



Bharat Sanchar Nigam Limited
(A Govt. of India Enterprise)
O/o General Manager Telecom District
Rohtak – 124001.

BID DOCUMENT

E-Tender For Designing, Printing, Supply and installation of Flexes on Hoardings, Flex Banners, Glow Sign Boards, Printing of Pamphlets, Posters and other marketing materials in Rohtak SSA.

NIT No: -GMTD/RTK/Plg/Tender/Marketing/19-20/ Dated:25.11.2019

PART-A QUALIFYING BID

Particulars of Issue of Tender Document.	
Price of tender document Rs.500+18 % GST= Rs 590	Receipt No.
	Date of payment
Name of the party	
Sub Divisional Engineer (NW-Plg) O/o GMTD, Rohtak - 124001	

EMD Particulars:

Receipt no. dated:.....

Demand draft no: dated:.....

Issued by (Name of the Bank) :.....

Signature of the Bidder

INDEX

NIT No: -GMTD/RTK/Plg/Tender/Marketing/19-20/ Dated : 25.11.2019

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Bharat Sanchar Nigam Ltd.
(A Govt. of India Enterprise)
O/o General Manager Telecom District
Rohtak-124001(HR)
SECTION-I

NOTICE INVITING TENDER (NIT)

NIT No: -GMTD/RTK/Plg/Tender/Marketing/19-20/ Dated : 25.11.2019

1. Digitally Sealed tenders are invited on the behalf of BSNL by the General Manager Telecom District Rohtak from the experienced firms/contractors for the following work:-

“Designing, Printing, Supply and installation of Flexes on Hoardings, Flex Banners, Glow Sign Boards, Printing of Pamphlets, and other marketing materials in Rohtak SSA”.

Details of the Works:-

Name of the Work	Estimated cost of works (in Rs)	Price of Bid Document (in Rs)	Bid security (in Rs.)
Designing, Printing, Supply and installation of Flexes on Hoardings, Flex Banners, Glow Sign Boards, Printing of Pamphlets and other marketing materials in Rohtak SSA	Rs. 1705550/-	590/-	42639/-

2. ELIGIBILITY CONDITION.

- The bidder should must have experience of satisfactory services of such type of work in BSNL/MTNL/PSU/any Govt. Deptt. To the value of 40% of estimated tender cost during last three years.
- The experience certificate should be issued by an officer not below the rank of STS level Officer in case of BSNL/MTNL, and Head of Corresponding Department in other cases must be attached in support of claim.
- The bidder should have minimum total Turnover of 150 % of estimatedtender Cost in last three financial years.
- The tenderer should be registered with Goods & Service tax (GST) authorities or atleast should have Goods & Service Tax (GST) Acknowledgement No., if applied.
- The tenderer should have Permanent Account Number (PAN).
- Tenderer whose near relative(s) is/are employed in BSNL Rohtak SSA is not eligible to participate in the tender. No relation certificate as per Section-IX.
- Definition of similar work- Supply of Flex/Hoarding/Banneres/Glow Sign Board/Canopy/Wall Painting/Pamphlets/Printed Stationery etc.

(Details of Documents to be submitted along with technical bid arementioned in the clause 5.1 & 5.2 section-IV of bid document)

3. Period of contract: The period of this contract will be one year from the date of agreement. However, the GMTD-Rohtak reserves the right to further extend the contract up to one year on the same rates, terms & conditions, which shall be binding on the contractor.
4. Date of sale of tender document, Last date of submission of bid, Date of opening of Bids:

Availability of Tender Document Online on e-tendering portal	Deadline for Submission of e-Bids Online on e-tendering Portal	Date & time of Submission of Physical Envelope to O/o AGM(Plg) Rohtak	Date & Time of opening of Physical Envelope	Date of Opening of Bids Online	
				Qualifying Bid	Financial Bid
from - 25.11.2019- Onward	Up to 15:00 hrs of 16.12.2019	Up to 15:00 hrs of 17.12.2019	At 15:15 hrs on 17.12.2019	At 15:30 hrs of 17.12.2019	To be notified later

5. If the date of opening of the bids happens to be holiday, the tenders will be opened on the next working day at the same time.
6. In this case the tender is invited through e-tendering process. And it is decided to use the Central Public Procurement Portal (<http://www.eprocure.gov.in>) of Government of India. Kindly visit the e-Procure link on the Home Page of Central Public Procurement Portal for–Help forContractors and Bidders Manual Kit for detailed instructions on e-tendering. Prospectivebidders should get their registration/enrollment done well in time accordingly on Central Public Procurement Portal and also secure Digital Signature Certificate (DSC) from any authorized Certifying Authorities (CA). Digital Signature is mandatory to participate in the e-tendering. Bidders already possessing the Digital Signature issued from authorized CAs can use the same in this tender.
7. Tender will not be accepted/received on the e-tendering portal after due date and time. The GMTD BSNL Rohtak reserves the right to reject any or all tenders without assigning any reason whatsoever.
8. Tender document can be downloaded from www.eprocure.gov.in or our web site www.haryana.bsnl.co.in. As the tender is invited through e-tendering process, physical copy of the tender document would not be available for sale.
9. In case of non-MSE bidder, separate crossed Demand Drafts (DDs) as cost of tender document and Bid Security/EMD for the amount mentioned in the NIT issued by a scheduled bank drawn in favour of Account Officer (Cash) BSNL Rohtak, payable at Rohtak should be submitted to AGM(Plg) O/o GMTD- Rohtak as mentioned in para-A of Section-IV of Tender document. However, MSE bidders can claim for the exemption of cost of tender document & EMD while bidding on the e-tendering portal.

AGM (Plg)
O/o GMTD-Rohtak
Phone-01262-271700

SECTION II
BID FORM

NIT No: -GMTD/RTK/Plg/Tender/Marketing/19-20/ Dated: 25.11.2019.

To

The General Manager Telecom District
Rohtak

Dear Sir,

Having examined the conditions of contract and scope of work including addenda No.....(if any) the receipt of which hereby duly acknowledged, we, undersigned, offer to execute the work of Designing, Printing, Supply and installation of Flexes on Hoardings, Flex Banners, Glow Sign Boards, Printing of Pamphlets, and other marketing materials in Rohtak SSA in conformity with said conditions of contract and scope of the work.

1.1 Particulars of Payment of Price of Tender Document-

DD No.....Date.....Amount..... Bank:.....

1.2 Particulars of EMD deposited are as below-

DD No.....Date.....Amount..... Bank:.....

OR

2 Particulars of NSIC Registration as MSE are as below-

Validity: From.....To.....

Monetary Limit in Rs.....

Whether registered for the tendered work (Yes/No).....

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.

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

We agree to abide by this Bid for a period of 180 days from the date fixed for Qualifying Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal 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 in full compliance of the requirements of e-tendering.

Dated...../...../.....

Signature of the tenderer.....

Name of Tenderer.....

Seal of Tenderer.....

Section-III

TENDERER'S PROFILE

Paste Color Passport size photograph of the tenderer / authorized signatory holding power of Attorney and having Digital Signature Certificate.

General:

1. Name of the tenderer/firm_____
2. Name of the person submitting the tender whose photograph is affixed and who possesses the Digital Signature Certificate(DSC) Shri/Smt_____
- (a) Sole Proprietor/Partner/Director/Employee/Other.....
- (b) DSC Issuing Agency.....

(In case of Proprietary / Partnership firms, the tender has to be digitally signed by Proprietor /Partner(s) only, as the case may be).

3. Address of the firm
.....
.....
4. Correspondence Address
5. Tel. no. (with STD code) (O)..... (Fax).....(R).....
Mobile No.....Email id.....

6. Registration & incorporation particulars of the firm(Tick as applicable):
(i) Proprietorship (ii) Partnership (iii) Private Limited (iv) Public Limited

7. Name of Proprietor/ Partners/ Directors
.....
.....

8. Tenderer's Bank Details:
 - a. Bank Account No.....b, Name of Bank.....
 - c. Name of Branch.....d. City.....
 - e. Branch Code (MICR No.).....f. IFSC Code of Branch.....

