



**BHARAT SANCHAR NIGAM LIMITED
TELECOM DISTRICT RAIPUR**

BID DOCUMENT

egkizakd nyl pkj ftyk jk; ij , l , l , eafolMks , oa: e dwj dh
vki firZ , oalFKi uk gsrq bZ & fufonk djusckr

**e- TENDER FOR SUPPLY AND INSTALLATION (WITH MATERIAL) OF WINDOW &
ROOM COOLER, UNDER GMTD RAIPUR.**

No.: W-1-18/GMTDR/e-Tender-137/ Supply of Coolers/2019-2020/ 5 Dated: 09-04-2019

**Read this tender document thoroughly
कृपया टेंडर डॉक्यूमेंट को ध्यान से पढ़ें
Only tender submitted online will be accepted**

website : (www.tenderwizard.com)

**Note: Kindly see all clarification / Corrigendum on website & Read carefully before
submission of bid & ensure that all documents submitted are fully
authenticated by the authorized signatory**

Office of the General Manager Telecom. District

**BSNL Raipur SSA Fafadih Raipur (C.G.)
0771-2534030 & rypsdetechical@gmail.com
0771-2537766 & agmnwpryp@gmail.com
website : (www.tenderwizard.com) & www.chhattisgarh.bsnl.co**

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT RAIPUR,
CHHATTISGARH

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SECTION-I

Bharat Sanchar Nigam Limited

(A Govt. of India Enterprise)

OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT FAFADIH RAIPUR -492009

NOTICE INVITING TENDER

E- Tender is invited for and on behalf of BSNL by the GENERAL MANAGER TELECOM DISTRICT, Raipur from the eligible and experienced contractors for the following works:

1	Name of Work	e- TENDER FOR SUPPLY AND INSTALLATION (WITH MATERIAL) OF WINDOW & ROOM COOLER, UNDER GMTD RAIPUR
2	Tender No	W-1-18/GMTDR/e-Tender-137/ Supply of Coolers /2019-2020/ 5 Dated 09 -04-2019
3	Validity of tender offer	240 days from opening date.
4	Business Area (BA) / details of work	GMTD Raipur
5	Estimates Cost (in Rs (Apprx).	5, 59,500/- (Rs. Five Lakh Fifty Nine Thousand Five Hundred Only)
6	EMD (Rs)	13,988/- (Thirteen Thousand Nine Hundred Eighty Eight Only)
7	Cost of Tender Document (Rs)	590/- (Five Hundred Ninety Only)
8	Experience	The bidder/Vendor i.e. Manufacturer / Dealer/ Agents/Supplier/Distributor for making, Supply of Electrical /Technical/Telecom equipment item should have supplied in BSNL/ MTNL/DOT / Central / State Govt. / PSU/ Corporate Sector/ Private firm during last Three years from the date of NIT of at least of Rs. 195825/- Or More . The experience certificate issued by Class-1 Officer/ Group –A Officer or Circle project Head in respect of works undertaken in BSNL / DOT / MTNL / Central / State Govt. / PSU./ (Head/Proprietor of Pvt. Firm)
9	Procurement of Tender Document :	Tender document can be obtained by downloading it from the website www.chhattisgarh.bsnl.co.in Tender link. The official copy of tender document for participating in e-tender shall be available for downloading from (https://www.tenderwizard.com/BSNL from 10 -04-2019) (1) The bidders downloading the tender document are required to submit the tender fee amount of Rs. 590=00 (Rupees Five Hundred Ninety Only) Through On Line/ Demand Draft along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. The Demand Draft shall be drawn from any Nationalized/ Scheduled Bank in favour of AO (cash), BSNL, O/o GMTD RAIPUR payable at RAIPUR Chhattisgarh-492009 (2) The tender documents shall be issued free of cost to eligible bidders on production of requisite proof in respect of valid certification from competent authority for the tendered item of exemption. (3) Fee for Tender document is neither transferable nor refundable.
10	Availability of Tender Document & of submission of On line Tender	The tender document shall be available for downloading be uploaded On line on portal (https://www.tenderwizard.com/BSNL from 10 -04-2019 on wards up to 23:59 Hrs. of 24-04-2019
11	Time and last Date of submission of Off line Tender Documents	All required document should be submitted at AGM (NWP), Ground Floor O/o GMTD BSNL FAFADIH TELECOM BHAVAN RAIPUR Chhattisgarh-492009 before 12:30 Hrs. on 25-04-2019
12	Online opening of Tender Bids:	Tender will be opened on 25 -04-2019 at 14:30 Hours. Note: In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change

		in bid opening
13	Place of opening of Tender bids:	Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at the AGM (NwP), Ground Floor O/o GMTD BSNL FAFADIH TELECOM BHAVAN RAIPUR Chhattisgarh-492009 where BSNL's Tender Opening Officers would be conducting through online e-Tender.
14	Bid Security/EMD:	The bidder shall furnish the bid EMD in one of the following ways:- (1) Rs. 13,988/- (Thirteen Thousand Nine Hundred Eighty Eight Only) Through On Line/ Demand Draft along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. The Demand Draft shall be drawn from any Nationalized/ Scheduled Bank in favour of AO (cash), BSNL, O/o GMTD RAIPUR payable at RAIPUR Chhattisgarh-492009 (2) The bidders will be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from competent authority for the tendered item. (3) The tender, which is not accompanied by the requisite Bid Security, shall be summarily rejected.
15		Tender document are available on the portal mentioned on DNIT only. Physical copy of the tender document would not be available for sale.
16		The Tender document shall not be available for download on its submission/ closing date.
17		BSNL RAIPUR reserves the right to accept or reject any or all the tender bids without assigning any reason. He is not bound to accept the lowest tender. BSNL also reserves the right to pre-pone or postpones the tender without assigning any reason whatsoever and without any notice to anyone.
18		Not readable, Incomplete, ambiguous, conditional, unsealed tender bids are liable to be rejected.
19		(a): 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. (b) All online documents should be submitted Original (Scanned) or self attested and notarized, Bid will be rejected if online documents are not submitted as mentioned above..
20		The quantity and cost stated above are estimated and BSNL reserves the right to vary the cost of work and quantity both to the extent of +25% to -25% of specified quantity and estimated cost at the time of award of work of the contract or during the agreement period at the same rates, terms and conditions. BSNL reserves the right to increase/ decrease the cost and/or quantity individually or combined.
21		Tender will not be accepted/received after expiry date and time.
22		If any of the information furnished by the tenderer is found incorrect at any point this contract tender is liable to tender terminated without giving any notice and his bid security will be forfeited and tenderer will be black listed.
23		The GMTD RAIPUR reserves the right to award the works to more than one participated bidder as per BSNL procurement policy and CVC guidelines also, if required in the interest of the department.
24		The GMTD RAIPUR reserves the right to black list the contractor with cancel the tender / termination of running contract and forfeiture the EMD/SD; if contractor submitted documents (certificates) found false /Bogus during the tender opening period and later date and found in any illegal activity or any such activity which is, in contravention to the general policy, statutory provision, rules, regulation as announced or declared or published by any competent authority
25		There is no guaranteed for work for said tender amount, The work depend upon the availability of store and budget realization.
26		The work should be completed within stipulated time period other wise work may be awarded to lower bidder.
27	MSE/NSIC Vendors	MSE/NSIC bidders registered for similar items may claim exemption from payment of cost of tender form, EMD /Bid Security. The bidder shall furnish along with the bid a certificate / documentary proof in respect of registration clearly showing it's validity as on date of opening of the bid. Moreover, they should also produce documentary evidence showing that the firm is MSE/NSIC registered for the items& category i.e. "Supply of Electrical/Technical /Telecom equipment ." tendered for Failure to comply this provision shall result in summarily rejection of the bid.

28. ELIGIBILITY CONDITIONS: -

- i. Bid Security in accordance to clause no 9 &14 of **Section I.**
- ii. Bid form duly filled in as per Section-II and Bidders profile as per Section-III of tender document should be uploaded online **separately.**
- iii. Certificates of incorporation /copy of Registration of firm /copy of valid Shop Act license, whichever is applicable.
- iv. Copy of Partnership deed of partnership Firm or Copy of Memorandum & Articles of Association of company.
- v. Original "Power of Attorney" in case person other than the Bidder signed the documents. The power of attorney should be for specific work (**mentioning the NIT no.) in non judicial stamp paper and** not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.
- vi. **Near Relative Certificate**, in case of proprietorship firm the certificate will be given by the proprietor, **for partnership firm /Company** the certificate will be given by **The authorized Person &** declare that none(Firm Partner/All Director including himself/herself) of his/her near relative is employed in BSNL **format Section X separately.**
- vii. **Experience Certificate** as mentioned in Clause 8 of Section-I (NIT).
- viii. Intending bidders should have nationalized/scheduled bank solvency of Rs. 40% of Tender Estimated Cost and Date of Solvency certificate should not be older than One year from the date of NIT.
- ix. Copy of PAN No (in case of Sole Proprietorship, PAN No of proprietor required , In case of Partnership firm/company, PAN No of firm /company is required)
- x. Income-tax Return filed copy (A.Y. 2017-18 & 2018-19)
- xi. AN AFFIDAVIT IS TO BE GIVEN BY THE PROPRIETOR/PARTNER'S / DIRECTORS DULY NOTARIZED AFFIDAVIT IN NON-JUDICIAL STAMP PAPER/e-STAMP PAPER WORTH Rs.100.00 OR MORE **as per format Section XI.** (Duly self Attested and Notarized)
- xii. Tender Documents uploaded online through E-tender portal: (<https://www.tenderwizard.com/BSNL> without any corrections and overwriting in original (Digitally Signed), Tender is liable to be rejected if Filled Tender Documents not submitted accordingly.
- xiii. Valid GST Registration Certificate (PAN Based)

Note:-

All online documents should be submitted Original (Scanned) or self attested and notarized, Bid will be rejected if online documents are not submitted as mentioned above.

AGM (NWP) O/o GMTD BSNL RAIPUR

SECTION - II

BID FORM

From:

To, The AGM (NWP) O/o GMTD BSNL, Raipur.

Sub: e- TENDER FOR SUPPLY AND INSTALLATION (WITH MATERIAL) OF WINDOW & ROOM COOLER, UNDER GMTD RAIPUR

With reference to your tender No.: W-1-18/GMTDR/e-Tender-137/ Supply of Coolers /2019-2020/5 Dated 09 -04-2019 calling for tender on the above subject. I have read & understood the tender document thoroughly & agree to all the terms & conditions. I / We hereby offer my / our bid as per documents submitted & conditions as mentioned in the tender document and the rates specified in the schedule enclosed.

Should this tender be accepted either fully or in parts, I / We hereby agree to abide by and fulfill all the terms and conditions of the contract hereafter as applicable, or in default thereof forfeit to and pay to the BSNL, Raipur or his successors in office, the sum of money mentioned in the said conditions without prejudice.

The sum of Rs...../- (In words rupees only) is deposited by DD towards Earnest money and DD receipt No..... datedBank Name..... is enclosed. I/We also agree to pay Security Deposit as and when called for within stipulated time mentioned in letter of intent.

If, I / We fail to carry out the work according to the specification given in the schedule, the entire money (Earnest and security deposit) may be forfeited without prejudice to any other right or remedies of the BSNL, Raipur or his successors in the office.

We undertake, if our Bid is accepted, we will execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document.

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

We agree to abide by this Bid for a period of 240 days from the date fixed for Bid opening (Qualifying Bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a format Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

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

The samples available with you have been inspected and rates have been quoted accordingly as per sample.

Yours faithfully

Dated thisday of2019.

Signature of the bidder

Or

Officer authorized to sign the Bid Documents on the behalf of the Bidder (Name in Block Letters of the Signatory)

In capacity ofduly authorized to sign the bid for and on behalf of

Witness

Address.....

Note: - In case of authorized signatory the authorization letter on letter head of the firm must accompany.

