



BHARAT SANCHAR NIGAM LTD.

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

**OFFICE OF THE GENERAL MANAGER, BSNL, BUSINESS AREA
CUTTACK-753012**

LIMITED T E N D E R

FOR PROVIDING STATE PRIVATE SECURITY

IN CUTTACK SSA

No. G-218(LIMITED TENDER)/2020-21/01

Date. 22 .11.2021

PRICE Rs.590/-

Read & understood
Sign & seal of bidder

SECTION-1
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
OFFICE OF THE GENERAL MANAGER BSNL, BUSINESS AREA, CUTTACK-753012

No. G-218(Limited Tender)/2020-21/02

Dated 22 .11.2021

NOTICE INVITING TENDER (LIMITED)

- 1 Sealed (PVC tape/Wax) tenders are invited on behalf of Bharat Sanchar Nigam Limited by the General Manager BSNL,Business Area,Cuttack from registered and experienced firms for supply of Sate private security guards in cuttack SSA.

Name of the work	Estimated cost (in Rs)	Bid security/ EMD deposit amount (Rs.)	Sale of Tender document	Last date & time of submission of tender	Date & time of opening
supply of Sate private security guards in cuttack SSA.	Rs.1,99,000/-	Rs.4000/-	From dt 29. 11.2021to 18 .12.2021 on all working days during office Hrs	Up to 13.30 hrs on date 20. 12.2021	At 15.00 hrs on date20 .12.2021

2 Purchase of Tender Document:

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

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

3. Eligibility Criteria: - The bidder should submit

a) Cost of tender paper and EMD:- as mentioned in the table above b) Self attested copy Firm Registration license granted by home department odisha if any c) Self attested copy of GSTIN Registration Certificate & latest return of GSTN, d) Self attested copy of PAN card with latest IT return, e) Certificate for no near relatives in BSNL/DOT/MTNL f) Self attested copy of Experience Certificate for supply of private security guards amounting Rs. 70,000/- minimum for last three financial years (2018-19, 2019-20 & 2020-21) and current year issued by any Telecom District of BSNL/MTNL/Central or State Govt. Office/Central ,State PSU & reputed private company certificate issued by DGM level officer or equivalent, g) Power of attorney in original (if applicable), h) Self attested copy of memorandum article/ partnership deed/affidavit/proprietorship (which is applicable), i) All pages to be signed

The documents as listed out in **Section-13** should be submitted along with tender paper. 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.

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4. Bid Security/EMD:

The bidder shall furnish the EMD (Bid Security) in shape of demand draft/banker cheque drawn in favor of A.O. (Cash), BSNL, O/o GM,BSNL,BA, Cuttack and payable at Cuttack

Note:- The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.

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

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

6. Place of opening of Tender bids: Room No.201 (A), O/o GM,BSNL,BUSINESS AREA,CUTTACK,

7. Rejection of tender:- Unsealed, Late receipt, incomplete, ambiguous and conditional tender will be rejected.

8. If the last date of tender paper receipt and opening of tender is declared a holiday or observed a BANDH due to any reason, the next working day as per schedule time will be treated as last date of receipt and open of the tender.

9. The GM,BSNL,BUSINESS AREA,CUTTACK, reserves the right to accept or reject any or all the tenders without assigning any reason what so ever and is not bound to accept the lowest tender.

AGM (HR&Admn)
O/o GM,BSNL,BUSINESS AREA,CUTTACK

Copy to:-

1. **Notice Board of the GM,BSNL,BUSINESS AREA,CUTTACK, / Telephone Bhawan, Cuttack**
2. **Bidders of having experience in supply of Private Security Guards**
3. **Office copy**

AGM (HR&Admn)
O/o GM,BSNL,BUSINESS AREA,CUTTACK

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SECTION- 2 (A)
Tender Information

1. **Type of tender- :** Single stage bidding & single envelope system.
In this system the envelope will contain all techno-commercial and financial bid document.
2. **Bid Validity Period:** - 90 days from date of opening the tender.
3. **Payment terms:** - As per clause 9 of Section-4.
4. **Issue of work order:** - AGM (HR&Admn), Cuttack. The work order will be issued by
AGM (HR&Admn), Cuttack or any other officer or this office decided by the head of SSA

SECTION-2 (B)

SCOPE, SPECIFICATION OF WORK & REQUIREMENT

1. Services to Provide

To provide security services to BSNL establishment/as per requirement of BSNL in addition to providing safety and security of the property within the specified boundary. The present requirement is 01 **number (Armed Guard)**.

