

Tender No. PLG/LT/PENTHA/P-1/2021-22

Dated 05.01.2022

T E N D E R D O C U M E N T (LIMITED)

FOR

**Supply of equipment & materials at Pentha for GSM FTTH service
Provision under Cuttack BA**

**BHARAT SANCHAR NIGAM LIMITED,
(A GOVT. OF INDIA ENTERPRISE)
O/o the General Manager, Telecom District, CUTTACK – 753012**

(TECHNICAL BID)

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

Read, understood & compiled

Signature of Bidder with seal

Section-1

BHARAT SANCHAR NIGAM LIMITED*(A Govt. of India Enterprise)***O/o the General Manager, Telecom District, CUTTACK – 753012**Tender No. **PLG/LT/PENTHA/P-1/2021-22**

Dated 05.01.2022

NOTICE INVITING TENDER (LIMITED)

PVC/Wax Sealed tenders are hereby invited by the GMTD Cuttack for Supply of equipment & materials at Pentha for GSM FTTH service Provision under Cuttack BA

Description	EMD (Rs.)	Estimated Cost (Rs.)	Sale of Tender document	Date & time for submission of tender	Date of opening of tender paper (Technical bid)	Date of opening of tender paper (Financial bid)
Supply of equipment & materials at Pentha for GSM FTTH service Provision under Cuttack BA	3052.00	152590.00	From 05.01.2022 to 20.01.2022 on all working days during office Hrs	Upto 13.00 hrs of 21.01.2022	At 15.00 hrs on 21.01.2022	Will be intimated later.

1.2 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.

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

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

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

2 Purchase of Tender Document:

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

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

i) Cost of tender paper and EMD:- as mentioned above ii) Self attested copy of Firm Registration (if applicable), iii) Valid GSTIN registration & latest return of GSTR-1, iv) Valid PAN card with latest IT return and other documents as listed out in Section-17 (Check List) should be enclosed with tender document.

b) Requirement for experience criteria

The bidder must be a MSO/FTTH vendor of Cuttack SSA having minimum 8 numbers of OLT connections and more than 400 FTTH connections.

(Bidders will be required to submit to support claims of their required experience, through certificates issued by any executive with the rank of DGM or above for Government/PSUs or Circle head in case of private telecom operator)

4. Bid Security/EMD:

The bidder shall furnish the EMD (Bid Security) in shape of demand draft/banker's cheque drawn in favour of A.O. (Cash), BSNL, O/o GMTD, 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. Date & time of Submission of Tender bids: As mentioned in the table above.

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

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

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

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

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

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

DGM (Rural, Plg & Trans)

O/o GMTD, Cuttack

Copy to:-

1. Notice Board of the GMTD, Cuttack
2. All SSA Heads other than Cuttack.
3. Bidders of having experience as per tender conditions
4. SDE (Computer) for displaying in website:- www.odisha.bsnl.co.in

DGM (Rural, Plg & Trans)

O/o GMTD, Cuttack

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SECTION- 2 Tender Information

1. **Type of Tender:**
 - (a) No of Bid Submission Stage for tender-- **Single**
 - (b) No. of Envelopes for submission of Bids: **Three Nos**
2. **Bid validity Period:-** 90 days from the date of opening of the tender.
3. The first envelope will be named Bid Security envelope, 2nd envelope will be named as Techno-Commercial and will contain documents of bidder's satisfying the eligibility/Technical and commercial conditions and 3rd envelope will be named as Financial Bid envelope containing financial quote. These envelopes shall contain one set of the following documents:
 - a. **Bid Security envelope will contain:**
 - (i) EMD as per **Section-I NIT**
 - (ii) Cost of the tender documents i.e. tender fee **Section-I NIT**
 - b. **Techno Commercial envelope shall contain:**
 - i. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in **Section-I of the detailed NIT.**
 - ii. Power of Attorney and Authorization for executing the power of Attorney in accordance to tender document.
 - iii. Bidder's Profile duly filled and signed.
 - iv. Non-Relation Certificate duly filled and signed
 - v. Undertaking and declaration duly filled and signed
 - vi. Clause by clause compliance
 - vii. Bid Form
 - viii. Tender documents duly signed at the end of each page for having read it and accepted it.
 - c. **Financial Bid envelope shall contain:**
Rate quotation - Price Schedule duly filled and signed.
4. **Payment terms:-** As per clause 9 of Section-4.
5. **Issue of work order:-** SDOT (Kendrapara. The work order will be issued by SDOT Kendrapara or any other officer as decided by the head of SSA

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SECTION- 3
SCOPE & SPECIFICATION OF WORK & REQUIREMENT

Specification:- 1. 5GH radio accessories standard brand
2. Supply of 4F OFC standard brand
3. Supply of UPS standard brand

The contractor has to supply equipment/materials for GSM and FTTH service provision as per work order issued. No similar type of item will be accepted.