8. Permanent Income Tax Account Number (PAN),

Income Tax circle.....

9. Goods & Service Tax (GST) Details:

(a) GST registration number.....

(b) Acknowledgement No., If Applied For GST.....

10. Whether Micro or Small Enterprises (MSEs)?

(Yes/No):.....

If Yes,

Validity: from.....

to.....

Monetary Limit in Rs.....

I hereby declare that the information furnished above is true to the best of my knowledge.

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

Date: Name of the tenderer.....

Seal of the tenderer

SECTION – IV
GENERAL TERMS AND CONDITIONS OF THE TENDER

A SUBMISSION OF BIDS

Method of Preparation & Submission of Bids in e-Tendering System:

Bid should be submitted in the following manner:

Documents to be submitted physically on or before the date & time of submission as mentioned in NIT.

The following documents must be attached physically in a sealed envelope addressed to the AGM(Plg) O/o GMTD BSNL, HUDA Complex, Rohtak-124001 (HR) so as to reach him on or before the date & time of submission of bids specified in NIT. The envelope must be superscribed as below-

“Bid Security & Authorization Envelope”

NIT No: -GMTD/RTK/Plg/Tender/Marketing/19-20/ Dated : 25.11.2019.

“e-Tender for Designing, Printing, Supply and installation of Flexes on Hoardings, Flex Banners, Glow Sign Boards, Printing of Pamphlets, and other marketing materials in Rohtak SSA.

To

AGM (Plg)
O/o GMTD BSNL
HUDA Complex
Rohtak-124001(Haryana)

From-

- (i) Original Demand Draft (DD)– drawn in favor of Account Officer (Cash), O/o GMTD BSNL Rohtak- 124001(HR), payable at Rohtak(HR), issued by any scheduled bank towards the payment of **Price of Bid Document** as per NIT through a single Demand Draft. NSIC Registered MSE bidders who want to claim the exemption for Cost of Tender Document need to submit the self-attested copy of Latest and valid MSE Certificate in place of the DD of the Cost of Tender Document.
- (ii) Original Demand Draft (DD)– drawn in favor of Account Officer (Cash), O/o GMTD, BSNL, Rohtak- 124001(HR), payable at Rohtak(HR), issued by any scheduled bank towards the payment of total **Bid Security/EMD** as per NIT through a single Demand Draft. NSIC registered MSE bidders who want to claim the EMD exemption need to submit the self-attested copy of the latest and valid MSE certificate in place of the DD of the EMD.
- (iii) Power of Attorney/Resolution of Board of Directors, authorizing an individual with whose DSC the tender is submitted on e-tendering portal (if and as applicable). In case it is not applicable a letter on the letter head of the firm addressed to the AGM(Plg) BSNL Rohtak stating that *the Power of Attorney is not applicable because the tender is submitted on e-tendering portal with the DSC of Shri.....who is the sole-proprietor/partner of the firm.*

Note: Please note that the receipt of above documents before due date and time of the bid opening on e-tendering website is a prerequisite

meaning thereby in the absence of these documents e-bid of such tenderer will not be opened by the TOC.

1. Submission of Bids on e-tendering website-

The bidder shall upload his bid in two separate folders marked as "Qualifying_Bid" and "Financial_Bid".

The bid folders shall contain the documents as given below-

- a) "Qualifying_Bid" folder – The scanned documents in electronic form as per clause 5.2 of Section-V must be uploaded in this folder.
- a) "Financial_Bid" folder- Scanned copy of the rates duly quoted in the prescribed format as given in Section-I, Part-B, Schedule for Quoting the Rates. The tenders, which are not submitted as per above mentioned procedure will be summarily rejected.

2. Bid opening

The tender will be opened online as per the schedule given in NIT in the chamber of AGM (Plg) O/o GMTD BSNL Rohtak in the presence of tenderers or their authorized representatives who wish to be present at their own cost. Authorization letter to this effect shall be submitted by the representative before they are allowed to participate in bid opening. If the tender opening day happens to be holiday then same will be opened on next working day at the same time.

3. EVALUATION

The lowest tenderer will be decided by calculating the total cost of the work to be executed on the basis of rates quoted by the tenderers. The bidder quoting the lowest rates for this tender shall be the L-1 bidder for that tender. The L-1 bidder will be considered for award of the contract subject to the overall reasonability of the quoted rates. The power of acceptance of the tender will rest with the GMTD-Rohtak, who does not bind himself to accept the lowest or any tender.

4. The near relatives of all BSNL employees executive and non-executive working in BSNL Rohtak SSA whether permanent or on deputation are prohibited from participating in this tender. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family,
- (b) They are husband and wife,
- (c) The one is related to the other in the manner as father, mother son(s), son's Wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law), Brother (s) & brother's wife, sister(s) & sister's husband (brother-in-law).

5. The accepted rates will originally be operative for a period of one year from the date of acceptance of tender. GMTD Rohtak may increase the period of contract up to one year without the consent of the contractor, according to the requirement from time to time.

6. If any tender is withdrawn before final acceptance of the tender or fails to deposit the security as prescribed within stipulated period, the bid security of the tender is liable to be forfeited.

7. GMTD Rohtak has the right to terminate the contract either partly or fully at any stage without assigning any reason.
8. The power of acceptance of the tender will rest with the GMTD Rohtak who does not bind himself to accept the lowest or any tender.

9. PERFORMANCE SECURITY DEPOSIT

The performance security deposit bears no interest and shall be refunded to the Contractor after expiry of the tender subject to satisfactory performance of all works related to the contract during the period. The successful tenderer shall have to deposit security as performance security deposit equal to 10% of the approved Contract value. The EMD of successful bidder shall be converted into part performance security deposit and balance amount of security deposit will be deposited i.e. in cash or in form of Bank Guarantee valid for 18 months from any Scheduled Bank. The security money shall be refunded to the contractor after expiry of the Contract agreement on obtaining NO objection/No Dues Certificate from the concerned officer incharge duly c/s by DET concerned.

10. No interest will be payable on the Earnest Money or Security Deposit amount or any amount payable to the contractor under the contract.
11. The contractor shall be fully responsible for any loss/losses made to various units/services as a result of damage to these utilities or any loss in any form to BSNL property and such losses will be recovered from the contractor's running bills or against the security deposit which will be binding on the contractor.
12. The contractor shall not cause or permit any nuisance on the site and or do anything which shall cause unnecessary disturbance/or inconvenience to the employees or the general public.

13. PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for 180 days after the date of technical bid opening prescribed by the BSNL. A bid for a shorter period shall be rejected by the BSNL as non-responsive. In exceptional circumstances the BSNL may request for the tenderer's consent for extending the period of bid validity. The request and the responses shall be made in writing. A tenderer may refuse the request without forfeiting his EMD. A tenderer granting the request will not be permitted to modify his bid.

14. FORFEITURE OF EMD/PERFORMANCE SECURITY DEPOSIT AND RECOVERIES

- 14.1 If the tenderer withdraws the offer within the validity period of the bid i.e. 180 days from the date of opening of technical bid, or make any modification in the terms & conditions of the tender, before acceptance of the tender, which are not acceptable to the GMTD Rohtak or does not submit the remaining performance security or does not enter into agreement as stipulated in this tender document, the GMTD Rohtak shall without prejudice to any other right or remedy be at liberty to forfeit the amount of EMD.
- 14.2 In case any of the information/documents found false or misleading or any of the certificate(s) are found fake, the contractor is liable to be black listed. The EMD/Performance Security Deposit is also liable to be forfeited, besides action being taken as per law of the land.
- 14.3 In case of BSNL terminate the contract, due to the poor quality or bad act of the contractor, the Security Deposit is liable to be forfeited.

