL OF BIDS:

a. 1. The bidder may withdraw his bid after submission prior to the deadline prescribed for submission of bid. The bidder's withdrawal shall have to be online and digitally authenticated (in case of e-tendering)

b. 2 .No bid shall be modified subsequent to the deadline for submission of bid that is **14:30 hrs. of 20-09-2018**.

D. BID OPENING AND EVALUATION:**18. OPENING OF BIDS BY TENDERING AUTHORITY****18.1**

i. The bids will be opened in two stages. At **15:00 Hrs.** on the due date, 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. The bidders can view the opening details after the purchaser opened them.

ii. A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

iii. The bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening.

iv. The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.

v. Technical bids will be evaluated by the purchaser and after completion of the technical evaluation the eligible bidders list for the financial bid opening will be made available in the website.

vi. Opening date and time of financial bid be notified in the website.

19. Place of opening of Tender bids:

Authorized representative of bidders (i.e. Vendor organization) can attend the Tender Opening Event (TOE) at Meeting Room, 4th Floor, BSNL Bhawan, Ashok Nagar, Unit-II, 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:

- a. The tendering authority shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 20.
- b. 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.**
- c. **Tendering authority may negotiate with L1 bidder only.**

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 Quantity:**

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

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

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

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

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

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.

- (ii) 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.

24.1 TENDERING AUTHORITY'S RIGHT TO VARY QUANTITIES:

- (a) BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- (b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing 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.
- b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

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

24.2) PLACEMENT OF ORDER

a) The Tenderer shall consider placement of orders for services only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose services have been type approved/ validated by the Tenderer. The Tenderer reserves the right to counter offer price(s) against price(s) quoted by any bidder.

b) The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within the contracted period, the unit prices with applicable revised duties/taxes will be paid to bidder irrespective of their ranking viz.L1/ L2/ L3etc keeping other levies & charges unchanged.

c) The Tenderer reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

d) In the event of L2 and so on bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause 23 (Award of Contract) in section II , shall be carried out by the L-1 bidder as part of whole contract.

(2). In the event of L2 and so on bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for L1 bidder to accept such an offer at evaluated L1 Price and shall perform the whole contract as envisaged in the Tender document.

25. VALIDITY OF CONTRACT

The contract shall normally be valid for **Two years** from the date of signing of the agreement with an option of extension for a **further period of six months** as per terms and conditions of the tender.

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):

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 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 **three years** 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.

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

29. COURT JURISDICTION:

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

30 REJECTION OF BIDS

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

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

31. 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.

32. 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.

33. 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

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Signature of the bidder with seal

certificate will be given by the proprietor. For the partnership firm, certificate will be given by all the partners and in case of limited company by all the directors of the company excluding Government of India/ Financial institutions nominees and independent non-official part time Directors appointed by Government of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person, the tender will be cancelled and bid security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or the firm or the concerned person.

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

The near relatives for this purpose are defined as :-

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

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. Incase 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."

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:

Sealed Bid System – Single stage two bid type e-tender“,
Financial bids & Technical bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

- I. Procure a Digital Signing Certificate (DSC)
- II. Register on Electronic Tendering System (ETS)
- III. Create Users and assign roles on ETS
- IV. View Notice Inviting Tender (NIT) on ETS
- V. Download Official Copy of Tender Documents from ETS
- VI. Clarification to Tender Documents on ETS – Query to BSNL (Optional)
- VII. View response to queries posted by BSNL, through addenda.
- VIII. Bid-Submission on ETS
- IX. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Technical-Part
- X. Post-TOE Clarification on ETS (Optional) – Respond to BSNL's Post-TOE queries

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Signature of the bidder with seal

- XI. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Financial-Part (Only for Technical Responsive Bidders)
3. 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.

4. 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>].

5. Registration

The Tender document can be downloaded from the website: www.tenderwizard.com/BSNL and to be submitted in the e-format. Physical copy of the tender would not be sold. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

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

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

Helpdesk	
Telephone/Mobile Nos.	<i>Mr Sanjib Mohapatra</i> 09937488749,07377708585 <i>[between 9:30 hrs to 18:00 hrs from 27-08-2018 to 20-09-2018]</i>
E-mail ID	twhelpdesk404@gmail.com

BSNL Contact-1	
BSNL's Contact Person	<i>AGM.(RF-CM),CMTS Unit, O/o CHIEF GENERAL MANAGER,BSNL Bhawan,Bhubaneswar-751009.</i>
Telephone/ Mobile	0674-2501600 <i>[between 10:30 hrs to 18:00 hrs from 27-08-2018 to 20-09-2018]</i>

E-mail ID	agmrfodisha@gmail.com
BSNL Contact-2	
BSNL's Contact Person	SDE(O&M),CMTS Unit ,O/o CHIEF GENERAL MANAGER,BSNL Bhawan ,Bhubaneswar-751009
Telephone/ Mobile	0674-2506332 <i>[between 10:30 hrs to 18:00 hrs from 27-08-2018 to 20-09-2018]</i>
E-mail ID	sdeomcmbbsr@gmail.com

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:

6. Offline Submissions:

The bidder is requested to submit the following documents offline in the tender box provided in the chamber of AGM(RF-CM), O/o CHIEF GENERAL MANAGER, BSNL Bhawan, 4th Floor, Ashok Nagar , Unit-II, Bhubaneswar-751009 before **14:30 Hrs of Dt 20-09-2018** in a separate envelope(Envelope-A) :-

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

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

7. Special Note on Security of Bids

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

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

8. Public Online Tender Opening Event (TOE)

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

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

As soon as a Bid is decrypted with the corresponding „Pass-Phrase“ as submitted online by

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Signature of the bidder with seal

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
- (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)
- ☐ Broadband 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

CONDITIONS OF CONTRACT

1. DEFINITIONS:

The contract means the document forming the tender and acceptance thereof and the formal agreement executed between the BSNL and the contractor together with the documents referred to therein including the conditions of contract, the specifications, designs, drawings and instruction issue from time to time by the Sr.GM(NWO-CM), Odisha Circle in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another. In the contract, the following expressions shall unless where the context otherwise required, have the meaning hereby respectively assigned to them.

- a) The expression WORK or WORKS shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- b) The SITE shall mean the land and /or other places on which work is to be executed under the contract.
- c) SITE ENGINEER shall mean any supervisory officer of the Bharat Sanchar Nigam Limited who may be placed by the Divisional Engineer as in charge of the work at site at any particular period of time.
- d) The contractor shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include the local personal representative or such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees or such individual or firm or firms or company.
- e) The Divisional Engineer in-charge means, the Divisional Engineer who shall supervise and shall be in-charge of the work, at any time or who shall sign the contract on behalf of the BSNL.
- f) The Bharat Sanchar Nigam Limited means, a Government of India Enterprise under Ministry of Communication & IT. All references of:
 - i) Company
 - ii) C.G.M.
 - iii) Sr.GM(NWO-CM)
 - iv) Divisional Engineer
 - v) Sub-Divisional Engineer
 - vi) Junior Telecom Officer
 - vii) Accounts Officer

In various clauses shall be taken to mean respectively.

