E-Tender for Designing, Printing, Supply and Installation of Flexes on Hoardings, Flex Banners, Sign Boards Printing of Pamphlets, and other marketing materials in Solan SSA



BHARAT SANCHAR NIGAM LIMITED O/o GENERAL MANAGER TELECOM DISTRICT SOLAN



NOTICE INVITING E-TENDER

No. GMTD/SOLAN/TENDER/Sales & Marketing/2018-19/3 Dated at Solan the 05 -07-2018

Digitally Sealed tenders are invited by GMTD, Solan on behalf of **Bharat Sanchar Nigam Limited** in prescribed tender forms. The Eligible bidders for Designing, Printing, Supply and installation of Flexes on Hoardings, Flex Banners, Sign Boards, Printing of Pamphlets, and other marketing materials in Solan SSA.

Docum	AREA/ZONE Solan SSA bility of tender ent Online on e- endering portal	Estimated Cost of the Tender(Rs) 1000000/- Deadline for Submission of Physical Envelope to AGM (EB & Sales) O/o GMTD, SOlan and e-Bids Online on e-tendering Portal	EMD (Rs) 25000/- Date & Time of opening of Physical Envelope	Date of Qualifying Bid	Tender cost (Rs) 590/- of Opening of Bids Online Financial Bid
From 13-	07-2018 Onwards	Up to 11:00 hrs of 07-08-2018	At 11:15 hrs on 07-08-2018	At 11:30 hrs on 07- 08-2018	To be notified later

For more details, please log on to web-site:

(1)w.w.w.tenderwizard.com/BSNL

(2)w.w.w.hp.bsnl.co.in

AGM (EB & Sales) <u>O/o GMTD, Solan</u> 01792-227172



OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT, Solan-173211

No. GMTD/SOLAN/TENDER/Sales & Marketing/2018-19/3 Dated at Solan the 05 -07-2018

Notice Inviting E-Tender

Section -I

Digitally Sealed tenders are invited by GMTD, Solan on behalf of Bharat Sanchar Nigam Limited in prescribed tender forms from the Eligible bidders for Printing, Supply and installation of Flexes on Hoardings, Flex Banners, Printing of Pamphlets, and other marketing materials in Solan SSA

S.NO	Name of work	Estimated	Bid Security/	Tender Form Cost in Rs
		Cost in Rs	EMD in Rs	
1	Designing, Printing, Supply and	1000000/-	25000/-	590/-
	installation of Flexes on Hoardings, Flex Banners, Sign			
	Boards, Printing of Pamphlets, and other marketing			
	Materials in Solan SSA			

The Bidder should meet the following eligibility criteria:

- 1. Eligibility of Bidder: Experience of having successfully completed similar works in BSNL/MTNL/DOT/any other Central /State Government/ PSUs /Private Companies during last 7 years ending last day of month previous to the one in which applications are invited should either of following:
 - **a.** Three similar completed works costing not less than the amount equal to 40% of estimated cost.

b. Two similar completed works costing not less than the amount equal to 50% of estimated cost.

c. One similar completed works costing not less than the amount equal to 80% of estimated cost. Experience certificates shall be duly attested and issued from an authority not below the rank of AGM/DET or equivalent officer.

(Details of Documents to be submitted along with technical bid are mentioned in the clause 1.1 & 1.2 section-III of bid document)

Availability of tender Document Online on e- Bid tendering portal	Deadline for Submission of Physical Envelope to AGM (EB & Sales) O/o GMTD, SOlan and e-	Date & Time of opening of Physical Envelope	Date of Opening of Bids Online		
	Bids Online on e- tendering Portal		Qualifying Bid	Financial Bid	
From 13-07-2018 Onwards	Up to 11:00 hrs of 07-08- 2018	At 11:15 hrs on 07-08- 2018	At 11:30 hrs on 07-08- 2018	To be notified later	

Terms and Conditions:-

NOTICE INVITING TENDER

Important Instruction to Bidders Regarding Online Tendering (E-Tendering)

Bidder is required to have class 3 digital signature certificate (DSC).

Every bidder has to get himself registered on www.tenderwizard.com/BSNL. He has to pay online registration charges depending on his category to M/s ITI Limited (tenderwizard.com) while having registration. The payment will be made online.

For Registration: open website www.tenderwizard.com/BSNL >> Register Me >> Read Instruction Carefully >> Fill Form >> Upload Credential Documents >> Make Registration Charges Payment >> Save Acknowledgement >> Send request Letter on your letter pad (scanned copy) along with the documents you uploaded while having registration through email to twhelpdesk680@gmail.com to activate your User Id.

