

Rs. 525/-

Bharat Sanchar Nigam Ltd.
(A Govt. of India Enterprise)

BID DOCUMENT

No.W-99/2013-2014/8

Dated 8th May 2014



**TENDER FOR TRASPORTATION OF TELECOM
STORE/MATERIAL FOR BARIPADA SSA**



Bharat Sanchar Nigam Limited
(A Govt. of India Enterprise)
O/o Telecom District Manager
Baripada-757001

No: W-99/2013-14/8

Dated 08.05.2014

This Tender document consists of the following sections

Section No	Description	Page No
SECTION-I	Notice Inviting Tender	3
SECTION-II	Specifications	4
SECTION-III	Tenderer's profile & other details	5-6
SECTION-IV	General Terms & Conditions	7-8
SECTION-V	Special Terms & Conditions	9-13
SECTION-VI	No Near Relative Certificate	14-15
SECTION-VII	Proforma for agreement	16
SECTION-VIII	Schedule of Quoting Rates	17
SECTION-IX	Declaration	18
SECTION-X	Integrity Pact	19-22



Bharat Sanchar Nigam Limited
(A Govt. of India Enterprise)
O/o Telecom District Manager, Baripada-757001

SECTION-1
NOTICE INVITING TENDER

“Tender for Transportation of Telecom Store/Material for Baripada SSA”

TENDER NOTICE NO.W-99/2013-2014/8

Dated 08.05.2014

Properly sealed tenders (Packing PVC tape/Sealing wax) are invited for and on behalf of CMD, BSNL by the **TELECOM DISTRICT MANAGER, BARIPADA** from the eligible contractors / transporter / firm for transportation of the material in the area under the jurisdiction of Baripada Telecom District, any other material to be transported from / to any part of Orissa to / from Baripada Telecom District as and when required as per the specification of BSNL..

1.	Name of work	Transportation of the material in the area under the jurisdiction of Baripada Telecom District, any other material to be transported from / to any part of Orissa to / from Baripada Telecom District.
2.	Cost of tender form	Rs.525/- (non-refundable)
3.	Estimated cost of Tender	Rs.4,00,000.00
3.	Period during which tender forms issued.	From 10:30 hrs. to 13:30 hrs. on any working day w.e.f. 16.05.2014 to 09.06.2014
4.	Last date of receipt of tender form.	13:30 hrs. of 10.06.2014
5.	Date & time for opening of tender	16.00 hrs. of 10.06.2014..
6.	Contact officer from whom tender form can be received from the office.	Sub Divisional Engineer (NWP), O/o TDM, BSNL, Baripada or it can be directly downloaded from website. www.orissa.bsnl.co.in .
7.	E.M.D. to be deposited along with the Tender form.	Rs.8,000/-

Tender documents can be collected from SDE (NWP), O/o TDM,BSNL ,Baripada after furnishing DD for Rs. 525 /- drawn in favour of A.O. (Cash), O/o TDM,BSNL,Baripada. EMD Rs. 8,000 /- (Rupees Eight thousand) only can be paid by DD only drawn in favour of A.O. (Cash), O/o TDM,BSNL,Baripada. No tender will be accepted from the person directly or indirectly connected with the BSNL service. TDM,Baripada reserves the right to accept or reject any or all tenders without assigning any reason. All the dates cited above for the operation of the tender will be shifted to next working day in same time in occasion of any Holiday/ Bandh observed on that day.

Eligibility:-

1] Tenderer should have minimum last two years of experience and should have executed at least for an amount of rupees Two lakh in transportation of store/materials in BSNL/PSUs or any central/state Government organization. The Certificate to that effect should be signed by officer not below the rank of DGM or its equivalent.

- 2] Sale Tax Clearance/VAT No.
- 3] Service Tax Registration Certificate.
- 4] Income Tax Clearance/PAN No.
- 5] Registration of Firm.
- 6] Central labour license
- 7] EPF Registration Number

Telecom District Manager
BSNL,Baripada-757001

SECTION-II
SPECIFICATIONS

Specification For The Tender Notice:

1. Name of the party :- The CMD, BSNL, through the Telecom District Manager, BSNL, Baripada
2. Time and last date of the receipt of the tender :- up to 13:30 on Dt.10/06/2014
3. Time and date of opening of the Tender :- 16.000 on Dt 10/06/2014
4. Validity of the Tender :- One Year which may be extended to further one year.
5. Estimated cost of work :- Around Rupees four lakhs as per prevailing market rate within the year of contact. This may vary subject to the quantum of materials.
6. Cost of Tender Document :- Rs. 525/-
7. Earnest Money Deposit :- Rs. 8,000/-
8. Receipt particulars DD No.-