REQUIREMENT

Sl No.	Item with specification	Qty
1	5GHz radio accessories	2 nos
2	4F OFC	6.8 KM
3	UPS	1 no
4	Electric service wire	100 Mtr
5	ONU	5 nos
6	FTTH connections (Plan 1277)	5 nos

N.B:- The quantity may vary as per requirement within limited tender value.

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SECTION-4 GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. DEFINITIONS

- a) "**The Purchaser**" means the General Manager Telecom District, BSNL, Cuttack.
- (b) "**The Bidder**" means the individual or firm who participates in this tender and submits its bid.
- c) "**Letter of Intent**" means the intention of Purchaser to place the Purchase Order on the bidder.
- d) "**The Contract Price**" means the price payable to the purchaser under the purchase order for the full and proper performance of its contractual obligations.
- e) "**Successful Bidder(s)**" means the bidder(s) to whom work in this tender is awarded.

2. ELIGIBILITY CONDITIONS:

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

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

3. COST OF BIDDING

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

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, forms, 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 Purchaser in writing by FAX or by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **14 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by the Purchaser 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 Purchaser 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 purchaser and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

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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-16)

9.2 The bidder shall give the total composite price inclusive of all levies and taxes i.e packing, forwarding, freight and insurances etc. excluding GST.

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

9.4 Evaluation will be made on the gross value of the item.

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) & (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 purchaser 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 security deposit in form of PBG/DD/FD.

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 purchaser 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 Purchaser 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. SEALING AND MARKING & SUBMISSION OF BIDS

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

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

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

14.2 All envelopes (3 inner & one outer) must bear the following:

(Tender for of equipment & materials for making a Wi-Fi Campus & setup of GSM network at Pentha under Cuttack BA) "NOT TO OPEN BEFORE ()

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(Tender No. _____ dated _____ at Cuttack)

- 14.3 Bid shall be addressed to the following address
AGM (NW- PLG-CFA), Room No. 208, O/o GMTD, BSNL, Door Sanchar Bhawan, Link Road, Cuttack-753012
- 14.4 Bids delivered in person shall be dropped by that person in the tender box kept with **The AGM (NW-PLG-CFA), Room No. 208, O/o GMTD, Door Sanchar Bhawan, Link Road, Cuttack-12** on or before the date and time specified in NIT. The purchaser shall not be responsible in any way about the bids that are delivered /dropped elsewhere and/or after the last date and time for receipt of bids.
- 14.5 The tender documents can be sent by Regd. Post & should reach this office in time as specified in NIT. BSNL will not be responsible for any delay in postal transit/missing.
- 14.6 No bid shall be accepted if submitted after due date time as mentioned in NIT.
- 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.
- 15.4 The Technical bid will be opened at due date & time as mentioned in the NIT. The financial bid will be opened later which will be intimated to the bidders.
- 16. ISSUE OF LETTER OF INTENT**
- 16.1. The issue of LOI shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 16.2 The bidder shall within 14 days of issue of the LOI, give its acceptance & sign the agreement.
- 17. AWARDING/SIGNING OF CONTRACT & TENDER VALIDITY**
- 17.1 The issue of Purchase/work order shall constitute the award of contract on the bidder.
- 17.2 The normal tender period is for one year. In case of availability of estimated cost, the tender period can be extended further six months.
- 18. ANNULMENT OF AWARD**
- 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 Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.
- 19. REJECTION OF BIDS**
- 19.1 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
- 20. Purchaser's right to disqualify**
- Purchaser reserves the right to disqualify the supplier for a suitable period (not less than one year & not more than 2 years) who habitually failed to supply the equipment in time. Further, the suppliers whose equipment does not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period (not less than one year & not more than 2 years) as decided by the purchaser.
- 21. PURCHASER'S RIGHT TO BAN BUSINESS DEALINGS**
- Purchaser reserves the right to bar the bidder from participating in future tenders/EOIs/ RFPs of BSNL for a period of two years in case he fails to honour its bid without sufficient grounds.