After sending of request letter and other documents by you, your user id will be activated within one working day and you will be intimated through email. After activation of your user id you will be able to login.

To request for tender documents and participate in tender, bidder has to request/apply online through www.tenderwizard.com/BSNL.

For any help, please contact on 011-49424365 or 0172-3953753. A user manual for vendor (bidder) is also available. (Home page >>Click to view latest circulars / Formats / Manuals >> General >> Vendor Manual_New Version >> Vendor_Detailed_HELP_MANUAL_BSNL.)

Bidder has to pay online registration fees to ITI Limited as prescribed at www.tenderwizard.com/BSNLfor getting registered for e-tendering. Other than that bidder has to pay processing fees as applicable for each tender depending on the estimated cost of the tender which can be viewed online on www.tenderwizard.com/BSNL.

All amounts paid by bidders except EMD are non refundable.

The bid can only be submitted after uploading mandatory documents like Demand draft or for **bid** document cost and EMD.

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 Solan payable at Solan should be submitted to AGM(EB & Sales) O/o GMTD- Solan as mentioned in Tender document. However, MSE bidders can claim for the exemption of cost of tender document & EMD while bidding on the e-tendering portal.

AGM (EB & Sales) O/o G.M.T.D. Solan Tel No-0179227172

SECTION- II INSTRUCTIONS, TERMS & CONDITIONS OF THE TENDER

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 in original in a sealed envelope addressed to the AGM (EB & Sales) O/o GMTD, Solan (H.P.) 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/SOLAN/TENDER/Sales & Marketing/2018-19/3 dated 05-07- "E Tender for Supply of Marketing Material in Solan SSA"	2018
To	
AGM (EB & Sales)	
O/o GMTD Solan	
From-	
•••••	

- a) Original Demand Draft (DD)— drawn in favor of **Account Officer (Cash), O/o GMTD Solan** payable at Solan 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.
- b) Original Demand Draft (DD)— drawn in favor of Account Officer (Cash), O/o GMTD, Solan, payable at Solan, 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.
- c) 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(Sale & Marketing) O/o GMTD ,Solan 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.
- d) Declaration regarding no close relative working in BSNL on stamp paper. As per Annexure-II.

OTHER DOCUMENTS REQUIRED AS PER CLAUSE 1.1 OF SECTION III.

Note: Please note that the receipt of above documents along with documents mentioned in clause 1.1 of section III 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.

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-

"Qualifying Bid" folder – The scanned documents in electronic form as per clause 1.2 of Section III must be uploaded in this folder.

"Financial Bid" folder- Scanned copy of the rates duly quoted in the prescribed format as given in Financial Bid document.

The tenders, which are not submitted as per above mentioned procedure will be summarily rejected.

Clarification of Bid Documents.

A prospective bidder, requiring any clarification/query on the Bid document shall notify the AGM (EB & Sales) O/o GMTD, Solan in writing by FAX or by Email as indicated in the invitation of Bid document. AGM (EB & Sales) O/o GMTD, Solan shall respond in writing to any request for the clarifications of the Bid document, which it receives 10 days prior to the date of opening of the tender.

Section III

THE LIST OF THE DOCUMENTS TO BE SUBMITTED

1 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.

1.1. Offline submission

The bidder shall submit the following documents offline as mentioned clause 1.2 in Physical form to AGM(EB & Sales) O/o GMTD, BSNL Solan-173211(H.P.) 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).

1.2 Online submission:

A. <u>List of Documents to be uploaded in the "Technical Bid Folder" on e-tendering portal</u> DOCUMENTS ESTABLISHING BIDDERS ELIGIBILITY AND QUALIFICATIONS:

- **1.**Scanned copy of Original receipt of Earnest Money deposited with A.O. (Cash) or Crossed Demand Draft in favour of A.O. (Cash), BSNL o/o GMTD, Solan or NSIC certificate
- 2. Scanned copy of Cost of bid document in the form of D.D. in case of downloaded documents or NSIC certificate.
- 3. Complete Tender document should be duly filled in & signed.
- 4. Experience Certificate as per NIT document.
- 4. Copy of Memorandum of Article /Partnership deed/Proof for Sole Proprietorship (whichever is applicable)
- 6. Power of attorney in original (if applicable)
- 7. Declaration regarding no near relative working in BSNL/DOT as per Anexure -II.
- 8. Questionnaire at Annexure –I duly filled & signed.
- 9. Original Tender document with each page signed.
- 10. Copy of PAN Card.
- 11. Copy of GST No.

