



Bharat Sanchar Nigam Ltd.

**O/o Chief General Manager, Odisha Telecom Circle
BSNL Bhawan, Unit-II, Ashok Nagar, Bhubaneswar-751009**

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

NIT No.S-31.2/CMTS/TENDER/BTS UPKEEPING/2019-20/3 Dt.31-07-2019

NAME OF WORK:

Up-keeping and maintenance of NBSNL BTS sites of Bhubaneswar, Balasore, Baripada, Berhampur, Bhawanipatna, Bolangir, Cuttack, Dhenkanal, Koraput, Keonjhar, Phulbani, Rourkela and Sambalpur SSA in Odisha.

Submission of e-Tender: - Up to 14:30 Hrs of 23-08-2019

Date/Time of Tender Opening (Technical Bid):- 15:00 Hrs of 23-08-2019

No. of zones: 9(NINE)

[A bidder is allowed to participate maximum in any two zones out of nine.]

PLEASE VISIT US AT

www.odisha.bsnl.co.in

www.tenderwizard.com/BSNL , <https://eprocure.gov.in/cppp/>

Cost of Tender Paper: Rs.1180/- (including GST 18%) for each zone.

CONTENTS

<u>SECTION</u>	<u>TOPIC</u>	<u>PAGE NO.</u>
SECTION I	NOTICE INVITING TENDER	-03
SECTION II	INSTRUCTION TO BIDDERS	-07
	A. INTRODUCTION.	
	B. THE BID DOCUMENT.	
	C. PREPARATION OF BIDS.	
	D. SUBMISSION OF BIDS.	
	E. BID OPENING & EVALUATION.	
	F. AWARD OF CONTRACT.	
SECTION- III	CONDITIONS OF CONTRACT	-30
SECTION-IV	SCOPE, SPECIFICATION & JOB DESCRIPTION	-56
SECTION- V	BID FORM	-62
SECTION- VI	TECHNICAL BID	-63
SECTION- VII	FINANCIAL BID (RATE SHEET)	-65
SECTION- VIII	UNDERTAKING & DECLARATION	-66
SECTION- IX	PERFORMANCE SECURITY GUARANTEE (BOND FORM)	-67
SECTION- X	LETTER OF AUTHORISATION TO ATTEND BID OPENING	-69
SECTION- XI	EMD/BID SECURITY FORM	-70
SECTION- XII	PROFORMA FOR NO NEAR RELATIVE(S) CERTIFICATE WORKING IN BSNL.	-71
SECTION- XIII	BIDDER'S PROFILE & QUESTIONNAIRE	-72
SECTION- XIV	DECLARATION REGARDING BLACKLISTING	-74
SECTION- XV	DECLARATION ON CLAUSE BY CLAUSE COMPLIANCE	-75
SECTION- XVI	DECLARATION OF DOWNLOADING & NON-TAMPERING OF TENDER DOCUMENT	-76
SECTION-XVII	GUIDELINES FOR TAKING ACTION AGAINST VENDORS WHO DEFAULT	-77
ANNEXURE-I	DATA SHEET WITH CLAIM OF BILL	-55
ANNEXURE-II	INFORMATION OF DEPLOYED PERSONNEL & CLUSTER CO-ORDINATOR	-56

Read, understood , complied & agreed

Signature and seal of Bidder

SECTION-I

Office of the Chief General Manager Odisha Telecom Circle, BSNL Bhawan, Unit-2, Ashok Nagar, Bhubaneswar-751009 (CMTS UNIT) Tel.No. 0674-2504700 FAX No. 0674-2502220	 BSNL 3G Faster than your thoughts	भारत संचार निगम लिमिटेड (भारत सरकार का उपक्रम) BHARAT SANCHAR NIGAM LIMITED (A Govt. of India Enterprise)
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No. S-31.2/CMTS/TENDER/BTS UPKEEPING/2019-20/3 Dated at Bhubaneswar 31-07-2019

NOTICE INVITING E-TENDER

Digitally sealed e-tenders on two bid system are invited by the CGM, BSNL, Odisha Telecom Circle, Bhubaneswar from bonafide and experienced firms/contractors for carrying out Up-keeping and maintenance of NBSNL BTS sites of Bhubaneswar, Balasore, Baripada, Berhampur, Bhawanipatna, Bolangir, Cuttack, Dhenkanal, Koraput, Keonjhar, Phulbani, Rourkela and Sambalpur SSA in Odisha Telecom Circle.

TABLE-I : NIT & Eligibility Criteria Document Details:-

Sl. No.	Description	: NIT No. S-31.2/CMTS/TENDER/BTS UPKEEPING/2019-20/3 Dt.31-07-2019 Name of the work :- Up-keeping and maintenance of NBSNL BTS sites of Bhubaneswar, Balasore, Baripada, Berhampur, Bhawanipatna, Bolangir, Cuttack, Dhenkanal, Koraput, Keonjhar, Phulbani, Rourkela and Sambalpur SSA in Odisha.				
01	Zone wise details of Estimated Cost, EMD, Tender paper cost etc.	Zone No.	SSA	Approximate Annual Estimated Cost (Rs)	EMD/ BID security (Rs)	Tender Paper Cost including 18% GST (Rs)
		1	BHUBANESWAR	96,02,133	1,92,043	1180
		2	CUTTACK	84,95,616	1,69,912	1180
		3	ROURKELA	70,26,343	1,40,527	1180
		4	SAMBALPUR	55,63,388	1,11,268	1180
		5	KEONJHAR	50,74,831	1,01,497	1180
		6	BALASORE & BARIPADA	60,00,192	1,20,004	1180
		7	KORAPUT & PHULBANI	59,12,813	1,18,256	1180
		8	BOLANGIR & BERHAMPUR	55,34,238	1,10,685	1180
		9	BHAWANIPATNA & DHENKANAL	58,25,450	1,16,509	1180
02	Cost of Tender Paper	: Please refer above for Cost of Tender Paper (Non-refundable) for each zone. The cost of tender paper should be submitted in shape of Account payee Demand Draft/Banker's Cheque 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 Circle, Bhubaneswar" payable at "Bhubaneswar". The scanned copy of the above DD/BC towards cost of				

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		tender document should be uploaded in E-tendering portal of M/s ITI Ltd. The original DD/BC should be dropped in the tender box as described in the tender document.
03	EMD/BID security	: The bidder shall furnish the EMD/Bid security in one of the following ways:- (a) Earnest Money Deposit in shape of Account payee Demand Draft/Bankers Cheque of the respective amount of the zone(s) as mentioned above on any Indian Nationalized / Scheduled Bank in favour of "Accounts Officer (A&P), BSNL, O/o CGMT, Odisha 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 Ltd. The original DD/BC should be dropped in the tender box as described in the tender document. OR (b) Bank Guarantee for the respective amount of the zone(s) as mentioned above issued by any Indian Nationalized/Scheduled Bank in favour of "Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar" valid for minimum 180 days from the tender opening date. {Please refer Section-XI for proforma of Bid Security Bond(BG)}. The scanned copy of the above Bank Guarantee towards EMD/Bid Security should be uploaded in E-tendering portal of M/s ITI Ltd. The original Bank Guarantee should be dropped in the tender box as described in the tender document.
04	Availability of Tender Document	: Tender document can be down loaded from the website: www.odisha.bsnl.co.in following the link-'CMTS' and https://eprocure.gov.in/cppp . 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 31-07-2019 to 23-08-2019. As tenders are invited through e-tendering process, physical copy of the tender document would not be available for sale.
05	Pre-BID Meeting	Preferably on 15:00 hours on 09-08-2019 in Meeting Room, 4th Floor, BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009.
06	Amendment of bid document	Upto 23:00 Hrs of 16-08-2019, however in exigency situation it may be done at any time prior to closing date & time of tender submission.
07	Time and date of E-submission of tender	: Up to 14:30 Hrs of 23-08-2019
08	Time & Date of E-opening of Tender (Technical Bid Only)	: 15:00 Hrs of 23-08-2019. If the date is declared as holiday the opening date will automatically be extended to the next working day at same time, unless otherwise notified.
09	Eligibility Criteria	: The bidder must have the following documents: A The bidder should be an Individual Contractor/Proprietorship Firm/Partnership Firm/Company under Indian Company Act 1956. (Necessary proof should be given). B Cost of tender paper as per requirement. C EMD/Bid Security as per requirement. D Income Tax return for the AY 2018-19. E PAN Card issued by Income Tax Deptt. F Valid Labour License or an undertaking to submit the labour license to carry out "Up-keeping & maintenance of NBSNL BTS sites" within three weeks of signing the agreement. G Valid EPF registration Certificate. H Valid ESI Certificate. I Valid GST registration certificate.