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22. NEAR-RELATIONSHIP CERTIFICATE

- 22.1. 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.
- 22.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 22.3 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).
- 22.4. The format of the certificate is given in Section 10.

23. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

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

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SECTION-5

GENERAL COMMERCIAL CONDITIONS OF CONTRACT**1. Application**

These conditions shall apply in all the contracts made by the purchaser for the procurement of goods/services.

2. Standard

The goods/services supplied under this contract shall conform to the standards mentioned in the Technical specifications of financial bid.

3. Patent Rights

The supplier shall indemnify the purchaser against the third-party claims/actions of infringement of patent, trademark or industries design rights arising from use of the goods/services or any part thereof in Indian Telecom Network.

4. Inspection and Testing

4.1 The purchaser or its representative shall have the right to inspect & test the goods for their conformity to the specifications. Where the purchaser decides to conduct such tests on the premises of the supplier, all reasonable facilities and assistance like Testing Instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors on no charge to the purchaser.

4.2 Should any inspected or tested goods fail to conform to the specification, the purchaser may reject them & the supplier shall either replace the rejected goods or make alterations necessary to meet the specifications at his own cost, before re-offering the same for further inspection.

4.3 Nothing in this clause shall in any way release the supplier from any warranty or other obligations under this contract.

5. Delivery and documents

5.1 The goods shall be delivered in accordance with the delivery schedule specified in tender document & as per work order issued. The goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the items/goods shall be to the ultimate consignee as given in the purchase order.

6. Warranty

The equipments/ancillary items should have 12 months warranty from the date of purchase. If at any stage in this period, it is found defective and disorder, the same may be replaced or rectified immediately without any charges. The GMTD Cuttack has authority to forfeit the security deposit made for this purpose.

7. Delays in the supplier's performance.

7.1 Goods/services under the contract shall be provided strictly in accordance with the delivery schedule specified in the purchase order.

7.2 Delay(s) in the performance of delivery obligations shall render the supplier liable to any or all; of the following sanctions i.e. forfeiture of performance security (S/D), imposition of liquidated damages and/or termination of the contract for default, and/or barring the supplier for 1 year or more.

7.3 If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the good/services, the supplier shall promptly notify the purchaser 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 purchaser i.e. BSNL.

7.4 In case of the delayed supplies i.e. after the expiry of scheduled delivered period, the penalty as mentioned in liquidated damages shall be levied.

8. PERFORMANCE SECURITY

8.1 The service supplier (including 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 equal to 5% of the estimated cost within 14 days from the date of issue of LOI by the Purchaser, for a period of 1 & ½ years.

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

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

9. PAYMENT TERMS

- | | | |
|----|------------------------|---|
| a. | P.O. placing authority | --- SDOT (Kendrapara), O/o GMTD, Cuttack. |
| b. | Paying authority | --- Accounts Officer (Cash), O/O GMTD, BSNL, Cuttack |
| c. | Delivery period | --- 15 days from the date of communication of Purchase order
or as decided by the purchaser in the purchase order. |

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- d. Consignee --- As mentioned in the P.O.
- e. Ultimate consignee --- The actual Ultimate consignee will be mentioned in PO
and that is final
- f. Tender period Normally 12 months from the date of agreement.

Payment shall be made on receipt of material in good condition, Pre-receipted bills in duplicate, with delivery challan acknowledged by consignee, should be enclosed with the bill along with declaration of payment of GST amount paid.

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

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 Purchaser 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 Purchaser 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/purchaser fails to provide the service/supply the items within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
 - (b) if the supplier/ purchaser fails to perform any other obligation(s) under the Contract; and
 - (c) If the s service supplier/ purchaser, 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 purchaser.

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 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

Read, understood & compiled

Signature of Bidder with seal

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/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

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

14) Liquidated damages

- a) The date of delivery of the goods stipulated in the acceptance of tender shall be the essence of the contract & delivery 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 deliver the goods after expiry of the delivery period the consignee shall be at liberty in not accepting delivery.
- d) Should however, the deliveries be made after the expiry of the specified delivered period, without the prior concurrence of the purchaser, & also be accepted by the consignee, such deliveries will not deprive the purchaser of its right to cancel the same & ask the supplier to take back the goods or recover liquidated damages as provided under clause 14(e) below.
- e) Should the supplier fail to deliver the goods or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 1% of the value of the delayed supply for each week of delay or part thereof, subject to a maximum of 10% of the value of the delayed supply, provided that delayed goods do not in any way adversely affect the office work.