Note:-

All the documentary evidences must be self attested.

Unattested copies of documentary evidence shall not be treated as valid.

Experience should be in the form of experience certificate. Submission of P.O/Work orders will not be considered as valid

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

Scanned copy of the duly filled rates, signed and stamped in the Financial Bid as specified.

Section IV

Special instructions to the bidders

1. **Definitions**:

- a) The purchaser means GMTD BSNL Solan
- 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 finalised & 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 Solan.
- k) Solan SSA comprises of revenue Distt. Solan and Sirmaur of H.P. State.

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:

- 3.1The 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 Solan) 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.
- 6.4 The rates quoted by the tenderer must be reasonable & logical. The tender can be rejected on the basis of unreasonable & illogical rates.

4. Bid Security (EMD):

- 4.1 The bidder shall furnish, as part of his bid, bid security (EMD) for an amounts as given in Notice Inviting Tender (NIT).
- 4.2. The bid security (EMD) is required to protect the Purchaser's interests against the risk of bidder's conduct, which would warrant forfeiture of the bid security.

- 4.3. The Earnest Money should be paid through Demand Draft drawn in the favour of the A.O. (Cash), BSNL O/o GMTD Solan payable at Solan No other mode of payment of Earnest Money is acceptable.
- 4.4. The amount deposited as bid security or performance security (i.e. EMD or SD) shall carry no interest for the entire period during which it remains with BSNL
- 4.5. The bid security of the unsuccessful bidders(s) shall be refunded only after the successful completion of process & finalization of tender.
- 4.6 The bid security of the successful bidder(s) will be converted into security deposited
- 4.7 The bid security shall be forfeited:-
- a) If the bidder withdraws his bid during the period of bid validity; or
- b) In the case of a successful bidder, if the bidder fails to sign the contract and /or fails to furnish performance guarantee (S.D.) in accordance to the relevant clauses of the documents(s) within **ten days** from the date of issue of intent letter otherwise EMD will be forfeited. However GMTD may increase this period in deserving cases.
- 4.8 A bid not secured in accordance to para 4.1 and 4.3 shall be summarily rejected as a nonresponsive bid.

5. Period of validity of bids:

- **5.1** The bid shall remain valid for 180 days after the date of opening of bid(s).
- **5.2** In exceptional circumstances, the Purchaser may seek the bidders consent for extension of the period of validity of bids. The request & the responses thereto shall be made in writing. The bid security provided, as per clause 7 shall be suitably extended. A bidder shall however, has the right to refuse for an extension without any risk to his bid security. A bidder conceding to the request for extension of time shall, however, not be permitted to modify his bid.

6 Signing of Bid:

- **6.1** Tenderer will be required to produce attested copy of GST.
- **6.2** Individuals signing the bid or the other connected with the contract shall indicate their full name below their signatures & should be stamped.
- **6.3** A person signing the bid form or any documents forming the part of the contract on behalf of another person shall be deemed to be having authority to sign the documents. If however, found to be otherwise the BSNL Solan may, without prejudice to other civil & criminal remedies, cancel the contract at the risk & cost of such person & hold him liable for all costs & damages arising from the cancellation of the contract including any loss which the BSNL Solan may suffer on account of execution of contract/intended contract.

6.4. All pages of tender document bid, shall be signed by the person or the persons signing the bid along with seal/stamp of the firm.

- **6.5** The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections are to be made, the entry should be clearly scored out by a single line and encircled and fresh entry should be made. All such corrections should be authenticated under the full signature of the person signing the tender. Any tender, which does not comply with this requirement, shall be rejected. All conditional or incomplete tenders will be rejected.
- **6.6** The tender form should be filled legibly in blue ink in English or Hindi only.

7. 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

8. 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).

9. Evaluation:

- **9.1** To determine clause by clause compliance, the bids shall be evaluated in respect to the
- substantive responsiveness or otherwise. Thereafter the evaluation shall be done for the substantively responsive bids only.
- **9.2** A substantively responsive bid is one that conforms to all the terms and conditions of the Tender Documents without material deviations. The bid's responsiveness shall be based on the contents of the bid itself without recourse to any extrinsic material.
- **9.3** A bid determined as substantively non-responsive shall be rejected. The bidder(s) shall not be permitted to make corrections after opening time of bid to make such bid(s) substantively responsive.
- **9.4** The purchaser is not bound to accept the lowest or any Tender and reserves to himself the right to accept the whole or any part of the tender and of allotting the quantities offered. The bidders shall supply the quantities as decided by the purchaser at the approved rates.
- **9.5** The purchaser may waive minor non-conformance or irregularity(s) in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of the bid(s).