- (C) Time of Execution: - The time execution will be as per the work order to be issued to the supplier by G.M. BSNL, Business Area, Cuttack.
- (D) Supervision of Work: - From the BSNL side, the Telecom. District Authority or any of his representative/representatives shall supervise the work.

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**REQUIREMENT
ANNEXURE-II**

**SCHEDULE OF
REQUIREMENT**

Sl. No.	Descriptions	No. of state private Security Guards
02	State private Security Guard(withARM)	01nos

Sl. No.	Place of Deployment	No. of Security Guard
1	Door Sanchar Bhawan Link Road,Cuttack(escorting cash)	01 with Arms

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SECTION-3 GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. DEFINITIONS

- a) **The Bidder**" means the individual or firm who participates in this tender and submits its bid.
- b) **"The Contract Price"** means the price payable to the service provider under the work order for the full and proper performance.
- e) **"Successful Bidder(s)"** means the bidder(s) who qualifies all eligible criteria & to whom work in this tender is awarded.
- (f) **"Customer ID" means :-** An ID to be created by each bidder at marketing section to enable to BSNL for receiving of tender document fee & EMD.

2. ELIGIBILITY CONDITIONS:

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

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

3. COST OF BIDDING

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

4. DOCUMENTS REQUIRED

- 4.1 The goods/jobs required to be supplied/executed; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.
- 4.2 The Bidder is expected to examine all instructions, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5. CLARIFICATION OF BID DOCUMENTS

- 5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the indenter in writing by FAX or by Email of the indenter as indicated in the invitation of Bid. The indenter shall respond in writing to any request for the clarification of the Bid Documents, which it receives **07 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by the indenter shall be sent to all the prospective bidders who have received the bid documents.
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6. AMENDMENT OF BID DOCUMENTS

- 6.1 The indenter may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 6.2 The amendments shall be notified/intimated to the bidder in writing by FAX or Email to all prospective bidders on the address intimated at the time of purchase of the bid document from the indenter and these amendments will be binding on them.

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- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the indenter may, at its discretion, extend the deadline for the submission of bids suitably.

7.0 DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall ensure availability of the following components:

- (a) **Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10.**
- (b) Bid Security furnished in accordance with clause 11.
- (c) A Bid form and price schedule completed in accordance with clause 8 & 9.

8.0 BID FORM

- 8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents.

9.0 BID PRICES

- 9.1 The bidder shall quote the rate as per price schedule (Section-14)

- 9.2 The bidder shall give the total price including GST

- 9.3 The price should be quoted in figures as well as in words

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.

- a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
- b) Power of Attorney as per clause 13.3 (a) and (d) and authorization for executing the power of Attorney as per clause 13.3 (b) or (c).
- c) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.

11.0 BID SECURITY / EMD

- 11.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1 (NIT).

- 11.2 The MSE bidders are exempted from payment of bid security:

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached alongwith the bid.
- b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- c) MSE unit is required to submit its monthly delivery schedule.
- d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

- 11.3 The bid security is required to protect the indenter against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 11.7.

- 11.4 A bid not secured in accordance with Para 11.1 & 11.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage

- 11.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser.

- 11.6 The successful bidder's bid security will be released only after submission of required performance bank guarantee and signing agreement.

- 11.7 The bid security may be forfeited:

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or

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b) In the case of successful bidder, if the bidder fails to sign the contract

12.0 PERIOD OF VALIDITY OF BIDS

- 12.1 Bid shall remain valid for period specified in clause 2 of Tender Information. A bid valid for a shorter period shall be rejected by the indenter being non-responsive.
- 12.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 11 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

13.0 FORMAT AND SIGNING OF BID

- 13.1. The bidder shall submit his bid through sealed envelopes physically, 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 by hand signatures by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

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

- 13.2. 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.

13.3 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.