Bidders/ TENDER'S PROFILE

Attested Passport size **photograph** of the tenderer/ authorised signatory holding power of Attorney

General:

- 1. Name of the tenderer / firm _____
- 2. Name of the person submitting the tender whose Photograph is affixed Shri/Smt. _____

(In case of sole Proprietary the tender has to be signed by Proprietor and in the case of Partnership firms/company, the tender has to be signed by **authorized signatory holding power Partner /director** only, as the case may be)

3. Address of the firm _____

4. Sale Tax Registration/VAT/GST No. _____

5. Telegraphic Address _____

6. Tel. No. (With STD code) (O) _____ (Fax) _____ [R] _____ Mobile _____

e.Mail -----

7. Registration & incorporation particulars of the firm:

- i) Proprietorship
- ii) Partnership
- iii) Private Limited
- iv) Public Limited

(Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law)

8. Name of Proprietor/Partners/Directors _____

9. LIN No. _____

10. Bidder's bank name, -----

Branch, address,-----

Bank account number,-----

MICR code,-----

IFSC code-----

11. Permanent Income Tax number, Income Tax circle _____
(Please attach a copy of last Income Tax return)

12. Infrastructural capabilities:

- a. Capacity of Supply of Cooler etc. per day _____
- b. Capacity of engaging labourers per day _____
- c. Particulars of vehicles available with the tenderer:
Type of Vehicle (s) _____ Registration number _____

13. AADHAR CARD NO.-----

I/We hereby declare that the information furnished above is true and correct.

Place: Signature of tenderer / Authorized signatory.....

Name of the tenderer

Date

Section IV Instructions to Bidders

A. INTRODUCTION:

1. DEFINITIONS

- a. **BSNL** means Bharat Sanchar Nigam Limited and its successors.
- b. **CMD: The CMD means CHIEF MANAGING DIRECTOR of BSNL** and his successors.
- c. **Department:** The Department means the Department of Telecommunications / Department of Telecom Services or any other Department under the Ministry of Communications, which invites the tender on behalf of the President of India. All references of:

Chief General Manager

General Manager

Deputy General Manager / Area Manager

Divisional Engineer

Sub Divisional Engineer

Junior Telecom Officer

Chief Accounts Officer

Accounts Officer

Assistant Accounts Officer

Including other officer in the Department, whatever designations assigned to them from time to time, who may be the in-charge of direction, supervision, testing, acceptance and maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean the Department of Telecommunications under the Ministry of communications, Government of India.

- d. **The SSA Head** means the Head of SSA: **GMTD RAIPUR** and his successors.
- e. **The jurisdiction of The SSA Head:** the jurisdiction of **GMTD RAIPUR** means **RAIPUR SSA** which coincides geographically with **Revenue Districts of Raipur, Dhamtari, Mahasamund, Baloda bazaar and Gariyaband**
- f. **Representative of GMTD Raipur:** Representative of **GMTD Raipur** means officer and staff for the time being in **RAIPUR SSA** deputed by the **GMTD RAIPUR** for inspecting or supervising the work or testing etc.
- g. **Engineer - in - charge:** the Engineer - in - charge means the Engineering Officer nominated by the BSNL to supervise the work, under the contract,(Minimum Divisional Engineer level officer).
- h. **Site Engineer:** Site Engineer shall mean an SDE of the BSNL Raipur who may be placed by the **GMTD RAIPUR,(RAIPUR SSA)** as in-charge of the work at site at any particular period of time.
- i. **A/T Officer:** An officer authorized by T & D Circle/BBNL/BSNL to conduct A/T as the case may be.
- i. **A/T Unit:** A/T Unit shall be mean Acceptance and Testing unit of the BSNL.
- k. **Contract:** The term contract means, the documents forming the tender and acceptance there of and the formal agreement executed between the competent authority on behalf of the BSNL and the contractor, together with the documents refer
- l. **Contractor:** The contractor shall mean the individual, firm or company, enlisted with BSNL in accordance with procedure for enlistment of contractor, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the Permitted assignees of such individual, firm or company.
- m. **Work:** The expression "**work**" shall unless there be something either in the subject or context repugnant such construction be construct and taken to mean the work by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original altered, substituted or additional.

- n. **Schedule(s):** Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the standard schedule of rates mentioned in the document.
- o. **Site:** The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which, the work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- p. **Normal time or stipulated time:** Normal time or stipulated time means time specified in the work order to complete the work.
- q. **Extension of Time:** Extension of Time means the time granted by the BSNL to complete the work beyond the normal time or stipulated time.
- r. **Date of Commencement of work:** Date of commencement of work means the date of actual commencement of work or 7th day from the date of issue of work order, whichever is earlier.
- s. **Due date of completion:** Due date of completion shall be the date by which the work shall be completed at site including clearance of site.
- t. **Duration of completion of work:** The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.
- u. **Excepted risk:** Excepted risk or risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of BSNL damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which the contractor has no control and the same having been accepted as such by the Accepting Authority or causes solely due to use or occupation by the BSNL of the part of the work, in respect of which a certificate of completion has been issued.

2. **ELIGIBILITY OF BIDDERS:**

The invitation of bids is open to all enlisted & experienced contractors as per their eligibility mentioned in NIT of this tender document. **And DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY as per clause-7**

B. THE BID DOCUMENTS

3. BID DOCUMENTS

3.1 The construction work to be carried out, goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

3.1.1 **Qualifying Bid:**

3.1.1.1	Notice Inviting Tender
3.1.1.2	Bid Form
3.1.1.3	Tenderer's Profile
3.1.1.4	Instructions to Bidders.
3.1.1.5	General (commercial) Conditions of the contract.
3.1.1.6	Schedule of requirement
3.1.1.7	Scope of Work and jurisdiction of the contract.
3.1.1.8	Agreement (Sample)
3.1.1.9	Near Relationship Certificate
3.1.1.10	Letter of Authorization for Attending Bid Opening.
3.1.1.11	Performance Security Bond Form
3.1.1.12	Business banning
3.1.1.13	Vender from

3.1.2 **Financial Bid**

Financial Bid – Rates for e- TENDER FOR SUPPLY AND INSTALLATION OF WINDOW (WITH MATERIAL) & ROOM COOLER, UNDER GMTD RAIPUR

3.2 **The Bidder is expected to examine all instructions, forms, terms and specification 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.**

4. **QUERIES ON BID DOCUMENTS:**

A prospective bidder, requiring any clarification of the Bid Document shall notify the RAIPUR SSA in writing or by fax at the RAIPUR SSA's mailing address indicated in the invitation for Bids. The RAIPUR SSA shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 10 days prior to the date for the opening of the bids. Copies of the query (without identifying the source) and the clarifications by the RAIPUR SSA shall be sent to all the prospective bidders who have purchased the bid documents and all such clarifications issued by the RAIPUR SSA will form part of the bid document. The oral query/telephonic queries will not be entertained the same will also be available over BSNL Chhattisgarh circle website under tender section.

5. **AMENDMENT OF BID DOCUMENTS**

- 5.1 At any time, prior to the date for submission of bids, the RAIPUR SSA may, for reason whether suo motto or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 5.2 The amendments shall be notified in writing or by FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the RAIPUR SSA and these amendments will be binding on them and will also be available over www.chhattisgarh.bsnl.co.in Tender link. & <https://www.tenderwizard.com/BSNL> website under tender section
- 5.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the RAIPUR SSA may, at its discretion, extend the deadline for the submission / opening of bids suitably.

C. **PREPARATION OF BIDS**

6. **Cost of Bidding:** The bidder shall bear all costs associated with the Preparation and submission of the bid. The RAIPUR SSA, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7. **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility the following documents:

- i. Bid Security in accordance to clause no 9 & 14 of **Section I.**
- ii. Bid form duly filled in as per Section-II and Bidders profile as per Section-III of tender document should be uploaded online **separately.**
- iii. Certificates of incorporation /copy of Registration of firm /copy of valid Shop Act license, whichever is applicable.
- iv. Copy of Partnership deed of partnership Firm or Copy of Memorandum & Articles of Association of company.
- v. Original "Power of Attorney" in case person other than the Bidder signed the documents. The power of attorney should be for specific work (**mentioning the NIT no.) in non judicial stamp paper and** not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.
- vi. **Near Relative Certificate**, in case of proprietorship firm the certificate will be given by the proprietor, **for partnership firm /Company** the certificate will be given by **The authorized Person &** declare that none(Firm Partner/All Director including himself/herself) of his/her near relative is employed in BSNL **format Section X separately.**
- vii. **Experience Certificate** as mentioned in Clause 8 of Section-I (NIT).
- viii. Intending bidders should have nationalized/scheduled bank solvency of Rs. 40% of Tender Estimated Cost and Date of Solvency certificate should not be older than One year from the date of NIT.
- ix. Copy of PAN No (in case of Sole Proprietorship, PAN No of proprietor required , In case of Partnership firm/company, PAN No of firm /company is required)
- x. Income-tax Return filed copy (A.Y. 2017-18 & 2018-19)
- xi. AN AFFIDAVIT IS TO BE GIVEN BY THE PROPRIETOR/PARTNER'S / DIRECTORS DULY NOTARIZED AFFIDAVIT IN NON-JUDICIAL STAMP PAPER/e-STAMP PAPER WORTH Rs.100.00 OR MORE **as per format Section XI.** (Duly self Attested and Notarized)
- xii. Tender Documents uploaded online through E-tender portal: <https://www.tenderwizard.com/BSNL> without any corrections and overwriting in original (Digitally Signed), Tender is liable to be rejected if Filled Tender Documents not submitted accordingly.
- xiii. Valid GST Registration Certificate (PAN Based)

Note:-

1.All online documents should be submitted Original (Scanned) or self attested and notarized, Bid will be rejected if online documents are not submitted as

mentioned above.

2. Any discrepancy found in the downloaded tender document submitted by the bidder compared to uploaded tender document, the tender document uploaded by the BSNL will be treated as valid and any changes (found in the tender document submitted by the bidder) at any stage, will be treated as fraud done to the BSNL, and will be liable to cancellation of agreement done (if any) and appropriate action will be taken against the bidder

8. BID SECURITY: EARNEST MONEY DEPOSIT (EMD)

- 8.1 The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount as per NIT. No interest shall be paid by the RAIPUR SSA on the bid security for any period, what so ever.
- 8.2 The bid security is required to protect the RAIPUR SSA against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to para 8.7.
- 8.3 Bid Security shall be paid in the form of Demand Draft issued by a nationalized/ scheduled bank, drawn in favour of. Accounts Officer (Cash), O/o GMTD Raipur payable at RAIPUR.
- 8.4 **A bid not secured in accordance with para 8.1 and para 8.3, It shall be rejected by the RAIPUR SSA as non responsive.**
- 8.5 The bid security of the unsuccessful bidder will be refunded as promptly as possible.
- 8.6 **The successful bidder's the bid security will be refunded after submitting 5% performance security deposit in accordance with clause 5-1 of section V Or The successful bidder's bid security may be converted in performance security deposit.**
- 8.7 **The bid security shall be forfeited:-**
 - 8.7.1 If a bidder withdraws his bid during the period of bid validity specified in the bid document or
 - 8.7.2 If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the RAIPUR SSA or

8.7.3 If the bidder submitted false & forged certificate/documents.

- 8.7.4 In case of a successful bidder, if the bidder fails:
 - (i) To sign the agreement in accordance with clause 25, or
 - (ii) To furnish Performance Security Deposit in accordance with clause 5.1 of section V.

8.8 In case of a successful bidder, if the bidder fails to sign the agreement in accordance with clause 25 the bidder can be done blacklisted.

8.9 The MSE bidders are exempted from payment of bid security:

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- c) MSE unit is required to submit its monthly delivery schedule.
- d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

9. BID PRICES:

- 9.1 **The Bidder shall give the total composite price inclusive of all levies & taxes, packing forwarding, freight, insurance, etc. and discount if any but excluding Octroi/Entry Tax which will be paid extra as per actual wherever applicable. The basic unit price and other components of the price need to be individually indicated against the goods if proposes to supply under the contract as per price schedule, given in Section - XII. The offer shall be firm in Indian Rupees.**
- 9.2 Prices indicated on the Price Schedule shall be entered in the following manner:
 - (i) The price of the goods shall be quoted inclusive of all levies, taxes and suitable required packing for safe and easy transportation. Excise Duty, Sales Tax, Insurance, freight and other taxes already paid or payable shall also be quoted separately, item wise. Octroi and entry tax will be paid on actual basis on documentary proof.
 - (ii) The Supplier shall quote as per price schedule given in Section XII for all the items given in schedule of requirement.

