



BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

O/o GENERAL MANAGER, TELECOM DISTRICT, BSNL BHAWAN, DABAGARDENS,
VISAKHAPATNAM – 530 020

E-Tender Notice

From: To,

File No.

Dated:-.....

Sub: - Tender document for Installation of NGN (Next Generation Network) LMG Telecom Equipment at Visakhapatnam including Dismantling, Safe Packing, Loading and Transportation from Rajamaundry, Chittore, Srikakulam, Nellore, Vijayawada, Anantapur, Eluru and Visakhapatnam districts and unloading at various BSNL Telephone Exchanges in VISAKHAPATNAM Urban.

Tender Enquiry No. : GMTD-VM/W-5/SDE(MM)/IX/Tender for Installation of NGN Eqpt/20-21 dtd. 12-01-2021

Cost of the tender schedule : Rs.590/-(Rupees five hundred & ninety only).

Earnest Money Deposit : Rs.16655/-

Estimated cost : Rs.666200/-

Tender available on online from : 17:00 hours of 12-01-2021

Last date and time for the

submission of tenders on online : 11.30 hours of 22-01-2021

Last date and time for the

submission of tenders offline : 17:00 hours of 22-01-2021

Date and time of opening of the

received tenders : 11.30 hours of 23 -01-2021

Please find enclosed the tender document in respect of above mentioned tender. If interested, kindly submit your bid offers online on or before date & time specified in Clause 6 of detailed NIT.

**AGM (NWP-CFA)
O/o GMTD, Visakhapatnam
Tel.0891-2544466**

SECTION – I

DETAILED NOTICE INVITING E-TENDER (DNIT)

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

OFFICE OF GENERAL MANAGER, TELECOM DISTRICT, BSNL BHAWAN,
DABAGARDENS, VISAKHAPATNAM-530 020

On behalf of Bharat Sanchar Nigam Limited, Digitally Sealed Tenders are invited by the Principal General Manager Telecom District, Visakhapatnam for Installation of NGN (Next Generation Network) LMG Telecom Equipment at Visakhapatnam including with Dismantling, Proper Packing, Loading and Transportation from Rajahmundry, Chittoore, Srikakulam, Nellore, Vijayawada, Anantapur, Eluru and Visakhapatnam districts and unloading at various BSNL Telephone Exchanges in VISAKHAPATNAM Urban.

Purchase of Tender Document: Tender document can be obtained by downloading it from the website www.ap.bsnl.co.in/etender.gov.in

- 1.1 The bidders downloading the tender document are required to submit the tender fee of **Rs. _____ (Rupees _____ only)** through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "**Accounts Officer(Cash), BSNL, O/o GM,TD,Visakhapatnam**" and payable at **VISAKHAPATNAM**.

The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of tender fee. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for the construction/Operations/Maintenance services in Telecom Industry / maintenance and installation of O.F cables, valid on the date of opening of the tender. The scope of area of the above MSE registered bidders must be for construction/ maintenance of underground telecom cables/ maintenance and installation of O.F cables /telecom outdoor network/BTS maintenance GSM/mobile BTS sites, Battery Sets, Power Plants, DG Sets, Installation of Telecom Services etc.

2. **Availability of Tender Document on the e-tender portal for bid submission:** The tender document shall be available for downloading from BSNL website www.ap.bsnl.co.in from **17:00 hrs on 12-01-2021** onwards. The same tender document is uploaded on BSNL website shall be made available on e-tender portal **etender.gov.in** from 12-01-2021 **from 17.00Hrs** onwards for start on online bid submission.
- 2.1 Physical copy of the tender document would not be available for sale.
- 2.2 The Tender document shall not be available for download from e-tender portal on its submission / closing date.
- 2.3 Data can be obtained from AGM(NWP-CFA) O/o GM,TD,BSNL,2nd floor,Dabagardens,VISAKHAPATNAM-20 **OR** SDE(MM) O/o GM,TD, BSNL, Dabagardens, Visakhapatnam-20

3. **Eligibility Criteria :** The bidder should meet following eligibility requirements

4.

4.1. General Qualification

- 4.1.1 The Bidder must be Indian registered Companies under Companies Act 1956/2013

or an LLP or a Firm registered under applicable Acts or Proprietor of the Firm (Declaration must be submitted).

4.1.2 The Bidder must not be black-listed for Telecom business by any Central/ State Governments/ PSUs in India at the time of submission of bid. An undertaking must be submitted in this regard.

4.1.3 The Bidder must have a valid PAN & valid registration under GST Act. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration at the time of award of work/ LoI/signing of contract, if declared successful.

