



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

Office of the General Manager Telecom District, Cuttack

**E-TENDER DOCUMENT FOR**

Hiring of splicing machine & measuring instruments, skilled/unskilled worker and vehicle for provision of FTTH connections in Cuttack SSA

**No. PLG/FTTH Provision/2021-22/**

**Dtd at CK 08.11.2021**

**Cost of E-Tender Document: - 590/-**

**(This includes Tender document Cost 500/- and GST @ 18% i.e., 90/-)**

**Total number of Pages: -40**

Read, understood , complied & agreed

Signature & seal of bidder with Date

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Read, understood , complied & agreed

Signature & seal of bidder with Date

**SECTION-I**  
**BHARAT SANCHAR NIGAM LIMITED**  
**(A Govt. of India Enterprise)**  
**Office of the General Manager, Telecom District, Cuttack**  
**NOTICE INVITING TENDER**

1 E-tender is invited by GMTD, BSNL, Cuttack in two bid system from Individuals/Companies/Firms registered in India fulfilling the eligibility conditions, as per tender document, E-tender document for hiring of splicing machine & measuring instruments, skilled/unskilled worker and vehicle for provision of FTTH connections in Cuttack SSA.

Sl No	Item	Particulars
1	Tender Notice No & date	<b>No. PLG/FTTH Provision/2021-22 dtd. 08.11.2021</b>
2	Tender item	E-tender document for hiring of splicing machine & measuring instruments, skilled/unskilled worker and vehicle for provision of FTTH connections in Cuttack SSA
3	Tender Document can be downloaded from date	<b>09.11.2021</b>
4	Date of receipt of queries from bidders	<b>15.11.2021 up to 17.00 Hrs</b>
5	Reply of queries by BSNL	<b>20.11.2021 before 17.00 Hrs</b>
6	Last Date of Submission of Tender	<b>02.12.2021 up to 11.00 Hrs</b>
7	Date & Time of Opening of Tender (Technical Bid only)	<b>03.12.2021 at 11:00 Hrs</b>
8	Amount of Bid Security/EMD	<b>Rs 25,300.00 (Rupees twenty five thousand three hundred only)</b> The cost of EMD should be paid in the form of Demand Draft drawn from any Nationalized/Scheduled Bank or Bank FDR in favour of AO (Cash) O/o GMTD BSNL Cuttack or through online Banking/RTGS/NEFT as per the Section-I, Para 2(a)
	Cost of Tender Form	<b>590/-(Rupees five hundred ninety only) - Non- Refundable.</b> The payment will be accepted in form of crossed DD drawn on any nationalized / scheduled bank in favour of A.O. (Cash), BSNL, O/o GMTD, Cuttack & payable at Cuttack or E-payment as per instruction of clause 2(a) of Section-1(A)

Note-1: 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.

Note:- 2 Exemption in Cost of Tender Documents and EMD under MSME is permitted, if the registration is for tendered item with other eligibility condition as per MSME provision.

**Note:- 1** Exemption in Cost of Tender Document and EMD under MSME & MSME Bodies is permitted, if registered with NSIC for:-

Tender item related to hiring of splicing machine & measuring instruments, skilled/unskilled worker and vehicle for provision of FTTH connections, which must be reflected in the enlistment certificate (Scope of work) and showing validity period.

**Note-2** Only MSME Certificate without Enlistment certificate (Scope of work) will not be considered for availing any exemption.

**Note:- 3** In case the last date of submission /opening of bid is declared to be a holiday, last date of submission / opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid submission/ opening date due to any other unavoidable reasons will be notified through the BSNL web site and/or e-Tender Portal and/or newspapers.

2(a) The Tender document can be downloaded from the website: <https://etenders.gov.in/e procure/app> & [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) and to be submitted in e-format of [www.etenders.gov.in/e procure/app](http://www.etenders.gov.in/e procure/app). Cost of Tender Document and Earnest Money Deposit (EMD) shall have to be submitted in form of DD to AGM (NW-PLG-CFA), Cuttack, O/o GMTD, Cuttack, 1<sup>st</sup> Floor, Room No. 208, Door Sanchar Bhawan, Link Road, Cuttack-12 (in person or through regd/speed post) before the scheduled date and time of submission of the tender, otherwise the

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same will not be considered or through online Banking/RTGS/NEFT before scheduled date and time as per the following details.

Name of the Bank, Branch & address	Union Bank of India, Madhupatna, Link Road Cuttack
Accounts Name	A.O. (Cash), BSNL, O/o GMTD Cuttack
Account Number	(SB/CA) 514201010032115
IFSC Code	UBIN0551422
MICR Code	756026004
Mail Id :	<a href="mailto:agmplgbsnlck@gmail.com">agmplgbsnlck@gmail.com</a>
Contact No	0671-2304440, 9437960466
In case of EMD in the form of TDR/PBG	Should be pledged in favour of A.O. (Cash), BSNL, O/o GMTD Cuttack with validity for a period of Six Months from the date of opening.

The scanned copies DDs / E-Payment receipt towards EMD/BID security, Cost of bid document have to be uploaded in the e-Tender Portal i.e. [www.etenders.gov.in/e procure/app](http://www.etenders.gov.in/e procure/app)

- 2(b) 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(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(d) The bidders shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on Web-site <https://e procure.gov.in/cppp> as per **Annexure –B of Section VIII.**
- 3(e) In case of any correction/ addition/ alteration/omission is found in the tender document; the tender bid shall be treated as non-responsive and shall be rejected.
- 4(a) The bidder should have experience in laying and jointing of OFC cable work in BSNL/MTNL/Other PSUs/Central Govt./State Govt. of minimum Rs. 4.43 Lakhs taken together during last three financial year (2018-19, 2019-20 & 2020-21) and current year. Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager/Superintending Engineer or equivalent. Experience certificate issued by any TDE or equivalent duly countersigned by an officer not below the rank of DGM/SE will also be considered.
- 4(b) The documents as listed out in **Section VII** should be uploaded in the E-Tender Portal. 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.