2. PERIOD OF VALIDITY

The approved rates shall normally be valid for **Two years** from the date of signing of the agreement with an option of extension of validity for a **further period of six months** as per terms and conditions of the tender.

3. LABOUR / MATERIAL / EQUIPMENTS / SUPPLIES

- a. The contractor shall be responsible for the transportation, storage and safe custody of all materials supplied to him by the company. The contractor shall satisfy himself regularly the quality and quantity of the materials supplied to him and he will be responsible for any subsequent deterioration and discrepancy (inclusive of theft) in the quality/quantity of the materials.

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

- b. The contractor shall submit a proper account every fortnight of all the materials supplied to him by the company and those consumed for items of work. Any discrepancy or difference between the material issued to the contractor and those consumed in the work as per the company's calculation (which shall be final) will be charged to the contractor or deducted from his bills at cost price inclusive of any escalation and including freight, handling charges, storage charges etc. plus 17.5 % company's charges.
- c. Upon completion of the work, the contractor shall return to the company at the latter's designated store in good condition free of charges, any unused materials that were supplied by the company.
- d. The contractor while taking delivery of materials supplied by the company at the designated places 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 company. Any pilferage, damage etc to the materials, furnished by the company shall be at the risk and cost of the contractor and charges for such unaccounted materials shall be decided in accordance with (b) above. Claim for shortage material will not be entertained on later stage if not pointed out at the time of taking over the materials.
- e. Notwithstanding anything else herein stated, the contractor shall furnish and pay for all supervision, labour tolls, supplies construction equipment and consumable materials including explosive 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 the contractor.

4. GUARANTEES

In addition to any and all other guarantees and warranty mentioned in the contract documents, the contractor guarantees that the entire work will be done in a satisfactory manner and free from any defects in workmanship and finish and in conformity in all respects with the specifications and direction. The contractor also undertakes to repair or replace, as the case may be at his own cost and risk any part of the works which may be damaged or that may develop any defects due to bad workmanship during warranty period of **Six Month** from the date of satisfactory completion of work.

5. METHOD AND MANNER OF PERFORMANCE

The contractor shall be an independent contractor and shall have complete charge of the men engaged in the performance of the works to be performed hereunder and shall perform the works in accordance with his own methods and his own risk, subject to compliance with the contract execute the works in the best and most substantial workman like manner and both as regards material and otherwise in respect in strict accordance with the contract documents or such other additional particulars, instructions and drawings as may be found requisite to be given during carrying out the works, enforce good order among his employees and shall not employ on the work any unfit person or any one not capable or not properly qualified to properly perform the work assigned to him. The contractor shall also not employ in respect of the works any employee that the Divisional Engineer/Site Engineer may for any reason object to.

6. 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, materials etc. brought to the site and for all the work during the execution. The contractor shall also take out workman's compensation insurance as required by law and undertake to indemnify and keep indemnified the BSNL from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) and charges and expenses that may arise in regard to the same or that the BSNL may suffer or incur with respect to and/or incidental to the same.

7. SUB-CONTRACTOR

- a. **No sub contract in any circumstance is permissible.**
- b. The contractor shall indemnify and save harmless to the BSNL from and against all actions, suits, proceedings, losses, costs damages, charges, claims and demands what so ever, either in law or in equity and all cost (inclusive between attorney and client) and charges and expenses that the BSNL may sustain out of or incidental (to in connection with any act (s) or commissions) of the contractor, his agents, employees.

8. REPRESENTATIVE OF THE BSNL

The BSNL shall be represented by the Divisional Engineer who will be in charge of the works. BSNL's representative in works site shall be the Engineer in-charge or such other representative as the Divisional Engineer may from time to time designate in writing. The Engineer in-charge and/or his assistant or nominee shall inspect the work and materials of the contractor or the contractor's representative. Notice given in writing by the Divisional Engineer in-charge or by the Site Engineer and such other representatives as the Divisional Engineer may designate in writing shall be deemed to be authorized to represent the BSNL in respect of the agreement's representatives, as aforesaid, which in within his power shall be binding on the contractor.

9. REPRESENTATIVE OF THE CONTRACTOR

The contractor shall furnish to the BSNL the scheme of his intended organization for the contracted work, naming his superintendent. The contractor shall have on each site a superintendent, being authorized to represent the contractor on his designated section work, to whom the BSNL's representative can make known decisions, authorizations and interpretations. The contractor shall within 10 days after the execution of the contract/Agreement notify the BSNL the name(s) and address (es) of the Superintendent notified as aforesaid shall be promptly intimated in writing to the BSNL. Notices given in writing to the superintendents shall be deemed to be notices given to the contractor. The contractor shall also have a manager fully authorized to represent contractor on matters involving more than one section of work notification in respect of whom shall like wise be given to BSNL and who shall likewise be the contractor's representative in terms aforesaid. Failure to submit the list of personnel will attract cancellation of contract and forfeiture of EMD.

10. INTERPRETATION OF THE CONTRACT DOCUMENT

The Divisional Engineer and the contractor shall in so far as possible by mutual consultation try and decide upon the meaning and intent of the contract document. In case of disagreement the dispute will be referred to the sole arbitrator as provided in the contract. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.

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Signature of the bidder with seal

11. CHANGES AND EXTRA WORK

- a) Change as used herein means a substitution for, or omission of, any work or other requirements within the general scope of the work, the performance of or compliance with which is contemplated by the Contract Documents.
- b) "Extra work" as used herein means any work or compliance with any requirements, other than a change which is not, expressly or implied contemplated by the Contract Documents, and which is necessary to be performed for the proper completion of the contracted work. For the purpose of clarification, it is declared that, any work or operation which shall be necessarily incidental to the proper performance of any item of work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work.
- c) The Sr.GM (NWO-CM) may, at his absolute discretion can make a change in any part of the work provided for the Contact if required with specific approval of the CGMT as the case may be, and in such cases the contractor is bound to do such works.
- d) The Contractor shall not undertake or make any change or do any work under this contract unless he has received written instructions from Engineer-in-Charge.
- e) The Contractor shall not be entitled to any compensation in addition to the contract price for the performance of any work not envisaged under the contract, unless prior to the performance of such work he has received from the Engineer-in-Charge written authorization to perform such work.
- f) For extra work within the scope of this contract, the contractor will receive extra compensation on the basis of a lump sum unit price as may be agreed upon in advance between the Divisional Engineer and the Contractor. On the other hand, extra work can be executed separately out side the purview of the contract also on quotation basis by any agencies subject to financial limitations.
- g) In cases, of such of the works, where an interpolation of the rates are possible such rates shall be accepted by both the parties.
- h) If the altered, added or substituted work includes any work for which no rates are specified in the contract for the work can be derived from similar class of work in the contract, then such work shall be carried out at the rate determined by the Divisional-Engineer-in-Charge on the basis of the prevailing market rates where the work was done.
- i) If the rate for the altered, added or substituted work cannot be determined in the manner specified above, then the contractor shall within seven days of the date of receipt of order to carry out the work, inform the Divisional-Engineer-in-Charge of the rate which it is his intention to charge for such class of work supported by analysis of the rate or rates on claimed, and the Divisional-Engineer-in-Charge shall determine the rates on the basis of prevailing market prices and pay the Contractor accordingly. However, the Divisional-Engineer-in-Charge by notice in writing will be at liberty to cancel the order to carry out such class of work and arrange to carry it out in such manner, as he may consider re-advisable.