9 Eligibility

- i] Tenderers should have minimum last two years of experience and should have executed at least for amount of rupees one lake in transportation of store/materials in BSNL / PSUs or any centre / state Government organization. The Certificate to that effect should be signed by officer not below the rank of Dy General Manager or equivalent and same should be submitted along with the tender document.
- ii] Photocopy of registration certificate and relevant documents in case of company / firm.
- iii] Photocopy of any other documents like partnership deed, credentials etc.
- iv] Photo copy of valid PAN card.
- v] Photo copy of Service tax registration.
- vi] Central labour license
- vii] EPF Registration Number

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 Baripada Telecom District, any other material to be transported from/ to any part of Orissa to/ from Baripada Telecom District.

- 1) The rates should be quoted for Transportation of stores by shortest road per KM in different type/sizes of TRUCK (407/1110/1610/Pick up Van/Crane)including loading and unloading charges at both ends.
- 2) The transporting firm will be responsible for any damage, leakage or missing of items while in transportation.
- 3) The rates quoted should be valid up to one year and same will not be changed on any ground/ reason.
- 4) Work should be completed within the time limit as per instructions given by the officers concerned.
- 5) Rates are to be quoted irrespective of load of the truck.
- 6) The SDOs / DEs will decide the type/size of the truck required depending upon quantity and type of store available.
- 7) The payment will be made for one way of the routes covered only.

**SECTION-III
TENDERER's PROFILE**

Passport size
photograph of the
tenderer/
authorized
signatory holding
power of Attorney

General:

1. Name of the 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
Proprietary / Partner only, as the case may be)**

3. Address of the firm
.....
.....

4. Telegraphic
Address.....

5. Tel. No. (with STD code)(o) (Fax)..... (Res.).....

6. Registration & incorporation particulars of the firm:

- i) Proprietary- An affidavit before first class Magistrate as sole proprietor
of the firm
- ii) Partnership- Partnership Deed
- iii) Private Limited- Registration under Indian Company Act.
- iv) Public Limited- Registration under Indian Company Act.

**(Please attach attested copies of documents of registration /incorporation of your firm with
the competent authority as required by business law)**

7. Name of the proprietor/
Partner/Directors.....
.....

8. Infrastructural capabilities:

Type of vehicle(s)

Registration number

9. Details of Technical and Supervisory Staff:

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

Place:

Date:

Signature of tenderer/Authorized signatory.....

Name of the tenderer.....

SECTION-IV

GENERAL CONDITIONS OF THE CONTRACT

1.1 Sealed Tenders in sealed envelope super scribing tender number, closing date and time should be addressed to the AGM (Admin), O/o TDM, Baripada and same may be dropped in the tender box kept in the chamber of AGM (Admin), O/o.TDM, Baripada Method of preparation of bid: Bid for tender should be submitted in one WAX/PVC sealed envelopes .The envelope should contain the following

Envelope	Marked on the cover	Contents of the envelop
Single	Tender for Transportation of store for Baripada SSA	<ol style="list-style-type: none">1. Cost of Tender form, i.e. DD/money receipt2. Bid Security i.e., EMD3. Work experience Certificate.4. Required documents for Eligibility condition as mentioned in Section-II in specification clause Sl no-9.5. Sale Tax Clearance/VAT No6. Service Tax registration Certificate7. Tender document duly signed and rates duly quoted in prescribed format8. Registration of Firm9. Central Labour License10. EPF Registration <p>N.B. – Undertaking for submission of any documents subsequently shall not be accepted</p>

On the envelopes the name of the firm must be clearly mentioned and should be properly sealed (with sealing wax/packing PVC tape). **Bidders not mentioning the name of work on the envelope shall be disqualified.**

1.2 The work to be done is as described in Section-II (the Engineering Instruction and specification) and rates to be quoted at the Section-VIII.

1.3 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 sealed by the tenderer.

1.4 In case of Corporation/ Company it shall be wax sealed with the corporate seal or otherwise appropriately executed under seal. Each tender shall be signed by tenderer or his representative duly authorised by tenderer.

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

1.6 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.