**5. Eligibility Criteria:-** The bidder should have the following eligibility

- a) Registered firm/company (if applicable), b) Experience as per clause 4(a), c) valid PAN card & upto date Income Tax return d) Valid labour licence from Central Labour Commissioner office, e) Valid EPF Registration, f) Valid ESI Registration, g) Upto date payment challan for EPF and ESI h) valid GSTIN registration & proof of latest return of GSTR-1
- i) The bidder must have documentary proof of splicing machine, OTDR and power meter.
- 6 BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, bidders or their authorized representatives can attend the Tender Opening Event at the **Room No. 208, 1<sup>st</sup> Floor Doorsanchar Bhawan, Link Road, Cuttack-753012** where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).
- 7 Incomplete, ambiguous, Conditional tender bids are liable to be rejected.
- 8 General Manager Telecom District Cuttack 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.
- 9 All documents submitted in the bid offer should be preferably in English. In case the certificate viz., experience, registration etc., is issued in any language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator in addition to the relevant certificate. All computer generated documents should be duly attested/signed by the issuing organization.
- 10 All statutory taxes as applicable shall be deducted at source before payment.

Read, understood , complied & agreed

Signature & seal of bidder with Date

11. Each bidder must have to create customer ID in marketing section (in case of new bidder) and submit to receive document fee and EMD as per GSTIN requirement in ERP.

12. The MSME bidders are exempted from payment of cost of tender paper and bid security (EMD)

(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 along with the bid.

The enlistment certificate issued by MSME should be valid on the date of opening of tender.

MSE unit is required to submit its monthly delivery schedule.

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

13. 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.

Exemption in Cost of Tender Document and EMD under MSME & NSIC is permitted, if the registration of MSME certificate is done for telecom service activities, 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

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.

14. Bidder's must be Class-I Local supplier and Class-II Local supplier in pursuance to Department for Promotion of Industry and Internal Trade order no: P-45021/2/2017-PP (BE-II) dt 16/09/2020 (Proof document-Self Certification as format given as Annexure D of Appendix-2 of Section IX or Certificate as per clause 1.5(b) of Appendix-2 of Section-IX as the case may be.

15. Registered with competent authority (Registration committee constituted by Department for Promotion of Industry and Internal Trade, Govt of India) in pursuance to restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017 on grounds of Defence of India and National Security, which are detailed in Appendix of Section-1.

16 : If an authorized supplier bids on behalf of manufacturer then following prescribed Certificates are to be submitted by both manufacturer and authorized supplier.

Self-Certification as format given as Annexure of Section IX.

Certificate as per applicability stated in tender document, in pursuant to Rule 144(xi) GFR 2017.

**DGM (NW-OP-CFA) Rural  
O/o GMTD, BSNL Cuttack**

Read, understood , complied & agreed

Signature & seal of bidder with Date

**SECTION-II****Tender Details**

<b>ITEM of Works</b>	<b>Tender Cost including Service Charge (Amount in Rs.)</b>	<b>EMD / BID Security Amount (In Rs.)</b>	<b>PBG Amount (In Rs.)</b>	<b>Tender Paper Cost (In Rs.)</b>
Hiring of splicing machine & measuring instruments, skilled/unskilled worker and vehicle for provision of FTTH connections in Cuttack SSA	12.65 Lakhs	Rs. 25,300.00	Rs. 63,250.00	590.00

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.

**Issue of work order:-** AGMs/SDOPs/SDOTs/JTOs will issue the work order or any other officer as decided by the head of SSA for all the above works on monthly basis and the same should be completed strictly as per their instructions.

**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 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.

(i) Vendor will submit the bills in duplicate

(ii) Proof of GST paid challan

(iii) While raising invoice, vendor/bidder is to mentioned BSNL GSTIN number invariable in bills.

(iv) Bidder/vendor have to upload GSTR1 against BSNL GSTIN.

(v) GSTIN return to be filled as per schedule GST provisions.

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 sum total of all items. It is intended to award the work to two bidders.

(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.**)

The L-1 bidder will be allotted 60% of the quantity tendered at the approved rate, L-2 bidder 40%. The L2 bidder will be offered the L1 rate for acceptance.

If L-2 bidder does not accept the L-1 approved rate, it will be offered to next higher bidder L3 and soon. If no bidder agrees for L1 rate full quantity will be ordered to L-1 bidder.

If more than one bidder are found to be L1 bidders then work will be ordered in equal proportion to all the bidders.

**3.0 Period of Contract:**

Initially period of contract will be for **1 year**. Based on the field performance certificate validity of contract can be extended for a further period of up to maximum 6 months with an additional increase of maximum 25 % of the estimated cost.

**4.0** Amendments/Modifications to bid documents if any will be hosted on our website <https://etenders.gov.in/eprocure/app> 10 days prior to the date of bid opening

Read, understood , complied & agreed

Signature & seal of bidder with Date

## SECTION – III SCOPE OF WORK

### 1.0 INTRODUCTION:

1.1 Through this Tender, BSNL shall finalize the Bidders to supply splicing machine, measuring instruments- OTDR & Power Meter, Skilled/Unskilled worker and vehicle to carry out OFC Splicing and allied works for FTTH provisioning and maintenance works in Cuttack city area. It is intended to engage two bidders to carry out the work for a period of one year. The following works are required to be done by the bidder.

1.1. Supplying of splicing machine with one set of measuring instruments viz OTDR & Optical Power meter

1.2. Supplying of skilled worker for splicing and allied works viz testing and internal wiring etc

1.3. Supplying of unskilled worker for assisting in splicing and allied works O/H erection viz testing and internal wiring etc

1.5. Supplying of one vehicle (Diesel Auto Rickshaw) with driver and diesel (for max 2000 KMs P.M.) for carrying men and materials to and fro the site for splicing and allied works.

### 2-BIDDER'S ROLE & RESPONSIBILITY:

2.1 Successful Bidder has to intimate his mobile no & mail id for communication.

2.2 All the three required tools viz OFC splicing machine, OTDR & Optical Power Meter are to be supplied by the successful bidder. The successful bidder must have at least one set of such tools in his own name, before execution of the agreement. Regular maintenance works of the splicing machine, measuring instruments and the vehicle will be carried out by the successful bidder. In case of failure of splicing machine/measuring instruments or the vehicle, the successful bidder will replace the same immediately.

2.3 2.4 The Successful Bidder shall comply with all applicable laws, byelaws, rules, regulations, orders, directions, notifications etc as per Law of the land and of Government/ court/ tribunals including all labour laws and minimum wages Act of Govt. of India.

2.4 ( A )In case of failure of the joint due to poor workmanship i.e. failure of joint without external damage, the approved vendor has to provide free service of splicing joint, for a period of six months from the date of execution of work .Such failures are to be attended within 24 hrs of intimation through SMS/mail/Whatsapp.. Else necessary penalty of 0.5 % of the agreed cost of hiring skilled manpower P.M. for splicing will be deducted per hour beyond 24 hours of intimation.