- 14.4 In case of contractor fails to comply with any of the provisions of the contract and thereby causes loss or damage to the BSNL, the loss/damages shall be recovered from his bills/performance security deposit corresponding to the amount of loss/damages caused to the BSNL including penalties imposed.
- 14.5 In view of reasons given above, the contract can be terminated by the GMTD Rohtak at any time by giving one month notice in writing to the Contractor without assigning any reason along with forfeiture of security deposit thereof and the decision to terminate shall be final. BSNL shall not be responsible for any loss damage etc. incurred to the Contractor as a result of termination of the contract. BSNL shall be free to take due action for appointing of a new contractor during the period under notice or thereafter.

15. LABOUR WELFARE MEASURE

The contractor shall be responsible for any accident any hazard while carrying out the work, labour compensation to the affected labourer, if any, will be the liabilities of the contractor. The BSNL will not have any liability, whatsoever, in this regard. All the safety measures and proper tools, pulleys etc have to be taken in care while carrying out the job.

- 15.1 The Contractor shall comply with the provisions of the payment of Wages Act 1936, Minimum Wages 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act, 1947, Maternity Benefits Act 1961, and the Contract Labour (R&A) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- 15.2 The contractor shall indemnify BSNL against payments to be made under and for the observance of the Contract Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- 15.3 The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

16. OTHER LABOUR WELFARE MEASURE

- 16.1 The Contractor shall implement the labour welfare measure enunciated in the Contract Labour (R&A) Act 1970.
- 16.2 The contractor shall also follow the proper safety methods/procedures for the labour to be deployed.
- 17 The Contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (R&A) Act 1970, and rules framed and other labour laws affecting Contract Labour that may bring into force from time to time.
- 18.** The contractor whose tender is accepted will have to execute an agreement in the prescribed format with the BSNL as per terms and conditions of the tender before award of work. The contractor shall also sign all the relevant papers/documents etc. of the tender.
- 19.** Overwriting and corrections in the tender should be avoided. However, the corrections, if any, in the tender should be under signatures otherwise the tender is liable to be rejected. The rates etc. should filled in with legible handwriting either in English or in Hindi only.
- 20.** The contractor shall be responsible for providing at his own cost all statutory benefits to the personnel's employed by him including off days, 7 days week and

National Holidays etc. and the BSNL will not entertain any liability on this account without prejudice to the responsibility of the contractor. The contractor shall in particular render the work as per instruction from competent authority in Rohtak SSA within the prescribed time limit.

21. The contractor shall comply with all the instructions issued by the GMTD Rohtak and its authorized officers from time to time. The approved contractor will ensure the compliance of systems as applicable and maintain records thereof.
22. The contractor shall be responsible for making suitable arrangement for boarding and lodging of personnel's at its own cost and department will have no liability in this regard.
23. The contractor shall be solely responsible for compliance of various statutory obligations (including the financial liabilities) under the Contract Labour (Regulation and Abolition) Act, Minimum Wages Act, Workman Compensation Act and other laws and Rules as applicable from time to time.
24. It is clearly understood that during the currency of this contract or after its termination, no Employee of the contractor who have ever worked at the aforesaid premises will be offered direct or indirect employment by GMTD RWR.
25. GMTD Rohtak is competent to forfeit in full or part of security and order recovery of any kind of loss sustained to the department due to the negligence of duty/supervision either by him or personnel's deployed in Rohtak SSA.
26. Tenderer will have to sign on each page of the tender document as a certificate that he has read and understood all the terms and conditions of the contract and accepts the same.

27. Right to vary Quantities and cost

- 27.1 The purchaser reserve the right to increase the quantity of any or all items by 25% from what is specified in the schedule of quantities, without any change in unit price or other terms and conditions and may decrease to any extent. Further, the purchaser reserves the right to adjust available balance amount from one item to the other.
- 27.2 GMTD Rohtak has reserved the right to increase the approved cost of tender by 25% and decrease to any extent without assigning any reason.
28. The contractor shall either himself supervise the execution of the work or shall appoint a competent agent approved by the officer-in-charge. If the contractor has not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to works, the contractor shall at his own expense employ his accredited agent. The officer-in-charge's order to the contractor's agent shall be considered to have the same force if these had been given to the contractor himself. If contractor fails to appoint a suitable agent as directed by the officer-in-charge, the officer-in-charge shall have full powers to suspend the execution of the work until such date till suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the works-subject to as otherwise provide in this contract.
29. The contractor shall be liable to make good to the BSNL any loss or damage of any type caused due to the lapse of the personnel deployed by him for the work.
30. The contractor will comply with the public, municipal and other regulations and orders relating to each work.

31. Income Tax/WCT including surcharge if any on Income Tax will be deducted at the prevailing rates from each running bill.

32. Issue of Purchase order:-

The Purchase orders for Designing, Printing, Supply and installation of Flexes on Hoardings, Flex Banners, Glow Sign Boards, Printing of Pamphlets, and other marketing materials in Rohtak SSA shall be issued by the concerned AGM (Mktg/Sales) Rohtak after perusal from GMTD Rohtak. The AGM (Mktg/Sales) Rohtak shall issue the purchase order after examining the technical and specification details.

33. PAYMENT TERMS

Bills shall be paid purchase order wise. 100% payment of the PO shall be made on receipt of the required material items as per PO and after satisfactory report from JTO (Mktg) concerned and SDE (Sales/Mktg) Rohtak. For claiming 100% payment the following documents are to be attached with the bill produced before paying authority:

- i) Pre-authenticated Invoicess
- ii) Delivery Challan
- iii) Receipt from the consignee.
- iv) Satisfactory report of JTO (Mktg) and SDE (Sales/Mktg) Rohtak.
- v) The bills shall be processed within 30 working days from the date of receipt of bill shall be submitted in duplicate to the authority specified.
- vi) In case, the bills are not submitted as per above schedule & documents, BSNL will not be responsible for delay in payment.

34. PENALTIES

- (i) The bidder shall be bound to supply all the items mentioned in a particular purchase order at the rates finalized. The contractor will have to supply the required items within 15 days from the date of issue of purchase order, failing which the penalty shall be levied @ 1 % of the cost of delayed supplied item(s) for 1st week subsequently 2% per day delay or part there-of subject to the maximum of 50% value of the Purchase order. The bill for a particular purchase order shall be entertained only after the contractor has supplied all the items in that purchase order.
- (ii) If the contractor refuses to supply any or all the required items as mentioned in the purchase order, his security deposit is liable to be forfeited.
- (iii) If the material supplied by contractor under any P.O. is of sub Standard or not as per tender. The material will be rejected and same will be got procured from open market. The difference cost of material will be recovered from contractor as penalty and security will be forfeited.
- (iv) In case delay in supply of material and penalty reaches 50 % than material can be procured from open market at risk & cost of contractor. The difference in cost will be recovered in addition to penalty.

35. ARBITRATION

35.1 In respect of any dispute arising out in connection with the interpretation of any clause in the terms of contract/agreement or otherwise, the matter shall be referred for Arbitration to the CGMT, Haryana. Ambala who shall appoint an Arbitrator to decide the case. The appointment of such Arbitrator shall not be

questioned by the contractor on the ground that the Arbitrator belongs to the BSNL. The provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or enactment proceeding under this clause shall be applicable.

35.2 Even during the arbitration, the work awarded by the BSNL cannot be stayed by the contractor because it pertains to essential public service. In case contractor do not execute the work or stalls the work in between, the BSNL reserves the right and to get the work completed through any other contractor at the risk and the cost of the contractor.

36. **INSOLVENCY OR DEATH OF CONTRACTOR**

In the event of the contractor being, adjudged insolvent or going voluntarily into liquidation or having received order or other order under insolvency act made against him or in the case of Company, of the passing resolution, or making of any order for winding up whether voluntarily/or otherwise, or in the event of the contractor failing to comply with any of the conditions here in specified, the GMTD Rohtak shall have the power to terminate the contract without any notice.

36.1 Contractor's heirs/representatives shall, without the consent in writing of the GMTD Rohtak have no right to continue to perform the duties or engagement thereof, the contractor under the contract in case of his death. In the event of the contractor, winding up his company on account of transfer or merger of his company with any other, the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under.

36.2 Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the GMTD Rohtak shall have the option of terminating the contract without compensation to the contractor, which does not amount to Breach of the contract.

