

BHARAT SANCHAR NIGAM LIMITED

(A GOVT OF INDIA ENTERPRISE) OFFICE OF THE GENERAL MANAGER BIKANER BUSINESS AREA

e-TENDER

FOR

"Providing Rigger & related services in Bikaner SSA for GSM/ MW O&M"

Tender No: S-484/e-Tender/Rigger Service/BIK SSA/2023-24 Dated: 16.05.2023

Estimated cost of the tender : Rs. 581360/-

EMD Rs. : Rs. 14534 /-

Cost of tender form : Rs. 590/- (inclusive GST)

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Note:- Submission of Bids only through on-line process (E-Tender) is mandatory for this tender..

SECTION-I

BHARAT SANCHAR NIGAM LIMITED (A GOVT. OF INDIA ENTERPRISE) OFFICE OF GENERAL MANAGER BIKANER BUSINESS AREA-334001

NOTICE INVITING TENDER

Tender No: S-484/e-Tender/Rigger Service/BIK SSA/2023-24 Dated: 16.05.2023

On behalf of Bharat Sanchar Nigam Limited, e-tender on prescribed forms are invited by the GENERAL MANAGER BIKANER BUSINESS AREA-334001 for hiring of Rigger Service as per following details:

Name of work	Estimated Cost (in Rs.)	EMD i.e. Bid Security 2.5% (in Rs.)	Tender Document Fee (in Rs.) inclusive GST	Last Date & time of online Submission & off- line documents of Tender	Date & time of Opening of Technical bid
Tender for Hiring of rigger services in Bikaner SSA for GSM/ MW 0&M Services as mentioned in Schedule of Requirement of Section V	Rs. 581360.00	Rs. 14534.00	Rs. 590/-	14.06.2023 Up to 11:00 Hrs	15.06.2023 at 11:30 Hrs

Note : 2 Rigger (Two on regular basis for 12 month)required.

Estimated Cost of the work is taken for One Year. For extended period, the estimated cost shall increase or decrease proportionately.

1. Eligibility Conditions:

The firm should have an experience of successful execution of below mentioned similar Job for minimum 35% of the estimated cost in any one year in last five years from BSNL/MTNL/DOT/Govt.PSU/ Government department / infrastructure provider Registered with DOT or any Licensed Telecom service provider. Details of work performed along with certificate of the company for successful execution of work is a mandatory requirement as a proof for experience. Bids without experience certificate shall be rejected. Experience certificate from an officer not below the rank of AGM/ DE in case of BSNL/MTNL and/or Project Manager in case of private operator of having experience of successfully carrying out the one of the following work (s) in at least one GSM license area

- BTS installation work including RF feeder and antenna installation (New or addition)
- Microwave link installation/ maintenance.
- RF optimization including RF drive test and Antenna reorientation etc.

• BTS maintenance work (including RF feeder maintenance i.e. feeder change, replacement of jumpers / Connectors / replacement of antenna (s), microwave antenna alignment, repair of mw link IF cables /Connectors etc.).

The Financial bid of the firms not having above eligibility shall not be opened.

- 2. The bidding process will be accepted only through e-tendering Platform on www.etenders.gov.in/eprocure/app and rajasthan.bsnl.co.in
- 3. The bidders downloading the tender document are required to submit the tender fee amount through Bank guarantee/Cash/DD/FDR/RTGSalong with their tender bid failing

which the tender bid shall be left archived unopened/ rejected. The Bank guarantee/Cash/DD/FDR/RTGSshall be drawn from any Nationalized/ Scheduled Bank in favour of "AO (Cash), BSNL, O/o GMTD, Bikaner" and pavable at "Bikaner"

- favour of "AO (Cash), BSNL, O/o GMTD, Bikaner" and payable at "Bikaner"
 4. Micro & Small Enterprises bidder(s) registered with NSIC/MSME for similar items may claim exemption from payment of cost of tender document & EMD on production of requisite proof in respect of valid certification from NSIC/MSME for the tendered item.
- 5. The original Crossed Demand Draft/ Bankers Cheque should be submitted offline in the envelope as per e-tendering instructions.
- 6. The Tender fee is non-refundable and Tender is non-transferable.
- 7. If there is any doubt / mismatching in instructions in this tender related to offline / online (e-tender) procedure, instruction related to e- tender will be valid and final.
- 8. This is an e-tender hence bidders may participate through online process (e-tendering) in this tender. E-tender website is www.etenders.gov.in/eprocure/app .
- 9. The bidder is required to follow all terms and conditions as applicable in the GST.
- 10. Tender document may be downloaded from website <u>www.etenders.gov.in/eprocure/app and</u> <u>rajasthan.bsnl.co.in</u> tender document fee & EMD (Bid Security) should be submitted with the bid as per details given in tender. If at any stage of the tendering process it is found that the downloaded document has been altered/ manipulated, the bid shall stand cancelled and EMD shall be forfeited. Bidders are requested to check above websites regularly for any corrigendum/amendment till opening of the tender.
- 11. E-Tender/Offline documents received after due time & date will not be accepted by the online/offline system.
- 12. All documents should be digitally signed by the bidder.
- 13. Submission of Off-Line documents is mandatory. (See Chapter-5 Para-5.2)
- 14. List of documents to be uploaded on www.etenders.gov.in/eprocure/app web-portal. (See Chapter-5 Para-5.1)
- 15. Bidder can submit their Bid security (i.e. EMD) and Tender document fee online. Detail is as below:

S.No.	Information required	Mandatory Details
1	Name of the Bank and Branch	Canara Bank Gajner Road Bikaner
2	Name (As per the Bank Account)	Bharat Sanchar Nigam Limited
3	Bank Account Number	83401010007471
4	IFSC Code	CNRB0018340
6	MICR Code	334015010
7	Account Type	Current Account
8	Email ID	bikaneraocash@gmail.com

Note:- The bidders has to upload the scanned copy of all above said documents during online bid submission. Hard copy of this transaction should send with offline documents also.

AGM (Planning) O/o GM BKANER BA, BSNL BIKANER-334001 T No 151-2526691

SECTION-II

INSTRUCTIONS TO BIDDERS

INTRODUCTION

1. DEFINITIONS:

(a) "The BSNL" means the BHARAT SANCHAR NIGAM LIMITED.

- (b) "The Bidder" means the individual or firm who participate in this tender and submits its bid.
- (c) "The Vendor" means the individual or firm executing the work under the contract.
- (d) "The Letter of Intent" means the intention of BSNL to place the work Order on the Bidder.
- (e) "The work Order" means the order placed by the BSNL on the Vendor signed by the BSNL including all attachments and appendices there to and all documents incorporated by reference therein. The work order shall be deemed as "Contract" appearing in the document.

2. ELIGIBLE BIDDERS:

The firm should have an experience of successful execution of below mentioned similar Job for minimum 35% of the estimated cost in any one year in last five years from BSNL/MTNL/DOT/Govt.PSU/ Government department/infrastructure provider Registered with DOT or any Licensed Telecom service provider. Details of work performed along with certificate of the company for successful execution of work is a mandatory requirement as a proof for experience. Bids without experience certificate shall be rejected. Experience certificate from an officer not below the rank of AGM/ DE in case of BSNL/MTNL and/or Project Manager in case of private operator of having experience of successfully carrying out the one of the following work (s) in at least one GSM license area.