(B)In case of delayed service beyond 72 hrs of intimation, BSNL may carry out the splicing work and penalty equivalent to loss due to delay shall be recovered from the contractor from any amount due to him without prejudice to completion of work.

(C) All such penalty is subject to maximum of 10 (Ten) 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, Cuttack will be final in this regard.

### 3 BSNL's Role & Responsibilities:

3.1 BSNL shall allot 2/4/6/12/24 fiber ,ONTs Termination / joint box, splitter, patch cards and its standard accessories to the Bidder on need basis as per requirement of the FTTH provision.

3.2 BSNL shall provide backbone connectivity point such as underground OFC joint point from where 2/4 / 24 fiber has to be spliced.

3.3 BSNL shall provide the necessary guidance and supervision while jointing with the main underground OFC.

### SCHEDULE OF SERVICE REQUIREMENTS ARE AS FOLLOWS

The rate shall be quoted by the bidder on percentage below par or above the scheduled rate.

#### Labour and hiring of Machinery & Vehicle Charges:-

SI No	Work Component	UNIT
1	Hiring charges of Splicing machine and measuring Instruments- OTDR and Power Meter	Per month
2	Manpower charges for supplying one skilled worker for splicing & allied works	Per month
3	Manpower charges for supplying one unskilled worker for assisting in splicing & allied works	Per month
4	Hiring charges of one Diesel Auto Rickshaw to and fro site for splicing and allied works (max up to 2000 KMs P.M.) (Including fuel and driver)	Per Month

Read, understood , complied & agreed

Signature & seal of bidder with Date

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

**1. TERMS:**

- 1(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, Cuttack.
- 1(b) "The Bidder" means the individual or firm who participates in this tender & submits its bid.
- 1(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.
- 1(d) "The Contract Price" means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.
- 1(e) "Site Engineer" means the concerned Sub-Divisional Officer (Phones) or Sub-Divisional Officer (Telegraphs).
- 1(f) "Engineer In-Charge" means the controlling DE/AGM of respective Site Engineer of this Telecom District who is designated as the "Engineer in-Charge" of respective "Site Engineer".
- 1(g) "ETS" means the Electronic Tendering System through the e-Tender Portal.
- 1(h) "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. SERVICES TO BE PROVIDED**

As per Section-III

**3. ELIGIBLE BIDDERS**

As per clause-5 of DNIT, Section-

(The individual/firm/company black listed by BSNL can not participate in the tender)

**4. 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.

**5. BID DOCUMENT**

Bid document includes the following Sections:

Sl. No	Description	SECTION NO.
1	NOTICE INVITING TENDER	I
2	TENDER DETAILS	II
3	SCOPE OF WORK & SCHEDULE OF SERVICE REQUIREMENTS	III
4	INSTRUCTIONS TO BIDDERS & CONDITIONS OF TENDER	IV
5	SPECIAL CONDITIONS OF THE CONTRACT	V
6	FINANCIAL BID	VI
7	CHECK LIST OF DOCUMENTS	VII
8	LIST OF ALL TYPE OF FORMATS	VIII

**6. CLARIFICATION ON BID DOCUMENTS**

- 6(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 7 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.
- 6(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 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.

Read, understood , complied & agreed

Signature & seal of bidder with Date



- 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 as per format at **Annexure-J of Section-VIII**.

### **8. AMENDMENT TO BID DOCUMENT**

- 8(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.
- 8(b). The amendments shall be notified in the E-Tender Portal and these amendments will be binding on them.
- 8(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.
- 8(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	Sri D. Nayak AGM (NW-PLG-CFA) O/o GMTD Cuttack Tel.No.0671-2304440, Mob.No. 9437960466 between 10:30 hrs to 17:00 hrs from 09.11.2021 to 02.12.2021
BSNL Contact-2	Shri K. Samal SDE (Planning) O/o GMTD BSNL Cuttack, Tel.No.0671-2304440, Mob.No.9437177066 between 10:30 hrs to 17:00 hrs from 09.11.2021 to 02.12.2021 email id :agmplgbsnlck@gmail.com

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

It is single stage and two bid system and the bid prepared by the bidder shall comprise Technical Bid and Financial Bid and should be prepared as per **Clause 15 of this Section**.

### **10. BID FORMS**

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

### **11. BID PRICE**

The bidder shall quote rates as per schedule given in **Section VI**.

### **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 in **Annexure C of section VIII** should be given along with bid document.

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

- a) The bidder must deposit the amount as Bid Security vide **Section –II**. The Bid Security shall be submitted in the form of Demand Draft purchased after the date of NIT. The bid security/EMD shall be in the form of crossed DD of amount as stated in **Section II** from any Nationalized / Scheduled bank drawn in favour of AO (Cash), O/o GMTD BSNL Cuttack payable at Cuttack. The payment can also be made through online banking/RTGS/NEFT, as **per clause 2(a) of Section-I**
- (b) The successful bidder's bid security will be released only on receipt of their LOI, furnishing required performance bank guarantee/FDR and signing the agreement.
- (c) The Bid security of unsuccessful bidder will be discharged / returned as early as possible within 30 days time of the finalization of the tender or expiry of bid validity period.
- (d) **A BID WITHOUT BID SECURITY SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY AT THE OPENING STAGE ITSELF.**
- (e) **The MSME bidders are exempted from payment of bid security**

Read, understood , complied & agreed

Signature & seal of bidder with Date

- i) A proof regarding valid registration with body specified with ministry of MSME like DIC, NSIC, KVIC etc for the tendered items will have to be attached alongwith the bid.
- ii) The enlistment certificate issued by MSME bodies should be valid on the date of opening of tender.

### **B.FORFEITURE OF BID SECURITY/EMD**

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

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

### **14. FORMAT AND SIGNING OF BID**

- 14.1. The bidder shall submit his bid, online (in case of e-tendering) & through sealed envelopes physically (in case of tenders with manual bidding process), complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature (in case of e-tendering) & by hand signatures (for manual bidding process), by the authorized person. **The letter of authorization shall be indicated by written power-of-attorney (original) accompanying the bid.**

**Note:-**The Purchaser may ask the bidder(s) to supply, besides original bid, additional copy of bids as required by him.

- 14.2. 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 person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

#### **14.3 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.

### **15. PREPARATION & SUBMISSION OF BIDS**

#### **I) Contents of the Bid:**

The bid contains three parts –

**Part A:** The First Part (Envelope) should contain

- I. Crossed DD towards EMD/ Bid Security as per **Clause 2(a) of Section – and Section II**
- II. Crossed DD towards cost of tender document as per NIT.
- III. Power of attorney in original (If applicable) .