36.3 If contractor without written approval of Competent Telecom Authority assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly, or indirectly, be given, premised or offered by the Contractor, or any of his servants or agent to any public officer or person in the employment of Government in any way relating to the office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the GMTD Rohtak shall have power to adopt any of the courses as he may deem fit in the interest of BSNL.

36.4 Where the contractor is a partnership firm, intimation shall be given to the BSNL in case of any change is made in the constitution of the firm. While entering the new partners into the firm, it shall be ensured that the partner entered does not has any of his near relative(s) as defined in the tender document working in the BSNL Rohtak SSA.

37 SET OFF

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

- 38 The Persons/Units engaged by the tenderer for executing the jobs is purely the responsibility of the tenderer and they will not have any claim/liability on BSNL and the labour so engaged shall not claim regularization from BSNL.
- 39 The BSNL will not be responsible for any accident or any mishappening during the execution of work. The compensation to the workers, if any will have to be paid by the contractor.
- 40 If any units/staff/persons/employees of the successful tenderer indulges in any un-lawful activity or causes any loss/damages to the company's belonging, the amount of loss caused by the workers shall be recovered from the Bill/Security of the successful tenderer.

SECTION-V
E-TENDERING INSTRUCTIONS
AND
THE LIST OF THE DOCUMENTS TO BE SUBMITTED
ONLINE FOR E-TENDERING

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. **Submission of Online Bids is mandatory for this Tender.**

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL-Rohtak SSA has decided to use the Portal (**http://www.eprocure.gov.in**) through Central Public Procurement Portal, Government of India. Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

1. Tender Bidding Methodology

Sealed Bid System – 'Single Stage – TWO Envelope'

2. Broad outline of activities from Bidders prospective

1. Procure a Digital Signing Certificate (DSC)
2. Register on Central Public Procurement Portal (CPPP)
3. Create Users and assign roles on CPPP
4. View Notice Inviting Tender (NIT) on CPPP
5. Download Official Copy of Tender Documents from CPPP
6. Bid-Submission on CPPP

- a) Please take care to scan documents that total 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.
- b) Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:-

File name	Allowed or not allowed in CPPP	Reason for allowed / not allowed
QA Certificate	not allowed	Space in between words / characters not allowed
QA Certificate(1)	not allowed	Special characters not allowed
QA_Certificate	allowed	Under score allowed between words /characters
QACertificate	allowed	Upper & lower cases allowed

- c) 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 may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (Preferably below 50 MB) may be checked.

7. Submission of offline documents as per clause 5.1 in a sealed envelope to AGM(Plg) O/o GMTD, Rohtak- 124001(HR) on or before due date & time.
8. Attend Public Online Tender Opening Event (TOE) on CPPP : Opening of Techno-commercial Part
9. View Post-TOE reports posted by BSNL on CPPP.
10. Attend Public Online Tender Opening Event (TOE) on CPPP: Opening of Financial-Part (Only for Technical Responsive Bidders)
11. View Post-TOE reports posted by BSNL on CPPP.

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 CPPP.

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/contractor to have a Digital Certificate (DC). Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the Central Public Procurement Portal ([https:// www.eprocure.gov.in](https://www.eprocure.gov.in)). Vendor/Contractor need to register on the portal. The vendor should visit the home-page of the portal (<http://www.eprocure.gov.in>) and go to the e-procure link then select Bidders Manual Kit.

Note: Please contact NIC Helpdesk (as given below), to get your registration accepted/activated:-

NIC Helpdesk:	
Telephone	1800-233-7315
E-mail ID	cppp-nic@nic.in [Please mark CC: support-nic@nic.in]
BSNL Contact:	
BSNL's Contact Person	Sh. R.N. Sharma, AGM (Planning)
Telephone	01262-271700; Mobile-9416193094 [between 10:00 hrs to 17:30 hrs on working days]
Fax No.	01262-253200
E-mail ID	rnsharma63@gmail.com

5. Method for submission of bid documents

In this tender the bidder has to participate in e-tender online. Some documents are to be submitted physically offline.

5.1. Offline submission

The bidder shall submit the following documents offline in Physical form to AGM(Plg) O/o GMTD, BSNL Rohtak-124001(HR) on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- (i) Original Demand Draft (DD)– drawn in favor of Account Officer (Cash), O/o GMTD BSNL Rohtak- 124001(HR), payable at Rohtak(HR), issued by any scheduled bank towards the payment of **Price of Bid Document** as per NIT through a single Demand Draft. NSIC Registered MSE bidders who want to claim the exemption for Cost of Tender Document need to submit the self-attested copy of Latest and valid MSE Certificate in place of the DD of the Cost of Tender Document.
- (ii) Original Demand Draft (DD)– drawn in favor of Account Officer (Cash), O/o GMTD, BSNL, Rohtak- 124001(HR), payable at Rohtak(HR), issued by any scheduled bank towards the payment of total **Bid Security/EMD** as per NIT through a single Demand Draft. NSIC registered MSE bidders who want to claim the EMD exemption need to submit the self-attested copy of the latest and valid MSE certificate in place of the DD of the EMD.
- (iii) Power of Attorney/Resolution of Board of Directors, authorizing an individual with whose DSC the tender is submitted on e-tendering portal (if and as applicable). In case it is not applicable a letter on the letter head of the firm addressed to the AGM(Plg) BSNL Rohtak stating that *the Power of Attorney is not applicable because the tender is submitted on e-tendering portal with the DSC of Shri.....who is the sole-proprietor/partner of the firm.*

Note: Please note that the receipt of above documents before due date and time of the bid opening on e-tendering website is a prerequisite meaning thereby in the absence of these documents e-bid of such tenderer will not be opened by the TOC.

5.2 Online submission:

A. List of Documents to be uploaded in the 'Technical Bid Folder' on e-tendering portal

SN.
01. Scanned copy of the duly filled, signed, and stamped Bid Form, Section-II of the tender document
02. Scanned copy of the duly filled, signed, and stamped Tenderer's Profile, Section-III of the tender document.
03. Scanned Copy of a single Demand Draft of requisite value for the cost of tender document as per NIT. NSIC Registered MSE bidders who want to claim the exemption for Cost of Tender Document need to submit the scanned copy of Latest and valid MSE Certificate in place of the DD of the Cost of Tender Document.
04. Scanned Copy of a single Demand Draft of requisite value for the Bid Security/EMD as per NIT. NSIC Registered MSE bidders who want to claim the EMD exemption need to submit the Scanned copy of Latest and valid MSE Certificate in place of the DD of the EMD.
05. Scanned Copy of Turnover of the company as per NIT.
06. Scanned Copy of Experience Certificate as per NIT.
07. Scanned copy of the PAN Certificate.
08. Scanned copy of the GST Certificate//acknowledgement no. if applied for GST as applicable.
09. Scanned copy of the documents, as applicable, in support of registration of the Company/Firm/Proprietorship: ➤ The registration of the firm, authenticated copy of partnership deed in cases

<p>of partnership firm.</p> <ul style="list-style-type: none"> ➤ Articles of Association/MOA duly registered with Registrar of Company affairs, in case of Limited/Pvt. Limited Company. ➤ Duly executed Affidavit, stating that tenderer is the sole proprietor of the firm or any document issued by the taxation authorities stating that tenderer is the sole proprietor of the firm, in case of proprietorship firm.
<p>10. Scanned copy of Power of Attorney/Resolution of Board of Directors, authorizing an individual with whose DSC the tender is submitted on e-tendering portal (if and as applicable). In case it is not applicable Scanned copy of a letter on the letter head of the firm addressed to the AGM(Plg) BSNL Rohtak stating that <i>the Power of Attorney is not applicable because the tender is submitted on e-tendering portal with the DSC of Shri.....who is the sole-proprietor/partner of the firm.</i></p>
<p>11. Digitally signed tender document without any alteration.</p>
<p>12. Scanned copy of the duly filled, signed, and stamped No Near relative certificate(s) in the prescribed pro-forma as per Section-IX.</p>
<p>13. Scanned copy of the Duly completed, signed and stamped Declaration about Genuineness of Documents/Certificates as per Section-X.</p>

Scanning Note- Scanned document corresponding to any item must be in a single PDF file. This single PDF file may contain one or more than one pages, as the case may be. The File Name of any Document must be made as below-

File Name= Document_XY where XY is the two digit Serial No. of the Document in the above Table.