- □ BTS installation work including RF feeder and antenna installation (new or addition)
- □ Microwave link installation/ maintenance.
- □ RF optimization including RF drive test and Antenna reorientation etc.
- BTS maintenance work (including RF feeder maintenance i.e. Feeder change, replacement of

jumpers/ connectors/ replacement of antenna (s), microwave antenna alignment, repair of mw link IF cables/ connectors etc.).

3. DOCUMENT REQUIRED

- 3.1 The services requiring bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Document includes:
- (a) Tender Notice
- (b) Schedule of Requirements (Scope of work).
- (c) Bid form.
- (d) Special Conditions of Contract, if any.
- (e) Instruction to Bidders.
- (f) General (Commercial) Conditions of Contract
- (g) Bid Security Form
- (h) Performance Security Bond Form
- (j) Letter of Authorization for attending Bid Opening
- 3.2 The Bidder is expected to examine all instructions, forms, specifications, terms and conditions in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at

the Bidder's risk and shall result in rejection of the bid.

4. CLARIFICATIONS OF BIDS BY THE BSNL:

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

5 AMENDMENT OF BID DOCUMENTS:

At any time, prior to the date for submission of bids, the BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.

PREPARATION OF BIDS

6. COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of the bid. The BSNL, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7. DOCUMENTS COMPRISING THE BID:

The bid prepared by the Bidder shall comprise the following components:

- 7.1 Documentary evidence established in accordance with Clause 2 and 10 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- 7.2 Bid Security (EMD) furnished in accordance with clause 11 & 12.
- 7.3 A Clause by Clause compliance of Tender Document
- 7.4 A Bid form and price schedule completed in accordance with clause 8, 9

8. **BID FORM:**

The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Documents, indicating the services to be provided, brief description of the services, quantity and prices as per Section VII.

9. **BID PRICES:**

- 9.1 The Bidder shall give the total composite price (in Rs.) including of all levies & applicable taxes but excluding GST. The above rates quoted will be including of all taxes/charges but excluding of GST. GST will be paid extra as applicable.
- 9.2 The Vendor shall quote as per price schedule given in Section VII Part III on online Financial Bid/BOQ for tender value given in schedule of requirement.
- 9.3 A bid submitted with an adjustable price quotation will be treated as non- responsive and rejected.
- 9.4 The unit prices quoted by the Bidder shall be in sufficient detail to enable the BSNL to arrive at prices of services offered.

10. DOCUMENTS ESTABLISHING BIDDERS'S ELIGIBILITY AND QUALIFICATIONS:

10.1 The Bidder shall furnish, as part of his bid documents establishing the

Bidder's eligibility, digitally signed copies of the following documents:

- i. Certificate of Incorporation.
- ii. Articles of Memorandum of Association or Partnership Deed or Proprietorship.
- iii General Power of Attorney on non judicial stamp paper of Rs. 500/- in favour of the signatory in case of Registered Company. In case of Partnership firm, Partnership deed may be submitted.

iv. Experience Certificate as per clause 2 of section II.

- 10.2 Individual signing the tender or other documents connected with the contractor shall indicate the full name below the signature and must specify the capacity and authority under which he signs such document and shall also submit documentary evidence of this authority duly attested by a Notary Public.
- 10.3 The near relatives of all BSNL Employees directly recruited, absorbed or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL (as per Clause 7 of Sec-IV).
- 10.4 The Tenderer should give a certificate that none of his/her such near relative is working in the BSNL units as defined above where he is going to apply for tender/work.
- 10.5 Bids without experience certificate, Bid security and cost of tender document (in case of downloaded) shall be rejected.
- 10.6 The participating bidders have to submit the copy of EPF and ESI registration. Otherwise have to submit as affidavit on a non-judicial stamp of Rs.100/- only that at the time of agreement EPF and ESI registration will be submitted if applicable.
- 10.7 If the Bidder/ Tenderer registered with NSIC/ MSME and claiming the exemption from tender fee and EMD (Bid Security) then the Tenderer/ Bidder should submit the copy of self-attested NSIC/ MSME registration for the tendered work.

11. BID SECURITY:

Pursuant to Clause 7, the Bidder shall furnish, as part of his bid, a bid security for an amount mentioned in the NIT as per Sec-I in form of Demand Draft /Cash/FDR/RTGS from any scheduled bank

12. ATTRIBUTES CLAUSES:

- 12.1 If a vendor fails to obey any of the contractual obligations, he will be debarred from any further work/contract by BSNL for one year from the date of issue of such order.
- 12.2 The bid security is required to protect the BSNL against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to Para 12.7.
- 12.3 The bid security shall be in the form of a Bank Guarantee/DD issued by a scheduled Bank in favor of the BSNL, valid for a period of 180 days. The Bank Guarantee shall be furnished in the Performa at Section VIII or Demand Draft from scheduled / Nationalized Bank.
- 12.4 A BID NOT SECURED IN ACCORDANCE WITH PARA 12.1 & 12.3 SHALL BE REJECTED BY THE BSNL AS NON-RESPONSIVE.
- 12.5 The bid security of the unsuccessful Bidder will be discharged / returned as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by the BSNL, pursuant to clause 13.
- 12.6 The successful Bidder's bid security will be discharged upon the Bidder's acceptance of the work order satisfactorily in accordance with clause 27 and furnishing the performance security or it will be adjusted in Performance security.
- 12.7 The bid security may be forfeited:
 - (a) If a Bidder withdraws his bid during the period of bid validity specified by the Bidder on

the Bid form **OR**

- (b) In the case of a successful Bidder, if the Bidder fails:
- i) To sign the contract in accordance with clause 28 **OR**
- ii) To furnish performance security in accordance with clause 27.
- (c) In both the above cases i.e., 12.7 (a) & (b), the bidder will not be eligible to participate in the tender for same items for one year from the date of issue of work order. The bidder will not approach the court against the decision of BSNL in this regard.

13. PERIOD OF VALIDITY OF BIDS:

- 13.1 Bid shall remain valid for 180 days after the date of bid opening prescribed by the BSNL, pursuant to clause 19.1. A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE BSNL AS NON-RESPONSIVE.
- 13.2 In exceptional circumstances, the BSNL may request the Bidder's consent for an extension to the period of bid validity. The request and the responses there shall be made in writing. The bid security provided under Clause 12 shall also be suitably extended. A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be permitted to modify his bid.

14. FORMAT AND SIGNING OF BID:

- 14.1 The original copy of the Bid shall be typed or printed, numbered consecutively and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un- amended printed literature shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.
- 14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder in which case such corrections shall be signed by the person or persons signing the bid.
 - 14.3 (i) The Power of Attorney should be submitted and executed on the non-judicial stamp paper of Rs. 500/- or appropriate value as prevailing in the respective states(s) and the same be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned.

(ii) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/Institution/Body corporate.

(iii) In case of the bidder being a partnership firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

SUBMISSION OF BIDS

15 SEALING AND MARKING OF BIDS:

15.1 The bids may be called under Single stage Bidding & two cover system The details of sealing & marking of bids in each case is given below: The bidder shall submit his bid in two envelopes. The electronic envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per clause 7&10 with Bid security as per Clause 8. Bid sealing is done electronically by encrypting each bid part with asymmetric pass phrase by

Bid sealing is done electronically by encrypting each bid part with asymmetric pass phrase by the bidders himself. Please refer e-tendering instructions for further instructions.