- 9.3 A bid submitted with an adjustable price quotation/conditional bids will be treated as non-responsive and rejected.
- 9.4 The unit prices quoted by the Bidder shall be in sufficient detail to enable the Purchaser to arrive at prices of Equipment/system offered.
- 9.5 "DISCOUNT", if any, offered by the Bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall, therefore, modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Excise Duty, Sales Tax, Insurance, and freight, other taxes, packing, forwarding and discounts if any into account.
- 9.6 The price approved by BSNL for procurement will be inclusive of levies & taxes, packing, forwarding, freight and insurance as mentioned in Para 9.1 above. Break-up in various heads like Excise Duty, Sales Tax, Insurance, Freight and other taxes paid/payable required under clause 9.2(i) is for information of the Purchaser.
10. **PERIOD OF VALIDITY OF BIDS :**
- 10.1 Bid shall remain valid for 240 day from date of opening of the bid (Qualifying Bid). **A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE RAIPUR SSA AS NON-RESPONSIVE.**
- 10.2 The RAIPUR SSA reserves the right to request the lowest 3 bidders as per read out list on the opening day to extend the bid validity for a period of further 120 days and the bidder has to necessarily extend the bid validity. Refusal to extend the bid validity will result in forfeiture of the bid security. A bidder accepting the request and extending the bid validity will not be permitted to modify his bid.

11 SIGNING OF BID :

- 11.1 The bidder shall submit his bid, online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid or as applicable.
- 11.2. 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 or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

12. SEALING AND MARKING OF BIDS

The bid should be submitted as per Clause of tender information.

12.1 The bids

Single Stage Bidding & Two Envelope System

The details of sealing & marking of bids in each case is given below:

- 12.2 In Single stage bidding & two envelopes system, the bidder shall submit his bid in two envelopes;
The cover of First envelope will be named as "Bid Security & Tender from Fee" Shall contain the Tender Documents Cost & Bid Security as per Clause 9 & 14. Of section I (NIT) &. The cover of Second envelope will be named as "TECHNOCOMMERCIAL BID" Shall contain the 'Original Copy' of the Affidavit & Power of attorney (If applicable).

Both the envelopes should be sealed separately and further kept in a single main envelope under the personal seal of the bidder.

a) The envelopes shall be addressed to the AGM (NWP), O/o GMTD BSNL RAIPUR; FAFADIH TELECOM BHAVAN-RAIPUR-492009 (Chhattisgarh).

- b) The envelope shall bear the name of the tender-----
-----,the tender number-----and “ **DO NOT
OPEN BEFORE DATE: -----/2019 AND TIME 14:30 HRS.”.**
- c) The inner and outer envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- d) Tender should be deposited in the tender box provided by tendering authority or delivered in person on above mentioned address (address is given in Clause above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- e) Bids delivered in person on the day of tender opening shall be delivered on or before the opening time.
- f) Venue of Tender Opening:
**(i)AGM (NWP), O/o GMTD BSNL RAIPUR; FAFADIH
TELECOM BHAVAN RAIPUR-492009 (Chhattisgarh).**
- (ii) If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently on
AGM (NWP), O/o GMTD BSNL RAIPUR; FAFADIH
TELECOM BHAVAN RAIPUR-492009 (Chhattisgarh).**

12(3) If both the envelopes are not sealed and marked as required at para 12.1 and 12.2, the bid shall be rejected.

13.0 SUBMISSION OF BIDS

- 13.1. Bids must be submitted by the bidders on or before the specified date & time indicated in NIT.
- 13.2 The BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
- 13.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all or some of the systems/ equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

14.0 LATE BIDS

- 14.1 No bid shall be accepted either online by E-Tender Portal or physically in case of manual bidding process after the specified deadline for submission of bids prescribed by the purchaser.

15. MODIFICATIONS AND WITHDRAWAL OF BIDS :

- 15.1 The bidder may modify, revise or withdraw his bid after submission prior to Dead line prescribed for submission of bid.
- 15.2 The bidder's modification, revision or withdrawal shall have to be online and Digitally authenticated as per clause
- 15.3 Subject to clause no bid shall be modified subsequent to the deadline

For submission of bids.

E. BID OPENING AND EVALUATION:

16. OPENING OF BIDS BY THE BSNL :

16.1 The BSNL shall open bids online in the presence of the authorized representatives of bidders online who chose to attend, at time & date specified in NIT on due date.

The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in **Section- VII**).

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

16.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee

(i) The bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to **AGM (NWP), O/o GMTD BSNL RAIPUR; FAFADIH TELECOM BHAVAN-RAIPUR-492009 (Chhattisgarh)**. Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/ authorized representatives by sending them a suitable notice.

(ii) The following information should be read out at the time of Techno-commercial bid opening:-

- a) Name of the Bidder
- b) DD for Tender FEE
- c) EMD amount & validity and acceptability
- d) Information in respect of eligibility of the bidder.
- e) Details of bid modification/ withdrawal, if applicable.

(iii) The following information should be read out at the time of Financial bid opening:-

- a) Name of the Bidder
- b) Prices quoted in the bid

16.4 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 next working day, time and venue remaining unaltered.

17. **CLARIFICATION OF BIDS BY THE BSNL:** To assist in examination, evaluation and comparison of bids, the BSNL may, at its discretion ask the bidder for clarification of its bid. The request for its clarification and its response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

18. General guidelines to TOC & TEC for opening of Bids & Evaluation thereof :-

(a) On the specified date and time, the nominated TOC (Tender Opening committee) will open technical bid

of the bidders as per the guidelines on the matter and prepare the TOC report duly signed by the all the members.

- (b) After approval of TOC report by competent authority TEC will evaluate the bids technically/commercially.
- (c) After approval of TEC report by competent authority TOC will open the financial bid on the specified date and time.
- (d) TEC will evaluate the financial bid and submit the report to competent authority for approval.

19. **PRELIMINARY EVALUATION :**

- 19.1 BSNL 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.
- 19.2 If there is discrepancy between **words and figures**, the amount in **words** shall prevail. If the Contractor does not accept the correction of the errors, his bid shall be rejected.
- 19.3 Prior to the detailed evaluation, pursuant to clause 20, the BSNL will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without deviations. The BSNL's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence except clarification sought by TEC.
- 19.4 A bid, determined as substantially non responsive will be rejected by the BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 19.5 The BSNL 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.

20. **EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS :**

- 20.1 The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 18 and 19 through TEC.
- 20.2 The evaluation and comparison of responsive bids shall be on the percentage deviation (above/below/at par) offered and indicated in schedule of rates of the bid documents.

21. **CONTACTING THE DEPARTMENT :**

- 21.1 Subject to clause 17 no bidder shall try to influence the BSNL on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.
- 21.2 Any effort by the bidder to modify his bid or influence the BSNL in the BSNL's bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid.

22. **AWARD OF CONTRACT:**

- 22.1 The GMTD Raipur shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable.
- 22.2 The work against the tender is for one year's requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between the A.G.M. (NWP) and the contractor **Or completion of work whichever is earlier.** The agreement can be further extended for another one year on existing terms and conditions with mutual consent.
- 22.3 **L 1 (Lowest bidder) will be decided on composite prices of all items in Work will be allotted to L1 Bidder only .However competent authority may distributed the Distribution of Qty. to L2,L3 etc. bidders including MSEs/NSIC bidder also get at proportionate L1 rates, as per BSNL procurement policy.**
- 22.4 The agreement will be normally for one year and can be extended on discretion of the competent authority for one year or part of it . The period of agreement can be less than one year also

which may be further extended on satisfactory performance. Extension will always be given on same rates and same terms and condition & of the tender. **Security Deposit shall be recovered from the bills for additional quantum more than agreement value.**

22.5 BSNL RESERVES THE RIGHT TO LIMIT THE NUMBER OF CONTRACTORS AND AREA ASSIGNED TO THEM DEPENDING ON THE NEED.

22.6 BSNL however reserves the right to depart from the guidelines for the distribution of quantities of work amongst the successful bidders depending upon the urgency and other factors prevailing at the time of deciding the tender.

23. BSNL'S RIGHT TO VARY QUANTUM OF WORK:

The GMTD Raipur, at the time of award of work under the contract, reserves the right to decrease or increase the work by up to 25 % of the total quantum of work and tender cost specified in the schedule of requirements without any change in the rates or other terms and conditions. The period of tender also increase for another one year on mutual consent.

Contractor or tenderer should not execute any work order beyond the amount as mentioned in FAT or subsequent modifications if any. Contractor / Concerned in charge will intimate to GMTD Raipur in writing when 80% of the amount is exhausted along with all required document and pending bills.

24. BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The BSNL 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 what-so-ever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the BSNL's action.

25. ISSUE OF LETTER OF INTENT :

25.1 The issue of letter of intent shall constitute the intention of the BSNL to enter in to the contract with the bidder. Letter of intent will be the issued as offer to the successful bidder.

25.2 The bidder shall give his acceptance with in stipulated time mentioned in letter of intent, , along with security in conformity with clause 5.1 of section-V, provided with the bid documents

25.3 The successful Tenderer will have to execute an agreement on a non judicial stamp paper of Rs. minimum 100/- or 0.01% of Finalized Tender cost (which is More) , (The cost of stamp to be borne by the Tenderer) in the prescribed form to the effect that the Tenderer and O/o GENERAL MANAGER Telecom, BSNL RAIPUR SSA are bound by terms and conditions in the agreement which in turn will be the same terms and conditions as mentioned in tender document and final negotiation/ approval if any

26. SIGNING OF AGREEMENT :

26.1 The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the BSNL within a week of submission of Security Deposit as per clause 25.2 above.

26.2 As soon as the tender is approved by the competent authority, the Bid Security deposited by the successful bidder shall be converted into security deposit , which will be held by the BSNL till the completion of warranty period. None of the deposits will bear any interest.

27. ANNULMENT OF AWARD: Failure of the successful bidder to comply with the requirement of clause 25 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event, the BSNL may make the award to any other bidder at the discretion of the BSNL or call for new bids.

28. The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder. As per requirement of the tender's condition, if any document/paper/certificate submitted by the participant bidder is found to be false/fabricated/tempered/manipulated at any stage during bid evaluation or award of contract , then the bid security of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealings with the bidder. In case contract has already been awarded to the bidder , then PBS/SD would be forfeited and

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the contract would be rescind/annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning the business dealing with defaulting bidder.

29. E-tendering Instructions to Bidders

Note :-The instructions given below are ITI Limited e-tender portal. E Portal address and the according references/clauses may be suitably modified in this section as applicable from time to time.

General :

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders'. Submission of Bids only through online process is mandatory for this Tender.

For conducting electronic tendering, GMTD BSNL RAIPUR is using the portal [https://. www.tenderwizard.com/BSNL](https://www.tenderwizard.com/BSNL) through ITI Limited, a Government of India Undertaking.

1. Tender Bidding Methodology:

E-tender Bid System – 'Two Stage –
1. Techno-commercial bids
2. Financial bids(cost bid)

Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

Please keep in note that after verification of uploaded documents to its ORIGINAL DOCUMENTS financial bid would be open.

1.1 Downloaded Tender documents should be uploaded online through E-tender portal: (<https://www.tenderwizard.com/BSNL> without any corrections and overwriting in original, duly digitally signed by bidder.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC) from CCA
2. Register on ITI Limited Portal
3. Create Users and assign roles on ITI Limited
4. View Notice Inviting Tender (NIT) on ITI Limited
5. Download Official Copy of Tender Documents from ITI Limited
6. Bid-Submission on ITI Limited: Prepare & arrange all document/paper for submission of bid online and offline.
7. Submission of offline documents in sealed envelope at AGM(NWP), O/o GMTD BSNL RAIPUR; FAFADIH TELECOM BHAVAN-RAIPUR-492009 (Chhattisgarh).size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
8. Utmost care may be taken to name the files/documents to be uploaded on ITI Limited.
9. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ Part A (Excel Format) may be downloaded and rates may be filled appropriately.