For example, No Near Relative Certificate is having the Serial Number as 10, hence the file name of its scanned document will be – Document_10. And depending upon the firm, this file Document_10 may contain 1 or more than 1 page(s).

B. List of Documents to be uploaded in the 'Financial Bid Folder' on e-tendering portal

SN.
1. Scanned copy of the duly filled rates, signed and stamped in the Financial Bid as specified in the Part-B, Section-I.

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.

6. Price Schedule /Schedule of Quoting Rates

Utmost care may kindly be taken to upload price schedule / Schedule of Quoting Rates. Any change in the format of Price Schedule / Schedule of Quoting Rates file shall render it unfit for bidding.

Alternatively the bidder can take the print out of the Part-B, Financial Bid, Section-I, Schedule for Quoting the Rates, duly fill it, sign it and stamp it with the company's seal. And then take the scanned copy of it and upload it on the e-tendering portal in the Financial Bid envelope.

For further instructions, the vendor should visit the home-page of the portal (www.eprocure.gov.in), and go to the **Bidders Manual Kit**. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal or anywhere else.

The help information provided through 'CPPP User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP.

Note: **The special instructions to contractors/Bidders for e-submission of bids online through www.eprocure.gov.in can be accessed by following link**

<https://eprocure.gov.in/eprocure/app?page=HelpForContractors&service=page>

which are mentioned below for ready reference-

1. Bidder should do the registration in the tender site <http://eprocure.gov.in> using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site.
The e-token may be obtained from one of the authorized Certifying Authorities such as NIC Certifying Authority(NICCA)/MTNL/SIFY/TCS / nCode/eMudhra.
2. Bidder then login to the site thro' giving user id / password chosen during registration.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
5. After downloading/getting the tender schedules, the Bidder should go thro' them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
6. If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
7. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwf formats. If there is more than one document, they can be clubbed together.
8. Bidder should get ready the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date & time for the tender.
9. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
10. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
11. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
12. The details of the Earnest Money Deposit(EMD)/Cost of Tender document submitted physically to the Dept and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected

13. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
14. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
15. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
16. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
17. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
18. The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (as per Server System Clock).
19. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.
20. If the bidder submits the bid in manual form, he should have already registered in the tender site and he has to inform the registration ID in the bid submitted otherwise his tender will not be considered.

For any other queries, the bidders are asked to contact through Mail : [cppp- nic@nic.in](mailto:cppp-nic@nic.in)

7. Key Instructions for Bidders

The following '**FOUR KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on CPPP.
2. Register your organization on CPPP well in advance of your first tender submission deadline on CPPP.
3. Get your organization's concerned executives trained on CPPP using online training module well in advance of your tender submission deadline on CPPP.
4. Submit your bids well in advance of tender submission deadline on CPPP, as there could be last minute problems due to internet timeout, breakdown, etc.

(BSNL should not be responsible any problem arising out of internet connectivity issues). While the first three instructions mentioned above are especially relevant to first-time users of CPPP, the fourth instruction is relevant at all times.

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 6.0 or above
 - Digital Certificate(s) for users.

Section-VI
Special Instructions to the bidders

1. Definitions:

- a) The purchaser means GMTD BSNL Rohtak
- b) The Tenderer (bidder) means the individual or firm who participates in this tender and submits its bid.
- c) The supplier/ contractor mean the individual or firm providing goods/services under contract.
- d) The Goods/Services means all the equipment/Material/Services, which the supplier is required to provide to the purchaser under the contract.
- e) Letter Of Intent (LOI) means the written communication to the successful Tenderer of the intention of the purchaser to accept the tender as per the terms & conditions contained & referred there in.
- f) Supply Order/ Purchase Order /Work Order means the written order signed by the purchaser for the supply/ purchase of goods/ performance of services respectively as per terms & conditions of tender finalized& accepted by the BSNL .
- g) The contract Price means the price payable to the supplier under the purchase order for the full & proper compliance of his contractual obligations.
- h) The records, terms & expressions not specifically defined herein or in the tender documents, shall have the same meaning assigned to them, as the case may be. The Head notes are for guidance only & shall not affect the interpretation or construction of any provision thereof in the tender documents.
- i) Date of receipt of communication will be taken as actual date of receipt or 10 days from date of dispatch in case of postal delivery, whichever is earlier unless specifically mentioned.
- j) Any notice, order or other communication sought to be served on 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 to the office of Tenderer at site or to the tenderers head office, while any notice or order or communication by the tenderers 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 General Manager Telecom Rohtak

2. Expenditure on tendering

The bidder shall bear all the costs associated with the preparation and submission of his bid(s). The purchaser, will in no case, be responsible or liable for any cost(s), regardless of the conduct or outcome of the bidding process.

3. (a) Bid Prices:

- 3.1 The price of goods/services shall be quoted in the price schedule for delivery of goods & services at the place mentioned in the delivery schedule inclusive of all taxes, excise duty, octroi, insurance, freight & any other charges. No forms for concession/exemption from sales tax, octroi etc. would be issued to the tenderer.
- 3.2 The prices quoted by the bidder shall remain firm during the entire period of the contract & shall not be subject to variation on any account. The bid submitted with variable prices (unless asked by BSNL ROHTAK) shall be rejected as a non-responsive bid.

3.3 The unit prices shall be quoted with sufficient details to enable the purchaser arrive at total prices of the equipment/services offered.

3.4 The rates quoted by the tenderer must be reasonable & logical. The tender can be rejected on the basis of unreasonable & illogical rates.

4. **Protective Clause:**

The purchaser reserves the right to disqualify such bidders, who have not met the contractual obligations against earlier contracts entered into with the purchaser or black listed by any Govt/Semi-Govt Organisation./BSNL

5. **Influencing the Evaluation of Bids & Award of Contract.**

No bidder shall attempt to influence the Purchaser on any matter relating to the tender(s). Any attempt to influence the purchaser in the evaluation and comparison of the bid(s) and in award of the contract, shall result in summary rejection of the bid(s) of such bidder(s).

6. **Award of Contract & Issue of Purchase Order:**

6.1 The purchaser may consider placement of a purchase order for commercial supplies on those bidder(s), whose offers have been found technically, commercially and financially acceptable and whose product(s) have been found proven.

6.2 During the period of contract, if so desired by the purchaser, the supplier(s) shall visit the purchaser at such place and date as may be prescribed by the purchaser for discussions on design(s) and progress of the work etc.

6.3 The Supply Order/Purchase Order/Work order shall be placed in single or different lots by the purchaser during the contract period.

6.4 Design may change after each purchase order.

7. **Right to Cancel the Contract.**

7.1 The purchaser shall have the right to cancel the contract wholly or in part in the event he is obliged to do so on account of any decline, diminution, curtailment or stoppage of the work(s), by giving one month's notice.

7.2 The purchaser shall have the right to cancel the contract & forfeit S/D if subsequently it is found that the approved contractor is a "Member of Family" working in BSNL or a "Government servant".

(a) "The Government" means the Central Government;

(b) "Government Servant" means any person appointed by Government to any civil service or post in connection with the affairs of the Union & includes a civilian in a Defence service;

Explanation - A Government Servant whose services are placed at the disposal of company, Corporation, organization or a Local Authority by the Government shall, for the purposes of these rules, be deemed to be a Government Servant serving under the Government notwithstanding that his salary is drawn from sources other than the Consolidated Fund of India;

(c) "Members of Family" in relation to a Government Servant includes -

7.2.1 The wife or husband, as the case may be, of the Government Servant, whether residing with the Government Servant or not but does not include a wife or husband, as the case may be, separated from the Government Servant by decree or order of a competent court;

7.2.2 Son or daughter or stepson or stepdaughter of the Government Servant & wholly dependent on him, but does not include a child or step child who is no longer in any way dependent on the Government Servant or of whose custody the Government Servant has been deprived of under any law;

7.2.3 Any other person related, whether by blood or marriage, to the Government Servant or to the Government Servant's wife or husband & wholly dependent on the Government Servant.