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		J	Experience Certificate of successfully completed the followings works:- Up-keeping & maintenance of BTS, Tower & it's infrastructure/similar nature of work experience in BSNL/MTNL/ITI/TCIL/Central Govt./Central PSU in last financial years 2016-17, 2017-18 & 2018-19, for a minimum total value equal to or more than 35% of the estimated cost of respective zone(s) only issued by an officer not below the equivalent rank of TDM/Dy.GM /SE of BSNL. Note: When a bidder applied for two zones, the total value of work experience should be at least 35% of the sum of estimated costs of the respective two zones. When this criteria will not meet for a bidder, the bid may be rejected for any one or both zones as per decision of the committee for evaluation of tender.
		K	Turn Over certificate from a registered Chartered Accountant firm for the last three Financial Years (i.e. FY 2015-16, 2016-17 & 2017-18) for a total Turnover of at least 150% of the estimated cost of respective zone(s) only. Note: When a bidder applied for two zones, the total value of Turn Over certificate should be at least 150% of the sum of estimated costs of the respective two zones. When this criteria will not meet for a bidder, the bid may be rejected for any one or both zones as per decision of the committee for evaluation of tender.
		L	This clause is deleted.
10	Rejection of Tender	:	Incomplete, ambiguous and Conditional rate, unsealed, late receipt tender will be rejected.

IMPORTANT NOTES:-

- A bidder is allowed to participate maximum in any two zones out of nine zones. L-1 bidder will be decided zone wise. When a bidder applied for three zones, the bid of any one zone will be rejected as per decision of the committee for evaluation of tender or as per decision of tendering authority.**
- The bidder should submit Tender paper cost and EMD for each zone separately to participate in the tender without which the bid will be rejected outright. But he should submit other certificates/documents like Experience certificate, Turn over certificate etc. as mentioned in Section-I, Table-I, Sl.No. 9.**
- Within the tender finalization process or during the period of contract, if any instruction/order will be received from BSNL corporate Office, New Delhi for outsourcing of operation & maintenance activities of passive infra of non-located BTS sites of Odisha Telecom Circle, the tender/contract will be cancelled giving one month notice. The bidder/contractor will not make any objection/dispute on this ground in any court of law.**

NOTES:

- The closure time/date of downloading of tender document (by bidder) from the e-tender portal is 5 minutes before the last time/date of bid submission (i.e the bidder can download the tender document from the e-tender portal www.tenderwizard.com/BSNL **upto 14:25 Hrs of 23-08-2019**).
- The tendering authority reserves the right to accept/reject any or all tenders without assigning any reason thereof or is not bound to accept the lowest tender.
- The quantity /no. of sites stated above or in the tender document are estimated and BSNL reserves the right to vary the quantity to the extent of -25 % to +25 % of specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.
- There is a separate bid form for each section/Zone/Package in the tender documents, which should be filled if the bidder wishes to participate in that section/zone/Package (if applicable).

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The evaluation of the tender as well as allotment of the work will be done section/zone/Package wise.

- v) The tender document can be downloaded from the website through CMTS link of www.odisha.bsnl.co.in or www.tenderwizard.com/BSNL or <https://eprocure.gov.in/cppp> 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 placed in the chamber of **AGM(O&M-CM), O/o CGM, BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009** before **14:30 hrs of 23-08-2019** otherwise the Bid will not be considered.
- vi) 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.
- vii) Intending bidders are requested to register themselves with M/s ITI Ltd 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 e-tender.
- viii) BSNL has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender document would not be sold.
- ix) Place of opening of Tender bids: BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, authorized representatives of bidders can attend the TOE at the Meeting Room, 4th floor, BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009 where BSNL's Tender Opening Officers will conduct Public Online Tender Opening Event (TOE).
- x) Incomplete, ambiguous and conditional tender bids are liable to be rejected.
- xi) The CGM, BSNL, Odisha Telecom Circle, Bhubaneswar reserves the right to accept or reject any or all tender bids without assigning any reason thereof. The CGM, BSNL, Odisha Telecom Circle, Bhubaneswar is not bound to accept the lowest tender.
- xii) The bidder shall furnish a declaration vide Section-XVI 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).
- xiii) In case of any correction/addition/alteration/omission in the tender document, the tender bid shall be rejected summarily.
- xiv) **Tender Information**
- a) Type of Tender : Single stage two bid type e-tender.
- b) Bid Validity Period/Validity of bid offer for acceptance by BSNL: 150 days from the tender opening date (Date of Technical Bid opening).
- c) The bidder should refer Section-VI of this document for details of documents to be scanned and uploaded in the M/s ITI Ltd's e-tender portal for BSNL.

AGM(O&M-CM)
For and on behalf of Chief General Manager,
Odisha Telecom Circle, Bhubaneswar.

Read, understood , complied & agreed

Signature and seal of Bidder

SECTION-II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- (a) "**The Purchaser**" means the Bharat Sanchar Nigam Ltd. (BSNL), Odisha Circle, Bhubaneswar.
- (b) "**The Bidder**" means the individual or firm who participates in this tender and submits its bid.
- (c) "**The Supplier**" or "**The Vendor**" means the individual or firm supplying the goods under the contract.
- (d) "**The Goods**" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (e) "**The Advance Purchase Order**" or "**Letter of Intent**" means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) "**The Purchase Order**" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "**Contract**" appearing in the document.
- (g) "**The Contract Price**" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) "**Validation**" is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- (i) "**Telecom Service Provider**" means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- (j) "**Successful Bidder(s)**" means the bidder(s) to whom work in this tender is awarded.

2. ELIGIBILITY CRITERIA:

- i) The bidder should be an Individual contractor/Proprietorship Firm/Partnership Firm/Company under Indian Company Act 1956. (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

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- 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.
- ii) The bidder should have deposited cost of tender paper and EMD/BID Security as per NIT section-I for the respective zone/zones where participated.
 - iii) The bidder should have PAN Card. In case of proprietorship firm, PAN should be in the Individual's/proprietor's name and in case of company/partnership firm the PAN should be in company/firm's name.
 - iv) The bidder should have Income Tax return for the AY 2018-19.
 - v) The bidder should have Valid GST Registration certificate..
 - vi) The bidder should have valid Labour License or an undertaking to submit the labour license to carry out "Up-keeping & maintenance of NBSNL BTS sites" within three weeks of signing the agreement for any work(s).
 - vii) The bidder should have E.P.F. Registration Certificate.
 - viii) The bidder should have E.S.I. Registration Certificate.
 - ix) The bidder should have GST registration certificate.
 - x) The bidder should have Work Experience Certificate as per section-I, NIT.
 - xi) The bidder should have Turn Over certificate as per section-I, NIT.
 - xii) **It is mandatory to observe that, the bidder has an office or establishment in the state of Odisha for day to day better supervision of the tender works. The detail address of this office or establishment of the bidder in the state of Odisha, is to be provided by the bidder at the time of bid submission in the bidders profile. If there is no such office/establishment in any place in Odisha, his bid will be liable for rejection.**

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.

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B. THE BID DOCUMENTS:

4. BID DOCUMENTS:

- 4.1 The works required, bidding procedures and contract terms are prescribed in the bid documents. The bid documents include:
- a) Notice Inviting Tender.
 - b) Instruction to Bidders.
 - c) Conditions of the Contract.
 - d) Construction, Specification and Job description.
 - e) Bid form.
 - f) Price schedule.
 - g) Undertaking and declaration.
 - h) Performance Security Bond Form.
 - i) Letter of authorization to attend Bid opening.
 - j) Undertaking in respect of non-working of relatives in BSNL.
 - k) Information about bidders.
- 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 by FAX/e-mail 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 **not later than 10(Ten) days prior to the last date for the submission of bids**. Clarifications to these queries by the tendering authority shall be published in the e-tender portal and other websites where the notification of tender was given. **These clarifications in the form of corrigendum or amendments will not be published on any newspapers.**
- 5.2 **Pre-Bid Meeting:** A Pre-Bid Meeting will be held in the Meeting Hall in 4th floor, BSNL Bhawan, Ashok Nagar, Bhubaneswar on **09-08-2019 at 15:00 Hrs**. Willing bidders may participate in above meeting for clarification of any doubt related with the tender.
- 5.3 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount an amendment of relevant clauses of the bid document.

6 AMENDMENT OF BID DOCUMENTS:

- 6.1 At any time, prior to the date for submission of bids, the tendering authority may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 6.2 The amendments shall be notified on websites (BSNL Odisha website <www.odisha.bsnl.co.in> and ITI Webportal for BSNL <www.tenderwizard.com/BSNL>) from BSNL and these amendments will be binding on them. **The amendments will not be published on any newspapers.**

Read, understood , complied & agreed

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- 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(O&M-CM) or SDE(O&M-CM) regarding amendments, if any before uploading of the tender document.

C. PREPARATION OF BIDS:

7. DOCUMENTS COMPRISING THE BID:

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

- i) **TECHNO- COMMERCIAL BID:** Techno-commercial bid shall comprise the following Components:
- a) Documentary evidence established in accordance with Clause 2 and 10 of Section-II that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
 - b) Bid form (Section-V) completed in accordance with Clause 8 of Section-II.
 - c) EMD/Bid Security furnished in accordance with Clause 11.
- ii) **FINANCIAL BID:** Financial bid shall comprise the completed “**FINANCIAL BID/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 & Section-VII respectively.