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

14.0 SEALING AND MARKING & SUBMISSION OF BIDS

- 14.1 The bidder shall properly seal the envelope with wax or adhesive tape or cello tape but not with Gum. Bid shall be addressed to the following address
AGM (HR&Admn), O/o GM,BSNL,BUSINESS AREA,CUTTACK, Door Sanchar Bhawan, Link Road, Cuttack-753012
- 14.2 Bids delivered in person shall be dropped by that person in the tender box kept with **AGM (HR&Admn), O/o GM,BSNL,BUSINESS AREA,CUTTACK, Door Sanchar Bhawan, Link Road, Cuttack-753012** on or before the date and time specified in NIT. The intender shall not be responsible in any way about the bids that are delivered /dropped elsewhere and/or after the last date and time for receipt of bids.
- 14.3 The tender documents can be sent by Regd. Post/Courier/Person but should reach this office in time as specified in NIT. BSNL will not be responsible for any delay in postal transit/missing.
- 14.4 No bid shall be accepted if submitted after due date & time as mentioned in NIT.

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15.0 OPENING OF BIDS BY PURCHASER

- 15.1 Bids will be opened in due time and date as mentioned in the NIT.
- 15.2 The bidder/bidder representative, who are present in the bidding process shall sign in attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening.
- 15.3 A maximum of one representative of any bidder shall be authorized and permitted to attend the bid opening.

16. PRELIMINARY EVALUATION

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

17. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- a. The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
 - b. The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL, on the prices offered inclusive of duties and taxes (excluding CENVAT-able Duties & Taxes)
 - c. The evaluation and comparison of substantially responsive bids shall be done on the basis of lowest quoted composite rate.
 - d. BSNL reserves right to negotiate against the price quoted by the bidder.
- Tendering authority may negotiate with L1 bidder only or may make counter offer of the same L1 negotiated price to other successful bidder(s). However

18. ISSUE OF LETTER OF INTENT

- 18.1. The issue of LOI shall constitute the intention of the intender to enter into contract with the bidder.
- 18.2 The bidder shall within 14 days of issue of the LOI, give its acceptance along with performance security & agreement paper.

19. AWARDING/SIGNING OF CONTRACT & TENDER VALIDITY

- 19.1 The purchaser will award the contract to the lowest quoted bidder.
- 19.2 The issue of work order shall constitute the award of contract on the bidder.
- 19.3 The normal tender period is one year. In case of availability of estimated cost, the tender period can be extended further six months & it can be further extended another six months on mutual understanding with same terms and conditions.

20. ANNULMENT OF AWARD

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Failure of the successful bidder to comply with the requirement of clause 16 & 17 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the intender may make the award to any other bidder at the discretion of the purchaser or call for new bids.

20. REJECTION OF BIDS

- 20.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
- a) If it is not sealed as per clause 14
 - b) If it is not complied eligibility condition as per clause 2
 - c) If it is not complied clause 10 & 11

21. indenter's right to disqualify

Indenter reserves the right to disqualify the supplier for a suitable period (not less than two months & not more than six months) who habitually failed to supply the Guard in time. Further, the suppliers whose guards does not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period (not less than two months & not more six months) as decided by the indenter.

22. INDENTER'S RIGHT TO BAN BUSINESS DEALINGS

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

23. NEAR-RELATIONSHIP CERTIFICATE

- 23.1. 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 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.
- 23.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 24.3 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).
- 24.4. The format of the certificate is given in Section 9.

25. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

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

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SECTION-4

GENERAL COMMERCIAL CONDITIONS OF CONTRACT

1. Application

These conditions shall apply in all the contracts made by the indenter for the engagement of State private security guards. As per standard laid down by Odisha private Security Agency Rule, 2009 and private security Agency regulation Act-2005.

2. Standard

The engagement of state private security guards supplied under this contract shall conform to the standards mentioned in the Technical specifications of financial bid.

3. SPECIAL CONDITIONS OF CONTRACT

The engagement and employment of Guards 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 may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor

4. Inspection and Testing

4.1 The indenter or its representative shall have the right to inspect .

5. Delivery and documents

5.1 The provider shall be supply the Sate private security Guards in accordance with schedule specified in tender document & work order issued from time to time.