8. Every successful bidder shall also execute an agreement with the purchaser i.e. BSNL on a non judicial stamp paper of Rs. 100/- (The cost of stamp paper to be borne by tenderer). AGM (Planning) O/o GMTD, ROHTAK sign the contract on behalf of BSNL & he shall represent the BSNL with reference to contract.

9. Amendments:

Within the scope of the contract the purchaser may, at any time, by a written order to the supplier, amend one or more of the following:

- a) Drawings, designs & specifications, where the goods/ services to be supplied/ performed under the contract are to be supplied specifically for the purchaser;
- b) The method of packing & shipment.
- c) The consignee and/or the place of delivery.
- d) The service to be provided by the supplier.

10. Sub-Contracts:

The supplier shall not assign/transfer & sub-Contract it's interests/obligations under the contract

11. Force Majure:

11.1 If at any time, during the currency of this contract, the performance, in whole or in part, of any obligation(s) by either party under this contract shall be prevented or delayed by reason(s) of war, hostility, acts of the public enemy, civil disturbance, sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lockout or act of God (Herein after referred to as events), provided notice of happenings, of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason(s) of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event(s) may come to an end or cease to exist and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation(s) under the contract is prevented or delayed by reason(s) of any such event for a period exceeding 60 days, either party may, at its discretion terminate the contract. The decision of GMTD ROHTAK as to whether an event justify invocation of force majeure shall be final & conclusive.

11.2 Provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the supplier, at a prices to be fixed by the purchaser, & which shall be final, all the unused, undamaged & acceptable goods, bought out components & stores in course of manufacture in the possession of the supplier at the time of such termination or such portion(s) thereof as the purchaser may deem fit excepting such materials bought out components and stores as the supplier may with the concurrence of the purchaser elect to retain.

13. Terminations for Default.

The purchaser by a written notice of 30 days, of default, may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in part as the case may be :-

If the supplier fails to deliver any or all of the goods/services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.

If the supplier fails to perform any other obligation(s) under the contract; and If the supplier, does not remedy his failure(s) within a period of specified by purchaser, after the receipt of the default notice.

In the event of the termination of the contract in whole or in part, the purchaser may procure from open market, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered & the supplier shall be liable for payment of such excess cost for such similar goods. The supplier shall, however, continue to perform the contract to the extent not terminated.

On the happening of any of the above circumstances, the purchaser, without prejudice to its other rights under the law of the contract, may purchase the balance quantity of the goods / services at the risk & cost of supplier & book to him for the payment thereof & shall also claim a set-off of any dues payable under the contract to the supplier against his dues under the contract or any previous contract.

14. Termination For Insolvency:

The purchaser may at any time terminate the contract by a written notice to supplier, without compensation, if the supplier becomes bankrupt or otherwise insolvent as declared by competent court, provided that such termination shall not prejudice or affect any right of action or remedy which had accrued or will accrue thereafter to the purchaser.

Section -VII
GENERAL CONDITIONS OF CONTRACT

1. Application

These conditions shall apply in all the contracts made by the purchaser for the procurement of goods/ services.

2. Standard

The goods/ services supplied under this contract shall conform to the standards mentioned in the Technical Specifications at Annexure-VI.

3. Patent Rights

The supplier shall indemnify the purchaser against the third-party claims/ actions of infringement of patent, trademark or industries design rights arising from use of the goods/ services or any part thereof in Indian Telecom Network.

4. Inspection and Testing.

- 4.1 The purchaser or its representative shall have the right to inspect & test the goods for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance like Testing Instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.
- 4.2 Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject them & the supplier shall either replace the rejected goods or make alterations necessary to meet the specifications at his own cost, before re-offering the same for further inspection.
- 4.3 Notwithstanding the pre-supply tests & inspections prescribed above, the equipment/goods & accessories on receipt at purchaser's premises shall also be tested during & after installation & if any equipment or part thereof is found defective, the same shall be replaced at the supplier's cost.
- 4.4 If any equipment/goods or part thereof, is found to be defective or fails to fulfil the requirements of the contract, the purchaser shall give the supplier notice setting for the details of such defect(s) or failure(s) & the supplier, shall remove the defects or replace the goods to ensure full compliance with the requirement of the contract forthwith & within a period specified in the report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so, the purchaser shall reserve the right to reject and/or to get the replacement, at the cost of the supplier, the whole or part of the equipment as the case may be. The cost of all such replacement made by purchaser shall be deducted from any amount payable to the supplier. The decision of the purchaser shall be final for considering the goods as defective/ rejected.
- 4.5 Nothing in this clause shall in any way release the supplier from any warranty or other obligations under this contract.

5. Delivery and Documents.

- 5.1 The goods shall be delivered in accordance with the delivery schedule specified in Section-IV. The goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment/goods shall be to the ultimate consignee as given in the supply order/ purchase order/ work order.

5.2 The delivery of the equipment/goods shall commence & be completed within the time schedule specified in the Section-IV. It shall be the essence of the contract.

6. Incidental Services (Wherever Required)

6.1 The supplier may be required to provide any or all of the following:

- i) On site supervision of assembly and/or start-up of the supplied goods;
- ii) Tools & testers required for assembly and/or maintenance of the supplied goods;
- iii) Supervision, maintenance and/or repair of the supplied goods, for a period of time agreed by the contracting parties, provided that such service shall not relieve the supplier of any warranty obligations under this contract.

6.2 Financial obligations, if any, of the above services shall be clearly indicated in the offer, failing which it shall be construed that these services shall be provided by the supplier(s) at its own cost.

7. Warranty:

7.1 The contractor shall warrant that goods to be supplied shall be new & free from all defects and faults in material, workmanship & manufacture & shall be of the highest grade & consistent with the established & generally accepted standards for material of the type ordered & shall perform in full conformity with the specifications & drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the contractor & under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet the equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise & shall remedy such defects at its own cost, when called upon to do so by the purchaser, who shall state in writing in what respect the goods are defective/nonstandard. This warranty shall survive inspection or payment for, & acceptance of goods, but shall expire except in respect of complaints notified prior to such date, 12 months after the goods have been accepted.

7.2 If it becomes necessary for the supplier to replace or renew any defective portion / portions of the equipment under this clause, the provisions of the clause shall apply to the portion / portions equipment so replaced or renewed or until the end of the above mentioned period of twelve months, which ever may be later. If any defect is not remedied within a specified time, the purchaser may proceed to do work at contractor's risk and expenses, but without prejudice to any other rights, which the purchaser may have against the supplier in respect of such defects.

7.3 Replacement(s) under the warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

8. Delays In The Supplier's Performance:

8.1 Goods/services under the contract shall be provided strictly in accordance with the delivery schedule specified in the supply order/ purchase order/ work order.

8.2 Delay(s) in the performance of delivery obligations shall render the supplier liable to any or all; of the following sanctions i.e. forfeiture of performance security(S/D), imposition of liquidated damages and/or termination of the

contract for default, and / or barring the supplier for 1 years or more .

- 8.3 If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the good/services, the supplier shall promptly notify the purchaser in writing of the full fact about the delay, its likely duration & cause(s). As soon as practicable after receipt of the supplier's notice, the discretion to extend the period for performance of the contract after mutual discussions, lies with the purchaser i.e. BSNL .
- 8.4 In case of delayed supplies i.e. after the expiry of scheduled delivery period, the benefits of reduction in taxes/duties shall be passed on to the purchaser i.e. BSNL & no benefit that may accrue due to increase will be permitted to the supplier(s).

SECTION -VIII

Proforma for Experience Certificate

<i>Name and Address of the issuing office</i>

No..... Dated.....

