



**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprises)  
**Office of the General Manager,**  
**Berhampur BA-760001**

**BID DOCUMENT**

E-TENDER FOR TRASPORTATION OF TELECOM  
STORE/MATERIALS IN PHULBANI SSA

**TENDER No: GC- 18/2021-22/Phulbani**

Read, understood , complied & agreed

Signature & seal of bidder with Date

**❖ CONTENTS OF TENDER DOCUMENT**

<b>Section No.</b>	<b>DESCRIPTION</b>	<b>Page No.</b>
COVER PAGE	COVER PAGE	1
CONTENTS	CONTENTS OF TENDER DOCUMENT	2
SECTION-I	NOTICE INVITING TENDER	3-5
SECTION-II	SPECIAL CUM COMMERCIAL CONDITIONS OF TENDER, ESTIMATED COST & EMD	6-10
SECTION-III	INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS OF TENDER TERMS	11-19
SECTION-IV	FINANCIAL BID	20
SECTION-V	CHECK LIST / REQUIREMENTS	21-22
SECTION-VI	FORMATS FOR DECLARATION & UNDERTAKING, AGREEMENT & CERTIFICATES (ANNEXURE-A to ANNEXURE-L)	23-39

Read, understood , complied & agreed

Signature & seal of bidder with Date



**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)  
Office of the General Manager, Berhamour BA-Berhampur-760001

**SECTION-I**  
**NOTICE INVITING TENDER**

**e-Tender for Transportation of Telecom Store materials in**  
**Phulbani SSA of Berhamour BA**

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

Sl.No	Item	Particulars
1	Tender Notice No & date	GC-18/2021-22/Phulbani dtd. 7 <sup>th</sup> Dec 2021
2	Tender item	Transportation of Telecom materials in the area under the jurisdiction of Phulbani SSA of Berhamour BA and /or any other material to be transported from / to any part of Odisha Circle to / from Phulbani SSA of Berhamour BA as and when required.
3	Tender Document can be downloaded from date	8 <sup>th</sup> Dec 2021
4	Date of receipt of queries from bidders	Up to 14.00 Hrs of 14 <sup>th</sup> Dec 2021
5	Pre-Bid meeting	At 14.00 Hrs of 14 <sup>th</sup> Dec 2021
6	Reply of queries by BSNL	Before 18.00 Hrs of 18 <sup>th</sup> Dec 2021
7	Last Date of Submission of Tender	27 <sup>th</sup> Dec' 2021 upto 17.00 hrs
8	Date & Time of Opening of Tender (Technical Bid only)	28 <sup>th</sup> Dec 2021 at 12:00 Hrs
9	Amount of Bid Security as in Section II.	The cost of EMD and cost of Tender paper can be paid through online Banking/RTGS/NEFT as per the Section-I, Para 2(b)
10	Cost of Tender Form	<b>Rs.590/- (Rupees Five Hundred And Ninty Five only) - Non-Refundable.</b> The payment will be accepted as mentioned in <b>Sl. No. 8</b> above and exemption of Cost of Tender Documents and EMD under NSIC is not permitted.

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

**IMPORTANT (COVID-19):** The bidders are advised and requested to submit the cost of bid document and EMD through online transfer/ NEFT/RTGS in the BSNL Bank account mentioned in the bid document in order to avoid offline submission of instruments/ documents. Bids of such bidders only shall be accepted without offline envelope provided they submit the scan copies of online payment receipt in online technical bid as a proof.

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2. a) The Tender document can be downloaded from the website:  
<https://etenders.gov.in/eprocure/app> & [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) and to be submitted in e-format.
- b) The cost of EMD and cost of Tender paper should be paid through online Banking/RTGS/NEFT as per the following details.

Name of the Bank and Branch	Union Bank of India; Berhampur
Accounts Name	A.O(Cash), BSNL,O/o GMTD Berhampur
Account Number	385801010170144
IFC Code	UBIN0538582
Address of the Bank	Bada Bazar ,Berhampur
MICR Code	760026002
Mail Id :	email id :gmtdbf@rediffmail.com
Contact No	Tel.No.0680-2229133, Mob.No.9437961919

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

c) Amendments, if any, to the tender document will be notified in the above website as and when such amendments are made. It is the sole responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

3. a) Intending bidders are requested to register themselves with M/s. ITI Limited through the website <https://etenders.gov.in/eprocure/app> for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

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.

c) Bidders may note that the tender document can be downloaded from the website <https://etenders.gov.in/eprocure/app> or following the "Tenders" link of the website [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in).

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://etenders.gov.in/eprocure/app>) as per Annexure -B of Section VI.

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.

f) Experience Certificate: Bidders should have executed transportation works of electrical / telecom stores such as U/G cable, OF Cable, L&W, PLB Pipes, Battery, Power Plant, Telecom Switching equipments etc. of Central/ State Govt. Deptts. / PSUs. The bidder must have carried out **Transportation of Telecom materials** to the tune of minimum turnover 150% of annual estimated cost taking together for during the financial years 2018-19, 2019-20 and 2020-21 duly supported by an Experience Certificate to this effect issued by an Officer not below the rank of Deputy General Manager or equivalent rank of the concerned Organization.

4. The documents as listed out in Section VI should be uploaded in E-Tender Portal.

5. The bidders or their authorized representatives can attend the e Tender Opening in the chamber of AGM(Planning), 3<sup>rd</sup> Floor, Telephone Bhawan, Berhampur

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6. (i) Incomplete, ambiguous, Conditional tender bids are liable to be rejected.

(ii) The General Manager Berhamour BA, Berhampur 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.**

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.

(iii) All statutory taxes as applicable shall be deducted at source before payment.