15) Penalty clause.

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

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SECTION-6
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 and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period 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-3 (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
Name
In the capacity of
Duly authorized to sign the bid for and on
behalf of

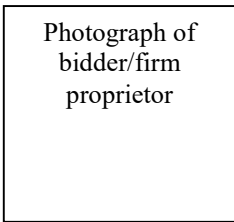
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Signature of Bidder with seal

SECTION- 7

Bidder's profile.

(To be filled in and submitted by the bidder)



1. Name of the Individual/ Firm:
2. Present Correspondence Address
-
-
3. Telephone No. Mobile No. FAX No.
- Address of place of Works/ Manufacture
-
4. Telephone No. Mobile No. Email ID
- 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 & compiled

Signature of Bidder with seal

SECTION-8

Proforma for Performance Bank Guarantee

Dated:.....

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

Sub: Performance guarantee.

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

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

2. We, "the Bank" do hereby undertake and assure to the GMTD, BSNL Cuttack that if in the opinion of the GMTD, BSNL Cuttack, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the GMTD, BSNL Cuttack the said sum limited to P.G. Amount or such lesser amount as GMTD, BSNL Cuttack may demand without requiring GMTD, BSNL Cuttack to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the GMTD, BSNL Cuttack shall be conclusive as regards the liability of Bidder to pay to GMTD, BSNL Cuttack or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and GMTD, BSNL Cuttack regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the GMTD, BSNL Cuttack shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by GMTD, BSNL Cuttack against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of GMTD, BSNL Cuttack or any indulgence by GMTD, BSNL Cuttack to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the GMTD, BSNL Cuttack under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case GMTD, BSNL Cuttack demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) O/o GMTD, BSNL, Cuttack.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Read, understood & compiled

Signature of Bidder with seal

SECTION-9

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.

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Signature of Bidder with seal

SECTION-10

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 telecom District, 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.

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Signature of Bidder with seal

SECTION-11

(On Rs. 100.00 Non-judicial stamp paper)

AGREEMENT

This contract is made between the **GMTD, BSNL (Cuttack)** party of the **first part** &

M/s _____

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

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.

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

Approved rate is annexed herewith in annexure-1/ mentioned below.

Party on the second part

Party on the first part

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

DGM(N/W-OP-CFA) Rural
O/o GMTD, Cuttack

Witness (Contractor side)

Witness (Office side)

Signature
Name & address

Signature
Name & address

Read, understood & compiled

Signature of Bidder with seal

SECTION-12

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 & compiled

Signature of Bidder with seal

SECTION – 13

DECLARATION ON CLAUSE COMPLIANCE

I _____ (authorized signatory) declare that I shall comply with all the terms and conditions of the tender documents as outlined in all the clauses unconditionally.

Place

Signature of the tenderer

Date

(Name of the Tenderer)

Read, understood & compiled

Signature of Bidder with seal

SECTION – 14

Declaration for Downloading the tender Document.

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

Date: _____

Signature of Tenderer _____

Place: _____

Name of Tenderer _____
(Along with date & Seal)

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Signature of Bidder with seal

SECTION – 15

Declaration of Non tampering of tender document

I, Sri/Smt/M/s _____ (authorized signatory)

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

Place: _____

Date: _____

Signature of bidder/Authorized Signatory

Name of the _____

Seal of the bidder: _____

Read, understood & compiled

Signature of Bidder with seal

SECTION – 16

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 _____) are true and are exact copies of the original documents/certificates are available with me.