9. BID PRICES:

- 9.1 **The bidder shall quote the percentage (%) Service charge of SOR or Base price. GST, if any, shall be paid as applicable. The quoted % service charge should not be negative; in such cases the bid may be rejected. The approved service charge amount, as calculated at the time of agreement, shall remain be fixed during entire period of contract including extension period if any.**
- 9.2 **The percentage (%) Service charge quoted by the bidder shall remain be 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 **Any erasures/corrections of price bid should be initialed by the bidder with date.**

Read, understood , complied & agreed

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10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY & QUALIFICATION:

10.1

- i) The bidder should be an Individual contractor/Proprietorship Firm/Partnership Firm/Company under Indian Company Act 1956. (Necessary documentary 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 address(es) along with contact mobile/telephone numbers of office and residence.
- ii) The bidder should submit Original Power of Attorney (which should also be uploaded in e-tender portal) in case of person other than the bidder who has signed the tender document. It should be executed after the NIT date. For details about Power of Attorney please refer clause no.13, section-II of tender document.
- iii) The bidder should have deposited cost of tender paper and EMD/BID Security as per NIT section-I for the respective zone/zones where participated.
- iv) The bidder should submit copy of PAN Card. In case of proprietorship firm, PAN should be in the Individual's/proprietor's name and in case of company/partnership firm the PAN should be in company/firm's name.
- v) The bidder should submit copy of Income Tax return for the AY 2018-19.
- vi) The bidder should have submit copy of GST Registration certificate.
- vii) The bidder should submit copy of valid Labour License or an undertaking to submit the labour license to carry out "Up-keeping & maintenance of NBSNL BTS sites" within three weeks of signing the agreement for any work(s).
- viii) The bidder should submit copy of E.P.F. Registration Certificate.
- ix) The bidder should submit copy of E.S.I. Registration Certificate.
- x) The bidder should submit copy of GST registration certificate.

Read, understood, complied & agreed

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- xi) The bidder submit copy of Work Experience Certificate as per section-I, NIT.
 - xii) The bidder should submit copy of Turn Over certificate as per section-I, NIT.
 - vi) The bidder should submit an undertaking to the effect that none of their near relatives are working in BSNL as per the format in Section-XII. In case of proprietorship firm, certificate will be given by the proprietor, for partnership firm, certificate will be given by all the partners and in case of Private Ltd. Company, by all the directors of the company separately.
 - vii) The bidder should submit declaration executed on non-judicial stamp paper of Rs. 20/- (purchased by the bidder) regarding non-blacklisting / debarring from taking part in government tender by DOT / MTNL / GOVT. DEPT. / PSU as per format given in SECTION-XIV of tender document.
 - viii) The bidder should submit Bid form duly filled as per Section-V of tender document.
 - ix) The bidder should submit Undertaking & declaration duly filled as per section-VIII of tender document.
 - xiii) The bidder should submit Bidders Profile duly filled as per section-XIII of tender document. **It is mandatory to observe that, the bidder has an office or establishment in the state of Odisha for day to day better supervision of the tender works. The detail address of this office or establishment of the bidder in the state of Odisha, is to be provided by the bidder at the time of bid submission in the bidders profile. If there is no such office/establishment in any place in Odisha, his bid will be liable for rejection.**
 - x) The bidder should submit Clause by clause compliance duly filled as per section-XV of tender document.
 - xi) The bidder should submit Declaration for Downloading & Non - tampering of tender document duly filled as per section-XVI of tender document.
 - xii) The bidder should submit Tender document signed by the bidder on all pages with seal.
- 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. The copy of certificates issued by the competent authority duly Self Attested by the bidder.

Note-1) If any one of the above items required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, the tendering authority at it's discretion may call for any clarification regarding the bid documents within a stipulated time period. In case of non compliance of such queries, the bid will out rightly rejected without entertaining further correspondence in this regard. The bidder is fully responsible for authenticity of the document.

Note-2) VERIFICATION OF DOCUMENTS AND CERTIFICATES: The bidder will ensure that all the documents and certificates, including experience/ performance and self certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving

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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.

Note-3) The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self attested by the bidder.

Note-4) All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note-5) All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

Note-6) The bidder should submit Tender paper cost and EMD for each zone separately to participate in the tender without which the bid will be rejected outright. But he may submit other certificates/documents like Experience certificate, Turn over certificate, etc. as mentioned in Section-I, Table-I, Sl.No. 9.

11. EMD/BID SECURITY:

11.1

- i) EMD/BID Security shall be paid as mentioned in NIT section-I, should be submitted in the form of an account payee Bank Draft/Banker's Cheque drawn on any Indian Nationalized/Schedule Bank payable at Bhubaneswar in favour of "**Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Circle, Bhubaneswar**" along with the tender document. EMD may also be submitted in the shape of Bank Guarantee for the required amount from any Indian Nationalized/Scheduled Bank in favour of "**Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar**" valid for minimum 180 days from the tender opening date.{Please refer Section-XI for proforma of Bid Security Bond(BG)}. The EMD/BID Security is required to protect the company against the risk of bidder's conduct, which would warrant the security forfeiture.
- ii) A bid not secured as above shall be rejected by the accepting authority as non-responsive.
- iii) No interest shall be allowed on the EMD/BID Security to the Bidder.
- iv) The bid security may be forfeited:
 - a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - b) If the bidder does not accept the APO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

Note: - The bidder shall mean individual company/ firm or the front bidder and its Technology/

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consortium partner, as applicable.

11.2 The EMD/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 EMD/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 EMD/BID Security will be discharged upon the bidder's acceptance of the LOI/APO satisfactorily in accordance with clause 27 and furnishing the performance security.

11.6 The EMD/BID Security may be forfeited:

- (a) If bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid Form, or
- (b) In case of a successful bidder, if the bidder fails:
 - (i) To sign the contract in accordance with clause 28 or
 - (ii) To furnish performance security in accordance with clause 27(b).
- (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 EMD/BID Security provided under Clause 11 shall also be suitably extended. The bidder may refuse the request without forfeiting his EMD/BID Security. In such case(s), his/her bid shall be rejected without forfeiting the EMD/BID Security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

13. i) POWER OF ATTORNEY:(POA should be executed after the date of NIT)

- a. The power of attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states (s) and the same be attested by a Notary Public or registered before Sub-Registrar of the state(s) concerned.
- b. The power of Attorney is executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/institution/body corporate.

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- c. In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- d. In case the representative of bidder company, who uploads the documents on e-tender portal using his Digital Signature Certificate (DSC), is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name, shall also be made as one of the Power of Attorney holder by the bidder Company, in addition to the authorized signatory for the bid.
- ii) **FORMAT AND SIGNING OF BID:**
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 with date.

D. 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 NIT Section-I, Table-I.**
- (b) Original DD/BC towards cost of tender document as per NIT Section-I, Table-I.**
- (c) The power of attorney in original (If applicable).**

- Note:-The above documents have to be submitted in an envelope-A before 14:30 Hrs of the day of e-bid uploading i.e. **23-08-2019** through person in the tender box in the chamber of AGM(O&M-CM). The scanned copies of the DD/BC/BG towards EMD/BID security, DD/BC towards cost of bid document & Power of attorney (If applicable) have to attach or upload in the E-portal of M/s ITI.
- This envelope-A containing the original DD/BC/BG (For EMD & Cost of tender paper) & Power of attorney (if applicable) should be dropped in the tender box available in the chamber of AGM(O&M-CM), O/o CGM,BSNL Bhawan, Ashok Nagar, 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(O&M-CM) ,O/o CGM,BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009" on or before the closing time/date of submission 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 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 Ltd.

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- 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 in e-portal of M/s ITI.
- 14.2 The **Venue of E- bid Opening** will be: **Meeting Room, 4th floor, BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009 at 15:00 Hrs of 23-08-2019** 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 23-08-2019**.
(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 as 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 for a zone as only one user id will be allotted to him. A bidder is allowed to participate maximum in any two zones by submitting tender paper cost and EMDs of respective zone(s).**
- (b) The BSNL may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 6.3 of Sec-II in which case all rights and obligations of the BSNL and bidders previously refer to the deadline will thereafter be subject to the deadline as extended.
- (C) The Clauses of the bids shall be complied and price bid quoted well before the Locking time **(14:30 Hrs of 23-08-2019)** 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:

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

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- 2 .No bid shall be modified subsequent to the deadline for submission of bids that is 14:30 Hrs of **23-08-2019**.

E. BID OPENING AND EVALUATION:

18. OPENING OF BIDS BY TENDERING AUTHORITY

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

Note for Tender opening Committee:

- a) At the time of tender opening, the TOC will check/ verify that the documents conforming to eligibility part are submitted by the participant bidder duly authenticated by the authorized signatory to obviate any possibility of doubt and dispute and maintain veracity of the documents / papers/ certificates. The documents/ papers to be submitted in respective bid part have been explicitly stated in clause- 2 and 10 of Section-II.
- b) This opened bid part which is already signed by the authorized representative of the bidder company during bid submission will be signed by the tender opening committee on hard copy and preserve it along with the bids received online in case of e-tendering.
- c) These papers will be treated as authentic one, in case of any dispute.

19. Place of opening of Tender bids:

Authorized representative of bidders (i.e. vendor organization) can attend the Tender

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Opening Event(TOE) at **Meeting Room, 4th floor, BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009**, where BSNL's Tender Opening Officers would be conducting through online e-Tender.