Note:

- i. This Envelope containing the original DDs (For EMD & Cost of tender paper) and original Power of Attorney (if applicable) with superscription “Tender for hiring of splicing machine & measuring instruments, skilled/unskilled worker and vehicle for provision of FTTH connections in Cuttack SSA, NIT No. PLG/FTTH Provision/2021-22 dtd. 08.11.2021, addressed to AGM (NW-PLG-CFA) O/o GMTD, Cuttack should reach, Doorsanchar Bhawan, 1<sup>st</sup> Floor Room No-208, O/o G.M.T.D, Cuttack Link Road, Cuttack-753012 by Registered/ Speed Post or by dropping in the Tender Box available in the Room No. 208 of above address.
- ii. The scanned copies of the crossed DD towards BID security (EMD), crossed DD towards cost of bid document & Power of attorney (If applicable) have to be uploaded in the e-Tender Portal of M/s ITI along with the particulars of DD.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- iii. In case the payment of tender document fee & EMD is made through e-payment, have to be uploaded in the e-tender portals.
- iv. Scanned copies of MSME registration as per para 13(c) have to be uploaded on the e-tender portal

**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. Financial bid should not be submitted along with part A and Part B.

## **II. SUBMISSION OF BIDS:**

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

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

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

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

- 17(a). Financial bids & Technical bids shall be submitted by the bidder at the same time. The bids will be opened in two stages. The Tendering Authority will open the technical bids in the presence of bidders or their authorized representatives on the due date as noted in NIT. 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.
- 17(b). The bidder or his representative, who is present, shall sign in tender opening register
- 17(c). The date fixed for opening of bids, if subsequently declared as holiday by BSNL, the revised date of schedule will be notified in the e-Tender Portal. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.
- 17(d). Technical bids will be evaluated by the Tendering Authority and after completion of the technical Evaluation; the eligible bidders list for the financial bid opening will be made available in the e-Tender Portal.
- 17(e). Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.

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

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at "Room-208, 1<sup>st</sup> Floor, Door Sanchar Bhawan, Link Road, Cuttack-753012", where BSNL's Tender Opening Officers would be conducting through online e-Tender as noted in NIT. If due to administrative reasons, the date and venue of e Bid opening is changed, same will be displayed prominently in the notice board of the e-Tender Portal.

## **19. PRELIMINARY EVALUATION**

- 19(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.
- 19(b). Prior to the detailed evaluation, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents.
- 19(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.
- 19(d). A bid, determined as substantially non-responsive will be rejected by the Tendering authority and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity. The tendering authority shall not be bound to show the reasons/causes of rejection of the bid.

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19(e). The Tendering authority may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

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

- 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 financial bid and L1 will be evaluated considering only the substantially responsive bids.
- The evaluation and comparison of substantially responsive bids shall be done on the basis of gross total of all items
- Tendering authority may negotiate with L1 bidder only or can make counter offer of the same L1 negotiated price to other successful bidder(s) to award the whole work to two bidders for a period of one year. If there are more than one L1 bidder, the work will be awarded in equal proportion to all L1 bidders. However, BSNL reserves the right to award the work to multiple bidders as per the norms given below

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)				
	L1	L2	L3	L4	L5 and so on
One bidder	100	NIL	NIL	NIL	NIL
Two bidders	60 %	40%	NIL	NIL	NIL
Three bidders	50%	30%	20%	NIL	NIL
Four bidders	40%	30%	20%	10%	NIL
More than four bidders	NIL	In the inverse ratio of their evaluated quoted prices			

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

- 21(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.
- 21(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.

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

- 22(a) The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable subject to fulfillment of all required labour laws and rules as applicable from time to time. Tendering authority shall consider placement of letter of intent to those bidders whose offers have been found *technically, commercially and financially* acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security in conformity with **Section 22(d)** of this Section. The tendering authority shall have the right to keep more than one contractor.
- 22(b) The work against the tender **is for one year's** requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between the BSNL and the Contractor.
- 22(c) The rates agreed upon shall be valid for a period of one year from the date of signing of agreement. The agreement will be normally for one year and can be extended on same approved rates and same terms & conditions for maximum another one year.
- 22(d) **Performance Security Deposit (PSD):** The Bidders shall furnish Performance Security Deposit in the format at **Annexure – F of Section VIII** for an amount of 5% of the estimated cost of the tender, in the form of Bank Guarantee/Fixed Deposit Receipt from a Nationalized/ scheduled Bank for a period of **2 & ½ years** in favour of A.O. (Cash), BSNL, O/o G.M.T.D., Cuttack payable at Cuttack as awarded by the GMTD, Cuttak. 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.
- 22(e) **The Performance Security Deposit may be forfeited in part/ whole in case of:**
- The successful L-1 bidder does not execute agreement as per tender condition or unsatisfactory service by the contractor.
  - Theft or misappropriation of articles of BSNL by the employees of contractor.

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- iii. Damage caused to the BSNL's assets and damage / loss to store issued to any employee(s) of the contractor.
- iv. Withdrawal of the successful tenderer from the contract before its expiry without giving proper notice as specified in the tender terms and conditions of this tender document.

**23. 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 14 (Fourteen) days from the date of receipt of LOI from 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) shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

**24. PREPARATION & SUBMISSION OF BILL**

On completion of each month, subject to satisfactory completion of the work awarded, the contractor shall submit the bill in triplicate through the concerned Sub-Divisional Officer by 15th of the following month. It shall be responsibility of the controlling officer to ensure that all the requirements are fulfilled at the time of certifying the bill. The countersigning authority shall check that all the documents as mentioned below are invariably attached to the bill before countersigning. Otherwise the bills will not be forwarded to this office. The bill should invariably accompany the following.

- i. Copy of attendance sheet for the month for which the bill is claimed.
- ii. Copy of the muster roll indicating receipt of wages by each worker duly countersigned by the controlling officer of having disbursed the said amount in his presence/e-payment for the month for which the bill is claimed/the amount has been paid through the workers Bank Account.
- iii. E-payment receipt from bank/Certificate from Contractor that payment of wages was debited from his (contractor's) account on \_\_\_\_\_ (date).
- iv. A list of workers engaged against the work order each month.
- v. The payment of GST should be uploaded in the GSTIN Portal as per Govt. Norms.
- vi. The copy of receipt/challan towards payment of EPF, ESI etc along with list of workers indicating the EPF/ ESI code, amount etc against each unskilled labourer(beneficiary), for the previous month.
- vii. Copy of the Work Order issued by concerned SDO.
- viii. List of labours along with bank A/c No., EPF A/c No. ESI A/c No
- ix. The details of work performed in quantity in the units/sub units to be recorded in a register by concerned JTO/SDO. The same copy duly countersigned by concerned AGM, to be submitted alongwith bill.
- x. Payment shall be made on receipt of material in good condition, Pre-receipted bills in duplicate, with delivery challan acknowledged by consignee, should be enclosed with the bill along with declaration of payment of GST amount paid and bills should be raised against BSNL GST in number.
- xi. Xerox copy of log book of vehicle duly signed by the site incharge and counter signed by concerned Engineer In charge DE / AGM / CAO

The passing authority will also ensure proper checking of above items before sanction.

