



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprises)
Office of the General Manager,
Telecom District Bhubaneswar-751022.

BID DOCUMENT

**TENDER FOR TRASPORTATION OF TELECOM
STORE/MATERIALS IN BHUBANESWAR SSA**

**FOR THE YEARS 2013-14 & 2014-15
(TWO YEARS)**

TENDER No. GC-610/13-14

BHARAT SANCHAR NIGAM LIMITED
(A GOVT. OF INDIA ENTERPRISE)
O/o GENERAL MANAGER TELECOM DISTRICT, BHUBANESWAR-22

TENDER NOTICE NO:GC-610/13-14

Dated :01/06/ 2013

Wax/cello-tape sealed tenders are invited by Sr. GM, TELECOM DISTRICT, BHUBANESWAR from the eligible contractors for transportation of the Telecom materials in the area under the jurisdiction of Bhubaneswar Telecom District and/or any other material to be transported from/ to any part of Odisha / Eastern India to/ from Bhubaneswar Telecom District as and when required.

Cost of bid document in Rs.	Estimated cost of tender	EMD	Date and Time of		
			Issue of paper	Receipt of paper	Opening of qualifying Bid
Rs 525/- including Vat 5%	Rs.30 Lakhs	Rs 75,000/-	From 03.06.2013 to 24.06.2013 (1100 Hrs to 1300Hrs)	Up to 1330 Hrs on 24.06.2013	On 24.06.2013 at 1500 Hrs at Recreation Club of GMTD Office

A. Eligibility criteria:

1. Experience Certificate : Bidders should have executed transportation works of electrical / telecom stores such as U/G cable, OF Cable, L&W, PLB Pipes, Battery, Power Plant, Telecom Switching equipments etc. of Central Govt. Depts./ PSUs and their total turnover during 2011-12 and 2012-13 taken together should not be less than 10 (Ten) lakhs. The certificate to this effect should have been signed / issued by an officer not below the rank of Superintendent of Engineer / DGM or equivalent.
2. The bidder must have a PAN card.
3. The bidder must have a Service Tax registration number as a transporter of goods by road.
4. In case of the bidder being a partnership firm, the partnership deed along with the power of attorney in original by all the partners in favor of the signatory of the bid must be furnished.
5. The bidder must have his office at Bhubaneswar as it will be convenient and in the interest of BSNL to get the work done at short notices as and when required.

B .Bid documents can be had:

a) From SDE (Plg), O/o GMTD, Door Sanchar Bhawan, BBSR on written application with the copies of documents in support of their eligibility to participate in the tender along with the cost of bid document as mentioned in the form of DD from any nationalized / scheduled Bank in favour of **AO(Cash), BSNL, O/o GMTD, BBSR** payable at Bhubaneswar.

b) Eligible bidders can download the entire bid document from the website www.orissa.bsnl.co.in (Bhubaneswar site) and submit the same within scheduled time and date along with the required cost of the bid document (Rs.525/-) in the form of DD from any Nationalized/Scheduled Bank in favor of AO(Cash), BSNL, O/o GMTD, BBSR payable at Bhubaneswar. The DD, documents conforming to the eligibility criteria

as mentioned in clause 'A' of the document and other documents as mentioned in Clause 7 (Page-3) are required to be kept in the "Envelope-A: Qualification Bid". Any one of the document (As per Clause 7) missing in the qualifying Bid will be treated as the bid is nonresponsive and financial bid will not be opened. The financial bid of those tenderers who qualify in the qualifying bid only will be opened by the opening committee as per time and schedule which will be intimated later. All the envelopes containing documents should be wax/cello-tape sealed and name and address of the bidder should be written on the left side of each envelope. Envelope B: Financial bid should contain ANNEXURE - V.

The details terms and conditions etc. are available in the tender document. Tenders without EMD will be rejected. The Sr. GMTD Bhubaneswar reserves the right to reject any or all tenders without assigning any reason thereof. The wax/cello-tape sealed tenders can be dropped in the tender box available in the chamber of AGM (Plg), 2nd Floor, Room No.213, Door Sanchar Bhawan, O/o GMTD, BBSR The sealed tenders can be sent by registered post addressed to :-

Shri K. Lakra
Addl. General Manager (R&A),
O/o Sr. GMTD, BSNL
Room No. 216, Door Sanchar Bhawan, Unit-IX
Bhubaneswar-751022

Tender received through post must reach this office before the opening date of tender will not be accepted. Tender received through post in tampered condition will not be accepted.