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 ITI Limited

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 3, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Method for submission of bid documents

In this tender the bidder has to participate in ITI Limited e-tender portal online. Some documents are to be submitted physically offline. For details please see below.

4.1. Offline submission:

The bidder shall submit the following documents offline to AGM(NwP), O/o GMTD BSNL RAIPUR; FAFADIH TELECOM BHAVAN-RAIPUR-492009 (Chhattisgarh) on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. DD for Tender Fee as per NIT (Original copy).
2. DD for EMD-Bid Security (Original copy).
3. Original Affidavit.
4. Original Power of Attorney (If applicable)

5. Sample should be submitted by the tenderer.

NOTE: DD - drawn in favour of AO (Cash), O/o GMTD, BSNL RAIPUR Chhattisgarh; PIN -492009, payable at Raipur, against payment of tender fee.

4.2 Online submission is in two stage

(A) Contents of 1st stage (Techno-Commercial Bid)

i	Bid Security in accordance to clause no 9 & 14 of Section I.
ii	Bid form duly filled in as per Section-II and Bidders profile as per Section-III of tender document should be uploaded online separately.
iii	Certificates of incorporation /copy of Registration of firm /copy of valid Shop Act license, which ever is applicable.
iv	Copy of Partnership deed of partnership Firm or Copy of Memorandum & Articles of Association of company.
v	Original "Power of Attorney" in case person other than the Bidder signed the documents. The power of attorney should be for specific work (mentioning the NIT no.) in non judicial stamp paper and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.
vi	Near Relative Certificate, in case of proprietorship firm the certificate will be given by the proprietor, for partnership firm /Company the certificate will be given by The authorized Person & declare that none(Firm Partner/All Director including himself/herself) of his/her near relative is employed in BSNL format Section X separately.
vii	Experience Certificate as mentioned in Clause 8 of Section-I (NIT).
viii	Intending bidders should have nationalized/scheduled bank solvency of Rs. 40% of Tender Estimated Cost and Date of Solvency certificate should not be older than One year from the date of NIT.
ix	Copy of PAN No (in case of Sole Proprietorship, PAN No of proprietor required , In case of Partnership firm/company, PAN No of firm /company is required)
x	Income-tax Return filed copy (A.Y. 2017-18 & 2018-19)
xi	AN AFFIDAVIT IS TO BE GIVEN BY THE PROPRIETOR/PARTNER'S / DIRECTORS DULY NOTARIZED AFFIDAVIT IN NON-JUDICIAL STAMP PAPER/e-STAMP PAPER WORTH Rs.100.00 OR MORE as per format Section XI. (Duly self Attested and Notarized)
xii	Tender Documents uploaded online through E-tender portal: (https://www.tenderwizard.com/BSNL) without any corrections and overwriting in original (Digitally Signed), Tender is liable to be rejected if Filled Tender Documents not submitted accordingly.
xiii	Valid GST Registration Certificate (PAN Based)

NOTE:-1.The Bidder has to upload the Scanned documents in sequence manner as above.

2. ALL UPLOADED DOCUMENTS MUST BE ORIGINAL SCANNED OR SELF ATTESTED AND NOTARISED. OTHER WISE BID WILL BE REJECTED. (DIGITAL SIGNATURE IN CASE OF UPLOADED BID DOCUMENTS IS SUFFICIENT)

(B)Contents of 2nd stage cost (Financial Bid/ BOQ)

- 1 Original Price Schedule (BOQ) as per Section-XII.

- 2 Price/financial bid shall be uploaded separately in respective link only and bidder shall be required to upload required information in electronic form only. No hard copy of price bid shall be uploaded in mandatory/general document. No hard copy of price bid is required to be submitted to BSNL office.
- 3 Submit your bids well in advance of tender submission deadline on ETS as there could be last minute problems due to internet timeout, breakdown, etc.

Note:

- (i) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning 'The document <name> called vide clause _____ is not applicable on us.
- (ii) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

5. Registration

To use the Central Public Procurement Portal (<https://www.tenderwizard.com>), Vendor need to register on the portal. The vendor should visit the home-page of the portal <https://www.tenderwizard.com> and Select BSNL .

Note: Please contact **ITI** Limited Helpdesk (as given below), to get your registration accepted/activated.

.ITI Limited Helpdesk	
Telephone	(011) 49424365 / 49424302 [between 9:30 hrs to 18:00 hrs on working days]
Mobile Nos.	9926170388,8305920951 (Shri Mohan Soni)
E-mail ID	twhelpdesk680@gmail.com or twhelpdesk466@gmail.com
BSNL Contact-1	SDE(Tech) O/o GMTD Raipur (C.G.)
Telephone/ Mobile	0771-2534030, [between 11:00 hrs to 17:30 hrs on working days]
E-mail ID	rypsdetechnical@gmail.com
BSNL Contact-2	AGM(NWP) O/o GMTD Raipur (C.G.)
Telephone/ Mobile	0771-2537766, 2538855 [between 11:00 hrs to 17:30 hrs on working days]
E-mail ID	agmnwpryp@gmail.com

Note : Any support related mail problem should be sent to twhelpdesk680@gmail.com or twhelpdesk466@gmail.com.

6. Price schedule / BOQ

Utmost care may kindly be taken to upload price schedule / BOQ. Any change in the format of price schedule / BOQ file shall render it unfit for bidding. Following steps may be followed:

1. Down load price schedule / BOQ in XLS format.
2. Fill rates in down loaded price schedule / BOQ as specified in XLS format
3. Price has to be filled in the same file and the same has to be uploaded.
4. Save filled copy of downloaded price schedule / BOQ file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

7. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.tenderwizard.com>/BSNL and go to the registered me link. A vender registration page will be opened and their all required information regarding bidder online registration process mentioned read carefully and registered himself

- 7.1. The bidders intending to participate in e-bidding process shall have to register with BSNL authorized e-Tendering agency namely M/s ITI Limited through their website www.tenderwizard.com and selecting BSNL from their home page.
- 7.2. Bidder shall have to pay Rs 3500 plus GST through electronic transfer as one time annual registration fee for participating any e-bid published by BSNL through ITI.
- 7.3. On registration with ITI bidder shall be provided access to ITI e-Tender web portal for accessing and down loading and uploading bid document. It may please be noted that bidder can access and down load bid document but cannot participate in tendering process without registering themselves with ITI e-tender portal.
- 7.4. For participating in e-Tendering process bidder shall access e-tender document uploaded on the portal and pay requisite tender processing fee as defined for each tender as designated window in the portal. Normally e-tender processing fee is 0.05% of estimated cost of each block in tender subject to minimum Rs 500 and maximum Rs 5000 plus GST (as applicable).
8. **Minimum Requirements at Bidders end**
 - Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
 - 2 Mbps Broadband connectivity with UPS.
 - Microsoft Internet Explorer 7.0 or above
 - Digital Certificate(s) for users.
30. **Benefit of MSME Bidder :-**
 - i. MSE/MSME/NSIC bidders registered for similar items may claim exemption from payment of cost of tender form, EMD /Bid Security. The bidder shall furnish along with the bid a certificate/documentary proof in respect of registration clearly showing it's validity as on date of opening of the bid. Moreover, they should also produce documentary evidence showing that the firm is MSE/NSIC registered for the items & category i.e. **"Supply of Electrical/ Technical /Telecom equipment"** tendered for. Failure to comply this provision shall result in summarily rejection of the bid.
 - ii. In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20 (twenty) per cent of total tendered value. The 20 (twenty) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSMEs within such price band.
 - iii. Within this 20% (Twenty Percent) quantity, a purchase preference of four per cent (that is, 20 (twenty) per cent out of 20 (twenty) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Provided that, in event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four percent sub-target shall be met from other MSE. MSEs would be treated as owned by SC/ST entrepreneurs:
 - a) In case of proprietary MSE, proprietor(s) shall be SC /ST
 - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty - one percent) shares in the unit
 - c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.
 - iv. Under Start up India, stand up India like Central government program under MSE, entity may relax an Turn over & Experience in 1st year of Registration in MSME.
- 30.1:- **Category;** - The following condition are applicable to the enterprises engaged in providing or offering services;- Category investment
 - a. Micro Enterprise <=10 Lakh.
 - b. Small Enterprise >= 10 Lakh to <2 Crore.
 - c. Medium Enterprises >2 Crore to<5Crore

SECTION – V

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1. **APPLICATION:**

The General conditions shall apply in contracts made by the RAIPUR SSA for the e-TENDER FOR SUPPLY AND INSTALLATION (WITH MATERIAL) OF WINDOW & ROOM COOLER, UNDER GMTD RAIPUR.

2. **STANDARDS:**

The works to be executed under the contract shall conform to the standards prescribed in the e-TENDER FOR SUPPLY AND INSTALLATION (WITH MATERIAL) OF WINDOW & ROOM COOLER, UNDER GMTD RAIPUR.

3. Price:-

- (i) **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 his Bid.**
- (ii) Price will be fixed at the time of issue of Purchase/work order as per taxes and statutory duties applicable at that time.
- (iii) Any increase in taxes and other statutory duties /levies after the expiry of schedule delivery date shall be to the supplier account. However, benefit any decrease in this taxes/duties shall be passed on to the purchaser by the supplier.
- (iv) The bidder shall give the total a composite price inclusive of all levies and taxes, packing, forwarding, freight etc. The contractor shall be responsible for transporting the materials, to be supplied by the Raipur SSA AGM (NWP) O/o The GMTD Raipur Store.
- (v) The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- (vi) Successful bidder will be claimed/charge GST extra in the total amount of supply of Computer items. Other charges ie transportation, loading, unloading of Computer item will be arrange by the successful bidder/supplier.

4. **SUBCONTRACTS**

No sub contract is permitted.

5. **PERFORMANCE SECURITY DEPOSIT:-**

- 5.1 The successful bidder shall deposit security deposit to the tune of 5 % of finalized tender cost (In form of crossed DD/ Cash/ FDR (with sign in receipt) placed to AO(CASH) O/o GMTD Raipur of BSNL/ Bank Guarantee, valid for 24 months of approved tender cost of work put to tender at the time of agreement if EMD already deposited by bidder as bid security then this EMD after bidder consent may be convert from bid security to security deposit and difference amount tune of 2.5% would be deposited by bidder . If the work is awarded to more than one contractor the security amount as mentioned above will be divided among the number of contractors, on prorata basis.
- 5.2 The performance security shall be payable to the Tendering Authority as a compensation for successful bidder's failure to complete its obligations under the contract or for any loss resulting from the non performance of the contract.
- 5.3 The Tendering Authority will discharge the Security Bond after completion of the Successful bidder's performance obligations, under the contract.
- 5.4 The Security Deposit will not carry any interest while it is in the custody of BSNL.
- 5.5 SECURITY DEPOSIT shall only be refunded on verification of all submitted. EPF, ESI, Labour license, GST payment particular & other liable liabilities with respect to form 3A & 6A. (IF applicable)
- 5.6 **The Security Deposit shall be released/refunded after completion of Service Provider's performance obligations under the contract Further the release of security deposit will be subjected to recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document and on production of "no dues certificate" from "Engineer-in-charge" regarding satisfactory completion of work .**