12. QUALITY OF WORK

The BSNL shall be the final judge of the quality of the work and the satisfaction of the standards in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the BSNL 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 therein. The Divisional Engineer has the right to prohibit the use of men and any tools, materials or equipments, which in his opinion do not produce work or performance, meet the requirement of the contract documents. The contractor should provide necessary assistance or labor for checking of tower work done for test check and measurement etc. by company's authorities.

13. PROTECTION OF WORK

The contractor shall be responsible for all materials furnished or supplied by the BSNL while in the Contractor's custody whether, or not installed in the work.

14. NOTIFICATION

The contractor shall give in writing to the proper person or authorize with a copy to the Divisional Engineer such notification, as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or completion of the contracted work. All notices 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 regularly advised of the progress of operations through out the performance of the work together with such other information and/or supporting figures and data as may from time to time be directed as required.

15. DELAYS IN CONSTRUCTION/WORK

The BSNL will make every reasonable effort to furnish materials required to be furnished by it under the Contract and 'Right of User' including the permits from Govt/Individual or any other agency required to be furnished by the BSNL under the Contract and made available in due time so as not to delay construction. The BSNL will, however not be liable to the contractor for any losses or damages costs, charges or expenses that the contractor may in any way sustain suffer due to delay in making the above available. However, an extension in time schedule may be admitted on the above reasons.

16. SHUT DOWN ON ACCOUNT OF WEATHER CONDITION

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 BSNL or deemed advisable on account of bad weather conditions or other force major conditions.

17. REFUNDS OF SECURITY DEPOSITS

- a) The Security Deposit or a part thereof or such balance thereof if any, as may remain after deduction there from in respect of any outstanding bills of the contractor to the BSNL shall be paid back to the contractor after satisfactory **guarantee period of Six month** from the date of satisfactory completion of the work and final acceptance by the BSNL or earlier at the discretion of the BSNL. The contractor shall remain liable to the BSNL in respect of any shortfall and or discharge liabilities notwithstanding return of Security Deposit or any part thereof.
- b) No interest will be payable on the Earnest Money or the Security Deposit or amounts payable to the contractor under the contract.
- c) Refund of the Security Deposit or Performance Security Deposit is subject to full and final settlement of the Final bill for the works contract executed under one contract. NOC from concerned field unit officers are required to release the Performance Security Deposit.

18. INSPECTIONS AND TESTING

The Divisional Engineer or his representative or any of his superior officer or officer in charge of acceptance test shall have free access to the site at all times for inspection. The contractor shall render to the representative of the company all possible assistance and facilities for the purpose.

19. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES

- a) The contractor is fully responsible for taking all possible safety precautions during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The Contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.

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- b) The Contractor shall be solely liable for all expense for and in respect of repairs and damage occasioned by injury of or damage to such underground and above structures indemnified the Government from and against all actions, cause or 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 clients charges and expenses in connection there with and/or incidental thereto).
- c) The current market value of any commodities list 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 personnel or property damages, resulting there from.
- d) The tower maintenance and associated works has to be executed through skilled labour engaged for such works are to be adequately secured.
- e) The Contractor must take all safety measures to prevent any kind of accident.

20. INDEMNITIES

- a) The Contractor shall at all times hold the company harmless and indemnify them against all actions, claims and demands of every nature and description brought or procured against the BSNL, its officers, and employees and forthwith upon demand and without protest or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client and all cost incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractor's obligations or in protecting or endorsing its right in any suit or other legal proceeding, charges and expensed and liabilities 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 government or pay to the BSNL forthwith on demand without protest or demur all cost charges and expenses and losses and damages otherwise incurred by it in consequence of any claims demands and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contract.
- b) The contractor shall at his own cost at the BSNL's request defend any suit or other providing asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the BSNL.

21. 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 BSNL, BSNL's agency or company, Municipal Board, BSNL or other regulatory or Authorized Body of Persons and shall provide all certifications 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 Contract documents. If the Contractor shall require any assignee or sub-contractor to whom any portion or the work to be performed hereunder or 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 BSNL 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.

22. OPTIONAL TERMINATION BY BSNL (OTHER THAN DUE DEFAULT OF CONTRACTOR)

- a) The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contractor in which case the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work, exclusive of purchases and/or hire of material, machinery and other equipment for use in or in respect of the work.
- b) In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractors' materials, machinery and equipments and hand over BSNL or as the BSNL may direct.
- c) The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the Contractor.

23. TAXES AND DUTIES

Contractor shall pay all rates levies, fees, royalties, taxes and duties except service tax payable or arising from out of by virtue of or in connection with and/of incidental to the contract or any of the obligations of the parties in terms of the contract 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 BSNL from and against the same or and default by the contractor in the payment thereof. Service tax will be paid extra by BSNL wherever applicable as per rate in force.

24. BREACH OF CONTRACT

The "Divisional-Engineer-in-charge" may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims, damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions in this contract or other wise and whether the date of completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases.

- i) If the contractor having been given by the Divisional-Engineer-in-charge a notice in writing to rectify reconstruct or replace and defective work or that the work is being performed in any inefficient or otherwise improper or un workman like manner omits to comply with the requirement of such notice for a period of seven days thereafter or if the contractor delays or suspend the execution of the work so that either in the judgment of Divisional-Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by that date.
- ii. After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any 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 of the amount of which excess the certificate in writing of the Divisional-Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under his contract or any other account whatsoever or from his security deposit or proceeds of sales thereof a sufficient part thereof as the case may be. The contractor whose work has been rescinded due to breach of contract and carried out through another contractor does not have any right to initiate any legal proceedings to stall the work.
- iii. In the event of any one or more of the above courses being adopted by the Divisional-Engineer-In-Charge the contractor has no claim for having any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in any case action is taken under any of the provisions aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

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- iv) In any case in which any of the powers conferred upon the Divisional Engineer in-charge by clause 25 thereof shall have become exercisable and the same shall not be exercised, thereof shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercisable in the event of any future; case default by the contractor and the liability of the contractor compensation shall remain unaffected. In the event of the Engineer-in-charge putting in force all or any of the powers vested in the preceding clause, he may if he so desires after giving a notice in writing to the contractor taken possession of (or at the sole discretion of the Divisional Engineer in-charge which shall be final) use as on hire (the amount of the hire money being also in the final determination of the Divisional Engineer in-charge) all or any tools, plant, materials, and stores, in or upon the works or the site thereof, belonging to the contractor, or procured by the contractor intended to be used for the execution of same and amount at the contract rates, or in the case of these not being applicable at current market rates to be thereof shall be final otherwise the DE, in-charge whose certificate thereof shall be final otherwise the DE, in-charge by notice in writing may order the contractor of his clearance, of tools, plant, materials or store from the premises (within a time to be specified in such notice) and in the event of contractor failing to comply with any such requisition, the DE may remove them all at contractor expenses or sell them by auction or private sale on account of contract and at his risk in all respects and the certificate of the DE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.
- v) If the contractor shall desire extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Divisional Engineer in charge within the work order period of hindrance on account of which he desires such extension as aforesaid, and the Divisional Engineer in charge shall if in his opinion (which shall be final) reasonable grounds have been shown therefore, authorized such extension of time if any as may in his opinion be necessary or proper.
- vi) If at any time after the commencement of the work CHIEF GENERAL MANAGER shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out, the Divisional-Engineer-in-charge shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of concession whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he has any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated. Provided that the Contractor shall be paid charges on the cartage only of materials actually and bonafide brought to the site of the work by the Contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the Contractor, provided however that the Divisional-Engineer-in-charge shall have in all such cases the option of taking over all or any such materials at their purchase price or at local current rates whichever may be less.