20. PRELIMINARY EVALUATION:

- 20.1 Tendering authority shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 20.2 Prior to the detailed valuation, pursuant to clause 21, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents. For purposes of these clauses, a substantially responsive bid is one, which confirms, 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. Bidders shall have to quote price(s) against all the items, for tenders where numbers of items are more than one. Otherwise the bid will be rejected.
- c) Tendering authority may negotiate with L1 bidder only or can make counter offer against the prices quoted by any bidder.
- d) The L1 will be decided zone wise. The bidder in a zone will be declared L1, who has quoted lowest percentage (%) of service charge only. The quoted percentage (%) of service charge should not be of negative figure. **If the bidder will quote negative percentage (%) of service charge figure , his bid will be rejected.** The amount of contractor's service charge

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[as per approved percentage(%) of service charge] will remain be fixed during the entire period of contract including extension period if any, which is calculated at the time of agreement. **If there is hike in labour rates during the period of contract, the amount of SOR(Schedule of Rates) will be changed accordingly , but the amount of service charge will not be hiked.**

e) If there is no bidders in a zone, the same may be allotted to other qualified bidders of other zones as per discretion of tendering authority temporarily till finalization of fresh tender for that zone.

22. CONTACTING THE TENDERING AUTHORITY:

- a) 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.
- b) 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:-

- (i) 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	L3	L4	L5 and so on
One bidder	100%	Nil	Nil	Nil	Nil
Two Bidders	60%	40%	Nil	Nil	Nil

- (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. A) TENDERING AUTHORITY'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

- 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

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the unit price or other terms and conditions at the time of award of contract. However at latter stage if there is extension of contract period, proportionate increase in tender value may be considered by the tendering authority, as it is a service/maintenance type of contract.

b)BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.

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

24. B) 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.

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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.

25. VALIDITY OF CONTRACT

(a)The contract shall normally be valid for **One year** from the date of signing of the agreement with an option of extension for a further period of **six months** and **maximum upto twelve months** with the same rate, terms and conditions, but taking fall clause of tender document into consideration. **If new tender is finalized in the extension period of contract and the new tender rate will be lower, the subsequent monthly billing will be done at the lower tender approved rate till the end of that contract.**

(b) **Within the tender finalization process or during the period of contract, if any instruction/order will be received from BSNL corporate Office, New Delhi for outsourcing of O&M activities of passive infra of non-located BTS sites of Odisha Telecom Circle, the tender/contract will be cancelled giving one month notice. The bidder/contractor will not make any objection/dispute on this ground in any court of law.**

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):

- a) The issue of an LOI shall constitute the intention of the Tendering authority to enter into the contract with the bidder.
- b) 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 in shape of Bank

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Guarantee for an amount of **5%** of the contract value for a period of **2 & ½ 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.

28.2 Upon the successful bidder furnishing the performance security, the Tendering authority shall discharge its EMD/BID Security, pursuant to Clause 11.

29. ANNULMENT OF AWARD:

Failure of the successful bidder to sign the agreement shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD/BID Security in which event the Tendering authority may make the award to any other bidder at the discretion of the Tendering authority or call for new bids.

30. COURT JURISDICTION:

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

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

- i. Clause 14.1 of Section II-The bids will be recorded/ returned unopened, if covers are not properly sealed.
- ii. Clause 11.1 & 12.1 of Section II- The bids will be rejected at opening stage if EMD/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 its/ their position. However if the

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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 finalization of the tender.

32. ACTION AGAINST BIDDER IN CASE OF DEFAULT.

In case of default by Bidder(s) such as

- a) Does not provide the service in time;
- b) Bidder does not perform satisfactory in the field in accordance with the specifications & scope of work.
- c) Or any other default whose complete list is enclosed in Section-XVII.

33. 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. Tendering authority reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

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34. Near relationship certificate-

The bidder should give a certificate that none of his / her near relative is working in the units as defined below where he/she is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For the partnership firm, certificate will be given by all the partners and in case of limited company by all the directors of the company excluding Government of India/ Financial institutions nominees and independent non-official part time Directors appointed by Government of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person, the tender will be cancelled and EMD/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 _____R/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." as per **Section- XII**.

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) are supplement Instructions to Bidders, as enclosed in Sec II of the Tender Document.

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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 Limited, A Government of India Undertaking.

1. Tender Bidding Methodology:

Sealed Bid System – Single stage Two bid type– Using Three Envelopes ,

Financial bids & Technical bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

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

(Only for Technical Responsive Bidders)

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

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

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

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3. Digital Certificates

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

4. Registration

The Tender document can be downloaded from the website: www.tenderwizard.com/BSNL and to be submitted in the e-format. Cost of Tender Document (in the form of DD/BC) and Bid Security/EMD (in the form of DD/BC/BG/FDR) (in original) have to be dropped in the tender box before the scheduled date and time of submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Intending bidders are requested to register themselves with M/s. ITI through www.tenderwizard.com/BSNL for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender. The tendering Authority of BSNL Odisha has decided to use the process of e-tendering for inviting this tender and thus the physical copy of the tender paper would not be sold.

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

Helpdesk	
Telephone/Mobile Nos.	<i>Mr Sanjib Mohapatra</i> <i>09937488749,07377708585</i> <i>[between 9:30 hrs to 18:00 hrs from 31-07-2019 TO 23-08-2019]</i>
E-mail ID	twhelpdesk404@gmail.com

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BSNL Contact-1	
BSNL"s Contact Person	AGM(O&M-I CM),O/o CGM,BSNL,Odisha Circle, Bhubaneswar.
Telephone/ Mobile	0674-2507000 [between 10:00 hrs to 17:30 hrs from 31-07-2019 TO 23-08-2019]
E-mail ID	agmomcm@gmail.com

BSNL Contact-2	
BSNL"s Contact Person	SDE(O&M-CM), O/o CGM,BSNL,Odisha Circle, Bhubaneswar.
Telephone/ Mobile	0674-2506332 [between 10:00 hrs to 17:30 hrs from 31-07-2019 TO 23-08-2019]
E-mail ID	sdeomcmbbsr@gmail.com

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

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

The documents should be uploaded as per technical bid /check list (Section-VI).

6. Offline Submissions:

The bidder is requested to submit the following documents offline in the tender box before **14:30 hrs of 23-08-2019** in a separate envelope(Envelope-A) :-

- Original DD/BC towards the cost of tender paper.
- Original DD/BC/BG towards Bid Security/EMD.
- 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:

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

8. Public Online Tender Opening Event (TOE)

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

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

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

ETS has a unique facility of Online Comparison Chart which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance 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.

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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 organizations 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)

10. Vendors Training Program

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

Helpdesk	
Telephone/Mobile Nos.	<i>Mr Sanjib Mohapatra</i> <i>09937488749,07377708585</i> <i>[between 9:30 hrs to 18:00 hrs from 31-07-2019 TO 23-08-2019]</i>
E-mail ID	twhelpdesk404@gmail.com

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 Divisional Engineer 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.

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- 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 the Company of Telecommunications, Government of India Enterprise under Ministry of Communication. All references of :
- I. Company / BSNL / Odisha Telecom Circle
 - II. CGM / Chief General Manager
 - III. PGM(NWO-CM) / Principal General Manager(NWO-CM)
 - IV. DGM(NWO-CM) / Dy. General Manager (NWO-CM)
 - V. CAO / Chief Accounts Officer
 - VI. AGM(O&M-CM) / Asst. General Manager(O&M-CM)
 - VII. DE / Divisional Engineer
 - VIII. SDE / Sub-Divisional Engineer
 - IX. AO / Accounts Officer
 - X. JTO / Junior Telecom Officer

In various clauses shall be taken to mean respectively.

2. PERIOD OF VALIDITY

The approved rates will remain valid for a period of **One year** from the date of execution of agreement with an option of extension of a further period of **6 months** and maximum upto **12 months** on the same rate, terms and conditions subject to satisfactory performance, but taking full clause of tender document into consideration. If new tender is finalized during the extension period of contract and the approved rate of new tender will be lower, the subsequent billing will be done at the lower tender approved rate till the end of that contract. If by any means the monthly bill of that period is already paid to the contractor, the excess paid amount will be recovered from the next bill of the contractor or from the performance security amount.

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

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- 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.
- 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 any thing else herein stated, the contractor shall furnish and pay for all supervision, labour tolls, consumable materials as may be necessary for the performance of the work and the cost of these shall be included in the unit construction prices quoted by the bidder at the time of submitting his tender and payable to 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

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develop any defects due to bad workmanship or otherwise due to the fault of the contractor within a period of one month notice.

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 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 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.

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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

Refer to scope of work in Section-IV

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.

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 CGM 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 CGM as the case may be, and in such cases the contractor is bound to do such works.

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- 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 outside 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

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produce work or performance, meet the requirement of the Contract Documents. The Contractor should provide necessary assistance or labor for test check by company 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 (Not Applicable for this tender)

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 majeure 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 out standing bills of the contractor to the BSNL shall be paid back to the contractor after satisfactory guarantee period of SIX MONTHS from the date of

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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 is subject to full and final settlement of the Final bill for the works contract executed under one contract.

18. INSPECTIONS AND TESTING

The Divisional Engineer or his representative or any of his superior officer or officer-in-charge of the BTS 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 operations and shall minimize the disturbance and inconvenience to the public.
- 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 Contractor must take all safety measures to prevent any kind of accident.

20. INDEMNITIES

- a) The Contractor shall at all times hold the BSNL 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

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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 Central/State Govt., 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 TO 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 upto

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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 to BSNL or to any other authority 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 the BSNL on prevailing rates as applicable.