Tenders not sealed in Wax / Cello-tape will not be entertained.

Addl. General Manager (R&A)
O/o Sr. G.M.T.D., BBSR-22.

SPECIAL CUM COMMERCIAL CONDITIONS OF TENDER:

1. **Scope of Work:** For transportation of the telecom material viz U/G cable, OF cable, L&W, PLB Pipe, Battery & Power Plant, Joint Kits etc. in the area under the jurisdiction of Bhubaneswar Telecom District and/or any other material to be transported from/ to any part of Odisha/India to/ from Bhubaneswar Telecom District Store as and when required.

2. Approximate estimated cost of the tender Rs. 30,00,000/- (Rupees Thirty lakhs) for 2 (Two) years.

3. N.I.T.No: GC-610/13-14

4. **EARNEST MONEY-DEPOSIT-** The EMD of amount Rs.75,000/- (Rupees Seventy Five Thousand) only to be deposited in the form of account payee Bank Draft payable to Accounts Officer (Cash), BSNL, O/o. GMTD, Bhubaneswar payable at Bhubaneswar drawn on any scheduled/ nationalized Bank. The EMD shall be forfeited in case the tenderer withdraws his tender before the final acceptance or fails to enter into the prescribed agreement with BSNL for execution of work in case of successful tenderer. EMD of unsuccessful bidders will be refunded after finalization of the tender. In case of successful tenderer(s), the EMD will be refunded after signing the agreement.

5. **Validity of BID:** The bid validity period is 120 days from the date of opening of bid.

6. **Validity of Tender:** - The tender will remain valid for a period of two years from the date of signing the agreement. However, GMTD Bhubaneswar reserves the right to increase the validity period of the tender up to a maximum 6 (six) months. Accordingly the estimated cost of the tender may be revised up to 25% of the tender cost.

7. DOCUMENTS TO BE SUBMITTED WITH THE TENDER:

i). Experience Certificate—As described in Clause A(1) of NIT. **(Original)**

ii). PAN No. (Self Attested copy)

iii). Bank draft for Rs. 75,000/- (Rupees Seventy Five Thousand only) drawn in favour of the Accounts Officer (Cash), BSNL, O/o the GMTD, Bhubaneswar payable at Bhubaneswar towards EMD.

iv) **Service Tax Registration Certificate or declaration as per clause A (3) of NIT.** (Self Attested copy)

v) In case of a partnership firm, the self attested partnership deed and the power of attorney in original as per clause A(4) of NIT

vi). Tender document duly signed in each page.

vii) Declaration to the effect that no near relative of the bidder is / was working in BSNL as per Annexure-IV of the document.

viii) Financial BID as per Annexure-V duly filled in. (To be submitted in Envelope-B)

ix) Undertaking as per Annexure-VI duly filled in.

- x) Integrity Pact as per Annexure-VII duly filled in.
 - xi) Certificate regarding having own office at Bhubaneswar with the detail address and contact number of the bidder.
- NB:- The original of the above documents will be verified by TEC at the time of final verification and signing of contract. If any documents / declaration is found to be false/fake, the bidder will be disqualified for the above work and his EMD will be forfeited.

8. SECURITY

a) MATERIAL SECURITY including PERFORMANCE SECURITY DEPOSIT

The successful tenderer will have to deposit material security of Rs.5,00,000/- (Rupees Five lakhs) only valid up to six months after the period of contract by way of Bank Guarantee from a scheduled / nationalized Bank.

b) The contractor at any point of time will not be issued stores costing more than the material security. The proceeds of the material security shall be payable to the BSNL as a compensation for any loss resulting from the contractor's failure to handle properly the material issued to him under the contract.

c) The proceeds of the performance security shall be payable to BSNL as compensation for any loss resulting from contractor's failure to complete his obligations under the contract.

d) The security deposits shall be refunded after 30 months from the date of contract or six months from the date of last work executed whichever is later, provided there are no recoveries to be made arising out of bad or non performance and/or violation of any terms and conditions of the contract as stipulated in the bid document. The above amount will be released after getting certificate from concerned SDO/ SDE duly countersigned by the concerned DET /AGM regarding proper and safe delivery of materials transported.