Subject: Experience Certificate for

It is certified that M/s..... having office at

.....

..... whose proprietor/Partners/Directors are

.....

.....

.....

..... have successfully carried out

(Name of the work) work for the amount mentioned hereunder. It is certified that amounts have been paid to the above mentioned contractor.

SN	Period		Contract No(s)	Amount Paid (in Rs.)
	From	To		

DGM (Plg)
Signature with office Seal

SECTION – IX

CERTIFICATE REGARDING NO NEAR RELATIVE WORKING IN BSNL

1. The near relatives of all BSNL employees (executive or non-executive employees working in Rohtak SSA either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
 - a) Members of a Hindu Undivided family.
 - b) They are husband and wife.
 - c) The one is related to the other in the manner as father, mother son(s), son's wife (daughter-in-law) Daughter(s) & daughter's husband (son-in-law) brother(s) & brother's wife, sister(s) sister's husband (brother-in-law).

The tenderer (s) shall give a certificate to the effect that none of his/her relatives as defined above are working in Rohtak SSA. *In case of proprietorship firm the 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 Directors of the Company.* Any breach of these conditions by the company or firm or any other person, the tender work will be cancelled and earnest money /security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person may also be debarred for further participation in the concerned unit.

CERTIFICATE

I.....S/o.....

R/o.....

hereby certify that none of my relative(s) as defined above is/are employed in BSNL Rohtak SSA. 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"

DATE _____ SIGNATURE OF TENDERER WITH SEAL

SECTION-X

Declaration about Genuineness of Documents/Certificates

I/We..... hereby declare that the information furnished in the bid in response to the NIT No: - GMTD/RTK/Plg/Tender/Marketing/19-20/ Dated :25.11.2019 is true and correct. I/we verify the genuineness and correctness of all documents, including experience certificates attached with the bid. Further I also declare that I have submitted the tender document digitally signed, without any additions/deletions/modifications, as a token of having read, understood and accepted the terms and conditions therein. I am also aware that I shall be held responsible in case any document attached is found false/forged/fabricated/tempered/manipulated at any stage and the BSNL is fully competent to take any action against me/my firm as deemed fit in accordance with the terms and conditions of the contract and law of the land.

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

Date: Name of the tenderer.....

Seal of the tenderer

Section- XI
SCHEDULE OF REQUIREMENT & TECHNICAL SPECIFICATIONS

The following is the item wise quantitative requirement as per individual item specification. Supply, Design, Transporting, delivery & installation of following items/ frames of Different sizes

Item No. 1&2:- Flex on Hoardings:-

- 1) Quantity:-5000 Sq. feet + 10000 Sq. feet (For Hoardings of different sizes with minimum 240 GSM).
- 2) Specification of flex: Flex must be of LG/ Star/ Indus star/Euro/DG express properly pasted with good quality appropriate adhesive material minimum 240 GSM.
- 3) Specification of Printing: Multi colour machine based solvent printing with UV resistant ink as per design approved by BSNL. Printing should carry a warranty of at least six months out door stability.

Item No. 3 & 4:- Flex with Iron Frame:-

- 1) Quantity:- 1500 Sq. feet + 1000 sq. feet of variant dimensions.
- 2) Specification of flex: Flex must be of LG/ Star/ Indus star/Euro/DG Express, properly pasted with good quality appropriate adhesive material, with minimum 240 GSM.
- 3) Specification of Printing: Multi colour machine based solvent printing with UV resistant ink as per design approved by BSNL. Printing should carry a warranty of at least 12 months out door stability.
- 4) Specification of Frame: Frame should be made up of 1"x1" square Iron pipe.
- 5) Fitting/Hanging arrangement: For one side frame, Fitting of the board with the help of good quality heavy iron clamps and tied with soft GI wire. For two frames fitted back to back on poles, fixing with four GI nut and bolts of appropriate size to best fit on pole or hanging the board with two hooks and a steel chain of appropriate length. Proper fitting/ Hanging of Frame is to be ensured.

Item No. 5:- Flex Banners:-

- 1) Quantity:- 10000 Sq. feet , Banners of variant sizes, with minimum 240 GSM.
- 2) Specification of flex: Flex must be of LG/ Star/ Indus star/Euro/DG express
- 3) Specification of Printing: Multi colour machine based solvent printing with UV resistant ink as per design approved by BSNL. Printing should carry a warranty of at least six months out door stability.

Item No. 6 & 7:- Wall Painting/pillar painting of BSNL & other building:-

- 1) Quantity:- 3000Sqft + 6000 sqft
- 2) Specification of Wall Painting: Multicolour printing with only Branded Paint like NEROLAC, ASIAN BURGER of 1st quality must be used
- 3) Hiring of Wall/Site- Painting charges in r/o Item No.7 are inclusive of site hire charges.

Item No. 8:- Standee with Flex:-

- 1) Quantity:- 50 Nos, Size 6'x3'
- 2) Specification of flex: Flex must be of LG/ Star/ Indus star/DG Express properly pasted with good quality appropriate adhesive material.
- 3) Specification of Printing: Multi colour machine based solvent printing with UV resistant ink as per design approved by BSNL. Printing should carry a warranty of at least 12 months out door stability.
- 4) Specification of Stand: Must be made of Aluminium and Flex should be pasted properly on it.

Item No. 9:- Poster:-

- 1) Quantity:- 10000 Nos, Size 18"x22"
- 2) Specification of Poster: Art Paper, 18"x22" size 130 GSM paper with glue strip must be used
- 3) Specification of Printing: Single side multi colour Designing printing with glue strip

Item No. 10 :- Pamphlets on Nani/KCT paper:-

- 1) Quantity:- 50000 Nos.
- 2) Specification of Paper Quality: Nani/KCT paper or equivalent, 7"x10" size 54 GSM paper must be used
- 3) Specification of Printing:- Single Colour both side printing.

Item No. 11& 12:- Pamphlets:-

- 1) Quantity:- 50000 Nos. + 50000 nos.
- 2) Specification of Paper Quality: Art Paper, 7"x10" size 70 GSM paper must be used
- 3) Specification of Printing:- Multicolour single side Designing printing i/r/o item No.11& multicolour both side designing printing i/r/o item No. 12

Item No. 13& 14:- Pamphlets A4 size:-

- 1) Quantity:- 50000 Nos. + 40000 nos.
- 2) Specification of Paper Quality: Colour Paper, A4 size 50 GSM paper must be used
- 3) Specification of Printing:- Multicolour single side designing printing i/r/o item No.13& multicolour both side designing printing i/r/o item No. 14

Item No. 15:- Plastic folders:-

- 1) Quantity:- 300
- 2) Specification of flex: Model world 1 one (DC210F) Dutone clear bag with coloured logo printed.

Item No. 16:-Sign board

- 1) Quantity:- 2000 sqft.
- 2) Specification: Sunboard 3mm with digital printing on both sides with die cutting & frame.

Item No. 17:- Glow Sign Board (Single Sided):-

- 3) Quantity:- Single Sided 1000 Sq. feet of variant dimensions.
- 4) Specification of flex: Flex must be of LG/ Star/ Indus star/Euro/DG express, properly pasted with good quality appropriate adhesive material.
- 5) Specification of Printing: Multi colour machine based solvent printing with UV resistant ink as per design approved by BSNL. Printing should carry a warranty of at least 12 months out door stability.
- 6) Specification of Box: Frame of the box should be made up of 1"x1" square Iron pipe and covered with MS/GI Steel sheet of 26 gauges.
- 7) Specification of Electrical fitting: Electronic choke- Philips make with accessories all ISI Brand,
Tube Lights of size 4 feet each with at least one Tube light per 8 Sq. feet (i.e. for 4'x2' Box). Good quality ISI brand flexible wire with 3 pin plug of ISI Brand up to nearest electric point.
- 8) Fitting/Hanging arrangement: For one side glow sign board, Fitting of the board with the help of
good quality heavy iron clamps and tied with soft GI wire or hanging the board with two hooks & 4 feet long steel chain for 4'x2' box. Proper fitting/
Hanging of glow sign board is to be ensured.
- 9) Minimum sizes used for flex of 240 GSM.

Item No. 18:- Umbrellas:-

- 1) Quantity:- 125 Nos
- 2) Size: 6' diameter
- 3) Printing: Four color Screen printing with Logos of BSNL services.(as per sample design attached).
- 4) Specification: Water resistant 170 GSM Polyester Pongee fabric, coated mild steel frame, approved BSNL logos, stand of mild steel square shaped base with adjustable lock in having approximate weight of 2.5 kg.

Item No. 19:- BOPP Self Adhesive Tape with BSNL Logo:-

- 1) Quantity:- 15 Box [Each having 72 rolls].
- 2) Single colour printing, length of each Tape troll = 50m, 40 micron thickness width = 2inch.

Item No. 20:- Sticker:-

- 1) Quantity:- 5000Nos.
- 2) Specification of Paper Quality: Art Paper,20"x30" size 50 GSMwith gumming seat must be used. The size of sheet may be adjusted as per order given.
- 3) Specification of Printing:- Multi colour printing.

Item No. 21:- Canopy:-

- 1) Quantity:- 50Nos.
- 2) Specification of Paper Quality: Size 6"x6"x7" (Aluminum) with roof, back, two sides & front advertisement.
- 3) Specification of Printing:- Multi colour designing &printing.

Other Allied Technical Specifications:-

- a) In all the above cases, contractor will be given only the manuscript, which has to be processed. Contractor will have to give minimum 3 proofs before finalization.
- b) The samples will be checked by **SDE (Sales/Mktg) Rohtak**. First proof is to be given by Contractor within 3 days & after correction if any, Delivery is to be given as per the time mentioned in Supply Order.
- c) Purchase order will be placed by **AGM (Sales/Mkt) O/o GMTD, BSNL Rohtak**after perusal from GMTD Rohtak. Purchase Order will be given in different phases & the designs may differ in each phase.
- d) The Glow signboard/Flex on hoarding/Backlit Flex/Flex with Iron Frame etc will be required to be transported, delivered & installed at different site in Rohtak SSA as mentioned in PO. **The rates shall be inclusive of cost of all types of materials, design, labour charges, delivery, Installation, taxes, transportation up to the end point of installation.**
- e) BSNL will not be responsible for any loss suffered due to increase or decrease in quantity.
- f) BSNL will not be responsible for any damage/ loss during transportation and installation.
- g) The GMTD Rohtak reserves the right to increase/ decrease the size and quantity of any of the items and payment in this case will be made on **prorata** basis.

Financial Bid
SECTION – I [Part-B]
SCHEDULE FOR QUOTING THE RATES

To

The General Manager Telecom District
 BSNL, Rohtak.

Sub:- Financial Bid for Designing, Printing, Supply and installation of Flexes on hoardings, Flex Banners, Glow Sign Boards, Printing of Pamphlets, and other marketing materials in Rohtak SSA

Ref:- NIT No:- GMTD/RTK/Plg/Tender/Marketing/19-20 Dated 25.11.2019

Marketing Quantum 2019-20						
Sr. No.	Description of work as per specification mentioned in Section-XI	Technical Specification	Unit	Qty.	Rate / Unit.	Total in Rs.
				A	B	C = AxB
1	Flex on Hoardings of variant sizes (In Sqft) for hanging in Rohtak Distt.	Designing, Printing on STAR flex, transportation , pasting , hanging in Rohtak Distt	sq ft	5000		
2	Flex on Hoardings of variant sizes (In Sqft) for hanging in Rohtak SSA except Rohtak Distt.	Designing, Printing on STAR flex, transportation, pasting, hanging in Rohtak SSA except Rohtak Distt	sq ft	10000		
3	Flex with Iron Frame of variant sizes (in Sqft) for sites in Rohtak Distt.	Designing, Printing on STAR flex with pasting on Iron frame, transportation , to be fixed at Hoarding , buildings or pole mounted sites in Rohtak Distt	sq ft	2000		
4	Flex with Iron Frame of variant sizes (in Sqft) for sites in Rohtak SSA except Rohtak Distt.	Designing, Printing on STAR flex with pasting on Iron frame, transportation, to be fixed at Hoarding, buildings or pole mounted sites in Rohtak SSA except Rohtak Distt	sq ft	4000		
5	Flex for Banners of variant sizes (In Sqft)	Designing, Printing on STAR flex any Size with i-lits on all corners	sq ft	5000		
6	Wall/Pillar Painting (BSNL building walls/Pillars)Per Sq. Feet	Multi colour painting With only Branded Paint like Nerolac, Asian Burger.	sq ft	5000		
7	Wall painting including site/wall hire charges per Sq ft	Multi colour painting With only Branded Paint like Nerolac, Asian Burger.	sq ft	10000		

8	Standee with Flex 6ø x 3ø	6ø height x 3ø width with Aluminum base with flex	No	50		
9	Pamphlets (Single colour both side printing on Nani/KCT paper or equivalent)	Single colour both side printing on Nani/KCT paer or Equivalent	No	40000		
10	Pamphlets (Multicolour single side printing of size 7øx10ø)	Desiging printing on size 7"x 10" 70 GSM Art paper Multi colour single side printing	No	40000		
11	Pamphlets (Multicolour both side printing of size 7øx10ø)	Desiging printing on size 7"x 10" 70 GSM Art paper Multi colour both side printing	No	40000		
12	Pamphlets (Multicolour single side printing of A4 size)	Desiging printing on A4 size 70 GSM paper Multi colour single side printing	No	40000		
13	Pamphlets (Multicolour both side printing of A4 size)	Desiging printing on A4 size 70 GSM paper Multi colour both side printing	No	40000		
14	Plastic folders	Model world 1 one (DC210F) Dutone Clear Bag with coloured logo Printed	No	500		
15	Sign Board of different sizes with frame (In Sqft)	Different Size with iron frame (Pasting and Hanging)	sq ft	1000		
16	Glow Sign Board of different sizes with iron frame (In Sqft)	Different size with iron frame (Pasting and Hanging)	sq ft	1000		
17	Umbrellas (6 ft diameter, coated mild steel frame, Water resistant 170 GSM Polyester Pongee fabric,	Approved BSNL logos, Stand of Mild steel square shaped base with adjustable lock in (app weight 2.5 kg)	No	250		
18	BOPP Self Adhesive Tape with BSNL Logo [Each box 72 rolls.]	Continue gumming Sticker Tape Roll Two Color Printing (50 ft length and 2ø wide)	Box	20		
19	Sticker (20øx30ø size with colour printing gumming seat.)	Sticker 20"X30" size with color printing gumming seat	Nos	4000		
20	Promo table for Camp including One table and Two stools (Folding Type)	One table with two stools	Nos	75		
			G. Total in Rs.			
	Total in Rs. (in figure)					
	Total in Rs. (in words)					

Note:-

1. Rates quoted shall be inclusive of cost of material, design, labour charges, delivery, installation & any types of taxes, but excluding GST which may be shown extra as applicable.
2. Quantities mentioned in the tender may vary to any extent.
3. The L-1 bidder will be decided by calculating the total cost of the work to be executed on the basis of rates quoted by the tenderers.

Date:

Place

Yours faithfully

Signature of the tenderer with seal

Name of the tenderer

Filename: Tender for Marketing
Directory: C:\Users\SDE PLG\Documents
Template: C:\Users\SDE
PLG\AppData\Roaming\Microsoft\Templates\Normal.dotm
Title: TENDER FOR MAINTENANCE OF TOWERS IN
FARIDABAD SSA
Subject:
Author: radadm
Keywords:
Comments:
Creation Date: 01-09-2017 14:49:00
Change Number: 583
Last Saved On: 25-11-2019 11:22:00
Last Saved By: Hewlett-Packard Company
Total Editing Time: 368 Minutes
Last Printed On: 25-11-2019 11:22:00
As of Last Complete Printing
Number of Pages: 37
Number of Words: 12,678 (approx.)
Number of Characters: 72,267 (approx.)