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 with out 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 there after 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

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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.
- 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

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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 CGM shall for any reason whatsoever not require the whole 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 BSNL officers/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 BSNL officers/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

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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.

- 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

It is the responsibility of the contractor to pay the workmen's compensation and comply to the laws of the land. However 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 contract 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) It is the sole responsibility of the contractor to comply with the labour welfare. However in every case in which by virtue of the provisions of the contract labour (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.

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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 contract 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.

28. FAIR WAGES

- a) The Contractor shall pay to labour employed by him either directly or through his authorized representative, wages not less than fair wages as defined in the C.P.W.D. contractor's labour regulations or as per the provisions of the contract labour (Regulation and abolition) Act and the Contract Labour (Regulation and Abolition) Central Rules, wherever applicable.
- b) The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to pay fair wage to labour indirectly engaged on the work.
- c) In respect of all labour directly or indirectly employed in the works for performance of the contract's part of this agreement, the Contractor shall comply with or cause to comply with the Central Public Works Departmental Contractor's Labour Regulation made by the BSNL from time to time in regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and deduction unauthorized made, maintenance of wages book or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and full other matters of the like nature of as per the provisions of the contract labour (Regulation and Abolition) Central Rules 1977 wherever is applicable.
- d) The Contractor shall comply with the provisions of the payment of Wages Act 1936, Minimum Wages 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act, 1947, Maternity Benefits Act 1961, and the Contractor's about

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(Regulation and Abolition) Act or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

- e) The contractor shall indemnify BSNL against payments to be made under and for the observance of the Laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- g) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

29. OTHER LABOUR WELFARE MEASURE

- a) The Contractor shall implement the labour welfare measure enunciated in state P.W.D & C.P.W.D.
- b) The contractor shall also follow the safety method enunciated in C.P.W.D. safety codes.
- c) The Contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (R&A) Act 1970, and rules framed and other labour laws affecting Contract Labour that may brought into force from time to time.

30. A) INCENTIVE:- An incentive of Rs.250/- Per site per month will be given for achieving availability of all BTS sites of SSA >=99.9% availability other than media/other critical failure subject to maximum 10% of total contracted value for the SSA.

B) PENALTY CLAUSE:-

Major Penalty	i)BTS failure due to not running of DG by contractor (not attributable to BSNL) ii)The unsatisfactory performance in Upkeeping, operation & maintenance leading to failure/outage of BTS for more than 6 hours.
Minor Penalty	i) Non compliance to up keeping, operation & maintenance activities in Section-IV for more than one hour related to specific instance affecting the service. ii)Non compliance to up keeping, operation & maintenance activities in Section-IV up to 6 hrs related to specific instance without affecting the service.

- a) **Major Penalty**: The unsatisfactory performance in Upkeeping, operation & maintenance ,not running of DG by contractor (not attributable to BSNL) leading to failure of BTS for **more than 6 hours** will be treated as major penalty which will attract a **fixed penalty of Rs.2000/- and Rs.500/- per hour in excess of 6 hours.**

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b) **Minor Penalty:**

- i) Non compliance to up keeping, operation & maintenance activities in Section-IV for more than one hour related to specific instance affecting the service will attract penalty of **Rs.200/- per instance per hour.**
- ii) Non compliance to up keeping, operation & maintenance activities in scope of work without affecting service up to 24 hrs related to specific instance will treated as minor fault which will attract a penalty of **Rs. 100/- per instance.**
- c) Penalties being charged for performance deviations attributable to the bidders **shall not exceed 25% of total contracted value for services for the relevant invoice period.**
- d) In case of dispute regarding deciding reasons for total breakdown of the station or any of its item such as DG set/ ACs and Power Plants on account of failure or mistake by day to day operation/ up-keeping staff, decision of the CGM,BN shall be final and binding on both the parties.
- e) In case of total damage or loss of equipment due to improper handling, fraudulent activity or negligence of the bidder, bidder shall be liable to pay the cost of damaged/lost equipment or actual cost of restoration of equipment done either by AMC vendor or any other agency engaged by BSNL in this regard.

31. 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.
- c) 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.

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32. WORK EXECUTION

- a) It is important that the work has to commensurate with detail drawing and specification. A broad guidance of different items of work is given in the construction specification.
- b) The work will commence after getting the site clearance certificate from the company and on issue of work order by Divisional Engineer.

33. PRICE VARIATION

- (a) The BSNL shall not be responsible for any escalation on prices of labour 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 .***(This clause 33(a) is not applicable for this tender)***
- (b) **The SOR (Schedule of Rate) fixed for up keeping and maintenance of BTS sites described in the tender document at Section-IV will be changed automatically as per circular issued from time to time by Chief Labour Commissioner (Central), Ministry of Labour and employment, Government of India on revision of Minimum Wage Rates.**

34. FORCE MAJEURE

- a) In the event of either party being rendered unable by force majeure 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 majeure, 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 hours of the beginning and ending dates, giving full particulars and evidence, if required.

35. PAYMENTS

- a) The contractor shall submit bill on completion of work along with joint inspection report by the contractor and site engineer in which details of unsatisfactory performance in up keeping,

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operation and maintenance leading failure more than 6 hrs /1 hr affecting service is to be categorically mentioned.

- 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 BSNL 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.
- c) Necessary Income Tax Deduction certificate will be issued by **Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Circle, Bhubaneswar** detailing the amount so deducted as tax at source at the time of payment of each bill.
- d) The bills are to be submitted in DUPLICATE and in the manner and form that may be prescribed by the CGM, Odisha Circle, Bhubaneswar. Payments will be made by Account Payee cheques or through RTGS/NEFT .The contractor has to intimate his bank account number and branch details for issuing the cheque.
- e) Any Penalty due shall also be recoverable from the bills submitted for payment, by the aforesaid officers.
- f) The Divisional Engineer will have right to impose penalty for delay or slow progress of the work from the bills submitted for payment. The contractors also submit the list of name & address of up-keeping personnel for whom the EPF amount has been deposited with proper certificate from the concerned DE regarding deposit of EPF of no of labours so deployed.
- g) The Security Deposit shall be considered for adjustment against penalty 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 Divisional Engineer is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the contractor on any count.
- j) The bill shall have to be submitted by the contractor within one month of the date of completion of the work. Total billed amount will be paid after successful completion of work.
- k) Any defect noticed during this period has to be attended without any extra payment. The EMD/BID Security retained as security deposit will be refunded after termination of the contract period.
- 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

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way affect or limit the contractor's liability under the undertakings and guarantee contained in the contract document.

Table: BILLING MECHANISM (example):

SL	Category of BTS site	Bhubaneswar City Urban Type
A	Base Rate(SOR) per BTS site per month	Rs 1766.00 (For example)
B	No. of sites	100
C	Base Amount (A*B)	Rs 176600.00
D	Employer's share of EPF Contribution.	On actual payment basis for billing month.
E	Employer's share of ESI Contribution.	On actual payment basis for billing month.
F	Contractors Service Charge(% of C)	Fixed % of Base Amount(C) as per rate quoted by the contractor and approved by competent authority. This amount will remain fix for entire period of contract including extension period and decided at the time of execution of agreement. (It will increase or decrease only on increase or decrease of no. of BTS sites)
G	TOTAL AMOUNT(C+D+E+F)	X (say)
H	GST (as applicable)	Y (say)
I	BILL AMOUNT INCLUDING GST	X + Y

Note- The Contractor should submit the documents along with his monthly bill, the on line payment made for the entire base amount or SOR amount (e.g. Rs 176600.00), less the Employees' share of EPF Contribution & ESI contribution, to the labours engaged during the period for the up keeping & maintenance jobs. The DE(CMTS) concerned should certify for the name/number of labours engaged for the upkeeping & maintenance jobs and EPF/ESI payment sheets.

m) Where the House rent along with upkeeping are being paid by SSA, the upkeeping & maintenance of that BTS site is not within the scope of this tender.

n) Each claim bill of contractor must accompany the following documents with self Certification: -

1) Challan of GST(Goods & Services Tax) deposit particulars which will show the deposit for CMTS Unit, Odisha, as applicable for the billing month.

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- 2) Challan of EPF deposit in respect of the labourer so deployed for CMTS Unit, Odisha for the billing month.
- 3) Challan of ESI deposit in respect of the labourer so deployed for CMTS Unit, Odisha for the billing month.
- 4) List of name & address of labourer for whom the EPF and ESI amount has been deposited with proper certificate from the concerned DE regarding deposit of EPF and ESI contributions in respect of the labourer so deployed for CMTS Unit, Odisha for the billing month.
- 5) Copy of list of duration of BTS failure due to the reasons attributable to contractor jointly signed by the contractor and concerned DE(N/W OP-CM).
- 6) Copy of Monthly wage register/payment sheets of the employees with EPF A/c nos./UAN of individual employee/workman/labourer. The Contractor should submit the documents along with his monthly bill, the on line payment made for the entire base amount or SOR amount (e.g. Rs 176600.00), less the Employees' share of EPF Contribution & ESI contribution, to the labours engaged during the period for the up keeping & maintenance jobs. If the wage register will not show the payment of entire SOR amount, less the Employees' share of EPF Contribution & ESI contribution, than the differential SOR amount will be deducted from the bill for making payment.
- 7) Work order issued by DE/SDE along with data sheet (Annexure-I).
- 8) A declaration from the contractors regarding compliance of the conditions of EPF Act. 1952 , ESI or valid workmen compensation Act and other statutory payments.
- 9) All the labourers for whom EPF and ESI contributions are deposited should have valid ESI card, whose photocopies should be submitted by the contractor with the 1st monthly bill duly verified from Divisional Engineer concerned.
- 10) The contractors should produce the copies of valid labour license to carry out "Up-keeping & maintenance of NBSNL BTS sites" with their first claimed monthly bill along with other required documents as described in the tender document, without which the bills will not be paid.
- 11) Certificate is to be given on bill by SDE/DE-CMTS as per clause no. 41 of this section.