15.2 (a) the envelope, containing Offline documents mentioned in e-tendering instructions shall be sealed properly by the bidder and addressed to:

AGM (Planning) O/o GM BKANER BA, BSNL, BIKANER (RAJ)-334001

(b) The envelope must bear the following:

E-Tender for Providing Rigger & related services in Bikaner SSA for GSM/ MW O&M "NOT TO OPEN BEFORE (DUE DATE & TIME OF TENDER) (Tender no.) (Full Address of the Bidder)

(The sealed envelope would not be opened if above information is not mentioned on envelope)

- (c) The envelope should be dropped in person in the tender box placed in the office of AGM (Planning), O/o the GM BKANER BA, BSNL, BIKANER on or before due date & time of submission of bid as specified in DNIT.
- 15.3 If offline documents are not delivered up to date & time of submission of bid as specified in the NIT, the bid shall be rejected summarily.
- 15.4 In no case more than one bid should be put inside a cover. In such case all the bids shall be treated as cancelled.

16. SUBMISSION OF BIDS:

- 16.1 Bids must be submitted online on e-tender portal www.etenders.gov.in/eprocure/app and offline (Bid document cost, EMD, POA and all original affidavits etc.) by the bidder at the address specified under clause 15.2 not later than given date & time of submission of bid as specified in DNIT.
- 16.2 The BSNL BIKANER may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in which all rights and obligations of the BSNL BIKANER and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

- 16.3 Postponement of Tender opening: Whenever it is considered necessary to postpone the opening date of tenders, quick decision must be taken and communicated to the tenderers. The information will be uploaded on internet website www.etenders.gov.in/eprocure/app. All bidders must see the BSNL site from time to time upto last date & time of submission of the bid. If the date of opening of bids is declared as holidays, the bids will be opened on the next working date at the same time and venue.
- 16.4 The Government of India if subsequently declares date fixed for opening of bids as holiday, the revised schedule will be notified. However, in absence of such notification, the-bids will be opened on next working day, time and venue remaining unaltered.

17. BELATED RECEIPT OF BIDS:

Any bid received by the BSNL after the deadline for submission of bids prescribed by the BSNL pursuant to clause 16, shall be rejected and returned unopened to the bidder.

18. MODIFICATION AND WITHDRAWAL OF BIDS:

- 18.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the BSNL prior to the deadline prescribed for the submission of the bids.
- 18.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15. A withdrawal notice may also be sent by FAX but followed by an original signed confirmation copy, post marked not later than the deadline for submission of bids.
- 18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

BID OPENING AND EVALUATION:

19. **OPENING OF BIDS BY BSNL**:

- 19.1 The BSNL shall open Technical bid on at 15:00 Hrs and after its evaluation, Financial offer will be opened on some other and due date for opening of Financial bid will be intimated to the all eligible bidders. Bids will be opened in the presence of Bidders or his authorized representatives who choose to attend, at 15.00 hrs on due date. The Bidder's representatives, who are present; shall sign an attendance register and should not use any electronic equipment in the hall. Authority letter to this effect shall be submitted by the Bidder before they are allowed to participate in bid opening. (AS PER FORMAT AS IN SECTION X)
- 19.2 Only ONE representative for any Bidder shall be authorized and permitted to attend the bid opening.
- 19.3 The Bidder's name, Bid prices, modifications, bid withdrawals and such other details as the BSNL, at its discretion, may consider appropriate; will be announced at the opening.
- 19.4 If the date of opening of the bid happens to be an incidental holiday, the Bid will be accepted and opened on the next working day respectively.

20. CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids, the BSNL may, at its discretion ask the Bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the Bidder; shall be entertained.

21. PRELIMINARY EVALUATION:

- 21.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 If there is a discrepancy between words and figures of Prices, the amount in words shall prevail. If the Vendor does not accept the correction of the errors, his bid shall be rejected.
- 21.3 Prior to the detailed evaluation, pursuant to clause 22, the BSNL will determine the substantial responsive-ness of each bid to the Bid documents. For purposes of these clauses, a substantially responsive bid is one which conforms, to all the terms and conditions of the Bid Documents without any deviations. The BSNL's determination of bid's Responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.4 A bid, determined as substantially non-responsive will be rejected by the BSNL and shall not subsequent to the bid opening be made responsive by the Bidder by correction of the non-conformity.
- 21.5 The BSNL may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waive does not prejudice or affect the relative ranking of any Bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- 22.1 The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to Clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the price of the Services offered exclusive of all the applicable which will be paid extra as per actual, wherever applicable.

23. CONTACTING THE BSNL:

- 23.1 Subject to Clause 20, no Bidder shall try to influence the BSNL on any matter relating to its bid, from time of the bid opening till the time the contract is awarded.
- 23.2 Any effort by a Bidder to modify his bid or influence the BSNL in the BSNL's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

24. AWARD OF CONTRACT:

24.1 The BSNL shall consider placement of work orders only on eligible Bidder whose offers have been found technically, commercially and financially acceptable by the BSNL. The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.

- 24.2 The hiring of rigger against tender is for ONE YEAR requirement and the terms and conditions of this tender shall be operative for a period of one year from date of signing of agreement, and can be extended for ONE YEAR MORE OR PART with the mutual consent.
- 24.3 The BSNL shall consider placement of orders only for one Bidder (L1).

25. BSNL'S RIGHT TO VARY QUANTITIES:

BSNL will have the right to increase or decrease up to 50% of the quantity of services specified in the Schedule of requirements without any change in the unit price or other terms and conditions at the time of award Work Order.

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

The BSNL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders on the grounds for the BSNL's action.

27. ISSUE OF WORK ORDER:

The issue of work Order/ Letter Of Intent shall constitute the intention of the BSNL to enter into the contract with the Bidder. The period of contract shall be for ONE YEAR from the date of signing of agreement.

- 27.1 The Bidder shall within 10 days of issue of the Letter of Intent Work Order, give his acceptance along with performance security in conformity with Section IX provided with the bid documents. If the bidder fails to submit necessary Performance Security within prescribed period in LOI, the LOI automatically stands cancelled.
- 27.2 BSNL shall issue/place work order on the bidder after receipt of unconditional acceptance along-with performance security in the form of bank guarantee for the amount and period as specified in LOI.
- 27.3 Bidder shall acknowledge the receipt of Work Order within 5 days.

28. SIGNING OF CONTRACT:

- 28.1 The issue of work Order shall constitute the award of contract on the Bidder.
- 28.2 Upon the successful Bidder furnishing the performance security, pursuant to Clause 27, the BSNL shall discharge its bids security, pursuant to clause 12.

29. ANNULMENT OF AWARD:

Failure of the successful Bidder to comply with the requirement of Clause 28 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the BSNL may make the award to any other Bidder at the discretion of the BSNL or call for new bids.

SECTION-III

General (Commercial) Conditions of the contract

1. APPLICATION:

The General conditions shall apply in contracts made by the BSNL for the execution of work order.

2. ISSUE OF WORK AND STANDARDS:

Work order shall be issued by an officer not below the rank of AGM/ STS level. The work supplied under this contract shall conform to the standards prescribed in the Scope of Work (Sec-V).