10. Commercial Evaluation of Substantively Responsive Bids:

- **10.1** The bids previously determined to be substantively responsive, shall only be evaluated
- commercially and compared in detail.
- **10.2** The ranking shall be based on the prices of goods offered inclusive of all taxes, freight and insurance etc, if any.
- 10.3 The evaluation and comparison of responsive bids shall be on the L-1 rates (lowest)

quoted in Financial Bid as a whole. (Mentioned in Financial bid as a "Grand Total")

11. Right to Vary the Quantities and Cost:

- **11.1** The purchaser reserves 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.
- **11.2** GMTD Solan has reserved the right to increase the approved cost of tender by 25% and decrease up to any extent without assigning any reason..
- **11.3** The vendor shall regulate the delivery of ordered goods/ services as per written instructions from the purchaser.

12. Right to Accept/Reject any or all Bids:

The Purchaser is not bound to accept the lowest or any other bid and reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the award of the contract without assigning any reason(s), whatsoever and without thereby incurring any liability towards the affected bidder(s) on this ground.

13. Letter Of Acceptance LOA/ Letter of Intent (LOI):

- **13.1** Before the expiry of the validity of bid, the Purchaser shall notify the successful bidder(s), in writing by registered letter or by FAX / by hand delivery, about the acceptance of the successful bid(s).
- **13.2** The bidder shall, within **10 days** from of the date of issue of LOI, shall furnish performance security/ Security Deposit in conformity with the bid documents & execute the agreement in the same time frame **otherwise his EMD/SD will be forfeited**. However GMTD may increase this period in deserving cases.
- 13.3 Failure to comply with the requirement as above shall constitute sufficient ground for the annulment of the acceptance of the bid and forfeiture of the bid security, in which event, the Purchaser shall be free to place orders on any other bidder(s) or call for fresh bids.

- **13.4** The bid security of the successful bidder(s) will be converted into security deposit without any interest
- **13.5** The contractor may be debarred from participating in the present tender / all the future tenders of BSNL. Solan SSA in the event of:
 - i) Failure of successful Tenderer to pay the security deposit & or enter into the prescribed agreement, for any earlier / present tender of BSNL.
 - ii) Breach of any terms & conditions of any contract with BSNL.

14. Award of Contract & Issue of Purchase Order:

14.1 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.

- **14.2** 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.
- **14.3** The Supply Order/ Purchase Order / Work order shall be placed in single or different lots by the purchaser during the contract period.
- **14.4** Design may change after each purchase order.

15. Extension of contract period.

The contract shall normally be for **one year** but purchaser reserves the right to extend the

contract period by 6 months beyond the period specified in the letter of acceptance (tender), on the same rates and other terms & conditions. However, further extension beyond 6 months, if necessary, will be on mutually agreed terms and conditions.

16. Right to Cancel the Contract.

- **16.1**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.
- **16.2** 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 of a "Government servant".
- **16.3** It is binding on every bidder to give declaration along with the tender in the prescribed

Performa as per Annexure –II.

Definitions: - In these rules, unless the context otherwise requires –

- (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 not withstanding 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
 - (i) 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;
 - (ii) 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;

- (iii) 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.
- 17. Every successful bidder shall also execute an agreement with the purchaser i.e. BSNL on a non judicial stamp paper as per the Performa at Annexure III (The cost of stamp paper to be borne by tenderer). AGM (EB & Sales) O/o GMTD, Solan sign the contract on behalf of BSNL & he shall represent the BSNL with reference to contract.

18. Payment:

- i) Payment will be made as specified.
- ii) No payment shall be made for goods that are rejected on inspection/testing.

19. 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.

20. Sub-Contracts:

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

21. Force Majure:

21.1 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 Solan as to whether an event justify invocation of force majeur shall be final & conclusive.

30.2 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.

22. Terminations for Default.

- **22.1** 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:
 - i) 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.

- ii) If the supplier fails to perform any other obligation(s) under the contract; and
- iii) If the supplier, does not remedy his failure(s) within a period of specified by purchaser, after the receipt of the default notice.
- 22.2 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.

 22.3 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.

23. 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.