- 1.7 The TDM,Baripada reserves the right to reject any or all tenders without assigning any reason.
- 1.8 The validity of the tender should not be less than ninety days and may be extended if authority deems it necessary and fit. Tenders of the shorter validity period are liable to be disqualified and the rates quoted shall be valid for one 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.
- 1.9 SECURITY DEPOSIT:
- 1.10 Successful tenderer has to deposit the security deposit of Rs 40,000/- (Rs. Forty Thousand Only) in form of Demand draft/ Bank Guarantee drawn in favour of A.O. (Cash), Office of the Telecom District Manager, BSNL,Baripada upon which no interest will be paid at any time from payment of security deposit. The amount of the Security Deposit may be increased depending upon the quantum of the work to be executed in the future if any. Bank means any Nationalized Bank. EMD will be refunded after submission of security deposit.
- 1.11 The person/ persons/ staff deputed by Contractor will not be entitled to establish any claim for the employment in the Bharat Sanchar Nigam Limited.
- 1.12 The contractor shall give all details of the present positions of his assignments in other Govt. and semi Govt. organizations 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. Moreover he too shall submit the details of his past assignment/ assignments/ contract/ contracts/ work/ job as the case may be carried out successfully.
- 1.13 Firm/ firms registered with Govt. and Semi-Govt. organizations should note that in case it/ they fails to provide service satisfactorily or if provided below standard if the Authority deems fit as the case may be will be noted in the performance register in this office and also be intimated and notified to all Govt. and Semi-Govt. organizations as the case may be.
- 1.14 Contractor/ Contractors shall sign all the pages of the SECTION-I to SECTION-X and he shall enclose the copy receipt of EMD if any.
- 1.15 The work can be distributed among one or more than one firm if required as per the requirements of the Deptt.
- 1.16 The Bidder must have the service Tax registration under the service category
“Goods transport Agency”

SECTION-V
SPECIAL CONDITIONS OF THE CONTRACT

2.1.0 Contractor should ensure that supervisors to be deputed by him should be trained possibly in the age of eighteen years, as on 01.01.2014..

2.2.0 Before deploying the said personnel contractor will furnish complete bio-data including qualifications, experience etc. of the staff that are going to be employed by him if asked by the Authority.

2.3.0 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.

2.4.0 The personnel to be deputed by the contractor shall follow the instructions given by the TDM,Baripada or offices authorized by him supervising the work.

2.4.1 The Contractor shall give preference to the labourers who have previous work experience of the work as stated in the above subject.

2.4.2 The contract is for one year only from the date of acceptance but may be extended for a period of one year and/ or terminated/ truncated if the Authority feels necessary at that time and the decision of TDM,BSNL,Baripada shall be final and binding.

2.5.0 FORCE MAJEURE:

2.5.1 In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement. Such relative obligation of the affected by such force majeure shall be suspended for the period during which such causes lasts.

2.5.2 The term 'FORCE MAJEURE' as employed herein shall mean acts of GOD, WAR, Revolt, Riot, Fire, Flood and Act and regulations of the Government of India or any of its authorised agencies.

2.5.3 Upon the occurrence of such causes upon its termination the party alleging that it has been rendered unable has aforesaid thereby shall notify the other party in writing within 72 hours of the alleged beginning and ending thereof giving full particulars and satisfactory proof.

2.5.4 Time for performance of the relative obligation suspended by the force majeure shall be extended by the period for which such cause lasts if felt necessary by the Authority.

2.5.5 If the progress of work is suspended by force majeure conditions lasting for more than one month, the TDM,BSNL,Baripada shall have the option of canceling the contract in whole or part

thereof at his own discretion. Any situation of force majeure shall not be payable by the TDM, Baripada under any circumstances.

2.6.0 JURISDICTION:

2.6.1 All question, disputes or differences arising under and out of or in connection with the agreement if applicable and as the Authority deems fit and right shall be subject to the exclusive jurisdiction of the courts in Baripada.

2.6.2 The contract shall be interpreted and relations between the parties here to be determined in accordance with the prevailing laws of Government of India.

2.7.0 ARBITRATION:

2.7.1 That in case of dispute or differences, breach and violation relating to the terms of this agreement. The said dispute or differences shall be referred to sole arbitration of Chief General Manager Bharat Sanchar Nigam Limited, Odisha, Bhubaneswar or any other person appointed by him. That the award of the arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred to vacate his office on resignation or otherwise or refuses to do work on neglecting or otherwise or refuses to work or neglecting his work or being unable to act any reason whatsoever the CGM, BSNL, Odisha shall appoint another person to act as arbitrator in place of outgoing arbitrator in place of outgoing arbitrator proceed further with the reference from the stage at which it was left by the predecessor. The (opposite party name) will have no objection to any such appointment that arbitrator so appointed is employee of BSNL. The adjudication of such arbitrator shall be governed by the provisions of the arbitration and conciliation act. 1996 or any statutory modification or reenactment thereof or any rules made thereof.