4.2 Technical Qualification

4.2.1 The Bidder must have an experience of executing works related to Installation of Telecom Equipment /maintenance and installation of O.F Equipment/ **CELL Equipment/ Internet Switches/ Switching Equipment** of telecom network for at least one year in the last three financial years i.e. 2017-18, 2018-19, 2019-20

(Bidders will be required to support claims of their required experience)

4.3 Financial Qualification

4.3.1 The Bidder must have completed works of value worth 2 lakhs or above from telecom business as mentioned in 4.2.1 in Technical Qualification.

5. Bid Security/EMD:

5.1 The bidder shall furnish the bid EMD in one of the following ways:-

a. Demand Draft/ Banker's cheque drawn in favour of "**Accounts Officer (Cash), BSNL, O/o GM,TD, Visakhapatnam** and payable at **VISAKHAPATNAM**.

b. The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc are exempted from payment of bid security. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for the construction/Operations/Maintenance services in Telecom Industry / maintenance and installation of O.F cables, valid on the date of opening of the tender. The scope of area of the above MSE registered bidders must be for construction/ maintenance of underground telecom cables/ maintenance and installation of O.F cables /telecom outdoor network/BTS maintenance GSM/mobile BTS sites, Battery Sets, Power Plants, DG Sets, Installation of Telecom Services etc.

6. **Date & Time of Submission of Tender bids: on or before 11.30Hrs of 22-01-2021(on line), 17:00 hrs. on 22-01-2021(Off line)**

6.1 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 date due to any other unavoidable reason will be intimated to all the bidders separately.

7. **Opening of Tender Bids: At 11:30 Hrs of 23-01-2021,**

8. **Place of opening of Tender bids:** The tenders shall be opened through 'Online Tender Opening Event'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the online Tender Opening Event (TOE) from the comfort of their offices.

9. **Tender bids received after due time & date will not be accepted.**

10. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.

11. The PGM/GMTD,BSNL, VISAKHAPATNAM, reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest bid.

12. The bidder shall furnish a declaration, as per Section 6 (A), in his tender bid that no addition / deletion / corrections have been made in the terms & conditions of the downloaded tender document for which their bid is being submitted and these are identical to the tender document appearing on the website.
- 12.1 In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.
- 12.2 All documents submitted in the bid offer should be preferably in English/Hindi/ State's official language. In case the certificate viz. experience, registration etc. is issued in any other language other than English/Hindi/ State's official language, the bidder shall attach a translation of the same in English/Hindi/ State's official language, duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.
- 12.3 All computer generated documents should be duly signed/ attested by the bidder/ bidder organization.
- 12.4 The queries in respect of this bid document, if any, can be submitted through Email latest upto 19-01-2021.

BSNL Contact-1	
BSNL's Contact Person	AGM(NWP-CFA) O/o GM,TD,BSNL,2 nd Floor, Dabagardens,Visakhapatnam-530 020
Telephone& Mobile	0891-2544466 ,9490131431
E-mail ID	agmnwpcfavm@gmail.com
BSNL Contact-2	
BSNL's Contact Person	SDE(MM), O/o GMTD,BSNL,2 nd Floor,Dabagardens, Visakhapatnam-530 020
Telephone & Mobile	0891-2544462, 9490686999
E-mail ID	Sdemm_vm@bsnl.co.in

SECTION- II
Tender Information

1. Type of tender: Single stage submission & Two stage opening.

Digitally signed online bids are to be submitted in Single Stage Bidding and two stage opening e-tendering process using two electronic Envelopes from the eligible bidders by the time and date specified in the Bid Document.

Note: The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only, shall be opened.

2. Bid Validity Period - The bid will remain valid for **30 days** from the tender opening date.

3. The electronic envelopes will contain documents satisfying the eligibility / Technical & commercial conditions in first envelope called **Techno-commercial** envelope and second envelope called as **Financial Envelope** containing financial bid/ quote.

a. Techno-commercial envelope shall contain :-

- i. Scanned copy of EMD.
- ii. Scanned copy of payment of cost of tender document i.e. tender fee.
- iii. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 , Section-I of the Detailed NIT.
- iv. Power of Attorney (PoA) & authorization for executing the power of Attorney, Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be. Proprietorship declaration is to be submitted in case of proprietor.
- v. Bidder's Profile & Questionnaire duly filled & signed as per Section-8.
- vi. Letter of authorization for attending bid opening event as per Section -7 Part (C).
- vii. No Near-Relationship Certificate duly filled & signed as per Section-6 Part B.
- viii. Undertaking & declaration duly filled & signed as per Section-6 Part A
- ix. Tender / Bid form-Section 9 Part A.
- x. ITR filed for the years 18-19 and 19-20.
- xi. GST Registration Certificate and PAN CARD copy
- xii. Notarized Declaration of Black listing.

b. Financial envelope shall contain:

- 1) Price Schedule (as per Section 9 Part-B)

c. Offline Documents :

The following documents are required to be submitted offline (i.e. **offline submission upto 17:00 hrs on 22-01-2021**) to AGM(NWP-CFA) O/o GM, TD, BSNL, Dabagardens, Visakhapatnam-20 on or before the date & time of submission of bids in a sealed envelope. The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).