6. Delays in the supplier's performance.

6.1 The state private security guards under the contract shall be provided strictly in accordance with the schedule specified in the work order.

7.1 If at any time during performance of the contract, the supplier should encounter conditions impeding timely supply of State Private Security Guards, the supplier shall promptly notify the indenter in writing of the full fact about the delay, its likely duration & cause(s). As soon as practicable after receipt of the supplier's notice, the discretion to extend the period for performance of the contract after mutual discussions, lies with the indenter i.e. BSNL.

8. PERFORMANCE SECURITY

8.1 The service supplier (excluding MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc) shall furnish performance security to the purchaser for an amount Rs.10000/- equal to 5% of the estimated cost within 14 days from the date of issue of LO I by the indenter, for a period of 2 years.

8.2 The proceeds of the performance security shall be payable to the indenter as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

8.3 The performance security Bond shall be in the form of Bank Guarantee issued by a Scheduled Bank/Nationalized Bank and in the proforma provided in Section-7 of this Bid Document. EMD amount can be converted to PBG at the request of bidders. Also same may be accepted in safe of bank FDR/DD.

8.4 The performance security Bond will be discharged by the indenter after completion of the supplier's performance obligations including any warranty obligations under the contract.

9. SUBMISSION OF BILLS/PAYMENT TERMS

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PAYMENT TERMS

- a. Work order. placing authority --- AGM (HR/Admn), O/o GM,BSNL,BUSINESS AREA,CUTTACK, Cuttack.
- b. Paying authority --- Accounts officer (Cash), O/O GM,BSNL,BUSINESS AREA,CUTTACK, Cuttack
- c. Tender period Normally one year from the date of agreement. Further extension as per tender condition.

Payment shall be made on completion of one month's satisfactory service by the provider.

- 2.2 Payment will be made by e-payment mode as per ERP system.
- 2.3 TDS as applicable will be deducted from the bill.

10. FORCE MAJEURE.

If, at 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 reasons 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 event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the intender as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

11. TERMINATION FOR DEFAULT

- 11.1 The intender may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part
 - (a) if the service supplier fails to provide the service within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
 - (b) if the supplier fails to perform any other obligation(s) under the Contract; and
 - (c) If the s service supplier, in either of the above circumstances, does not remedy its failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the intender

12. ARBITRATION

- 12.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CGM, BSNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CGM, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CGM or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGM or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a

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Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGM, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

12.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

12.3 The venue of arbitration shall be BSNL CGMT Office, Bhubaneswar.

13. COURT JURISDICTION

13.1 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.

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

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

14) Liquidated damages

- a) The date of supply of pvt.security guards in the acceptance of tender shall be the essence of the contract & supply shall be completed not later than the dates specified therein.
- b) No extension shall normally be given except in exceptional circumstances.
- c) If the supplier(s) attempt to supply the Pvt.Security Guards after expiry of the contract period the consignee shall be at liberty in not accepting.
- d) Should however, the suppliers be made after the expiry of the specified period, without the prior concurrence of the intender, & also be accepted by the consignee, such suppliers will not deprive the intender of its right to cancel the same

15) Penalty clause.

- i) Contractor has fails to supply the private security Guards as per terms & condition of the tender, **the whole lot will be rejected and no payment will be given.**

Read & understood
Sign & seal of bidder

SECTION-5

BID FORM

To

From,

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

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

Ref: Your Tender Enquiry No.dated

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

Dated: day of 20...

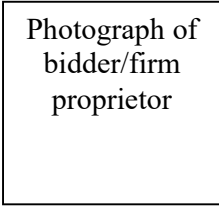
	Signature
Witness	Name
Signature.....	In the capacity of
Name	Duly authorized to sign the bid for and on
Address	behalf of

SECTION- 6

Bidder's profile.

(To be filled in and submitted by the bidder)

1. Name of the Individual/ Firm:



Read & understood
Sign & seal of bidder

2. Present Correspondence Address

.....

Telephone No. Mobile No. FAX No.

.....

3. Address of place of Works

.....

Telephone No. Mobile No.

4. State the Type of Firm: Sole proprietor-ship/partnership firm / (Tick the correct choice):
Private limited company.

5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			
4.			