2.8.0 OBSERVANCE OF LABOUR LAWS:

2.8.1 The contractor shall observe and abide by all labour laws rules and regulations prevailing in the country including the contract labour act, work safety measures, safety statutory laws prevailing in the country enacted by Govt. of India.

2.9.0 Observance of rules, regulation of local Administration:

Contractor shall observe all rules and regulations at work site of traffic department, local municipal Administration, PWD, RTO, Police, MSEB, and other local body of State/ Central Govt. If any penalty is imposed by such Authority, the contractor is liable to pay such penalty arising due to damage/ accident etc.

3.0.0 TIME SCHEDULE:

3.1.0 Total job should be completed within the time period given by the Authority which is of time bound nature and if the work given is not completed within that period; the necessary

action will be taken whatever the Authority deems fit as per clause of liquidated damages and the decision of TDM,BSNL,Baripada shall be final and binding.

4.0.0. LIQUIDATED DAMAGES:

4.1.0 If the contractor fails to complete the work in the time period as given by the Authority and/ or at any time repudiates the contract, the TDM,BSNL,Baripada, without prejudice to any right or remedy available can recover from the contractor as ascertained and agreed liquidated damages of 1% per week (or part) of delay on the value of that work order to the maximum of 10% of the work order.

4.2.0 In the event of the TDM,BSNL,Baripada because of the circumstances beyond his control can not made available site or the material; the contractor shall only be entitled for the extension in time limit if felt necessary and such extension shall not count for the purpose of payment to the contractor under that clause nor any extra payment.

4.3.0 The contractor will be responsible for any damage/ loss of the equipment/ material/ site/ priority of any type and or category handled by his staff. In case of any damage or loss or the cost of the damage and/ or loss will be recovered from the contractor and the decision of TDM,BSNL,Baripada shall be final.

5.0.0 ALTERATION IN WORK SCHEDULE:

5.1.0 If at any time after the commencement of the work, the TDM,BSNL,Baripada feels for any reason whatsoever a change in work schedule is required the whole or part of thereof as specified in the tender the same is to be carried out for which the TDM,BSNL,Baripada shall give notices in writing of the facts or changes to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantages which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out. Contractor shall not have any claim for compensation by reason of any alteration that have been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work originally contemplated.

5.2.0 PERFORMANCE GUARANTEE/ SECURITY DEPOSIT:

5.2.1. The security deposit will be returned after completion of job satisfactorily and after the expiry of the contract period.

5.2.2 Upon completion of the work as per the day to day work schedule in the work order/ contract if any, the above said guarantee shall be considered to constitute the contractor's warranty for the work done by them and against this agreement. The warranty to be in force for one year being the date of the work against his agreement.

6.0.0 SUB LETTING ASSIGNMENT:

6.1.1 The contractor shall not sublet ,transfer or assign the contract to any other party without previous consent in writing by the TDM,BSNL,Baripada and any such assignment/ subletting

shall not absolve the contractor from all or any of his obligations, duties and responsibilities under the contract.

6.1.2 No departmental officials or any of his relatives in Baripada Telecom District shall take part in this tender and affidavit stating about the fact is to be submitted along with the tender.

7.0.0 TERMINATION:

7.1.0 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, the TDM,BSNL,Baripada has reserves the right to terminate the contract.

7.2.0 Termination for unsatisfactory performance:

In case the contractor leaves the work half done or performance is not satisfactory the TDM,BSNL,Baripada has got the right to engage another contractor and get completed the job. While doing so if the expenditure incurred is more than the quoted value the extra cost will be recovered from the original contractor.

7.3.0 The TDM,BSNL,Baripada if considers that the performance of the job is unsatisfactory or not up to the expected standards the TDM,BSNL,Baripada shall notify the contractor in writing and may specify in details of the cause of its dissatisfaction. The TDM,BSNL,Baripada 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 TDM,BSNL,Baripada to the contractor within 7 days of the receipt thereof.

8.0.0 TERMS OF PAYMENT:

8.1.0 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 of work and with all required documents i.e. proper work order, proper A/T certified copy of bill in duplicate passed by field officers viz. JTO, SDE, and DE of the concerned section.

