



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

**e - TENDER DOCUMENT FOR OUTSOURCING OF FTTH
CONNECTIONS AND LEASED LINE FOR BHUBANESWAR
TELECOM DISTRICT**

TENDER NO: N-183(A)/2021-22 DATED: 16/07/2021

[For Two Years]

NOTE: Only One Tender form should be used.

CONTENTS OF TENDER DOCUMENT

SECTION NO.	DESCRIPTION	PAGE NO.
Cover Page	COVER PAGE	01
Index	INDEX	02
I	NOTICE INVITING TENDER	03-04
II	ESTIMATED COST, EMD/BID SECURITY/PBG/TENDER PAPER COST	05
III	SCOPE OF WORK	06-07
IV	SAFETY, SECURITY AND OBSERVANCE OF LABOUR LAW	08
V	INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS OF TENDER	09-24
VI	FINANCIAL BID	25
VII	CHECK LIST/REQUIREMENTS	26
VIII	FORMATS FOR DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES	27-42

SECTION-I**BHARAT SANCHAR NIGAM LIMITED****(A Govt. of India Enterprise)****Office of the General Manager, Telecom Dist-Bhubaneswar-751022.****NOTICE INVITING TENDER****E - Tender document for provisioning FTTH AND LEASED LINES connections 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. No.	Item	Particulars
1	Tender Notice No & date	N-183(A)/2020-21 Dated 16/07/2021
2	Tender item	Outsourcing of FTTH and Leased Lines Connections in Bhubaneswar Telecom District.
3	Tender Document can be downloaded from	16/07/2021
4	Date of receipt of queries from bidders	Upto 15.00 Hrs. of 22/07/2021
5	Reply of queries by BSNL	Before 18.00 Hrs of 23/07/2021
6	Last Date of Submission of Tender	02/08/2021 up to 15.00 Hrs
7	Date & Time of Opening of Tender (Technical Bid only)	03/08/2021 at 15:00 Hrs
8	Estimated Cost	As Per Zone
9	Amount of Bid Security as in Section II.	The cost of EMD and cost of Tender paper to be paid through online Banking/RTGS/NEFT/adjustment availed by the existing vendor of this SSA or TDR/PBG pledged to A.O. (Cash), BSNL, O/o PGM TD Bhubaneswar / PBG as per the Section-I, Para 2(b). Exemption is allowed to MSME Bidders.
10	Cost of Tender Form	The cost of Tender Form and cost of Tender paper to be paid through online Banking/RTGS/NEFT as per the Section-I, Para 2(b). Exemption is allowed to MSME Bidders.

**** In case of TDR/PBG is submitted towards the cost of EMD, the bidder needs to submit the TDR/PBG original in the Drop Box available at AGM (Planning), Room No. 214, 2nd Floor Door Sanchar Bhawan, Unit-IX, Bhubaneswar on or before opening of tender Technical Bid. In case person other than the tenderer has signed the tender document then Original "Power of Attorney" must be submitted in the drop box on or before last date of submission.**

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

2(a) The Tender document can be downloaded from the website: & www.Odisha.bsnl.co.in and to be submitted in e-format. Costs of Tender Document and Earnest Money Deposit (EMD) have to be submitted as per following details given in Para 2(b).

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

Name of the Bank and Branch	UNION BANK OF INIDA, BHUBANEWAR
Accounts Name	A.O. (Cash), BSNL, O/o PGM TD Bhubaneswar
Account Number	380801010035275
IFC Code	UBIN0538086
Address of the Bank	Ashok Nagar Branch, Bhubaneswar: 751009, Odisha
MICR Code	751026002
Mail Id:	email id: aobillingbbsr@gmail.com
Contact No	Tel.No.0674-2541969
In case of EMD in the form of TDR/ PBG	Should be pledged in favour of A.O. (Cash), BSNL, O/o PGM TD Bhubaneswar with validity for a period of Six Months from the date of opening.

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

The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of tender fee. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for photocopies valid on the date of opening of the tender. The scope of work of the above MSE registered bidders must be for photocopier work. MSE bidders claiming exemptions from Tender fee & EMD as per MSME guidelines must also register their UAM on CPPP and submit proof in this regard along with their bid.

Note: The exemption of Tender Paper cost and EMD for MSME/NSIC category of bidders with the specific registration for example. The name of the beneficiary in case of the sole bidder or proprietary firm should either be in the name of person/Company, with which capacity she /he is participating in the tender. And in case of the limited company, the MSME/NSIC registration must be in the name of all board of Directors of the same company. Any deviation will not be considered.

(c) 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. NIC Limited through the website **www.etenders.gov.in/eprocure** 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) 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.etenders.gov.in/eprocure** as per Annexure - E of Section VIII).
3. (d) In case of any correction/ addition/ alteration/omission is found in the original tender document; the tender bid shall be treated as non-responsive and shall be rejected.
- 4.(a) The bidder should have an experience in Jointing or Overhead drawing of 4 OF cable for provisioning/maintenance of FTTH connections in BSNL/MTNL/Other PSUs/Central Govt. or Revenue share partners with minimum 400 connections or Revenue Share for maintenance or capital works of FTTH connections with minimum of 35 % of estimated cost for the FY 2018-19,2019-20 and 2020-21. Total experience for the FY 2018-19,2019-20 and 2020-21 taking together must be at least 35 % of the estimated cost for the zone which applied. Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent. Experience certificate issued by any TDE or equivalent duly countersigned by an officer not below the rank of DGM will also be considered. The Vendor should submit Turn Over certificate for the ,FY 2017-18,FY 2018-19 and 2019-20, the turn over certificate issued after July 2019 must have a Valid UDIN number else the bidder will be rejected from this tender.
4. (b) All the minimum required tools like OFC splicing machine, OTDR, GPS meter, drilling machine are to be arranged by the Successful Bidder. The successful bidder must have one set of such tools in his own name, before execution of the agreement.
4. (c) 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 representative of bidder 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, 3rd Floor, Door Sanchar Bhawan, Unit-IX, Bhubaneswar-751022** 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. 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.
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 signed by the bidder.
9. All statutory taxes as applicable shall be deducted at source before payment.

**Principal General Manager Telecom District
Bhubaneswar - 751 022**

SECTION - II
Tender Details

Zone	Jurisdictions	Estimated cost (Amount in Rs.)	EMD / BID Security Amount (In Rs.)	PBG Amount (In Rs.)	Tender Paper Cost (In Rs.)
VI	PURI CITY	30,00,000	60,000	90,000	590
VIII	NIM & SDOT PURI	30,00,000	60,000	90,000	590
IX	KHURDA/NAYAGARH/ BALUGAON	20,00,000	40,000	60,000	590

* One Bidder can participate maximum in Two zones.

In exigency case the PGM TD, Bhubaneswar reserves the right to allow any approved bidder to any zone.

N.B. - The existing vendor(s) of this SSA may avail for adjustment of respective EMD amount(s) against the pending Bill(s) / Invoice No(s). and passed amount of the bill(s), if so desire, by applying for the same with specific request on case to case basis.

For example:

i). NIT No. AAA, EMD Amount: Rs.100/- (For Zone-1)

EMD Amt.: Rs.200/- (For Zone-2).

In such case, the existing vendor of this SSA should obtain the approval of adjustment of EMD amount(s), issued by the competent authority, which will be considered by the tendering authority subject to uploading of the same in the e-tender portal.

Note 1: The quantities stated above are estimated and BSNL reserve the right to vary the quantity to the extent of -25% to + 25% of the specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

1. Payment terms:

No payment will be made for goods rejected at the site on testing.

- 1.1 The Payments due to the contractor / vendor will be effected preferably through Electronic Clearing scheme (ECS) or Electronic Fund Transfer method (EFT) directly to the Bank account of the contractor / vendor. Contractor / Vendor should submit the mandate form/Vendor creation as in Annexure- II duly filled and signed with a Cancelled / Photo Copy of the Cheque leaf along with the performance security Bond / Agreement on receipt of the Advance Purchase order.
- 1.2 The bidder has to give the mandate for receiving the payment electronically and the charges, if any, levied by bank has to be borne by the bidder/contractor/vendor. The bidder company are required to give the following information for this purpose :-

- i. Beneficiary Bank Name :
- ii. IFSC Code of Beneficiary Branch:
- iii. Beneficiary Account No.:
- iv. Branch Serial No. (MICR No.) :

2.0 Evaluation Criteria:

Financial evaluation will be done on Grand total of weighted Average.

