



**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

Office of the Sr General Manager Telecom District

Bhubaneswar-751022.

TENDER DOCUMENT FOR

**Computer Software, Network Technical Support & Maintenance  
of Computers & Peripherals on call basis & supply of spare  
parts and accessories**

**for Bhubaneswar Telecom District**

**Tender No: - BBSTD/Comp-6/2014/5 Dated:-08.07.2014**

**Cost of Tender Document: - ₹.525/-**

**(This includes Tender document Cost ₹.500/- and VAT @ 5% i.e., ₹.25/-)**

Total number of Pages: -46

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Office of the Sr General Manager,  
Telecom District Bhubaneswar,  
Doorsanchar Bhawan, Unit-IX, Bhubaneswar-751022.



BHARAT SANCHAR NIGAM LIMITED  
(A Govt. of India Enterprise)

## SECTION-I

### NOTICE INVITING TENDER

#### E-Tender for Supply of Computer Software, Network Technical Support & Maintenance of Computers & Peripherals on call basis & supply of spare parts and accessories in Bhubaneswar Telecom District

- 1 On behalf of Bharat Sanchar Nigam Limited (BSNL), e-Tender is invited on two stage bidding system from Individuals/Companies/Firms registered in India fulfilling the eligibility conditions, as per tender document.

Sl#	Item	Particulars
1	Tender Notice No & date	BBSTD/Comp-6/2014/5, Dated 08 <sup>th</sup> July 2014
2	Tender item	Supply of Computer Software, Network Technical Support & Maintenance of Computers & Peripherals on call basis & supply of spare parts and accessories in Bhubaneswar Telecom District.
3	Validity period of contract	<b>Two year from the date of agreement</b>
4	Estimated cost of the tender	<b>₹12,00,000/- (Rupees Twelve lakh only)</b>
5	Tender Document can be downloaded from date	8 <sup>th</sup> July 2014
6	Last date of receipt of queries from bidders	Upto 18:00 Hrs of 23/07/2014
7	Reply of queries by BSNL	Upto 18:00 Hrs of 25/07/2014
8	Last Date of Submission of Tender	<b>28<sup>th</sup> July 2014 up to 13.00 Hrs</b>
9	Date & Time of Opening of Tender (Technical Bid only)	<b>30<sup>th</sup> July 2014 at 11:00 Hrs</b>
10	Amount of Bid Security/EMD	<b>₹ 30,000/-(Rupees Thirty thousand only)</b> i.e The cost of EMD should be paid through online Banking/RTGS/NEFT as per the Section-I, Para 2(b)
11	Cost of Tender Form	<b>₹ 525/-(Rupees five hundred twenty five only)</b> - i.e The cost of Tender paper should be paid through online Banking/RTGS/NEFT as per the Section-I, Para 2(b). <i>Exemption for Cost of Tender Documents and EMD under NSIC is permitted.</i>

**Note:** In case the last date of submission /opening of bid is declared to be a holiday, last date of submission / opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid submission/ opening date due to any other unavoidable reasons will be notified through the BSNL web site and/or e-Tender Portal and/or newspapers.

- 2(a) The Tender document can be downloaded from the website: [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) and to be submitted in e-format. Cost of Tender Document and Earnest Money Deposit (EMD) should be through online Banking/RTGS/NEFT and cost of tender paper separately. IFSC code & A/C no of AO(Cash) is available Section-I, Para 2(b) ) before the scheduled date and time of submission of the tender otherwise the Bid will not be considered.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- 2(b) The cost of EMD and cost of Tender paper should be paid through online Banking/RTGS/NEFT as per the following details.

Name of the Bank and Branch	Punjab National Bank, Sahid Nagar, Bhubaneswar
Accounts Name	A.O(Cash), BSNL,O/o GMTD Bhubaneswar
Account Number	4077002100024632
IFSC Code	PUNB0407700
Address of the Bank	Sahid Nagar Branch, Bhubaneswar: 751007, Odisha
MICR Code	751024005
Mail Id :	<i>email id : bnpati@gmail.com</i>
Contact No	Tel.No.0674-2540474, Mob.No.9439028888

The scanned copies of the E-Payment receipt towards EMD/BID security, Cost of bid document have to be uploaded in the e-Tender Portal of M/s ITI.

- 2(c) Online Banking/RTGS/NEFT for EMD or cost of Tender Paper to be done separately, in no case it should be combined.
- 2(d) Amendments, if any, to the tender document will be notified in the above website as and when such amendments are made. It is the sole responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document
- 3(a) Intending bidders are requested to register themselves with M/s. ITI Limited through the website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.
- 3(b) BSNL has decided to use the process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.
- 3(c) Bidders may note that the tender document can be downloaded from the website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) or following the "Tenders" link of the website [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in) from 08th July 2014.
- 3(d) The bidders shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on Web-site ([www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)) as per Annexure -B of Section VIII.
- 3(e) In case of any correction/ addition/ alteration/omission is found in the tender document; the tender bid shall be treated as non-responsive and shall be rejected.
- 4(a) The bidder should have annual turnover of more than 12(Twelve) lakh rupees for the financial year 2013-14 with respect to Computer Software , network technical support Maintenance of Computers & Peripherals on call basis & supply of spare parts.
- 4(b) The documents as listed out in Section VII should be uploaded in the E-Tender Portal.
- 5 BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, bidders or their authorized representatives can attend the Tender Opening Event at the **Conference Hall, 3<sup>rd</sup> Floor, Doorsanchar Bhawan, Unit-IX, Bhubaneswar-751022 (ODISHA)** where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).
- 6 Incomplete, ambiguous, Conditional tender bids are liable to be rejected.
- 7 Sr General Manager Telecom District Bhubaneswar reserves the right to accept or reject any or all tender bids without assigning any reason and is not bound to accept the lowest tender.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- 8 All documents submitted in the bid offer should be preferably in English. In case the certificate viz., experience, registration etc., is issued in any language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator in addition to the relevant certificate. All computer generated documents should be duly attested/signed by the issuing organization.
- 9 All statutory taxes as applicable shall be deducted at source before payment.

**Sr General Manager Telecom District  
Bhubaneswar 751 022  
(ODISHA)**

**SECTION-II****INSTRUCTIONS TO BIDDERS****A. INTRODUCTION:****1. DEFINITIONS:**

- (a). "BSNL" or "The Nigam", "The Purchaser" or "The Tendering Authority" means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) acting on behalf of the President of India and represented by the Sr. General Manager Telecom District, Bhubaneswar.
- (b). "The Bidder" means the individual or firm who participates in this tender & submits its bid.
- (c). "The Supplier" or "The Contractor" means the individual or firm supplying the goods under the contract.
- (d). "The Purchase Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- (e). "The Contract Price" means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.
- (f). "E-Tender Portal" means the website "www.tenderwizard.com/BSNL" of M/s ITI Limited who is providing e-Tendering solution to BSNL.
- (g). "ETS" means the Electronic Tendering System through the e-Tender Portal.

**2. ELIGIBLE BIDDER:**

The bidder should have annual turnover of more than 12 lakh rupees for the financial year 2013-14 with respect to Computer consumables, Computer spares and Computer accessories and support of networking . The bidder should submit a turnover certificate duly certified by competent authority (Chartered Accountant), along with the bid as proof of experience.