- 1) EMD – Bid security (in original)
- 2) DD/ Banker's cheque of Tender fee (in original).
- 3) Power of Attorney and authorization for executing the power of Attorney.

4. Time line for start of services: 10 days from the date of opening of NIT.

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5. Duration of Contract (Validity of tender):

Normally contract will be awarded for two months. However, extension for one month or part thereof, will be considered, keeping in view the various factors such as exigency of service, satisfactory performance of the firm with the same terms and conditions of the tender.

6.

PENALTY FOR DELAY IN COMPLETION : The time allowed for completion of the work as entered in the work order shall be strictly adhered to by the contractor and shall be deemed to be the most important aspect of the contract and shall be reckoned from the day after receipt of the work order. The contractor(s) shall pay as penalty an amount equal to 2%(two) of the cost of the work ordered(as per work order) for every one week delay or part thereof in completion of the work, provided that the entire amount of penalty to be paid under this clause shall not exceed 10% of the total cost of the work order. If the work is not commenced within one week from the date of accepting the work order, the tender awarded is liable to be cancelled and Security Deposit shall be forfeited.

SECTION- III

GENERAL (COMMERICAL) CONDITIONS OF CONTRACT

Instructions relating to Bidders for Installation of NGN (Next Generation Network) LMG Equipment at Visakhapatnam including with Dismantling, Safe Packing, Loading and Transportation from Rajamaundry, Chittore, Srikakulam, Nellore, Vijayawada, Anantapur, Eluru and Visakhapatnam districts and unloading at various BSNL Telephone Exchanges in VISAKHAPATNAM Urban.

Above stations in Andhra Pradesh as per the list enclosed at Annexure-1.

The tender application received without E.M.D and Cost of the tender document (if downloaded from the web site) shall be summarily rejected.

1. The rates must be mentioned in only in financial bid at Section X, herein enclosed, and in the manner indicated hereinafter. Any tender not in the prescribed form, or not in the manner indicated, shall be summarily rejected.
2. Rates should be quoted clearly in figures and words both. Corrections, if any, must be signed by the bidder, failing which the tender shall be rejected. Use of correcting fluid in the rates is strictly prohibited. Ambiguity in rates or insertion of any term or condition in the tender not specified in the Schedule-I shall render the tender invalid. Rates quoted should be firm for acceptance **till the completion of specified work** from the date of acceptance/agreement of the tender.
3. Incomplete and incorrectly filled-in tenders are liable to be summarily rejected.
4. Self-Attested Photocopies of Income Tax Returns should be submitted along with the tender form .
6. Experience certificate from any Central/State Govt. Office, PSUs or Local Municipal Authorities etc for at least one year in the last three years.
7. The bidder must furnish documentary evidence of the authority to sign the bid. In case of partnership firms, all partners must sign the bid.
8. Each and every page of tender document must be stamped and signed by the bidder(s).
9. The E.M.D. of the successful bidder, will be refunded after submission of security deposit.
10. The E.M.D. of unsuccessful bidders shall be refunded after the finalization of tenders.
11. The Contract shall, ordinarily, be valid for a period of two months which may, however be extendable for one more month on same terms and conditions with the concurrence of the contractor, if considered necessary.
12. The successful bidder shall have to sign an Agreement Deed, within 7 days from the date of acceptance of his offer.

14. Performance security:

a). The contractor shall furnish performance security to the PGMTD, VM at the time of signing contract for an amount equal to 10% of estimated tender value as per clause 1.1 of Section-5 Part A.

b) The proceeds of the performance security are liable to be forfeited by BSNL for the contractor's failure to complete its obligation under the contract.

15. The security deposit of successful bidder shall be refunded only after the final settlement of all claims of the department, after the expiry of the contract as per the terms and conditions thereof and after issue of no due certificate.

16. The security deposit shall be forfeited if the contractor fails to execute the agreement deed, required in pursuance of this tender being accepted, or fails to carry out the work when called upon.

17. No interest shall accrue either on the Earnest Money Deposit or on the Security Deposit. Also the contractor shall have no claim for interest for the amount of bills in case the payment is delayed due to administrative reasons.

18. The PGMTD, BSNL, Visakhapatnam, on behalf of the B.S.N.L., does not bind himself to accept the lowest, or any tender, in whole or part, or to assign any reason for such non-acceptance, or part acceptance.

19. The PGMTD, BSNL, Visakhapatnam, reserves the right to award the work as a whole to a single contractor or to award the work to more than one Contractor for different work in different slabs in different or same rate.