(The evaluation of **Financial Bid** will be done on composite basis taking total service requirements and the rates quoted against each components of work in to consideration as per **Financial Bid, Section-VI.**)

L1 bidder of each zone will be allotted the work.

3.0 Period of Contract:

Initially period of contract will be for **Two years**. Based on the field performance certificate validity of contract will be extended for a further period of 12 months with proportionate increase in the estimation.

- 4.0 Amendments/Modifications to bid documents if any will be hosted on our website <http://Odisha.bsnl.co.in/bhubaneswar/> -> e-tenders 7 days prior to the date of bid opening**

SECTION - IIISCOPE OF WORK**1.0 INTRODUCTION**

1.1 Through this Tender, BSNL shall finalize the Bidders to carry out FTTH overhead drawing, splice joint & allied works for works.

The following works are required to be done by the bidder.

1. Over Head Drawing or recovery of 4 Fiber or 24 fiber with or without support. One end of the fiber may be required to be underground for fusion splicing to the nearest OFC joint.
2. Fusion splicing of the 4 fiber or 24 fiber with SC or FC pigtails.
3. Internal wiring of the fiber inside customer premises with nail type clamps / Flat plastic casing.
4. Blowing /pulling of Pigtail/OF cable in duct/joint.
5. Configuration of Modems etc. for FTTH connections.
6. Testing of end to end test.

2-BIDDER'S ROLE & RESPONSIBILITY

- 2.1 Successful Bidder has to intimate his mobile no & mail id for communication.
- 2.2 All the minimum required tools like OFC splicing machine, OTDR, GPS meter, drilling machine are to be arranged by the Successful Bidder. The successful bidder must have one set of such tools in his own name, before execution of the agreement.
- 2.3 BSNL shall provide joint Boxes, Sc / Fc pigtails, leaflet, sticker etc. Bidder shall be responsible for safe transport of all such item from concerned area SDO office to Project site at its own cost and also ensure safe storage and custody of such BSNL supplied FTTH equipment. However 4f to be provided by the bidder whatever quantity required.
- 2.4 Successful Bidder shall plan the minimum length & safe height for the FTTH Overhead route up to customer premises. Special care has to be taken at road crossing so that breakdown by vehicle is avoided. All the Road Crossing are to be properly tied with support wire to avoid Sag. For Recovery of fiber in case of disconnected numbers the rate is fixed at a rate of Rs 2 per meter. For Providing Temporary VVIP connections having length more than 500 meters, the bidder will draw Overhead 4Fiber and recover the cable once the purpose of the connection is over. In this regard for overhead drawing a rote of Rs 6 per meter and recovery at a rate of Rs 2 per meter is fixed., but the watch and ward duties during this period is the responsibility of the bidder.
- 2.5 The Successful Bidder must have to complete MB entry on quarterly basis to the concerned area SDOs
- 2.6 (A)In case of failure of the joint due to poor workmanship i.e. failure of joint without external damage , the Successful Bidder has to provide **free service of splicing joint, for a period of six months** from the date of execution .Such failures are to be attended within 48 hrs. of intimation through SMS/mail/WhatsApp. Else necessary penalty of 5 % of the bided cost for joint will be deducted per day beyond 48 hours of intimation.

(B)In case of delayed service beyond 72 hrs. of intimation, BSNL may carry out the work at its own and the expenditure incurred by BSNL as per the actual along with the penalties shall be recovered from the contractor from his pending bill/ SD or any amount due to him without prejudice completion of work.

(C) All such penalty is subject to maximum of 15 (Fifteen) percent of the cost of the work awarded. However such delay may further warrant termination of contract with forfeiture of SD. The decision of Principal General Manager, BSNL, Bhubaneswar will be final in this regard.

3 BSNL's Role & Responsibilities

- 3.1 BSNL shall allot joint boxes, splitters, patch cords and its standard accessories to the Bidder on need basis as per requirement of the FTTH installation.

- 3.2 BSNL shall provide backbone connectivity point such as underground OFC joint point or nearest suitable Splitter point from where 2/ 4 / 24 fiber has to be drawn.
- 3.3 BSNL shall provide the necessary guidance while jointing with the main underground OFC.
- 3.4 Recovery of the cable where ever possible is to be done by the bidder .The recovery rate is fixed at a rate Rs 2 per meter. However the details of the recovery must be entered in ERP and necessary store movement must be maintained in ERP.

SCHEDULE OF SERVICE REQUIREMENTS

The tentative quantity as mentioned below may be executed in the One **year**. The actual quantity may vary based on assessment for the type and model of building & demand. There will be no claim of the bidder(s) with the quantities shown below.

The proposed Areas are BHUBANESWAR TELECOM DISTRICT.

The rate shall be quoted by the bidder. The item descriptions are considered as Work Component.

Sl. No.	Work Description Per Connection	Base rate for Providing One FTTH connection
1	FTTH Connection without 4F	Rs 1000
2	FTTH connection with 4 F	Rs 2200
3	Leased Line without Fiber	Rs 1500
4	Leased Line with 4 Fiber	Rs 3900

The ordering quantities may not be in the exact proportion of the distribution as the work shall be allotted based on the area wise assessment of the buildings and customers. The same shall be to be decided quarterly basis. PGMTD reserves the right to increase or decrease the quantity by 25 %.

SECTION - IV**SAFETY, SECURITY AND OBSERVANCE OF LABOUR LAWS:**

- 1). The contractor will be responsible for the safety and security of labour employed by him for execution of the work. He will be required to insure each labourer as per labour laws. The contractor will ensure safe working by observing proper safety precautions.
- 2). The contractor will be required to abide by the labour laws enacted from time to time by the central or state govt. Maintenance and observance of any or all of the statutory labour laws will be the sole responsibility of the contractor. The claims arising out of injury, causality or anything else to the worker/labourer employed by the contractor will be the sole responsibility of the contractor.
- 3). The payment should be made as per the labour laws.
- 4). Under the provisions of the workmen's compensation Act, in case any compensation is paid by BSNL to a workman/labourer employed by the contractor in execution of the work the same will be recovered from the contractor either from the bill preferred by him or by adjustment from his security deposit money.
- 5). Before commencement of work, the contractor should obtain a valid license by virtue of the provisions of the Contract Labour Regulation and Abolition Act, 1970 and of the Contract Labour Regulation & Abolition contract Rule, 1971 and continue to have valid license during the period of contract. The contractor shall be responsible for any contingency arising out of his failure to obtain and have a valid license.
- 6). The contractor should ensure that no labourer below the age of eighteen years is employed by him on the work.
- 7). The wages paid by the contractor to the labourer employed by him should not be less than the fair/minimum wages as defined in the CPWD contractor's labour regulation or as per the provision of Central Labour (Regulation & Abolition) Rules, 1971, whichever is applicable.
- 8). Under the provision of minimum wages Act, 1948 and the minimum wages (central Rules), 1950, the contractor should allow the labourers employed by him on work one day rest against six days continuous work.
- 9). The contractor shall maintain "Muster Roll" in respect of all workmen employed by him on the work in contract from XVI of the CL (R&A) Rules, 1971.
- 10). The contractor should comply with all the rules framed by the Government from time to time for the protection of health and sanitary arrangement for workers employed by him.
- 11). The contractor shall maintain a Register of persons employed on work on contract in from XII of the C.L (R & A) Central Rules, 1971.
- 12). The contractor should carry out the work in such a manner that it will cause minimum hindrance to the traffic.
- 13). The contractor shall maintain register of accidents, in such form as may be convenient at the work place. Also other necessary registers are to be maintained by the contractor for labourers employed by him.
- 14). The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place, after due notice is received or to the labour officer or to any other person authorized by BSNL on its behalf.
- 15). The contractor shall before commencement/commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and visible condition in conspicuous place of work, notices in English and in the local Indian languages spoken by majority of workers, giving the minimum rates of wages fixed under the minimum wages Act, the actual wages being paid, the hours of work for which such wages and other relevant information.
- 16). The contractor shall submit periodical returns as may be required / prescribed from time to time.
- 17). The labours engaged by the contractor will not claim any employment in the BSNL at any time in future. This should be clearly brought to the notice of the labourers / workers by the contractor.