(iv) 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	<b>Sri D S Patra, AGM(PLG) BER, O/o GM, Berhampur BA Tel No.0680-2220300, Mob No.9437488499 between 10:30 hrs to 17:00 hrs from 08.12.2021 to 27.12.2021</b>
BSNL Contact-2	<b>Smt Milirani Behera; JTO (Plg) O/o GM BSNL Berhampur, Mob No.8763129566 between 10:30 hrs to 17:00 hrs from 08.12.2021 to 27.12.2021</b>

**General Manager Berhamour BA  
Berhampur - 760001**

Read, understood, complied & agreed

Signature & seal of bidder with Date

## SECTION -II

### SPECIAL CUM COMMERCIAL CONDITIONS OF TENDER:

1. Scope of Work: For transportation of the telecom material viz U/G cable, OF cable, L&W, PLB Pipe, Battery & Power Plant, Joint Kits etc. in the area under the jurisdiction of Berhampur Berhamour BA and/or any other material to be transported from/ to any part of Odisha/India to/ from Berhampur Berhamour BA Store as and when required.

2. Approximate estimated cost of the tender Rs. 5,00,000/- (Rupees Five Lakh) for 2 (Two) years.

3. N.I.T. No: GC-18/2021-22/Phulbani

4.EARNEST MONEY-DEPOSIT- (i)The EMD of amount Rs 10,000/- (Rupees Ten thousand) only to be deposited in the form of RTGS/NEFT & Online Payment to Accounts Officer (Cash), BSNL, O/o. GM, Berhampur-1 payable at Berhampur drawn on any scheduled/ nationalized Bank.

(ii)The EMD shall be forfeited in case the tenderer withdraws his tender before the final acceptance or fails to enter into the prescribed agreement with BSNL for execution of work in case of successful tenderer.

(iii)EMD of unsuccessful bidders will be refunded after finalization of the tender. In case of successful tenderer(s), the EMD will be refunded after signing the agreement.

5. Validity of BID: The bid validity period is 180 days from the date of opening of bid.

6. Validity of Tender: - The tender will remain valid for a period of **two years** from the date of signing the agreement. However, GMTD, Berhampur reserves the right to increase the validity period of the tender up to a maximum 1 year i.e (12 months). Accordingly the estimated cost of the tender may be revised i.e addition up to 50% of the tender cost.

### 7. DOCUMENTS TO BE SUBMITTED WITH THE TENDER:

- i). Experience Certificate - As described in Clause A (1) of NIT. **(Original)**
- ii) PAN No. (Self Attested copy)
- iii). Online payment (NEFT/RTGS) for **Rs.10,000/- (Rupees Ten Thousand only)** drawn in favour of the Accounts Officer (Cash), BSNL, O/o the GM, Berhampur BA-760001 payable at Berhampur towards EMD.
- iv) **GST Registration Certificate or declaration** as per clause A (3) of NIT (Self Attested copy)
- v) In case of a partnership firm, the self attested partnership deed and the power of attorney in original as per clause A(4) of NIT
- vi). Tender document duly signed in each page.
- vii) Declaration to the effect that no near relative of the bidder is / was working in BSNL as per Annexure-IV of the document.
- viii) Financial BID as per Annexure-IV duly filled in. (To be submitted)
- ix) Undertaking as per Annexure-VI duly filled in.
- x) Integrity Pact as per Annexure-H duly filled in.
- xi) Certificate regarding having own office at Berhampur with the detail address and contact number of the bidder.

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NB: The original of the above documents will be verified by TEC at the time of final verification and signing of contract. If any documents / declaration are found to be false/fake, the bidder will be disqualified for the above work and his EMD will be forfeited.

**8. SECURITY**

**a) MATERIAL SECURITY including PERFORMANCE SECURITY DEPOSIT**

The successful tenderer will have to deposit material security of **Rs. 25,000/- (Rupees Twenty five Thousand only)** valid up to Twelve months after the period of contract by way of Bank Guarantee from a scheduled / nationalized Bank.

b) The contractor at any point of time will not be issued stores costing more than the material security. The proceeds of the material security shall be payable to the BSNL as a compensation for any loss resulting from the contractor's failure to handle properly the material issued to him under the contract.

c) The proceeds of the performance security shall be payable to BSNL as compensation for any loss resulting from contractor's failure to complete his obligations under the contract.

d) The security deposits shall be refunded after 30 months from the date of contract or six months from the date of last work executed whichever is later, provided there are no recoveries to be made arising out of bad or non performance and/or violation of any terms and conditions of the contract as stipulated in the bid document. The above amount will be released after getting certificate from concerned SDO/ SDE duly countersigned by the concerned DET /AGM regarding proper and safe delivery of materials transported.

**9. SPECIFICATION FOR THE CONTRACT WORK OF TRANSPORTATION OF TELECOM STORE/ MATERIAL;**

The work includes the transportation of the material in the area under the jurisdiction of Berhampur Berhamour BA. It may also be noted that transportation of materials may be ordered to/from any part in Odisha/ India as and when required.

a) The rates should be quoted for Transportation of stores by shortest road distance per Km. in different type/sizes of vehicles (Tata ACE/909/1109/1613/407) including loading and unloading charges at both end.

b) The transporting firm will be responsible for any damage, shortage or missing of items while in transportation. The cost of the missing/damaged/ shortage material will be deducted from bill/material security.

c) The rates quoted should be valid up to completion of tender period and same will not be changed on any ground / reason.

d) Work should be completed within maximum 48 Hrs from the issue of W/O or as per instruction.

e) Rates are to be quoted irrespective of load of the truck.

f) The SDOs/DEs will decide the type/size of the truck required depending upon quantity and type of store available. In urgent cases of requirement transportation may be done without full load taking prior approval of competent authority.

g) The payment will be made for one way of the route (Onward only).