**3. COST OF BIDDING:**

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

**B. THE BID DOCUMENT:****4. CONTENTS OF THE BID DOCUMENT:**

- (a). The Bid document includes the following:

Sl.no	Description	SECTION NO.	PAGE NO.
(a).	Notice inviting tender	I	03-04
(b).	Instructions to bidders	II	05-11
(c).	E-tendering instructions to bidders	III	12-15
(d).	General conditions of contract	IV	16-19
(e).	Special conditions of contract	V	20
(f).	Financial bid	VI	21-24
(g).	Check list/requirements	VII	25-26
(h).	Formats for declarations, undertakings, agreements and certificates	VIII	27-44

- (b). The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Tender Document or submission of the bids not substantially responsive to the Tender Document in every respect will be at the bidder's risk and may result in rejection of the bid.

Read, understood , complied & agreed

Signature & seal of bidder with Date

**5. CLARIFICATION ON BID DOCUMENTS**

- (a). A prospective bidder, requiring any clarification of the Bid Documents shall notify the Tendering authority in writing or FAX or at the Tendering authority's mailing address indicated in the NIT. The Tendering authority shall respond in writing to any request for clarification of the Bid Documents, which it receives within 8 days from the date of publication of tender. Copies of the query (without identifying the source) and clarifications by the Tendering authority shall be sent individually to all the prospective bidders who have received the bid documents.
- (b). Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount an amendment of relevant clauses of the bid document.

**6. DOCUMENTS TO BE SUBMITTED FOR BID**

- (a). The details of documents to be submitted through online in e-Tender Portal are as detailed at **Section VII**. If any one of the above items required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage.
- (b). Documents in original should be submitted for verification as required by the Tendering Authority.
- (c). The bidder will verify the genuineness and correctness of all documents and certificates including experiences/performance certificates, submitted by the bidder or any other firm /associates before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.
- (d). As per the requirement of the tender's condition, if any documents/paper/certificate submitted by the bidder is found to be false/fabricated/tampered /manipulated at any stage during bid evaluation or after award of contract, then the bid security (EMD/PBG) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would be taken for banning of business dealing with the defaulting firm. In case contract has already been awarded to the bidder, then PBG would be forfeited and the contract would be rescinded/ annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm. An undertaking to this effect should be submitted by the bidder as per format at **Annexure-L of Section-VIII**.

**7. AMENDMENT TO BID DOCUMENT**

- (a). At any time, prior to the date of submission of bid, tendering authority may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- (b). The amendments shall be notified in the E-Tender Portal and these amendments will be binding on them.
- (c). In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Tendering authority may, at its discretion, extend the deadline suitably for the submission of bids.
- (d). It is the sole responsibility of the bidder to confirm from the E-Tender Portal and/or from the following contacts regarding amendments, if any, or any other clarifications before uploading of the tender document

ITI Tender Wizard Help Desk Contact	<i>Shri Sanjib Mohapatra, 09937488749, 07377708585, between 10:30 hrs to 18:00 hrs from 08.07.14 to 28.07.14, <a href="mailto:twhelpdesk404@gmail.com">twhelpdesk404@gmail.com</a></i>
BSNL Contact-1	<i>Shri B.N.Pati, AGM (Plg) O/o GMTD Bhubaneswar Tel.No.0674-2540474, Mob.No.9439028888 between 10:30 hrs to 18:00 hrs from 08.07.14 to 28.07.14, email id :bnpati@gmail.com</i>
BSNL Contact-2	<i>Shri Rajesh Kumar Palai, SDE (Computer) O/o GMTD BSNL Bhubaneswar, Tel.No.0674-2542154, Mob.No.9438888883 between 10:30 hrs to 18:00 hrs from 08.07.14 to 28.07.14, email id :rajeshpalai.bsnl@gmail.com</i>

Read, understood , complied &amp; agreed

Signature &amp; seal of bidder with Date

**C. PREPARATION OF BID:****8. PREPARATION OF BID DOCUMENTS - TECHNICAL BID & FINANCIAL BID**

It is a two bid system and the bid prepared by the bidder shall comprise Technical Bid and Financial Bid and should be prepared as per Clause-14 of this Section.

**9. BID FORMS**

The bidder shall fill in the tender document in all respects, sign on all pages along with seal of the firm if any and upload scanned documents of the same in e-Tender Portal.

**10. BID PRICE**

- (a). The bidder shall give the **item-wise total composite price inclusive of all Levies & Taxes i.e. Sales Tax & Excise, packing, forwarding, freight and insurance etc. but excluding Octroi/ Entry Tax which will be paid extra as per actual, wherever applicable.** The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
- (b). The bidder shall quote rates as per schedule given in Section VI.
- (c). A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.
- (d). "DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc, into account".
- (e). The tender **with abnormal high or low rates** are liable for rejection as per decision of BSNL.

**11. COMPLIANCE**

The bidder should ensure unconditional clause- by - clause compliance with all the terms and conditions of the tender document and a declaration to the effect in Annexure C of section VIII should be given along with bid document.

**12. (12.1) BID SECURITY/EMD**

- (a). The successful bidder's bid security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with Clause 12.2 of this Section and furnishing the performance security.
- (b). The Bid security of unsuccessful bidder will be discharged / returned as early as possible but not later than 30 days after the expiry of the period of bid validity.
- (c). **A BID WITHOUT BID SECURITY SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.**

**(12.2) FORFEITURE OF BID SECURITY/EMD**

**The Bid Security/EMD may be forfeited**

- (a). If the successful bidder backs out to accept the tender and/or does not deposit the Performance Security Deposit @ 5% of estimated costs of tender, or,
- (b). The successful bidders do not come for execution of agreement after deposit of performance security deposit within the scheduled time;
- (c). withdraws his bid during the period of bid validity specified by the bidder in the bid form;

Read, understood , complied & agreed

Signature & seal of bidder with Date



**13. FORMAT AND SIGNING OF BID**

- (a). The bid shall contain no interlineations, erasures or overwriting, except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the persons signing the bid.
- (b). The over writing / erasures in the bid made by the bidder shall be signed by the person signing the bid.
- (c). The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid.

**14. PREPARATION & SUBMISSION OF BIDS**

**I) Contents of the Bid:**

The bid contains three parts -

**Part A:** The Second part relates to uploading of scanned documents required for Technical Bid as per Section VII in the appropriate place of the e-Tender Portal.

**Part B:** The third part relates to uploading of Financial Bid containing the Price schedule in excel format filled carefully in the appropriate place of the e-Tender Portal.

**II. SUBMISSION OF BIDS:**

- a. All the clauses of the bids must be complied with and price bids must be Bids quoted online by the bidders before the locking/closing time of the bid that is 13:00 Hrs Hrs of 28/07/2014.
- b. Scanned documents wherever necessary are to be uploaded in the appropriate places of the document.
- c. If any one of the document required to be submitted in Envelope as referred to in Clause 15 Part A of this Section is found to be wanting, the concerned bid shall be rejected at the opening stage itself.
- d. The BSNL may, at its discretion, extend this deadline for the submission of the bids by amending the bid document in accordance with NIT in which case all rights and obligations of the BSNL and bidders previously refer to the deadline will thereafter be subject to the extended deadline.

**15. PERIOD OF VALIDITY OF BIDS**

- (a). Bid shall remain valid for 180 days from date of opening of the bid. A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY BSNL AS SUBSTANTIALLY NON-RESPONSIVE BID.
- (b). A bidder accepting the request of tendering authority for an extension to the period of the bid validity in exceptional circumstances will not be permitted to modify the bid.