- 5.7 The bank guarantee furnished as security deposit should be valid for a period of not less than 24 months from the date of agreement. If required the period of validity can be decided by GMTD Raipur period considered being suitable for a particular tender.
- 5.8 In the event of any breach of any terms and conditions of the contract, the contract will be terminated and security deposit will be forfeited to the BSNL.
- 5.9 All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the security deposit or from any sum which may be due or may become due to the contractor by the BSNL on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the running bill of the contractor.
- 5.10 In the event of failure of the tenderer to start the work as stipulated, the amount of Earnest Money and / The security deposit (SD) is required to protect the BSNL against the risk of bidders conduct and will be forfeited in part / whole in case of -:
- i) Unsatisfactory service.
 - ii) Theft or misappropriation of articles of the BSNL.
 - iii) Damage caused to BSNL assets and damage/loss to store issued
 - iv) Withdrawal of the successful tenderer from the contract before its expiry without giving proper notice as specified in the terms & conditions of this tender document.
 - v) Or all or some of the above.
- 5.11 Security deposit will not earn any interest for any period whatsoever. Security deposit will be returned after the successful completion of the contract as certified by the competent authority of BSNL and after deducting the dues, if any, payable to the BSNL. In the event of any breach of any terms and conditions of the contract, the contract will be terminated and security deposit will be forfeited to the BSNL. No interest shall be paid on amounts payable to the contractor under this contract.**
- 5.12 Security Deposit tendered in any form of Bank Guarantee or FDR shall be liable for appropriation / adjustment against any liquidated damages for delayed execution of work or against carry forward loss to the Department to which the contractor does not meet otherwise. If the contractor fails or neglects to perform any of his obligations under the contract, it shall be lawful for the BSNL to forfeit either whole or any part of the Security Deposit furnished by the Contractor, which does not amount to imposing of penalty, after issuing 'SHOW-CAUSE NOTICE' which will be duly examined for final decision by the competent authority and the decision conveyed to the Tenderer in writing.
- 5.13 If the contractor duly performs and completes the contracts in all respects, the Government shall refund the Security Deposit to the Contractor after deducting all costs and other expenses that the Government may have incurred for making good any loss due to any action attributable to the contractor which the Government is entitled to recover from the contractor.
- 5.14 General Manager Raipur Telecom District may increase, at his discretion, the amount of security deposit mentioned at 1 above equal to 5 % of excess work awarded beyond estimate cost. The decision of GMTD Raipur for increase the security deposit shall be final and binding on the contractor and not called into question. The contractor has to submit the Bank guarantee issued by any nationalized / scheduled bank for the additional amounts within 15 days of acceptance of tender in the event of failure of the contractor to pay the increased amount of the security deposit within the specified period and in the form required by the GMTD, Raipur, the earnest money shall be forfeited and the contract shall be liable to cancellation at the risk and cost of the contractor subject to such other remedies as may be open to the Raipur Telecom District under the terms of contract.
- 5.15 In the event of failure of the tenderer to start the work as stipulated, the amount of Earnest Money and / or initial security deposit shall stand forfeited and the acceptance of the tender shall be reconsidered and revoked which will not amount to imposing of penalty.
- 5.16 Any unclaimed Security Deposit(s) as due for refund to the contractor / supplier and remain unclaimed for three years after its / their refund become(s) admissible (for instance after the contractor / supplier fulfills his contract) shall be dealt with in accordance with the provisions contained in the rules of the Telecommunication Department BSNL and not refunded if unclaimed period exceed to four year.
- 5.17 The "Bank Guarantee" is an 'autonomous' contract and imposes an 'absolute obligation' on the bank in its terms. As such the existence of disputes between the parties under this contract or a possibility of a reference of any dispute arising out of this contract to arbitration or of pendency of proceeding on such a reference has absolutely no relevance to the obligation of the bank under the "Bank Guarantee". The concerned Bank is bound to pay without demur irrespective of the pendency of any arbitration proceedings.
- 5.18 NSIC bidder also has to submit Security Deposit.**

6. **ISSUE OF PURCHASE ORDERS AND TIME UNIT:**

- 6.1 Work order / purchase requisition is issued by AGM(Admn) with prior approval of DGM and after Ensuring availability of Budget from account section, The work order (p.o. in ERP) for supply of **Coolers** Work on Contract Basis.
- 6.2 The work will be awarded to the contractor through issue of work order, which will give the details of works.
- 6.3 The GMTD RAIPUR reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority, the contractor is not executing the work at the required pace.
- 6.4 The time allowed is the essence of the contract on the part of the contractor and the work should be completed in all respects within the time as indicated in the work order. In event of rate of work done being found low, the GMTD RAIPUR reserves the right to terminate the contract. Thereafter, the GMTD RAIPUR will be free to get the work done through any alternate agency to be decided by it. Any excess amount required to be paid to the alternate agency to carry out the work have to be borne by the defaulting contractor.
- 6.5 Also in case the contractor fails to undertake and complete the work in specified time, the GMTD RAIPUR will have right to award the work to any other alternative contractor. The difference in cost of work will be payable by the defaulting contractor. In addition to this, his security Deposit/ E.M.D. shall be forfeited.
- 6.6 In respect of the works not complying the above standard the GMTD RAIPUR reserves the right to either allow proportionate rate or disallow the entire claim.
- 6.7 If the contractor fails to complete the work within the stipulated time, improper and bad workmanship noticed in the work, penalty or recovery as per agreement would be imposed. Liquidity damages such imposed shall be recovered from the Running Bill/Final Bill/SD as per the various clauses of the conditions of contract. Therefore, the contractors, who are confident of completing the works in schedule time period, are only eligible to participate in the tender.
- 6.8 If due to any reason partial work order is to be issued then the same shall be issued with the approval of an officer not below the rank of General Manager
- 6.9 The work order shall be issued so as to include all items of works of **supply of Coolers** The contractor shall organize the work in such a way so as to deliver meaningful output of requisite quality within shortest possible time.
- 6.10 If due to any reason partial work order is to be issued then the same shall be issued with the approval of an officer not below the rank of General Manager.
- 6.11 The Concerned SDE shall mention the time limit to execute the work order after seeing the quantum of work/cost .

7. INSPECTION AND TESTS:

- 7.1 The Purchaser or his representative shall have the right to inspect and test the goods
- 7.2 Shall any inspected or tested goods fail to conform to the Specifications the Purchaser may reject them and the Supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of all costs to the Purchaser.
- 7.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 7.1 & 7.2 above, the materials/goods/items on receipt in the Purchaser's premises will also be tested before "take over" and if any goods or part thereof is found defective, the same shall be replaced free of all cost to the Purchaser as laid down in clause 7.4 below.
- 7.4 If any material/goods or any part thereof, before it is taken over, is found defective or fails to fulfil the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the Supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding **one month of the initial report**. These replacements shall be made by the Supplier free of all charges at site. Shall he fail to do so within this time, the Purchaser reserves the right to reject and replace at the cost of the Supplier the whole or any portion of the material as the case may be, which is defective or fails to fulfil the requirements of the contract. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the Supplier.

8. DELIVERY AND Material/Goods:

- 8.1 Delivery of the goods and documents shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements and Special Conditions of Contract and the goods shall remain at the risk of the Supplier until delivery has been completed. **The delivery of the items/goods shall be to the ultimate consignee as given in the Purchase Order.**
- 8.2 The delivery of the goods and documents shall commence immediately on placement of purchase order on vendor as per delivery schedule strictly as mentioned in purchase order.

09. WARRANTY

- 9.1 The Supplier shall warrant, that goods/items to be supplied shall be new and free from all defects and faults, in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered, and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the goods/items are faulty. This warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date; minimum 12 **Month or Manufacturing Warranty** (which is more) after the goods/items have been taken over.
- 9.2 If it becomes necessary for the Supplier to replace or renew any defective portion/portions of the material under this clause, the provisions shall apply to the portion/portions of the material so replaced or renewed or until the end of the above mentioned period of minimum 12 **Month or Manufacturing Warranty** (which is more), whichever may be later. If any defect is not remedied within one month's time, the Purchaser may proceed to do the work at the Supplier's risk and expenses, but without prejudice to any other rights, which the Purchaser may have against the Supplier in respect of such defects.
- 9.3 Replacement under warranty clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.

10. PAYMENT TERMS

The bill for the works done may be submitted by the contractor as soon as work is completed according to work order.

1. The contractor shall prepare the bills in triplicate ensuring execution of part work in its completeness as envisaged above, correctness of rates and submit the bills to AGM (NWP) Bills serially machine numbered duly stamped, GST No. is to be printed on top of the bills.

2. **GST No 22AABCB5576G2ZU & HSN/SAC should be compulsory mentioned on the invoice. Bill should be submitted by name of "Bharat Sanchar Nigam Limited Chhattishgarh Telecom Circle Raipur (C.G.)"**

3. Bills must be routed through ERP by concern AGM GMTD Raipur can change the procedure for Processing of invoices to improve the system efficiency any time during extension of the contract agreement.

4. The following **documents should be submitted along with bills:**

- (a) Invoice clearly indicating break up details of composite price i.e. Basic, E.D., Sales Tax, any other Duties and Taxes, Freight/ Packing Charges, GST etc.
- (b) **Invoice duly certified by Concerned SDE and countersigned by Concerned AGM.**
- (c) Acknowledged Delivery Challan.
- (d) Consignee receipt.
- (e) The copy of receipt towards payment of GST Challan.
- (f) **Satisfactory Report.**
- (g) **Work order.**
- (h) **Other relevant documents immediately after completion of the supplies against any purchase order.**
- (i) Warranty certificate as per clause No.10 of Section V.

5. **Payment will be released subject to availability of cash/funds. Payment of wages may not be linked with bills payment.**

6. **Payment will be made to the contractor on the supply made by him based on the satisfactory certificate having inspection/ quantity/quality satisfactions certificate by the consignee after deduction IT & Commercial Tax as per rule.**

7. **Payment will be made through account payee cheque payable through the nationalized/scheduled banks at the head quarters of the District Authority or NEFT/RTGS/through Online banking from CSC Circle office Raipur (ERP System). The District Authority will not bear any collection charges /other charges charged by Bank.**

8. No payment will be made for the goods received in less quantity, damaged / faulty condition.

9. Any recovery pointed out by audit will be directly deducted from bills/ Security deposit.

10. **Whereas no interest will be claimed on the delay payment on any ground of dispute.**

10.1 PENALTY CLAUSE:

1. If contractor fail to complete the work stipulated time mentioned in issue of work order. The purchaser shall be entitled to recover 0.5% of the value of the total purchase order for each week's delay or part thereof for a period of 10 Weeks and thereafter 0.7 % of the value of delayed supply for each week of delay or part thereof. Quantum of the liquidated damages and delay assessed and penalty imposed by the Purchaser shall be final and not changeable by the supplier.

2. The penalty will be deducted from the bill payable to the contractor.

3. If contractor fail to execute two consecutive work order the contract can be terminated and SD/EMD will be forfeited

11. CHANGES IN PURCHASE ORDERS

11.1 The Purchaser may, at any time, by a written order given to the Supplier, make changes within the general scope of the contract in any one or more of the following

(a) Drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser.

(b) The method of transportation or packing;

(c) The place of delivery; or

(d) The services to be provided by the Supplier.

11.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any proposal by the Supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order, and before commencement of supply pursuant to Clause 12.1. Any supply made pursuant to Clause 12.1 shall be interpreted as the acceptance of all amendments of Purchase Order unconditionally by the Supplier.

12. DELAYS IN THE SUPPLIER'S PERFORMANCE

12.1. Delivery of the Goods and performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in its Purchase Order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchaser order, Purchaser reserves the right either to short close/cancel this purchaser order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the Supplier and Purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors/Suppliers.

12.2 Delay by the Supplier in the Performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions, viz., and forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.

12.3 If at any time during performance of the Contract, the Supplier or subcontractor(s) encounters Conditions beyond his control impeding timely delivery of the goods and performance of service, the supplier shall promptly (within seven days of the occurrence) notify the purchaser in writing of the fact of the delay, its likely duration and its clause(s). As soon as practicable after receipt of the supplier's notice, purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks) subject to furnishing of additional performance security @ 5% of the total of the Purchase order.

12.4 If the supplies are not completed within the extended delivery period, the purchase order shall be short closed and both the performance securities shall be forfeited

13. LIQUIDATED DAMAGE

13.1 The date of delivery of the goods/items stipulated in the acceptance of tender shall be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein (Purchase order). Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period, without prior concurrence of the Purchaser, and be accepted by the consignee, such deliveries will not deprive the Purchaser of his right to recover liquidated damages. However, when supply is made within **21 days** of the contracted original delivery period, the consignee may accept the goods/items and in such cases the provision will not apply.

13.2 Should the tenderer fail to deliver the stores or any consignment thereof within the per prescribed for delivery the Purchaser shall be entitled to recover 0.5% of the value of the delayed supply for each week of delay or part thereof for a period up to 10 weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for a another 10 weeks of delay. Total penalty will be maximum of 12% of the P.O. value. In the case of package supply where the delayed portion of their supplies materially hampers installation and commissioning of the systems, L/D charges shall be levied as above on the total value of the concerned package of the Purchase Order.