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):

.....

.....

7. Permanent Account No. :

8. Details of the Bidder's Bank for effecting e-payments:

- (a) Beneficiary Bank Name:.....
- (b) Beneficiary branch Name:.....
- (c) IFSC code of beneficiary Branch.....
- (d) Beneficiary account No.:.....
- (e) Branch Serial No. (MICR No.):.....

Place.....

Signature of contractor

Date

Name of Contractor

Read & understood
Sign & seal of bidder

SECTION-7**Proforma for Performance Bank Guarantee**

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

Dated:.....

Sub: Performance guarantee.

Whereas DGM (Admn), O/o GM,BSNL,BUSINESS AREA,CUTTACK Cuttack_R/o
 (hereafter referred to as GM,BSNL,BUSINESS
 AREA,CUTTACK Cuttack) has issued an LOI no. Dated/...../20.....
 awarding the work ofto M/s

..... R/o
 (hereafter referred to as “Bidder”) and
 GM,BSNL,BUSINESS AREA,CUTTACK Cuttack has asked him to submit a performance guarantee in
 favour AO (Claim) O/o GM,BSNL,BUSINESS AREA,CUTTACK 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 GM,BSNL,BUSINESS AREA,CUTTACK Cuttack that if in the opinion of the GM,BSNL,BUSINESS AREA,CUTTACK 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 GM,BSNL,BUSINESS AREA,CUTTACK Cuttack the said sum limited to P.G. Amount or such lesser amount as GM,BSNL,BUSINESS AREA,CUTTACK Cuttack may demand without requiring GM,BSNL,BUSINESS AREA,CUTTACK 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 GM,BSNL,BUSINESS AREA,CUTTACK Cuttack shall be conclusive as regards the liability of Bidder to pay to GM,BSNL,BUSINESS AREA,CUTTACK 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 GM,BSNL,BUSINESS AREA,CUTTACK 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 GM,BSNL,BUSINESS AREA,CUTTACK 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

Read & understood
 Sign & seal of bidder

GM,BSNL,BUSINESS AREA,CUTTACK Cuttack against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of GM,BSNL,BUSINESS AREA,CUTTACK Cuttack or any indulgence by GM,BSNL,BUSINESS AREA,CUTTACK 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 GM,BSNL,BUSINESS AREA,CUTTACK Cuttack under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 7. In case GM,BSNL,BUSINESS AREA,CUTTACK 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 GM,BSNL,BUSINESS AREA,CUTTACK, 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
Sign & seal of bidder

SECTION-8

Proforma for Letter of Authorization for attending Bid Opening Event.

(To be typed preferably on letter head of the firm)

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the tender no. in respect of (Item of work) which is due to open on (date) in the Meeting Room, O/o

We hereby authorize Mr. / Ms.& Mr. / Ms..... (alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....

Signature of the Representative

.....

Signature of Bidder/ Officer authorized to sign

Name of the Representative

on behalf of the Bidder

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

Note 1: Only one representative will be permitted to attend the Bid opening

- 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
Sign & seal of bidder

SECTION-9
Certificate for no near relatives in BSNL/MTNL/DOT

I, Sri _____
 S/O _____
 Village _____ P.O. _____ P.S. _____
 _____ Dist. _____ hereby certify that none of my relative(s) defined below
 is/are employed in BSNL unit. 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 bidder
 Date.

Definition of near relatives.

No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees (Non-executive employees) working in BSNL, Business Area, Cuttack & executive employees (also called Group-A & Group-B officers) working in Orissa Telecom Circle either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as :

- Members of a Hindu Undivided Family.
- They are husband and wife
- The one is related to the other in the member as father, mother son(s), son's wife (daughter-in-law). Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) sister's husband (brother-in-law), relative is working in the units of BSNL as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred from further participation in the concerned unit.

N.B:- In case of partners/Pvt Ltd. Co., all partners/all directors have to sign as bidders.

Read & understood
 Sign & seal of bidder

SECTION-10**(On Rs. 100.00 Non-judicial stamp paper)****Tender No.-****Name of work:-****AGREEMENT**

This contract is made between the **GM,BSNL,BUSINESS AREA,CUTTACK (Cuttack)** party of the **first part** & M/s _____

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

Tender no. _____ **dated** _____ .