NOTE: The Principal Employer or Tendering Authority may verify at any time during the period of contract and upto six month beyond expiry of contract period, the payment made by the contractor to the workmen worked for the organization/BSNL either at the BSNL office or in the premises of establishment of the

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contractor/employer. The contractor/employer should furnish all records and documents for verification upto the satisfaction of the Principal Employer. The verification shall be carried out either by the Principal Employer himself or by any designated authority on his behalf. The failure in the part of contractor to comply all labour records may result forfeiture of performance security of the contractor along with blacklisting of the contractor upto 5 years or as decided by tendering authority for the same work in BSNL and in addition Govt action for labour exploitation

n. EPF CLAUSE:

- 1) The bidder/contractor must have EPF registration number issued by competent authority whenever applicable. The contractor must fulfill/comply with the provisions of Employees Provident Fund Scheme 1952 in respect of labourer/employees engaged by them for performing the work of BSNL.
- 2) The contract labourer engaged by the contractor should be covered under ESI policy and monthly deposit in this regard will be submitted regularly.
- 3) Any claim/ lapse/failure on the part of the contractor if communicated by EPF/ ESI or valid workmen compensation policy authorities to BSNL , the same shall be recovered from / passed on to the contractor concerned for execution.

36. TERMINATION OF CONTRACT

- a) The CGM, Bhubaneswar has the right to terminate the contract either partly or fully at any stage without assigning any reason by giving one month 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 CGM, Odisha Circle, Bhubaneswar / concerned DE, CMTS shall have the right (i) to reject or/and with hold payment for such quantity of work till such time the defect is rectified to the satisfaction of the CGM, Bhubaneswar / concerned DE, CMTS (ii) to terminate the contract as per Clause-36 (a) above.
- c) In case of death of contractor during the period of contract, CGM, Odisha Circle, Bhubaneswar may at his discretion either immediately terminate the agreement or may allow the surviving partner/legal heir of the contractor to complete the contract as per the original agreement.

37. 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 CGM, Odisha Telecom Circle, Bhubaneswar.

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- 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.
- 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 Defense" 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 Defense"
- 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 contractual will be prominently placed before the Arbitration.
- l) In case the amount involved is heavy, the Divisional Engineer may be within his rights to conduct the Defence by the BSNL Pleader.
- m) The award of the Sole Arbitrator shall be final and binding on the parties to the dispute.

38. GENERAL

- 01. The tenders shall be evaluated by a committee to be nominated by the CGM, Odisha Telecom Circle, Bhubaneswar or by any other officer to whom such power is delegated.
 - i) The CGM, 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 CGM, Bhubaneswar and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
 - iv) The CGM, 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.

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- 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 CGM, 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 CGM, Bhubaneswar reserves the right to reject one or all the tenders without assigning any reason thereof.
- 03. The CGM, 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 CGM, 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 testers like Multi meter, Electric tester & safety devices for the work shall be provided by the contractor.
- 07. The CGM, 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 CGM, Bhubaneswar reserves the right to increase or decrease or delete any/all the scope of the work without assigning any reasons.
- 09. Conditional and incomplete tenders are liable for rejection.
- 10. Tender without EMD/BID Security will summarily be rejected.
- 11. The CGM, Bhubaneswar will not be responsible for any misprinting by the newspaper concerned. Bidder 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 CGM, Bhubaneswar is not bound to accept the lowest tender.
- 14. The CGM, Bhubaneswar is not responsible for non-receipt/late receipt and loss of tender documents.

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15. In case of any dispute arising out of the contract between the two contracting parties, the decision of the CGM, Odisha Circle, Bhubaneswar shall be final and binding.

39. FALL CLAUSE

39.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 40.1 of Section-III. Further, if at any time during the contract

- (a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service;

And / or

- (b) The prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract.

39.2 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.

39.3 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."

39.4 In case under taking as in Clause 39.3 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.

40. PRICES

40.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in its Bid except for variation caused by change in taxes/ duties as specified in Clause-40.2 mentioned below.

40.2 For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:

- (a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory

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duties applicable at that time

- (b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.
- (c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.

40.3 Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO.

41. Certificate is to be given on bill by SDE/DE-CMTS.

Certificate(s) are to be furnished on the bill of contractor by SDE(CMTS) with Counter signature of DE(CMTS) as per following format.

SL.No.	BTS ID	Name of Non-BSNL BTS site	Urban/Rural/Leased out
1.			
2.			
3.			
4.			
5.			

Certified that:

- 1) The up keeping & maintenance of Non-BSNL Mobile BTS sites under my jurisdiction as per above list for the month of /2019 have been carried out by the approved contractor M/s satisfactorily and the DG log books of the respective sites (as per availability) are maintained properly.
- 2) Neither any BTS site has been converted from Non-BSNL into BSNL site, nor any agreement has been made with the house owner for watch & ward duty during the month of /2019.
- 3) An amount of Rs (out of total SOR amount of Rs.....) has actually been paid by the approved contractor to the workers after deducting Employee's share of EPF & ESI contribution. The payment made to the workers on-line/NEFT has been verified from the bank records of the contractor and found correct.
- 4) It is verified and found that, payment towards Employer's and Employee's share of EPF contribution and ESI contribution in respect of the labourer so deployed for CMTS Unit under my jurisdiction has been paid as per wage register for the billing month...../2019.

SDE(CMTS)
(signature with seal)

C/s DE(CMTS)
(signature with seal)

Read, understood , complied & agreed

Signature and seal of Bidder

ANNEXURE-I

DATA SHEET WITH CLAIM OF BILL

Name of the Vendor: _____ For the Month of _____

Name of SSA _____

1.Site Details:

Sl. No	No of Remote /lease out sites (A)	No of Person deployed in Remote / lease out sites (B)	No of Urban sites (C)	No of Person deployed in Urban sites (D)	Total No of Sites =A+C	Total No of Persons deployed =B+D	EPF/ESI done for No. of persons	Remarks

2. Penalty Imposed:

Type of Penalty	For Remote/ lease out sites (A)	For Urban sites (B)	Total C=A+B	Remarks
Minor –i				
Minor –ii				
Major				
Total				

SDE(CMTS)
(signature with seal)

C/s DE(CMTS)
(signature with seal)

Read, understood , complied & agreed

Signature and seal of Bidder

ANNEXURE-II**(Information to be provided by the contractor)****CONTACT DETAILS OF SUPPORT MANAGER, CLUSTER CO-ORDINATOR & CLUSTER FORMATION DETAIL****a) Contact details Support Manager/ Cluster Coordinator :**

Sl. No	Cluster	SSA	Name	Address	Mobile No.	Email ID

Signature of Contractor**Section -IV****SCOPE, SPECIFICATION & JOB DESCRIPTION**

The tender is called to perform the following works in different Non-BSNL BTS sites of Odisha Telecom Circle.

1. Up-keeping and maintenance of Non-BSNL BTS Sites .

The contractor has to depute staff for carrying out following activities/jobs:

- Manual operation and running of Engine Alternator Set during Mains Failure/low voltage.
- Manual assistance in filling of fuels in DG fuel tanks and monitoring of fuel level.
- Minor preventive maintenance once in a month.
- Regular visit to the site for general up-keeping like cleaning & removing of dust particles of different equipments in the BTS sites and cleaning of its surrounding area including bush cutting. The material used for cleaning shall be supplied by the contractor.
- Assisting handling of minor store items.
- Checking of Mobil and diesel level before running of E/A sets.
- Cleaning of E/A sets and Engine Rooms etc.
- Checking of Battery water level and its charger unit for E/A set.
- Running of Window / Split Type AC Units and cleaning of AC filter provided at BTS.

Read, understood , complied & agreed

Signature and seal of Bidder

- Updating related records / History sheets.
- Assistance in Routine operational checking of electrical panels, AVR,DG etc.
- Observation / checking of 3 phase AC supply and keeping / recording its data.
- Passing information to all concerned regarding any abnormal behavior of the units.
- Contacting Electrical Sub-station / Control Room during Mains AC Failure to know about duration / reason of failure and also regarding HIGH/LOW/NO voltage of Three Phase Supply.
- Operation of Fire Fighting Appliances at the time of any electrical hazardous occurrence.
- Watering earth pit and ring earth of tower regularly.
- Recording of BTS room/shelter temperature.
- To receive the complaints and intimate to higher concerned authority.
- Assistance in OD BTS air filter cleaning, wherever required.
- Assistance in Testing of E1 of the BTSs.
- Any other miscellaneous work assigned by BTS site in charge or higher authority as the case may be.

THE DETAIL SCOPE OF WORK

A) SCOPE RELATED TO UPKEEPING, OPERATION & MAINTENANCE OF NON-BSNL BTS SITES.