13.3 Quantum of liquidated damages assessed and levied by the Purchaser shall be final and not challengeable by the Supplier. **This is exclusive of the penalty as per tender document.**

14. 14. Rescission/Termination of contract

14.1 Circumstances for rescission of contract:

Under the following conditions the competent authority may rescind the contract:

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

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

14.2.1 Measurement of Works executed since the date of last measurement and up to the date of rescission of contract shall be taken in the presence of the contractor or his authorized representative .who shall sign the same in the MB. If the contractor or his authorized representative do not turn up for joint measurement, the measurement shall be taken by the officer authorized for this purpose after expiry of due date given for joint measurement. The measurement taken by the officer so authorized shall be final and no further request for joint measurement shall be entertained. '

14.2.2 The unused material (Supplied by the BSNL Raipur) available at site, shall be transported back by the BSNL Raipur to the Telecom Store at the risk and cost of the contractor. If any such material is found damaged/lost then the penalty shall also be recovered from the contractor as per conditions in tender documents, *ibid*

14.2.3 The un-executed work shall be got executed through the qualified bidder from amongst the bidders, who participated in the bidding process, by giving them offers in their order of ranking (L2, L3---) at their quoted rates. If the work was awarded on single' tender basis then the BSNL Raipur shall get' the unexecuted work completed through any other contractor approved in (the SSA) at the approved rates of that particular section or to execute the work BSNL Raipur ally, as is convenient or expedient to the BSNL Raipur at the risk and cost of the contractor. In such a event no compensation shall be payable by the BSNL to the contractor toward any inconvenience/loss that he may be subjected to as a result or' such an action by the BSNL. In this regard the decision of (the SSA' Head) shall be final and binding. In all these cases, expenses whim may be incurred in excess of the sum whim would have been paid to the original contractor if the whole work had been executed by him shall be borne, and paid by the original contractor and shall be deducted from any money due to him by: the BSNL under the contract or any other account whatsoever any where in the BSNL Raipur or from a security deposit.

14.2.4 The certificate of the Divisional Engineer in-d1arge of work as to the value of work done shall be final and conclusive against the contractor, provided always that action shall only be taken after giving notice in Writing to the contractor.

14.3 Termination for Insolvency:

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

14.4 Optional Termination by BSNL (Other than due default of the Contractor):

14.4.1 The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract: prices for any additional expenses already incurred for balance work exclusive of purchases and/or whole of material, machinery and other equipment for use In or in respect of the work.

14.4.2 In the event of the termination of the contract, the contractor shall forthwith dear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work / operations concerned to the BSNL or as the BSNL may direct.

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

14.5 Issuance of Notice:

14.5.1 The Divisional Engineer in-charge of work shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Divisional Engineer in-charge shall submit a draft of final notice along with a detailed report to the competent authority who had accepted the contract.

14.5.2 The final notice for rescission of contract to the contractor shall expressly state the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing tile final notice:

- a) During the period of service of notice and its effectiveness, the contractor should not be allowed to remove from the site any material/equipment belonging to the BSNL Raipur.
- b) The contractor shall give in writing the tools and plants he would like to take away/remove from the site. Such of the materials as belong to him and which may not be required for future

execution of balance work may be allowed by the Divisional Engineer in-charge of work to be removed with proper records.

- c) No new construction beneficial to the contractor shall be allowed.
- d) Adequate BSNL Raipur security arrangement In replacement of the contractor watch and ward shall be made forthwith. Expenses on this account are recoverable from the security deposit or any amount due to the contractor.

14.6 TERMINATION OF CONTRACT

- 14.6.1 The GMTD RAIPUR has the right to terminate the contract either partly or fully at any stage without assigning any reason by giving 10 days notice in writing to that effect and shall not be liable to pay any compensation to the contractor thereof.
- 14.6.2 In the event of contractor failing to execute the contract to the satisfaction of GMTD RAIPUR shall have the right to reject or/and with hold payment for such quantity of work till such time the defect rectified to the satisfaction of the GMTD Raipur.
- 14.6.3 In case of death of contractor during the period of contract, GMTD RAIPUR may at his opinion either immediately terminate the agreement or may require the surviving partner/legal heir of the contractor to complete the contract as per the original agreement.

15. INDEMNITIES:

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

16. ARBITRATION

- 16.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, CG Circle Raipur or in case his designation is changed or his office is abolished then in such case to the sole arbitration or some other person appointed by the CGMT CG Circle Raipur or the said officer. The agreement to appoint an Arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such CGMT or the said officer shall reappoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by this predecessors.
- 16.2 The arbitrator may from time to time with the consent of parties extend the time for making and publishing the award. Subject to aforesaid Indian Arbitration Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 16.3 The venue of the arbitration proceeding shall be the Office of CGMT, CG Circle Raipur or such other Places as the arbitrator may decide.

17 SET OFF

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the Purchaser or the BSNL or any other person or persons, contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with the Purchaser or BSNL or such other person or persons contracting through BSNL.

18 GST Registration

The contractor has to submit the registration of the GST. Otherwise no bill will be initiated for payment till the submission of GST registration

19. Bidder should furnish the name of his collaborator (if applicable), brand name, model no., and type of the products offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.
20. **FALL CLAUSE**
- 20.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in tender document. Further, if at any time during the contract.
- (a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service;
and/or
- (b) the prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract. The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the 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.
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 his performance security.

21. Inspection:-

BSNL shall have the right to cause an examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for BSNL to recover the same from him through the PBG or future bills.

22 RECOVERY OF OVER PAYMENT

During audit or internal check, if any over payment is noticed, the same will be recovered from the contractor.

23 DISPATCH OF NOTICE/ORDER

Any notice, order or other communication sought to be served to the contractor with reference to the contract shall, without prejudice to any other mode of service, be deemed to have been served if delivered by hand or sent by registered post or by telegram to the office of Tenderer at site or to the tenderer's head office, while any notice or order or communication by the tenderer to be served on BSNL with reference to contract shall be validly served if delivered by hand or through registered post to the office of AGM(NWP) Raipur Telecom District, Raipur. The tenderer can be intimated through SMS & E Mail also which will be valid communication.

24 Court Jurisdiction:

- 24.1 Any dispute arising out of the tender/bid document/evaluation of bids/issue of WO shall be subjected to the jurisdiction of the competent court of Raipur Chhattisgarh.
- 24.2 Where a contractor has not agreed to arbitration, the dispute/claims arising out of the contract/PO entered with him shall be subject to the jurisdiction of the competent court at Raipur Chhattisgarh.
25. **Near Relative Clause**

The near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of work in different units of BSNL. The detail is as under.

The near relatives for this purpose are defined as under.

- (a) Member of 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) & son(s) sife (Daughter in law), Daughter & daughter's husband (son in law), brother(s) & brother's wife, sister(s) & sister's husband(brother in law).

The company or firm or any other person is not permitted to tender for work in BSNL unit in which his near relatives are posted the unit is defined as SSA/ Circle/Chief engineer /chief archt/ corporate office Binders should have to furnish the declaration as per **Section X.**

26. AUDIT AND TECHNICAL EXAMINATION:

- 26.1 BSNL shall have the right to cause an audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have overpaid in respect of any work done by contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable the refund the amount of over payment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in clause with the heading payment of bills (same chapter), or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by BSNL to the contractor.
- 26.2 Provided that BSNL shall be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment have been agreed upon between the Divisional Engineer or his subordinate officer on one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the **GMTD Raipur** or his subordinate officer.
- 26.3 Any sum of money due and payable to the contractor including security deposit returnable to him under this contract may be appropriate by the BSNL for the payment of a sum of money arising out or under any other contract made by the contractor with the BSNL.

27 TERMINATION FOR DEFAULT

- 27.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this Contract in whole or in part.
- a) If the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser.
- b) If the Supplier fails to perform any other obligation(s) under the Contract; and
- c) If the Supplier, in either of the above circumstance(s), does not remedy his failure within a period of 15 days (or such period as the Purchaser may authorise in writing) after receipt of the default notice from the Purchaser.
- 27.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to para 14.1 the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, purchase goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the Supplier shall continue performance of the contract to the extent not terminated.

28. SPECIAL RIGHTS OF GMTD RAIPUR

1. In case of any dispute between the two contracting parties, the decision of the GMTD RAIPUR will be final.
2. The GMTD RAIPUR is not bound to accept the lowest tender, and also reserves the right to reject any or all the tenders so received without assigning any reason.
3. The GMTD RAIPUR reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered with the department.
4. The GMTD RAIPUR reserves the right to increase or decrease the duration and validity of the contract from normal one year duration and also reserves in the interest of the department.
5. In case of any dispute, case would be referred to the GMTD, RAIPUR or any other authority looking after the duties/works of GMTD, RAIPUR and he would be the sole arbitrator. His decision would be final and binding on all cases.
6. The GMTD, RAIPUR reserves the right to award the works to more than one bidder as per CVC guide lines, if required in the interest of the department
7. Tenders with any condition including that of conditional unconditional rebates shall be rejected forthwith.
8. All provisions of statutory acts enacted by the Govt. or other Local formalities issued by other statutory bodies and local authorities from time to time shall be fulfilled /complied at the cost of bidder/tenderer.
9. The GMTD RAIPUR reserves the right to black list the contractor and forfeiture the EMD if contractor submit false /Bogus certificates/ documents and found in any illegal activity or any such activity which is, in contravention to the general policy, statutory provision, rules, regulation as announced or declared or published by any competent authority.

SPECIFICATION & SCOPE OF WORKS

1. SCOPE OF THE PROJECT

1. It is necessary to indicate the make of Item by tenderer while quoting their rates and quality must be of Good Quality.
2. The tenderer must have to supply the Items as specified quality. Any deviation in quality of supply will be responsibility of the tenderer. No compromise in this regard will be considered.
3. Quantity ordered may vary to the extent of plus/minus up to 25% as indicated.
4. Any loss/damage will be sole responsibility of the contractor
5. In Case of any dispute, the decision of GMTD Raipur will be final and binding to all.
6. The Requirement is for the period of one year and work order will be given on as per requirement.
7. The L1 bidder has to make arrangements for repair of faulty units during and after warranty period
8. Quantity may be very as per requirement.
9. The tendered quantity shall be procured through one or more purchase orders issued from time to time during the validity of the bids.

Sl no	Types of Cooler	Specification	Unit	Qty of coolers	
				Room	Window
1	Room / Window Cooler	Size- 26"x29"x 40", 22 Gauge GI Sheet Body, Bajaj Electrical Motor with 15" Exhaust FAN Normal Pump fitted with ISO Certified Companies Switches & Wire.	Each	76	13
2		Size- 26"x29"x 40", 22 Gauge GI Sheet Body, Crompton Greevs Motor with 15" Exhaust FAN Normal Pump fitted with ISO Certified Companies Switches & Wire.			
3		Size- 26"x29"x 40", 22 Gauge GI Sheet Body, Havels Motor with 15" Exhaust FAN Normal Pump fitted with ISO Certified Companies Switches & Wire			

2. SCHEDULE OF REQUIRMENTS:-

Sl	Name of Unit	No. & Types of coolers	
		Room Coolers	Window Coolers
1	SDE (Int.)	5	
2	SDOP Sunder Nagar	11	
3	SDE(COMM)		2
4	JTO(Mobile	1	3
5	SDE(CM)	6	
6	PS TO GMTD	1	
7	AE Electrical	7	
8	SDOP Civil Line	5	
9	SDE(Genl)	1	
10	SDOT Mahasamund	4	

11	SDE(Mkt.)	0	1
12	AO (TRA)	6	
13	SDOP Fafadih	2	
14	CSC Raipur	1	3
15	SDOT Baloda Bazar	6	
16	SDOT Gariyaband	3	1
17	AGM(NWP)	1	
18	AGM(Admn)	1	
19	AGM(Rural)	1	
20	SDE(Legal)	1	
21	PA TO DGM, Admn. Bldg. Fafadih	1	
22	Room No. 207 Trunk Exch. Bldg.	1	
23	Room No. 208 Trunk Exch. Bldg.	1	
24	Room No. 209Trunk Exch. Bldg.	1	
25	Explo Room 1st Floor Trunk Exch. Bldg.	2	
26	Explo Room 2nd Floor Trunk Exch. Bldg.	2	
27	CSC Bill Counter	1	
28	Union Room	1	
29	Room No.107 Trunk Exch. Bldg.	1	
30	Room No.108 Trunk Exch. Bldg.	1	
31	SDOT Saraipali	1	1
32	SDE(Store/MM)		2
	Total	76	13

3. DELIVERY AND DOCUMENTS:

- 1 Delivery of the goods and documents shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements and Special Conditions of Contract and the goods shall remain at the risk of the Supplier until delivery has been completed. **The delivery of the items/goods shall be to the ultimate consignee as given in the Purchase Order.**
- 2 The delivery of the goods and documents shall commence immediately on placement of purchase order on vendor as per delivery schedule strictly as mentioned in purchase order.
- 3 **Inspection & Testing:** All the items Material to be supplied as per specification covered by this tender will be inspected / tested by the BSNL authorities, testing fees of which shall be borne by the supplier if any after its manufacture and prior to its dispatch from the supplier's works. The supplier should therefore give advance intimation to the BSNL authorities.