9. SPECIFICATION FOR THE CONTRACT WORK OF TRANSPORTATION OF TELECOM STORE/ MATERIAL;

The work includes the transportation of the material in the area under the jurisdiction of Bhubaneswar Telecom District. It may also be noted that transportation of materials may be ordered to/from any part in Odisha/ India as and when required.

a) The rates should be quoted for Transportation of stores by shortest road distance per Km. in different type/sizes of vehicles (Three wheeler, Tata ACE/909/1109/1613/407) including loading and unloading charges at both end. The shortest road distance from the SSA store, Satya Nagar to different stations of the SSA are tentatively as follows: (i) Khurda = 27Km. (ii) Jatni = 25Km. (iii) Balugaon = 90Km., (iv) Barakul = 97Km, (v) Nayagarh = 84Km. (vi) Daspalla = 124Km. (vii) Pipili = 22Km (viii) Khellar = 27Km (ix) Nimapara = 38Km (x) Konark = 64Km. (xi) Puri =60Km. (xii) other places in Bhubaneswar SSA. Odisha/ out side Odisha- As per RTO approved distance.

b) The transporting firm will be responsible for any damage, shortage or missing of items while in transportation. The cost of the missing/damaged/ shortage material will be deducted from bill/material security.

c) The rates quoted should be valid up to two and half years and same will not be changed on any ground/ reason.

d) Work should be completed within maximum 48 Hrs from the issue of W/O or as per instruction.

- e) Rates are to be quoted irrespective of load of the truck.
 f) The SDOs/DEs will decide the type/size of the truck required depending upon quantity and type of store available. In urgent cases of requirement transportation may be done without full load taking prior approval of competent authority.
 g) The payment will be made for one way of the route (Onward only).

10. (a) Wax/cello-tape Sealed Tenders in sealed envelope super scribing tender number, closing date and time should be addressed to the Addl. G.M (R&A), O/o GMTD, Bhubaneswar and same may be dropped in the tender box kept in the chamber of AGM (Plg), O/o GMTD, Bhubaneswar.

(b) Method of preparation of bid: Bid for tender should be submitted in two Wax/cello-tape sealed envelopes. The envelope should contain the following

Envelope	Marked on the cover	Contents of the envelope
A. Qualifying Bid	Tender for transportation in BBSR SSA (Qualifying Bid)	Bid Security ie, EMD Required documents for Eligibility condition as mentioned in special cum commercial conditions of tender Clause No-7 of Page-4. Fee of application form (if applicable) Tender document duly signed, otherwise the bid will be rejected and financial bid will not be opened
B. Financial Bid	Rate List as Annexure-V	The Rate list duly filled in for all the three categories with the rate quoted both in figures and words

On the envelopes the name of the firm must be clearly mentioned and should be properly sealed (with sealing Wax/cello-tape). The conditional bids shall not be considered and will be outrightly rejected in very first instance.

11. The tenderer shall sign their proposal with the exact name of the firm to whom the contract is to be issued. If the firm is in partnership: name and address of each partner and in case of individual, his business address shall be given. The tender shall be duly signed and wax/cello-tape sealed by the tenderer.

12. Each tender shall be signed by tenderer or his representative duly authorised by tenderer.

13. Each tender shall be complete and free from ambiguity, alteration or interlineations and it shall accompany all necessary copies of documents.

14. In formulating their bids, the tenderer shall have full regard to the said contract. The bids will be deemed to have been made after taking into account all the provisions thereof. Agreement as finally executed if any will contain these instructions to the tenders and the tender format as proposed.

15. GMTD, Bhubaneswar reserves the right to reject any or all tenders without assigning any reason.

16. The validity of the bid should not be less than 120 days and may be extended if authority deems if necessary and fit. Bid of the shorter validity period are liable to be disqualified and the rates quoted shall be valid for two year from the date of acceptance of tender if accepted and the same may be extended up to another one year if Authority deems it necessary and fit.

17. The person/ persons/ staff deputed by Contractor will not be entitled to establish any claim for the employment in the Bharat Sanchar Nigam Limited.

18. The contractor shall give all details of the present positions of his assignments in other Govt. and semi Govt. organisations i.e. address and copy of the award of same type of contract work and moreover registers in this office and also be notified to the same as stated above. The tenderer shall submit the details of his past assignment/ assignments/ contract/ contracts/ work/ job as the case may be carried out successfully.