24. Arbitration

In the event of any question, dispute or difference arising under this agreement or in connection there with (except as to matters the decision of which is specifically provided under this agreement) the same shall be referred to sole arbitration of the CGMT H.P. Circle Shimla or in case his designation is changed or office abolished, then in such case to the sole arbitration of the officer entrusted with the function of head of BSNL HP Circle Shimla by whatever designation such officer may be called (here in after referred to as the said officer) and if the CGMT or the said officer is unable or unwilling to act, as such to the sole arbitration of some other person appointed by the CGMT or the said officer. There will be no objection to any such appointment that the arbitrator is BSNL Officer, he has to deal with the matter to which the agreement relates or that in the course of his duties as Government/Public servant he has expressed views, on all or any of the matters 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 matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, such CGMT or the said officer shall appoint another person to act as arbitrator in accordance with the terms of the agreement and the person so appointed shall be entitled to proceed with reference from the stage at which it was left out by his predecessors.

The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. Subject to the aforesaid The Arbitration and Reconciliation Act, 1996 and the rules made there under, any modification thereof for time being in force, shall be deemed to apply to the arbitration proceedings under this clause.

The venue of the arbitration proceedings shall be decided by the arbitrator.

Upon every & any reference as aforesaid the assessment of costs of incidental expenses in the proceeding for the award shall be in the jurisdiction of the arbitrator.

25. Subject Laws & Jurisdiction:

- **25.1** The contract shall be governed by Indian Laws & the Courts at Solan will have jurisdiction to entertain any dispute(s) or claim(s) arising out of such dispute(s).
- **25.2** The supply order/ purchase order/ work order shall, when issued to the successful bidder, constitute the part of contract.

26. Set Off:

Any sum of money due & payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or BSNL & set off the same against any claim of the purchaser or BSNL arising out of this contract or under any contract made by the contractor with the purchaser and/or BSNL.

27 Performance Security (Security Deposit):

- **27.1** Security of amount equal to the 10% of the Contractual value (Approved cost of the tender) will have to be deposited by the successful bidder in Cash/ Demand Draft/Performance Bank Guarantee in favour of A.O. (Cash) BSNL O/O GMTD, Solan within **ten days** from the date of issue of letter in writing about award of work. Earnest Money Deposit of successful tenderer will be adjusted to towards Security Deposit. The successful Tenderer will also have to execute an agreement on stamp paper in the same time limit. In case if, the total cost of work exceeds the tender cost, additional security @ 10% will be deducted from each bill of the contractor.
- **27.2** The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the suppliers failure to complete its obligations under the contract.
- **27.3** The performance security shall be in the form of cash/DD/PBG issued by a Schedule/Nationalized Bank in favour of AO (cash) BSNL o/o GMTD Solan.
- **27.4** The performance security shall be discharged by the Purchaser six months after completion of the supplier's performance obligations, including warranty obligations, if any, under the contract after getting No dues certificate from all consignees.
- **27.5** Earnest money deposited /security deposit will carry no interest for whatsoever it remain with the BSNL Solan
- **27.6** In case of breach of any tender condition, delay or non-performance of work or supplies, poor quality of work or material, BSNL may take all or any of the following actions:
 - i) Forfeiture of EMD,
 - ii) Forfeiture of SD,
 - iii) Cancellation of contract,
 - iv) Barring in participation of all future tenders of BSNL/MTNL/DOT for a period of 3 years or more.

Section - V GENERAL CONDITIONS OF CONTRACT

1. Incidental Services (Wherever Required)

- 1.1 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.
- 1.2 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.

2. Warranty:

- 2.1 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.
- 2.2 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.
- **2.3** 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.

3. Delays In The Supplier's Performance:

- **3.1** Goods/services under the contract shall be provided strictly in accordance with the delivery schedule specified in the supply order/ purchase order/ work order.
- **3.2** 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.
- **3.3** If at any time during performance of the contract, the supplier should encounter conditions impending 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.
- **3.4** 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 – VI SPECIAL CONDITIONS

- 1. P.O placing authority: AGM (EB & Sales) O/o GMTD, BSNL, Solan
- 2. Paying authority: Accounts officer (Cash) BSNL O/o GMTD, Solan
- 3. Delivery period: As decided by the purchaser in the purchase order.
- 4. Consignee: As mentioned in the P.O.
- 5. Ultimate consignee: : The actual Ultimate consignee will be mentioned in the PO and that is final
- 6. Tender period: One year from the date of acceptance.