9.0.0 INSURANCE:

9.1.0 The contractor shall provide insurance to cover his men and material, machinery and equipment. The TDM,BSNL,Baripada shall not be liable to any claim for accident/ loss during execution of the work. Moreover during the period of transport, the vehicle under contract should be having with required registration, valid permit, valid fitness documents etc.

9.2.0 DELAY IN EXTENSION OF TIME:

9.3.0 In case the work is delayed and/ or suspended due to force majeure or any other reasons not attributable to the contractor he shall be given suitable extension of time after reasonable assessment of the effect if felt necessary by the authority.

10.0.0 TAXES AND DUTIES:

10.1.0 All Government taxes will be recovered from the bills as per rule.

10.2.0 Charges payable here under shall be firm during that period of the contract or any extension thereof and no escalation shall be allowed on any ground whatsoever.

10.3.0 The TDM,BSNL,Baripada shall not be liable to pay or reimburse any taxes, tool fees, duties imposed on the income of the contractor and on his employees. The contractor shall make all the reports and take all action necessary for such payment. The TDM,BSNL,Baripada in the event if so required by law may withhold any payment to be paid to the tax authorities that any taxes, levied assessed on account of the contractor's operation pursuant to this agreement and the contractor shall indemnify the TDM,BSNL,Baripada against any and all liabilities claimed for such taxes and statutory payment including the interest and penalty which any authorities may impose on the contractor.

10.4.0 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.

10.4.1 The service Tax claimed and paid to the contractor have to be deposited to the Govt. Accounts on monthly basis and copy of the challans are to be submitted along with the next Bills.

SECTION - VI

CERTIFICATE REGARDING NON-RELATIVE WORKING IN DOT/BSNL

1. The bidder or his staff shall not be a working officer/official of the DOT / BSNL. The near relatives of all BSNL, employees (non-executive employees working in Baripada (name of unit) & executive employees (also called Group-A & Group-B officers) working in Odisha Telecom Circle (name of unit) either directly recruited or on deputation are prohibited from participation in this bid. The near relatives for this purpose are defined as :
 - a) Members of a Hindu Undivided family.
 - b) They are husband and wife.
 - c) The one is related to the other in the manner as father, mother son(s), son"s wife (daughter-in-law) Daughter(s) & daughter"s husband(son-in-law) brother(s) & brother"s wife, sister(s) & sister"s husband(brother-in-law).

1. **The bidder (s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL/DOT as defined above.** In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and **in case of limited company by all Directors of the Company.** Any breach of these conditions by the company or firm or any other person, the bid work will be cancelled and earnest money /security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

CERTIFICATE

A. Certified that none of my/our near relative/relatives is/are working any where in DOT/BSNL.

B .The format of certificate is

“ I/we..... S/O..... -----

.....r/o..... hereby certify that none of my/our relative (s) as defined above is/are employed in DOT/BSNL unit as per details given above. In case at any stage, it is found that the information given by me/us is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me/us”

DATE-----

Signature of Bidder
Seal

SECTION- VII
TENDER AGREEMENT

To
C.M.D. Bharat Sanchar Nigam Limited
(Through the Telecom District Manager, B.S.N.L.,Baripada)

Subject: Contract work for Transportation in the Baripada Telecom District as per the Engineering Instructions of Bharat Sanchar Nigam Limited.

Sir

With reference to your Tender No. No.W-99/2013-2014/8 Dated 8th May 2014, I / we hereby offer for the work of Transportation in Baripada Telecom District as per the Engineering Instructions of Bharat Sanchar Nigam Limited.

1. I / we have read and understood fully the terms and conditions supplied to me / us along with the tender form (Section-II to section-X) and so hereby declare that I / we accept the terms and conditions mentioned therein.
2. I / we also agree that there will not be separate execution of agreement/ agreements but the acceptance letter issued by the Bharat Sanchar Nigam Limited will continue a valid contract in all respect and the enforcement of the terms and conditions stated therein.
3. It is agreed that if I / we failed or neglect to fulfill any of the provisions of the Tender: The Government may in addition to another remedy available under the law forfeit the security deposit and / or EMD and / or from the payment/ deposit payable by any; The Central Govt. and / or The State Government Department arising out of any contract made by the Tenderers with the said Government Department. I also agree to provide at my / our own expenses an insurance covering entire cost of the work and / or material which will be entrusted upon me/ us any time during the currency of the contract against all risks lie fire, burglary, theft, damage etc. as the case may be and assign the policy to the CMD, B.S.N.L. Moreover I also agree to pay the premium / premia of such policy / policies regularly and in case of default of such payment, the Government shall be entitled to pay the said premium / premia and recover the same from me / us either from security deposit or by adjustment against my / our dues towards the Govt. or from the payment of a sum of money arising out of or under any other contract made by me / us with authority of BSNL Baripada on behalf of CMD, BSNL.
4. I / we agree to keep the Government indemnified and also agree that the decision of The Chief General Manager Telecommunications, Orissa Circle, or the official appointed by him regarding, meanings and the effects of the Tender shall be final and legally binding on me/ us.