20. **The estimated quantum of work may increase or decrease by 25% with same terms and conditions.**

21. All disputes are subject to AP Telecom Circle jurisdiction only.

22. BSNL shall not take responsibility for any errors while downloading, causing omissions/missing of any text of the document. BSNL will accept the Tender Schedule as per the original format only.

SECTION - IV

SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

Scope of work: Tender for Installation of NGN (Next Generation Network) LMG Equipment at Visakhapatnam including with Dismantling, Loading and Transportation from Rajahmundry, Chittoor, Srikakulam, Nellore, Vijayawada, Anantapur, Eluru and Visakhapatnam districts and unloading at BSNL Telephone Exchanges VISAKHAPATNAM

Installation of NGN (Next Generation Network) LMG Equipment at Visakhapatnam with Transportation of NGN (Next Generation Network) LMG Equipment to VISAKHAPATNAM URBAN including Dismantling, Loading and unloading from different stations in Andhra Pradesh as per the list enclosed at Annexure-I.

De-installation of spared NGN Equipment: De-installation of spared LMG (NGN) Racks with switchboard cables, Power cables, MDF modules and other related accessories like Chassis, Line Cards, CT Boxes and splitters etc. (locations as per Annexure-I).

Transportation: Proper and Safe Packing of dismantled LMG (NGN) rack and other associated equipment, Loading, Transportation from the stations at Annexure-I and unloading, unpacking at Visakhapatnam (location as per Annexure-I).

The bidder has to collect the NGN equipment along with accessories from the designated sites (as per the list enclosed at Annexure-I), transport the equipment to specified locations in Visakhapatnam Urban including packing, loading and unloading. The bidder has to install the NGN equipment at Visakhapatnam at designated sites with laying of switch board cables from NGN rack to MDF over runways, termination of switch board cables at MDF with MDF modules fixing as well as LMG side. The bidder has to install New DCDB and to lay the required capacity power cables from Power Plant to DCDB and the NGN rack to DCDB and termination of Power cables at both ends. The bidder has to lay fibers from NGN rack to nearby OFC transmission system and termination at both ends.

The Bidder has to complete the testing of NGN equipment after installation in co-ordination with BSNL and handover the NGN new installed Equipment to BSNL Visakhapatnam for commissioning. The bidder is responsible for the entire work from dismantling at Various locations in Andhra Pradesh and up to Installation along with testing at Visakhapatnam for successful commissioning.

SPECIAL CONDITIONS OF CONTRACT

After acceptance of tender, the contractor shall have to execute a contract deed with B.S.N.L. through the Pr. General Manager, GMTD, BSNL, Visakhapatnam mutually agreed upon following terms and conditions.

1. The contractor shall not demand undue charges which are not stipulated in the contract or mentioned in the conditions of the tender.
2. The contractor shall be responsible for loading, unloading and stocking the stores at the desired place as required by the respective in charges of the Exchanges/Offices.
3. The Contract shall, ordinarily, be valid for a period of two months which may, however be extendable for one more month on same terms and conditions with the concurrence of the contractor, if considered necessary.
4. The contractor shall complete the transportation of the material within 7 days (in case of road transport) from the date of recovery of the material of work order failing which he shall deem to have committed a breach of contract and suitable damages shall be recovered from him. In exceptional cases where transportation could not be completed within the stipulated period due to unavoidable reason, the contractor shall have to obtain certificate from the work issuing authority.
5. The contractor agrees that
 - a) The contractor shall not transfer or sublet the contract without the prior consent in writing of the GMTD,BSNL, Visakhapatnam
 - b) **The contractor shall be responsible for all damages by fire, collision or accident and for all damage to property, persons or animals caused by his or any of his agents', employees', or nominees' negligence or default. Such damages shall be made good from the bills or the aforesaid security deposit.**
 - c) **The Installation sites at Visakhapatnam may vary as per current requirement.**

The successful tenderer (s) shall arrange Insurance coverage towards the safety of the store materials to be transported by him, while covering the entire period from the time of the store materials are taken for transportation till the same are delivered to required destination. This insurance should cover losses due to fire hazards, accident on the road/sea, lighting, explosion / implosion, impact by any road/sea, vehicle or animal and riot; strike malicious and terrorist's damages. For this tenderer should obtain a Insurance Policy which is termed as "Submarine Policy" WITH Floater extra covering the risk any wherein AP Telecom Circle (covering Andhra Pradesh and Telangana states) from a National Insurance Company for an amount equal to Rs.80,00,000/- and pledge to the BSNL in favour of GMTD,BSNL, Visakhapatnam . This amount is to cover the cost of the quantum of stores materials issued to him for transportation. The successful tender(s) should obtain Insurance Policy and submit it to the BSNL along with the

agreement bond, only after which the orders will be issued to them for transportation of stores materials. **Insurance coverage paid by successful tenderer will not be refunded by BSNL.**

The Contractor has to ensure safe loading and unloading of material .In case of damage to the material during loading and unloading, equivalent charges for damage will be recovered from the contractor.