**25. (A) 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.

**25 (B) 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.

- 26. The BSNL reserves the right to award work to more than one contractor in exigency of service. However, the quantity of work may vary on contractor to contractor at any given point of time.

**27. Termination of Contract by BSNL**

- a. The GMTD, Cuttack 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 **two months** notice in writing to the service provider if the contractor fails to provide unskilled labourers 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.

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Signature & seal of bidder with Date

- 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 **two months** notice in writing without assigning any reason and without incurring any financial liability whatsoever to the service provider.
- f. The GMTD, Cuttack 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 for 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. In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work/operations concerned to the respective SDOs/SDEs or as directed by BSNL authority.
- h. 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.

## 28. Penalty Clause:

- a) In case of failure to provide any hiring item of machinery /men / vehicle exceeding 3 days from the date of requisition, a penalty of 3% of the monthly charge per day of delay will be levied and deducted from the bill.
- b) The contractor should pay the wages to the labor/splicer on or before 10th of the subsequent month whether the payment is made by BSNL or not. If the contractor fails to provide machinery men and vehicle for a period of 3 months in total during a year, action may be initiated to forfeit the security deposit and award of the tender may be cancelled.
- c) The total penalty during a month on the above accounts will not exceed 75% of the monthly billed amount.
- d) The bills should be submitted within 10<sup>th</sup> of every month. **For delay of 1 week, 0.2% of total value of billed amount** will be deducted from the bill; **for delay of one month, 5% of total value of billed amount** will be deducted.
- e) However the PGM of the district reserves the right to grant any relief of the penalty considering the circumstances on the appeal made by the contractor.
- b. The contractor has to ensure specified quality and brand. The contractor has to get the sample tested before commencement of work/supply.
- c. Before giving delivery, the bidder shall offer a sample for sample testing. Only accepted item shall be delivered by the bidder 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.**
- d. In case of delay delivery, penalty will be imposed as decided by GMTD, Cuttack.
- c. In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty up to Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed.
- d. The penalty for absence during extra Hour duty will be Rs.150 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.100per hour of absence.
- e. In case of non-availability of vehicles for any particular day penalty of Rs.500/- per day shall be imposed in addition to deduction of hire charges on pro-rata basis for the period.
- f. If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of GMTD, cuttack would be final.
- g. **Replacement of vehicle due to any reason should satisfy all tender conditions like paper documents and license, Tax, Model, Registration, commercial etc.**

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- h. Service provider should not refuse to provide vehicles against BSNL's requirement and on each refusal penalty as given at item (iii) above will be deducted from the running bills besides any other action which may even lead to termination of contract.

## **29. 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 contract arising out of the resultant non-execution of work.

### **29.1. 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 / Sr 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.

### **30. RIGHT TO VARY QUANTITIES**

BSNL will have the right to increase or decrease up to 25% of estimated cost without any change in the service charge rate or other terms and conditions at the time of award of the contract. As a result the estimated cost will also be changed.

### **31. ANNULMENT OF AWARDS**

Failure of the successful bidder to comply with the requirement of Clause-22 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event tendering authority may make the award to any other bidder at the discretion of tendering authority or call for new bids.

### **32. PERIOD OF VALIDITY OF BIDS**

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

### **33. 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.

### **34. Force Majeure:**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after

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

### **35. Arbitration:**

- In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the CHIEF GENERAL MANAGER Telecom BSNL, Orissa 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, Orissa Circle Bhubaneswar or by whatever designation such officers may be called. The award of the arbitrator shall be final and binding on the parties.
- The venue of the arbitration proceeding shall be the O/O the Chief General Manager BSNL Orissa Circle Bhubaneswar or such other places as the arbitrator may decide. The following procedure shall be followed.
- In case parties are unable to reach a settlement by themselves, the dispute should be submitted for arbitration in accordance with contract agreement.
- There should not be a joint submission with contractor to the sole arbitrator.
- Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- The onus of establishment his claims will be left to the contractor.
- Once a claim has been included in the submission by the contractor, a modification thereof will be opposed.
- The “point of defense” will be based on actual conditions of the contract.
- 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 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.
- 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.
- 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.

### **37. REJECTION OF BID**

The bid will be rejected in case of :-

- i. Non-submission of required documents as per Section VIII.
- ii. Bid quoted with conditional rates.
- iii. Non-submission of bid security
- iv. Incomplete of bid
- v. Non-acceptance of correction of price

### **38. DEBARRING CONDITIONS**

- Sub-contracting of the work will debar and disqualify a successful bidder.
- BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
- The engagement of skilled/unskilled labours 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.
- BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient ground.

### **39. NEAR-RELATIONSHIP CERTIFICATE**

- 39.1. 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 Read, understood , complied & agreed

Signature & seal of bidder with Date



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.

39.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.

39.3 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).

39.4. The format of the certificate is given in Annexure-D of Section-VIII.

#### 40. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will ensure that all the documents and certificates, including experience/ performance and self certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action for rejection of tender/contract & forfeiture of EMD/Performance Security Deposit.

#### 41. COURT JURISDICTION

41.1 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.

41.2 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”.

#### **42. INTIMATION OF CORRECTIONS/MODIFICATIONS TO TENDER DOCUMENT**

The correction/modification, if any, in the tender document will be uploaded in the Website i.e. [www.orissa.bsnl.co.in/cuttack](http://www.orissa.bsnl.co.in/cuttack) and <https://eprocure.gov.in/cppp> as noted in NIT, 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.

#### **43. IMPORTANT INSTRUCTIONS**

a. The documents and certificates should be submitted online by uploading in the e-Tender portal as mentioned in **Sec-VIII**

b. The following documents in a separate envelope are to be submitted through Offline **as instructed in clause-15 Part-A of Section-V** in the tender box in the chamber of **AGM (NW-PLG-CFA) Room No-208, 1<sup>st</sup> Floor, Doorsanchar Bhawan, Cuttack-753012** or should reach him by Registered/ Speed Post before the closing time of closing date.