25. INSPECTION

- a. All work under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Divisional Engineer in charge and his authorized subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Divisional Engineer in charge of his subordinate to visit the work shall have been given to the contractor, either himself be present to receive order and instruction, or have in responsible agent duly accredited in writing be present. Orders given to the contractor agent shall be considered to have the same force as if they have been given to the contractor himself. The work during its progress can also be inspected by the officer of the company from time to time.

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- b. The contractor shall give not less than seven days notice in writing to the Divisional Engineer in charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurements any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up and place consent in writing of the Divisional Engineer in-charge or his subordinate in charge of the work shall within the aforesaid period or seven days inspect the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given by the Divisional Engineer in charge's consent being obtained the same shall be uncovered at the contractor's expenses or allowances shall be made for such work or the materials with while the same was executed.

26. WORKMEN'S COMPENSATION

In every case in which by virtue of the provisions of Section 12, sub-section (i) of the workmen's compensation Act, 1923 BSNL is obliged to pay compensation to a workman employed by the Contractor, in execution of the works, BSNL will recover from the Contractor the amount of the compensation so paid; and without prejudice to the rights of the BSNL under Section 12 Sub-section (ii) of the said Act, BSNL shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by BSNL to the Contractor whether under this contractor or otherwise. Government shall not be bound to contest any claim made against it under Section 12 sub-section (i) of the said Act, except on the written request of the contractor and upon his giving to BSNL full security for all costs for which BSNL might become liable in consequence of contesting such claim.

27. LABOUR WELFARE

- a) In every case in which by virtue of the provisions of the contract labor (Regulation and Abolition Act and of the Contract Labor (Regulation and Abolition) Central Rules 1971. Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules, under PWD, or under the C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by the Government from time to time for the protection of health and sanitary arrangements for workers employed by C.P.W.D. Contractors, BSNL will recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the government under the Contract Labour (Regulation and abolition) Act, BSNL shall be at liberty to recover such amount or any part thereof, by deducting it from the security deposit or from any sum due by BSNL to the contractor whether under this agreement or otherwise. BSNL shall not be bound to contest any claim made against it under of the said Act, except on the written request of the Contractor and upon his giving to the BSNL full security for all cost for which BSNL might become liable in contesting such claim.
- b) The Contractor shall obtain a valid license under the contact labour (R&A) Act and the Contract Labour (regulation & Abolition) Central Rules before the commencement of the work, and continue to have a valid license until the completion of the work.
- c) Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.
- d) No labourer below the age of eighteen years shall be employed on the work.

30. COMPENSATION FOR DELAY

- (a) a) The time allowed for carrying out the work as entered in the work order schedule shall be strictly observed by the contractor .The work shall throughout the stipulated period of the Contract be proceeding with all due diligence and the Contractor shall pay as compensation in the form of **liquidated damages of an amount equal to 1% of the amount of the work awarded** for each **day** of delay or part thereof **for 10 days** , and thereafter at the rate of **1.5 %** for each **day for next 10 days subject to maximum up to 25 % of the amount of the work awarded.**
- b) On any date the compensation payable as above reaches 25% of the estimated cost of the work, the Contractor should proceed with the **work further only on getting a written instruction from Sr.GM (NWO-CM) that, he is allowed to proceed further with the work.** It will be in the discretion of the Sr.GM(NWO-CM) to allow the Contractor to continue with the work on the basis of any written agreement reached between the Contractor and the Sr.GM(NWO-CM)/Divisional Engineer one of the conditions of such agreement may be a stipulation for the contractor to agree for realization of compensation Sr.GM(NWO-CM) for delay at higher rate as may be approved by competent authority and agreed between the Divisional Engineer and the Contractor.
- c) However, in a particular case, if the Sr.GM (NWO-CM) is satisfied based on the facts and circumstances of the case and all based on written representation that the contractor may make in this regard that the slow progress was due to the reasons beyond the control of the Contractor and for reasons not attributable directly or indirectly to contractor, the Sr.GM (NWO-CM) may have discretion to waive the realization of compensation for delay. Whenever such a decision has been taken, the Contractor should ensure that the Sr.GM (NWO-CM) has actually taken such a decision and it has been communicated to the Contractor in writing before proceeding further with the work.
- d) If after awarding the work, the work has not been commenced within 15 days of the award of the work, the Security Deposit will stand forfeited to the BSNL if so desired by Divisional-Engineer-in-Charge.
- e). If after commencement of the work, the contract is terminated for slow progress, in addition to recovery of compensation for delay the full security deposit shall also be forfeited to the BSNL if so desired by Divisional-Engineer-in-Charge.

31. EXTENSION OF TIME LIMIT

- a) It will be the discretion of the Divisional Engineer to revise or modify or extend the time limits specified for the total work awarded to the Contractor or to further specify the quantum of work to be completed a specified period, provided a written request has been received from the contractor explaining the reasons for which such extension of time is asked for, the Divisional Engineer in the particular case is convinced and satisfied that, such extension or revision modification is in the interest of the BSNL. In such cases, payment of liquidated damages as compensation, for delay becomes liable based on such revised or modified or extended time limits and the conditions under which such extension or modification or revision has been made.
- b) The fact that the time schedule has been altered at a certain stage of the work on a request from the Contractor as mentioned in the preceding paragraph does not imply that, whatever liquidated damages have accrued up to the date of such revision is not realizable from the Contractor.
- c) The Divisional Engineer while revising the time schedule may further specify and make it one of the conditions for such modification of the time schedule that, the contractor may be prepared to pay

further liquidated damages for any delay in completion of the work even beyond the periods specified in the modified time schedule.

- d) In case of slow progress of the work in a section which has been awarded to a particular contractor and the public interest does not permit extension of time limit for completion of the work, the divisional engineer will have the full right to order that the scope of the contract may be restricted to such fraction of the work and award that balance of the work to any other contractor or to execute the work by the company, as is convenient or expedient to the BSNL.
- e) In such an event no compensation shall be payable by the BSNL to the contractor towards any inconvenience or loss that he may be subjected to as a result of such an action by the BSNL.