7. Payment Terms

- I) Payment shall be made on receipt of material in good condition, Bills in triplicate, with delivery challan acknowledged by consignee, should be enclosed with the bill after dully verified from JE/JTO/SDE/AGM of marketing section.
- II) The GMTD Solan reserve the right to increase/ decrease the size of Sign boards and payment in this case will be made on **prorata** basis

1) Liquidity Damages:

- a) The date of delivery of the goods stipulated in the acceptance of tender shall be the essence of the contract & delivery shall be completed not later than the dates specified therein.
- b) No extension shall normally be given except in exceptional circumstances.
- c) If the supplier(s) attempt to deliver the goods after the expiry of the delivery period the consignee shall be at liberty in not accepting delivery.
- d) Should however, the deliveries be made after the expiry of the specified delivery period, without the prior concurrence of the purchaser, & also be accepted by the consignee, such deliveries will not deprive the purchaser of its right to cancel the same & ask the supplier to take back the goods or recover liquidated damages as provided under clause2(f) below.
- e) A grace period of max. 21 days from the original date of delivery may be granted for completing delivery, provided the goods are offered for inspection in time (if applicable & mentioned in Purchase Order). The material should be dispatched before expiry of original delivery period. The provisions of clause 1(f) shall not be applied during the grace period.
- f) If the supplier fails to deliver the goods or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 1 % of the value of the delayed supply for each week of delay or part thereof, subject to a maximum of 10% of the value of the delayed supply, provided that delayed goods do not in any way adversely affect the commissioning schedule. Where the delayed goods affect the installation & commissioning of the system, liquidated damages (not as a penalty) shall be levied as above on the total value of the contract.

2) Penalty Clause:

- i) Contractor has to ensure specified quality. Contractor has to get the sample tested before commencement of work.
- ii) Before giving delivery, tenderer shall offer a sample for sample testing by AGM(EB & Sales) /SDO/ JTO(EB & Sales). Only accepted lot shall be delivered by the tenderer to the concerned unit / consignee. However if the lot is not found up to the specification at any stage, the whole lot will be rejected and no payment will be given.

Section-VII FOR TENDER FORM

From:	FOR TENDER FORM
	THE GMTD BSNL, Solan
Flex	Tender for Designing, Printing, Supplying and installation of Flexes on Hoardings, ners, Glow Sign Boards, Pamphlets and other marketing materials in Solan SSA
With 05-07 docu docu	reference to your tender Notice No. GMTD/Solan/TENDER/Sale& Marketing/18-19/3 Dated at Solan the 7-2018 calling for tender on the above subject. I have read & understood the tender ment thoroughly & agree to all the terms & conditions. I / We hereby offer my / our bid as per ments submitted & conditions as mentioned in the tender document and the rates specified the schedule enclosed. Should this tender be accepted either fully or in parts, I / We hereby agree to abide by and fulfill
all th	e terms and conditions of the contract hereafter as applicable, or in default thereof forfeit to and pay
to the	e BSNL or his successors in office, the sum of money mentioned in the said conditions without
preju	dice. The sum of Rs (In words rupees)
is en	aclosed by DD. towards Earnest money and DD No/ ACG -67 No dated
	I/We also agree to pay Security Deposit as and when called for within 10 days.
	I/We hereby certify/verify that all the documents/certificates including experience/performance
certif	ficate submitted by me/us are correct and genuine. If any document/certificates submitted by me/us
are f	found to be false/fabricated/tempered/manipulated at any stage during bid evaluation or award
of co	entract then bid security (EMBG) of mine/ours may be forfeited and disqualified from the tender.
	If, I/We fail to carry out the work according to the specification given in the schedule, the entire
mone	ey (Earnest and security deposit) may be forfeited without prejudice to any other right or remedies
of the	e BSNL, Solan or his successors in the office.
	Yours faithfully
Place Date	
Witne	ess Name Address
	Signature Full Address

ANNEXURE - II CERTIFICATE REGARDING NON-RELATIVE WORKING IN DOT/BSNL

- 1. The tenderer or his staff shall not be a working officer/official of the DOT / BSNL. The near relatives of all BSNL, employees (non-executive employees working in Solan SSA (name of unit) & executive employees (also called Group-A & Group-B officers) working in Himachal Pradesh Telecom Circle (name of unit) 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).
- 2.The tenderer (s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL/DOT as defined above. 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 will also be debarred for further participation in the concerned unit.