- d) The contractor shall be absolutely liable and responsible for the due and safe custody and delivery in good condition of all equipment, etc., entrusted or delivered to him for conveyance and delivery.
 - e) The contractor shall pay all the taxes payable in respect of any mode of conveyance provided.
6. The contractor shall not employ any outside agent or assign or sublet the contract without the prior consent in writing.
 7. The contractor agrees that he shall employ labour for this contract as per the prescribed labour laws of the land.
 8. The contractor agrees to receive and carry out all the orders for the successful operation of the contract.
 9. The contractor shall transport the telecom material by 'covered' motor Lorries at rates quoted in Price schedule.
 10. The contractor shall supply the required labour, appliances and tools for loading, unloading, weighing, distributing, storing, stacking, counting, etc., of articles of stores conveyed by him.
 11. The contractor shall ensure that the stores to be conveyed are securely and properly covered with tarpaulin to protect from sun and rain, and consequent damage, deterioration, etc.
 12. The contractor shall provide drivers, who are duly licensed and are competent, careful and trustworthy, who shall solely be responsible for the manner in which they drive the vehicles and not expose the B.S.N.L. for any tortuous liability vicarious or otherwise for want of any reasonable care of caution on their part in the act of driving the vehicles.
 13. BSNL is at liberty to have the work done at any place departmentally or through some other agency if so desired but the contractor shall have no claim for any compensation or gain whatsoever on this account.

14. The GMTD, BSNL, Visakhapatnam is at liberty to terminate the contract forthwith and also order the forfeiture of the security deposit if in his opinion the performance of the work contracted is found to be unsatisfactory notwithstanding or sums of money which the contractor may be liable to pay to the B.S.N.L. under any of the condition of the tender or terms of the contract.
15. The contractor shall check and account the Telecom material at different stations (as per the list at Annexure-I) and also sign a receipt thereof in the form as may be prescribed by BSNL, Visakhapatnam in token of having received for conveyance and delivery.
16. Any loss or damage of departmental stores while in the custody of the CONTRACTOR shall to be made good by the CONTRACTOR. In case the BSNL has to incur any expenditure to repair such damages or to compensate for such injuries /losses the amount plus 5% (Five Percent) only as processing charge will be recovered from the dues of the CONTRACTOR or from the Security Deposit or both.
17. In case it is necessary for BSNL official (authorized by the competent authority) to accompany or escort the stores, he shall be carried free of charge and the extent or responsibility of the official shall be limited to escorting only.

18. Provision of EPF :

22.1 The contractor shall be required to comply the provision of EPF, ESI, payment of wages act, contractor labour regulation act, payment of bonus act, payment of gratuity act and tax regulation etc.

22.2 The contractor shall be fully responsible for payment of any type of workman compensation to his employees including drivers, workers etc. in the event of any injury, death, accident or any type of disease or health hazard to his employees engaged in the contract work. BSNL will not at all held responsible and neither BSNL shall be liable to pay any such compensation to the employees of the contractor nor contractor himself. The contractor shall keep BSNL indemnified of any type of workman compensation arising out of any type of loss to his employees/ workers/ drivers etc., engaged for execution of the contract work.

22.3 Non-compliance of above provision will be treated as breach of contract and necessary action against the bidder will be taken.

23. Arbitration Clause:

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 **CGM, A.P Telecom Circle Vijayawada** or in case his designation changed or his office is abolished then in such case to the sole arbitration of the time being entrusted whether in addition to the functioning of the CGM, A.P Telecom Circle or by whatever designation such appointed may be called there in after referred to as the said officer and if the CGM, A.P Telecom Circle Vijayawada officer. The agreement to appoint an

arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

- a) There will be no objection to any such appointment that the arbitrator is a B.S.NL. Servant or that he has or had to deal with the matter to which the agreement relates or that in course of his duties as B.S.NL. 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 both the parties. In the event of such arbitrator to whom the matters originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, such CGM AP Telecom circle Vijayawada or the said officer shall appoint another person to act as arbitrator with the term of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- b) The arbitrator may from time to time with consent of parties enlarge the time for making and publishing the award subject to the aforesaid Arbitrator and Conciliation Act 1996, and the rules made there under, any modification there off or the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- c) The venue of arbitration proceeding shall be the office of the GMTD BSNL, Visakhapatnam or such other places as the arbitrator may decide.

24. The contractor is not entitled for any claim of any special facilities such as free accommodation for garage, telephone connections, etc.

25 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 Authority or the Bharat Sanchar Nigam Limited or any other person or persons contracting through the Govt. of India and set off the same against any claim of the Authority or Bharat Sanchar Nigam Limited 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 Authority or Government or such other person or persons contracting through Govt. of India.