3. PERFORMANCE SECURITY:

- a. The successful bidder including MSE bidder shall submit an amount equivalent to 3 % of the tender approved value as security deposit by way of Performance Bank Guarantee (PBG) within 14 days from the date of issue of LOI, in favour of 'AO (Cash), BSNL, O/o GMTD, Bikaner, place from any scheduled bank in India, and valid for 30 months from the date of issue of LOI.
 - a. On receipt of PBG from the bidder, after confirmation of the genuineness of the PBG from the bank, the EMD, if any, received earlier, will be returned.
 - b. The proceeds of the performance security shall be payable to the BSNL as compensation for any loss resulting from the contractor's failure to perform the obligations under the contract and warranty obligations.
 - d. The performance security deposit shall be refunded after expiry of warranty period of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document.
 - e. If there are recoveries to be made, Contractor shall deposit the money before the release of PBG for getting the PBG released and in failure to do so, PBG will be forfeited and recovery to be effected from the realized PBG amount and the balance amount, if any, after adjustment of recoveries, will be refunded to the bidder.
 - f. It is the responsibility of the vendor to submit the proof that he has deposited the Goods & service tax in time. Otherwise BSNL will recover from subsequent bills or PBG as the case may be.
 - g. No interest will be paid to the contractor on the security deposit

4. INSPECTIONS & SUPERVISION:

Workmen (Rigger) provided by the vendor should be sufficiently trained physically fit and must carry the standard tool kit for execution of RF work etc. Decision of concerned AGM in this regard will be final.

5. **PAYMENT TERMS**:

After successful execution of works as per agreement, payments shall be made on monthly

basis. Bills duly certified by AGM/SDO/JTO concerned in charge of operation and maintenance of Mobile BTS/ RF work of SSAs or any other designated Officer of equivalent level by SSA Head duly countersigned by their controlling officers, in charge of operation

and maintenance of Mobile BTS is to be submitted in duplicate copies to the SDE (GSM) O/o GM BKANER BA, BIKANER (Rajasthan) for processing them further for payments. Necessary deductions of the duties and Taxes as per prevailing rules of Government of India shall be made from the bills while making payments. Further deduction of penalty, if any, shall also be made from the bills. Proof regarding EPF deposit with EPF authorities as per clause 3.3 of Section IV. Proof of deposition of GST registration (If Applicable). Payments shall be released only after approval of competent authority of BSNL. Income Tax at source shall be deducted as per existing Government of India rules. Paying authority is Account Officer of BA concerned.

6. **PRICES:**

The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

7 **PENALTY CLAUSE:**

- 7.1 In case of improper work or work done not satisfactory/major accident / loss on account of negligence on the part of contractor the penalty shall be imposed and 100% of the cost of work done supplied by the BSNL shall be recovered either from the bills due or from the security deposit.
- 7.2 In case of short supply of Rigger or absent from duty, the payment will be deducted pro-rata from monthly bills submitted for the month. Additionally a penalty will be imposed of Rs 100/- per rigger per day for first 5 (five) day(s) of absence and Rs 200/- per day per rigger for the consecutive absent from the duty maximum to Rs 2000/- in a month per rigger.

8. LIQUIDATED DAMAGE:

Should the tenderer fails to deliver the services within the period prescribed for work, the BSNL shall be entitled to recover 100 % from the bill or performance security. In the case of work order where the delayed portion of the work hamper, optimization of the systems, LD charges shall be levied as above on the total value of the concerned package of the Work Order. Quantum of liquidated damages assessed and levied by the BSNL shall be final and not challengeable by the Vendor.

9. FORCE MEASURE:

9.1 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 shall be prevented or delayed by reason of any war, 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 such claim for damages against the other in respect of such non-performance or delay in performance, and work under the contract shall be resumed as soon as practicable

after such event may come to an end or cease to exist, and the decision of the BSNL as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

9.2 Provided also that if the contract is terminated under this clause, the BSNL shall be at liberty to take over from the contractor at a price to be fixed by the BSNL, which shall be final.

10. TERMINATION FOR DEFAULT:

- 10.1 The BSNL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Vendor, terminate this Contract in whole or in part.
 a) If the Vendor fails to provide the manpower within the time period (s) specified in the Contract, or any extension thereof granted by the BSNL pursuant to Clause 7.
 b) If the Vendor fails to perform any other obligations(s) under the Contract and
 - c) If the Vendor, in either of the above circumstances, (s) does not remedy his failure within a period of 30 days (or such longer period as the BSNL may authorize in writing) after receipt of the default notice from the BSNL.
- 10.2 In the event the BSNL terminates the contract in whole or in part, pursuant to Para 10.1 the BSNL may ask the Vendor shall continue performance of the contract to the extent not terminated.

11. TERMINATION FOR INSOLVENCY.

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

12. ARBITRATION:

12.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Chief General Manager Telecom, Rajasthan Telecom Circle, Jaipur or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Chief General Manager Telecom, Rajasthan Telecom Circle, Jaipur or by whatever designations such officers may be called (hereinafter 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 or some other person appointed by the CGMT or the said officer. The agreement to appoint an Arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

There will be no objection to any such appointment on the ground that the arbitrator is "BSNL" Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as "BSNL" Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such

CGMT or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- 12.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 12.3 The venue of the arbitration proceeding shall be the Office of CGMT, Rajasthan Telecom Circle, BSNL, Jaipur or such other Places as the arbitrator may decide.

13. 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 BSNL or the Govt. or any other person or persons, contracting through the Govt. of India and set off the same against any claim of the BSNL or Govt. 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 BSNL or such other person or persons contracting through "BSNL".

14. LEGAL JURISDICTION

It is also a condition of this contract that the Court which has territorial jurisdiction upon the place from which the acceptance of tender is issued shall have absolute jurisdiction for adjudicating any difference or disputes arising out of this contract. In this case, jurisdiction territory will be BIKANER.

SECTION-IV

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL:

- 1.1 The work shall be accepted only after work completion certificate issued by concerned Site In-charge from BSNL.
- 1.2 The BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the Department.
- 1.3 The BSNL reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.

1.4 Any clarification issued by Department, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.

- 1.5 Tender will be evaluated as a single package of all the items given in the price Schedule.
- 1.6 All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects by the DGM/AGM *or Engineer In-charge*' of work site who shall be entitled to direct at what point or points and what manner they are to be commenced, and from time to time carried on.
- 1.7 Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, the BSNL shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any Government promissory notes etc., forming the whole or part of such security or running / Final bill pending against any contract with the department. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time there after may become due to the contractor under this or any other contract with the BSNL should this sum be not sufficient to cover the full amount recoverable the contract or shall pay to BSNL on demand the balance remaining due.
- 1.8 Date fixed for opening of bids is, if subsequently, declared as holiday by the BSNL, revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

1.9 Commercial:

The workers engaged by firm should maintain proper discipline and good behavior with occupants.

- 1. The firm shall remove such workers from the site whose behavior is found improper, Divisional engineer's decision shall be final.
- Any damage to the installation(s)/building during the maintenance period due to the carelessness on the part of maintenance staff shall be the responsibility of firm & be replaced/rectified without any extra cost.
- 3. The agency will provide the workers with necessary Testing and safety equipments.
- 4. Any accident or damage during maintenance / operation will be the responsibility of the agency and the BSNL will not entertain any claim,

Compensation, penalty, etc. on this account or on account of non observation of any other requirement of law relevant to his work.

- 5. Agency has to observe all the labour rules and regulations in force and indemnify BSNL against any claims whatsoever, either from this clause or any other clause in the contract
- Firm shall issue ID card to their workforce whenever they enter premises for bonafied work. Nobody shall be allowed entry without work and nobody will be allowed overnight stay without work.
- 7. The rates quoted must be full and final.
- 8. The contractor shall not sublet the work or part thereof. However service of specialized agencies for specific work can be obtained.
- 9. The BSNL reserves the right to terminate the contract by giving show cause notice of one month duration at any time during the currency of the contract.
- 10. The BSNL reserves the right to extend the contract for a maximum period of six months at the same rate and conditions, if mutually agreed.

2. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION

Obtaining License before commencement of work:

The contractor shall obtain a valid labour license under the Contract Labour (R&A)Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, before commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contact arising out of the resultant non- execution of work.

3 Contractors Labour Regulations:

3.1 Every worker shall be given a weekly holiday normally on a Sunday, contractor must comply in accordance with the provisions of Minimum Wages (Central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or no and must keep the records in this regard.

3.2. Amendments

The Central Government may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations.

3.3 EPF ESI (IF ANY, as applicable)

Employees Provident Fund Provision/ESI may be made as per existing Government rules.

1) Those who are having EPF/ESI registration, they shall submit the same.

<u>4</u>. **INSURANCE**:

4.1 Without limiting any of his other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work execution. The contractor shall also take out workmen's compensations insurance as required by law and under take to indemnify and keep indemnified the :BSNL RAJASTHAN Circle from and against all manner and claims and demands and losses and damages and costs (including between attorney and \ client) charges and expenses that may arise in regard of the same or that the BSNL may suffer or incur with respect

to end / or incidental to the same. The contractor shall have to furnish originals and / or attest copies as required by the BSNL of the policies of insurance taken within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the may require.

4.2. The Contractor should make necessary arrangement for Life Insurance of the Workmen against any accident during the execution of work as per the labour law.

5 COMPLIANCE WITH LAWS AND REGULATION:

During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable bylaws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or department, municipal board, Government of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By-laws, Rules, Regulations, orders and/or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or sub- contractor to share any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the BSNL harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub- contractor to make full and proper compliance with the said bye-laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

6.0 TOOLS and PLANTS.

The contractor shall provide at his own cost all tools etc. required for proper execution of works. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of works, counting, weighing and assisting the measurements for examination at any time and from time to time.

7. Participation of near relatives of the BSNL Employees in the Tender / Execution of work in BSNL Unit.

The near relatives of BSNL Employee either directly recruited or absorbed or on deputation are prohibited from participation in tender and execution of work in the different units of BSNL.

- i) The near relatives for this purpose are defined as.
- a) Member of Hindu undivided family
- b) They are husband and wife.
- c) The one is related to the other in the manners as father, mother, son(s)

& son's wife (daughter in law), Daughter(s) & Daughters husband (son in law) brother(s) and brother's wife, sister(s) & sister's husband (brother in law).

ii. The company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relatives(s) is/are posted. The unit is defined as SSA/ Circle /Chief Engineer / Chief Archt./ Corporate Officer for non –executive employees and all SSA in a circle including Circle Officer/ Chief Eng./Chief Archt /Corporate office for executive employees (including those called as Gazetted Officer at person) The tenderer should give a certificate that non of his/her such near relatives is working in the units as defined above where he is going to apply for tender /work.

iii Tender received in covers not sealed will not be opened or considered. Such Tender document shall become the property of BSNL and shall be opened only on succeeding working days of the date of opening of tenders and that to written request is made by the tenderer for return of DD/Pay order enclosed as EMD.

8. Location of site where the works are to be done:-

In jurisdiction of BIKANER SSA in RAJASTHAN TELECOM CIRCLE.

Reporting to be made to SDE /JTO GSM at CTX for the urban area and in case of rural area, the reporting to be done to the concerned GSM maintenance team area in charge at their respective HQ location.

9. Acceptance condition:-

- (a) The Tenderer shall affix his signature on each and every page of the tender document and return it along with his tender offer as a token of his acceptance of each condition. If the tender is not duly signed or is define or is incomplete in any of the requisite matter or
- (b) Tenders received late will not be accepted
- (c) The tender will quote the rate in English and for individual items in figures as well as in words. If any discrepancy in value between rates entered in words and in figures is noticed, the rates quoted in words only will be treated as valid.

10 REJECTION OF TENDER

The quantities mentioned in the tender schedule for each item is only approximate. The exact quantity of work required will be ordered in either one lot or part by part over a period of one year at the discretion of BSNL. The contractor shall not have any claim what so ever over the quantity of work.

11. INDEMNITIES

a) The contractor shall at all times hold the BSNL harmless and indemnify from against all actions, suits, proceedings, works, cost, damage charges, claims and demands of every nature description brought or procured against BSNL, its officers and employees and forthwith upon demand and without protest or demur to pay to BSNL any and all losses, damages and costs (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL now or at any time have relative to the work or the contractor's obligations or in protecting or endorsing its right in any suit or other legal proceedings,

charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person, including employees of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operation caused by the contract documents.

b) In addition, the contractor shall at his own cost and at the request of BSNL defend any suit or proceeding asserting a claim covered by this indemnity, but shall not settle,

compound or compromise such suit or other finding without first consulting the BSNL. In addition, the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protest or demur all costs, charges, expenses, losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the BSNL arising out of or incidental or in connection with the operation covered by the contract.

12. ELIGIBILITY CERTIFICATE & BANK GUARANTEE

(ii) In case where the documents of bid security required to be submitted as given in -3(i) above is not found in the technical cover the cover containing the financial offers SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.

CONCESSION:

- 1. BSNL reserves the right to disqualify such Bidders who have a record of not meeting Contractual obligations against earlier contracts entered into with the BSNL (IF ANY).
- 2. Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to Amendment of relevant clauses of the bid documents.
- 3. BSNL reserves the right to BLACKLIST a bidder for a suitable period in case bidder fails to honor his bid without sufficient grounds.
- 4. BSNL reserves the right to STAGGER the work throughout the contract period.

13. EXECUTION PERIOD:-

This contract is for the period of one year from the date of signing of agreement and may be extended for ONE YEAR MORE or PART at the same terms & conditions, depending on mutual consent and discretion of the BSNL. Works will evenly be distributed during this period and the actual time period for completion of the work is given in the Work order being issued by competent authority.

14. DISTRIBUTION OF QUANTITY:

- 14.1. The BSNL intends to limit the L1 technically and commercially responsive Bidders
- 14.2. The ordering quantity to the successful bidder will be subject to the execution capacity of the bidder. However, the BSNL reserves the right of placement of the order of entire tendered quantity on the bidder with the lowest evaluated price.
- 14.3. If the number of L1 bidder is more than one clause 14.1 will not apply and the entire

quantity will be distributed among selected bidders in the inverse ratio of the quoted price.

15. PERFORMANCE SECURITY.

Vendors are required to furnish the Performance Security.

15.1 The bank Guarantee towards PERFORMANCE SECURITY as stipulated at Para 3 of Section III shall be furnished (in the format indicated at Section IX duly issued by a Scheduled Bank in favor of the BSNL, on non-judicial stamp paper of Rs. 100/- (hundred) only.

16. In case of any conflict between any entries appearing in section III & IV of this Bid Document the same appearing in section IV shall be operative.

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

The BSNL reserves the right to accept or reject any bid, and to annual the bidding process and reject all the bids at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders on the grounds for the BSNL's action.