The contractor will have to depute staff for carrying out the following works:

- 1 Regular visit to sites for general up-keeping like Cleaning of BTS equipment, power plant, electrical panel, DG sets, batteries, oil tanks and shelter and BTS premises etc on regular basis. The contractor responsible for cleaning and removing of dust of different equipments in the BTS sites & cleaning of its surrounding area periodically. This includes bush cutting in the BTS sites. The cleaning materials are to be supplied by the contractor.
- 2 Routine operation of air conditioners with cleaning of AC filters, Engine Alternator, A/C controllers, tower lights (if installed) and stabilizers etc.
- 3 Upkeep and maintenance of AMF panels, DCDB, Servo stabilizers, MCBs, commercial energy supplies and power cables.
- 4 Assisting handling of minor store items.
- 5 Topping up of DG batteries, it's cleaning and applying petroleum jelly on terminals. Contractor has to supply the consumable for the same.
- 6 The electrical wing should supply and replace the fuses & MCBs as and when required. The contractor may assist for this as and when required.

Read, understood , complied & agreed

Signature and seal of Bidder

- 7 Assisting in replacement of contactors, relays, electrical fittings, switches etc.
- 8 Assisting in replacement of DG fuel pipe, air and fuel filters, lubricating oil etc.
- 9 Attending faults related to infrastructure as reported from OSS.
11. Attending electrical wirings/ jumpering faults as and when required should be done by Electrical wing. The contractor may assist for this as and when required.
12. Assisting in collection and payment of electricity bills, restoration of electricity in cases of breakdown of power supply and also note down the closing electricity meter reading at the end of the every month and will intimate the same to the field officer along with DG log book.
13. Filling of diesel and lubricants in DG sets
14. Ensuring security and safety of BTS equipment and all other associated equipment and infrastructure items installed at the station.
15. Ensuring lighting of aviation lights during evening/night to avoid aviation hazards
16. Immediate reporting of faults and/or any untoward incidence, if occurred at the station to the designated BSNL officer with in prescribed time period.
17. Submission of monthly feedback report to concerned DE/SDE in the proforma specified at the time of agreement.
18. The representative of the contractor shall be required to make entries in log book provided by BSNL at the respective sites. The logbooks shall have the data /records in respect of inventory at site, day to day operations of DG sets, details of activity performed by BSNL or contractor's representatives at site and it shall be responsibility of contractor's Representative for safe custody of logbooks and produce the same as and when demanded by BSNL's representative.
- 19. The tools, testers, safety devices like line tester, Multi meter, Spanner set, gloves, helmet, safety belt, shoes etc are to be provided by the contractor to persons carrying out the job of Up-Keep work.**

OTHER CONDITIONS

- i) The bidders shall be responsible to have their own teams to perform the day to day works as per this contract. The persons utilized by the contractor should necessarily have a mobile connection. They should visit the BTS sites, minimum once in a day to carry out the activities listed above. They should also attend to the works on call basis whenever there is such requirement, at any time. The persons utilized by the contractor should preferably be a local resident who shall reach the site within half an hour of getting the calls/SMS.
- ii) The exact location of the sites will be intimated at the time of agreement. The quantity of BTS location with category pertaining to different SSA is given below.
- iii) The BSNL reserved the right to vary the quantity as per relevant tender clauses.

Read, understood , complied & agreed

Signature and seal of Bidder

- iv) The BSNL reserved the right to change the BTS location under the contract with seven days notice. The bidder has to continue the support as per this contract in the changed locations.
- v) As per this contract, **the vendor has to ensure that there is no outage due to delay in up keeping support.**
- vi) During the agreement period, the bidder shall deploy adequate no of cluster coordinators and a support manager, who shall act as a single point of contact in the SSA for BSNL for handling any service related issues under the agreement.
- vii) Bidder shall ensure that the persons utilized are competent ,responsible and capable of meeting the service obligations as per the contract. If the performance of any person is found to be unsatisfactory, such persons should be replaced within 7 days of notice. If the total number of notices necessitated on unsatisfactory performance during the contract period are more than 25% of the total no of sites under this contract, then the competent authority of BSNL may consider termination of the contract.
- viii) The bidder shall provide proper identity card to the persons utilized.
- ix) The bidder shall support/coordinate with other agencies working at the BTS sites which (who) are authorized by BSNL.
- x) No staff deployed directly or indirectly by the contractor for the contract service would have any claim for getting future employment in BSNL.

SSA WISE TENTATIVE NO. OF BTS SITES WITH CATEGORY

Sl. No.	Name of SSA	*Approx. No. of Urban NBSNL BTS sites	Approx. No. of Remote NBSNL BTS (including all L/O)	Total no. of NBSNL BTS for upkeeping and mtce
1	Bhubaneswar	95(B) + 28 (C)	100	223
2	Cuttack	38(B) + 9 (C)	121	168
3	Dhenkanal	28 (C)	54	82
4	Balasore	28 (C)	59	87
5	Baripada	12 (C)	24	36
6	Keonjhar	20 (C)	77	97
7	Sambalpur	23 (C)	84	107
8	Bolangir	11 (C)	42	53
9	Koraput	30 (C)	50	80
10	Bhawanipatna	8 (C)	28	36
11	Berhampur	15 (C)	40	55
12	Rourkela	46(B) + 14(C)	89	149
13	Phulbani	9 (C)	32	41
GR TOTAL		179(B)+235(C) = 414 (B+C)	800 (C)	1214 (B+C)

Read, understood , complied & agreed

Signature and seal of Bidder

*No. of urban BTS sites of Bhubaneswar, Cuttack & Rourkela are coming under B-category cities.

Note:

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

(2) On an average approximately 1.143 hour of job is required daily for an urban NBSNL BTS site located exclusively in B-type areas like Bhubaneswar, Cuttack and Rourkela cities , approximately 1.333 Hrs of job is required daily for an urban NBSNL BTS site located in all other cities(C-type cities) and approximately 2.667 Hrs of job is required daily for an rural NBSNL BTS site of all SSAs of Odisha Circle considering the geographical locations, stability of power supply systems and restoration time of mains power failure of BTS sites at different places. These are the approximate time duration, but actually it may vary from BTS to BTS depending on local conditions. The contractor is fully responsible to provide round the clock support for fault free Up keeping and maintenance of Non-BSNL BTS Sites:

SL	SOR(Schedule of Rate) Per Month per BTS site (As per Minimum Wage Rates applicable w.e.f dt. 01.04.2019 circulated by CLC(Central), New Delhi)	Remarks
1	SOR(Schedule of Rate) OR BASE PRICE FOR A NBSNL URBAN BTS SITE (B-Type City)PER MONTH = Rs 2116.00	SOR(Schedule of Rate) OR BASE PRICE IS EXCLUDING THE EMPLOYER'S SHARE OF EPF CONTRIBUTION, EMPLOYER'S SHARE OF ESI CONTRIBUTION, CONTRACTOR'S SERVICE CHARGES AND GST(Goods & Services Tax).
2	SOR(Schedule of Rate) OR BASE PRICE FOR A NBSNL URBAN BTS SITE (C-Type City)PER MONTH = Rs 1977.00	
3	SOR(Schedule of Rate) OR BASE PRICE FOR A NBSNL RURAL BTS SITE PER MONTH = Rs 3955.00	

IMPORTANT NOTES:

- 1) Where the House rent along with up keeping are being paid by SSA, the up keeping & maintenance of that BTS site is not within the scope of this tender.
- 2) Present SOR (Schedule of Rate) is derived as per Minimum Wage Rates applicable w.e.f dt. 01.04.2019 circulated by Chief Labour Commissioner (Central), Ministry of Labour and employment, Government of India.

Read, understood , complied & agreed

Signature and seal of Bidder

- 3) The SOR (Schedule of Rate) will be changed automatically as per circulars issued from time to time by Chief Labour Commissioner (Central), Ministry of Labour and employment, Government of India on revision of Minimum Wage Rates and it will be communicated to the contractors in due time during the contract period. Accordingly the contractors may claim the bill for the differential amount as per rule for payment of minimum wage to their workmen.**

Read, understood , complied & agreed

Signature and seal of Bidder

SECTION-V

BID FORM

To

**The Chief General Manager
Odisha 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 up-keeping and maintenance of NBSNL BTS SITES in Odisha in conformity with the 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 **5%** 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 2019

Signature of Bidder in capacity of
Name of the Firm with full address

Tel. No.-

FAX No.-

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature.....