SECTION-5 Part A

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. PERFORMANCE SECURITY

- 1.1 The Bidder (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc.) shall furnish performance security to BSNL for an amount equal to **10%** of the value of Advance Work Order/ LoI, within **7** days from the date of issue of Advance Purchase Order by the Purchaser.
- 1.2 The proceeds of the performance security shall be payable to BSNL as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 1.3 The performance security Bond shall be in the form of either DD in favour of AO (Cash), BSNL O/o GM,TD,VISAKHAPATNAM **or** in form of Bank Guarantee issued by a scheduled Bank in India and in the proforma provided in 'Section-7B of this Bid Document.
- The performance security Bond will be discharged by BSNL after completion of the supplier's performance obligations including any warranty obligations under the contract.
- 1.4 The performance security deposit with the BSNL will be considered for adjustment against penalties, any other statutory levies and any loss to BSNL properties, if any reported, at the time of final conclusion of the contract and final settlement of account.
- 1.5 In case it is found that a bidder has submitted a fake/ forged bank instrument towards performance security deposit (say PBG), then, the work order shall be cancelled and tenderer shall be blacklisted from participating in the tenders floated by BSNL for one year.

2. PENALTY—Refer to Section –III Point No.6

3. FORCE MAJEURE

- 3.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against 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 an event 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. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 3.2 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 price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

4. ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.

4.1 In case of default by Bidder(s)/ Vendor(s) such as

- (a) Failure to deliver services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) Equipment does not perform satisfactory in the field in accordance with the specifications

The work order shall be cancelled and tenderer shall be blacklisted from participating in the tenders floated by BSNL for one year.

SECTION –5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

The Special (Commercial) Conditions of Contract (SCC) shall supplement General (Commercial) Conditions of Contract (GCC) as contained in Section 5 Part A and wherever there is a conflict, the provisions herein shall prevail over those in Section 5 Part A i.e. General (Commercial) Conditions of Contract (GCC).

1. **The successful tenderer / contractor shall** submit an Indemnity bond declaration, as per Annexure-I, for indemnifying BSNL against any non-compliance by bidder to any of the applicable statutory requirements, if the work is awarded to them.
2. **Safety of Labour and BSNL property:-**

The **successful tenderer / contractor shall** be solely responsible for payment and compensation under WC Act 1923 as in force from time to time applicable in the event of accident causing injury/death to his workers and PGM/GM/VISAKHAPATNAM SSA shall not be responsible in any manner.

 - 2.1 The contractor shall obtain / purchase all required insurances and make all safety arrangements required for the labourer engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. BSNL shall not be responsible for any mishap, injury, accident or death of the contractor's staff directly or indirectly. All liabilities arising out of accident or death while on duty shall be borne by the contractor. No claims in this regard shall be entertained / accepted by the BSNL.
 - 2.2 The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards / flags and providing barriers etc. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work. Nothing extra shall be paid on this account.
 - 2.3 Contractor shall be fully responsible for any damages caused to BSNL / Government/ private /other operators property / Injuries public at large/ loss of life by him or his Labourer in carrying out the work and the same shall be rectified / compensated by the contractor at his own cost.
 - 2.4 It will be sole responsibility of the contractor that the men deployed for the purpose of maintenance of the external plant with BSNL are to be trained to avoid any mishap, directly or indirectly.
 - 2.5 On account of security considerations or on account of convenience of office staff, there could be some restrictions on the working hours or movement of vehicles for transportation of materials. The contractor shall be bound of follow all such restrictions and just the program for execution accordingly.
 - 2.6 The contractor should carry out the work to the satisfaction of BSNL officer in charge and in the event of his failure the tendering authority reserves the right to offer the contract to any other tenderer or any other agency in case of unsatisfactory work at the cost of the contractor and payment will be settled on prorata Basis.
 - 2.7 The contractor should engage workers with proven integrity to carry out the contract work. He/His worker should vacate premises after the completion of contract work.

Read under stood& complied

Signature of the bidder

- 2.8** The contractor shall be solely responsible for payment and compensation under WC act 1923 as in force from time to time applicable in the event of accident causing injury/death to his workers and PGM SSA shall not involve in any manner.
- 2.9** **No documents, towards compliance of aforesaid requirements, will be required to be submitted by bidder to BSNL paying authority for settlement of their payment invoices but the contractor must comply all requirements as per applicable Law/ Acts etc.**
- 2.10** The decision of PGM SSA on any matter connected to this tender is final &binding on bidder.