- i. Crossed DD towards the cost of tender paper
- ii. Crossed DD towards Bid Security / EMD
- iii. Original copy of Power of attorney ( If Applicable)

#### **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:

Read, understood , complied & agreed

Signature & seal of bidder with Date

ii. As part of the Electronic Encrypter 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 enhances 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.
- v. For further instructions, the vendor should visit the home -page of the e-Tender Portal <https://eprocure.gov.in/cppp>.

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

- vi. The following “**FOUR KEY INSTRUCTIONS FOR BIDDERS**” must be assiduously adhered to:
  1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
  2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
  3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
  4. Submit your bids well in advance of tender submission deadline on ETS. There could be last minute problems due to internet timeout, breakdown, et al. While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.
- vii. 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

Read, understood , complied & agreed

Signature & seal of bidder with Date

Vendors may contact the M/s ITI Limited Helpdesk personnel, for any type of assistance/help, which they may require while uploading the bids.

**44. OTHER CONDITIONS:**

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-V**SPECIAL CONDITIONS OF THE CONTRACT****I. FOR MAN POWER**

- a. The contractor shall not assign or sublet the work to any other person or agency without the prior written approval of GMTD, Cuttack.
- b. For any attempt or negotiations directly on the part of the tenderer with the authority to whom he has submitted the tender to influence the BSNL by any means, the acceptance of the tender will be liable for exclusion from consideration.
- c. All materials supplied to the tenderer will always be the sole property of the BSNL even when they are under the safe custody of the tenderer. Any damage or loss is to be made good by the Contractor on actual cost basis.
- d. The BSNL for execution of contract works will supply no manpower. The tenderer should make his own arrangements for the workmen required upto maximum permitted limit against each cluster in number on any working day during each month as per actual requirement by concerned site engineer for execution of contracted work.
- e. The successful tenderer should make his own arrangements to execute the work without interruption on any account.
- f. The BSNL is not liable to pay for additional works carried out without prior sanction of GMTD, Cuttack. The BSNL will not be liable for any additional works, which have not been provided for in the work order or estimate but carried out by the contractor without prior written sanction of the GMTD, Cuttack.
- g. The BSNL will pay no advance of any kind.
- h. The GMTD, Cuttack reserves the right to impose any other conditions, if necessary, at any time during the validity period of the tender.
- i. If the contractor fails to carry out work with the expected speed and standard, the contract will be terminated & no work will be awarded.
- j. While carrying out work for any existing exchanges within concerned cluster, the contractor should ensure least interruption to the working equipment and GMTD, Cuttack is empowered to cancel the tender or impose any penalty including forfeiture of performance security deposit of the contractor for not following the tender's terms-conditions at any time.
- k. All the amenities to the unskilled labourers such as drinking water, washing facilities etc. should be provided by the contractor at his own cost at the work spot as required under Contract Labour (R&A) Act, 1970.
- l. The contractor should take responsibility for safety of all his unskilled workers and the BSNL will not be held responsible for anything during the execution of any kind of contract work.
- m. The tenderer will claim charges only for the quantum of unskilled labourers engaged as permitted through this tender and payment will be made to the contractor's bank account through ERP system
- n. The person/persons deputed for the execution of job should have minimum working knowledge in the respective field and should have good conduct and behaviors. If any irregularity is noticed by supervisor or any representatives of BSNL (SDOs/SDEs), the contractor is liable to withdraw such person(s).
- o. **Time Limit for Unforeseen Claim:-** Under no circumstances whatsoever shall any claim for any compensation from the BSNL on any account be considered unless the contractor submit the claim in writing within one month from the date of the final payment of the bill for the works concerned.
- p. **Compensation under the Workmen's Compensation Act:** -The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act, 1923 and 1992 for injuries caused to any workman. If such compensation is paid by the BSNL as principal employer under Section (I) of the Section 12 of the said Act, such compensation will be recovered from the security deposit or from any pending bill due from the BSNL of the contractor on any account or otherwise.
- q. **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 the life of all his unskilled labourers and property of BSNL and of the public from damage or losses resulting from his construction/operations and shall minimize the disturbance and inconvenience to the public.
- r. **Matters to be settled by Arbitration:** -Any question of difference or objections, whatsoever if arises in any way in connection with carrying the contract, the same shall be referred for arbitration to the CGMT, Orissa Telecom Circle, Bhubaneswar or his nominee for arbitration and the decision of the arbitrator will be final.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- s. The tender with abnormal high/low rates are liable for rejection as per decision of BSNL authority.
- t. BSNL will not be responsible for any loss incurred by the contractor in carrying out the contract work.
- u. Taxes will be recovered as per BSNL rules as applicable from time to time.
- v. The Contractor will not claim any permanent absorption of workers to be engaged by him for executing the works for this telecom district.
- w. The EMD of the successful tenderer shall be refunded without interest after completion of execution of agreement on deposit of Performance Security Deposit in case the tender(s) is finalized or within a month if the tender will be cancelled.
- x. The General Manager Telecom District, BSNL, Cuttack reserves the right to go for more than one contractor in order to meet the time schedule for completion of works or otherwise for a specified category of work as deemed fit in the interest of the BSNL, Cuttack. His decision in this respect will be final and binding on all concerned.
- y. In case the approved bidder fails to execute the work at any stage of the contract, the approved bidder of the other cluster in the SSA may be asked to complete the work in the same rate as per the discretion and decision of GMTD, Cuttack till finalization of a new tender. However, the Performance Security Deposit of the defaulted contractor will be forfeited and he may be black listed.
- z. The successful bidder must follow all the labour laws including Minimum wages Act-1948, ESI Act-1948 and EPF & MISC provisions Act-1952.