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**10. LIQUIDATED DAMAGES:**

- a. If the contractor fails to complete the transportation in the time period as given by the Authority and/ or at any time repudiates the contract, the GMTD Berhampur, without prejudice to any right or remedy available can recover from the contractor as ascertained and agreed liquidated damages to maximum of 10% of the contract value@1% per week (or part) of delay.
- b. The contractor will be responsible for any damage/ loss of the material in transit. In case of any damage or loss, the cost of the damage and/ or loss will be recovered from the contractor and the decision of GMTD, Berhampur shall be final.

**11. SUB LETTING ASSIGNMENT:**

The contractor shall not assign, subcontract or sublet the whole or any part of the work covered by the contract. Incase it is proved that the tenderer has engaged subcontractors the tender awarded in his favour would be treated as null and void and SD will be forfeited.

**12. TERMINATION:**

- a. In case of contractors not observing the terms and conditions as mentioned above, a notice will be issued to the contractor and upon not receiving satisfactory reply within seven days from the issue of the notice, GMTD, Berhampur reserves the right to terminate the contract. b. Termination for unsatisfactory performance:

In case the contractor's performance is not satisfactory, the GMTD has got the right to engage another contractor. While doing so, if the expenditure incurred is more than the quoted value, the extra cost will be recovered from the original contractor.

- c. GMTD if considers that the performance of the job is unsatisfactory or not up to the expected standards, the GMTD, Berhampur shall notify to the contractor, in writing, and may specify in details of the cause of its dissatisfaction. The GMTD, Berhampur shall have the option to terminate this agreement if the contractor fails to comply with the requirement contained in the said written notice issued by the GMTD, Berhampur to the contractor within 7 days of the receipt thereof.

**13. TERMS OF PAYMENT:**

- a. Bill in triplicate to be submitted to field office for necessary verification and processing. No advance payment in any form will be made. After satisfactory completion certification of work the contractor shall prefer the bill along with all required documents i.e. proper work order by field officers viz. SDE and DE of the concerned section duly counter signed by concerned higher officer. The bill shall be certified by the concerned SDO/SDE and duly countersigned by the DE or by next higher authority. The bill shall have printed Bill No., PAN no, GST Regn. No.

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**14. INSURANCE:**

a. The contractor shall provide insurance to cover his men and material, machinery and equipment. The GMTD, Berhampur shall not be liable to any claim for accident/ loss during execution of the work. The vehicle used for transport should have valid registration No., up-to-date road tax payment receipt, valid permit, valid fitness documents etc. The driver should have appropriate and valid driving license. The Office shall not be responsible for any financial or other injury to any person deployed by the service providing agency in the course of their performing the functions/duties or payment towards any compensation.

**15. TAXES AND DUTIES:**

a. GST has to be claimed in the bill and shall be indicated as per clause no. 26. Income tax shall be recovered as applicable. Other Tax if levied by state/central Govt. at any time will be recovered as per actual.

b. Charges payable shall be fixed during that period of the contract or any extension thereof and no escalation shall be allowed on any ground whatsoever.

c. The contractor shall be liable to pay all the license fee or any other fees as required by any authorities of the Central and/or State Government.

**16. FORCE MAJEURE:**

a. 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 shall be 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 event be entitled to terminate this contract nor shall either party have any such claim for damages against the 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 event may come to an end or cease to exist, and the decision of the Contractor as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60days either party may, at his option terminate the contract.

b. Provided also that if the contract is terminated under this clause, the BSNL shall be at liberty to take over from the contractor all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of contract in possession of the contractor at the time of such termination .

**17. ARBITRATION:**

In the event of any question, dispute or difference arising under this agreement or in connection there

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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 *General Manager, Berhamour BA, BSNL, Berhampur* or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the *Officer* for the time

a. Being entrusted whether in addition to the functions of the *General Manager, Berhamour BA, BSNL, Berhampur* or by whatever designation such officer may be called (hereinafter referred to as the said officer) and if the *General Manager, Berhamour BA, BSNL, Berhampur* or the said officer is unable or unwilling to act as such, the sole arbitrator or some other person appointed by the *General Manager, Berhamour BA, BSNL, Berhampur* or the said officer.

The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

There will be no objection to any such appointment that the arbitrator is *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 *Government Servant* he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such *General Manager, Berhamour BA, BSNL, Berhampur* or the said officer shall appoint another person to act as 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.

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

c. The venue of the arbitration proceeding shall be the *Office of the General Manager, Berhampur* or such other places as the arbitrator may decide.

#### **18. 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 or the *Government* or any other person or persons contracting through the *Govt. of India* and set off the same against any claim of the BSNL or *Govt.* or such other person or Persons for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with the BSNL of *Govt.* or such other person or persons contracting through *Government of India*.

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

## Section-III

### INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS OF TENDER 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 Berhamour BA, Berhampur.
- 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 Engineer (MM) in-charge of this Berhamour BA under whom the contractor will perform the work of Transportation of telecom stores as per actual requirement of concerned respective site Engineer (Field-in-charge).
- 1(f) "Engineer In-Charge" means the controlling DE/AGM of respective Site Engineer of this Berhamour BA who is designated as the "Engineer in-Charge" of respective "Site Engineer".
- 1(g) "E-Tender Portal" means the website "<https://etenders.gov.in/eprocure/app>"

### **2). ELIGIBILITY CRITERIA--:**

#### **A. Eligibility Criteria:**

1. Experience Certificate: Bidders should have executed transportation works of electrical / telecom stores such as U/G cable, OF Cable, L&W, PLB Pipes, Battery, Power Plant, Telecom Switching equipments etc. of Central/ State Govt. Depts./ PSUs. The bidder must have carried out **Transportation of Telecom materials** to the tune of minimum Rs.10 Lakhs taking together for during the financial years 2018-19, 2019-20 and 2020-21 duly supported by an Experience Certificate to this effect issued by an Officer not below the rank of Deputy General Manager or equivalent rank of the concerned Organization.