Read,understood& complied

Signature of the bidder

SECTION-6

UNDERTAKING & DECLARATION

6(A) - For understanding and agreeing with the terms & condition of Tender & Spec. of work

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions included in the tender documents & offer to execute the work as per tender terms & conditions (without any deviation) and at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/Performance linked Security Deposit/PBG deposited by us will stand forfeited to the BSNL.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender/Bid offer are correct.
2. In case of any correction/ addition/ alteration/ omission of the terms & conditions in the tender document, our tender / bid shall be treated as non-responsive and shall be rejected summarily.
3. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOI/ Purchase/ work order if issued and forfeit the EMD/ Performance linked Security Deposit/ PBG / Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

.....

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

6 (B) – NEAR RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given by the bidder in respect of status of employment of his/ her near relation in BSNL)

The format of the certificate to be given is "I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in **BSNL unit where tender is being submitted** as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me."

Signature of the tenderer
With date and seal

OR

If the bidder has near relatives in the BSNL Unit where tender is being submitted, then they shall submit following details of those officers:

S.No	Name of the near relative	Designation	Employed in office of	Address	Mobile No.

Read, understood & complied
Signature of the bidder

SECTION- 7

PROFORMAS

B) For the Performance Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

Sub: Performance guarantee.

Whereas(hereafter referred to as BSNL) has issued an AWO no. Dated/...../20..... awarding the work of to M/s R/o (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour ofof Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We BankBranch having (Address) and Regd. office address as (Hereinafter called 'the Bank') agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by

reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the B.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL O/o GM,TD,VISAKHAPATNAM" payable at VISAKHAPATNAM
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

7 (C) Letter of Authorization for attending Bid Opening Event.

(To be typed preferably on letter head of the company)

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the tender no. in respect of (Item of work) which is due to open on (date) in the Meeting Room, O/o

We hereby authorize Mr. / Ms.& Mr. / Ms.....(alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....

Signature of the Representative

.....

Signature of Bidder/ Officer authorized to sign on behalf of the Bidder

Name of the Representative

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

- Note**
- 1: Only one representative will be permitted to attend the Bid opening
 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

SECTION- 8

Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:

2. Present Correspondence Address

Telephone No. Mobile No. FAX No.

3. Registered Office

Telephone No. Mobile No.

4. State the Type of Firm: Sole proprietor-ship/partnership firm / Private limited company (Tick the correct choice)

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

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			
4.			
5.			

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

.....

7.A Permanent Account No. :

7.B GST Registration No(s).....

8. Details of the Bidder's Bank for effecting e-payments:

(a) Beneficiary Bank Name:.....

(b) Beneficiary branch Name:.....

(c) IFSC code of beneficiary Branch.....

(d) Beneficiary account No.:.....

(e) Branch Serial No. (MICR No.):.....

9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi? If so

state its Address

.....
.....

B) Questionnaire

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

1.1 If Yes, Give details

.....
.....

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

2.1 If Yes, Give details

.....
.....

3. Suggestion for improvement of the tender document.

.....
.....
.....

Place.....

Signature of contractor

Date

Name of Contractor

SECTION-9 Part-A

BID FORM

To

**The Asst. General Manager (NWP-CFA)
O/o General Manager
Telecom Doistrict. BSNL
Visakhapatnam- 530 020**

Bidder's Reference No:.....Dated....

Ref: Your Tender Enquiry No. dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/corrigenda / addenda Nos. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of **120days** from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ **10%** of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase/ Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 2021

Signature

Witness

Name

Signature.....

In the capacity of

Name

Duly authorized to sign the bid for and on

Address

behalf of

SECTION 9 PART-B

Financial Schedule:

Tender No: Tender for Transportation of NGN (Next Generation Network) LMG Telecom Equipment after Dismantling, Safe Packing, Loading from Rajamaundry, Chittore, Srikakulam, Nellore, Vijayawada, Anantapur, Eluru and Visakhapatnam BSNL Telephone exchanges to BSNL VISAKHAPATNAM Urban and Unloading, Installation and Testing.

Item Description	Quote+ / - % age of the Estimated Value (in figures)	Quote+ / -% w r t Estimated Value (in words)
Dismantling, Transportation and Installation of NGN Telecom Equipment (as per Annexure-I)		