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

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

(Name of work): _____

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

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

Party on the second part**Party on the first part**

(Name, address & signature of the Contractor with seal of the company)

AGM (HR&Admn)
O/o GM, BSNL, BUSINESS
AREA, CUTTACK, Cuttack

Witness (Contractor side)

Witness (Office side)

Signature
Name & address

Signature
Name & address

Read & understood
Sign & seal of bidder

SECTION-11

UNDERTAKING & DECLARATION

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

a) Certified that:

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

b) The tenderer hereby covenants and declares that:

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

Date:

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

Read & understood
Sign & seal of bidder

SECTION-12 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

Excise Details

Excise reg no. :

Read & understood
Sign & seal of bidder

Excise Range :

Excise Division :

Excise Commissioner :

Payment Transaction/Bank Details

Bank Country :

Bank Name :

Bank Address :

Bank A/C No :

Bank IFSC :

Account holder's name :

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

SWITCH Code (for Foreign Vendor):

IBAN Code (for Foreign Vendor):

MANDATORY

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

Industry Status

Micro/SSI Status : Yes No

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

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

Company/Vendor Authorized Signatory/Designation Date Company Seal

For Office use)

Vendor Account Group : Payment Method :

TDS – Invoice : TDS Code - Invoice :

Checked By	Authorized by (Finance)	SAB Vendor Master Created on	SAP Vendor Code

Read & understood
Sign & seal of bidder

SECTION-13 CHECK LIST

(To be checked & filled in by bidder)

Sl No.	Documents to be enclosed	Put a tick mark for copy enclosed/signed	Sl number to be given by bidder
1	Document fee of Rs.590/- in form of DD		
2	EMD in form of DD Rs. 4000.00		
3	Self attested copy of Firm Registration		
4	Self attested copy of GSTN Registration Certificate & latest return of GSTN		
5	Self attested copy of PAN card with latest IT return		
6	Self attested copy of Experience Certificate as per NIT		
7	Power of attorney in original (if applicable)		
8	Self attested copy of memorandum article/partnership deed/affidavit/proprietorship (which is applicable).		
9	Certificate for no near relatives in BSNL/DOT/MTNL		
10	Bid form		
11	Bidder's profile with photograph		
12	Undertaking & declaration signed		
13	All pages of tender document to be signed by bidder		
14	Licence granted by state Home department, odisha if any		
15	Customer ID created in marketing section		
16	Copy of registration with labour enforcement authority under labour law		
17	A copy of valid EPF registration document & EPF A/c No.		
18	A copy of valid ESI Registration document & ESI A/c No.		

N.B:- The bidder has to submit required documents in a bunch putting a serial number to each document that number is to be filled in this check list. The items above from Sl No. 9 to 12 are available in tender document, to be filled in & signed by the bidder positively.

Read & understood
Sign & seal of bidder

SECTION-14

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

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

Explanation-

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

Read & understood
Sign & seal of bidder

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
Sign & seal of bidder

Appendix of Section 14

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
Sign & seal of bidder

- (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

Sign & seal of bidder

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

Dat.....

S/o, D/o, W/o _____, Resident of _____ do hereby solemnly affirm and declare as under:

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

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

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

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

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

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

For and on behalf of.....(Name of Firm / Entity)

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

Read & understood

Sign & seal of bidder

Annexure-B

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

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

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

Signature:

Signature:

Name in Block letters:

Name in Block letters:

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

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

Read & understood

Sign & seal of bidder

SECTION-15

BID DOCUMENT
FOR PROVIDING STATE PRIVATE SECURITY
IN CUTTACK SSA

(FINANCIAL BID)

PRICE SCHEDULE

Sl. No	Descriptions of Guards	Approx. Requirement of Guards (With Arms)	Rate quoted price in (Monthly Basis)	
			In figure	In word
1.	State private security Guard with Arms	1(one)		

Note:-

1. Rate should be exclusive of GST but inclusive of all other charges/any govt. levies
2. Evaluation will be made on the Gross total of all items as above
3. L1 will be the lowest gross total of items.

Signature of bidder

Read & understood

Sign & seal of bidder