32. SITE INVESTIGATIONS AND REPRESENTATION

- a) The contractor shall satisfy himself as to the nature and locations of the general and local conditions particularly those bearing upon transportation, handling and storage of materials, availability of labour, water, power and roads and uncertainties of weather, river stages or similar physical conditions at the site, the confirmation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the execution of the work and all other matter which can in any way effect the work or the cost there under this contract. The contractor shall further satisfy as to the character, quality of surface and sub-surface materials any sub-surface structures to be encountered.
- b) The contractor shall investigate fully all hazards and safeguard against them and the contractor must provide for the protection of persons, animals and property.
- a) Any failure by the contractor to do so shall not relieve him of responsibility for estimating properly the difficult or cost of completely and satisfactorily performing the contract work.
- d) The BSNL assumes no representations made by any of its officers or agents or servants prior to the execution of the contract, and all previous negotiations and understandings are hereby canceled.

33. STORES SUPPLIED BY BSNL:

- a) All materials supplied to the contractors by the BSNL shall remain the absolute property of BSNL and shall not be removed from the site of the work except for use in the work and shall be at all times open to inspection by the engineer-in-charge. In case, the materials like pipes 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 material remaining unused at the time of the abandonment, completion and determination of the contract shall be returned to the engineer-in-charge at the place directed by him.
- b) 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 a company, of the passing of any resolution, or in the event of the contractor failing to comply with any of the conditions herein specified, the Divisional Engineer shall have the power to terminate the contract without previous notice.
- c) Contractors legal heirs/representatives shall not without the consent in writing of the divisional engineer, have the right to continue perform the duties or engagements of the contractor or under the contract, in case of his death. In the event of the contractor with the consent of divisional engineer, transferring his business, and in the event of the contractor being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, 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

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person of company, shall not continue to perform the duties or engagements of the contractor under this contract and be subject to his liabilities there under.

34. WORK EXECUTION

- The bidder should familiarize himself fully with the job before quoting the rates.
- (i) The material used by the bidder should be of standard make as per latest specification. The components found to be of inferior quality and not being according to the specification will be rejected at the cost of bidder.
 - (ii) The bidder shall repair all types of Modules at their premises/repair center as per mutual convenience. The modules are to be collected and delivered back after repair, to the concerned power plant in charge at bidder's own cost.
 - (iii) All the works are to be carried out as per company specification and to entire satisfaction of DET/SDE in-charge of the unit.
 - (iv) The bidder shall have to arrange all tools etc. required during maintenance/service. No such material shall be supplied by BSNL.
 - (v) No skilled/Unskilled staff shall be provided to the bidder for carrying maintenance/servicing.
 - (vi) The work will commence after getting the site clearance certificate from the company and on issue of work order by Divisional Engineer.

35. PRICE VARIATION

The BSNL shall not be responsible for any escalation on prices of labour or materials machinery, equipments etc. What-so-ever or any increase in duties, levies or taxes on respect there of what-so-ever and the Contractors rates and Contractors obligation shall remain unaffected by such escalation and/or increase.

36. FORCE MAJEURE

- a) In the event of either party being rendered unable by force measure to perform this contract, then the obligation of the party affected by such force measure shall be suspended for the whole period during which such case lasts and until normal operations are resumed and when such cause end, The execution of this Contractor must be measure with all responsible dispatch. Should the execution of this contract be suspended by force measures then a corresponding extension of the completion date shall be automatically granted. The occurrence of a cause of force measure, however, shall not relieve the government and its obligations to make payments in the Contractor for the work satisfactorily executed prior thereto. The term force measure as employed herein shall mean Act of God, war declared undeclared, hostilities, enemy actions, revolts, riots, legal lockouts, and illegal strikes, tidal waves, forest fires, major floods, explosions, earth quakes, epidemics, sabotage, extra ordinary act and regulations of central or state BSNL or municipal bodies.
- b) Upon the occurrence of such cause and its termination, the party rendered unable as aforesaid shall notify the other party in writing within 72 hrs of the beginning and ending dates, giving full particulars and evidence, if required.

37. PAYMENTS

- a) The contractor shall submit bill on completion of the work based on the verification by site –in-charge and DET –In-charge and certificate that these modules are not under warranty.
- b) Income tax at the prevailing rates with applicable surcharge & education cess for which the bill has been passed will be deducted as tax at source, under relevant INCOME TAX Rules. However, if any new legislation comes into effect for deduction of tax at source at any other rate, deduction will be made at that rate. Necessary Income tax Deduction certificate will be issued by Accounts Officer (Claim), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar detailing the amount so deducted as tax at source at the time of payment of each bill.

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

- c) WCT/VAT as applicable will be deducted.
- d) The bills are to be submitted in DUPLICATE and in the manner and form that may be prescribed by the Sr.GM(NWO-CM), Odisha Circle. Payments will be made only by Account Payee cheque /NEFT /RTGS on any Nationalized/Schedule Bank. The contractor has to intimate his bank account number and branch details for issuing the cheque.
- e) Any liquidated damages due shall also be recoverable from the bills submitted for payment, by the aforesaid officers.
- f) The Sr.GM (NWO-CM) will have right to recover liquidated damages for delay or slow progress of the work from the bills submitted for payment.
- g) The Security Deposit/PBG shall be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of account.
- i) The final settlement of the bills and refund adjustment/appropriation of any amount retained, the contractor shall be made fully free after the Sr.GM(NWO-CM), Odisha Circle is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the contractor on any account.
- j) **The bill shall have to be submitted by the contractor within one month maximum up to three month of the date of completion. Total price of the billed amount will be paid after successful completion of work with separate certificate, eg . Completion of work mentioning date of completion from field Divisional Engineer (CMTS) concerned. Bill submitted after three months will not be normally entertained.**
- k) Any defect noticed during six month of completion of the work has to be attended by the contractor without any extra payment. The PBG will be refunded after termination of the contract period and getting a no objection certificate from the concerned DE.
- l) The contractor shall be required to correct all defects reported by Engineer in-charge. Further on neglect on the part of the Divisional Engineer or his representative, to confirm or reject inferior work, notwithstanding, final acceptance of the work or any part thereof by the company/the Divisional Engineer/Engineer in-charge or his representative shall not be construed to imply the acceptance of such work. The provisions of this clause shall not in any way affect or limit the contractor's liability under the undertakings and guarantee contained in the contract document.

38. TERMINATION OF CONTRACT

- a) The CGMT, Odisha Circle Bhubaneswar has the right to terminate the contract either partly or fully at any stage without assigning any reason by giving 30 days notice in writing to that effect and shall not be liable to pay any compensation to the contractor thereof.
- b) In the event of contractor failing to execute the contract to the satisfaction of CHIEF GENERAL MANAGER, Bhubaneswar he shall have the right (i) to reject or/and with hold payment for such quantity of work till such time the defect is rectified (ii) to terminate the contract as per Clause-38 (a) above.
- c) In case of death of contractor during the period of contract, CGMT, Odisha Circle, Bhubaneswar may at his discretion either immediately terminate the agreement or may consider the surviving partner/legal heir of the contractor to complete the contract as per the original agreement.

39. DISPUTES AND ARBITRATION

- a) All disputes arising between the contractor and the divisional engineer out of this contract shall be referred to the sole arbitration of C.G.M.T., Odisha Telecom Circle, Bhubaneswar.
- b) In case parties are unable to reach a settlement by themselves the dispute should be submitted for arbitration in accordance with contract agreement.
- c) There should not be a joint submission with the contractor to the sole arbitrator.
- d) Each party should submit its own claim separately and may oppose the claim put forward by the other party.
- e) The onus of establishing his claim will be left to the contractor.
- f) His claim will be firmly resisted by utilizing all the evidence available with the BSNL.

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

- g) Once a claim has been included in the submission by the contractor, a retraction or modification thereof will be opposed.
- h) The "Points of Defence" will be based on actual conditions of the contract.
- i) The question whether these conditions are equitable shall not receive any consideration in the preparation of Defence"
- j) Claims in the nature of extra payments shall not be entertained by the Arbitrator, as these are not contractual.
- k) If the Contractor includes such claims in his submission, the act that they are not contra will be prominently placed before the Arbitration.
- l) In case the amount involved is heavy, the Sr.GM(NWO-CM), Odisha Circle may be within his rights to conduct the Defense by the BSNL Pleader.
- m) The award of the Sole Arbitrator shall be final and binding on the parties to the dispute.
- n) Any defect noticed during one year of completion of the work will have to be attended by the contractor without any additional cost.

40. GENERAL

- 01. The tenders shall be evaluated by a committee to be appointed by the CGMT Odisha Circle, Bhubaneswar.
 - i) The CGMT Odisha Circle, Bhubaneswar 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.
 - ii) If there is discrepancy between words and figures, the amount in words shall prevail. If the contractor does not accept the correction of errors, his bid shall be rejected.
 - iii) A bid, determined as substantially non-responsive will be rejected by the CGMT Odisha Circle, Bhubaneswar and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
 - iv) The CGMT Odisha Circle, Bhubaneswar 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 the bidder.
 - v) The tender shall be evaluated based on the rates quoted in financial bid on the basis of overall lowest bidder for total work. In case of more than one bidder at the same lowest rates, the bidder who has got more experience shall be preferred over others.
 - vi) The CGMT Odisha Circle, Bhubaneswar shall not be responsible for any escalation in prices of labour or materials, machinery, equipment, etc. whatsoever or any increase in any duties, levies, or taxes in respect thereof whatsoever and the contractor rates and contractor's obligation shall remain unaffected by such escalation and/or increase.
- 02. The CGMT Odisha Circle, Bhubaneswar reserves the right to reject one or all the tenders without assigning any reason thereof.
- 03. The CGMT Odisha Circle, Bhubaneswar reserves the right to cancel/reject any tender if the same is found to be containing any false/fabricated document/statement. Original of all documents shall be produced, if required, at the time of purchase of tender documents for scrutiny without which documents will not be issued.
- 04. The CGMT Odisha Circle, Bhubaneswar reserves the right to apportion the total work amongst a number of contractors at the approved rates and on uniform terms and conditions.
- 05. Transportation of labour from the site to another site from one area to other areas will be the responsibility of the contractor.
- 06. All tools and tackles for the work shall be provided by the contractor.

07. The CGMT Odisha Circle, Bhubaneswar will not be responsible to provide residential accommodation to the labourers employed by the contractor. All arrangement in this regard will be the responsibility of the contractor.
08. The CGMT Odisha Circle, Bhubaneswar reserves the right to increase or decrease or delete the scope of the work without assigning any reasons.
09. Conditional and incomplete tenders are liable for rejection.
10. Tender without EMD & Tender Paper cost will summarily be rejected.
11. The CGMT Odisha Circle, Bhubaneswar will not be responsible for any misprinting by the newspaper concerned. Bidders are to contact the tendering authority and verify the facts in case of confusion.
12. Issue of tender document does not automatically mean that the bidder is qualified for the award of the contract. These will be reviewed and examined during the evaluation of the bid.
13. The CGMT Odisha Circle, Bhubaneswar is not bound to accept the lowest tender.
14. The CGMT Odisha Circle, Bhubaneswar is not responsible for non-receipt/late receipt and loss of tender documents.
15. In case of any dispute arising out of the contract between the two contracting parties, the decision of the CGMT Odisha Circle, Bhubaneswar shall be final and binding.

41 Fall Clause

- 41.1 The prices once fixed will remain valid during the scheduled delivery /Service period. 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.
- 41.2 The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of its performance security.
- 41.3 The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an **undertaking as "We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/ organization including Department of central/state Government or any central/ state PSU at a price lower than the price chargeable under the contract for scheduled delivery period."**
- 41.4 In case under taking as in Clause 41.3 is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

SECTION-IV

LIST OF FAULTY MODULES & CONTROL PANNELS OF POWER -PLANTS
AT NBSNL BTS SITES OF ODISHA TELECOM CIRCLE

SLNO	SSA	PP MODULE REPAIR			PP CONTROL PANEL REPAIR		
		25(7+1)	50(3+1)	100(3+1)	25(7+1)	50(3+1)	100(3+1)
1	Balasore						
2	Bhubaneswar						
3	Baripada						
4	Berhampur						
5	Bolangir						
6	Bhawanipatna						
7	Cuttack						
8	Dhenkanal						
9	Keonjhar						
10	Koraput						
11	Phulbani						
12	Rourkela						
13	Sambalpur						
	TOTAL during 2 (two) years period	66	27	157	5	10	37

Note: No. of Power plant Modules and Control Panels may vary depending upon the local situation.

SPECIAL TERMS & CONDITIONS FOR REPAIRING OF PP MODULES AND IT'S CONTROL PANEL

1. ELTEK make of Power plant Modules and control panels of 25A/50A/100A of SMPS Power Plants shall be covered under the contract for repairs.
2. Only faulty serviceable modules will be offered for repairs by respective JTO/SDE/DE of CMTS Unit.
3. Qualified bidder will not declare more than 3 % of modules in a year as RNP (Repairing Not Possible), out of the modules taken over for repairs excluding PCB burnt case otherwise Penalty will be recovered from contractor's bill/security or Contractor shall replace the module free of Cost.
4. Penalty will be equal to double of the repairing cost of module declared as RNP, beyond permissible limit of 3%.
5. The modules shall be repaired by the contractor at concerned DE CMTS Offices of SSA Head quarter only. Again the Modules shall be repaired by SDE (CMTS) (Office) Hq where DE(CMTS) office is not available. The vendor should keep some spare parts with him. Entries shall be made in the Log Book maintained with the Nodal officer.
6. Modules will be repaired within 15 days from the date of offering of modules for repairs.
7. Liquidated damage charges @1% of value of the delayed work per 10 days and 1.5 percent for next 10 days subject to maximum of 25% of the total contract value against any specific work order shall be recovered from the bills of the bidder for delay in repairs beyond the period specified as per clause-6 above.
8. The faulty modules will be received by the approved bidder from the respective JTO/SDE/DE of CMTS unit after physical verification of modules.
9. The concerned JTOs/SDEs will maintain a register/history sheet showing module no., date of fault,

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

date of repair, date of warranty etc. Necessary certificate will be given while forwarding the bills to Nodal officer.