**16. LATE BIDS, MODIFICATIONS AND WITHDRAWAL OF BIDS**

- 16(a). After the Locking Time, no bidder can submit the bid.
- 16(b). The bidder may withdraw his bid after submission prior to the deadline prescribed for submission of bids. The bidder's withdrawal shall have to be online and digitally authenticated.
- 16(c). No bid shall be modified subsequent to the deadline for submission of bids as above.

Read, understood , complied & agreed

Signature & seal of bidder with Date

**17. BID OPENING AND EVALUATION**

- 17(a). Financial bids & Technical bids shall be submitted by the bidder at the same time. The bids will be opened in two stages. The Tendering Authority will open the technical bids in the presence of bidders or their authorized representatives on the due date, i.e., dated 29/07/2014 at 11:00 Hrs. The bidder or one of his authorized representatives shall be permitted to attend the bid opening. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening as per Annexure G in Section VII. The bidders can view the opening details after the Tendering Authority opened them.
- 17(b). The bidder or his representative, who is present, shall sign in tender opening register
- 17(c). The date fixed for opening of bids, if subsequently declared as holiday by BSNL, the revised date of schedule will be notified in the e-Tender Portal. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.
- 17(d). Technical bids will be evaluated by the Tendering Authority and after completion of the technical Evaluation; the eligible bidders list for the financial bid opening will be made available in the e-Tender Portal.
- 17(e). Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.

**18. PLACE OF OPENING OF TENDER BIDS**

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at "Conference Hall, (3<sup>rd</sup> Floor) Door Sanchar Bhawan, Unit-IX, Bhubaneswar 751022 (ODISHA)", where BSNL's Tender Opening Officers would be conducting through online e-Tender at 11:00 Hrs on 29/07/2014. If due to administrative reasons, the date and venue of e Bid opening is changed, same will be displayed prominently in the notice board of the e-Tender Portal.

**19. PRELIMINARY EVALUATION**

- (a) Tendering authority shall evaluate the bids to determine whether they are complete in all respects, whether any computational errors have been made, whether required sureties have been furnished etc.
- (b) Prior to the detailed evaluation, the Tendering authority will determine the substantial responsiveness of each bid.
- (c) For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Tender document without any material deviation. The tendering authority's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse of extrinsic evidence.
- (d) A bid, determined as substantially non-responsive will be rejected by the Tendering authority and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity. The tendering authority shall not be bound to show the reasons/causes of rejection of the bid.
- (e) The Tendering authority may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

**20. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

- (a) The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
- (b) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Tendering authority. If there is a discrepancy between words and figures, the amount in words shall prevail.
- (c) If the supplier does not accept the correction of the errors, his bid shall be rejected.
- (d) Rate must be quoted for all the items, otherwise the bid is liable for rejection.
- (e) The evaluation and comparison of substantially responsive bids shall be done on the basis of any one of the following principles:
  - (1) Bidders quoting lowest sum of the products of the quoted rates and corresponding approximate quantities required mentioned in the Financial Bid against each item.  
OR
  - (2) Bidders quoting the lowest rate for individual items.
- (f) BSNL reserves right to negotiate against the price quoted by the bidder.
- (g) Tendering authority may negotiate with L1 bidder only or may make counter offer of the same L1 negotiated price to other successful bidder(s). However, BSNL reserves the right to award the work to multiple bidders.

**21. REJECTION OF BID**

The bid will be rejected in case of :-

- (a). Non-submission of required documents as per Section VII
- (b). Bid quoted with conditional rates
- (c). Non-submission of bid security
- (d). Late submission of bid
- (e). Non-acceptance of correction of price

**22. TENDERING AUTHORITY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

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

**23. DISPUTES IN TENDER FINALIZATION:**

In the event of any disputes arising out of finalizing of tender agreement or any other matter relating to this tender the decision of Sr. GMTD, Bhubaneswar shall be final and binding on all concerned.

24. CONTACTING THE TENDERING AUTHORITY

- (a) Subject to seeking clarifications on e-tendering and tender document, no bidder shall try to influence the Tendering authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- (b) Any effort by a bidder to influence the Tendering authority in the tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

## SECTION-III

### E-TENDERING INSTRUCTIONS TO BIDDERS

The instructions given below are ITI's e-tender portal centric and for e-tenders invited by the Sr General Manager Telecom District, Bhubaneswar of Odisha Circle only.

#### **A. General:**

- a. Submission of Bids only through online process is mandatory for this Tender for conducting electronic tendering; the Tendering Authority is using the e-Tender Portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI Limited, a Government of India Undertaking.
- b. For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the Electronic Tendering System (ETS).
  - i. It is advised that all the documents to be submitted (Section VII ) are kept scanned or converted to PDF format in a separate folder on the bidder's computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on the bidder's computer.
  - ii. While uploading the documents, it should be ensured that the file name should be the name of the document itself for easy pairing and scrutiny.

#### **B. Tender Bidding Methodology:**

**It is a Two Stage bidding system-**

Financial bids & Technical bids shall be submitted by the bidder at the same time.

#### **C. Broad outline of activities from Bidders perspective:**

- a. Procure a Digital Signature Certificate (DSC)
- b. Register for Electronic Tendering System (ETS) in e-Tender Portal.
- c. Create Users and assign roles on ETS
- d. View Notice Inviting Tender (NIT) on ETS
- e. Download Official Copy of Tender Documents from ETS
- f. Clarification to Tender Documents on ETS - Query to BSNL (Optional)
- g. View response to queries posted by BSNL, through addenda.
- h. Bid-Submission on ETS
- i. Attend Public Online Tender Opening Event (TOE) on ETS - Opening of Technical-Part
- j. Post-TOE Clarification on ETS (Optional)
- k. Respond to BSNL's Post-TOE queries
- l. Attend Public Online Tender Opening Event (TOE) on ETS - Opening of Financial-Part (Only for Technically Responsive Bidders)

#### **D. Digital Certificates**

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

**E. Registration**

The Tender document can be downloaded from the e-Tender Portal and to be submitted in the e-format.

Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified.

It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Intending bidders are requested to register themselves with M/s. ITI Limited through e-Tender Portal for obtaining user-id, Digital Signature Certificates etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

Sr General Manager Telecom District Bhubaneswar has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

After successful submission of Registration details and Vendor registration fee and processing fee (as applicable), please contact ITI Helpdesk and BSNL Contact Points (as given below), to get your registration accepted/activated.

ITI Tender Wizard Help Desk Contact	Shri Sanjib Mohapatra, <b>09937488749, 07377708585</b> , between 10:30 hrs to 18:00 hrs from 08.07.14 to 28.07.14, <a href="mailto:twhelpdesk404@gmail.com">twhelpdesk404@gmail.com</a>
BSNL Contact-1	Shri B.N.Pati, AGM (Plg) O/o GMTD BSNL Bhubaneswar Tel No.0674-2547000, Mob No.9439028888 between 10:30 hrs to 18:00 hrs from 08.07.14 to 28.07.14,, email id :bnpati@gmail.com
BSNL Contact-2	Shri Rajesh Kumar Palai, SDE (Computer) O/o GMTD, BSNL Bhubaneswar, Tel No.0674-2542154, Mob No.9438888883 between 10:30 hrs to 18:00 hrs from 08.07.14 to 28.07.14, email id :rajeshpalai.bsnl@gmail.com

**F. INTIMATION OF CORRECTIONS/MODIFICATIONS TO TENDER DOCUMENT**

The correction/modification, if any, in the tender document will be uploaded in the Website i.e. [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in) and [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) up to 16:00 Hrs of 26/07/2014 which will be treated as final. The amendments if any will not be published in the Newspaper. It is the responsibility of the bidders to visit e-Tender Portal and keep themselves updated regarding amendments/ correction/modification etc.