## II. FOR HIRING OF VEHICLE (DIESEL AUTO)

1. **Service to be provided** is to supply one diesel Auto with licensed drivers, registered as commercial vehicles on hiring basis for running within the jurisdiction of CUTTACK City under .G.M.T.D. Cuttack as and when required. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service. The contractor (Employer) must pay to the Auto driver employed by him for each and every commercial vehicle on applicable daily minimum wages rates for drivers as circulated from time to time by Dy. CLC (Central), Bhubaneswar so as to ensure the compliance of minimum wages Act – 1948.
2. **Duty Hours of** vehicles are normally for eight hours per day on all working days of month excluding Sunday and National Holidays or as per actual requirement within the prescribed limit fixed. However actual duty hours shall be specified by actual users of vehicle. In case of emergency the vehicle can be utilized in Sundays and National Holidays, with prior approval of GMTD, Cuttack. The vehicle owner is not allowed to use the vehicle for any other commercial purpose after duty hours. If vehicle used for any unlawful purpose the vehicle supplier will be responsible for the consequence.
3. **Notice period for supply of vehicles** shall be one day in advance for Regular requirements. One hour in advance for additional requirement during office hours. Telephonic intimation shall be considered as notice. Vehicle allotted to one unit/station can be changed and will be allotted to other unit/section within the Telecom. District depending upon the requirement. Notice for change of station / unit will be given at least one day in advance and will be effective from first day of the following month.
4. **Reporting Place for vehicles** is within the jurisdiction of CUTTTACK City under GMTD, Cuttack. Actual place of reporting shall be specified by users of vehicles.
5. **Counting of Distance** will be from the starting **point** of the user and closing at the point wherever user completes his / her travel. The distance covered per day between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.
6. **Accuracy of Meters** will be checked periodically by any authorized officer of BSNL and GMTD, cuttack reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by BSNL, which may even lead to termination of Contract.
9. **Miscellaneous Conditions:-** Service Provider should comply with the following:
  - (i) **Telephones-** Telephones, where requisition of vehicles can be conveyed all the 24 hrs. Telephone Numbers must be specified in the bid.
  - (ii) **Identity Cards-** Proper Identity Cards after verifying the antecedents of his drivers' through Local Govt. offices

Read, understood , complied & agreed

Signature & seal of bidder with Date

- (iii) **Documents of vehicles-** The attested/self attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorised person of the BSNL and will be subject to scrutiny with originals.. All the commercial vehicles should be insured.
- (iv) **Uniforms-** provide his employees uniforms as required under the rules which shall be worn by them all the time while on duty.
- (v) **Statutory Requirements-** It is desirable to have the Registration with EPF, ESI Code but if any of the one or two as above is not available with the bidder then the self certificate with reasons for their non-applicability should be submitted by the concerned bidder along with the technical bid. However, the submission of copy of valid labour registration certificate or valid labour license certificate alongwith the technical bid by the concerned bidder is a statutory requirement. If not applicable , undertaking to this effect must be submitted.
- (vi) **Govt.Tax / Levy / Duty** other than Service Tax for the vehicles will be borne by the Service Provider.
- (vii) **Parking / Toll Charges**, if any, may be claimed by Producing valid parking / Toll slips.
- (viii) **Drivers** attested/self attested copy of driving license (light motor vehicle )should be submitted during the contractual period.
- (ix) **Consumables** like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.
- (x) **Assign** driving to only qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials and store items.
- (xi) **Duty Slips** in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of BSNL (**Annexure - O** ) and should ensure that at the end of duty; the duty slips are completed and signed by the users.
- (xii) **Vehicles Up-keep** shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by a pre-designated committee of BSNL officers with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.
- (xiii) **Multi-utility Purpose-** If the department wants to take some stores to be transported, those stores to be transported by MUV.
- (xiv) Unused KMs if any during a particular month will be carried over to the subsequent two months and will be adjusted against any extra KMs if performed over and above the fixed ceiling limit for the vehicle allotted to the site In charge.

Read, understood , complied & agreed

Signature & seal of bidder with Date

**SECTION-VI**  
**FINANCIAL BID**

**RATE SHEET (TO BE QUOTED BY BIDDERS)**

**Labour and hiring of Machinery & Vehicle Charges**

Sl No	Work Component	UNIT	Unit quoted rate in Rupees	
			In figure	In words
1	Hiring charges of Splicing machine and measuring Instruments- OTDR and Power Meter	Per Month		
2	Manpower charges for supplying one skilled worker for splicing & allied works including service charge	Per month		
3	Manpower charges for supplying one unskilled worker for assisting in splicing & allied works including service charge	Per month		
4	Hiring charges of one Diesel Auto to and fro site for spicing and allied works (max up to 2000 KMs) including driver & diesel.	Per Month		

**NOT QUOTED HERE**

Note:-

- 1. Incomplete financial bid in excel forma will be treated as 'rejection'. Incomplete implies, none quoting of the rates (i.e. No blank is allowed).**
- 3. Rate should be exclusive of GST but inclusive of all other charges/any govt. levies**
- 4. L1 will be the lowest total of items.**

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

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

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

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

**SECTION-VII**  
**CHECK LIST OF DOCUMENTS**

The following documents (scanned copy) are required to be submitted through e-Tender Portal

Sl No.	Description	Reference	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
			Y	N	NA
1	Scanned copies of all pages of Tender document signed by the tenderer or Authorised Person on all pages along with seal	<b>Whole Tender Document</b>			
2	Self attested of Registration of firm/company (if applicable)				
3	Self-Attested Photo copy of PAN Card and upto date IT return				
4	Valid GSTIN registration & Proof of latest return of GSTR-1				
5	Self-Attested Photo copy of Experience Certificate as per NIT.				
6	Self Attested Photo copy of DD/ the receipt of online banking/RTGS/NEFT towards cost of Tender Paper				
7	Self attested Photo copy of DD/ the receipt of online banking/RTGS/NEFT towards cost of EMD/Bid Security				
8	Self-Attested Photo Copy of valid EPF registration certificate.				
9	Self-Attested Photo copy of valid ESI Registration Certificate.				
10	Self-Attested Photo Copy of the upto date payment challan for EPF and ESI				
11	Self-Attested Photo copy of valid Labour license issued by Central Labour Commissioner				
12	Documentary proof of splicing machine, OTDR and power meter				
13	No near relative certificate duly filled in and signed	<b>Section-VIII Annexure-D</b>			
14	Scanned copy of Letter of Authorization to Tender Opening Event (TOE)	<b>Section-VIII Annexure-G</b>			
15	Tenderer's profile duly filled in	<b>Section-VIII Annexure-H</b>			
16	Self-Attested Photo copy of "Power of Attorney" as per clause 14.3 of Section-IV				
17	Self attested copy of memorandum article/ partnership deed/affidavit/proprietorship (which is applicable).				