SECTION: -V (Schedule of Requirement)

The schedule of requirement along with quantum of works involved and estimated rates for hiring of rigger services in BIKANER SSA for GSM/MW Operation & Maintenance Services: **TENDER NO: S-484/e-Tender/Rigger Service/BIK SSA/2023-24Dated: 16.05.2023**

S.No.	Description of work	Total quantity	Estimated cost per rigger per month of work (except GST)	Total Cost in Rs. (except GST)
1	 GSM/3G / Antenna Orientation, GSM / 3G / Antenna Change in position and orientation / height per antenna/sector without material, Jumper change without material per antenna, Assembling of connector with waveguide / repairing of connector without material, Replacement of connector with material of connector, Wave Guide replacement & Installation without material, M/W Antenna Orientation at one end, M/W Antenna Change in position and orientation /height per antenna without material, M/W Antenna IF cable / Connector repair/ replacement without material 	Two Rigger on regular basis for 12 month (Minimum availability of 20 days in a month) @Rs. 14140/- per rigger per month	28280/- per month	339360.00
2	Reimbursement of Transport Expanses and local expanses / Rigger/ day), in case Rigger is required to go to place of work outside Bikaner Urban area, with in Bikaner SSA (Bikaner city & part of Bikaner district) on his own transport. (on actual basis). Note:-Normally transport will be provided by BSNL, However this charge will be applicable in case of non availability of BSNL vehicle	120 days in a Year	200/-	24000.00
3	Installation & commissioning of mini-link (each end)	30 pair	2000/-	60000.00
4	Dismantling of mini link (each end)	30 pair	1800/-	54000.00
5	Installation of GSM/ antenna (per antenna)	30	400/-	12000.00
6	Dismantling of GSM antenna (per antenna)	30	400/-	12000.00
7	Feeder cable installation / dismantling (per meter)	4000 m	20/-	80000.00

Total cost Rs. 5,81,360/-

(Minimum assured amount will be paid only on availability of rigger for 20 day per month and for any other absent, proportionate payment shall be deducted for absent period.)

Scope of the work

- GSM/ Microwave Antenna Replacement / Relocation / Rehabilitation/ Orientation / Tilting/Changing position/ Height etc. and associated works.
- Replacement of faulty RF Connectors, Jumpers and associated works without material.
- Maintenance and sealing of RF Connectors, Jumpers and associated works of attending VSWR faults with sealing material.
- RF optimization and Micro alignment of Microwave/GSM network.
- Replacement/Installation of new feeder cable/ IF cable /Waveguide/ clamping etc and associated works without material.
- Microwave link / BTS installation works including RF feeder cable and antenna etc & associated works without material

SECTION-VI

TECHNICAL SPECIFICATION

The vendor is required to carry out all the works assigned as per industry practice and must comply with the norms of BSNL.

The workmen ship has to be ensured by the SDE /JTO (GSM/MW) or site in-charge.

Note:

- 1. All safety equipment for riggers shall be arranged by Vendor and Responsibility of safety of riggers at site shall be with the contractor.
- 2. Vehicle facility will be arranged by BSNL.
- 3. All the riggers should be licensee for the job under the contract labor (R&A) act 1970 and contract labor (Regulation & Abolition) central rules 1971, before commencement of the work and continue to have a valid license until completion of work.

SECTION-VII

BID FORM & PRICE SCHEDULE

BID FORM (PART – I)

Tender No: S-484/e-Tender/Rigger Service/BIK SSA/2023-24 Dated: 16.05.2023

To.

The GM BKANER BA, BIKANER.

Dear Sir,

- 1. Having examined the conditions of contract and specifications including addenda Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to work in conformity with the said conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- We undertake, if our Bid is accepted, to commence the execution <u>within (One)</u> <u>months including lead-in time</u> and to complete execution of all the items specified in the <u>contract within one year</u> calculated from the date of signing of agreement.
- 3 If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum of 3% of the contract value for the due performance of the Contract.
- 4 We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5. Until a formal work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
- 6 Bids submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement
- 7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this......day of...... 2023

Name & Signature of.....

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

BID FORM (PART-II)

- 1.0 Tender is to be submitted in this Form only. Tender submitted by the Tenderer in his or her own Performa is liable to be rejected. Separate sheets may be attached where space provided against any clause is insufficient.
- 1.1 Tender enquiry No. & Date :
- 1.2 Offer No. & Date
- 2.0 Name and address of the Firm :
 2.1 Name of the Firm :
 Office Address :
 Telephone No. :
 Fax No. :
 Email (Name & email id of person who is dealing with the work of the tendered item) :

:

:

:

- 3.0 The offer as per Performa in Part II IN SECTION-VII is enclosed in sealed covers for individual item separately (Read Instruction & important Points)
 - Signature of the Authorized Signatory
 - 4. Are you: -
 - i. Proprietorship firm
 - ii. Partnership firm
 - iii. Company

Necessary valid documents as required in clause 10.1. Instructions to Bidders in SECTION-II must be enclosed along with the tender offer.

LIST OF ENCLOSURES:-

- i). ii)
- iii). Signature of the Authorized signatory

Name in Block Letters: STATUS OF THE SIGNATORY

PRICE SCHEDULE(Financial Bid/BOQ)

PART III

Tender Inviting Authority: AGM (PLNG) O/o GM BIKANER BA

Name of Work: e- TENDER FOR Providing Rigger & related services in Bikaner SSA for GSM/ MW O&M

Contract No: TE NO- S-484/e-Tender/Rigger Service/BIK SSA/2023-24 Dated: 16.05.2023

		PRICE S	CHEDULE			
	Q template must not be modified	l/replaced by t	he bidder aı	nd the same sh		
relevent c	olumns, else the bidder is liable to			r. Bidders are	allowed to enter	the Bidder Name
			lues only)			
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
SI. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	Two Rigger on regular basis for 12 month (Minimum availability of 20 days in a month) @Rs. 14140/- per rigger per month	12.000	two Rigger Per Month	28280.00	339360.00	INR Three Lakh Thirty Nine Thousand Three Hundred & Sixty Only
2	Reimbursement of transport or local expenses (max. 120 days in year)	120.000	Per Day	200.00	24000.00	INR Twenty Four Thousand Only
3	Installation and commissioning of mini / MW link (each end)	30.000	Per End	2000.00	60000.00	INR Sixty Thousand Only
4	Dismantling of mini link (each end)	30.000	Per End	1800.00	54000.00	INR Fifty Fou Thousand Only
5	Installation of GSM/CDMA/Wi-Max antenna	30.000	Per Antenna	400.00	12000.00	INR Twelve Thousand Only
6	Dismantalling of GSM/CDMA/Wi-Max antenna	30.000	Per Antenna	400.00	12000.00	INR Twelve Thousand Only
7	Feeder Cable Installation and dismantalling	4000.000	Per Meter	20.00	80000.00	INR Eighty Thousand Only
Total in Figu	ires				581360.00	INR Five Laki Eighty One Thousand Three Hundred & Sixty Only
Quoted Rate	in Figures		Select		0.00	INR Zero Only
Quoted Rate	_			INR Zero		<u> </u>
	bove rates quoted will be including	C 11 / 1	1 11		1.1	

SECTION-VIII

BID SECURITY FORM

(To be typed on Rs 100/- non judicial stamp paper)

Whereas (hereinafter called 'the Bidder') has submitted its bid dated for the work ofvide Tender Enquiry No-Dated..... KNOW ALL MEN by these Presents that WE having our registered office at.....

(hereinafter called "the Bank") are bound unto BSNL (hereinafter called 'the BSNL") in the sum offor which payment will and truly to be made of the said BSNL, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS OF THE OBLIGATION ARE:-

1 If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; OR

2 If the Bidder, having been notified of the acceptance of its bid by the BSNL during the Period of Bid validity.

(a) Fails or refuses to execute the Contract, if required, or

(b) Fails or refuses to furnish performance security, in accordance with the Instructions to Bidders.