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach before Date of Bid opening)

No.: W-1-18/GMTDR/e-Tender-137/ Supply of Coolers /2019-2020/05 Dated 09 -04-2019

Subject: Authorization for attending bid opening on _____(date) in the tender of _____

The following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____(Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signatures
I		
II		
Alternate Representative		

Signatures of bidder

or

Officer authorized to sign the bid documents on behalf of the bidder.

- No.
1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate Representative will be permitted when regular representatives are not able to attend.
 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

SECTION VIII
PERFORMANCE SECURITY BOND FORM

(To be executed on Non judicial stamp paper worth Rs. as per stamp Act)

BG No. _____ **Date** _____
Rs.----- **Valid up to** _____

1. In consideration of the GMTD BSNL (hereinafter called 'the BSNL") having agreed to exempt _____ (hereinafter called 'the said Contractor (s)' from the demand, under the terms and conditions of an agreement/(Purchase Order) No. _____ Dated _____ made between _____ and _____ for the supply of _____ (hereinafter called "the said Agreement") of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement on production of a bank guarantee for _____ we, (Name of the bank) _____ (hereinafter referred to as "the Bank") at the request of _____ contractor(s) do hereby undertake to pay to the BSNL an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.
2. We (Name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, where the decision of the BSNL in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Supplier(s) in any suit or proceeding pending 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 to the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (office/Department) 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 discharges this guarantee. Unless a demand or claim under this guarantee is made on us writing on or before the expiry of Eighteen Months from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We (Name of the Bank) _____ further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against 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 _____ day of _____
for _____

(Indicate the name of the Bank)

Name of the Branch _____

Bank Contract Telephone No. ----- Mobile No.-----

E-Mail ID _____

Signature of the *Witness*

Name of Witness

Address of Witness

**SECTION IX
FORMAT OF AGREEMENT**

(To be executed on Non judicial stamp paper worth Rs. as per stamp Act Or Rs. 100 which or more)

This agreement made on this _____ day of (month) (year) **2019** Between BSNL (A Govt. of India Enterprises) a company incorporated under the companies act 1956 vide incorporation certificate no ----- having its registered corporate office at **Bharat Sanchar Bhawan H.C. Mathurlane , Janpath New Delhi-110001** and Circle Office **CGM o/o CGMT C.G. Circle Chhattishgarh Raipur (C.G.)** and SSA **GMTD O/o GMTD BSNL Raipur of the first part through AGM(NWP) O/o GMTD Raipur (C.G.) after approval of GMTD** (hereinafter referred to as the 'Party of First Part' which expression shall included the legally constituted signatories, assigns, successors and officers duly empowered to execute such agreement) empowered to execute this agreement through its resolution passed in the meeting of Board of directors .Its provisional acceptance tender vide number-----
- **Dated:** _____ herein part of this agreement.

And

M/s ----- having Address at _____
(hereinafter referred to as the Party of Second Part' or Second Part which expression shall included the legally constituted signatories, assigns, Successors and officers duly empowered to execute such agreement) of the second part through his sole proprietor Mr. _____ empowered to execute this agreement.

Whereas the Party of First Part i.e. BSNL (A Govt. of India Enterprises) is and

B. This deed of Agreement witness as follows

C. The supplier has agreed e- **TENDER FOR**-----
on the terms and conditions of tender notification bearing ref no -----

----- and as per the conditions
hereafter contained in the agreement.

D The contractor has agreed to supply the same as per the valid supply order from the purchaser

E Security deposit:

- (i) The successful tenderer/ contractor / supplier has paid a security deposit of Rs-----
----- (Rupees only) in the form of Bank Guarantee
vide BG No issued by (Nationalized/Scheduled
Bank).
- (ii) The General Manager Telecom Dist, BSNL, Raipur reserves the right to ask the successful tenderer to enhance the Security Deposit, if necessary. The decision of the General Manager Telecom Dist, BSNL, Raipur in this regard is final and binding on the contractor. If the tender is extended more than one year by the competent authority, correspondingly the tenderer has to submit the BG for the remaining tender period.
- (iii) The security deposit if it is in the form of Bank Guarantee shall be furnished for a period of Two year from the date of award of contract/tender. No interest will be paid on the security deposit
- (iv) The security deposit shall be released only after completion of tender period to the best satisfaction of the purchaser after reducing the penalty of amounts if any imposed.

F Guarantee:

- (i) The contractor /supplier / tenderer agrees that the material supplied shall be guaranteed as per the standards. In case if any defect is noticed , the material shall have to be replaced by the contractor within one week from the date of receipt of the written notice from the purchaser or any person authorized on his behalf, at no additional cost to the purchaser.

(ii) The contractor /supplier/ tenderer agrees that if the contractor/ tenderer fails to deliver the items or any consignment within the prescribed delivery time mentioned in the purchase order. The purchaser shall be entitled to recover 0.5% of the value of the total purchase order for each week's delay or part thereof for a period of 10 Weeks and thereafter 0.7 % of the value of delayed supply for each week of delay or part thereof. Quantum of the liquidated damages and delay assessed and penalty imposed by the Purchaser shall be final and not changeable by the supplier .

G If the successful tenderer / contractor is found to have supplied the items of poor quality or fails to supply within the prescribed time limits, the tenderer is liable to be black listed and will not be allowed to participate in future tenders apart from forfeiting the Security Deposit.

H The tenderer/ supplier agree that he will not claim any revision due to "Market Fluctuations which might effect the price in the tender.

I payment of Bills:

The contractor / tenderer should submit the bills in duplicate along with copy of the purchase/ Work order and delivery challan of the goods/ materials supplied for arranging the payment. Generally the Bills will be paid with in 30 days of the receipt of bills, which are in order.

J Validity of agreement:

This agreement shall be deemed to be in force for a period of one year from,..... to----- **Or completion of work whichever is earlier** The General Manager Telecom Dist, BSNL, Raipur reserves the right to extend the time limit of the contract by another period of one more year on the same terms and conditions or issues arising out of the implementing the conditions in the agreements are totally solved, whichever is later.

K Disputes/Arbitration :

That in case of any dispute or differences ,breach & violation relating to the terms of this agreement .The said dispute or difference shall be referred to the sole arbitration of CGMT Raipur of Bharat Sanchar Nigam Limited (BSNL) or any other person appointed by him. That the award of the arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglects his work or unable to act as Arbitrator for any reasons what so ever, the CGMT Raipur shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with reference from the stage at which it was left by the predecessor's/s (Opposite Party name) will have no objection in any such appointment that Arbitrator so appointed is employee of BSNL. The adjudication of such Arbitrator shall be governed by the Provisions of Arbitration and conciliation Act 1996 or any statutory modification or reenactment thereof or any rules made there of'.

L Termination :

The contract maybe terminated by the purchaser at any time by giving one month's notice in writing to the contractor without assigning any reason thereof and the decision shall be final. The Purchaser shall not be responsible for any loss, damage etc incurred to the contractor/ tenderer as a result of termination of the contract. The purchaser shall be free to take due action for appointment of new contractor during the period under notice or thereafter.

M. Cancellation :

The Purchaser reserves the exclusive right of rejecting the material and also cancellation of the purchase order even in any of the following conditions of (Non –confirmation of delivery schedule (ii) non confirmation to the specifications and standards.

N Indemnity

- (i) The contractor / supplier / tenderer agrees to bear, at his own cost and risk, any loss sustained to the purchaser due to any fault , error ,or any defect in the material supplied .
- (ii) The contractor/ supplier /tenderer declares that he will intimate names , if any of his relatives are posted as Asst Accounts Officer or sub Divisional Engineer or any other ranks above these two in any office connected to the contract. The contractor also agrees to intimate the names of such persons who are presently working or subsequently employed or near relatives to any Group B officer in the office , responsible for award and execution of the contract. The terms near relative means wife, husband, parent, Grand parents, children, brothers, sisters and other blood relatives etc nearer to the tenderer / suppliers
- (iii) The contractor declares that he is not an officer/ employee in any capacity in the department.
- (iv) The contractor /supplier / tenderer agrees to the cancellation of this contract, if any of the above conditions are violated and indemnifies the Government for the consequential losses if any to the contractor. The other terms and conditions mentioned in the tender document hold good and binding on the successful contractor / supplier/ tenderer. Any deviation of the tender conditions shall entail the forfeiture of the EMD/SD etc apart from the legal actions if any proposed by the competent authority .

BY Party of first part

Party of second part

Through authorized signatory
Shri.

through authorized signatory
Shri.

Signatures of Witnesses of parties are;

Witness
(Full name & address)

witness
(Full name & address)

1.

1.

2.

2.

SECTION - X

DECLARATION

(A) NEAR –RELATIONSHIP CERTIFICATE

"I.....S/o..... R/o.....
here by certified that none my relative (s) as defined below is/ are employed in BSNL unit. 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.

The near relatives for this purpose are defined as:

- (a) Member 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 and sons wife (daughter in law), daughter and daughters husband (son in law), brothers and brothers wife, sisters and sisters husband (brother in law),

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 limited company by all the directors of the company excluding govt. of India/ financial Institution nominees and independent none official part time directors appointed by Govt. of India or the governor of the state and full time directors of PSUs both state and central.

Signature of Bidder with seal

Note: In case of Authorized signatory, he should mention that none of the near relatives of Proprietor/Directors/Partner of the company is working in BSNL in any capacity in the above

SECTION – XI

AN AFFIDAVIT IS TO BE GIVEN BY THE PROPRIETOR/PARTNER’S / DIRECTORS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.100/-or More. The stamp paper has to be in the name of the tenderer)

I _____ Sole proprietor/ Partner/ authorized signatory of M/s _____ sole proprietorship/partnership firm/public/ private limited company, having its principal place of business/ registered office at _____ (Full Address) do hereby solemnly affirm and declare as under:-

1. That I am the sole proprietor of M/s _____

	Full Name of proprietor	Fathers name	Address	Contract No.	Email ID
1					

OR

That our firm is partnership firm having partners as under:-

	Full Name of partners	Fathers name	Address	Contract No.	Email ID
1					
2					
3					

OR

That our firm is Private limited / public limited company incorporated in terms of the provisions of the Companies Act. 1956/ Companies Act, 2013.

	Full Name of Directors	Fathers name	Address	Contract No.	Email ID
1					
2					
3					

2. I /we _____(Name of Partner/ Directors) all the partners/ Directors here by authorize to Mr. _____ to act in our name and on behalf and sign and execute all documents/ agreements binding the firm for all contractual obligations (including references of cases to arbitration) arising out of contracts to be entered into by the firm with the GMTD BSNL Raipur , (C.G.) in connection with their Tender for _____
 _____ Vide NIT No. _____

In short he is fully authorized to do all each and everything requisite for the above purpose concerning _____ (Name of Firm) and we hereby agree to confirm and ratify his all and every act of this or any documents executed by our said attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on us and our firm as if the same were executed by us individually or jointly.