**Cont.**

Read, understood , complied & agreed

Signature & seal of bidder with Date



Sl No.	Description	Reference	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
			Y	N	NA
18	Declaration of Non - tampering of tender document duly filled and signed.	Section-VIII Annexure-B			
19	Declaration for Downloading the tender Document duly filled and signed.	Section-VIII Annexure-E			
20	Bid form duly filled and signed	Section-VIII Annexure-I			
21	Clause by clause compliance duly filled and signed	Section-VIII Annexure-C			
22	Check list duly filled in	Section-VII			
23	Undertaking regarding genuineness of the documents/information duly filled and signed	Section-VIII Annexure-J			
24	Master Vendor Form (in case of new bidder)	Section-VIII Annexure-K			
25	Creation of customer ID	Section-VIII Annexure-L			
26	Instructions to bidders in pursuant Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security				

- Note:-** 1 All corrections and overwriting must be signed with date by the tenderer or his authorized representative.  
2. The bidder has also to ensure if he has filled the quoted price for, in excel format in the appropriate place of the e-tender portal.

Read, understood , complied & agreed

Signature & seal of bidder with Date

**SECTION-VIII****LIST OF ALL TYPE OF 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: TENDERER'S PROFILE
9	ANNEXURE-I: BID FORM
10	ANNEXURE-J: UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED
11	ANNEXURE-K: VENDOR MASTER FORM
12	ANNEXURE-L:- CREATION OF CUSTOMER ID

Read, understood , complied & agreed

Signature & seal of bidder with Date

**ANNEXURE-A****AGREEMENT (Sample Format)**

An agreement made this ..... between Pr. GMTD, Cuttack 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: E-tender document for hiring of splicing machine & measuring instruments, skilled/unskilled worker and vehicle for provision of FTTH connections in Cuttack SSA. Details of Scope, Specification and Job Description are as per the details given 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 Orissa Telecom Circle.
4. In consideration of the due provisions, execution and completion of the said works, the BSNL hereby agrees with the Contractor that the BSNL will pay to the Contractor the respective amounts for the 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 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:-
  - a. 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:

1. Signature:

Name /Address-

Name /Address  
Designation

Read, understood , complied & agreed

Signature & seal of bidder with Date

**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 <https://eprocure.gov.in/cppp> 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: \_\_\_\_\_

Read, understood , complied & agreed

Signature & seal of bidder with Date

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 \_\_\_\_\_

Read, understood , complied & agreed

Signature & seal of bidder with Date

**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:

Read, understood , complied & agreed

Signature & seal of bidder with Date

**ANNEXURE-E****Declaration for Downloading the tender Document.**

I \_\_\_\_\_ (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website <http://www.odisha.bsnl.co.in> or <https://eprocure.gov.in/cppp> 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)

Read, understood, complied & agreed

Signature & seal of bidder with Date

**ANNEXURE-F****Proforma for Performance Bank Guarantee**

(To be typed on Rs.100/- non-judicial stamp paper &amp; for the period 2 &amp; 1/2 years)

Dated:.....

**Sub: Performance guarantee.**

Whereas DGM (Rural, Plg & Trans) Cuttack, 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 (NW-OP-CFA)Rural, O/o GMTD, BSNL Cuttack of Rs. ..../- (hereafter referred to as "P.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 forbear 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.

Read, understood , complied &amp; agreed

Signature &amp; seal of bidder with 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 .....

Read, understood , complied & agreed

Signature & seal of bidder with Date

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

To

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

Sub: Authorization for attending bid opening on \_\_\_\_\_ (date) in the E-tender document for hiring of splicing machine & measuring instruments, skilled/unskilled worker and vehicle for provision of FTTH connections in Cuttack SSA.

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

Order of Preference	Name	Specimen Signature
I		
II		

Alternate Representative

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

Note:

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

Read, understood , complied &amp; agreed

Signature &amp; seal of bidder with Date

**ANNEXURE-H****TENDERER'S PROFILE**

Passport Photograph of bidder/firm proprietor/ authorised signatory
--

**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 bank, its address and his current account number .....
9. Permanent Income Tax number, Income Tax Circle .....
10. Infrastructure capabilities.
11. Details of Technical and supervisory staff:
12. GSTIN No.
13. EPF Code No.
14. 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**

Read, understood , complied & agreed

Signature & seal of bidder with Date

**ANNEXURE-I**  
**BID FORM**

To

The General Manager  
Telecom District, Cuttack-12

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda No. .... the receipt of which is hereby duly acknowledged, we, the undersigned, offer to hiring of splicing machine & measuring instruments, skilled/unskilled worker and vehicle for provision of FTTH connections in Cuttack SSA in conformity with said conditions of contract and specifications as may be ascertained in accordance with the prices attached herewith and made part of this bid.
2. We undertake, if our bid is accepted, we will execute the work in accordance with specification, time limits & terms and conditions stipulated in the tender document.
3. If our bid is accepted, we will provide you with a performance guarantee from a nationalized/scheduled bank for a sum @ 5% of the contract value for the due performance of the contract.
4. We agree to abide by this bid for a period of 150 days from the date fixed for bid opening (Qualifying bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until a formal agreement is prepared 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 <https://etenders.gov.in/eprocure/app L>. Any deviation will result in the rejection of the bid.

Dated this ..... day of ..... (the year)

Signature of authorised signatory .....

In capacity of .....

Read, understood , complied & agreed

Signature & seal of bidder with Date

**ANNEXURE-J****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 (E-tender document for hiring of splicing machine & measuring instruments, skilled/unskilled worker and vehicle for provision of FTTH connections in Cuttack SSA.) are true and are exact copies of the original documents/certificates are available with me.

I further undertake that if at any time any information furnished in the documents / certificates submitted by me are found to be false, BSNL will have every right to take suitable action against me including forfeiture of my EMD/ Performance Security Deposit, termination of my contact agreement and/or black-listing of my contract as deemed fit.

Place: Signature of tenderer /Authorised signatory

Date: Name & Seal of the tenderer

Read, understood , complied & agreed

Signature & seal of bidder with Date



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 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 :

Read, understood , complied & agreed

Signature & seal of bidder with Date

**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)

(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 here authorize BSNL to redcut bank charge applicable for such direct bank payments.

- Note:
- If PAN is not provided, TDS @ 20% will be deducted whenever applicable
  - If Excise Registration/GST 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 Authorised 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

Read, understood , complied & agreed

Signature & seal of bidder with Date

## 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	

Read, understood , complied & agreed

Signature & seal of bidder with Date



**SECTION-IX**

**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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- 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.**

Read, understood , complied & agreed

Signature & seal of bidder with Date

### Appendix of Section X

#### 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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- (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%.

Read, understood , complied & agreed

Signature & seal of bidder with Date

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

Date:.....

\_\_\_\_\_ 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:

Read, understood , complied & agreed

Signature & seal of bidder with Date

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, understood , complied & agreed

Signature & seal of bidder with Date

**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 , complied & agreed

Signature & seal of bidder with Date