Yours faithfully

Signature _____

Designation _____

Address: _____

SECTION –VIII
QUOTATION FORMAT

To

Telecom District Manager, BSNL
Baripada

Subject: Tender for Transportation of Telecom store / material or any other item belonging to BSNL.
Dear Sir,

With reference to the advertisement appeared in the news paper _____, I / we offer to undertake the above mentioned work at rates quoted below. The E.M.D. of Rs. _____ (Rs. _____ only) has been paid vide receipt no. _____ dated _____, I / we absolutely agreed to accept all the terms and conditions laid down in the Tender notice thereof.

A)

Item	Rates in rupees per KM inclusive of all taxes & duties excluding Service Tax (both in figures and words)
1) Transportation of any type of telecom store by nearest road per Km including loading and unloading in 407 Type Truck or equivalent.	
2) Transportation of any type of telecom store by nearest road per Km including loading and unloading in 1110 Type Truck or equivalent.	
3) Transportation of any type of telecom store by nearest road per Km including loading and unloading in 1610 Type Truck or equivalent.	
4) Transportation of any type of telecom store by nearest road per Km including loading and unloading in Pick-up Van	
5) Loading and unloading by means of Crane in case of heavy materials like 2000AH Battery	

1. I/we agree to pay Rs.....(Rupees.....)only as security deposit.
2. The rate will be calculated for one way only.
3. **Rates quoted should be including loading & unloading and Crane should be used in case of heavy materials where manually not possible.**
4. The store will be transported on my / our risk safely without any damage, leakage or missing of items. For any damage or leakage I / we will / shall be wholly responsible for that and we are bound to pay necessary cost of the missing / damaged items.
5. The work will be completed within time limit after receipt of work order.
6. I / we agree that the decision of the TDM, Baripada regarding meaning and effect of the tender / contract shall be final and legally binding on me / us.

Signature of the bidder with date
Address with seal of firm

SECTION-IX

DECLARATION

The tenderer hereby covenants and declare that all the information, documents, Xerox copies of documents/ certificates enclosed along with the tender document are correct and if any thing/documents found false and/or any suppression of fact is detected at any time, than his tender will be terminated and EMD/SD/Bills pending with department will stand forfeited to BSNL and the contractor will be debarred from participation of any tender of this department in future.

Certify that I/We read and agree with all the terms and conditions, specifications included in the tender documents and offer to execute the work at the rates quoted in financial bid. If I/We fail to enter into the agreement & commence of works in time the EMD/SD as deposited will stand forfeited to the BSNL

In witness whereof this undertaking has caused on the

DayMonth of Year

Date:-

Place:-

(Signature))

Name:

Designation:

Witness:

1) Name:

Address:

2) Name:

Address:

SECTION –X

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 intend to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principles 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 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) confidential/additional information through which the 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 persons.
- (2) If the Principal obtain 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 to 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 or immaterial 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, specification, certification, subsidiary contracts, submission or non-submission of bids or any other action 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 payments he has made, is committed to or intends to make to 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 outlined 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 procedures.

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 damages equivalent to Earnest Money Deposit/Bid Security.
- (ii) If the Principal has terminates the contract according to Section 3, or if Principal is entitled to terminate the contract according to section 3, 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 procedures.

Section 6 – Equal Treatment of all Bidders Contractors

- (i) The Principal will enter into agreement 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 the 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 obtain knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitute 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 obligations under this agreement.
2. The Monitor is not subject to instruction by the representative of the parties and perform 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 this section, the Bidder(s)/Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanism 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 customers, or any personnel or employee related data.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings 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 meetings.
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 no-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action to 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 of 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 a 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 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 intensions.

.....
For the Principal

.....
For the Bidder/Contractor

Place

Witness 1:

Date

Witness 2;