19. The entire work will be awarded to the L1 contractor as finalised by the TEC. However the Sr. GMTD reserves the right to distribute the total work among two or more firms provided the other participating bidders in ascending order of quoted rates will accept the L1 rate. They will be awarded work area wise which will be decided by the competent authority as follows:- (i) In case of two bidders, L1 will get 70% and L2 will get 30% (ii) In case of three bidders L1 will get 50%, L2 30% & L3 20%. If the particular firm does not carryout the work for particular area, the work will be awarded to L1/ other approved firm.

20. Contractor should provide proper identification card for his employee/ employees to be deputed by him for the work duly signed by the contractor or by the authorised person on behalf of contractor.

21. If the progress of work is suspended by force majeure conditions lasting for more than one month GMTD, Bhubaneswar shall have the option of cancelling the contract in whole or part thereof at his own discretion.

22. The tenderer will observe necessary formalities as per the provision of the labour act & BSNL will not in any way be responsible for any breach of labour act or any cases relating to labour and employment. However the following points may be implemented.

(a) Muster roll has to be maintained by the contractor in respect of contract labourers engaged by them.

(b) The payment of contract labourers by the contractor is to be carried out as per rate approved by the State Govt. from time to time.

(c) The contract labourers engaged by the contractors may be covered under ESI and EPF scheme by the contractor himself as per rules.

(d) The contractor will issue employment cards of engaged contract labourers.

23. LIQUIDATED DAMAGES:

a. If the contractor fails to complete the transportation in the time period as given by the Authority and/ or at any time repudiates the contract, the GMTD Bhubaneswar, without prejudice to any right or remedy available can recover from the contractor as ascertained and agreed liquidated damages to maximum of 10% of the contract value @1% per week (or part) of delay.

b. The contractor will be responsible for any damage/ loss of the material in transit. In case of any damage or loss, the cost of the damage and/ or loss will be recovered from the contractor and the decision of GMTD, Bhubaneswar shall be final.

24. SUB LETTING ASSIGNMENT:

The contractor shall not assign, subcontract or sublet the whole or any part of the work covered by the contract. In case it is proved that the tenderer has engaged subcontractors the tender awarded in his favour would be treated as null and void and SD will be forfeited.

25. TERMINATION:

a. In case of contractors not observing the terms and conditions as mentioned above, a notice will be issued to the contractor and upon not receiving satisfactory reply within seven days from the issue of the notice, GMTD, Bhubaneswar reserves the right to terminate the contract.

b. Termination for unsatisfactory performance:

In case the contractor's performance is not satisfactory, the GMTD has got the right to engage another contractor. While doing so, if the expenditure incurred is more than the quoted value, the extra cost will be recovered from the original contractor.

c. GMTD if considers that the performance of the job is unsatisfactory or not up to the expected standards, the GMTD, Bhubaneswar shall notify to the contractor, in writing, and may specify in details of the cause of its dissatisfaction. The GMTD, Bhubaneswar shall have the option to terminate this agreement if the contractor fails to comply with the requirement contained in the said written notice issued by the GMTD, Bhubaneswar to the contractor within 7 days of the receipt thereof.

26. TERMS OF PAYMENT:

a. Bill in triplicate to be submitted to field office for necessary verification and processing. No advance payment in any form will be made. After satisfactory completion certification of work the contractor shall prefer the bill along with all required documents i.e. proper work order by field officers viz. SDE and DE of the concerned section duly counter signed by concerned higher officer. The bill shall be certified by the concerned SDO/SDE and duly countersigned by the DE or by next higher authority. The bill shall have printed Bill No., PAN based Service Tax Regn. No. and service tax components shall be clearly indicated separately viz, Service Tax, Education Cess and Higher Education Cess.

27. INSURANCE:

a. The contractor shall provide insurance to cover his men and material, machinery and equipment. The GMTD, Bhubaneswar shall not be liable to any claim for accident/ loss during execution of the work. The vehicle used for transport should have valid registration No., up-to-date road tax payment receipt, valid permit, valid fitness documents etc. The driver should have appropriate and valid driving license. The Office shall not be responsible for any financial or other injury to any person deployed by the service providing agency in the course of their performing the functions/duties or payment towards any compensation.

28. TAXES AND DUTIES:

- a. Service Tax has to be claimed in the bill and shall be indicated as per clause no.26. Income tax shall be recovered as applicable. Other Tax if levied by state/central Govt. at any time will be recovered as per actual.
- b. Charges payable shall be firm during that period of the contract or any extension thereof and no escalation shall be allowed on any ground whatsoever.
- c. The contractor shall be liable to pay all the license fee or any other fees as required by any authorities of the Central and/or State Government.

29. FORCE MAJEURE:

a. If 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, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any 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 may come to an end or cease to exist, and the decision of the Contractor as to whether the works 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 60days either party may, at his option terminate the contract.

b. 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, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of contract in possession of the contractor at the time of such termination of such portion thereof as the BSNL may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the BSNL elect to retain.

30. ARBITRATION:

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 General Manager, Telecom District, BSNL, Bhubaneswar 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

a. Being entrusted whether in addition to the functions of the General Manager, Telecom District, BSNL, Bhubaneswar or by whatever designation such officer may be called (hereinafter referred to as the said officer) and if the General Manager, Telecom District, BSNL, Bhubaneswar or the said officer is unable or unwilling to act as such, the sole arbitrator or some other person appointed by the General Manager, Telecom District, BSNL, Bhubaneswar or the said officer.

The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

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

- b.** The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid 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.
- c.** The venue of the arbitration proceeding shall be the Office of the General Manager, Bhubaneswar or such other places as the arbitrator may decide.

31. 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 BSNL or the Government 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 of Govt. or such other person or persons contracting through Government of India.

The terms and conditions enumerated in the above as different clauses shall be binding and the bidder shall have to accept them in writing along with the tender. Also other terms and conditions enumerated in the bid document shall be binding on bidder.

Annexure-I
TENDERER'S PROFILE

Passport size
Photograph (To be
pasted) of the
Tenderer / authorized
Signatory holding
Power of Attorney
with signature on the
front side of Photo
graph overlapping the

1. Name of the individual tenderer /firm
2. Name of the person submitting the tender whose photograph is affixed
Shri / Smt
- (In case of proprietary /Partnership firms, the tender has to be signed by proprietor/
authorized partner (power of attorney holder) only, as the case may be)
3. Address of the individual tenderer /firm / office :
.....
4. Address of the office of the tenderer (if different from above)
5. Tel. Nos. with STD code (O)(Fax).....(R)
Mobile No Email ID
6. Registration & incorporation particulars of the firm :
 - i) Proprietorship
 - ii) Partnership
 - iii) Private Limited
 - iv) Public Limited(Please attach attested copies of documents of registration/incorporation of your firm
with the competent authority as required by business law)
7. Name of Proprietor/ Partner / Directors
8. Tenderer's bank, its address and his current account number
.....
.....
9. PAN & Income tax circle
- (Please attach a copy of PAN Card)

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

Signature of tenderer/Authorised signatory

Name of the tenderer

Seal of the tenderer

Place:

Date:

Annexure-II
AGREEMENT

An agreement is entered into between the General Manager Telecom Dist. Bhubaneswar representing B.S.N.L. and (Contractor) on this day of for transportation of stores in response to the Tender Notice No:.....

M/s..... has agreed to carry out the said work under the terms and conditions fixed for the successful tenderer for a period of two year.

Further M/s declared as approved contractor for above work under the GMTD, Bhubaneswar and accepted by him.

M/s..... further undertakes to abide by the terms and conditions as prescribed in the approved tender.

M/s further agrees that in the case he fails to carry out and complete the said work within the specified time given in work order, he shall have no claim for material security and he shall be liable to bear the loss sustained by the B.S.N.L. thereby.

Contractor

Signature

Signature

Addl. General Manager (R & A)
O/o Sr. GMTD, Bhubaneswar

Name:

Name

Address:

Address

Witness

Witness

Name &Address

Name & Address

Annexure-III

Material Security Bond Form

Where as
(herein after called the contractor) has been awarded the contract for providing Telephone and broadband connections at sub's premises as per tender number GC-610/13-14 *know all men* by these presents that we the contractor having registered office at are bound unto at
(herein after called BSNL) in the sum of Rs..... (Rupees.....)
.....)
for which payment will and truly to be made of BSNL, the bank binds itself its successors and assigns by these presents.

The **conditions** of the obligations are :-

- i. If the contractor is unable to keep stores issued to him properly, that is, the stores provided to the contractor are damaged or
- ii. The stores issued to the contractor are stolen or
- iii. The contractor is not able to provide proper account of the stores issued to him/her/them by BSNL

We undertake to pay to BSNL upto the above amount upon receipt of its first written demand with out BSNL having to substantiate its demands provided that in its demands BSNL will note that the amount clamed by it is due to it owing to the occurance of one or two or all of the three conditions specifying the occured condition or conditions.

This guarantee will remain in force up to and including one hundred and eighty (180) days after the period of contract validity and any demand thereof should reach the Bank not later than the above date.

Signature of the Bank

Signature of witness

Name of witness

Address of witness

Annexure-IV

DECLARATION

I -----Son/Daughter of Sri ----- here by declare that none of my near relative (as mentioned in the tender document) is / are employed in BSNL, Bhubaneswar SSA. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior information to me.

Signature of Tenderer/ Partner

NB : In case of partnership firms, this declaration may be given by all the partners of the firm.

ANNEXURE –V
FINANACIAL BID

Transportation of any type of telecom store by nearest road including loading and unloading	Rate in rupees per Km. inclusive of taxes & duties except Service Tax for all areas of BBSR SSA except Bhubaneswar city		Rate exclusively for Bhubaneswar City only inclusive of taxes & duties except Service Tax		Rates from RTSD Satya Nagar to SSA Store, Satyanagar inclusive of taxes & duties except Service Tax		Rate (in Rupees) per Km inclusive of all taxes except service tax from / to out side BBSR SSA to/from SSA Store at Satyanagar	
	(In figure)	(In words)	(In figure)	(In words)	(In figure)	(In words)	(In figure)	(In words)
1) By Three Wheeler.								
2) By ACE Type Truck or equivalent.								
3) By TATA-407 Type Truck or equivalent.								
4) By TATA-909 Type Truck or equivalent.								
5) By TATA- 1109 Type Truck or equivalent.								
6) By TATA- 1613 Type Truck or equivalent								

Service Tax, if applicable, shall be charged extra as applicable.

1. The rate will be calculated for one way only. (Onward)
2. The store will be transported at the bidder's risk safely without any damage, leakage or missing of items. For any damage or leakage, he shall be wholly responsible and shall pay the necessary cost of the missing/-damaged items.
3. Loading and unloading charges at both ends should be included in the rates.
4. Transportation of telecom stores from / to station out side Bhubaneswar SSA to / from SSA to Satyanagar may require the tenderer to insure adequately the stores before transportation by road.

SECTION – VI

UNDERTAKING

I, Shri/Smt
Son/Daughter of Shri do
hereby undertake that all the documents / certificates
submitted by me with this tender (tender for transportation of
Telecom Store / materials for Bhubaneswar SSA) are true and
are exact copies of the original documents/certificates are
available with me.

I further undertake that if at any time any information
furnished in the documents / certificates submitted by me are
found to be false, BSNL will have every right to take suitable
action against me including forfeiture of my security
deposit/material security deposit, termination of my contact
agreement and/or black-listing of my contract as deemed fit.

SECTION - VII

INTEGRITY PACT

Between

Bharat Sanchar Nigam Limited (BSNL)/ hereinafter referred to as “The Principal”

And

..... hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principals of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the principal

- (1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a). No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - (b). The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c). The Principal will exclude from the process all known prejudiced person.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a). The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, Promise or give to any of the principal’s employees involved in the tender process or the execution of the contract or to any third person any material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b). The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, subsidiary contracts, submission, or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c). The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India, further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d). The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outline above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before contract award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the defined procedure.

Section 4-Compensation for Damages

(i). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damaged equivalent to Earnest Money Deposit/Bid Security.

(ii). If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, or if the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit/ Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the tender.

Section 5- Previous transgression

(i). The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(ii). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

Section 6- Equal treatment of all Bidders/ Contractors/ Subcontractors

- (i). The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.
- (ii). The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
- (iii). The Principal will disqualify from tender process all bidders who do not sign this pact or violate its provisions.

Section 7- Criminal charges against violating Bidder(s) /Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office.

Section 8- External Independent Monitor/ Monitors

1. Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligation under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of the BSNL.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s)/ Subcontractor(s) with confidentiality.

Notwithstanding anything contained in the Section, the Bidder(s) /Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s) /Contractor(s) shall not be required to provide any data relating to its other customer, or any personnel or employee related data.

4. The Principal will provide to the Monitor sufficient information about all meeting among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9- Pact Duration.

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, BSNL.

Section 10- Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document/ contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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For the Principal

For the Bidder/Contractor

Place.....

Witness 1:

Date.....

Witness 2:

----- End of Bid document of Tender No. GC-610/13-14 -----