10. Contractor shall give minimum guarantee of six months for the repaired modules from the date of repair. The approved bidder will affix guarantee slip with S. No. , Lot No. and date of repair on each repaired Module with his signatures. He shall carry out free repairs, if any, within the guarantee period.
11. After repairs, the bidder shall handover the repaired modules to the respective JTO/SDE/DE of CMTS unit. The In charge of Power Plant shall further make necessary entries in the stock registers for the repaired SMPS Modules received from the bidder, test the same and give certificate.
12. The bidder will be responsible for any loss/damage caused to the modules during the period of his custody and cost of loss/damage will be recovered from the contractor's bills. Decision of CGMT,BSNL Odisha Circle, Bhubaneswar shall be final and acceptable to the contractor.
13. The rates quoted should be inclusive of all taxes, cost of spare parts, labour, transport charges etc. No extra payment will be made except Service Tax, which will be paid extra at the prevalent rates.
14. The contractor shall deploy trained staffs fully conversant with the repairs of modules of 25A /50A/100A of SMPS Power Plants. Frequent change of service personnel should be avoided.
14. No transportation, packing, handling charges etc. shall be given to the approved bidder separately.
15. The reconciliation of RNP modules will be done in every three months and penalty if any will be deducted from the approved bidder accordingly.
16. **Payment of Bill:**
 - (i) The payment will be made within 30 days of submission of bills complete in all respect in r/o repaired modules/control panels of 25A/50A/100A of SMPS type P/P duly checked & accepted by the DE /SDEs concerned. The bill should be accompanied by the proof of submission of GST of previous month bill.
 - (ii) All payments are subject to production of proper bills in duplicate [duly certified by JTO/SDE & Counter signed by DE (CMTS) concerned] by the approved contractor after observing usual BSNL procedure. Payment will be made by AO (Claim), O/o CGMT Bhubaneswar by A/c payee cheque or NEFT only in the name of the approved contractor.
 - (iii) The BSNL reserves the right to get the faulty modules and control panels of 25A/50A/100A of SMPS PP repaired by its own maintenance staff and contractor shall have no objection to such repairs and shall not place any claim with the BSNL on this account.
17. If the approved contractor refuses to accept the work order for execution of any specified work, the department reserves the right to get the work done by other agencies even with the higher rate and difference of the cost will be deducted from the approved bidder's pending bill/security deposit.
18. ***The approved contractor or his labour or staffs will not claim any appointment temporary or permanent in BSNL whatsoever. The contractor must comply & abide by all the labour laws, statutory laws and provisions as applicable from time to time.***
19. The CGMT Odisha, Bhubaneswar reserves the right to suspend any schedule item/items temporarily or permanently.
20. CGMT Odisha, Bhubaneswar shall have powers to make any alterations, modifications, additions to or any substitution for the original specification and instructions that may appear to him be necessary during the progress of work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the CGMT,BSNL Odisha, Bhubaneswar or any subordinate officer and such alternation, modifications, addition or substitution, shall not invalidate the contract. Any altered, additional or substituted work, which the bidder may be directed to do in the manner specified above as part of the work, shall be carried out by him on the same condition in all respect in which he agreed to do the main work.
21. CGMT,BSNL Odisha, Bhubaneswar also reserves the right to divert any contractor anywhere throughout the CMTS unit where found necessary at existing approved rates.
22. The offer when accepted will constitute a binding contract upon the bidder to supply the goods/services on demand or within the period prescribed by this office or its subordinate units in the written orders placed in this regard.
23. No extra charges such as Octroi and Transportation etc will be paid to the contractor by BSNL.

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

23. The material/spare parts to be replaced should be of as per the specification already working in the power plant. The material of any other specification will not be accepted.
24. The material/spare parts that are found to be of inferior quality or not being according to the Specifications will be rejected at the cost of supplier.
25. All the items/spares purchased for replacement will be shown to Nodal officer before carrying out the work.
26. Components damaged by the contractor or his worker due to negligence or mishandling or due to unskilled working will have to be replaced by the contractor free of cost.
27. The accepted rates will be operative for Two years from the date of agreement. The CGMT,BSNL Odisha, Bhubaneswar may extend or reduce the period if necessary as per administrative convenience.
28. The jurisdiction of the civil court shall be at the Head Quarter of the CGMT,BSNL Odisha, Bhubaneswar.

BSNL reserves the right to carry out the work in part or in full departmentally or through any other contractor. BSNL also reserves the right to appoint one or more contractors for this

SECTION-V
BID FORM

Tender No.

Dated.

To

**The 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 execute the work, Erection of repairing of Power plant Modules in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this bid.
2. If our Bid is accepted, we will obtain the guarantee of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
3. We agree to abide by this Bid for a period of **150 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
4. Until a formal Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.

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

Signature of Authorized Signatory.....

In Capacity of

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

Witness:

Signature.....

Address.....

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

SECTION-VI
TECHNICAL BID/CHECK LIST

S/ N	Details of Documents to be scanned and to be uploaded in M/s ITI Ltd's e-tender portal for BSNL.	Uploaded- "Yes/No/ NA"
1	Self attested photo copy of A/c Payee Demand Draft / Banker's Cheque towards Cost of Tender Paper fee worth Rs 590/-(Rupees Five hundred twenty five) only in favour of A.O(A&P),BSNL, O/o CGMT, Odisha Circle, Bhubaneswar payable at Bhubaneswar. <i>Note-The tender paper fee shall not be applicable to MSE bidders on production of requisite proof in respect of valid certification from MSME for the tendered item.(self attested photo copy of valid certificate from MSME for the tendered item should be uploaded to claim exemption on tender paper fee).</i>	
2	Self attested photo copy of A/c Payee Demand Draft / Banker's Cheque or Bank Guarantee towards EMD/Bid security for Rs.47,600/-(Rupees Forty-seven thousand six hundred) only in favour of A.O(A&P),BSNL, O/o CGMT, Odisha Circle, Bhubaneswar payable at Bhubaneswar. <i>Note-The MSE units shall be exempted from submission of EMD/Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item. .(self attested photo copy of valid certificate from MSME for the tendered item should be uploaded to claim exemption on EMD/Bid security).</i>	
3	Self-Attested Photo copy of valid contractor registration/license. The bidder should be an Individual contractor/ Proprietorship Firm/ Partnership Firm/Company under Indian Company Act 1956 or Original Equipment Manufacturer. (Necessary proof should be given).	
	a)) Individual contractor: The bidder should submit Valid Registration Certificate as Individual contractor issued by any State/Central Government Authority.	
	b) Proprietorship Firm: The bidder should submit an Affidavit describing that he is the sole proprietor of the said Proprietorship firm which is executed on a non-judicial stamp paper of appropriate value as prevailing in the respective states (s) and the same be attested by a Notary Public or registered before Sub-Registrar of the state(s) concerned. The proprietorship firm should also be registered by any State/Central Government Authority as a valid contractor	
	c) Partnership Firm: The bidder should submit a certificate of registration for the firm registered under Indian partnership Act'1932 and its subsequent amendments. The bidder should also submit the copy of partnership deed.	
	d) Company under Indian Company Act 1956: In case of a company registered under Indian Companies Act, 1956, the bidder should submit Certificate of Incorporation, Article or Memorandum of Association along with List of all Directors including their name(s), Director Identification Number(s) (DIN) and addresses along with contact mobile/telephone numbers of office and residence.	
5	Self-attested copy of "Power of Attorney" in case of person other than the bidder has signed the tender document. (It should be executed after the NIT date)	
6	Self-attested Photo copy of PAN Card. In case of individual/proprietor ship PAN should be in the Individual's name and in case of firm/partnership the PAN in firm's name.	
7	Self-attested Photo copy Income Tax return for the Assessment Year 2017-18.	
8	Self-Attested Photo copy of GST (Goods & Services Tax) registration certificate.	
9	Self-Attested Photo copy of Experience certificate as per NIT at Section-I.	
10	Self-Attested Photo copy of Turnover certificate as per NIT at Section-I.	
11	Self-Attested copy of Bid form (duly filled, signed and sealed) as per Section-V.	
12	Self-Attested copy of Undertaking & declaration as per section-VIII. (duly filled , signed and sealed)	