Read, understood , complied & agreed

Signature and seal of Bidder

SECTION-VI
TECHNICAL BID/Check List

Zone No.....		
Name/address of the bidder.....		
S/ N	List of Documents to be scanned and uploaded in M/s ITI's e-tender portal for BSNL	Uploaded. Yes/No/Not Applicable
1	The scanned copy of A/c Payee Demand Draft / Banker's Cheque towards Cost of Tender Paper worth Rs.1180/- (Rupees One thousand One hundred and eighty) only for each zone in favour of A.O(A&P),BSNL, O/o CGMT, Odisha Circle, Bhubaneswar payable at Bhubaneswar.	
2	The scanned copy of A/c Payee Demand Draft / Banker's Cheque/Bank Guarantee towards EMD/BID security as per section-I(NIT) in favour of A.O(A&P),BSNL, O/o CGMT, Odisha Circle, Bhubaneswar payable at Bhubaneswar. (FDR will not be accepted for EMD)	
3	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)	
4	Self attested photocopy of necessary documents to proof as an Individual Contractor/Proprietorship Firm/Partnership Firm/Company under Indian Company Act 1956 as follows.(Please mention the type of firm/individual etc.) 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 i) Self-attested copy of certificate of registration for the firm registered under Indian partnership Act'1932 and it's subsequent amendments. ii) Self-attested copy of partnership deed. iii) Certificates from all Partners of the bidder stating that none of their near relatives are working in BSNL in accordance with format in Section-XII of tender document. d) Company under Indian Company Act 1956 : In case of a company registered under Indian Companies Act, 1956 , the bidder should submit i) Self-attested copy of Certificate of Incorporation , ii) Self-attested copy of Article or Memorandum of Association iii) 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. iv) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with format in Section-XII of tender document.	
5	Undertaking duly signed by front bidder and its technology/ consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally.	
6	Self attested photocopy of valid Labour License or an undertaking to submit the labour license to carry out "Up-keeping & maintenance of NBSNL BTS sites" within three weeks of signing the agreement for any work(s).	
7	Self attested photocopy of Income Tax PAN Card. (Note-In case of proprietorship firm, PAN should be in the Individual's name and in case of company/partnership firm, the PAN should be in company/firm's name.)	
8	Self attested photocopy of Income Tax return for the AY 2018-19.	

Read, understood , complied & agreed

Signature and seal of Bidder

9	Self attested photocopy of E.P.F. Registration Certificate.	
10	Self attested photocopy of ESI Registration Certificate.	
11	Self attested photocopy of GST registration certificate.	
12	Self attested photocopy Experience Certificate as per section-I NIT.	
13	Self attested photocopy Turn Over certificate as per section-I NIT.	
14	Bid form as per Section-V of tender document duly filled with signature and seal.	
15	Undertaking & declaration as per section-VIII of tender document duly filled with signature and seal.	
16	Bidders Profile as per section-XIII of tender document duly filled with signature and seal.	
17	Undertaking(s) to the effect that none of their near-relatives are working in BSNL as per the format in Section-XII of tender document duly filled with signature and seal.	
18	Clause by clause compliance- section-XV of tender document duly filled with signature and seal.	
19	Declaration of Downloading & Non - tampering of tender document, section-XVI of tender document duly filled with signature and seal.	
20	Declaration regarding Blacklisting / Debarring from taking part in Government Tender by DoT / MTNL / Govt. Dept. / PSU (To be executed on Non-Judicial Stamp Paper of Rs. 20/- by the bidder) as per section-XIV .	
21	Tender document signed by the bidder on all pages with seal.	

Read, understood , complied & agreed

Signature and seal of Bidder

SECTION-VII**FINANCIAL BID**

(To be filled in the excel sheet template in e-tender portal)

Name of the Bidder/Contractor:

Zone No. for which applied.. ..

Description of works	Location of BTS Sites	SOR or Base Price for each BTS site per month (A)	% Service charge to be quoted by the contractor on percentage of SOR or Base price. (B)	Amount of Service charge (To be calculated by System/ TEC) (C)=A*B
Up-Keeping & maintenance of Non-BSNL BTS sites (as per Section –IV, Scope, Specification & Job Description of tender document)	Urban NBSNL BTS sites (Located in B Type cities i.e. Bhubaneswar, Cuttack and Rourkela)	Rs 2116.00 %	
	Urban NBSNL BTS sites (Located in C Type cities of Odisha)	Rs 1977.00		
	Rural NBSNL BTS sites (Located in Rural areas of Odisha - C Type Areas)	Rs 3955.00		

Notes-

- i) The bidder whose % service charge is lowest in the zone, will be L1 bidder in the respective zone.
- ii) The quoted % service charge should not be negative, in such cases the bid will be rejected.
- iii) Zone wise L1 will be decided for award of work to a bidder.

Place:

Signature of the bidder

Date:

Name:

Read, understood , complied & agreed

Signature and seal of Bidder

SECTION-VIII
UNDERTAKING & DECLARATION

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

a) Certified that:

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

b) The bidder hereby covenants and declares that:

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

Date:

Signature of Bidder

Place:

Name of Bidder
Along with date & Seal

Read, understood , complied & agreed

Signature and seal of Bidder

SECTION-IX
PERFORMANCE SECURITY GUARANTEE (BOND FORM)

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

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

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

4. We (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till

Read, understood , complied & agreed

Signature and seal of Bidder

..... (Office /BSNL) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of **TWO AND HALF YEARS** from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

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

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

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

Dated the date

For

(Indicate the name of the Bank)

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 & agreed

Signature and seal of Bidder

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 & agreed

Signature and seal of Bidder

SECTION-XI

EMD/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 & agreed

Signature and seal of Bidder

SECTION-XII

PROFORMA FOR NO NEAR RELATIVES CERTIFICATE WORKING 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 separately.

Read, understood , complied & agreed

Signature and seal of Bidder

SECTION-XIII

Tenderer / Bidder’s Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer’s Profile

- 1. Name of the Individual/ Firm:
- 2. Present Correspondence Address
-
-
- Telephone No. Mobile No.
- FAX No.e-mail ID

- 3. Address of place of Works.....
-
- Telephone No. Mobile No.
- e-mail ID

- 4. State the Type of Firm: **(Write the correct choice):**
 - (i) Individual Contractor
 - or (ii)Sole proprietor-ship
 - or (iii)partnership firm
 - or (iv) Private limited company.

- 5. Name of the Individual contractor/ sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. No.	Name	Father’s Name	Designation/authority of the bidder
1.			
2.			
3.			
4.			
5.			

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

Read, understood , complied & agreed

Signature and seal of Bidder

- (c) IFSC code of beneficiary Branch.....
- (d) Beneficiary account No.:.....
- (e) Branch Serial No. (MICR No.):.....

9. **Whether the indivisul/firm has an Office or establishment in the state of Odisha? If so, state it's address along with contact person details.**
 (Yes/No).....

Name.....

Address.....

Contact Tel. no. Mobile No.....

e-mail.ID-.....

B) Questionnaire

1. Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No.

1.1 If Yes, Give details

.....

2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.

2.1 If Yes, Give details

.....

3. Suggestion for improvement of the tender document.

.....

Place.....

Signature of contractor

Date

Name of Contractor

Read, understood , complied & agreed

Signature and seal of Bidder

SECTION-XIV

DECLARATION REGARDING BLACKLISTING / DEBARRING FROM TAKING PART IN GOVERNMENT TENDER BY DOT / MTNL / GOVT. DEPT. / PSU

(To Be Executed On non-judicial stamp paper of Rs. 20/- by the bidder)

I/We:-

Proprietor/ Partner/ Director(s) of M/s

Hereby declare that the firm/ company namely M/s

..... Has not been blacklisted or debarred in the past by DOT/BSNL/ or any other Government / Semi government organization from taking part in the Govt. tenders

In case the above information is found false I/we are fully aware that the tender / contract will be rejected / cancelled by the General Manager (CMTS),Bhubaneswar & EMD/BID Security /SD shall stand forfeited along with any suitable action as deemed fit..

Place

Signature

Seal of the firm

Capacity in which is signed

Date

Name Address of the firm:

Read, understood , complied & agreed

Signature and seal of Bidder

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 :
Date:

Signature of the Bidder:-
Name of the Bidder :-

Read, understood , complied & agreed

Signature and seal of Bidder

SECTION-XVI

Declaration for Downloading & Non tampering the 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” or <https://eprocure.gov.in/cppp/> 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 downloaded tender document.

In case at any stage, it is found that the information given above is false / incorrect or any addition / deletion / correction has been made in the proforma downloaded, 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 & agreed

Signature and seal of Bidder

SECTION-XVII
Guidelines for taking action against vendors who default

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing to SECTION-XV with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	and detection of default at any stage from receipt of bids till award of APO/ issue of POWO.	
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.		
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	<i>(i) If detection of default is prior to award of APO</i>	i) Rejection of Bid & ii) Forfeiture of EMD.
	<i>(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)</i>	i) Cancellation of APO , ii) Rejection of Bid & iii) Forfeiture of EMD.
	<i>(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .</i>	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	<i>(iv) If detection of default after issue of PO/ WO</i>	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.		

Read, understood , complied & agreed

Signature and seal of Bidder

	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.

Read, understood , complied & agreed

Signature and seal of Bidder

5.1	The Vendor does not perform satisfactory in the field in accordance with the specification & scope of work mentioned in the PO/ WO/ Contract.	<p>i) It will be regulated as per the penalty clause of the tender document</p> <p>ii) Recover the excess penalty charges from the PG/SD & outstanding bills of the defaulting vendors.</p>
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR</p> <p>ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	<p>Submission of claims to BSNL against a contract</p> <p>(a) for amount already paid by BSNL .</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p> <p>c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p> <p>Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.</p> <p>Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.</p>	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A or by any other legal tenable manner.</p> <p>ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>
7	<p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p>	<p>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p>

Read, understood , complied & agreed

Signature and seal of Bidder

	<p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>	<p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. (continues to page 173)</p>

THE END

Read, understood , complied & agreed

Signature and seal of Bidder