SECTION-V
INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS OF TENDER
INSTRUCTION TO BIDDERS

1. DEFINITIONS

- (a) "The User" means the PGM TD, Bhubaneswar, Odisha Circle, Bharat Sanchar Nigam Limited acting on behalf of CMD, Bharat Sanchar Nigam Limited.
- (b) "The Bidder" means the individual or firm who participates in the tender and submits its bid.
- (c) "The Contractor" means the individual or firm Outsourcing of FTTH joints works under the contract.
- (d) "The Service" means the Outsourcing of FTTH joints work which the contractor is required to provide to the user under the contract.
- (e) "The letter of intent" means the intention of the user to place the work order on the bidder.
- (f) "The work order" means the order placed by the user on the contractor signed by the user including all attachments and appendices thereto and all documents incorporated by reference therein. The work order shall be deemed as "Contract" appearing in the document.
- (g) "The Contract Price" means the price payable to the contractor under the work order for the full and proper performance of its contractual obligations.

B) Terms and Conditions:

- (a) "BSNL" or "The Nigam" 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 General Manager Telecom District, Bhubaneswar.
 - (b) "The Bidder" means the individual or firm who participates in this tender & submits its bid.
 - (c) "The Work Order" means the order placed by the BSNL on the Bidder signed by the Engineer- in-Charge of BSNL including all attachments & appendices thereto and all document incorporated by reference therein. The work shall be deemed as "Contract" appearing in the document.
 - (d) "The Contract Price" means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.
 - (e) "E-Tender Portal" means the website www.etenders.gov.in/e-procure of M/s NIC who is providing e-Tendering solution to BSNL.
 - (f) "ETS" means the Electronic Tendering System through the e-Tender Portal.
2. Name of the Work: Outsourcing of FTTH joints works and allied works in jurisdiction of PGM TD, BBSR.
3. Estimated cost of the tender is approximately as per zone mentioned in section-II
4. N.I.T. No. N-183(A)/2020-21 Dated 16/07/2021.

5. (A) ELIGIBLE BIDDERS

The bidder should have an experience in Jointing or Overhead drawing of 04 OF cable for provisioning/maintenance of FTTH connections in BSNL/MTNL/Other PSUs/Central Govt. or Revenue share partners with minimum 400 connections or Revenue Share for maintenance or capital works of FTTH connections with minimum of 35 % of estimated cost for the FY 2018-19,2019-20 and 2020-21 .Total experience for the FY 2018-19,2019-20 and 2020-21 taking together must be at least 35 % of the estimated cost for the zone which applied.Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent. Experience certificate issued by any TDE or equivalent duly countersigned by an officer not below the rank of DGM will also be considered. The Vendor should submit Turn Over certificate for the ,FY 2017-18,FY 2018-19 and 2019-20, the turn over certificate issued after July 2019 must have a Valid UDIN number else the bidder will be rejected from this tender

(B) All the minimum required tools like OFC splicing machine, OTDR, GPS meter, drilling machine are to be arranged by the Successful Bidder. The successful bidder must have one set of such tools in his own name, before execution of the agreement.

6. **VALIDITY OF BID:** The bid validity period is 150 days from the date of opening of bid documents.

7. SECURITY

The successful bidders will have to furnish security for 3 % of the estimated cost of the work; finally awarded to them by the competent authority, in the form of Bank Guarantee of any Scheduled/ Nationalized bank valid up to 37(Thirty Seven months) months from the date of signing of agreement with BSNL or TDR (Term Deposit Receipt) any Scheduled/Nationalized bank valid up to 37(Thirty Seven months) from the date of signing of agreement with

BSNL duly pledged in favour of AO(Cash), O/o the PGMTD, BSNL, Bhubaneswar. If the work is awarded to more than one contractor the security amount as mentioned above will be divided among the number of contractors, on proportionate basis.

The security deposit (SD) is required to protect the BSNL against the risk of bidders conduct and will be forfeited in part / whole in case of -

- a) Unsatisfactory service.
 - b) Theft or misappropriation of articles of the BSNL.
 - c) Damage caused to BSNL assets and damage/loss to store issued
 - d) Withdrawal of the successful bidder from the contract before its expiry without giving proper notice as specified in the terms & conditions of this tender document.
 - e) Or all or some of the above.
8. The conditional and incomplete tenders are liable for rejection.
9. The Principal General Manager, Telecom Dist, Bhubaneswar reserves the right to reject one or all of the tenders without assigning any reason thereof.
10. Transportation of labour from one site to another and from one town to other will be the sole responsibility of the contractor.
11. The P G M T D , BBSR will not be responsible to provide residential accommodation to the labourers employed by the contractor. All arrangements in this regard, will be the responsibility of the contractor.
12. The near relative of employees of BSNL, BBSR are prohibited from participation in this tender (either directly recruited or on deputation). The near relatives for this purpose are defined as, a) Members of Hindu undivided family. b) They are husband & wife, c) The one related to other in the manner as father, mother, son(s) & son's wife (daughter-in-law), daughter(s) & daughter's husband (son in law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law). Declaration is available at Annexure-D of Section-VIII.
13. In case of any dispute arising out of the contract between the two contracting parties, the decision of the General Manager, Telecom Dist. Bhubaneswar shall be final and binding.
14. The PGMTD, BBSR reserves the rights to increase/decrease or delete the scope of work without assigning any reason.
15. The works against this tender will be executed under the overall control of the Principal General Manager Telecom District, Bhubaneswar.
- 16. 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.

17. 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 **up to 15:00 hrs. of 22/07/2021**. 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.

18. 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/TDR) of the bidder would be forfeited and the bidder would be disqualified from 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**.

19. **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.

BSNL Contact-1	Shri P K Mohanty, AGM (Plg) O/o PGMTD Bhubaneswar Tel.No.0674-2547000, Mob.No.9437160776 between 10:30 hrs. to 18:00 hrs. from 16/07/2021 to 02/08/2021, email id : agmplgbbsr@gmail.com
BSNL Contact-2	Shri R Moharana, SDE (Planning) O/o PGMTD BSNL Bhubaneswar Tel No.0674-2541244, Mob No.9437007300 between 10:30 hrs. to 18:00 hrs. from 16/07/2021 to 02/08/2021, email id : sdeplgbbsrbsnl@gmail.com

20. **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.31 of this Section.

21. **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 required scanned documents as per Section-VII of the same in e-Tender Portal.

22. **BID PRICE**

The bidder shall quote rates in FINANCIAL BID given in Section VI.

23. **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.

24. **A. BID SECURITY/EMD**

- (a) The bidder must deposit the amount for bid security/EMD through Online/NEFT/RTGS as stated in section II only from any nationalized/scheduled bank as per Section-I para 2(b).
- (b) The successful bidder's bid security will be discharged upon the bidder's acceptance of the award of contract satisfactorily and furnishing the performance security.
- (c) The Bid security of unsuccessful bidder will be discharged / returned as early as possible as, not later than 30 days after the expiry of the period of bid validity.
- (d) **A BID WITHOUT BID SECURITY/ BID SECURITY WITH OUT BID SHALL BE TREATED AS NON RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.**

B.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 @ 3% 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;

25. **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, if any, 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.

26. PREPARATION & SUBMISSION OF BIDS:**I) Contents of the Bid:**

The bid contains three parts -

Part A: The scanned copies of the Payment of Cost of Tender paper and EMD through online /NEFT/RTGS & Power of attorney (If applicable) have to be uploaded in the e-Tender Portal of M/s NIC.

Part B: 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 C: 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 15:00 Hrs. of 02/08/2021.
- b. Scanned documents wherever necessary are to be uploaded in the appropriate places of the e-tender portal.
- c. The bidder shall submit a set of entire document signed in all pages, downloaded from e-Tender Portal_ against each individual bid which is to be uploaded in the e-tender portal.
- d. The Bidder can bid through the user-id allotted to him by M/s NIC in e-Tender Portal along with requisite Earnest Money Deposit (EMD) and cost of Tender Paper.
- e. If any one of the document required to be submitted as referred is found to be wanting, the concerned bid shall be rejected at the opening stage itself.
- f. 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 referred to the deadline will thereafter be subject to the extended deadline.

27. LATE BIDS, MODIFICATIONS AND WITHDRAWAL OF BIDS

- (a) After the Locking Time, no bidder can submit the bid.
- (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.
- (c) No bid shall be modified subsequent to the deadline for submission of bids as above.

28. BID OPENING AND EVALUATION:-

- (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 03/08/2021 at 15:00 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 VIII. The bidders can view the opening details after the Tendering Authority opened them.
- (b) The bidder or his representative, who is present, shall sign in tender opening register.
- (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.
- (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.
- (e) Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.

29. PLACE OF OPENING OF TENDER BIDS

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at "Conference Hall, (3rd Floor) Door Sanchar Bhawan, Unit-IX, Bhubaneswar 751022", where BSNL's Tender Opening Officers would be conducting through online e-Tender at 15:00 Hrs. on 03/08/2021. 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.

30. 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 to the Bid documents.
- (c) For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions

of the Bid documents without any 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 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.
- (f) The tendering authority reserves the right to verify the original documents prior to opening of Financial Bid.

31. 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 bidder does not accept the correction of the errors, his bid shall be rejected.
- (d) The financial bid and L-1 will be evaluated considering only the substantially responsive bids.
- (e) The Lowest quoted Bidder will be considered as the approved bidder.

32. 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.

Award of contract & Work:

- a) The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially responsive, eligible and accepted. Normally the bid of the tenderer who quote the lowest rate (as mentioned in financial bid) will be accepted.
- b) However the BSNL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders.
- c) The BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL Bhubaneswar Telecom District.
- d) The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- e) The assessment of PGMTD Bhubaneswar in this regard shall be Final and binding.
- f) However if any of the contractor is not doing the work after issuing work order by the concerned AGM(Plg) O/o PGMTD Bhubaneswar then PGMTD reserves the right to award the work to any other willing contractor with submission of additional PBG.
- g) Normally the amount of SD will remain unaltered in all cases mentioned above.

33. SIGNING OF CONTRACT AGREEMENT:-

The successful tenderer shall be required to execute an agreement on a non-judicial stamp paper of Rs.100/- (Rupees One Hundred 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 amount of PSD. (Performance Security Deposit) in the form of TDR (Term Deposit Receipt) or BG (Bank Guarantee) or EMD as the case may be, shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

34. VALIDITY OF THE CONTRACT.

- i) The contract shall be valid for two years from the date of signing of the contract.
- ii) The PGMTD, BBSR reserves the right to increase the contract period from the agreed period for a maximum 12 months with increase of 50% of estimated cost. He also reserves the right to cancel the contract at any time without assigning any reasons.
- iii) In case of extension of contract period, the concerned contractor has to submit a request letter for his willingness

to work in same terms and condition of agreement.

35. PREPARATION & SUBMISSION OF BILL

Each claim bill of contractors must accompany the following documents: -

Procedure for preparation and settlement of bills for works order wise.

Procedure for preparation, processing and payment of bill: The contractor shall prepare the final bill in triplicate of all the works completed and submit the same to JTO in-charge of work within first week of every odd month and payment shall be made within six months of the amount of the contract. The final bill shall be prepared for all the measurements of all items involved in execution of complete work of the work orders. The contractor shall prepare the final bill containing the following details:

The bill for all the quantities as per Measurements at the approved rates three set of bound documentation.

The JTO & SDE. In-charge of work shall scrutinize the final bill against the works entrusted and accord necessary certificates stating that the work has been executed satisfactorily in accordance with specification and terms and condition of the contract. The S.D.E. shall verify the quantities of items of work with reference to measurement recorded in the measurement book. The S.D.E. in - charge of work shall submit the final bills, along with other documents mentioned above, with the document as mentioned here under to the SSA head through AGM concerned. The bills should contain.

Bill prepared by the contractor. Material reconciliation statement Measurement Book.

Copy of register containing all the data as in Sec-4 (Part B) 19.

Details of recoveries/penalties for delays, damages to BSNL/Third party properties as per provisions of the contract. In case no recovery is to be made, NIL report needs to be submitted.

The Divisional Engineer / Assistant General Manager shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The Divisional Engineer / Assistant General Manager shall retain the third copy of the bill along with photocopies of other documents not available in his estimate file and send first and second copies of the bill, measurement book and other document submitted by S.D.E. along with the bills as above to the higher officer for processing and final payment.

The office cell dealing with FTTH building works bills shall process the bills in the estimate file of the concerned work and scrutinize the bills vis-à-vis W.O issued sanctioned provisions in the estimate etc. The office cell shall also scrutinize the bill to recover all liabilities of the contractor. The bill shall be passed, after necessary scrutiny by Work Section, by the officer competent to pass the final bill.

Procedure for payment for substandard works:

The contractors are required to execute all works satisfactorily and in accordance with the specification. If certain items of work are executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or that any materials or articles provided by him for execution of work or unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract (referred to as substandard work hereinafter), the Assistant General Manager in - charge shall make a demand in writing specifying the work, materials or articles about which there is a complaint.

Timely action by Construction officer: Timely reporting and action, to a great extent, can prevent occurrence of substandard work, which will be difficult or impossible to rectify later on. It is incumbent on the part of Construction Officers to point out the defects in work in time during progress of the work. The junior Telecom Officer/Sub Divisional Engineer responsible for execution and supervision of work shall without any loss of time submit a report of occurrence of any substandard work to the Assistant General Manager in - charge besides making an entry in the site order book. A notice in respect of defective work shall be given to the contractor by AGM in - charge in writing during the progress of work asking the contractor to rectify/replace/remove the substandard item of work and also definite time period within which such rectification/removal/replacement has to be done. After expiry of the notice period, if the contractor fails to rectify/replace/ remove the substandard items, the defects shall be got rectified/replaced/removed departmentally or through some other agency at the risk and cost of the contractor.

36. 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 PGM TD, Bhubaneswar shall be final and binding on all concerned.

37. DISQUALIFYING CLAUSE:

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 PGM TD, Bhubaneswar reserves the right to vary the quantum of work against each respective zone as per actual requirement in the field from time to time.

38. The BSNL reserves the right to award work to more than one contractor in any Zone in exigency of service.

However, the quantity of work may vary on contractor to contractor at any given point of time.

39. Termination of Contract by BSNL

- (a) The PGMTD, 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 may terminate the contract in whole or in parts by giving one month's notice in writing to the service provider if the contractor fails to execute the work assigned to him 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 service provider.
- (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 one month notice in writing without assigning any reason and without incurring any financial liability whatsoever to the service provider.
- (f) The PGMTD, Bhubaneswar may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or while of material, machinery and other equipment for use in or in respect of the work.
- (g) 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.

40. Penalty Clause:

Delays in the contractor's performance:

The time allowed for completion of the work as entered in the work order shall be strictly adhered by the contractor and shall be deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from Seventh day from issue of work order by the BSNL. The work shall, throughout the stipulated period of contract be proceeded with all due diligence to achieve the desired progress uniformly, and the contractor shall pay as penalty an amount equal to 3% of Fixed monthly charge (FMC) of FTTH connection per day of delay in completion of each FTTH provision work, subject to a maximum of 15(Fifteen) percent of the cost of the total work awarded.

On any date the penalty payable as above, reaches 15 (Fifteen) percent of the estimated cost of the work, the contractor should proceed with the work further only on getting a written instructions from the Divisional Engineer that, he is allowed to proceed further with the work. It will be in the discretion of the Divisional Engineer to allow the contractor to continue with the work on the basis of any written agreement reached between the contractor and the Divisional Engineer. One of the conditions of such agreement may be stipulation for the contractor to agree for realization of penalty for delay at a higher rate as may be agreed between BSNL and contractor.

Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and/or by adjustment from the security deposit or from the bills of any other contract. However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.

In case of slow progress of the work in a building which have been awarded to a particular contractor, and the public interest does not permit extension of time limit for completion of the work, PGM, BBSR TD will have the full right to order that the scope of the contractor may be restricted to such fraction of the whole of the work and get the balance executed at the risk and cost of the contractor. The details are given in Rescission of the contract clause of the bid document. All such payments shall be recovered from the contractor's pending bills or security deposit.

The Bharat Sanchar Nigam Limited shall not be responsible for any escalation in prices of labour or materials, machinery, equipment etc. what-so-ever or any increase in any duties, levies, or taxes in respect thereof whatsoever and the Bidder rates and Bidder's obligation shall remain unaffected by such escalation and/or increase. However if during the execution of the contract any decrease in rate of material the same will pass to the BSNL.

Bidder shall submit Monthly reports.

TERMINATION FOR DEFAULT:

If the bidder is not turning up for attending any provisioning of FTTH Connections reported upon continuously for 7 days and/or if the bidder fails Provide at least 80 % of all the FTTH Connections to be provided within the time frame of the tender consecutively for 15days then BSNL has the right to terminate the contract and also the performance security submitted by the bidder will be en-cashed.

TERMINATION FOR INSOLVENCY:

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

41. PERIOD OF VALIDITY OF BIDS

- (a) Bid shall remain valid for 150 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.

42. 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.

43. 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 no 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 works have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

44. 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 PGMTD 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 PGMTD 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 PGMTD 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 Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof or any rules made thereof.
- b. The venue of Arbitration proceeding shall be Office of PGMTD Bhubaneswar, Door Sanchar 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.

45. 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 service provider under this or any other contract with BSNL. Should this amount be insufficient to cover the said full amount recoverable, the service provider 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 service provider 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.

46. REJECTION OF BID

The bid will be rejected in case of:-

- i. Non-submission of required documents as per Section VII.
- ii. Bid quoted with conditional rates.
- iii. Non-submission of bid security
- iv. Late submission of bid
- v. Non-acceptance of correction of price As per Clause 36 (c)

47. 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. The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
- d. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient ground.

48. E-TENDERING INSTRUCTIONS TO BIDDERS

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

A. General:

- a. Submission of Bids only through online process is mandatory for this tender conducting electronic Tendering Authority is using the e-Tender portal (<https://www.etenders.gov.in/e procure>) of M/s NIC, 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 your 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 your 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

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

Intending bidders are requested to register themselves with M/s NIC 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.

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

BSNL Contact-1	Shri P K Mohanty, AGM (Plg) O/o PGM TD Bhubaneswar Tel.No.0674-2547000, Mob.No.9437160776 between 10:30 hrs. to 18:00 hrs. from 16/07/2021 to 02/08/2021, email id : agmplgbsr@gmail.com
BSNL Contact-2	Shri R Moharana, SDE (Planning) O/o PGM TD BSNL Bhubaneswar Tel No.0674-2541244, Mob No.9437007300 between 10:30 hrs. to 18:00 hrs. from 16/07/2021 to 02/08/2021, email id : sdeplgbsrbsnl@gmail.com

49. 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.odisha.bsnl.co.in and www.etenders.gov.in/eprocure before tender submission date and time 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.

SPECIAL CONDITIONS OF THE CONTRACT

1. The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section V & "General (Commercial) Conditions of the Contract" as contained in Section 5 and wherever there is a conflict, the provisions herein shall prevail over those in Section 4 and Section 5.
2. BSNL will issue provisional work order for installation of FTTH customer provisioning work month wise. The details of addresses of installation will be sent on the email address & as SMS on the Mobile no given by the bidder as and when the demands of FTTH come. After completion of work for that month Final work order will be issued which is to be attached with the bills claimed.
3. The work order will be issued by AGMs or SDOs as authorized by the G.M.
4. Time allowed for completion of work:-As & when a new FTTH connection will be booked, intimation will go to the bidder in Email & SMS address of the Joint point / splitter point from where the connection is to be given. Within 72 hours of such intimation that connection has to be provided. If the delay is due to any departmental reasons then it has to be certified by an officer above the rank of work order issuing authority .Else penalty will be charged as per Section-V, clause 39.
05. Application for Extension of the Time and Sanction of Extension of Time (EOT):
 - a. There may be some hindrances, other than covered under force majeure, while execution of work and in such cases the contractor shall apply in writing in the prescribed form (part-A) to the SSA head for extension of time (EOT), on account of which he desires such extension within three days of occurrence of hindrance. The SSA head is empowered to grant extension of time for completion of work on certain condition. He shall exercise such powers, if the following conditions are satisfied.
06. The application contains the ground (s), which hindered the contractor in execution of work.
07. The SSA head is of the opinion that the grounds shown for extension of time are reasonable.

- a. The SSA head shall consider the request keeping all the facts and circumstances in view and shall grant extension of time, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reason for delay are not ascribable to the contractor.
08. The competent authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the contractor, but such extension of time shall be with LD charges as per clause dealing with penalty for delays in execution of works. The extension of time with LD charges shall be issued to grant the extension of time.
09. If the competent authority is of the opinion that the grounds shown by the contractors are not reasonable and sufficient and declines to grant the extension of time, the contractor cannot challenge the soundness of the opinion by reference to arbitration. The decision of the competent authority on period of extension of time or refusal for extension of time shall be final and binding on the contractor.
10. MEASUREMENT, INSPECTION, TESTING AND ACCEPTANCE TESTING:
Measurement:
- a. The **measurement books** are to be maintained by the Officer under whose supervision the work is carried out, not below the rank of JTO. The entry shall be made in ink. No entry shall be erased. If a mistake is made, it should be corrected by crossing out the incorrect words or figures and inserting the corrections, the corrections thus made shall be initialed & dated by the contractor/ subcontractor.
- b. Responsibility of taking and recording measurements: The measurements of various items of work shall be taken and recorded in the measurements book. The measurements shall be taken and recorded by contractor and the authority appointed by BSNL. Contractor shall be directly responsible for supervision of work, shall be responsible for accuracy of 100% of measurements. The JTO / **Sub Divisional Engineer shall be responsible for conducting test check of 100% of measurements.** The DE / AGM shall be responsible for conducting test check of 20 %of measurement. In case the sample measured data will not match with the measurement book, whole work order for that building works shall be considered as per any lowest sample data and penalty shall be made accordingly.
- c. Method of recording of nomenclature of items: Complete nomenclature of items, as given in the agreement need not be reproduced in the measurement book for recording the measurement but corresponding item code as provided, shall be used.
- d. Method of measurement: The measurement of the work shall be done for activity-wise as and when the item of work is ready for measurement. The methods of measurement of various items are enumerated as under:
11. Measurement of length of fiber:-. The length of Fiber laid in trenches /made over head/ fitted in the building shall be measured by use of RODO Meter/ Measuring Tape. The length should be cross-verified with the marking of lengths on the duct. The lengths shall be recorded in sheet provided in the measurement book .Extra Loop kept along the route will not be considered for payment towards laying/drawing/ fixing over wall.
12. After completion of the work as per work order the contractor will give the detailed work report in a predefined format mainly showing :-date of Receipt , Telephone No/Circuit No, FMC Cost, Address of customer, LAT & Long of initiation point (Joint/Splitter),address of initiation points, Lat & Long of Customer Address , Date of Provision ,Length of Fiber used ,Type of fiber used, Nos. of Splitters fitted, No of Outdoor Joints, No of indoor Joints, Land mark point if any. Apart from this officer authorized to give work order may ask for additional optional data. These data are to be submitted within one month of completion of that work order.
13. The contractor shall sign all the measurement recorded in the measurement book. This will be considered as an acceptance by the contractor, of measurements recorded in the **MB**. In case contractor fails to attend at the measurements or fails to countersign or to record the difference within a week, than in any such events the measurements taken by Engineer-in-charge or by the subordinate as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.
14. The DGM / AGM before passing the bill for the work order by each set of measurement may carry out test check as many locations as necessary as specified in document procedures, and bills will be passed only when he is personally satisfied of the correctness of entries in the "measurement Book" and also when he is satisfied of other aspects of the work as per the terms of the contract. The contractor shall provide the necessary assistance of labour for re-opening of

trench for test check by the AGM/Divisional Engineer. Separate payment shall not be made to the contractor for excavation of such test checks; however such test pits shall not be more than 20 %of the installation work.

15. Inspection, and Quality Control:

16. It is imperative that the contractor is fully conversant with the construction practices and shall be fully equipped to carry out the work in accordance with the specifications. The contractors are expected and bound to ensure quality in construction works in accordance with specifications laid down. The contractor shall engage adequate and experienced supervisors to ensure that work are carried out as per specifications and with due diligence and in a professional manner. The contractor shall satisfy himself/themselves that the work conforms to the quality specifications before offering the same for inspection.

17. An assessment of extent of interest shown by the contractors in executing the works with requisite quality shall be recorded and used in evaluating the Contractors' Performance Rating (CPR).

18. In addition to Acceptance Testing being carried out by A.T. Wing if any and supervision by Construction Officers, all works at all times shall be open to inspection of the BSNL. The contractors shall be bound, if called upon to do so, to offer the works for inspection without any extra payment.

19. Site Order Book: The **site order book** is one of the primary records to be maintained by the supervisor supervising the work during the course of execution of works. The noting made by supervisor will form as basis for operation of many contractual clauses. The contractor shall remove all the defects pointed out by the BSNL in the Site order book. The site order book is to be maintained in the prescribed format. The contractor or their authorized representatives shall also be at liberty to note their difficulties etc. in these books. The site order books shall invariably be consulted at the time of making final payments to the contractor. The Supervising officer may intimate the contractor about the defects through e-mail /SMS.

20. Offering the work for measurement: The contractor, after having satisfied himself about completion of work shall offer the work to supervising Officer for conducting measurement and Testing. The work shall be offered for measurement and testing as soon as the work is complete in all respects.

21. The contractor shall provide labour, if demanded by the supervising officer for digging of test pits and other necessary infrastructure for carrying out the measurement work. No extra payment will be made for the digging of test pit.

22. WARRANTY:

a. The contractor shall warrant that the material supplied for the work shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided by the contract the under proper use, arising from faulty materials, design or workmanship such as corrosion of the cable, inadequate quantity of materials etc. and shall remedy such defects at his own cost when called upon to do so by the BSNL who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, **twelve (12) months after** the acceptance testing.

b. If it becomes necessary for the contractor to replace or renew any defective portion/portions of the material under this clause, the provisions of the clause shall apply to the portion / portions material so replaced or renewed or until the end of the above mentioned period of twelve (12) months, whichever may be later. If any defect not remedied within a reasonable time, as prescribed by the BSNL, the BSNL may proceed to do the work at the contractor's risk and costs, but without prejudice to any other rights which the BSNL may have against the contractor in respect of such defects.

c. Replacement/repair under warranty clause shall be made by the contractor free of all charges at site including freight, insurance, cost of works and other incidental charges.

d. AUDIT AND TECHNICAL EXAMINATION:

e. BSNL shall have the right to cause an audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been

executed, the contractor shall be liable the refund the amount of over payment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in clause with the heading payment of bills, or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by BSNL to the contractor.

- f. Provided that BSNL shall be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment have been agreed upon between the SSA head or his subordinate officer on one hand and the contractor on the other under any term of the contract permitting payment for work after assessment.
- g. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriate by the BSNL for the payment of a sum of money arising out or under any other contract made by the contractor with the BSNL.

23. INDEMNITIES :

The contractor shall at all times hold the BSNL harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions, brought or procured against the BSNL, its officers and employees and forthwith upon demand and without protect or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding , charges and expense and liabilities resulting from or incidental or in connection, with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract document. In addition the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.

- 24. The contractor shall at his own cost at the BSNL request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.
- 25. All materials supplied to the contractor by the BSNL shall remain the absolute property of BSNL and shall not be removed from site of the work except for use in the work and shall be at all times open to inspection by the Representative of SSA. In -case the materials like cable and accessories are taken delivery of by the contractor and stored at the site office/ store of the contractor such site office/ store will also be treated "as site" for this purpose, Any such materials remaining unused at the time of the abandonment, completion or determination of the contract shall be returned to the BSNL at a place informed to him by the BSNL, failing which the cost of the unused materials shall be deducted from the contractor's material security or any of his pending bills or from any other security.
- 26. The contractor shall submit a proper account every month of all the materials supplied to him by the BSNL and those consumed for items of work. Any discrepancy of difference between the materials issued to the contractor and those consumed in the work as per the BSNL calculation (which shall be final) will be charged to the contractor or deducted from his bills at 1.5 times of prevailing standard price including freight, handing charges, storage charges etc.
- 27. The contractor shall ensure that only the required materials are issued to him. Upon completion of work, the contractor shall return to the BSNL at the later designated store in good condition, free of charges, any unused materials that were supplied by the BSNL.

28. QUALITY OF WORKS:

The BSNL shall be the final judge of the quality of the work and the satisfaction of the BSNL in respect thereof set forth in the contract document. Laxity or failure to enforce compliance with the contract documents by the BSNL and/ or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification there in. The representative of BSNL has the right to prohibit the use of men and any tools, materials and equipment which in his opinion do not produce work or performance meet the requirement of the contract documents.

29. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:

The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.

Attention of the contractor is drawn to the rules regarding laying of cables at road crossing, along Railways Bridges, highways safety precautions while working in Public Street as per Engineering Instructions.

The contractor shall be solely responsible for location through approved non-destructive means and ensuring the safety of all existing underground pipeline, electrical cables, and or other structures.

The contractor shall be solely liable for all expense for and in respect of repairs and/or damages occasioned by injury of or damage to such underground and above structures or other properties and under take to indemnify the BSNL from and against all actions, cause of actions, damages, claims and demands what-so-ever, either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and/or incidental thereto. The contractor shall take all responsibilities and risk in crossing other pipelines and cables and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers, cables or other facilities from damage by the contractor's operation in connection with the work. The contractor without cost of the BSNL shall promptly repair any damage incurred.

The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.

30. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

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

31. Contractors Labour Regulations:

The bidder shall ensure compliance of all statutory obligations, viz. payment of wages / salary to the workers engaged by him on regular and timely basis (by 7th every month) and any other amounts including any Statutory Dues, charges, taxes and levies payable as per the relevant statues applicable and subsequent amendment thereof and same should be sole liability of Bidder and BSNL will not be liable in any circumstances whatsoever. The Bidder shall comply with the provisions of Employees State Insurance Act 1948, Workmen's Compensation Act, the Employees Provident Fund (and Family Pension Fund) Act 1952, the Payment of Bonus Act 1963, the Industrial Disputes Act 1947, the Payment of Wages Act, Contract Labour (Regulation & Abolition) Act 1970 with Contract Labour (R&A) 1971 and / or any other rules, regulations and / or statues that may be applicable from time to time or that may be introduced by the Centre /State Government or Municipal / Local Self-Government authorities, subsequent to the date of this agreement. Default on this account shall be deemed as sufficient ground for termination of the Agreement.

In case of accident arising out of and in the course of this agreement. BSNL being owner / Employer will not be responsible for payment of any compensation or under any other law. It will be the sole responsibility of the bidder for payment towards loss or compensation whatsoever.

The person engaged by bidder shall be treated as bidder's own employees and they will claim no privileges from BSNL. The bidder will be directly responsible for administration of his employee as regards their wages, uniforms, general discipline and courteous behavior.

32. INSURANCE:

Without limiting any of his other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensations insurance as required by law and under take to indemnify and keep indemnified the BSNL from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the BSNL may suffer or incur with respect to end / or incidental to the same. The contractor shall have to furnish originals and/or attested copies as required by the department of the policies of insurance taken within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the BSNL may require.

33. COMPLIANCE WITH LAWS AND REGULATION:

During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws, rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or

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

34. TOOLS AND PLANTS

The contractor shall provide at his own cost all tools, plants appliances, implements, measuring instruments etc. required for proper execution of works. The contractor shall also supply without charge the requisite number of persons with the means and material necessary for the purpose of setting out works, counting, weighing and assisting the measurements for examination at any time and from time to time. The contractor shall be responsible to make all arrangements, at his own cost for dewatering of trenches/ducts and de-gasification of the ducts before carrying out the work. The contractor shall also be responsible to make arrangements at his own cost for water required for carrying of works at sites. Falling his so doing the same may be provided by the Engineer-in charge at the expense of the contractor and the expenses shall be deducted from any money due to the contractor under this contract or otherwise.

35. OTHER INSTRUCTIONS, IF ANY

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

Sl. No.	Description
1	Scanned copies of all the pages of tender document signed by the tenderer or Authorized Person on all pages along with seal
2	Self-Attested Photo copy of PAN Card and IT return for financial year 2019-20 and 2020-21 pertaining to Assessment year 2020-21 and 2021-22.
3	Self-Attested Photo copy of Experience Certificate
4	Self-Attested Photo copy the bidder having one set of fiber jointing tools like splicing machine, OTDR and power meter in his/her/Firm name and the proof of ownership document thereof to be submitted.
5	Self-Attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of Tender Document or MSME Udyam Registration.
6	Self-Attested Photo copy of the computerized receipt (Online/RTGS/NEFT) or TDR/PBG or adjustment availed by the existing vendor of this SSA towards cost of EMD/Bid Security (In case of TDR/PBG Original copy should be submitted in drop Box) or MSME Udyam Registration.
7	Self-Attested Photo Copy of valid EPF registration certificate. *
8	Self-Attested Photo copy of valid ESI Registration Certificate. *
9	Self-Attested Photo copy of valid Labour license issued by Central Labour Commissioner or undertaking to be given by bidders for submission of labour license within 45 days from the date of award of work.
10	Self-Attested Photo copy of valid Good & Service Tax Registration Certificate.
11	No near relative certificate duly filled in and signed, Annexure-D.
12	Scanned copy of Letter of Authorization to Tender Opening Event (TOE) duly filled and signed. Annexure-G.
13	Tenderer's profile duly filled in and signed. Annexure-I.
14	Self-Attested Photo copy of Original "Power of Attorney" executed in required value of Judicial Stamp paper as per extant law in case person other than the tenderer has signed the tender documents (Original copy should be submitted in drop Box)
15	Self-Attested Photo copy of "Partnership Deed" duly registered if applicable
16	Self-Attested copy of Declaration of Non - tampering of relevant document required for tender duly filled and signed. Annexure-B.
17	Self-Attested copy of Declaration for Downloading the tender Document duly filled in and signed vide Annexure-E.
18	Self-Attested copy of Bid form duly filled in and signed. Annexure-K
19	Self-Attested copy of Clause by clause compliance duly filled and signed. Annexure-C.
20	Self-Attested copy of the Check list duly filled in
21	Self-Attested copy of the Integrity Pack duly filled and signed, Annexure-H.
22	Self-attested copy of Undertaking regarding genuineness of the documents/information submitted duly filled and signed, Annexure
22	Valid Turn over certificate for the FY 2017-18,2018-19 and 2019-20, TURN OVER certificate issued after July 2019 must have UDIN no

- b. The bidder has also to upload the scanned copy of the above documents during uploading of the bid in E - format and the cost of the tender paper and EMD through online/NEFT/RTGS before the closing time of the closing date.
- c. 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 Pass-word 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.
- d. 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 enhance Transparency. Detailed instructions are given on relevant screens.
 - 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.
 - vi. For further instructions, the vendor should visit the home-page of the e-Tender Portal (<https://www.etenders.gov.in/eprocare>).
- 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, etc. 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) 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), Broadband connectivity.
Microsoft Internet Explorer 6.0 or above, Digital Certificate(s)
- viii) Helpdesk for Vendors
Vendors may contact the M/s ITI Limited Helpdesk personnel given in Clause-18(d) of section -V. for any type of assistance/help, which they may require while uploading the bids.

SECTION-VI**FINANCIAL BID****PRICE SCHEDULE**

Sl No	SERVICES / WORKS	UNIT	SOR Rates (in Rs.)	Rate to be quoted In % More/Less/at par	Price quoted inclusive of all Taxes (In Figure)	Price quoted inclusive of all Taxes (In Words)
1	FTTH Connection without 4F	1	Rs 1000			
2	FTTH connection with 4 F	1	Rs 2200			
3	Leased Line without Fiber	1	Rs 1500			
4	Leased Line with 4 Fiber	1	Rs 3900			

** Note: Goods and Service Tax shall be paid extra as applicable.

** Recovery of 4F/6F is Fixed at a rate Rs 2/m .

** Provisioning of VVIP Temporary connection > 500m is fixed at a rate of Rs 6 per meter with Recovery Rs 2 per meter.

Place : _____

Date: _____

SECTION-VII
CHECK LIST / REQUIREMENTS

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

Sl No.	Description	Remarks (Yes (Y), No (N), Not Applicable (NA) (/ Tick whichever is applicable)		
		Y	N	NA
1	Scanned copies of all the pages of tender document signed by the tenderer or Authorized Person on all pages along with seal.			
2	Self-Attested Photo copy of PAN Card and IT return for financial year 2019-20 and 2020-21pertaining to Assessment year 2020-21 and 2021-22.			
3	Self-Attested Photo copy of Experience Certificate.			
4	Self-Attested Photo copy the bidder having one set of fiber jointing tools like splicing machine, OTDR and power meter in his/her/Firm name and the proof of ownership document thereof to be submitted.			
5	Self-Attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of Tender Document or MSME Udyam Registration.			
6	Self-Attested Photo copy of the computerized receipt (Online/RTGS/NEFT) or TDR/PBG or adjustment availed by the existing vendor of this SSA towards cost of EMD/Bid Security (In case of TDR/PBG Original copy should be submitted in drop Box) or MSME Udyam Registration.			
7	Self-Attested Photo Copy of valid EPF registration certificate. *			
8	Self-Attested Photo copy of valid ESI Registration Certificate. *			
9	Self-Attested Photo copy of valid Labour license issued by Central Labour Commissioner or undertaking to be given by bidders for submission of labour license within 45 days from the date of award of work.			
10	Self-Attested Photo copy of valid Good & Service Tax Registration Certificate.			
11	No near relative certificate duly filled in and signed, Annexure-D.			
12	Scanned copy of Letter of Authorization to Tender Opening Event (TOE) duly filled and signed. Annexure-G.			
13	Tenderer's profile duly filled in and signed. Annexure-I.			
14	Self-Attested Photo copy of Original "Power of Attorney" executed in required value of Judicial Stamp paper as per extant law in case person other than the tenderer has signed the tender documents (Original copy should be submitted in drop Box)			
15	Self-Attested Photo copy of "Partnership Deed" duly registered if applicable			
16	Self-Attested copy of Declaration of Non - tampering of relevant document required for tender duly filled and signed. Annexure-B.			
17	Self-Attested copy of Declaration for Downloading the tender Document duly filled in and signed vide Annexure-E.			
18	Self-Attested copy of Bid form duly filled in and signed. Annexure-K			
19	Self-Attested copy of Clause by clause compliance duly filled and signed. Annexure-C.			
20	Self-Attested copy of the Check list duly filled in			
21	Self-Attested copy of the Integrity Pack duly filled and signed, Annexure-H.			
22	Self-attested copy of Undertaking regarding genuineness of the documents/information submitted duly filled and signed , Annexure-L			
23	Turnover certificate for the FY 2017-18,2018-19 and 2019-20 , the turn over certificate issued after July 2019 must have a valid UDIN number else the bidder will not be considered for evaluation.			

B.

1	Whether all the scanned documents as required are uploaded in the E-Tender Portal?			
2	Whether Financial Bid for quoted 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?			
5	Whether the scanned copy of the computerized receipt of payment made through online/NEFT/RTGS/ TDR /PBG or adjustment availed by the existing vendor of this SSA for cost of Bid Document/ EMD and Power of Attorney has been uploaded in the E-tender portal. (Individual required documents for each zone to be submitted separately.)			
6	Whether Check List/Requirements submitted?			
7	Whether Original TDR/PBG & Original "Power of Attorney" / or MSME Udyam Registration submitted in drop box (If applicable)			

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

SL. No.	Format Name
1.	ANNEXURE-A: AGREEMENT (Sample Format)
2.	ANNEXURE-B: Declaration of Non-tampering of tender document
3.	ANNEXURE-C: DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE
4.	ANNEXURE-D: NO NEAR RELATIVES CERTIFICATE IN BSNL
5.	ANNEXURE-E: Declaration for Downloading the tender Document.
6.	ANNEXURE-F: PERFORMANCE BANK GUARANTEE (BOND FORM)
7.	ANNEXURE-G: LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
8.	ANNEXURE-H: INTEGRITY PACT
9.	ANNEXURE-I: TENDERER'S PROFILE
10.	ANNEXURE-J: MANDATE FORM FOR TRANSFER OF PAYMENT THROUGH ELECTRONIC CLEARANCE / ELECTRONIC FUND TRANSFER
11.	ANNEXURE-K: BID FORM
12.	ANNEXURE-L:UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED
13.	TURNOVER CERTIFICATE FOR THE FY 2017-18,2018-19 AND 2019-20 , THE TURN OVER CERTIFICATE ISSUED AFTER JULY 2019 MUST HAVE A VALID UDIN NUMBER ELSE THE BIDDER WILL NOT BE CONSIDERED FOR EVALUATION.

ANNEXURE-A
AGREEMENT (Sample Format)

An agreement made this between PGMTD, 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: Provision of Manpower for carrying out different activities in Bhubaneswar Telecom District related to External and Internal Plant including provision NTCs, Shifting, Broadband connections of local telephone networks of all local telephone exchanges including digging and refilling of local cable fault pits, day to day maintenance of Telephone Exchanges and SDO/DET Offices by required variable number of labourers on day-to-day basis to be engaged by the contractor on each working day as and when required on need basis during each calendar month under the jurisdiction of concerned site engineer of Bhubaneswar Telecom District individually & separately. Details of Scope, Specification and Job Description are as per the details given in Section-V in the original tender document.

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 do provide the required labourers, execute and complete the said works 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, Grandparents, 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 Odisha 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 works done 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. That the contractor hereby undertakes to follow all necessary labour rules including minimum wages act, 1948 described in this tender document in SECTION-V and issued by the Govt. from time to time.
7. The contractor hereby under takes that the labourer deployed by him will ensure to maintain Industrial, harmony and discipline in the area of operation and also should maintain strict attendance and carryout the allotted works sincerely.
8. The contractor hereby under takes that a formal deployment letter to the labourer will be issued by him stating the points which the labour has to follow during the period of deployment after the signing the agreement.
9. Performance Security Deposit of Rs.....is furnished below:-
Performance Security Deposit for Rs.....is furnished through of Bank Guarantee/ TDR NO/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.

Signature of the Contractor

Signed and delivered for on behalf of the
Bharat Sanchar Nigam Limited

Mobile No-

Mail ID -

In the Presence of witness

1. Signature:

Name /Address-

1. Signature:

Name /Address
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.odisha.bsnl.co.in" or **www.etenders.gov.in/eprocure** 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 _____

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: _____

Date: _____

Signature of bidder/Authorized Signatory

Name _____

Seal of the bidder: _____

Mobile No-

Mail ID -

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 any wherein 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: _____

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.odisha.bsnl.co.in or www.etenders.gov.in/eprocure and no addition/deletion/correction has been made in the entire tender document. 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 PGMTD, 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 **Eighteen months (18 MONTHS)** from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (name of the Bank) _____ further agree with the BSNL that 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.

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-6

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING (To reach on or before date of bid opening)

To

The PGM TD
O/o PGM Telecom District Bhubaneswar
Bhubaneswar 751 022

Sub: Authorization for attending bid opening on _____ (date) in the Tender for Outsourcing of FTTH and Leased Line connections in 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.

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 Outsourcing of FTTH and Leased Line connections. 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 employees involved in the tender process or the execution of the contract or to any third person any material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b). The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, subsidiary contracts, submission, or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c). The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India, further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d). The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outline above or be an accessory to such offences.

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

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

Section 4-Compensation for Damages

- (i). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled is entitled to demand and recover the damaged equivalent to Earnest Money Deposit/Bid Security.
- (ii). If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, or if the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit/ Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the tender.

Section 5- Previous transgression

- (i). The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (ii). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

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

- (i). The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.

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

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

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

Section 8- External Independent Monitor/ Monitors

1. Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligation under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of the BSNL.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s)/ Subcontractor(s) with confidentiality. Notwithstanding anything contained in the Section, the Bidder(s) /Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s) /Contractor(s) shall not be required to provide any data relating to its other customer, or any personnel or employee related data.
4. The Principal will provide to the Monitor sufficient information about all meeting among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural

Section 9- Pact Duration.

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

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

Section 10- Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document/ contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder/Contractor

Place.....

Witness 1

Place.....

Witness 2

ANNEXURE-I
TENDERER'S PROFILE

Passport size
Photograph (To
be pasted) of the
Tenderer /
authorized
Signatory holding

Sl No	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) Proprietorship ii) Partnership iii) Private Limited iv) Public Limited (Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law)	
6	Name(s) of the Individual/ Proprietor/ Partners / Directors *	
7	Tenderer's bank, its address and his current account number	
8	PAN No. & Income Tax Circle	
9	Brief description of the work carried out in last two years 20178-19 and 2019-20 *	
10	Is the firm registered with any Agency / Government? If so, furnish details of registration.	
11	Has the firm been blacklisted by any Organization? If so, attach details thereof. *	
12	Is the Bidder aware of all the Rules and Guidelines of Government on the subject of tender? (Write YES or NO)	
13	EPF Registration Number: ESI Registration Number: Goods & Service Tax Registration Number: Labour Registration Number:	

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

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

Date:

Place:

Signature of tenderer /authorized signatory

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 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.

*VENDOR CODE (BSNL)	
NAME OF THE CONTRACTOR/FIRM	

* If not available then fill up the below mention form.

Sl No	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.

N.B. :- The bidder(s) who has/have already vendor code under BSNL Odisha Circle need not to fill up this mandate form or Vendor Master Form.



VENDOR MASTER FORM



(The details listed will be used for making all payments against POs / WOs, refund of EMDs / SDs, intimation of payments by email, issue of TDS certificates, C Form for CST purchases etc.)

(*) Minimum Required Fields to be Filled by the Company/Vendor. Please Attach copies of the supporting documents.

Title* :

Name* :

Address * :

Town/District* :

City* :

State* :

Postal/Pin code* : Country* :

Contact Details:

Telephone Number : Fax No. :

Email_id :

(Mandatory for E-Tendering)

Name of Contact Person : Mobile No. :

Alternate Contact Person : Mobile No. :

Tax information:

PAN :

GST reg. no. :

LST (Local VAT reg.No.) : CST Reg. No :

Tax Registration no. :
 (for Foreign Vendors)

Income Tax Exemption details:

IT exemption no. : IT exemption rate :

IT Exemption date :

IT exemption date from : IT exemption date to :

Excise Details:

Read, understood, complied & agreed
 Signature & seal of bidder with Date

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/Bank Details:

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

Type of Account : Savings(10) Current(11)

SWIFT Code (for Foreign Vendors) :

IBAN (for Foreign Vendors) :

(Enclose a blank Cheque / a photocopy of the Cheque to verify A/c No. & Bank details)

Industry Status:

Micro/ SSI Status : Yes No

- I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.
- I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.

- Note:
- If PAN is not provided, TDS @20% will be deducted wherever applicable.
 - If Excise Registration/Service Tax Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.
 - If Bank Particulars are not provided, the payment will be made by Cheque only.
 - If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company / Vendor Authorized Signatory / Designation Date: Company Seal

(For Office Use)

Vendor Account Group : Payment Method :

TDS Type - Invoice : TDS Code – Invoice :

Checked by:	Authorized by (Finance)	SAP Vendor Master Created on	SAP Vendor Code
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ANNEXURE-K

BID FORM

(To be attached with Section-VII A)

To

The General Manager Telecom District, Bhubaneswar, Door Sanchar
Bhawan, Unit-IX,
Bhubaneswar - 751022.

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 Nationalized/ Scheduled Bank for a sum not exceeding **10%** 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 thereof 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.etenders.gov.in/eprocure. Any deviation will result in the rejection of the bid.

a. Date (DD/MM/YYYY): _____

b. Signature of (Bidder or authorized signatory): _____

c. Name (Bidder or authorized signatory): _____

d. Duly authorized to sign the bid for and on behalf of bidder _____ (In case of authorization)

e. Witness

f. Address

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 (tender for Outsourcing of FTTH joints works in Bhubaneswar Telecom District) 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.

Date: _____ Signature of Tenderer _____

Place: _____

Name of Tenderer _____

(Along with date & Seal)