3. Detail trade/work description of Firm:-

- I. -----
- II. -----
- III. -----

4. I/We declared that my "Firm/Company Name" Address -----
----- (which is registered under Firm of registrar/ company Act or any other statutory organization) is Unique in all others respective organization such as EPF, ESI, GST, Income Tax Return , PAN and other Govt. organization . If any discrepancy is found then I would not be allowed in any interim relief in any ground of Passing off.
5. That I/We will is not barred from participating in bidding process in BSNL by any BSNL Unit & No any suit case in BSNL by any BSNL Unit or any other statutory Govt. Organization.
6. I/We the tenderer(s) am / are signing this document after carefully reading the contents.
7. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof. **If I/We fails to enter into the agreement & commence the work in time the EMD/SD as deposited will stand forfeited to the BSNL.**
8. I/We declare that, I/We will fulfill / comply all the terms and conditions of the Clause by Clause Compliances, no deviation & no any addition/deletion/correction has been made in the downloaded tender document being submitted/uploading and it is identical to the tender document appearing on the website. In case of any corrections/addition /alteration /omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily with black listing of bidder for any further work in BSNL.
9. I / we declare and certify that I / We have not made any misleading or false representation in the forms, statements and attachments in proof of the eligibility criteria requirements.
10. I/we also understand that, if any of the certificates submitted by us are found to be false / forged or incorrect at any time the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee be sides any other action provided in the contract.

11. I/We declare that, I/We will fulfill / comply all the terms and conditions of the provisions of Employees' Provident fund Scheme 1952 (EPF) & Misc. Provisions Act, 1952 with latest amendments in respect of labours / employees engaged by me/us for performing the works of BSNL.
12. I/We declare that, I/We will fulfill / comply all the terms and conditions of the provisions of Employee's Insurance ACT 1948 (ESI) & other Govt. Duty with latest amendments in respect of labours / employees engaged by me/us for performing the works of BSNL.
13. I/We declare that, I have sufficient capital resources to carry out operations and will make due payment, to our firms labour / employees assigned to execution of the tender no.----- of BSNL CG (BSNL) as per laws every month, insulating it from payments from BSNL. I/We also **under take** to perform in faithful & efficient manner the work of this tender without linking it to payments from BSNL.
14. I/We hereby confirm and declare that, my/our firm/company M/s..... and my/ our firm/ group/ company/ sister concern / associate company have not been black listed/ de-listed or debarred put on holiday by any Institutional agencies/ Private/Govt. Deptt./ Public Sector Undertaking from participating in the tender, in last 3 year(**my submitted experience certificate years as per experience clause 8 in section 1 of NIT**) as on DNIT.
 - i. If previously black listed / Barred pl providing details of same -----
 - ii. My/ Our firm / partner as not black listed/ Business Banning by any organization/ PSU/Govt. Body. From participating in the tender as on date.

(If this condition is come to notice at any time, during TOC, TEC & contract period, than entire amount of EMD, performance security Deposit & Bank Guarantee will be forfeited & all running contract shall be terminated.)
15. I/We also declare that, no store of BSNL will be pending with me/ us issued against completed/ terminated works of BSNL.
16. I/We declare that, in case it comes to the notice that the declaration/ documents/ information given by me/ us are false, the GMTD Raipur/ Chhattisgarh Telecom Circle is fully empowered to cancel my/our registration and can remove my/our name /Firm from the enlistment.
17. I/We hereby confirm and declare that, my/our firm/company M/s..... is /are not involved in any illegal activity and/or not charge sheeted for any criminal act of theft and/or diverting of fertilizers for industrial use or any other essential commodity during last five years.
18. I/We also declare that, none of my blood relative is working in the Bharat Sanchar Nigam Limited anywhere in India.
19. I/We further undertake that, in case any of the facts sworn in as mentioned above and any particulars mentioned in our application as found other- wise or incorrect

or false any stage my / our firm /company shall stand debarred from the present and future tenders of the BSNL. Besides BSNL shall be entitled to take all such actions as may be deemed fit including termination of contract , if awarded , without any claim for any compensation whatsoever on account of such premature closure of the contract.

- 20. I/We declare that, all the information, Documents, Xerox copies of the Documents/ Certificates enclosed along with the Tender document are correct and if anything found false and/or incorrect and/or any suppression of fact is detected at any time, tender will be terminated and EMD/SD/Bills pending with Department will stand forfeited to BSNL and the contractor will be debarred from participation of any tender of this Department in future.
- 21. I/we know that, to swear a false affidavit is a crime under the law and with such knowledge only I have swear this Affidavit.
- 22. I/we declare that, the information and documents submitted along with the tender by me / us are correct and I / we are fully responsible for the correctness of the information and documents submitted by us.

Signature of the authorized person
(Full name & address with Photo)

(Signature of the Proprietor/ Partner/ Director with seal)

DEPONENT

Verified at -----on-----that the contents of paras 1 to 22 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

I personally verified sign of authorized person Mr.-----

And his AADHAR CARD NO -----

Signature of the authorized person
(Full name & address with photo)

(Signature of the Proprietor/ Partner/ Director with seal)

Witness
(Full name & address)

DEPONENT

(Signature & seal of Notary)



(SECTION XII)
FINANCIAL BID

(THIS BID SHOULD BE FILLED & SUBMITTED ONLINE ONLY) (THIS IS GIVEN ONLY FOR THE PURPOSE OF QUANTITY & CONDITIONS ONLY)

No.: W-1-18/GMTDR/e-Tender-137/ Supply of Coolers /2019-2020/05

Dated 09 -04-2019

RATES TO BE OFFERED: **The bidder has to quote the rates required e-TENDER FOR SUPPLY AND INSTALLATION (WITH MATERIAL) OF WINDOW & ROOM COOLER, UNDER GMTD RAIPUR.**

I / We have inspected the site and surroundings of the works specified in the document and assessed the scope of works thoroughly and have also gone through the tender document and understood the terms and conditions stipulated therein before quoting the rates here under.

Sl no	Types of Cooler	Specification	Unit	Rate in Rs.
1	Room Cooler	Size- 26"x29"x 40", 22 Gauge GI Sheet Body, Bajaj Electrical Motor with 15" Exhaust FAN Normal Pump fitted with ISO Certified Companies Switches & Wire.	Each	
		Size- 26"x29"x 40", 22 Gauge GI Sheet Body, Crompton Greevs Motor with 15" Exhaust FAN Normal Pump fitted with ISO Certified Companies Switches & Wire.	Each	
		Size- 26"x29"x 40", 22 Gauge GI Sheet Body, Havels Motor with 15" Exhaust FAN Normal Pump fitted with ISO Certified Companies Switches & Wire	Each	
2	Window Cooler	Size- 26"x29"x 40", 22 Gauge GI Sheet Body, Bajaj Electrical Motor with 15" Exhaust FAN Normal Pump fitted with ISO Certified Companies Switches & Wire.	Each	
		Size- 26"x29"x 40", 22 Gauge GI Sheet Body, Crompton Greevs Motor with 15" Exhaust FAN Normal Pump fitted with ISO Certified Companies Switches & Wire.	Each	
		Size- 26"x29"x 40", 22 Gauge GI Sheet Body, Havels Motor with 15" Exhaust FAN Normal Pump fitted with ISO Certified Companies Switches & Wire	Each	
		Total		

Note:-

- Rate should be inclusive of ,labour charges, insurance, transportation, Materials & all taxes / duties applicable in state/central govt. and public bodies excluding GST.
- Above Requirement is for the period of one year and work order will be given on as per requirement.
- Quantity may vary as per requirement.
- The rates will be fixed during the validity of the contract original / extended as per provisions of the contract.
- L-1 bidder will be decided On the GRAND TOTAL but material will be purchase lowest bided of Items.**
- Please quote rate for all above items;
- Non conformity to the same will be treated as non responsive bid and the tender will be rejected.
- Schedule of requirement and specification should be as per section VI

Declaration: I/We declare that: -

- i) Should this tender be accepted, I/We agree to abide by & fulfill all the terms & conditions set forth in the tender document.
- ii) I/We agree to pay the amount of security deposit of 5 % of the Approved tender cost.

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

I/ We agree to abide by this Bid for a period of 240 days from the date of opening of qualified bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

I/ We have read carefully the terms and conditions, technical aspects / matter guidance in connection with this tender and accept all terms and conditions etc and assured that I/We have the capacity / capability to comply the order within specified time.

Dated:-...../...../

Signature of the tenderer
Name of Tenderer.....
Address
Mob./Telephone

Section - XIII

1. Business Banning Condition

The contractor shall be blacklisted for a specific period under any of the following circumstances:

- a) If the contractor fails to execute the contract or executes it unsatisfactorily.
- b) If the contractor is no longer in possession of adequate man power/ labour/ personnel or financial resources.
- c) If the contractor is litigious by nature or has violated any condition of the contract.
- d) If the contractor is found to have given false information at the time of enlistment or is declared or is in the process of being declared bankrupt/insolvent winding-up, dissolved or partitioned.
- e) If the contractor persistently violates the labour regulations and other contract laws.
- f) If the contractor has been found involved in unethical business practices.
- g) If the contractor has been found adopting wrongful means to influence the departmental authorities.

The blacklisted contractor shall neither be allowed to participate in the tenders nor shall be allowed to apply for fresh enlistment anywhere in the DTS during the specified period of black listing

2. Period for removal /black listing

- a) The contractor who has been removed from the enlistment shall neither be allowed to participate in the tenders any where in BSNL nor shall be allowed to apply for enlistment for a period of 15 years from the date of issue of order

b) Black listing

The contractor who has been black listed shall neither be allowed to participate in the tender any where in BSNL nor shall be allowed to apply for enlistment for a minimum period of 02 years and maximum period of 05 years from the date of issue of order

The action of removal/black listing will impact the economic interest of the contractor and therefore, it is likely that the contractor may seek recourse to legal action, it is therefore incumbent on the part of competent authority to ensure that proper and adequate ground exists for such decision. However, for proper and timely execution of works, the terms and conditions should be observed meticulously and appropriate and timely action should be initiated against the contractors(s) if delays, lapses or violations are observed without waiting for their repetitions. Timely execution of works with requisite quality at competitive costs is the essence of the contract system.

3 Termination Notice

1. Before terminating of the running contract a show cause notice may be issued to contractor to reply within 15 days. GMTD Raipur reserved the right to decide the explanation if submitted by the contractor for terminating the running contract.
2. If any communication/information comes to the notice of SSA Raipur, regarding black listing of the firms. The GMTD BSNL Raipur reserved the right to discontinue /terminate of all the running contract of this firm.



VENDOR MASTER FORM



(The details listed will be used for making all payments against POs / WOs, refund of EMDs / SDs, intimation of payments by email, issue of TDS certificates, C Form for CST purchases etc.)

(*) Minimum Required Fields to be Filled by the Company/Vendor. Please Attach copies of the supporting documents.

Title* :

Name* :

Address * :

Town/District* :

City* :

State* :

Postal/Pin code* : Country* :

Contact Details:

Telephone Number : Fax No. :

Email_id :
(Mandatory for E-Tendering)

Name of Contact Person : Mobile No. :

Alternate Contact Person : Mobile No. :

Tax information:

PAN :

Service Tax reg. no. :

LST (Local VAT reg.No.) : CST Reg. No :

Tax Registration no. (for Foreign Vendors) :

Income Tax Exemption details:

IT exemption no. : IT exemption rate :

IT Exemption date :

IT exemption date from : IT exemption date to :

Excise Details:

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/Bank Details:

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

Type of Account : Savings(10) Current(11)

SWIFT Code (for Foreign Vendors) :

IBAN (for Foreign Vendors) :

(Enclose a blank Cheque / a photocopy of the Cheque to verify A/c No. & Bank details)

Industry Status:

Micro/ SSI Status : Yes No

1. I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.
2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.

- Note:
1. If PAN is not provided, TDS @20% will be deducted wherever applicable.
 2. If Excise Registration/Service Tax Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.
 3. If Bank Particulars are not provided, the payment will be made by Cheque only.
 4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company / Vendor Authorized Signatory / Designation _____ Date: _____ Company Seal _____
 (For Office Use)

Vendor Account Group : Payment Method :

TDS Type - Invoice : TDS Code - Invoice :

Checked by:	Authorized by (Finance)	SAP Vendor Master Created on	SAP Vendor Code