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

Place: Signature of tenderer /Authorised signatory

Date: Name & Seal of the tenderer

Read, understood & compiled

Signature of Bidder with seal



SECTION-17 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 *	:	<input style="width: 100%;" type="text"/>			
Name *	:	<input style="width: 100%;" type="text"/>			
		<input style="width: 100%;" type="text"/>			
		<input style="width: 100%;" type="text"/>			
Address *	:	<input style="width: 100%;" type="text"/>			
		<input style="width: 100%;" type="text"/>			
		<input style="width: 100%;" type="text"/>			
Town/District*	:	<input style="width: 100%;" type="text"/>			
City *	:	<input style="width: 100%;" type="text"/>			
State*	:	<input style="width: 100%;" type="text"/>			
Postal/Pin code*	:	<input style="width: 100%;" type="text"/>	Country *	<input style="width: 100%;" type="text"/>	

Contact Details

Telephone Number : Fax No :

Email_Id
(Mandatory for E-tendering) :

Name of Contract Person : Mobile No. :

Contact Details

PAN :

Service Tax 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

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Signature of Bidder with seal

Excise Details

Excise reg no. :

Excise Range :

Excise Division :

Excise Commissioner :

Payment Transaction/Bank Details

Bank Country :

Bank Name :

Bank Address :

Bank A/C No :

Bank IFSC :

Account holder's name :

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

SWITCH Code (for Foreign Vendor):

IBAN Code (for Foreign Vendor) :

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

Industry Status

Micro/SSI Status : Yes No

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

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

Company/Vendor Authorised Signatory/Designation Date Company Seal

For Office use)

Vendor Account Group : Payment Method :

TDS – Invoice : TDS Code - Invoice :

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

Read, understood & compiled

Signature of Bidder with seal

SECTION-18 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. 590.00 in form of DD		
2	EMD in form of DD Rs.		
3	Self attested copy of firm registration (if applicable)		
4	Self attested copy of GSTIN Registration Certificate & latest return of GSTR-1		
5	Self attested copy of PAN card with latest IT return		
6	Self attested copy of experience certificate (if applicable)		
7	Self-Attested Photo copy of "Power of Attorney" as per clause no 13.3 of Section-4		
8	Self attested copy of memorandum article/ partnership deed/affidavit/proprietorship (which is applicable).		
9	Bidder's profile to be duly filled in (with photograph) & signed		Page No.
10	Bid form duly filled in & signed		Page No.
11	No near relative certificate duly filled in and signed		Page No.
12	Undertaking & declaration to be filled in & signed		Page No.
13	Declaration on clause by clause compliance.		Page No.
14	Declaration for Downloading the tender Document duly filled & signed		Page No.
15	Declaration of Non tampering of tender document duly filled & signed		Page No.
16	Undertaking regarding genuineness of the tender document/information submitted duly filled & signed		Page No.
17	All pages of tender document to be signed by bidder		All page

N.B:- The bidder has to submit required documents in a bunch putting a serial number to each document that number is to be filled in this check list. The items above from Sl No. 8 to 15 are available in tender document, to be filled in & signed by the bidder positively.

Read, understood & compiled

Signature of Bidder with seal

SECTION-19

PRICE SCHEDULE

Sl	Name of the item	Apprx Qty to be procured	Unit	Unit rate quoted in Rs. (in KM)	
				In figure	In words
1	5GHz radio accessories	2 nos	Per no		
2	4F OFC	6.8 KM	Per KM		
3	UPS	1 no	Per no		
4	Electric service wire	100 Mtr	Per no		
5	ONU	5 nos	Per no		
6	FTTH connections (Plan 1277)	5 nos	Per No		

Note:-

1. Rate should be exclusive of GST but inclusive of all other charges/any govt. levies
2. No transportation charge will be levied

Signature of bidder

Read, understood & compiled

Signature of Bidder with seal

SECTION-18

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

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

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V.** An Agent is a person, employed to do any act for another, or to represent another in dealings with third person.
- VI** The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (This is applicable for tenders of Works contracts, including Turnkey contracts).

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

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

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

Read, understood & compiled

Signature of Bidder with seal

Appendix of Section 18

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 & compiled

Signature of Bidder with seal

- (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 & compiled

Signature of Bidder with seal

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

Date.....

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

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

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

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

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

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

- i. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity):
- ii. Date on which this certificate is issued
- iii. Telecom Product / Services / Works for which the certificate is produced:
- iv. Procuring agency to whom the certificate is furnished:
- v. Percentage of L.C. Claimed:
- vi. Name and contact details of the unit of the manufacturer:
- vii. Sale Price of the product:
- viii. Ex-Factory Price of the product:
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and Total Cost value of inputs used for manufacture of the Telecom Product / Services / Works:
- 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>

Signature of the bidder

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

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

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

Signature:

Signature:

Name in Block letters:

Name in Block letters:

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

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

Signature of the bidder