WE undertake to pay to the BSNL up to the above amount upon receipt of its first written demand, without the BSNL having to substantiate its demand, provided that in its demand, the 'BSNL will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including Thirty (30) days after the Period of bid validity, and any-demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Name Signed in Capacity of Full Address of Branch

Name Sign & Address of Witness Tel. No. of Branch Fax No. of Branch

SECTION-IX

PERFORMANCE SECURITY BOND FORM

(To be typed on Rs 100/- non-judicial stamp paper)

In consideration of the GM BKANER BA, BIKANER, BSNL (1 hereinafter called "BSNL") having agreed to exempt M/S (hereinafter called 'the said Contractor (s)') from the demand, under the terms and conditions of an agreement/(Purchase / Work Order) No. Dated between BSNL for made M/S. and Rs. for the work of (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement production on of a bank guarantee for Rs. (hereinafter referred to We,(Name of the bank) as "the Bank") the request of M/S. at contractor(s) do hereby undertake to pay to the "BSNL" an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the "BSNL" by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

We (Name of the bank) ______ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the "BSNL" stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the "BSNL" by reason of breach by the said contractors) of any of terms or conditions contained in the said Agreement or by reason of the contractors) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, where the decision of the "BSNL" in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs_____.

3 We undertake to pay to the "BSNL" any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Vendor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/Vendor (s) shall have no claim against

Us for marking such payment.

4 We (name of the bank)_____further agree that the

guarantee herein contained shall remain in full force and effect during the Period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till

all the dues to the "BSNL" under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us writing on or before the expiry of 18 months from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

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

6. This guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s)/Vendor(s).

7. We (name of the bank)_____lastly undertake not to revoke this guarantee during its currency except with the previous consent of the "BSNL" in writing.

Dated the _____ day of _____ 2023

For _____

(Indicate the name of the bank) (Telephone number, FAX number and address of bank)

SECTION-X

Tender No: S-484/e-Tender/Rigger Service/BIK SSA/2023-24 Dated: 16.05.2023

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To:

AGM (Planning) O/o GM BKANER BA, BIKANER

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

Following person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of (Bidder).

Name of Rep.	Specimen Signature.

Alternate

Representative

Name of Rep.	Specimen Signature.

Signatures of Bidder Officer aut

or Officer authorized to sign the bid Documents on behalf of the Bidder.

Note:

1. Alternate representative will be permitted when regular representative is not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

ANNEXURE-3 CHECK LIST

CHECK LIST FOR BIDDERS IN THE TENDER

Documents to be uploaded on <u>www.etenders.gov.in/eprocure/app</u> as per e-tendering instructions and offline documents to be submitted in tender box.

I. Please ensure that you are having experience as per cause an established VENDOR for the tendered item/work. If not, do not drop your offer.

- II. Please ensure that all documents are fully authenticated by the authorized signatory under his digital signature.
- III. Documents forming part of the Bid:
 - 1. Bid form in Section -VII Part III.(Price Schedule in cover-II)
 - 2. Bid form in Section VII Part I & II
 - 3. Power of Attorney in favour of the signatory signing the offer & documents. (On Rs 500/or as applicable in state, non-judicial stamp paper)
 - 4. Copy of Memorandum of Association or Partnership Deed (if not a Proprietary firm).
 - 5. Clause by clause compliance & Signed bid –document.
 - 6. Demand Draft/Cash/FDR/BG/RTGS of EMD amount issued by Nationalized / Scheduled Bank in favor of AO (Cash) BSNL O/o GMTD BIKANER payable at BIKANER.
 - 7. Experience certificate as per NIT.
 - 8. DD /Cash/FDR/BG/RTGS of Tender form fee issued by Nationalized / Scheduled Bank in favor of AO (Cash) BSNL O/o GMTD BIKANER payable at BIKANER.
 - 9. Non relation certificate.
 - 10. List of all directors in case of company.
 - 11. Declaration regarding no addition/deletion in tender document
 - 12. Certificate of Non black listing.

13. Valid NSIC/ MSME registration certificate in case the bidder claim exemption from payment of Cost of Tender form & EMD.

14. EPF Registration certificate or affidavit for submission at the time of agreement.

15. ESI Registration certificate or affidavit for non-applicability.

16. Affidavit of Rs 100/-(Non judicial stamp) in case of proprietorship

IV Bid shall be submitted as per e-tendering instructions only on online and offline documents to be submitted in tender box before due date and time without offline documents bid is liable to reject.

ANNEXURE-4

NEAR RELATION CERTIFICATE TO BE GIVEN BY VENDOR

hereby certify that **none of my relative(s)** as defined in the tender document is /are employed in BSNL unit as per details given in the 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".

Name of the Vendor with Signature & Office Stamp

- (i) In case of partnership firm, near relative certificate by all partners
- (ii) In case of company near relation certificate by all the Directors.

ANNEXURE-5

E-TENDERING INSTRUCTIONS TO BIDDERS

General

These Special Instructions (for e-Tendering) supplement "Instruction to Bidders", as enclosed in Sec 4 Part A of the Tender Documents. Submission of Bids only through online process is mandatory for this Tender.

For conducting electronic tendering, BSNL BIKANER has decided to use the portal <u>http://www.etenders.gov.in/eprocure/app</u> through Central Public Procurement Portal of NIC, (Govt. of India) New Delhi.

1. Tender Bidding Methodology:

Sealed Bid System - 'Single Stage Using Two Envelopes',

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

2. Broad outline of activities from Bidders prospective:

- 1. Procure a Digital Signing Certificate (DSC)
- 2. Register on Central Public Procurement Portal (CPPP)
- 3. Create Users and assign roles on CPPP
- 4. View Notice Inviting Tender (NIT) on CPPP
- 5. Download Official Copy of Tender Documents from CPPP
- 6. Clarification to Tender Documents on CPPP
- Query to BSNL (Optional)
- View response to queries posted by BSNL, as addenda.
- 7. Bid-Submission on CPPP: Prepare & arrange all document/paper for submission of bid online and **o**ffline.
- 8. Submission of offline documents in sealed envelope to AGM (PLANNING) O/o GM BKANER BA, BIKANER-301001 on or before due date & time.
- 9. Attend Online Tender Opening Event (TOE) of Techno-commercial Part
- 10. View Post-TOE Clarification posted by BSNL on CPPP (Optional) Respond to BSNL's Post-TOE queries
- 11. Attend Online Tender Opening Event (TOE) of Financial-Part (Only for Technical Responsive Bidders).

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

screens of the CPPP.

3. Digital Certificates:

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

4. Registration:

To use the CPPP (<u>https://www.etenders.gov.in/eprocure/app</u>)/, vendor needs to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User of that organization. For further details, use the CPPP www.etenders.gov.in/eprocure/app, the vendor should visit the home page of the portal www.etenders.gov.in/eprocure/app and go to the e-procure link then select Bidders Manual KIT and follow further instructions as given on the site.

On successful submission of Registration details. Please contact NIC Helpdesk as given below, to get your registration accepted/activated.