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

13	The bidder should submit undertaking(s) to the effect that none of their relatives are working in BSNL as per the format in Section-XII. (duly filled , signed and sealed) Note- In case of proprietorship firm, certificate will be given by the proprietor, for partnership firm the certificate will be given by all the partners and in case of Private Ltd. Company, by all the directors of the company.	
14	Self Attested copy of Information Sheet as per section-XIII. (duly filled , signed and sealed)	
15	Self Attested copy of Clause by clause compliance as per Section-XV (duly filled, signed and sealed).	
16	Self Attested copy of Declaration of Downloading and Non - tampering of tender document as per Section-XVI (duly filled , signed and sealed).	
17	All the pages of the Tender document (dully filled where required) signed by the bidder on all pages with seal and uploaded.	

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

SECTION-VII

FINANCIAL BID / PRICE SCHEDULE
(RATE SHEET)*(To be duly filled on-line in the excel sheet (Fin. bid template) by the bidder)*

To,

The Chief General Manager, BSNL,
Odisha Circle, Bhubaneswar**Sub: Our Fin. Bid for REPAIRING OF ELTEK MAKE FAULTY POWER PLANT MODULES LOCATED AT MOBILE BTS SITES IN ODISHA TELECOM CIRCLE****REF: NIT No.S-39.2/CMTS/TENDER/PP Repair-ELTEK/2018-19/4 Dt 27-08-2018**

Dear Sir,

Having examined the bid documents, terms and conditions stipulated therein, specifications of works, we the undersigned offer to repair ELTEK MAKE FAULTY POWER PLANT MODULES LOCATED AT MOBILE BTS SITES IN ODISHA TELECOM CIRCLE on the Rates quoted as under.

A ELTEK MAKE 25(7+1) POWER PLANT				
SL NO	Description	Quoted Price per Unit (in Rs)	QTY (No.)	Amount (in Rs.)
1	PP Module Repairing Charges	Rate is to be quoted here	66	
TOTAL (A)				
B ELTEK MAKE 50(3+1) PP				
SL NO	Description	Quoted Price per Unit (in Rs)	QTY (No.)	Amount (in Rs.)
1	PP Module Repairing Charges	Rate is to be quoted here	27	
TOTAL (B)				
C ELTEK MAKE 100(3+1) POWER PLANT				
SL NO	Description	Quoted Price per Unit (in Rs)	QTY (No.)	Amount (in Rs.)
1	PP Module Repairing Charges	Rate is to be quoted here	157	
TOTAL (C)				
D CONTROL PANEL OF ELTEK MAKE 25(7+1) POWER PLANT				
SL NO	Description	Quoted Price per Unit (in Rs)	QTY (No.)	Amount (in Rs.)
1	Control panel repairing rate 25A	Rate is to be quoted here	5	
TOTAL (D)				
E CONTROL PANEL OF ELTEK MAKE 50(3+1) POWER PLANT				
SL NO	Description	Quoted Price per Unit (in Rs)	QTY (No.)	Amount (in Rs.)
1	Control panel repairing rate 50A	Rate is to be quoted here	10	
TOTAL (E)				

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

F CONTROL PANEL OF ELTEK MAKE 100(3+1) POWER PLANT				
SL NO	Description	Quoted Price per Unit (in Rs)	QTY (No.)	Amount (in Rs.)
1	Control panel repairing rate 100A	Rate is to be quoted here	37	
TOTAL (F)				
TOTAL COMPOSITE PRICE =TOTAL (A to F)				

NOTE:

- 1) QUOTED RATES ARE INCLUSIVE OF ALL LEVIES & TAXES , i.e. SALES TAX AND EXCISE, PACKING, FORWARDING, FREIGHT AND INSURANCE CHARGES ETC. BUT EXCLUSIVE OF GST
- 2) LOWEST BIDDER WILL BE DECIDED AS PER TOTAL COMPOSITE PRICE OF FINANCIAL BID.
- 3) GST WILL BE PAID EXTRA WHEREVER APPLICABLE AS PER RATE IN FORCE.

Place:

Signature of bidder

Date:

Name:

SECTION-VIII
UNDERTAKING & DECLARATION

I ,the bidder 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 **THREE**
YEARS from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

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

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

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-X

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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>

Alternate Representative

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

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

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

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

Signature of the 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

(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 three consecutive years. Copies of such work orders along with certificate of satisfactory performance to be attached.

Place.....

Signature.....

Date

Name.....

Signature of bidder

SECTION-XIV **AGREEMENT**

The agreement made on this **day of 2018** between the “**Chief General Manager, BSNL, Odisha Telecom Circle, Bhubaneswar**”, herein after called the “**BSNL**” (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the **ONE PART** and “.....” herein after called the “**CONTRACTOR**” (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) on the **OTHER PART**.

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

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

Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows:-

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

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

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

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

NAME OF WORK	Performance Security details.
"..... as per terms and conditions of tender.	Bank Guarantee for Rs/- (Rupees), Issued by on dt vide no. valid up to, In favour of A.O (A&P),BSNL,O/o the CGMT, Odisha Circle, Bhubaneswar.

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

Signed sealed Delivered by the above named contractor

Signed sealed Delivered on behalf of BSNL

IN PRESENCE OF WITNESS

1. SIGNATURE :
 NAME :
 ADDRESS :

1. SIGNATURE :
 NAME :
 ADDRESS :

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

SECTION-XV
DECLARATION ON CLAUSE BY CLAUSE COMPLIANCE

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

Section-XVI

Declaration of Downloading 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 no addition/deletion/correction has been made in the proforma downloaded. I also declare that I have enclosed a DD/BC 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.

I,.....(authorized signatory) hereby declare that the tender document submitted has been obtained from the office of CHIEF GENERAL MANAGER,, BSNL Bhubaneswar / downloaded from the website “ [http ://www .odisha.bsnl.co.in](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