**Experience certificate issued by any TDE duly countersigned by an officer not below the rank of DGM will also be considered.**

- ii. The bidder should have valid PAN.
- iii. The bidder should have registered for GST with concerned department.
- iv. Bidder whose near relative(s) is/are employed in DoT/BSNL is not eligible to participate in the bid. The near relative(s) means:
- Members of Hindu undivided family,
  - They are husband and wife,
  - The one is related to the other in the manner as father, mother, son(s) & son's wife (daughter-in-law), (Daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).
- v. Any breach of these conditions by the company or firm or any other person, the bid / work will be cancelled and earnest money / security deposit will be forfeited at any stage whenever it is so noticed and BSNL will not pay any damages to the company or firm or the concerned person. The

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Signature & seal of bidder with Date

company or firm or the persons will also be debarred for further participation in the concerned unit.  
7. VALIDITY OF BID: The validity of bid period is 180 Days from the date of opening of the bids.

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

#### 20. AMENDMENT TO BID DOCUMENT

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

BSNL Contact-1	Sri D S Patra, AGM(PLG) BER, O/o GM, Berhampur BA Tel No.0680-2220300, Mob No.9437488499 between 10:30 hrs to 17:00 hrs from 08.12.2021 to 27.12.2021
BSNL Contact-2	Smt Milirani Behera; JTO (Plg) O/o GM BSNL Berhampur, Mob No.8763129566 between 10:30 hrs to 17:00 hrs from 08.12.2021 to 27.12.2021

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Signature & seal of bidder with Date

**21. PREPARATION OF BID DOCUMENTS - TECHNICAL BID & FINANCIAL BID**

It is a two bid system and the bid prepared by the bidder shall comprise Technical Bid and Financial Bid and should be prepared as per Clause. 31 of this Section.

**22. BID FORMS**

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

**23. BID PRICE**

The bidder shall quote rates in FINANCIAL BID given in Section-V.

**24. 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 VI should be given along with bid document.

**25. A. BID SECURITY/EMD**

- (a) The bidder must deposit the amount for bid security/EMD through Online/NEFT/RTGS as stated in section II only from any nationalized/scheduled bank as per Section-I para 2(b).
- (b) The successful bidder's bid security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with Clause 8 of this Section and furnishing the performance security.
- (c) The Bid security of unsuccessful bidder will be discharged / returned as early as possible as, not later than 30 days after the expiry of the period of bid validity.
- (d) A BID WITHOUT BID SECURITY/ BID SECURITY WITH OUT BID SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.

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

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

- (a) If the successful bidder backs out to accept the tender and/or does not deposit the Performance Security Deposit / **Material security deposit of Rs. 25,000 (Rupees Twentyfive Thousand)** only. or
- (b) The successful bidders do not come for execution of agreement after deposit of performance security deposit within the scheduled time;
- (c) Withdraws his bid during the period of bid validity specified by the bidder in the bid form;

**24. FORMAT AND SIGNING OF BID**

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

**25. PREPARATION & SUBMISSION OF BIDS :**

**I) CONTENTS OF THE BID:**

The bid contains three parts -

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

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

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

**II. SUBMISSION OF BIDS:**

- a. All the clauses of the bids must be complied with and price bids must be quoted online by the bidders before the locking/closing time of the bid that is 17:00 Hrs of 29.04.2021.
- b. Scanned documents wherever necessary are to be uploaded in the appropriate places of the e-tender portal.
- c. **One Bidder can bid through the user-id allotted to him by M/s ITI in e-Tender Portal along with requisite Earnest Money Deposit (EMD) and cost of Tender Paper.**
- d. If any one of the document required to be submitted as referred to in Clause 31 Part A of this Section is found to be wanting, the concerned bid shall be rejected at the opening stage itself.
- e. The BSNL may, at its discretion, extend this deadline for the submission of the bids by amending the bid document in accordance with NIT in which case all rights and obligations of the BSNL and bidders previously referred to the deadline will thereafter be subject to the extended deadline.

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

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

**27. BID OPENING AND EVALUATION**

- (a) Financial bids & Technical bids shall be submitted by the bidder at the same time. The bids will be opened in two stages. The Tendering Authority will open the technical bids in the presence of bidders or their authorized representatives on the due date, i.e., dated 28.12.2021 at 12:00 Hrs. The bidder or one of his authorized representatives shall be permitted to attend the bid opening. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening as per Annexure - G in Section VI.
  - (b) The bidder or his representative, who is present, shall sign in tender opening register.
  - (c) The date fixed for opening of bids, if subsequently declared as holiday by BSNL, the revised date of schedule will be notified in the e-Tender Portal. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.
  - (d) Technical bids will be evaluated by the Tendering Authority and after completion of the technical Evaluation; the eligible bidders list for the financial bid opening will be made available in the e-Tender Portal.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- (e) Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.

**28. PLACE OF OPENING OF TENDER BIDS**

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at **office chamber of AGM (Plg), (3<sup>rd</sup> Floor) Telephone Bhawan, Berhampur 760001.**, . If due to administrative reasons, the date of e Bid opening is changed, same will be displayed prominently in the notice board of the e-Tender Portal.

**29. PRELIMINARY EVALUATION**

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

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

- (a) The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
- (b) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Tendering authority. If there is a discrepancy between words and figures, the amount in words shall prevail.
- (c) If the bidder does not accept the correction of the errors, his bid shall be rejected.
- (d) Tendering authority may negotiate with L1 bidder only or can make counter offer of the same L1 negotiated price to other successful bidder(s). However, BSNL reserves the right to award the work to multiple bidders.

**31. CONTACTING THE TENDERING AUTHORITY**

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

**32. Award of contract & Work:**

- a) The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially responsive, eligible and accepted. Normally the bid of the bidder who quote the lowest rate (as mentioned in financial bid) will be accepted.
- b) However, the BSNL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders.
- c) The BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL Berhampur BA.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- d) The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- e) The BSNL reserves the right to award the work up to maximum 02 bidders in case of L1 rates. The work allotments between two bidders will be as under.

In case of 01 bidder - L-1 get 100%  
In case of 02 bidder - L-1 get 60% and L-2 will get 40%

Allotment of work to L-2 bidders will be on the basis of their acceptance of L-1 bidders' rate only. The decision of GMTD Berhampur in this regard shall be Final and binding.

- f) Normally the amount of SD will remain unaltered in all cases mentioned above.

**33. SIGNING OF CONTRACT AGREEMENT:-**

The successful bidder shall be required to execute an agreement on a non-judicial stamp paper of Rs 100/- (Rupees One Hundred only) at his own cost as per the enclosed proforma within 10 (Ten) days from the date of deposit of PSD in this office. In the event of failure of the bidder to sign the agreement within 10(Ten) days of being called upon to do so after depositing required PSD, or in the event of his failure to start the work as stipulated in the work order, then the amount of PSD. (Performance Security Deposit) in the form of DD or Bank Guarantee as the case may be, shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

**34. DISPUTES IN TENDER FINALIZATION:**

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

**35. DISQUALIFYING CLAUSE:**

The BSNL reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with the BSNL. The terms and conditions enumerated above shall be binding and the bidders shall have to accept them in writing along with tender. The GMTD, Berhampur reserves the right to vary the quantum of work as per actual requirement in the field from time to time.

- 36. 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.

**37. Termination of Contract by BSNL**

- (a) The GMTD, Berhampur may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such items without any compensation whatsoever to the contractor.
- (b) BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts by giving one months notice in writing to the service provider if the contractor fails to execute the work assigned to him within the period specified in the contract or any extension thereof granted by BSNL.
- (c) If the contractor fails to perform any other obligation (s) under the Conditions of the contract.
- (d) Notwithstanding anything contained herein, BSNL reserves the right to terminate the contract at any stage or time during the period of contract, by giving one month notice in writing without assigning any reason and without incurring any financial liability whatsoever to the service provider.
- (e) 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 site-engineer or as directed by BSNL authority.
- (f) BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

Read, understood , complied & agreed

Signature & seal of bidder with Date



**38. Penalty Clause:****For delays in the contractor's performance:**

- a. The time allowed for completion of work as entered in the work order shall be strictly adhered to by the contractor and shall be reckoned from the seventh day from the issue of the work order by BSNL. The contractor shall pay as penalty amount equal to 2(two)% of the amount of the incomplete work for every one week of delay or part thereof in completion of work subject to a maximum of 10 % of the cost of the work awarded.
- b. On any date the penalty payable as above reaches 10 % of the estimated cost of the work the contractor should proceed with the work further only on getting a written instruction from the concerned DE, that, he is allowed to proceed further with the work.
- c. Penalty for delay in completion in work shall be recoverable from the bill of the contractor and/or by adjustment from the SD or from the bill of any other contract of BSNL.

**39. 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.

**40. 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.

**41. REJECTION OF BID**

The bid will be rejected in case of:-

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

**42. DEBARRING CONDITIONS**

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

**43. E-TENDERING INSTRUCTIONS TO BIDDERS**

The instructions given below are NIC's e-tender portal centric and for e-tenders invited by the Sr.

General Manager Berhamour BAriect, Berhampur of Odisha Circle only.

- A. **General Instructions for Bidders**
  - b. For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the Electronic Tendering System (ETS).

Read, understood , complied & agreed

Signature & seal of bidder with Date

- i. It is advised that all the documents to be submitted (Section VI) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.
- ii. While uploading the documents, it should be ensured that the file name should be the name of the document itself for easy pairing and scrutiny.

**B. Tender Bidding Methodology:**

It is a Two Stage bidding system-.

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

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

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

**D. Digital Certificates**

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

**E. Registration**

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

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

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

BSNL Contact-1	Sri D S Patra, AGM(PLG) BER, O/o GM, Berhampur BA Tel No.0680-2220300, Mob No.9437488499 between 10:30 hrs to 17:00 hrs from 08.12.2021 to 27.12.2021
BSNL Contact-2	Smt Mirirani Behera; JTO (Plg) O/o GM BSNL Berhampur, Mob No.8763129566 between 10:30 hrs to 17:00 hrs from 08.12.2021 to 27.12.2021

Read, understood , complied & agreed

Signature & seal of bidder with Date

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

The correction/modification, if any, in the tender document will be uploaded in the Website i.e. [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) and <https://etenders.gov.in/eprocure/app> up to 18:00 Hrs of 13.12.2021 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.

**45. OTHER INSTRUCTIONS, IF ANY**

The following documents should be submitted online while uploading in the e-Tender portal:

Sl No.	Description
1	Scanned copies of Tender document signed by the bidder or Authorized Person on all pages along with seal
2	Self-Attested Photo copy of PAN Card and IT return for Financial Year 2018-19,2019-20 and 2020-21.
3	Self-Attested Photo copy of Experience Certificate
4	Self Attested Photo copy of the computerized receipt Online/RTGS/NEFT) towards cost of Tender Document
5	Self attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of EMD/Bid Security
6	Self-Attested Photo copy of valid GST Registration Certificate.
7	No near relative certificate duly filled in and signed, Annexure-D.
8	Scanned copy of Letter of Authorization to Tender Opening Event (TOE) duly filled and signed. Annexure-G.
9	Bidder's profile duly filled in and signed. Annexure-I.
10	Self-Attested Photo copy of Original "Power of Attorney" in case person other than the Bidder has signed the tender documents
11	Self-Attested Photo copy of "Partnership Deed" duly registered if applicable
12	Self-Attested copy of Declaration of Non - tampering of relevant document required for tender duly filled and signed. Annexure-B.
13	Self-Attested copy of the bidder must have his office at Berhampur as it will be convenient and in the interest of BSNL to get the work done at short notices as and when required
14	Self-Attested copy of Declaration for Downloading the tender Document duly filled in and signed vide Annexure-E.
15	Self-Attested copy of Bid form duly filled in and signed. Annexure-K
16	Self-Attested copy of Clause by clause compliance duly filled and signed. Annexure-C.
17	Self-Attested copy of the Check list duly filled in
18	Self-Attested copy of the Integrity Pact duly filled and signed, Annexure-H.
19	Self-attested copy of Undertaking regarding genuineness of the documents/information submitted duly filled and signed, Annexure-L.
20	Self-Attested Photo copy of valid GST Registration Certificate.

Read, understood , complied & agreed

Signature & seal of bidder with Date

## SECTION - IV

The rates must be quoted including all taxes except GST, (if applicable), which may be claimed extra.

FINANACIAL BID

Transportation of any type of telecom store by nearest road including loading and unloading	Rate in rupees per Km. inclusive of taxes & duties except GST from any places of Odisha to Phulbani Div Store or vice versa		Rate (in Rupees) per Km inclusive of all taxes except GST from Div store Phulbani to any place inside Phulbani SSA or vice versa		Loading / Unloading	
	(In figure)	(In words)	(In figure)	(In words)		
1) By ACE Type Truck or equivalent.						
2) By TATA-407 Type Truck or equivalent.						
3) By TATA-909 Type Truck or equivalent.						
4) By TATA- 1109 Type Truck or equivalent.						
5) By TATA- 1613 Type Truck or equivalent						

GST, if applicable, shall be charged extra as applicable. Composite price will be taken into consideration for L1 bidder selection.

1. The rate will be calculated for one way only. (Onward)
2. The store will be transported at the bidder's risk safely without any damage, leakage or missing of items. For any damage or leakage, he shall be wholly responsible and shall pay the necessary cost of the missing/-damaged items.
3. Transportation of telecom stores from / to station outside Phulbani SSA may require the tenderer to insure adequately the stores before transportation by road.

Read, understood , complied & agreed

Signature & seal of bidder with Date

**SECTION-V**

## CHECK LIST / REQUIREMENTS

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

Sl. No.	Description	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable))		
		Y	N	NA
1	Scanned copies of Tender document (From Page No. 24 to 43) signed by the bidder or Authorized Person on all pages along with seal			
2	Self-Attested Photo copy of PAN Card and IT return for Financial Year ,2018-19,2019-20 & 20-21 pertaining to Assessment year 19-20 & 20-21 &21-22			
3	Self-Attested Photo copy of Experience Certificate			
4	Self Attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of Tender Paper			
5	Self attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of EMD/Bid Security			
6	Self-Attested Photo copy of valid GST Registration Certificate.			
7	No near relative certificate duly filled in and signed Annexure-D			
8	Scanned copy of Letter of Authorization to Tender Opening Event (TOE) duly filled in and signed. Annexure-G			
9	Bidder's profile duly filled in and signed. Annexure-I			
10	Self-Attested Photo copy of Original "Power of Attorney" in case person other than the bidder has signed the tender documents Self-Attested			
11	Photo copy of "Partnership Deed" duly registered, if applicable			
12	Self-Attested copy of Declaration of Non - tampering of relevant document required for tender duly filled and signed. Annexure-B Self-Attested copy			
13	of the bidder must have his office at Berhampur as it will be convenient and in the interest of BSNL to get the work done at short notices as and when required			
14	Self-Attested copy of Declaration for Downloading the tender Document duly filled in and signed vide Annexure-E.			
15	Self-Attested copy of Bid form duly filled and signed. Annexure-K			
16	Self-Attested copy of Clause by clause compliance duly filled in and signed. Annexure-C			
17	Self-Attested copy of the Check list duly filled in			
18	Self-Attested copy of the Integrity Pact duly filled in and signed. Annexure-H			
19	Self attested copy of Undertaking regarding genuineness of the documents/information submitted duly filled in and signed. Annexure-L			
20	Self attested photo copy of GST registration certificate.			

Read, understood , complied &amp; agreed

Signature &amp; seal of bidder with Date

**B. CHECK LIST**

Sl No.	Description	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
		Y	N	NA
1	Whether all the scanned documents as required are uploaded in the E-Tender Portal?			
2	Whether the Financial Bid quoted in e-Tender Portal.			
3	Whether the corrections if any has been encircled and fresh entry mode and signed by the authorized signatory? (No over writing is permissible).			
4	Whether the offer is conditional? (All conditional offers will be rejected.)			
5	Whether the scanned copy of the computerized receipt of payment made through online/NEFT/RTGS for cost of Bid Document/ EMD and Power of Attorney has been uploaded in the E-tender portal.			
6	Whether Check List/Requirements submitted?			

Read, understood , complied &amp; agreed

Signature &amp; seal of bidder with Date

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

SL. No.	<b><i>Format Name</i></b>
1.	ANNEXURE-A : AGREEMENT (SAMPLE FORMAT)
2.	ANNEXURE-B : DECLARATION OF NON TAMPERING OF TENDER DOCUMENT
3.	ANNEXURE-C : DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE
4.	ANNEXURE-D : NO NEAR RELATIVES CERTIFICATE IN BSNL
5.	ANNEXURE-E : DECLARATION FOR DOWNLOADING THE TENDER DOCUMENT
6.	ANNEXURE-F : PERFORMANCE BANK GUARANTEE (BOND FORM)
7.	ANNEXURE-G : LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
8.	ANNEXURE-H: INTEGRITY PACT
9.	ANNEXURE-I : BIDDER'S PROFILE
10.	ANNEXURE-J : MANDATE FORM FOR TRANSFER OF PAYMENT THROUGH ELECTRONIC CLEARANCE / ELECTRONIC FUND TRANSFER
11.	ANNEXURE-K : BID FORM
12.	ANNEXURE-L:UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-A

**AGREEMENT (Sample Format)**

AGREEMENT FOR TRANSPORTATION OF TELECOM STORE / MATERIALS IN BERHAMPUR  
BERHAMOUR BARICT

An agreement is entered in between Sri \_\_\_\_\_ as one part and the Sr. General Manager Berhamour BA, Berhampur \_\_\_\_\_ second part on behalf the BSNL on this \_\_\_\_\_ day of 2021 for Transportation of Telecom Store / Materials under the jurisdiction of GMTD, Berhampur.

Whereas in response to the tender notice no \_\_\_\_\_ dtd \_\_\_\_\_ issued by the GMTD, Berhampur Sri \_\_\_\_\_ has been declared successful for Transportation of Telecom Store / Materials in Berhampur Berhamour BA.

Sri \_\_\_\_\_ hereby undertakes to carry out the Transportation of Telecom Store / Materials for a period of two year (w.e.f: ..... ) starting from the date of execution of the agreement of the rate as per the tender final list in his favour according to the terms and conditions laid down in the tender document.

Sri \_\_\_\_\_ also undertakes to carry out the work throughout the year at the same approved rate and according to the laid down standards of BSNL and up to the satisfaction of GMTD Berhampur.

Sri \_\_\_\_\_ further undertakes to fully abide by the terms and conditions as stipulated in the tender notice no \_\_\_\_\_ dt. \_\_\_\_\_ referred to above and shall make good any loss caused to the Berhamour BA or any other Govt. department or private body or to the public.

Performance Security Deposit for Rs.....- is furnished through of Bank Guarantee/ No. .... Date .....from Name of the Bank ..... and it is valid upto Dt.....

**Signature of contractor**

**Dy. General Manager  
(Telecom)**

O/o GMTD, Berhampur

Name  
Address

Name  
Address

Witness 1  
Name  
Address

Witness 2  
Name  
Address

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 "[www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in)" or <https://etenders.gov.in/e procure/app> and I have checked up that no page is missing and all pages as per the index are available and no addition/ deletion/correction/tampering has been made in the tender document. In case at any stage, it is found that any addition / deletion / correction has been made, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

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

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

Signature of bidder/Authorized Signatory

Name \_\_\_\_\_

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 bidder \_\_\_\_\_

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

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

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 wherein BSNL as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

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

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

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

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

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

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

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

(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 [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) or <https://etenders.gov.in/e procure/app> and no addition/deletion/correction has been made in the entire tender document. In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation.

Date: \_\_\_\_\_ Signature of bidder \_\_\_\_\_

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

Name of bidder \_\_\_\_\_

(Along with date & Seal)

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-FPERFORMANCE BANK GUARANTEE (BOND FORM)

In consideration of the President of India (hereinafter called "the BSNL") having agreed to exempt \_\_\_\_\_ (hereinafter called the "Contractor(s)") from the demand, under the terms and conditions of an agreement/Tendering authority Order No. \_\_\_\_\_ Dated \_\_\_\_\_

made

between \_\_\_\_\_

and \_\_\_\_\_ for \_\_\_\_\_ for

the supply of \_\_\_\_\_ (hereinafter called the "the said agreement"), of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for

\_\_\_\_\_ we, (Name of the Bank)

\_\_\_\_\_ (hereinafter referred to as "the

Bank") at the request of \_\_\_\_\_ (contractor(s) do hereby undertake to

pay to the BSNL an amount not exceeding \_\_\_\_\_ against any loss or

damage caused to or suffered or would be caused to or suffered by the BSNL by reason or any breach by

the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

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

\_\_\_\_\_

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

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

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

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

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

Dated \_\_\_\_\_

Place \_\_\_\_\_

Signature:

For

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

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

To

The Sr. GM Berhamour BArict Berhampur  
Berhampur - 751 022.Sub:- Authorization for attending bid opening on \_\_\_\_\_ (date) in the Tender  
for Transportation of Telecom Store / Materials in Berhampur Berhamour BArict, Berhampur.Following persons are hereby authorized to attend the bid opening for the tender  
mentioned above on behalf of \_\_\_\_\_ (Bidder) in  
order of preference given below.

Order of Preference	Name	Specimen Signature
I		
II		

Alternate Representative

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

Note:

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

Read, understood , complied &amp; agreed

Signature &amp; seal of bidder with Date

ANNEXURE-H

**INTEGRITY PACT**

**Between**

Bharat Sanchar Nigam Limited (BSNL)/ hereinafter referred to as "The Principal"

And

..... hereinafter referred to as "The Bidder/Contractor"

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws and regulations, and the principals of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor(s).

In order to achieve these goals, the principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1- Commitments of the principal**

(1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a). No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(b). The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c). The Principal will exclude from the process all known prejudiced person.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions

**Section 2- Commitments of the Bidder(s)/Contractor(s)**

(1) The Bidder(s)/Contractor(s) commit itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a).The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer Promise or give to any of the principal's employees involved in the tender process or the execution of the contract or to any third person any material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b). The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed

Read, understood , complied & agreed

Signature & seal of bidder with Date



agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, subsidiary contracts, submission, or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c). The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India, further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d). The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outline above or be an accessory to such offences.

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

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

**Section 4-Compensation for Damages**

(i). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled is entitled to demand and recover the damaged equivalent to Earnest Money Deposit/Bid Security.

(ii). If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, or if the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit/ Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the tender.

**Section 5- Previous transgression**

(i). The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(ii). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

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

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

Contractors.

(ii). The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.

Read, understood , complied & agreed

Signature & seal of bidder with Date

(iii). The Principal will disqualify from tender process all bidders who do not sign this pact or violate its provisions.

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

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

**Section 8- External Independent Monitor/ Monitors**

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word 'Monitor' would include both singular and plural.

**Section 9- Pact Duration.**

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

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

**Section 10- Other Provisions**

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

.....  
.....

For the Principal

For the Bidder/Contractor

Place.....

Witness 1: .....

Date.....

Witness 2: .....

Read, understood , complied & agreed

Signature & seal of bidder with Date

Passport size  
Photograph (To be  
pasted) of the  
Bidder / authorized  
Signatory holding  
Power of Attorney with  
signature on the front  
side of Photo graph  
overlapping the form

**ANNEXURE-I**  
**TENDERER'S PROFILE**

Sl. No.	Item	Details
1	Name of the individual bidder	
2	Name of the person submitting the tender whose photograph is affixed (In case of proprietorship /Partnership firms, the tender has to be signed by proprietor/partner only holding the Power of Attorney to sign the bid, as the case may be)	
3	a. Permanent Address of the bidder b. Local Address of the bidder in Berhampur SSA	
4	a. Tel. Nos. with STD code  b. email id	Office: Fax: Residence: Mobile No:
5	Registration & incorporation particulars of the bidder (if other than individual): i) Proprietorship ii) Partnership iii) Private Limited iv) Public Limited (Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)	
6	Name(s) of the Individual/ Proprietor/ Partners / Directors *	
7	Bidder's bank, its address and his current account number	
8	PAN No. & Income Tax Circle	
9	Brief description of the work carried out in last two years - 2019-20 and 2020-21	
10	Is the firm registered with any Agency / Government? If so, furnish details of registration.	
11	Has the firm been blacklisted by any Organization? If so, attach details thereof. *	
12	Is the Bidder aware of all the Rules and Guidelines of Government on the subject of tender? (Write YES or NO)	
13	EPF Registration Number: ESI Registration Number: GST Registration Number: Labour Registration Number: Sales Tax/VAT Registration Number.	

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

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

Place:  
signatory  
Date:

Signature of bidder /authorized

Name & Seal of the bidder

Read, understood , complied & agreed

Signature & seal of bidder with Date

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

To

The General Manager Berhamour BA Berhampur,  
Berhampur.760001.

Sir,

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

Sl No	Item	Details
1	NAME OF THE CONTRACTOR	
2	NAME OF THE BANK	
3	NAME OF THE BRANCH	
4	NATURE OF ACCOUNT CA/SB/CC	
5	ACCOUNT NUMBER	
6	BANK CODE (MICR CODE)	
7	BANK IFSC CODE	
8	ADDRESS OF BANK	

DATE: \_\_\_\_\_  
SUPPLIER/BIDDER

SIGNATURE OF

(TO BE FILLED IN BY THE BANK AUTHORITIES)

The information furnished above is correct as per our records.

SIGNATURE OF MANAGER

\_\_\_\_\_  
WITH BANK SEAL AND DATE

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

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

Read, understood , complied &amp; agreed

Signature &amp; seal of bidder with Date

ANNEXURE-K

BID FORM

(To be attached with Section-VI A)

To

The General Manager Berhamour BA, Berhampur,  
Telephone Bhawan, Berhampur - 760001.

Dear Sir,

- 1) Having the conditions of contract and services to be provided the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide the same in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2) We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
- 3) If our Bid is accepted, we will obtain the guarantees of a Nationalized/ Scheduled Bank for a sum not exceeding Rs 1,00,000/- of the contract sum for the due performance of the Contract.
- 4) We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
- 5) Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 6) Bid submitted by us is properly verified and prepared so as to prevent any subsequent replacement. We understand that you are not bound to accept the lowest or any bid, you may receive.
- 7) We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the BSNL website <https://etenders.gov.in/eprocure/app>. Any deviation will result in the rejection of the bid.

a. Date (DD/MM/YYYY) : \_\_\_\_\_

b. Signature of (Bidder or authorized signatory): \_\_\_\_\_

c. Name (Bidder or authorized signatory): \_\_\_\_\_

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

e. Witness .....

f. Address .....

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-L

UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED

I, Shri/Smt ..... Son/Daughter of Shri .....  
do hereby undertake that all the documents / certificates submitted by me with this tender (tender for Transportation of Telecom Store / Materials in Berhampur Berhamour BA-) 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 bidder /Authorized signatory

Read, understood , complied & agreed

Signature & seal of bidder with Date