CERTIFICATE

A. Certified that none of my/our near rela	ative/rela	atives is/	are wo	orking	any	where in	DOT/BS	SNL.	
B .The format of certificate is "									
I/we			S/e	O					
r/o	hereby	certify	that	none	of	my/our	relative	(s)	as
defined above is/are employed in DOT/BSI	NL unit a	as per de	tails g	iven at	ove.	In case	at any sta	age, i	t is
found that the information given by me/us i	is false/ i	ncorrect,	BSNI	L shall	have	the abso	olute righ	t to t	ake
any									
action as deemed fit/without any prior intim	ation to r	ne/us''							

SIGNATURE OF TENDERER WITH SEAL

DATE

ANNEXURE - III

PROFORMA FOR AGREEMENT OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT, SOLAN

	GMTD, BSNL, SOLAN party on the first part & M/S
	Address (hereinafter
called as the contractor) party on the sec	ond part.
The period of contract will be 12 month	ns with effect from In case the tender is further extended as per
the terms & condition of the tender, the	contract shall remain valid till the expiry of the extended period
of the tender on the same terms & condi-	ions.
This contract is entered into by the I	SSNL with the contractor for (Name of work):
The scope, terms & conditions/specifica & those modified by the BSNL from time	tion etc. of this contract will be as per original tender document e to time.
I assure that I shall undertake the said we	ork as per the terms & conditions of contract during the tenure
of the contract.	
Witnesses-	Party on the first part
1. Signature Name & Address	Assistant General Manager (EB & Sales) BSNL SOLAN
2. Signature Name & Address	Party on the second part
	Name, Address & Signature of the Contractor with seal of the company

ANNEXURE - IV

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:- Flex Banners:-

- 1) Quantity:- 3500 Sq. feet, Banners of variant sizes.
- 2) Specification of flex: Flex must be of LG/ Star/ Indus star/Euro or of equivalent make
- 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) Fitting/hanging arrangements: Flex banner for hoardings need to be installed/fix at the location of Hoarding within Solan SSA
- 5) Point of Delivery: In case of flex banner except flex for hoardings should be delivered at office of DE (O/D) Solan, DE(O/D) Nalagarh and DE(O/D)Nahan as per allotment from GMTD office BSNL Solan.

Item No. 2:- Flex with Iron Frame:-

- 1) Quantity:- 1025 Sq. feet, of variant dimensions.
- 2) Specification of flex: Flex must be of LG/ Star/ Indus star/Euro or of equivalent make 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 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.
- 6) Point of Delivery: Flex banner with iron frame need to be installed/fix at the location decided by BSNL within Solan SSA.

Item No. 3:- Sign Board (Double Sided):-

- 1) Quantity:- 450 Sign Boards.
- 2) Size of the board: 15 inch (Length) x 15 inch (width) x 5 mm (thickness)
- 3) Specification of Printing: Both Sides water proof multi-color direct printing using UV resistant ink with a resolution of 100 dpi. Printing material used in manufacturing should be such that the outdoor life of the board life of the board should be at least three years.
- 4) Material: Sun board
- 5) Fixing/Mounting: The material for clamp / flange for mounting board should be ABS/ injection grade plastic (Black color), having suitable strength, holes at top/bottom. The material of Nut & Bolts should be rust proof.
- 6) Point of Delivery: Sign board need to be installed/fix at the location decided by BSNL within Solan SSA.

Item No. 4:- Wall Painting:-

- 1) Quantity:- 7000Sqft
- 2) Specification of Wall Painting: Multicolour painting with only Branded Paint like NEROLAC, ASIAN BURGER must be used
- 3) Point of Delivery: At any location desired by BSNL in Solan SSA.

Item No. 5:- Multi- Coloured Pamphlets:-

- 1) Quantity:- 24000 Nos.
- 2) Specification of Paper Quality: Art Paper, 14" x 19.5" size 90 GSM paper must be used with fixing of Tape on Top and Bottom of Back Side of Poster.
- 3) Specification of Printing:- Multicolour printing
- 4) Point of Delivery: Items should be delivered at at office of DE (O/D) Solan, DE(O/D) Nalagarh and DE(O/D)Nahan as per allotment from GMTD office BSNL Solan.

Item No. 6:- Single Colour Pamphlets:-

- 1) Quantity:- 50000Nos.
- 2) Specification of Paper Quality: Colour Paper, 1/8 size of 18"x 22" 50 GSM paper must be used
- 3) Specification of Printing: Single colour printing
- 4) Point of Delivery: Items should be delivered at office of DE (O/D) Solan, DE(O/D) Nalagarh and DE(O/D)Nahan as per allotment from GMTD office BSNL Solan.