**G. OTHER INSTRUCTIONS, IF ANY**

- a. The following documents should be submitted online by uploading in the e-Tender portal:

Sl No.	Description	Reference, if any
1	Scanned copies of all pages of Tender document signed by the Tenderer or Authorised Person on all pages along with seal	Whole Tender Document
2	Self-Attested Scanned copy of VAT Registration	
3	Self-Attested Scanned copy of IT Return for FY 2012-13 and FY 2013-14	
4	Self-Attested Scanned copy of PAN Card	
5	Self-Attested Scanned copy of Turnover Certificate	NIT
6	Self Attested Scanned copy of the online Banking/RTGS/NEFT towards cost of Tender Paper	
7	Self attested Scanned copy of the online Banking/RTGS/NEFT towards cost of EMD/Bid Security	
8	No near relative certificate duly filled in and signed	
9	Scanned copy of Letter of Authorization to Tender Opening Event (TOE) , if any	Section-VIII Annexure-6

Read, understood , complied & agreed

Signature & seal of bidder with Date

10	Tenderers profile duly filled in	Section-VIII Annexure-I
11	Self-Attested Scanned copy of Original "Power of Attorney" in case person other than the Tenderer has signed the tender documents	
12	Self-Attested Scanned copy of "Partnership Deed" duly registered if applicable	
13	Self-Attested copy of Declaration of Non - tampering of tender document duly filled and signed.	Section-VIII Annexure-B
14	Self-Attested copy of Declaration for Downloading the tender Document vide Annexure-F.	Section-VIII Annexure-E
15	Self-Attested copy of Bid form duly filled and signed	Section-VIII Annexure-K
16	Self-Attested copy of Clause by clause compliance duly filled and signed.	Section-VIII Annexure-C
17	Self-Attested copy of the Check list duly filled in	Section-VII
18	Self-Attested copy of the Integrity Pack duly filled and signed	Section-VIII Annexure-H
19	Undertaking regarding genuineness of the documents/information submitted	Section-VIII Annexure-L

**Note: The bidder has also to upload the scanned copy of the above documents during uploading of the bid in E - format.**

b. Special Note on Security of Bids in ETS:

- i. Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:
- ii. As part of the Electronic Encrypted functionality, the contents of both the "Electronic Forms" and the "Main-Bid" are securely encrypted using a Password created by the server itself. The Pass-word is more difficult to break. This method of bid encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public- Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

c. Public Online Tender Opening Event (TOE)

- i. ETS offers a unique facility for "Public Online Tender Opening Event (TOE). Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.
- ii. Every legal requirement for a transparent and secure Public Online Tender Opening Event (TOE) has been implemented on ETS. As soon as a Bid is decrypted with the corresponding Pass-Phrase as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual Tender Opening Event is therefore replaced with this superior and convenient form of Public Online Tender Opening Event (TOE).
- iii. ETS has a unique facility of "Online Comparison Chart" which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- iv. ETS has a unique facility of a detailed report titled "Minutes of Online Tender Opening Event (TOE)" covering all important activities of „Online Tender Opening Event (TOE)". This is available to all participating bidders for "Viewing/ Downloading". There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.
- v. For further instructions, the vendor should visit the home -page of the e-Tender Portal (<https://www.tendewizard.com/BSNL>).

*Important Note: It is strongly recommended that all bidders should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.*

- vi. The following "FOUR KEY INSTRUCTIONS FOR BIDDERS" must be assiduously adhered to:
  1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
  2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
  3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
  4. Submit your bids well in advance of tender submission deadline on ETS. There could be last minute problems due to internet timeout, breakdown, et al. While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.
- vii. Recommended minimum Requirements at Bidders' end to access and use e-Tender Portal:
  - Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
  - Microsoft Office Excel software.
  - Internet connectivity with at least 512 Kbps speed.
  - Microsoft Internet Explorer 6.0 or above with Java.
  - Digital Certificate(s)
- viii. Helpdesk for Vendors

Vendors may contact the M/s ITI Limited Helpdesk personnel given in Para-E of this section, for any type of assistance/help, which they may require while uploading the bids.



## SECTION-IV

### GENERAL CONDITIONS OF CONTRACT

#### 1. APPLICATION:

The general condition shall apply in contracts made by the purchaser for the procurement of goods.

#### 2. AWARD OF CONTRACT & CONTRACT PERIOD

- (a). The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable subject to fulfillment of all tender conditions. Tendering authority shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security deposit. The tendering authority shall have the right to keep more than one contractor.
- (b). The work against the tender is for two year's requirement and the terms and conditions of this tender shall be operative for a period of two year from the date of signing of agreement between the BSNL and the Contractor.
- (c). The rates agreed upon shall be valid **for a period of two year** from the date of signing of agreement between the BSNL and the Contractor. The agreement will be normally for Two years and can be extended on mutual agreement on same approved rates and same terms & conditions for **another Six Months period** with proportionate increase in the estimated cost on the discretion of Sr. GMTD, Bhubaneswar.
- (d). **Performance Security Deposit (PSD):** The Bidders shall furnish Performance Security Deposit in the format at Annexure - F of Section VIII for an amount of 5% of the estimated cost of the tender in the form of Bank Guarantee from a Nationalized/ scheduled Bank for a period of 2½ (Two and half) years in favour of **A.O. (Cash), BSNL, O/o GMTD Bhubaneswar** payable at Bhubaneswar as awarded by the Sr. GMTD, Bhubaneswar. The PSD is to be deposited within **15 (Ten)** days from the date of receipt of letter of acceptance or letter of intent failing which their EMD or bid security may be forfeited and tender may be cancelled. BSNL may extend the time for submission of PSD.
- (e). In case of non-submission of PSD, a sum of 10% of the bill amount shall be deducted from each bill of the contractor, which shall be refunded after 2 years from the date of delivery of the goods subject to the conditions that no defect has been found in the supplied goods during this period of 2 years.
- (f). **The Performance Security Deposit may be forfeited in part/ whole in case of:**
- i. The successful L-1 bidder do not execute agreement after deposit of Performance Security Deposit **within 10 (Ten) days**. Unsatisfactory service by the contractor.
  - ii. Withdrawal of the successful tenderer from the contract before its expiry without giving proper notice as specified in the tender terms and conditions of this tender document.

#### 3. SIGNING OF CONTRACT AGREEMENT:-

The successful tenderer shall be required to execute an agreement on a non-judicial stamp paper of ₹.50/- (Rupees Fifty only) at his own cost as per the enclosed proforma **within 10 (Ten) days** from the date of deposit of PSD in this office. In the event of failure of the tenderer to sign the agreement within 10(Ten) days of being called upon to do so after depositing required PSD, or in the event of his failure to start the work as stipulated in the work order, then the PSD (Performance Security Deposit) in the form of DD or Bank Guarantee as the case may be, shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

Read, understood , complied & agreed

Signature & seal of bidder with Date

**4. DISQUALIFYING CLAUSE:**

- (a). The BSNL reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with the BSNL. The terms and conditions enumerated above shall be binding and the bidders shall have to accept them in writing along with tender. The Sr. GMTD, Bhubaneswar reserves the right to vary the quantity of goods to be supplied by contractor.
- (b). The BSNL reserves the right to award work to more than one contractor in exigency of service. However, the quantity of work may vary on contractor to contractor at any given point of time.

**5. TERMINATION OF CONTRACT BY BSNL**

- (a). The Sr. GMTD, Bhubaneswar may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such items without any compensation whatsoever to the contractor.
- (b). BSNL may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in parts by giving two months notice in writing to the contractor if the contractor fails to supply goods within the period specified in the contract or any extension thereof granted by BSNL.
- (c). If the contractor fails to perform any other obligation (s) under the Conditions of the contract.
- (d). All instruction, notices & communication etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the contractor.
- (e). Notwithstanding anything contained herein, BSNL reserves the right to terminate the contract at any stage or time during the period of contract by giving two months notice in writing without assigning any reason and without incurring any financial liability whatsoever to the contractor.
- (f). BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

**6. RIGHT TO VARY QUANTITIES**

BSNL will have the right to increase or decrease the approximate requirement specified in the financial bid without any change in the unit rate or other terms and conditions of contract.

**7. ANNULMENT OF AWARDS**

Failure of the successful bidder to comply with the requirement of Section-IV & V constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event tendering authority may make the award to any other bidder at the discretion of tendering authority or call for new bids.

**8. FORCE MAJEURE:**

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 is 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 events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the

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Signature & seal of bidder with Date

supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

**9. ARBITRATION:**

- (a). In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of Sr GMTD Bhubaneswar or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the Sr GMTD Bhubaneswar or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Sr GMTD Bhubaneswar of BSNL, Odisha shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Contractor will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a 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 a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment there of or any rules made thereof.
- (b). The venue of Arbitration proceeding shall be Office of Sr GMTD Bhubaneswar, Doorsanchar Bhawan, Unit-IX, Bhubaneswar or such other place as the arbitrator may decide.
- (c). The arbitrator may from time to time with the consent of both the parties enlarge the time frame 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.

**10. SET OFF:**

- (a). Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by contractor with BSNL.
- (b). In the event of said security deposit being insufficient, the balance of total amount recoverable as the case may be shall be deducted from any such due to the Supplier under this or any other contract with BSNL. Should this amount be insufficient to cover the said full amount recoverable, the Supplier shall pay to BSNL on demand the balance amount, if any, due to BSNL within 30 days of the demand by BSNL.
- (c). If any amount due to the company is so set off against the said security deposit, the Supplier shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

**11. DEBARRING CONDITIONS**

- a. Sub-contracting of the job will debar and disqualify a successful bidder.
- b. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
- c. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

Read, understood , complied & agreed

Signature & seal of bidder with Date

**12. OTHER CONDITIONS:**

- (a). The contractor shall not assign or sublet the work to any other person or agency without the prior written approval of Sr GMTD, Bhubaneswar.
- (b). The Sr. GMTD, Bhubaneswar reserves the right to impose any other conditions, if necessary, at any time during the validity period of the tender.
- (c). If the contractor fails to carry out work with the expected speed and standard the contract will be terminated and no work will be awarded.
- (d). BSNL will not be responsible for any loss incurred by the contractor in carrying out the contract work.
- (e). Taxes will be recovered as per BSNL rules as applicable from time to time.
- (f). The Sr. General Manger Telecom District BSNL, Bhubaneswar reserves every right to cancel / reject the contract for any work / all works if found unsatisfactory at any time during the validity period of contract without assigning any reason but giving at least 15 (Fifteen) day advance notices.
- (g). The EMD of the successful tenderer shall be refunded without interest after completion of execution of agreement on deposit of Performance Security Deposit in case the tender(s) is finalized or within a month if the tender will be cancelled.
- (h). The Sr. General Manager Telecom District, BSNL, Bhubaneswar reserves the right to go for more than one contractor in order to meet the time schedule for completion of works or otherwise for a specified category of work as deemed fit in the interest of the BSNL, Bhubaneswar. His decision in this respect will be final and binding on all concerned.
- (i). In case the L1 bidder fails to execute the work at any stage of the contract, the L2 bidder of the on approved L1 rates may be asked to complete the work as per the discretion and decision of Sr. GMTD, Bhubaneswar. However, the Performance Security Deposit of the defaulted contractor will be forfeited and he may be black listed.

**13.SCOPE OF WORK:****Part I: COMPUTER SOFTWARE AND NETWORK TECHNICAL SUPPORT**

- a) To configure the online TRA counters of the district, working in Door Sanchar Bhawan, CTO, DTO Bhubaneswar, Puri, DTO Puri, Nayagarh, Khurda, Jatni, Nimapara & other places within the Bhubaneswar Telecom District.
- b) Provide technical support in opening of new online counter within the jurisdiction of Bhubaneswar Telecom District.
- c) To maintain the software configuration of PC, Printer & LAN of the district, working in Door Sanchar Bhawan, CTO, DTO Bhubaneswar, Puri, DTO Puri, Nayagarh, Khurda, Jatni, Nimapara & other places within the Bhubaneswar Telecom District.
- d) Configuration of the software of computer hardware in CCN(CMTS), DotSoft, TVARIT-PLUS & CDR nodes of the district, working in Door Sanchar Bhawan, CTO, DTO Bhubaneswar, Puri, DTO Puri, Nayagarh, Khurda, Jatni, Nimapara & other places within the Bhubaneswar Telecom District.
- e) Coordinate with the different AMC vendor to sort out AMC matters of PC, LAN and any other hardware related to the IT infrastructure of this SSA.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- f) First line maintenance of CCN(CMTS), DOTSOFT & CDR PCs & LAN persuasion and co-ordination in the office.
- g) Coordinate with the Electrical Maintenance section whenever any fault comes in the UPS or in any electrical installation related to IT infrastructure.
- h) In case of any fault in any PC or Printer, the vendor has to diagnose the fault to identify the root cause of the fault and if it is found to be a software fault the vendor has to rectify the fault related to CCN(CMTS), DOTSOFT, TVARIT-PLUS & CDR.

**Part II : MAINTENACE OF COMPUTER PERIPHERAL AND SUPPLY OF HARDWARES**

- (a) Both the hardware and software works are to be done at the required site if the site is located in Bhubaneswar city. For any requirement at sites outside Bhubaneswar city, the affected system will be made available to the vendor by BSNL at Doorsanchar Bhawan, Unit-9, Bhubaneswar-751022 for necessary work by the vendor.
- (b) After completion of each piece of work, the vendor has to get the service report signed by the user clearly mentioning the date of reporting of work and the date of completion of work with details of work done. These service reports are to be submitted along with the bill while claiming the payment.
- (c) The software related work has to be carried out within 48 hours from the time of reporting. Hardware related work has to be done basing on a requisition from any staff of this SSA duly countersigned by the SDE (Computer) of this office within one week of the date of issue of the requisition

**14.PENALTY:**

- a. Penalty upto 5% per week delay of the actual cost of the work will be imposed on the vendor in case the work is delayed more than 7 days due to negligence or any fault on the part of the vendor, thus hampering the official business of BSNL. On receipt of written complaint in this regard from the user, SDE (Computer) will decide whether the delay is due to the negligence of the vendor or not.
- b. In case any data, hardware or software is damaged or lost by the vendor while carrying out the maintenance work, competent authority may impose a penalty on the vendor amounting to the reasonable cost of the damaged or lost item which will be processed by the SDE (Computer) and approved by Sr GMTD, Bhubaneswar..
- c. In case of imposition of penalty, the amount will be deducted from the pending bills, if any, otherwise from the Security Deposit of the vendor. In any case, penalty will not exceed 20%.  
In any of the above cases, if competent authority of BSNL Bhubaneswar feels that the work done by the vendor is not satisfactory, then the contract may be cancelled by the Sr. GMTD Bhubaneswar and the Security Deposit of the vendor may be forfeited

**SECTION-V****SPECIAL CONDITIONS OF CONTRACT**

1. These conditions supplement the General conditions of contract mention in Section-IV.
2. **PURCHASE ORDER (PO):**

Approximate estimated requirement of computer consumable items are as mentioned in the financial bid. However it should be clearly noted that BSNL shall place the order only as per the actual requirement from time to time.
3. **DELIVERY PERIOD:**

All goods shall be supplied by the supplier within 2(three) weeks from the date of issue of the Purchase Order. However, BSNL may extend the delivery period with or without imposing any penalty after receiving a written request from the supplier with sufficient and reasonable grounds. Goods are to be supplied to the consignee mentioned in the purchase order.
4. **PENALTY CLAUSE:**

If the supplier fails to deliver the computer consumables, with appropriate quantity as well as quality, within the period prescribed for delivery, BSNL shall be entitled to recover 0.5% of the value of the goods having delayed supply for each week of delivery or part thereof for a period of 2 weeks, and then 0.7% for each week for another 2 weeks. If the supplies are not completed in the extended delivery period, the PO shall be short-closed and the performance securities may be forfeited.
5. **PREPARATION & SUBMISSION OF BILL:**
  - i. The contractor shall prepare a bill in duplicate indicating the goods supplied, the rates, the quantities, the TAX components and the Purchase Order details, within one month of the delivery of the goods or/and maintenance support.
  - ii. The bill should be submitted along with the Delivery challan(s), if any.
  - iii. Copy of last VAT Payment receipt.
  - iv. Normally, bill shall be processed after receipt of all the goods ordered as per Purchase Order. However, part payment can be considered if cost of the supplied goods is more than 80% of the value of the Purchase Order subject to approval of the Sr GMTD, Bhubaneswar.
  - v. Penalty Clause at 4 is applicable in case of late submission of bills.
6. **The BSNL will pay no advance of any kind.**
7. **WARRANTY:**

The supplier will ensure that the Guarantee/ Warranty period of the computer consumables are properly defined for all the goods. During this period the supplier should see that the faulty/date expired computer consumable are replaced within 2(two) weeks, free from all charges at site.
8. **QUALITY OF GOODS:**

It is the responsibility of the supplier to ensure that the goods supplied are of genuine quality and brand. In case it is found that the goods are of duplicate quality or brand, BSNL may reject the contract and the supplier may be blacklisted for future business with BSNL.
9. Transportation and packing charges, if any, shall be borne by the supplier and the same shall not be claimed by the bidder, for reimbursement from BSNL.
10. The approved rates of goods shall remain unchanged throughout the contract period and the rate shall not be revised in any case.

Read, understood , complied & agreed

Signature & seal of bidder with Date

**SECTION-VI**

**FINANCIAL BID**

**PART-I**

**(Weight age=20%)**

**BID FORMAT FOR SOFTWARE & NETWORK TECHNICAL SUPPORT (Part-I)**

Rs. ....../- (Rupees. .... ) per month for carrying out the jobs mentioned in item No.13 Part-I ,Section-IV as per the terms and conditions mentioned. This cost is exclusive of Service Tax but inclusive of all other taxes and any other govt. levies.

**Signature of the Tenderer**

**Full address of Tenderer &**

**Contact telephone No**

**PART-II****PRICE BID FORMAT FOR MAINTENANCE OF COMPUTER PERIPHERAL AND SUPPLY OF HARDWARES**

SI No.	SPECIFICATION/ DESCRIPTION OF WORK	Unit Price (in Rs.) (This cost is inclusive of Service Tax, all other taxes and any other govt. levies)			Warranty in Months
		Weight age	In Figures	In Words	
<b>Maintenance of Computer &amp; Peripherals on call basis</b>					
1	Reloading of OS , backup user data if any, loading and updation of Anti-virus, Office applications, CDR, CCN, TVARITPLUS, DOTSOFT, KENNAN FX applications, Broadband configuration if any, Internet browser configuration, other miscellaneous software like Acrobat Reader, Text Pad, Printer Driver software.	12			3 months
2	Repairing of CRT Monitor	2			-do-
3	Repairing of TFT Monitor	2			-do-
4	Repairing of Offline UPS	1			-do-
5	Repairing of LAN Switch	1			-do-
6	Repairing of Mother Board	2			-do-
<b>Rate of Spare Parts</b>					
7	Processor	Intel P Core 2 Duo 2.8GHz	2		1 year
		Intel Celeron Minimum 1.8GHz	1		-do-
		AMD Minimum 2GHz	1		-do-
8	Mother Board with compatible RAM slot for existing system.	Intel for P4	1		1 year
		Intel for Dual Core	1		-do-
		Intel Core 2 duo	1		-do-
		Non Intel for P4/DC/C2D	1		-do-

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Signature &amp; seal of bidder with Date



9	Memory	1 GB DDR-1	2		1 year
		1 GB DDR-2	1		-do-
		2 GB DDR-2	1		-do-
		1 GB DDR-3	1		-do-
		2 GB DDR-3	1		-do-
		1 GB DDR-2 (Laptop)	1		-do-
		1 GB DDR-3 (Laptop)	1		-do-
10	HDD	300 GB SATA	1		1 year
		500 GB or Above SATA	2		-do-
		Laptop (minimum 500 GB SATA )	1		-do-
11	LAN Card	10/100 Mbps LAN CARD	2		1 year
12	Monitor	17" TFT Monitor	1		-do-
		18/19" TFT Monitor	1		-do-
13	Drive (Internal)	DVD Writer	1		-do-
14	SMPS	SMPS compatible with the existing CPU & cabinet.	2		6 months
15	Output device	Stereo Amplifier Speaker	1		-do-
16	Battery	12V/7 AH for UPS	1		-do-
		CMOS battery for Mother Board	1		-do-
17	Modem	56Kbps Internal	1		-do-
		56Kbps External	1		-do-
18	COM Port card	PCI Card	1		-do-
19	LAN Cable	Cat-5 (300 Mtrs)	1		-do-
		Cat-6 (300 Mtrs)	1		-do-

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20	Laptop Charger	Lenovo	1		1 year
		HP Compaq	1		-do-
		Acer	1		-do-
		Dell	1		-do-
21	Laptop Battery	Lenovo	1		-do-
		HP Compaq	1		-do-
		Acer	1		-do-
		Dell	1		-do-
22	8 Port LAN Switch (Unmanaged)	D-LINK/TPLINK/ZYXEL	1		2 Year
		Cisco	1		2 Year
23	8 Port LAN Switch(managed)	D-LINK/TPLINK/ZYXEL	1		2 Year
		Cisco	1		-do-
24	24 Port LAN Switch (Unmanaged)	D-LINK/TPLINK/ZYXEL	1		-do-
		Cisco	1		-do-
25	24 Port LAN Switch (managed)	D-LINK/TPLINK/ZYXEL	1		-do-
		Cisco	1		-do-
26	HDD PATA	40 GB	1		-do-
27	Scanner Power Adapter	Scanner	1		1 Year
28	External DVD Writer	HP/Samsung/LG	1		-do-
29	Head Phone with microphone	IBALL/Intex/Zebronic	1		-do-
30	Web Camera	VGA(min 2 Megapixel)	1		-do-
31	Offline UPS 600 VA	APC/INTEX/LUMINOUS	4		- do-