BSNL Contact-1	
BSNL's Contact Person	Sh. Lalit Aseri, AGM(Planning)
Telephone & Mobile	0151-2541000
E-mail ID	sdepIng.bik@gmail.com
BSNL Contact-2	
BSNL's Contact Person	Sh. Rakesh Payal
Telephone & Mobile	0151-2526691
E-mail ID	sdepIng.bik@gmail.com

5. <u>Method for submission of bid documents:-</u>

The bid-submission shall be online on CPPP, however, some documents mentioned in clause 5.2 are to be submitted physically offline as follows:

5.1 <u>Online submission</u>:

S.No	Contents of 1st Envelope (Techno-Commercial Bid) (As applicable) (To
	be submitted on line)
1	DD/Cash/FDR/Bank Gurantee for Tender Fee & EMD as per NIT or
	Valid MSE Certificate of tendered items for exemption
2	Experience Certificate as per NIT
3	Original Bid Document digitally signed
4	Valid PAN No.
5	GST Registration Certificate or exemption certificate No.
6	Original Bid Form
7	Tenderer's Profile
8	Power of Attorney as per tender if any
9	Declaration regarding no addition/deletion in tender document
10	Declaration regarding Non Black List anywhere
11	Near relative certificates(s) as per tender
12	EPF Registration certificate or declaration for submission at the time of
	agreement/for non-applicable
13	ESI Registration certificate or declaration for non-applicability.
14(a)	Certificate of Registration of Firm
14(b)	Article of Memorandum of Association or Partnership deed (which one is
14()	applicable)
14(c)	Affidavit for Sole Proprietorship.
15	Clause by Clause compliance certificate
	Contents of 2nd Envelope (Financial Bid/ BoQ) (To be submitted online)
1	Original Price Schedule (BOQ)

- Note:- (i) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning "The document < Name> called vide clause______is not applicable on us".
 - (ii) If document asked for contains more than one page then all those pages may be uploaded in one PDF format file
- Please take care to scan documents such that the total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
- b. Utmost care may be taken to name the files / documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed.
- c. It is advised that all the documents to be submitted as mentioned above of bid document are kept scanned or converted to PDF format in a separate folder on your computer before starting on-line submission. Price schedule (Financial Bid / BOQ) may be downloaded and rates may be

filled appropriately. This file may also be saved in a secret folder on your computer.

d. The names and total size of document (Preferable below 50 MB) may be checked before uploading.

5.2 Offline Submissions:

The bidder shall submit the following documents offline to AGM (Planning) O/o GM BKANER BA, BSNL, BIKANER - 334001 on or before the date & time of submission of bids specified in DNIT, in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words "DO NOT OPEN BEFORE" (due date & time), Bidders Name, address and Mobile number/Telephone number.

- 1. EMD-Bid Security DD/ Bankers cheque (Original copy) of amount specified in NIT.
- 2. DD/ Bankers cheque against payment of tender fee (Original copy) of amount specified in NIT.
- 2. Power of attorney as per tender clause. (If applicable)
- 3. All original affidavits related to this tender.
- 4. Note: The Bidder has to upload the Scanned copy of all above said documents during online Bid submission also. The bid without offline documents will be declared Non-Responsive.

1. Special Note on Security of Bids:

Security related functionality has been rigorously implemented in CPPP in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in CPP.

7. Public Online Tender Opening Event (TOE) :

CPPP offers a unique facility for "Public Online Tender Opening Event (TOE)". Tender Opening Officers as well as authorized representatives of bidders can attend the **Public** Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders duly authorized are requested to carry laptop and wireless connectivity to internet.

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

- The bids will be opened in 2 stages i.e.(i) Techno-commercial bid & (ii) **Financial bid (BOQ)**. The techno-commercial bid shall be opened on the date of tender opening given in DNIT. The financial bid (BOQ) will not be opened on the date of opening of techno-commercial bids.
- As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself) by the TOC, salient points of the bids are simultaneously made available for downloading by the participating bidders. The documents will be opened

from the Techno-commercial bid one by one and the same report of TOC will be uploaded on etender portal.

- Thereafter the TEC will evaluate Techno-commercial bids and the report of TEC will be approved by competent authority and the same report of TEC will be uploaded on e-tender portal of techno-commercially compliant bidders for information of financial bid opening.
- The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority will be opened by TOC in front of techno-commercially eligible bidders/authorized representatives.

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

- a) Name of the Bidder
- b) Name of the item
- c) EMD amount & validity and acceptability
- d) Information in respect of eligibility of the bidder
- e) Details of bid modification / withdrawal, if applicable
- (iii) The following information should be read out at the time of Financial bid opening:-
- a) Name of the Bidder
- b) Name of the item
- c) Quantities / prices quoted in the bid
- d) Taxes & levies.

8. PRICE SCHEDULE / (Financial bid)

Utmost care may kindly be taken to upload Price Schedule (**Financial bid**). Any change in the format of Price Schedule (**Financial bid**) shall render it unfit for bidding. Following steps may be followed:-

- 1. Down load price quoted rates in XLS format.
- 2. Fill rates in down loaded price schedule as specified in XLS format only in white back ground cells. Don't fill in grey back ground cells.
- 3. File is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and has to be uploaded
- 4. Save filled copy of downloaded price schedule (**Financial bid**) in your computer and remember its name & location for uploading correct file (duly filled in) when required.

9. OTHER INSTRUCTIONS :

For further instructions, the bidder should visit the home-page of the portal 9

(www.etenders.gov.in/eprocure/app), and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal.

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

The following "FOUR KEY INSTRUCTIONS for BIDDERS" must be assiduously adhered to:

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

While the first three instructions mentioned above are especially relevant to first-time users of CPPP, the fourth instruction is relevant at all times.

(BSNL shall not be responsible any problem arising out of internet connectivity issues).

10. Minimum Requirements at Bidders end

Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)

Broadband connectivity.

Microsoft Internet Explorer 6.0 or above

Digital Certificate(s) for users.

Note: Please visit CPPP (https://www.etenders.gov.in/eprocure/app) for more details and latest amendment

ANNEXURE-6

UNDER TAKING/ DECLEARATION NO ADDITION/DELETION IN TENDER DOCUMENT

То

The GM BKANER BA,

O/o BSNL BIKANER

Tender No: S-484/e-Tender/Rigger Service/BIK SSA/2023-24 Dated: 16.05.2023

I/We	Prop/authorized	signatory	of
M/s		hereby decl	lared
that: -			

- 1. No addition/deletion/correction has been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the web site.
- 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.
- 3. In case it comes to the notice that the declaration/ documents/ information given by me/ us against this Tender are false, the GM BKANER BA, **BIKANER** BSNL, is fully empowered to forfeit my SD/EMD/bill amount pending with BSNL without prior intimation. In addition, BSNL may debar the contractor from participation in its future tenders.

Signature of Tenderer

(Name.....)

Address.....

ANNEXURE-7

То

The GM BKANER BA,

O/o BSNL, BIKANER

Tender No: S-484/e-Tender/Rigger Service/BIK SSA/2023-24Dated: 16.05.2023

UNDER TAKING/ DECLEARATION REGARDING NEVER BLACK LISTED

I / We_____(Name of Prop/ Part/Dir.)

_____(Name of firm/ Company)

_____(Address)

Here by give the under taking that the documents submitted by me for tender in BSNL are genuine.

I/We also declare that my firm as stated above or the partner/ proprietor therein have never been black listed by BSNL or any other organization/ firm in which I/We were/ are partner/ proprietor.

Signature of Tenderer

(Name of Tenderer)

Address.....

<u>Annexure-8</u>

Clause by Clause compliance certificate

Signature of the bidder

Name of the bidder with date and seal