Item No. 7:- Colour Tape:-

- 1) Quantity: 14000Mtrs.
- 2) Specification: 2inches wide Instant adhesion with excellent holding power, High quality and reliability.
- 3) Point of Delivery: Items should be delivered at at office of DE (O/D) Solan, DE(O/D) Nalagarh and DE(O/D)Nahan as per allotment from GMTD office BSNL Solan.

Item No. 8:- Umbrellas Carrying BSNL Logos

- 1) Quantity:- 100 no
- 2) Specification: Umbrella with Two Colour Printing and logo of "BSNL", size 6' diameter and 8'height with tripod stand
- 3) Point of Delivery: Items should be delivered at at office of DE (O/D) Solan, DE(O/D) Nalagarh and DE(O/D)Nahan as per allotment from GMTD office BSNL Solan.

Item No.9:- Pillar & Cabinet Painting:-

- 1) Quantity:- 4000 Sqft
- 2) Specification of Painting: Multicolour printing with only Branded Paint like NEROLAC, ASIAN BURGER must be used
- 3) Point of Delivery: At any location desired by BSNL in Solan SSA.

Item No. 10:- Pillar & Cabinet BSNL logo Sign Writing (In no.) :-

- 1) Quantity:-100
- 2) Specification of Writing: Multicolour painting/Sign writing of BSNL logo with only Branded Paint like NEROLAC, ASIAN BURGER must be used
- 3) Point of Delivery: At any location desired by BSNL in Solan SSA.

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 **AGM** (**Sales & Mktg**) /**SDE** (**Sales &Mktg**) **O/o GMTD BSNL Solan**. 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) Supply order will be placed by **AGM** (**Sales & Mktg**) **O/o GMTD BSNL Solan**. Supply Order will be given in different phases & the designs may differ in each phase.
- d) Flex with Iron Frame ,Hoarding flex and sign boards etc will be required to be transported, delivered & installed at different site in Solan 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 Solan 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.

ANNEXURE - V

Price schedule (Consolidated)/Financial Bid

No. GMTD/SOLAN/TENDER/Sales & Marketing/18-19/3 Dated at Solan the

I/we have read the tender documents thoroughly & hereby offer the price bid as detailed below for the **itemize quantitative** requirements & specifications as mentioned at Annexure – IV (Schedule of requirement & specification). The rates quoted include all taxes, levies, octroi etc. for free delivery at the consignee's premise. The rates quoted in case of S.

No.1,2, 3 include installation charges also. The Consignment can be asked to deliver anywhere in Solan SSA.

Sr. No.	Item Description	Quantity	Rates per Unit (Per Sqft or Per No. as applicable) inclusive of Cost of material, design, labour charges ,delivery, installation & any type of taxes etc. In Figure In words	
	Flex Banners of variant sizes (In		gu.e	III Words
1	Sqft)	3500		
2	Flex with Iron frame (In Sqft)	1025		
3	Sign Board (Double Sided)(in No.)	450		
4	Wall Painting Per Sq. Feet (In Sqft)	7000		
5	Pillar & Cabinet Painting (in Sqft)	4000		
6	Pillar & Cabinet BSNL logo Sign writing (In no.)	100		
7	Multi - Colored Pamphlets(in no.)	24000		
8	Single Color Pamphlets(in no.)	50000		
9	2 Inches wide single color printed Tape(in mtrs)	14000		
10	Umbrellas Carrying BSNL Logos(in no.)	100		
	Grand Total			

Evaluation: - The evaluation and comparison of responsive bids shall be on the L-1 rates (lowest) quoted in

Financial Bid as a whole.(Mentioned in Financial bid as a "Grand Total") Price bid.

The price bid in the given format only should be submitted & price should be given in figure & words. No overwriting is allowed. In case of correction, it should be initialed / signed by tenderer. In case of discrepancy in quoted value in the

figure and words, the value quoted in words shall prevail.

2. Rates quoted shall be inclusive of all taxes but excluding GST which may be shown extra as applicable.

Declaration: I/We declare that: -

- i) Should this tender be accepted, I/We agree to abide by & fulfill all the terms & conditions set forth in the tender document.
- ii) I/We agree to pay the amount of security deposit/performance bank guarantee of 10% of the contractual

(Approved cost of Tender).

Date:

Place: