

No. PLG/DG BTY/2021-22/

dtd 21 .09.2021



**BHARAT SANCHAR NIGAM LTD.**

**BHARAT SANCHAR NIGAM LIMITED**  
*(A Government of India Enterprise)*  
OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT,  
CUTTACK-753012

**LIMITED TENDER**  
**FOR**  
**FOR SUPPLY OF 12V & 130 AH DG STARTING BATTERY IN**  
**CUTTACK SSA**  
**(TECHNICAL BID)**

PRICE Rs. 590.00  
(Rs. 500/- + 18% GST)

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**SECTION-I**  
**BHARAT SANCHAR NIGAM LIMITED**  
*(A Government of India Enterprise)*

**OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT, CUTTACK-753012**  
No. PLG/BTY/2021-22/ Dtd 22.09.2021

**NOTICE INVITING TENDER**

1. PVC/Wax sealed tenders are invited on behalf of Bharat Sanchar Nigam Limited by the Principal General Manager Telecom District, Cuttack from experienced firms/individuals for supply of 12V & 130 AH DG starting battery sets in Cuttack SSA.

<b>Description</b>	<b>EMD (Rs.)</b>	<b>Estimated Cost (Rs.)</b>	<b>Sale of Tender document</b>	<b>Date &amp; time for submission of tender</b>	<b>Date of opening of tender paper (Technical bid)</b>	<b>Date of opening of tender paper (Financial bid)</b>
Tender for supply of 12V & 130 AH DG starting battery sets in Cuttack SSA	3920.00	196000.00	From dt 22.09.2021 to 12.10.2021 on all working days during office Hrs	Upto 11.00 hrs of 13.10.2021	At 15.00 hrs on 13.10.2021	Will be intimated later.

**Note:- Exemption in Cost of Tender Document and EMD under MSME & NSIC is permitted, if the registration of MSME certificate is done for the tendered item, showing validity period, monetary limit with other eligibility condition as per MSME provision, only Udyoga Adhar registration will not be considered for availing any exemption**

**2 Purchase of Tender Document:**

2.1 The tender paper can be obtained from SDE (Planning), Office of the GMTD, BSNL, Link Road, Cuttack-12 on payment of Rs. 590.00 (Rupees five hundred ninety only) in the form of a Demand Draft/Banker Cheque drawn against any Nationalized/Scheduled Banks at Cuttack payable to the A.O. (Cash), O/o GMTD, BSNL, Cuttack. The bidder can also download the tender document from <http://odisha.bsnl.co.in/new-tender.html> or <https://eprocure.gov.in/epublish/app>

and submit alongwith required amount of tender document fee.

2.2 The tender documents shall be issued free of cost to MSE bidders on production of requisite proof in respect of valid certification from MSME for the tendered item.

**2.3:** Procurement under this tender would be in accordance with 'Public procurement (Preference to Make in India) Order 2017' notified by Government of India & its subsequent amendments, guidelines etc. for Preference to Make in India products.

2.4. In case of Micro and Small Enterprise (MSE) bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME, in order to avail the benefits (exemption from tender fee and EMD) available to MSEs as contained in Public procurement Policy for MSEs, URN certificate should broadly cover the Equipment/services offered in Tender.

2.5. The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of tender fee & EMD. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for the tender items.

3 a). **Eligibility criteria:-** The bidder should have the following eligibility.

i) Cost of tender paper and EMD:- as mentioned above ii) Self attested copy of valid Dealership licence of any Battery company  
iii) Valid GSTIN registration & latest return of GSTR-3(B), iv) Valid PAN card upto date latest IT return and other documents as listed out in Section-VI (Check List) should be enclosed with tender document.

b) In case any of the above document is wanting, the bid is liable to be rejected.

**4. Bid Security/EMD:**

The bidder shall furnish the EMD (Bid Security) in shape of demand draft/banker's cheque/FDR drawn in favour of A.O. (Cash), BSNL, O/o GMTD, Cuttack and payable at Cuttack.

**5. Date & time of Submission of Tender bids:** As mentioned in the table above.

**Note:-** In case the last date of submission & opening of bid is declared a holiday, the last date of submission & opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

**6. Opening of Tender Bids:** As mentioned in the table above.

**7. Place of submission & opening of Tender bids:** Room No. 208, O/o GMTD, BSNL, Cuttack,

8. Tender bids received after due time & date will not be accepted.

9. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.

10. The GMTD, Cuttack reserves the right to reject any or all tenders without assigning any reason thereof.

9. The GMTD, Cuttack reserves the right to accept or reject any or all the tenders without assigning any reason what so ever and is not bound to accept the lowest tender.

**DGM (Rural, Plg & Trans)  
O/o GMTD, Cuttack**

Copy to:-

1. Notice Board of the GMTD, Cuttack/ Telephone Bhawan, Cuttack
1. All SSA Heads other than Cuttack.
2. DGM (ETR) Microwave Colony, Unit-8, Bhubaneswar
3. Bidders of having Dealership licence of any Battery company
4. SDE (Computer) for displaying in website:- <http://odisha.bsnl.co.in/new-tender.html> &  
<https://eprocure.gov.in/epublish/app>

**DGM (Rural, Plg & Trans)  
O/o GMTD, Cuttack**

**SECTION- II**  
**Tender Information**

**1. Type of Tender:**

- (a) No of Bid Submission Stage for tender-- **Single**  
(b) No. of Envelopes for submission of Bids: **Three Nos**

**2. Bid validity Period:-** 120 days from the date of opening of the tender.

The first envelope will be named Bid Security envelope, 2<sup>nd</sup> envelope will be named as Techno-Commercial and will contain documents of bidder's satisfying the eligibility/Technical and commercial conditions and 3<sup>rd</sup> envelope will be named as Financial Bid envelope containing financial

a. **Bid Security envelope will contain:**

- (i) EMD as per **Section-I NIT**  
(ii) Cost of the tender documents i.e. tender fee **Section-I NIT**

b. **Techno Commercial envelope shall contain:**

- i. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in **Section-I of the detailed NIT.**  
ii. Power of Attorney and Authorization for executing the power of Attorney in accordance to tender document.  
iii. Bidder's Profile duly filled and signed.  
iv. Non-Relation Certificate duly filled and signed  
v. Undertaking and declaration duly filled and signed  
vi. Clause by clause compliance  
vii. Tender documents duly signed at the end of each page for having read it and accepted it.  
viii. Tender /Bid Form

c. **Financial Bid envelope shall contain:**

Rate quotation - Price Schedule duly filled and signed.

**4. Payment terms:-** As per clause 32 of Section-IV.

**5. Issue of work order:-** SDE (MM), Cuttack. The work order will be issued by SDE (MM) / any other officer of this office as decided by the head of SSA

**SECTION-III**  
**SCOPE, SPECIFICATION & REQUIREMENT**

- (i) The supplier is required to supply 12V battery of the required type within 15 days of issue of Work order. The contractor has to supply the exact specified brand/make items of specified quantity as per work order issued. No similar type of item will be accepted.
- (ii) The old battery is to be returned back to the supplier on buy-back policy.
- (iii) Hence the bidders are required to quote the rate for buy-back of old battery.
- (iv) All the supplied battery should have minimum warranty of 12 months from the date of delivery.
- (v) The quoted price should be inclusive of all levies / taxes etc. & transportation charge upto Div. Store, OMP square, Cuttack but exclusive GST.

**REQUIREMENT**

<b>SI No.</b>	<b>DG Set Battery</b>	<b>Qty required</b>
1	<b>12V &amp; 130 AH rating</b>	27 nos

**N.B. The quantity may increase/ vary as per the future requirement**

**SECTION-IV**  
**INSTRUCTIONS TO BIDDERS & CONDITIONS OF TENDER**

**1. DEFINITIONS**

- a) "**The Purchaser**" means the Principal General Manager Telecom District, BSNL, Cuttack.
- (b) "**The Bidder**" means the individual or firm who participates in this tender and submits its bid.
- c) "**Letter of Intent**" means the intention of Purchaser to place the Purchase Order on the bidder.
- d) "**The Contract Price**" means the price payable to the service supplier under the purchase order for the full and proper performance of its contractual obligations.
- e) "**Successful Bidder(s)**" means the bidder(s) to whom work in this tender is awarded.
- (f) "**Customer ID**" means: - An ID to be created by each bidder at marketing section to enable to BSNL for receiving of tender document fee & EMD.

**2. ELIGIBILITY CONDITIONS:**

**Eligibility Criteria:** - The bidder should submit the cost of tender paper, EMD and documents as mentioned in the NIT (Section-1)

Note:- The successful bidder has to produce the above original documents for verification when he is called for so.

**3. COST OF BIDDING**

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

**5. BID DOCUMENT**

Bid document includes the following Sections:

Sl. No	Description	SECTION NO.
1	Notice Inviting Tender	I
2	Tender information	II
3	Specification & Scope of work	III
4	Instructions to bidders & conditions of tender	IV
5	List of all type of formats	V
6	Check list	VI
7	Price schedule	VII

**6. 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 **before 14 days of last date of the submission of bids**. 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.

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

- a) The details of documents to be submitted alongwith tender document are as per NIT at Section-1. 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/SD) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would be taken for banning of business dealing with the defaulting firm/individual. In case contract has already been awarded to the bidder, then PBG/SD would be forfeited and the contract would be rescinded/ annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm/individual. An undertaking to this effect should be submitted by the bidder.

#### **8. 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 website <http://odisha.bsnl.co.in/new-tender.html> & <https://eprocure.gov.in/epublish/app> 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, if necessary.

#### **9. PREPARATION OF BID DOCUMENTS – TECHNICAL BID & FINANCIAL BID**

It is a single bid system and the bid prepared by the bidder shall comprise Technical Bid and Financial Bid and should be prepared & submitted as per clause-15.

#### **10. BID FORMS**

The bidder shall fill the bid form in the tender document in all respects, sign on all pages along with seal of the firm if any.

#### **11. BID PRICE**

The bidder shall quote rates in financial bid sheet.

#### **12. 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, available in Annexure-C

#### **13. BID SECURITY/EMD**

- (i) The bidder shall furnish as part of his bid, a bid security (EMD) for an amount as mentioned in the NIT. No interest shall be paid by the department on the bid security for any period what so ever.
- (ii) The bid security is required to protect the department against the risk of bidder's conduct, which would warrant the security's forfeiture.
- (iii) Bid security shall be paid in the form of Crossed Demand Draft/Banker Cheque /FDR issued by a Scheduled/Nationalised Bank, drawn in favour of Accounts Officer (Cash), O/o GMTD, Cuttack.
- (iv) A bid not secured in accordance with Para 13 (i) to (iii) shall be rejected by the department as non responsive.
- (v) The bid security of the unsuccessful bidder will be refunded as promptly as possible, but not before than 30 days of expiry of the period of bid validity prescribed by the department.
- (vi) The successful bidder's bid security will be released on receipt of performance bank guarantee & signing the agreement.
- (vii) The MSME bidders are exempted from payment of bid security:**
- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached alongwith the bid.
- b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- c) MSE unit is required to submit its monthly delivery schedule.



- d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

**13.1 The bid security shall be forfeited.**

- 13.1.1 If a bidder withdraws his bid during the period of bid validity specified in the bid document or  
 13.1.2 If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the department or  
 13.1.3 In case of a successful bidder, if the bidder fails  
 (i) To sign the agreement as per tender condition  
 (ii) To furnish Bank guarantee as Performance Security as per tender condition.

**14. (I) FORMAT AND SIGNING OF BID**

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

**(II) Power of Attorney**

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.  
 (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.  
 (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.  
 (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.  
 (e) Original 'Power of Attorney' in case person other than tenderer has signed the tender documents.

**Note:- In case the Power of Attorney authorized by company/partnership firms to any of their directors/ partnership holder, this specimen signature of authroised signatory should be attested by the company's / firm's banker.**

**15. SEALING, MARKING & SUBMISSION OF BIDS.**

- a. Bid for each tender should be submitted in three envelopes placed inside a main cover. These envelopes should contain the following.

Envelop	Marked on the cover	Contents of envelope
First	Bid security	Containing EMD & Tender document fee
Second	Qualifying bid	Containing documents as per NIT
Third	Financial bid	Rates duly quoted by the tenderer in the prescribed format.

On all these envelopes the name of the firm and whether "Bid Security" OR "Qualifying" OR "Financial" bid must be clearly mentioned and should be properly sealed with sealing wax/packing PVC tape. These envelopes are to be placed inside an outer envelope and properly sealed with sealing wax/packing PVC tape. The tenders which are not submitted in above mentioned manner shall be summarily rejected.

- b. All envelopes (3 inner & one outer) must bear the following:

**(Tender for supply of 12V & 130 AH DG starting battery sets in Cuttack SSA**

**"NOT TO OPEN BEFORE ( \_\_\_\_\_ )**

**(Tender No. \_\_\_\_\_ dated \_\_\_\_\_ at Cuttack)**

- c. Bid shall be addressed to the following address

**AGM (NW- PLG-CFA), Room No. 208, O/o GMTD, BSNL, Door Sanchar Bhawan, Link Road, Cuttack-753012**

- d. Bids delivered in person shall be dropped by that person in the tender box kept with **The AGM (NW- PLG-CFA), Room No. 208, O/o GMTD, Door Sanchar Bhawan, Link Road, Cuttack-12** on or before the date and time specified in NIT. The purchaser shall not be responsible in any way about the bids that are delivered /dropped elsewhere and/or after the last date and time for receipt of bids.
- e. The tender documents can be sent by Regd./Speed Post but should reach this office in time as specified in NIT. BSNL will not be responsible for any delay in postal transit/missing.
- f. No bid shall be accepted if submitted after due date time as mentioned in NIT.

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

- Tenders will not be received after the specified time of closing of the tender and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.
- The bidder may modify or withdraw his bid after submission and before opening, provided that the intimation is deposited by the bidder in a properly sealed envelope (with Wax/Packing PVC tape) in the tender box, before the scheduled time & date for closing of tender.
- No bid shall be modified subsequent to the deadline for submission of bids.

#### **17. BID OPENING AND EVALUATION**

The BSNL shall open the bids in presence of the bidders or his authorised representatives, at schedule date & time as per NIT. The bidder's representatives, who are present, shall sign an attendance slip. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening.

- **Only one representative for any bidder** shall be authorised and permitted to attend the bid opening.
- **The bids shall be opened in the following manner.**
- The bid opening committee shall count the number of bids and assign serial numbers to the bids.
- The envelopes containing the tender offer and not properly sealed, shall not be opened and shall be rejected outright. Closing the cover by gum will not be treated as sealed cover. The reasons for not opening such tender offers shall be recorded on the face of the envelope and all the members of bid opening committee shall initial with date.
- First the outer envelope containing the three envelopes shall be opened. The bid opening committee shall initial on all three envelopes with date.
- Among these three envelopes, the envelope marked "BID SECURITY" shall be opened first and examined.
- The qualified bid of those bidders will be next whose bid security will be found to be as per the tender document and shall be examined & recorded by the bid opening committee.
- The bidders who have submitted proper bid security as per tender document, their "QUALIFYING BID" shall be opened and papers/documents submitted by the bidder shall be examined and recorded by the TOC. After opening the qualifying bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members. The qualifying bid of those bidders will be opened next whose bid security will be found to be as per the tender document and shall be examined & recorded by the bid opening committee.
- After recording of the "Qualifying bid" the TOC will place all the financial bids submitted by the qualifying bidder in an envelope and will seal with wax /packing PVC tape for keeping in safe custody.

**The financial bid shall be opened in the following manner.**

The envelope marked "Financial bid" will be opened only for qualified tenders in "Qualifying bid".

- The date and time of opening of "Financial bid" shall be conveyed to all the bidders who have qualified in qualifying bid and their representative shall be allowed to attend the financial bid opening.

- In case there is discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quoted words shall prevail.

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

Room-208, 1<sup>st</sup> Floor, Door Sanchar Bhawan, Link Road, Cuttack-753012.

#### **19. PRELIMINARY EVALUATION**

- 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.
- Prior to the detailed evaluation, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents.
- 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.
- A bid, determined as substantially non-responsive will be rejected by the Tendering authority and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity. The tendering authority shall not be bound to show the reasons/causes of rejection of the bid.
- The Tendering authority may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

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

- The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
- 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.
- If the supplier does not accept the correction of the errors, his bid shall be rejected.
- The evaluation and comparison of substantially responsive bids shall be done on the basis of gross total of all items.

#### **21. CONTACTING THE TENDERING AUTHORITY**

- Subject to seeking clarifications on the 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.
- 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.

#### **22. AWARD OF CONTRACT & CONTRACT PERIOD**

- The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable.
- The work will awarded normally for a period of **one year** from the date of signing of the agreement between organization & the contractor. The period can be extended another **six months** with same rate, terms and condition of the agreement with the quantity of the tender.

#### **23. PURCHASER'S RIGHT TO VARY QUANTUM OF WORK:**

The purchaser at the time of award of work under the contract reserves the right to decrease or increase the work by up to 25% of the total quantum of work without any change in the rates or other terms and conditions.

#### **24. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The purchaser's reserves the right to accept or reject any bid and annule the bidding process and reject all bids, at any time prior to award of contract without assigning any reason what-so-ever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the department's section.

## **25. ISSUE OF LOI**

- The issue of LOI shall constitute the intention of the Purchaser to enter into contract with the bidder.
- The bidder shall within **14 days** of issue of the LOI, give its acceptance along with performance security & sign the agreement.
- **PERFORMANCE SECURITY/PBG:**

The Bidders shall furnish Performance Security Deposit in the format available in annexure in the tender document for an amount of 5% of the estimated cost of the tender, in the form of Bank Guarantee from a Nationalized/ Scheduled Bank for a period of 1 (one) year in favour of A.O. (Cash), BSNL, O/o GMTD Cuttack payable at Cuttack as awarded by the GMTD, Cuttack. The PSD is to be deposited within 14 (Fourteen) days from the date of receipt of letter of acceptance or letter of intent failing which their EMD or bid security may be forfeited and tender may be cancelled.

## **26. SIGNING OF CONTRACT**

The issue of Purchase/work order shall constitute the award of contract on the bidder. 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 14 (Fourteen) days from the date of receipt of LOI in this office. In the event of failure of the tenderer to sign the agreement within 14 (Fourteen) days or in the event of his failure to start the work as stipulated in the work order, then the amount of bid security (EMD) in the form of DD shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

## **27. ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the requirement of clause 25 & 26 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

## **28. Purchaser's right to disqualify**

Purchaser reserves the right to disqualify the service supplier for a suitable period (not less than one year & not more than 2 years) who habitually failed to supply the service in time. Further, the service suppliers whose service is not satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period (not less than one year & not more than 2 years) as decided by the purchaser.

## **29. PURCHASER'S RIGHT TO BAN BUSINESS DEALINGS**

Purchaser reserves the right to bar the bidder from participating in future tenders/EOIs/ RFPs of BSNL for a period of two years in case he fails to honour its bid without sufficient grounds.

## **30. NEAR-RELATIONSHIP CERTIFICATE**

The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. 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 limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

- The Company or firm or the person will also be debarred for further participation in the

concerned unit.

- The near relatives for this purpose are defined as:-
  - (a) Members of a Hindu undivided family.
  - (b) They are husband and wife.
  - (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

The format of the certificate is given in annexure

### **31. VERIFICATION OF DOCUMENTS AND CERTIFICATES**

The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

As per requirement of the tender's conditions, if any document / paper / certificate submitted by the participant bidder is found to be false / fabricated / tempered / manipulated at any stage during bid evaluation or award of contract, then the bid security (EMD) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm. In case contract has already awarded to the bidder, then PBG would be forfeited and the contract would be rescind / annulled and BSNL would be at liberty to procure the ordered goods and 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.

### **32. PAYMENT TERMS**

- a. P.O. placing authority --- SDE (MM), O/o GMTD, Cuttack.
- b. Paying authority --- Accounts Officer (Cash), O/O GMTD, BSNL, Cuttack
- c. Delivery period --- 15 days from the date of communication of Purchase order or as decided by the purchaser in the purchase order.
- d. Consignee --- As mentioned in the P.O.
- e. Ultimate consignee --- The actual Ultimate consignee will be mentioned in PO and that is final
- f. Tender period Normally 12 months from the date of agreement.

Payment shall be made on receipt of material in good condition, Pre-receipted bills in triplicate, with delivery challan acknowledged by consignee, should be enclosed with the bill along with declaration of payment of excise duty and sales tax indicating the amount of duty and tax paid.

Sales tax/Income Tax if any required under the statutory rules of the Government can be deducted from the billed amount at the prescribed rate.

Payment shall be made by the A/C payee cheque of SBI/UBI of Cuttack or ECS.

No payment shall be made for goods that are rejected on inspection/testing.

### **33. PENALTY CLAUSE**

- i) The contractor has to ensure specified quality and brand. The contractor has to get the sample tested before commencement of work/supply.
- ii) Before giving delivery, the tenderer shall offer a sample for sample testing. Only accepted item shall be delivered by the tenderer to the concerned unit/consignee. However if the item is not found up to specification at any stage, **the item will be rejected and no payment will be given.**
- iii) In case of delay delivery, the penalty will be charged as decided by the competent authority.

### **34. 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 GMTD, Cuttack shall be final and binding on all concerned.

### **35. ARBITRATION**

35.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the CHIEF GENERAL MANAGER Telecom BSNL, Odisha Circle Bhubaneswar or in case his designation 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 functions of the Chief General Manager BSNL, Odisha Circle Bhubaneswar or by whatever designation such officers may be called. The award of the arbitrator shall be final and binding on the parties.

35.2 The venue of the arbitration proceeding shall be the O/O the Chief General Manager BSNL Odisha Circle Bhubaneswar or such other places as the arbitrator may decide. The following procedure shall be followed.

35.2.1 In case parties are unable to reach a settlement by themselves, the dispute should be submitted for arbitration in accordance with contract agreement.

35.2.2 There should not be a joint submission with contractor to the sole arbitrator.

35.2.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.

35.2.4 The onus of establishment his claims will be left to the contractor.

35.2.5 Once a claim has been included in the submission by the contractor, a modification thereof will be opposed.

35.2.6 The “point of defence” will be based on actual conditions of the contract.

35.2.7 Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contracted.

### **36. SET OFF**

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the BSNL or the Government or any other person(s) contracting through the Govt of India and set off the same against any claim of the BSNL or Govt or such other person or

Persons for payment of a sum of money arising out of this contract or under any other contract made by the contractor with the BSNL of Govt or such other person or persons contracting through Government of India.

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

### **37. TERMINATION FOR DEFAULT**

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the service supplier, terminate this contract in whole or in part

a) If the service supplier fails to deliver his service within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.

b) if the service supplier fails to perform any other obligation(s) under the Contract.

### **38. COURT JURISDICTION**

38.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of LOI shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.

38.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

“This Contract/ PO is subject to jurisdiction of Court at Cuttack only”.

## SECTION-V

### LIST OF ALL TYPE OF FORMATS

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: PERFORMANCE BANK GUARANTEE
6	ANNEXURE-F: LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
7	ANNEXURE-H: TENDERER'S PROFILE
8	ANNEXURE-I: BID FORM
9	ANNEXURE-J:UNDERTAKING & DECLARATION

**ANNEXURE-A**  
**AGREEMENT**

(On Rs. 100.00 Non-judicial stamp paper)

**Tender No.-**

**Name of work:-**

This contract is made between the **GMTD, BSNL (Cuttack)** party of the **first part** & M/s \_\_\_\_\_

(hereinafter called the contractor) party on the **second part**.

**Tender no.** \_\_\_\_\_ **dated** \_\_\_\_\_ .

The period of contract will be **12 months** with effect from **date** \_\_\_\_\_. In case the tender is further extended as per the terms & conditions of the tender, the contract shall remain valid till the expiry of the extended period of the tender on the same terms and conditions.

This contract is entered into by the BSNL with the contractor for

**(Name of work):** \_\_\_\_\_

**The scope, terms and conditions/specification etc. of this contract will be as per original tender documents & those modified by the BSNL from time to time.**

I assure that I shall undertake the said supply as per terms and conditions of contract during the tenure of the contract.

**Witness**

**Party on the first part**

1. Signature  
Name & address

DGM (Cuttack)  
O/o GMTD, Cuttack

**Party on the second part**

2. Signature  
Name & address

Name, address & signature of the contractor with seal of the company



**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://odisha.bsnl.co.in/new-tender.html> & <https://eprocure.gov.in/epublish/app> and I have checked up that no page is missing and all pages as per the index are available and no addition/ deletion/correction/tampering has been made in the tender document. In case at any stage, it is found that any addition / deletion / correction has been made, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

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

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

Signature of bidder/Authorized Signatory

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

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

**ANNEXURE-C**

**DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE**

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

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

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

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

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

**ANNEXURE-D**

**NO NEAR RELATIVES CERTIFICATE IN BSNL**

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

**DECLARATION**

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

Signature of the bidder \_\_\_\_\_

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

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

- A. Members of a Hindu Undivided family.
- B. They are husband and wife.
- C. The one is related to the other in the manner as father, mother, son(s) and son's Wife (Daughter-in-law). Daughter(s) and daughter's husband (Son-in-law), Brother(s) and brother's wife, sister(s) and sister's husband (Brother-in-law).

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

Signature of the bidder \_\_\_\_\_

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

(Capacity in which signing)

Place:

Date:

**ANNEXURE-E**

**Proforma for Performance Bank Guarantee**

(To be typed on Rs.100/- non-judicial stamp paper & for the period 2 ½ years)

Dated:.....

**Sub: Performance guarantee.**

Whereas DGM (Rural, Plg & Trans), O/o GMTD, BSNL Cuttack R/o ..... (hereafter referred to as GMTD, BSNL Cuttack) has issued an LOI no. .... Dated ...../...../20..... awarding the work of ..... to M/s ..... R/o ..... (hereafter referred to as "Bidder") and GMTD, BSNL Cuttack has asked him to submit a performance guarantee in favour DGM (Cuttack), O/o GMTD, BSNL Cuttack of Rs. ..../- (hereafter referred to as "P.B.G. Amount") valid up to ...../...../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We ..... Bank .....Branch having ..... (Address) and Regd. office address as ..... (Hereinafter called 'the Bank') agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the GMTD, BSNL Cuttack that if in the opinion of the GMTD, BSNL Cuttack, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the GMTD, BSNL Cuttack the said sum limited to P.G. Amount or such lesser amount as GMTD, BSNL Cuttack may demand without requiring GMTD, BSNL Cuttack to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the GMTD, BSNL Cuttack shall be conclusive as regards the liability of Bidder to pay to GMTD, BSNL Cuttack or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and GMTD, BSNL Cuttack regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the GMTD, BSNL Cuttack shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by GMTD, BSNL Cuttack against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of GMTD, BSNL Cuttack or

any indulgence by GMTD, BSNL Cuttack to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. Notwithstanding anything herein contained ;
  - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
  - (b) The guarantee shall stand completely discharged and all rights of the GMTD, BSNL Cuttack under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case GMTD, BSNL Cuttack demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) O/o GMTD, BSNL, Cuttack.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: ..... Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....

**ANNEXURE-F**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

Tender number \_\_\_\_\_

Sub: Authorisation for attending bid opening on \_\_\_\_\_ (Date) in the tender of  
\_\_\_\_\_

Following person is hereby authorised to attend the bid opening for the tender mentioned above on behalf of \_\_\_\_\_ (bidder).

Name            Specimen signature

**Signature of bidder**

**or**

**officer authorised to sign the bid  
document on behalf of the bidder.**

- Note: 1. Maximum of one representative will be permitted to attend bid opening.  
2. Permission for entry to the hall where bids are opened, may be refused in case authorised as prescribed above is not recovered.

**ANNEXURE-G**

**TENDERER'S PROFILE**

Passport Photograph of bidder/firm proprietor
--

**General:-**

1. Name of the tenderer/firm \_\_\_\_\_.
2. Name of the person submitting the tender Shri/Smt \_\_\_\_\_ (In case of proprietary/partnership firms, the tender has to be signed by proprietor/ Partner only, as the case may be)
3. Address of the firm/tenderer: (Present & Permanent)  
.....
4. Email ID .....
5. Tel No. (with STD code) (O) ..... (Fax) ..... (R) ..... (M) .....
6. Registration & incorporation particulars of the firm (in case of firms)
  - i) Proprietorship
  - ii) Partnership
  - iii) Private Limited
  - iv) Public Limited

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

7. Name of proprietor/Partners/Directors .....
8. Tenderer's enlistment certificate details.
  - a) Category \_\_\_\_\_
  - b) Number \_\_\_\_\_
  - c) Issuing Telecom Circle \_\_\_\_\_.
  - d) Issued on \_\_\_\_\_.
  - e) Valid up to \_\_\_\_\_
9. Tenderer's bank, its address and his current account number .....
10. Permanent Income Tax number, Income Tax Circle .....
11. Infrastructure capabilities.
12. Details of Technical and supervisory staff:
13. GST No.
14. EPF Code No.
15. ESI registration No.

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

**Place & Date:-**

**Signature of tenderer/authorized signatory  
Name of the tenderer**

**ANNEXURE-H  
BID FORM**

**To**

**From,**

.....

<complete address of the purchaser><complete address of the Bidder>

.....

.....

Bidder's Reference No:..... Dated.....

**Ref:** Your Tender Enquiry No. ....dated .....

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. .... dated ..... the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver ..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: ..... day of ..... 20...

	Signature .....
Witness	Name .....
Signature.....	In the capacity of .....
Name .....	Duly authorized to sign the bid for and on
Address .....	behalf of .....



**ANNEXURE-I**

**UNDERTAKING & DECLARATION**

For understanding the terms & condition of Tender & Spec. of work

**a) Certified that:**

1. I/ We ..... have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

**b) The tenderer hereby covenants and declares that:**

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.
3. I swear 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 the website.

Date: .....

.....

Signature of Tenderer

Place: .....

Name of Tenderer .....

Along with date & Seal

**ANNEXURE-J**

**Declaration for Downloading the tender Document.**

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

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

Place \_\_\_\_\_

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

(Along with date & Seal)

**ANNEXURE-K**  
**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, issued of TDS certificates, C Form for CST purchase 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 Contract Person :  Mobile No.

**Contact Details**

PAN :

GSTIN reg no :

LST (Local GST 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**

Excise reg no. :

Excise Range :

Excise Division :   
 Excise Commissioner

**Payment Transaction/Bank Details**

Bank Country :   
 Bank Name :   
 Bank Address :   
 Bank A/C No :   
 Bank IFSC :

Account holder's name :

Type of Account : Saving (1)  Current (11)

SWITCH Code (for Foreign Vendor):

IBAN Code (for Foreign Vendor)

**MANDATORY**

**(Enclose a blank Cheque/a photocopy of the Bank Pass Book first page 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 here authorize BSNL to deduct bank charge applicable for such direct bank payments.

- Note:
- If PAN is not provided, TDS @ 20% will be deducted whenever applicable
  - If GSTIN Registration Number is not provided, then the taxes will not be paid whenever 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 – Invoice :  TDS Code - Invoice :

Checked By	Authorized by (Finance)	SAB Vendor Master Created on	SAP Vendor Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**ANNEXURE-L**  
**CREATION OF CUSTOMER ID FOR TENDER**

Company Name & postal address with PIN Code	
Contract No.	
Email id	-
PAN No	
GST No	
Name of the Bank & Bank A/C No	
IFSC Code	
Bank A/C holder name	
Saving/current	

**SECTION-VI**  
**CHECK LIST**

(To be checked & filled in by bidder)

Sl No.	Documents to be enclosed	Put a tick mark for copy enclosed/signed	Sl number to be given by bidder
1	Document fee in form of DD		
2	EMD in form of DD		
3	Self attested copy of valid Dealership licence of any Battery company		
4	Self attested copy of valid GSTIN registration & latest return of GSTR-3(B)		
5	Self attested copy of valid PAN card with uptodate IT return		
6	Power of attorney in original (if applicable)		
7	Self attested copy of memorandum article/partnership deed/affidavit/proprietorship (which is applicable).		
8	Declaration of Non - tampering of tender document duly filled and signed.		Page No.
9	Declaration of clause by clause compliance duly filled and signed.		Page No.
10	No near relative certificate duly filled in and signed.		Page No.
11	Tenderer's profile duly filled and signed		Page No.
12	Bid form duly filled and signed.		Page No.
13	Undertaking & Declaration		Page No.
14	Declaration for Downloading the tender Document		Page No.
15	All pages of tender document to be signed by bidder		All page

N.B:- The bidder has to submit required documents in a bunch putting a serial number to each document, that number is to be filled in this check list. The items above from Sl No. 8 to 14 are available in tender document, to be filled in & signed by the bidder positively.

# **BID DOCUMENT**

**FOR SUPPLY OF 12V & 130 AH DG STARTING BATTERY IN  
CUTTACK SSA**

**(FINANCIAL BID)**

**SECTION-VII**

**FINANCIAL BID**

Sl. No	DG Set Battery	Qty required	Unit price in Rs. (To be quoted by bidder)		Rate of scrapped by per unit(Buy-back)	
			In figure	In words	In figures	In word
1	12V & 130 AH rating	27 nos				

- 1. Rate should be inclusive of all type of taxes excise duty, Octroi (entry tax), insurance, freight etc but exclusive GST.**
- 2. Evaluation will be made on the Gross total of the item, deducting buy back price.**

**Signature of bidder**



## SECTION- VIII

### **Instructions to bidders in pursuant Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority and the competent authority for the purpose of registration as per applicability of Rule 144(xi) of the **General Financial Rules (GFRs) 2017 shall be the registration committee constituted by the Department for Promotion of Industry and Internal Trade**
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means –
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a Country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

#### **Explanation-**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person, employed to do any act for another, or to represent another in dealings with third person.

**VI** The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (This is applicable for tenders of Works contracts, including Turnkey contracts ).

**VII Bidder is required to submit certificate as under in pursuant to Rule 144(xi) GFR 2017.**

" I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I Certify that this bidder is not from such a country or, if from such a country, has been registered with Competent Authority. I hereby certify that this bidder fulfills all requirements in this regards and is eligible to be considered.  
**[Evidence of valid registration by the Competent Authority shall be attached]**

**VIII Bidder(s) should have valid registration (in pursuant Rule 144 (xi) of the General Financial Rules (GFRs) 2017) at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance, registration shall not be a relevant consideration during the contract execution.**

### Appendix of Section VIII

#### 1. Preference to make in India

Purchaser reserves the right for providing Preference to Make In India telecom products, service and works in accordance with Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry letter no. P-45021/2/2017-PP(BE-II) dated 16/09/2020 [Public Procurement (Preference to Make in India), Order 2017- Revision] along with relevant references from earlier letters, DPIIT Order No. 45021/2/2017-B.E.-II dated 15-06-2017, Order dated 28-05-2018, Order Dated 29-05-2019, Order dated 04-06-2020etc along with latest guidelines & amendments, if any.

#### Definitions

- (i) 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- (ii) 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement need the minimum local content as prescribed for "Class-I local supplier" under DPIIT Public procurement (Preference to make in India), order 2017 Revision dt 16.09.2020.
- (iii) 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, needs the minimum local content as prescribed for "Class-II local supplier" under DPIIT Public procurement (Preference to make in India), order 2017 Revision dt 16.09.2020 but less than that prescribed for "Class-I local supplier" under this order.
- (iv) 'Non Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class-II local supplier" under DPIIT Public procurement (Preference to make in India), order 2017 Revision dt 16.09.2020
- (v) 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.
- (vi) 'Works' means all works as per Rule 130 of GFR- 2017, and will also include turnkey.  
Margin of Purchase Preference: means the maximum extent to which the price quoted by "Class-I local supplier" may be above the L-1 for the purpose of purchase preference.

**'Class-I local suppliers/Class-II local suppliers' are required to indicate the 'Local content' for the quoted telecom products, service and works, in their bid in the format available in Annexure-D.**

#### Verification of local content

- (a). The '**Class-I local suppliers/Class-II local suppliers**' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self- certification that the item offered meets the local content requirement for **Class-I local suppliers/Class-II local suppliers**, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- (b). In cases of procurement for a value in excess of Rs. 10 crores, the **Class-I local suppliers/Class-II local suppliers**' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (c). False declarations will be in breach of the Code of Integrity under Rule 175(1))(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (i) of the General Financial Rules along with such other actions as may be permissible under law.

- (d). A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

**Purchase Preference**

- (a) Among all qualified bids, the lowest bid will be termed as L 1. If L 1. is 'Class-I local supplier', the contract for full quantity will be awarded to L 1.
- (b) If L 1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L 1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L 1 bidder.

**Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

**Minimum Local Content:** The Local content requirement to categorize a supplier as ' Class-I supplier' is minimum 50%. For Class-II Local supplier, the local content requirement is minimum 20%.

**Annexure-I****Format for Self Certification regarding Local Content (LC) for Telecom Product/Service or Works**

Dat.....

S/o, D/o, W/o \_\_\_\_\_, Resident of  
\_\_\_\_\_do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India / Department for Promotion of Industry and Internal Trade issued in reference to Public Procurement(Preference to Make In India), Order 2017 its subsequent amendments, guidelines etc

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the L.C.

That the L.C. for all inputs which constitute the said Telecom Product / Services / Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the L.C. of the Telecom Product / Services / Works mentioned herein is found to be incorrect and not meeting the prescribed L.C. norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable as under clause 9 (f) of **Public Procurement (Preference to Make in India) Order 2017**.

I agree to maintain all information regarding my claim for L.C. in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

- i. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity):
  - ii. Date on which this certificate is issued
  - iii. Telecom Product / Services / Works for which the certificate is produced:
  - iv. Procuring agency to whom the certificate is furnished:
  - v. Percentage of L.C. Claimed:
  - vi. Name and contact details of the unit of the manufacturer:
  - vii. Sale Price of the product:
  - viii. Ex-Factory Price of the product:
  - ix. Freight, insurance and handling
  - x. Total Bill of Material
  - xi. List and Total Cost value of inputs used for manufacture of the Telecom Product / Services / Works:
  - xii. List and Total Cost of inputs which are locally sourced. Please attach L.C. certificates from local suppliers, if the input is not in-house:
  - xiii. List and cost of inputs which are imported, directly or indirectly:
- For and on behalf of \_\_\_\_\_(Name of Firm / Entity)

Authorized signatory (To be duly authorized by the Board of Directors) <Insert Name, Designation and Contact No. and date>

Read &amp; understood

Sign &amp; seal of bidder

**Annexure-II**

**CERTIFICATE TO BE SUBMITTED BY THE BIDDER AND ITS TECHNOLOGY PARTNER (ON COMPANY'S/FIRM'S LETTER HEAD)**

This is to certify that I/We, M/s .....(Name & Full address) as the front Bidder of this tender and our technology / consortium partner, M/s ..... (Name & full address) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India.

1. I/We certify that this bidder is not from such a country or, if from such country, has been registered with the Competent Authority as per F. No. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, and its subsequent clarifications, if any, I/We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].
2. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that this bidder is not from such a country or , If from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].
3. I am aware that if the certificates given by the bidder in the tender documents regarding compliance with order stated above is found to be false at any later state, this would be ground for immediate termination and further legal action in accordance with law.

Signature:

Signature:

Name in Block letters:

Name in Block letters:

Status: Director/Manager/Partner/  
Proprietor of the Company  
[on behalf of the front bidder]

Status: Director/Manager/Partner/  
Proprietor of the Company  
[on behalf of the front bidder]

Read & understood

Sign & seal of bidder