ANNEXURE – 1

Proposed shifting of UT-LMGs and Line cards between sites

S. No	From SSA	From Location	LMG	LMG ID	FXS 96	FXS 64	ADS L 64	To Location in Visakhapatnam Urban
1	Visakhapatnam	Pendurthy	1024P	LMG1	4		6	AKKAYAPALEM
2	Rajahmundry	JAGANNAICKPUR	512P	LMG2	0	8	0	ARILOVA
3	Chittoor	TUDA	2048P	LMG3	13	0	11	CRR NAGAR
4	Srikakulam	Srikakulam OCB	2048P	LMG2	14	1	8	DABAGARDENS
5	Nellore	KOVUR	256P	LMG2	0	4	0	
6	Vijayawada	CTX	1024P	LMG5	7	2	1	GOPALAPATNAM
7	Rajahmundry	THIMMAPURAM	256P	LMG2	0	3	1	
8	Chittoor	Korlagunta	1024P	LMG3	6		6	INDUSTRIAL EST
9	Chittoor	TTD	1024P	LMG3	5		7	INDUSTRIAL EST
10	Visakhapatnam	Pedagantyada	1024P	LMG2	5		7	KIRLAMPUDI
11	Elur	Ind Estate	1024P	LMG2	5		5	LALITHA NAGAR
12	Anantapur	Housing Board	1024P	LMG2	7		5	MADHAVADHARA
13	Vijayawada	GOVERNERPET	512P	LMG3	0	8	0	MADHAVADHARA
14	Chittoor	padmavathipuram	1024P	LMG2	5	1	6	
15	Vijayawada	THOTLAVALLURU	256P	LMG2	0	3	0	
16	Anantapur	VTB	1024P	LMG4	8		4	MVP NEW
17	Nellore	NAWABPETA	256P	LMG2	0	4	0	MVP NEW
18	Vijayawada	CTX	1024P	LMG4	10	1	2	M V P COLONY
19	Eluru	Edward Tank	512P	LMG2	0	4	4	M V P COLONY
20	Nellore	BATWADIPALEM	256P	LMG3	0	2	0	
21	Nellore	NELLORE	2048P	LMG2	18	0	6	PANDURANGAPURAM
22	Rajahmundry	KAKINADA	2048P	LMG4	20	0	4	SITAMMADHARA
23	Anantapur	Georgepet	1024P	MG2	7		5	SITAMMADHARA
24	Rajahmundry	VENKATNAGAR	512P	LMG2	0	8	0	
25	Chittoor	Tirupati main	2048P	LMG2	16	0	8	VELAMPETA
26	Visakhapatnam	Mindi	2048P	LMG2	15	0	9	VELAMPETA

Note: For S.No.5,7,14,15,20 and 24 Only Equipment is to be transported to Visakhapatnam SSA. (Location will be notified in the work Order).

Annexure-2

List of the Spare Material for diversion to VSK BA			
S.No	Name of the SSA	Material Description	Quantity
1	Anantapur	Jumper Wire	15000 Mtrs.
2	Eluru	Jumper Wire	10000 Mtrs.
3	Nellore	128 Pr. Switch Board Cable	1400 Mtrs.

ANNEXURE-3

Mandate Form for payment through ECS / RTGS / NEFT

BANK DETAILS

1	Tenderer Name	
2	Name of the city	
3	Account Name	
4	Type of Account	
5	Bankers Name	
6	Bank Account number	
7	Branch Address	
8	Branch Name	
9	Branch phone no.	
10	MICR code	
11	IFSC code	
12	Supplier phone number	
13	Supplier email ID	
14	Pan number	
15	TIN number	

ANNEXURE-4

Black List Declaration Certificate

TAKING PART IN GOVT.TENDERS BY DOT/ BSNL /GOVT.DEPARTMENTS /PSUs (TO BE EXECUTED & ATTESTED BY NOTARY PUBLIC/EXECUTIVE MAGISTRATE ON Rs.100/- ON NON-JUDICIAL STAMP PAPER BY THE TENDERER)

I/WE _____ PROPRIETOR
/PARTNER(S) HEREBY DECLARE THAT THE FIRM/COMPANY NAMELY
M/s _____
_____ HAS NOT BEEN BLACK-LISTED OR DEBARRED IN THE PAST
BY DOT/BSNL /ANY OTHER GOVERNMENT OR SEMI-GOVERNMENT ORGANIZATION FROM
TAKING PART IN GOVERNMENT TENDERS.

*WAS BLACK-LISTED OR DEBARRED BY DOT/BSNL/GOVT.DEPT /PSU FROM TAKING PART
IN GOVERNMENT TENDERS FOR A PERIOD OF _____ YEARS
W.E.F. _____. THE PERIOD IS OVER ON _____ AND NOW
THE FIRM/COMPANY IS ENTITLED TO TAKE PART IN GOVERNMENT TENDERS.

INCASE THE ABOVE INFORMATION IS FOUND FALSE AT ANY TIME, I/WE ARE FULLY
AWARE THAT THE TENDER / CONTRACT WILL BE REJECTED /CANCELLED BY GENERAL
MANAGER, TELECOM DISTRICT, VISAKHAPATNAM AND EMD /SD SHALL BE FORFEITED

IN ADDITION TO THE ABOVE AND THE GENERAL MANAGER, TELECOM DISTRICT,
VISAKHAPATNAM WILL NOT BE RESPONSIBLE TO PAY THE BILLS FOR ANY
COMPLETED/PARTIALLY COMPLETED WORK.

SIGNATURE:

SEAL OF THE FIRM:

CAPACITY IN WHICH SIGNED:

NAME & ADDRESS OF THE FIRM: