



**BHARAT SANCHAR NIGAM LIMITED**

**A**

**(Govt. of India Enterprises)**

**Office of the General Manager,  
Telecom Dist-Bhubaneswar- 751022**

**TENDER DOCUMENT**

**FOR**

**REPAIRING OF**

**FAULTY EPBTS (Electronic Push Button Telephones)**

**IN**

**BHUBANESWAR TELECOM DISTRICT**

**TENDER NO:GC - 609 / 13-14**

**BHARAT SANCHAR NIGAM LIMITED**

**O/o-The General Manager, Telecom District,  
Bhubaneswar- 751022.**

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NIT No:GC-609/13-14

Dated at Bhubaneswar 03.06.2013

Wax/Cello-tape sealed tenders are invited from bonafide and experienced contractors for repairing the faulty EPBTs work in the jurisdiction of Bhubaneswar Telecom District.

**A Eligibility criterion:**

The contractor should have work experience in repairing of EPBT/CLIP EPBT for Rs.3,00,000/- (Rupees Three lakhs only) during last two years. (11-12 & 12-13 taken together) Experience certificate in this regard should have been issued by an officer not below the rank of Deputy General Manager or equivalent. Tender paper will be issued to those applicants on production of A/C Payee Bank Draft Rs.525/- (Rupees Five hundred twenty five only) including VAT@5%) drawn in favour of A.O (Cash), BSNL, O/o GMTD, Bhubaneswar payable at Bhubaneswar drawn on any Nationalized/Scheduled Bank & self attested copies of following documents to SDE (Planning), O/o GMTD, Bhubaneswar.

1. Experience certificate as above.
2. PAN No.
3. Valid Service Tax Registration Certificate.
4. Valid DIC registration for repair of EPBT
5. In case of a partnership firm, the self attested partnership deed and the power of attorney in original by all the partners in favor of the signatory of the bid must be furnished.

Name of the tender & No.	Cost of bid document	Estimated Cost of tender	EMD	Date and time for issue of tender paper	Last date and time of receipt of Tender document	Date of opening
Repairing of faulty EPBTs , No-GC-609/13-14	Rs 525/- Including Vat 5%	Rs.6 Lakhs	Rs.15,000/-	From 04.06.2013 to 26.06.2013 (Between 1100 hrs to 1300hrs)	26.06.2013 (upto 1330hrs)	26.06.2013 (1500 hrs in the Recreation Club of GMTD Office

Eligible bidders can download the entire bid document from the website [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in) and submit the same within scheduled time and date along with the required cost of the bid document Rs.525/-(Rupees Five hundred twenty five only) each in the form of DD from any Nationalized Bank/ Scheduled Bank in favour of A.O (Cash), BSNL, O/o GMTD, Bhubaneswar payable at Bhubaneswar. The DD, documents conforming to the eligibility criteria and other documents (As mentioned in Clause No.11 of the document) are required to be kept in the “Envelope-A: Qualification Bid”. The financial bid containing Annexure – III should be kept in a separate Envelope called “Envelope B”. 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 sealed and name and address of the bidder should be written on the left side of each envelope. The downloaded bid document must be filled up and enclosed with the bid cost Rs.525/- in the form of DD other wise the bid will be rejected.

The detail terms and conditions, EMD particulars etc. are available in the enclosed tender document. Tenders without EMD will be rejected. No exemption Cost of Tender Documents and EMD under NSIC is permitted. The Sr. GMTD, Bhubaneswar reserves the right to reject any or all tenders without assigning any reason thereof. The sealed tenders can be dropped in the tender box available in the chamber of AGM (Planning), 2<sup>nd</sup> 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**

Tenders sent by post must reach this office by 14:00 hours on the opening date of tender. The tenders received after opening of tender will not be accepted. Tender received through post in tampered condition will also not be accepted and be summarily rejected.

**Tenders not sealed in Wax/Cellotape will not be entertained.**

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

## **SPECIAL COMMERCIAL CONDITIONS OF TENDER**

- 1. Name of the Work:** Repairing of faulty EPBTs (Electronic Push Button Telephones) in various areas of Bhubaneswar Telecom District.
- 2. Approximate estimated cost:** Rs.6,00,000/-(Rupees Six Lakhs only).
- 3. N.I.T.No:** GC- 609/13-14.
- 4. EARNEST MONEY-DEPOSIT**- The EMD for Rs.15,000/- (Rupees Fifteen Thousand only) is to be deposited in the form of account payee Bank Draft payable to Accounts Officer Cash, BSNL, O/o. GMTD, Bhubaneswar, drawn on any Nationalized Bank. EMD of unsuccessful contractors will be refunded after finalization of the tender. For successful tenderers, the EMD will be refunded after signing the agreement and depositing Material Security.
- 5. Validity of Bid**- The bid validity period is 150 days.
- 6. Validity of tender:** After approval of the tender the successful tenderer will have to execute an agreement with GMTD, BN for a period of **1 (One) year**. However the authority reserves the right to increase the validity period of the tender upto maximum six months with the same approved rate. Accordingly the estimated cost of the tender may be revised up to 50% of the tender cost.
- 7. ELIGIBILITY CRITERION**:- The contractor should have experience in repairing of faulty EPBT / CLIP EPBT for Rs.3,00,000/-(Rupees Three lakhs only) in last two years (11-12&12-13 taken together). Experience certificates must have been issued by an officer not below the rank of Deputy General Manager or equivalent.
- 8. Documents to be submitted along with completed tender document.**
  - (A) 1.** Experience certificate as per clause 7 above
  2. PAN No.
  3. Valid Service Tax Registration Certificate.
  4. Valid DIC registration for repair of EPBT
  5. Bank draft for Rs.15,000/- (Rupees Fifteen Thousand only) Towards EMD drawn in favour of A.O (Cash), BSNL, O/o Sr. GMTD, Bhubaneswar.
  6. Tender document duly signed on each pages.
  7. Financial Bid duly filled on as per Annexure-III.
  8. No near relative declaration certificate
  9. In case of a partnership firm, the self attested partnership deed and the power of attorney in original as per clause A(5) of NIT
  10. Undertaking as per Annexure-VI duly filled in.
  11. Integrity Pact as per Annexure-VII duly filled in.

### **(B) MATERIAL SECURITY AND SECURITY DEPOSIT**

- a) The successful tenderer will have to deposit materials security of Rs.30,000/- (Rupees Thirty Thousand only) in the form of bank guarantee valid up to and including six months after the period of contract (i.e. eighteen months) from a Nationalized Bank/Scheduled Bank.

Read, understood and complied

Date:

Signature of Tenderer

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 contractors 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 18 months from the date of contract or after six months of the date of last work executed whichever is later, 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.

### **9. Liquidated Damage:**

#### **(I) For delays in the contractor's performance:**

a). The time allowed for completion of work vide clause 13c shall be strictly adhered to by the contractor and shall be reckoned from the seventh day from the issue of the work order by BSNL. The contractor shall pay as penalty amount equal to 1 % of the amount of the incomplete work for every one week of delay in completion of work subject to a maximum of 25 % of the cost of the work awarded.

b). On any date, the penalty payable as above reaches 25 % of the estimated cost of the work, the contractor should proceed with the work further only on getting a written permission from the concerned DE / AGM.

c). Penalty for delay in completion in work shall be recovered from the bill of the contractor and/ or by adjustment from the SD or from the bill of any other contract. However adjustment from SD will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.

#### **(II) For Repairing (RNP Clause)**

a). After the faulty EPBT's are received from the SDOs as per the work order by the tenderer those should be returned back within the time mentioned vide clause 13c & no EPBT can be returned as RNP (i.e. repair not possible) subject to a maximum of 1% of no. of EPBT's received for repair as per the particular work order. Failing this full cost of such EPBT's beyond 1% refused to repair shall be recovered from the tenderer.

b). If the EPBTs become faulty within guarantee period of six months after repair, the tenderer has to repair the same free of cost.

Read, understood and complied

Date:

Signature of Tenderer

**10. The near relative of employees of BSNL is prohibited from participation in this tender.** The near relatives for this purpose are defined as , (a) Members of Hindu undivided family (b) They are husband & wife(c)The one related to other in the manner as father, mother, son(s) & son's wife (daughter in law), daughter(s) & daughter's husband (son in law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in law)

**11. DOCUMENTS TO BE SUBMITTED WITH THE TENDER:**

- i). **Experience certificate** Experience certificate showing the contractor having any work experience in repairing of EPBT for Rs.3,00,000/-(Rupees Three lakhs fifty thousand only) during last 2 (Two) years (11-12 & 12-13 taken together). Experience certificates should have been issued by an officer not below the rank of Deputy General Manager or equivalent (Self Attested copy).
- ii). PAN No. / GIR No. (Self Attested copy).
- iii). Rate sheet duly filled in.
- iv). Bank draft of amount Rs.18,750/- (Rupees Eighteen Thousand seven hundred fifty only) drawn in favour of the Accounts Officer (Cash), BSNL,O/o the GMTD, Bhubaneswar payable at Bhubaneswar towards EMD from Nationalised Bank/Scheduled Bank.
- v). Valid Service tax registration certificate (Self Attested copy)
- vi). Declaration as a proof of not a near relative of any BSNL employee (description given in clause no 10 of this document) as given in the annexure of the tender document.
- vii). Tender document duly signed in each page.
- viii) Valid DIC registration for repair of faulty EPBT

**12. ADDRESSING THE TENDER** –The bidders are requested to submit their bid in two different sealed cover one as “QUALIFYING BID” and the other as “FINANCIAL BID”. The qualifying bid will consist of documents as per Clause No-11 & the financial bid will contain the rate quotation in the prescribed format in ANNEXURE-III. Both above covers such as QUALIFYING BID and FINANCIAL BID must be kept in another third cover which also to be sealed with WAX/Cello tape. All the three covers must be addressed to AGM (Planning), 2nd Floor, Room No.213, Door Sanchar Bhawan, O/o GMTD, BBSR and should be superscribed as “Tender for Repairing of faulty EPBTs in Telecom District Bhubaneswar” with bidder's name and Address. If the bidder fails to write all the above information on the bid envelope, the same may not be opened and summararily treated as rejected.

The bids addressed to DGM (R & A), O/o GMTD, Bhubaneswar must be dropped in the sealed tender box kept in the office of AGM (Plg.), O/o GMTD, Bhubaneswar by the time mentioned in NIT.

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.**

Read, understood and complied

*Date*

*Signature of Tenderer*

Tender received through post must reach this office before the opening date/time of tender & tenders received after the stipulated time will not be accepted. Tender received through post in tampered condition will also not be accepted.

**Tenders not sealed in Wax/Cellotape will not be entertained.**

The qualifying bid will be opened on same day at 15.30 hrs in the presence of tenderers or their representatives. The financial bid of those tenderers who qualify in the qualifying bid only will be opened by the opening committee as per time schedule which will be intimated later.

**13. SPECIFICATION OF WORK:**

a) The tenderer should undertake the repairing of EPBT's/CLIP EPBTs of all type including Plan EPBTs under different Sub-Divisions of Bhubaneswar Telecom District, irrespective of make being used in the Department. In case the tenderer does not intend to repair any particular make he should mention it in the tender itself. No further request will be entertained in this regard.

b) The faulty EPBT's will be given to the tenderer or his authorized representatives by the SDO's through a work order which shall contain all details of faulty EPBT like make, type, Sl.No. etc.

c) The tenderer must complete the repair work of all the EPBTs handed over to him within 15 days of issue of Work Order.

d) All the spares, tools and equipments required for the repair will be arranged by the successful tenderer.

e) The tenderer shall be required to guarantee the repaired EPBT's against further fault for a period of six months. In case of fault within the guarantee period the same has to be repaired free of cost by the tenderer. The tenderer shall devise his own system for identification of repaired EPBTs for the sake of guarantee cover.

**14.** Specific work will be awarded through a work order issued by the concerned authority (SDO/SDE concerned) and the successful tenderer will complete each job under the said work order within the specified time. If repair per month per SDO/SDE exceeds 50 Nos. the same should be approved by concerned AGMs.

**15.** No transportation charge will be paid for carrying instruments from and to the SDOP/SDOT office. The successful tenderers are required to submit valid service tax registration certificate & all original documents for verification before agreement & after that they will be intimated to sign an agreement with the GMTD, Bhubaneswar for carrying out the above works.

Read, understood and complied

*Date :*

*Signature of Tenderer*

**16. RATES TO BE QUOTED BY TENDERER:** The rates should be quoted separately for CLIP EPBT, ordinary EPBT and Plan 103 EPBT (per terminal). The rate should be inclusive of cost of spare parts that will be required for repairing the EPBT and including all applicable taxes except service tax. No extra charges will be paid other than quoted rates. The rates should be quoted both in words & figures; in case of discrepancy lower of these rates will be considered.

**17.** The conditional and incomplete tenders are liable for rejection.

**18.** The tender shall be evaluated by a committee to be appointed by the Sr. GMTD, BBSR. The Committee shall decide its own criterion for evaluation of the tenders. The Criterion decided by the Committee for evaluation of the tenderer shall be final and binding on all the tenderer.

The General Manager Telecom District, Bhubaneswar reserves the right to engage one or more than one repairing agency for the work to be carried. The L1 bidder will be awarded 70% and L2 bidder will be awarded 30% of the work which will be decided on total DEL basis.

**19.** For the purpose of TDS, Sales tax, Income tax and other taxes as applicable from time to time will be recovered from each bill preferred by the contractor. The service tax if applicable will be paid extra on claim basis.

**20.** The payment for the above work will be made by the GMTD, Bhubaneswar against the bills preferred in duplicate through the respective SDOs/ SDEs duly countersigned by concern DE's. The bill against the repairing work should be submitted month wise, to the SDO's concerned who should forward the bills to the office of the GMTD, Bhubaneswar for payment after furnishing necessary certificate. A detailed list containing all the information like make, type, Sl.No. etc should be enclosed with list.

**21.** Payment will be made through A/c Payee cheque after observing usual formalities.

Read, understood and complied

*Date*

*Signature of Tenderer*



**22.** The successful tenderers will be required to abide by labour laws enacted from time to time by central / state Govt. Maintenance /observation of any or all the statutory labour laws will be the sole responsibility of the successful tenders. Claims arising out of injury or causality of any of the workmen employed by the Contractor will be the sole responsibility of the successful tenderer. GMTD Bhubaneswar will not entertain any claim or damage in this regard, he should comply with all the requirement of the contract labour regulation and control act and obtain license accordingly.

**23. Rescission/termination of contract:**

Under following conditions the competent authority may rescind/terminate the contract.(a)If the contractor suspends the execution of work &the engineer in charge of the work comes to judgment that the work could not be completed by the due date of completion or the contractor had already failed to complete the work by that date.(b) If the contractor had been given by the officer in charge of work a notice in writing to rectify/replace any defective work but fails to comply with the requirement within a period of seven days from the date of receipt of such notice & (c) If the contractor commits breach of any item of conditions in the contract or sublets without prior permission, the Engineer in charge of the work can determine or rescind the contract.

Before determining/rescinding, the Engineer in charge shall give first show cause notice.

Thereafter Notice on Final Action will have to be served in case no response is received for first show cause notice.

**24. 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.

Read, understood and complied

*Date*

*Signature of Tenderer*

b. PROVIDED also that if the contract is terminated under this clause, BSNL shall be at liberty to take over from the contractor at a price to be fixed by 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 BSNL may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the Department elect to retain.

**25. 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 officers 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 arbitration 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 Chief General Manager, Orissa Telecom, Bhubaneswar or such other places as the arbitrator may decided.