(Rates are to be quoted in both figures and words. In case of difference, rate quoted in words will be taken as valid)

Place : \_\_\_\_\_ Signature of the Tenderer \_\_\_\_\_

Date: \_\_\_\_\_ Name of the Tenderer \_\_\_\_\_

Read, understood , complied & agreed

Signature & seal of bidder with Date

## SECTION-VII

## CHECK LIST/REQUIREMENTS

## A. Documents required to be submitted through e-Tender Portal

Sl No.	Description	Reference	Remarks (Yes (Y), No (N), Not Applicable (NA))		
			(√ Tick whichever is applicable)		
			Y	N	NA
1	Scanned copies of all pages of Tender document signed by the tenderer or Authorised Person on all pages along with seal	Whole Tender Document			
2	Self-Attested Scanned copy of VAT Registration				
3	Self-Attested Scanned copy of IT Return for the FY 2012-13 and 2013-14				
4	Self-Attested Scanned copy of PAN Card				
5	Self-Attested Scanned copy of Sales tax registration certificate				
6	Self-Attested Scanned copy of latest Sales tax Clearance certificate				
7	Self-Attested Scanned copy of Turnover Certificate	NIT			
8	Self Attested Scanned copy of the online Banking/RTGS/NEFT towards cost of Tender Paper				
9	Self attested Scanned copy of the online Banking/RTGS/NEFT towards cost of EMD/Bid Security				
10	No near relative certificate duly filled in and signed	Section-VIII Annexure-D			
11	Scanned copy of Letter of Authorization to Tender Opening Event (TOE) , if any	Section-VIII Annexure-G			
12	Tenderer's profile duly filled in	Section-VIII Annexure-I			
13	Self-Attested Scanned copy of Original "Power of Attorney" in case person other than the tenderer has signed the tender documents				
14	Self-Attested Scanned copy of "Partnership Deed" duly registered if applicable				
15	Self-Attested scanned copy of Declaration of Non - tampering of tender document duly filled and signed.	Section-VIII Annexure-B			
16	Self-Attested copy of Declaration for Downloading the tender Document vide Annexure-F.	Section-VIII Annexure-E			
17	Self-Attested scanned copy of Bid form duly filled and signed	Section-VIII Annexure-K			
18	Self-Attested scanned copy of Clause by clause compliance duly filled and signed.	Section-VIII Annexure-C			
19	Self-Attested scanned copy of the Check list duly filled in	Section-VII			
20	Self-Attested scanned copy of the Integrity Pack duly filled and signed	Section-VIII Annexure-H			
21	Scanned copy of the Undertaking regarding genuineness of the documents/information submitted	Section-VIII Annexure-L			

N.B.: Bidder should produce the relevant original documents for verification as and when required by BSNL.

Read, understood, complied & agreed

Signature & seal of bidder with Date

B. Requirements:					
Sl No.	Description	Reference	Remarks (Yes (Y), No (N), Not Applicable (NA))		
			<input type="checkbox"/> Tick whichever is applicable		
			Y	N	NA
1	Whether all the <i>scanned documents</i> as required are uploaded in the E-Tender Portal?				
2	Whether Financial Bid submitted in e-Tender Portal.				
3	Whether the corrections if any has been encircled and fresh entry mode and signed by the authorized signatory? (No over writing is permissible).				
4	Whether the offer is conditional ? (All conditional offers will be rejected.)				
5	Whether Check List/Requirements submitted?	Section-VII			

NOTE (All corrections and overwriting must be signed with date by the tenderer or his authorized representative)

**SECTION-VIII****FORMATS FOR  
DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES**

SL. No.	Format Name	Page No
1.	ANNEXURE-A: Agreement (Sample Format)	30-31
2.	ANNEXURE-B: Declaration of Non tampering of tender document	32
3.	ANNEXURE-C: Declaration of clause by clause compliance	33
4.	ANNEXURE-D: No near relatives certificate in BSNL	34
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10.	ANNEXURE-J: Mandate form for transfer of payment through electronic clearance / electronic fund transfer	44
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ANNEXURE-A

AGREEMENT (Sample Format)

An agreement made this ..... between Sr. GMTD, Bhubaneswar hereinafter called the BSNL to the context include his successors and assignees on the one part and ..... having his/ its residence/ Office at..... (Actual through its constituted attorney hereinafter called "Contractor" (Which term shall include their heirs, executors, successors and assignees on the other parts.

Whereas the BSNL is desirous of getting executed certain work namely: supply of computer consumables for Bhubaneswar Telecom District.

Vide Tender No..... dated -.....

And whereas the contractor is ready and willing to execute the said works in accordance with contract as per different terms - conditions of the tender document vide Tender No.....Dt .....

Now this agreement and it is hereby agreed and declared as follows.

1. The tender notice, Terms and conditions, Tender schedule etc as per tender document vide Tender No ..... dated - ..... along with its enclosures) annexed hereto and such other additional particular instructions drawing as may be found requisite to be given during execution of the work shall be deemed and taken to be integral part of the contract and also be deemed to be included in the expression " Contractual or contract documents" wherever herein used.
2. In consideration of the payment to be made to the Contractor for the works to be executed by him, the contractor hereby conveys the BSNL that the contractor shall in accordance with the tender document to supply computer consumables for Bhubaneswar Telecom District and shall perform all other acts, deeds, comments and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms- conditions of the tender.
3. The party at second part called as " Contractor" also declares that none of his/her relatives i.e Wife, Husband, Parents, Grand parents, children and Grand Children, Brothers, Sisters, Uncles, Aunts and cousins and their corresponding in-laws is working as an officer or an official in BSNL in Orissa Telecom Circle.
4. In consideration of the due provisions, execution and completion of the said works, the BSNL hereby agrees with the Contractor that the BSNL will pay to the Contractor the respective amounts for the goods supplied by the contractor such sum(s) as may become payable to the contractor under the provisions of the contract agreement.
5. The contract will be in force for one year with effect from ..... to .....
6. Performance Security Deposit of Rs.....is furnished below:-  
  
Performance Security Deposit for Rs..... is furnished through of Bank Guarantee/ DD No. .... Dt..... of (bank) .....and it is valid upto Dt.....

In witness where of the particulars here to have executed these present the day and the year first above written.

Read, understood , complied & agreed

Signature & seal of bidder with Date

Signature of the Contractor

Signed and delivered

Name/Address of the Contractor

for and on behalf of the  
Bharat Sanchar Nigam Limited.

In the Presence of witness:

1. Signature:

1. Signature:

Name/Address:

Name/Address:

Designation:

Designation:

ANNEXURE-B

Declaration of Non tampering of tender document

I, Sri/Smt/M/s \_\_\_\_\_(authorized signatory)

hereby declare that the tender document submitted has been downloaded from the website "http://www.orissa.bsnl.co.in" or **www.tenderwizard.com/BSNL** and I have checked up that no page is missing and all pages as per the index are available and no addition/ deletion/correction/tampering has been made in the tender document. In case at any stage, it is found that any addition / deletion / correction has been made, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Place:\_\_\_\_\_

Date:\_\_\_\_\_

Signature of bidder/Authorized Signatory

Name of the \_\_\_\_\_

Seal of the bidder: \_\_\_\_\_



ANNEXURE-C

DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE

I \_\_\_\_\_(authorized signatory) hereby  
declare that I shall comply with all the terms and conditions of the tender documents as out lined in all the clauses  
unconditionally.

Place : \_\_\_\_\_

Signature of the Tenderer \_\_\_\_\_

Date: \_\_\_\_\_

Name of the Tenderer \_\_\_\_\_

ANNEXURE-D

NO NEAR RELATIVES CERTIFICATE IN BSNL

[Certificate to be given by the contractor in respect of no near relative (s) in BSNL of the contractor]

DECLARATION

I/We \_\_\_\_\_ S/o \_\_\_\_\_  
\_\_\_\_\_ resident of \_\_\_\_\_

\_\_\_\_\_ hereby certify that none of my near relative(s) as defined in the tender document is/are employed anywhere 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 \_\_\_\_\_

Name : \_\_\_\_\_

**Note: 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) 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 the bidder \_\_\_\_\_

Name : \_\_\_\_\_

(Capacity in which signing)

Place:  
Date:

ANNEXURE-E

Declaration for Downloading the tender Document.

I \_\_\_\_\_ (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in) or [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) and no addition/deletion/correction has been made in the proforma downloaded. I also declare that I have enclosed a DD for Rs...../- towards the cost of tender document along with this bid. In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation.

Date: \_\_\_\_\_ Signature of Tenderer \_\_\_\_\_

Place: \_\_\_\_\_

Name of Tenderer \_\_\_\_\_

(Along with date & Seal)

ANNEXURE-FPERFORMANCE BANK GUARANTEE (BOND FORM)

In consideration of the President of India (hereinafter called "the BSNL") having agreed to exempt \_\_\_\_\_ (hereinafter called the "Contractor(s) ") from the demand, under the terms and conditions of an agreement/Tendering authority Order) No. \_\_\_\_\_ Dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the "the said agreement"), of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for \_\_\_\_\_ we, \_\_\_\_\_ (Name of the Bank) \_\_\_\_\_ (hereinafter referred to as "the Bank") at the request of \_\_\_\_\_ (contractor(s) do hereby undertake to pay to the BSNL an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL by reason or any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

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

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

4. We (name of the Bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Sr GMTD, BSNL, BHUBANESWAR certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of **TWO AND HALF YEAR** from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s).

7. We (Name of the Bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated \_\_\_\_\_

Place \_\_\_\_\_ Signature: \_\_\_\_\_

For \_\_\_\_\_  
(indicate the name of the Bank)

ANNEXURE-6LETTER OF AUTHORISATION TO ATTEND BID OPENING  
(To reach on or before date of bid opening)

To

The DGM (Rural & Admin)  
O/o Sr.GM Telecom District Bhubaneswar  
Bhubaneswar 751 022 (ODISHA)

Sub: Authorization for attending bid opening on \_\_\_\_\_ (date) in the Tender  
for supply of computer consumables for Bhubaneswar Telecom District, Bhubaneswar.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf  
of \_\_\_\_\_ (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
I		
II		

Alternate Representative

\_\_\_\_\_  
Signature of bidder Or Officer authorized to sign the bid  
Documents on behalf of the bidder

Note:

- 1 Maximum of one representative will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
- 2 Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

Read, understood , complied &amp; agreed

Signature &amp; seal of bidder with Date

ANNEXURE-H

**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) commit 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

Read, understood , complied & agreed

Signature & seal of bidder with Date

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**

Read, understood , complied & agreed

Signature & seal of bidder with Date



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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- 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

.....  
For the Bidder/Contractor

Place.....

Witness 1: .....

Date.....

Witness 2: .....

ANNEXURE-ITENDERER'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 form

Sl#	Item	Details
1	Name of the individual tenderer	
2	Name of the person submitting the tender whose photograph is affixed (In case of proprietorship /Partnership firms, the tender has to be signed by proprietor/partner only holding the Power of Attorney to sign the bid, as the case may be)	
3	a. Permanent Address of the tenderer  b. Local Address of the tenderer in Bhubaneswar SSA	
4	a. Tel. Nos. with STD code  b. email id	Office: Fax: Residence: Mobile No: _____
5	Registration & incorporation particulars of the tenderer (if other than individual): i) Individual ii) Proprietorship iii) 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)	
6	Name(s) of the Individual/ Proprietor/ Partners / Directors *	
7	Tenderer's bank, its branch, address and his current account type and number	
8	PAN No. & Income Tax Circle	
9	Is the firm registered with any Agency / Government? If so, furnish details of registration.	
10	Has the firm been blacklisted by any Organization? If so, attach details thereof. *	
11	Is the Bidder aware of all the Rules and Guidelines of Government on the subject of tender? (Write YES or NO)	
12	VAT Registration Number	

\* (In case the space is insufficient, attach list separately)

1, Shri/Smt ..... hereby declare that the information furnished above is true and correct.

Place:

Signature of tenderer /Authorized signatory

Date:

Name & Seal of the tenderer

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-J**MANDATE FORM FOR TRANSFER OF PAYMENT THROUGH  
ELECTRONIC CLEARANCE / ELECTRONIC FUND TRANSFER**

To

The Sr General Manager Telecom District Bhubaneswar,  
Bhubaneswar.751022 (ODISHA)

Sir,

Kindly pay any amount due to us to our Bank Account as detailed below either by Electronic Clearance/Electronic Fund Transfer mode and oblige.

Sl#	Item	Details
1	NAME OF THE CONTRACTOR	
2	NAME OF THE BANK	
3	NAME OF THE BRANCH	
4	NATURE OF ACCOUNT CA/SB/CC	
5	ACCOUNT NUMBER	
6	BANK CODE (MICR CODE)	
7	BANK IFSC CODE	
8	ADDRESS OF BANK	

DATE: \_\_\_\_\_

SIGNATURE OF SUPPLIER/BIDDER

(TO BE FILLED IN BY THE BANK AUTHORITIES)

The information furnished above is correct as per our records.

SIGNATURE OF MANAGER \_\_\_\_\_

WITH BANK SEAL AND DATE

Tel No: \_\_\_\_\_

Fax No:.....

Original copy signed by Bank Officer with seal to be submitted.

Read, understood , complied &amp; agreed

Signature &amp; seal of bidder with Date

ANNEXURE-K

BID FORM

(To be attached with Section-VII A)

To

The Sr General Manager Telecom District, Bhubaneswar,  
Doorsanchar Bhawan, Unit-IX,  
Bhubaneswar-751022 (ODISHA).

Dear Sir,

- 1) Having the conditions of contract and services to be provided the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide the same in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2) We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
- 3) If our Bid is accepted, we will obtain the guarantees of a Nationalised/ Scheduled Bank for a sum not exceeding **5%** of the contract sum for the due performance of the Contract.
- 4) We agree to abide by this Bid for a period of **180** days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
- 5) Until an agreement is signed and executed, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.
- 6) Bid submitted by us is properly verified and prepared so as to prevent any subsequent replacement. We understand that you are not bound to accept the lowest or any bid, you may receive.
- 7) We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the BSNL website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL). Any deviation will result in the rejection of the bid.

a. Dated this .....Day of .....2014.

b. Signature of

c. In capacity of

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

e. Witness .....

f. Address .....

g. Signature

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-L

UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED

I, Shri/Smt ..... Son/Daughter of Shri ..... do hereby undertake that all the documents / certificates submitted by me with this tender 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 EMD/ Performance Security Deposit, termination of my contact agreement and/or black-listing of my contract as deemed fit.

Place:

Signature of tenderer / Authorised signatory

Date:

Name & Seal of the tenderer

\*\*\*\*\* End of Tender document \*\*\*\*\*