Read, understood and complied

Date:

Signature of Tenderer

**26. 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 **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 Department 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.

**General Manager Telecom District  
Bhubaneswar.**

*Read, understood and complied*

Date:

Signature of Tenderer

**ANNEXURE-I**

**Agreement Form:**

An agreement is entered into between the General Manager Telecom Dist. Bhubaneswar representing B.S.N.L. and ..... On date of ..... for repairing the faulty EPBTs whereas in response to the Tender Notice No.GC-609/13-14 for repairing the faulty EPBTs. Shri ..... has agreed to carry out the said work under the terms and conditions fixed for the successful tenderer for a period of one year as per approved rate.

Shri ..... further undertakes to abide by the terms and conditions as prescribed in the approved tender.

Further Shri ..... is declared as approved contractor for repairing the faulty EPBTs and allotted to the areas..... and accepted by him.

Shri ..... further agrees that in 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 refund of Earnest Money / Security Deposit and he shall be liable to bear with the loss sustained by the B.S.N.L. thereby.

Contractor

Signature

Signature:

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

Name:

Name:

Address:

Address:

Witness:

Witness:

Name:

Name:

Address:

Address:

Read, understood and complied

*Date*

*Signature of Tenderer*

**ANNEXURE-II**

**DECLARATION**

I, .....  
S/o.....resid  
ent of .....hereby certify that  
none of my near relative(s) as defined in the tender document is/are employed any  
where in BSNL as per details given in tender document. In case at any stage, it is  
found that the information given by me is false/incorrect, BSNL shall have the  
absolute right to take any action as deemed fit, without any prior intimation to  
me.

**Signature of the bidder**

**Note: The near relatives for this purpose are defined as :**

Members of a Hindu Undivided family.

They are husband and wife.

The one is related to the other in the manner as father, mother, son(s) and son's wife (Daughter-in-law). Daughter(s) and daughter's husband (Son-in-law), Brother(s) and brother's wife, sister(s) and sister's husband (Brother-in-law).

Note: In case of proprietorship firm, certificate will be given by the proprietor, for partnership firm, certificate will be given by all the partners and in case of Private Ltd. Company, by all the directors of the company.

*Signature of Tenderer*

Read, understood and complied

*Date*

*Signature of Tenderer*

**ANNEXURE-III**

**FINANCIAL BID**

**RATES TO BE QUOTED BY THE TENDERER (Including all applicable Taxes except Service Tax)**

Name of the item	Unit Price Quoted (in figure)	Price Quoted ( in words )
Repairing of EPBT ordinary(any make & type) per EPBT		
Repairing of CLIP EPBT (any make & type) per EPBT		
Repairing of Plan 103 ( 1+1 )(any make & type) per terminal		

N.B: - The rates should be quoted both in words & figures, in case of discrepancy lower of these rate will be considered. The rate should be inclusive of cost of spare parts that will be required for repairing the faulty EPBTs and including all applicable taxes except service tax.

Signature of the Tenderer

Name & Address of the tenderer

Read, understood and complied

*Date*

*Signature of Tenderer*

**SECTION – IV**

**UNDERTAKING**

I, Shri/Smt .....  
Son/Daughter of Shri ..... do hereby undertake that all the documents / certificates submitted by me with this tender (tender for repairing of faulty EBPTs in 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.

Read, understood and complied

*Date*

*Signature of Tenderer*

## **SECTION - V**

### **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.

Read, understood and complied

*Date*

*Signature of Tenderer*



## **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 is entitled to demand and recover the damaged equivalent to Earnest Money Deposit/Bid Security.

Read, understood and complied

*Date*

*Signature of Tenderer*

(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.

Read, understood and complied

*Date*

*Signature of Tenderer*

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.

Read, understood and complied

*Date*

*Signature of Tenderer*

**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.

.....  
 For the Principal  
 Place.....  
 Date.....

.....  
 For the Bidder/Contractor  
 Witness 1: .....  
 Witness 2: .....

Read, understood and complied

*Date:*

*Signature of Tenderer*