



BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

O/o General Manager Business Area, Dhenkanal

AT: Dakshinakali Road, PO/Dist: Dhenkanal, Odisha-759001

TENDER NO - OD-DKL-23/13(11)/1/2022-HR-PLG-DKL OD Dated 27/06/2022

LIMITED TENDER

FOR

SUPPLY OF OPTICAL FIBER STRAIGHT JOINT CLOSURE SUITABLE  
FOR IN-HOUSING UPTO 48 FIBER  
FOR OFC NETWORK OF DHENKANAL BA

Last Time / Date for submission of Tender Bid:  
Up to 16:00 Hrs. of 12/07/2022

Time/Date of Tender Opening (Technical Bid):  
16:00 Hrs of 13/07/2022

Tender Paper Fee: Rs 590/- (including GST)

For any query please contact  
on  
SDE (Planning), Dhenkanal  
Mail to: sdemordkl@gmail.com

**SECTION-1**

**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)  
O/O THE GENERAL MANAGER, BSNL, DHENKANAL BA -759001  
NOTICE INVITING TENDER

**Tender No-OD-DK L-23/13(11)/1/2022- HR-PLG-DKL OD**  
**dated at 27/06/2022.**

On behalf of the BSNL sealed limited tenders are invited by General Manager, BSNL, Dhenkanal BA from the bonafide Firms for supply of Optical Fiber Straight Joint closure suitable for in-housing upto 48 fiber for OFC network of Dhenkanal-BA. The requirement is furnished below:

Item	Qty in Nos.	Estimated Cost in Rs	Tender Paper Cost including GST in Rs	EMD in Rs
SJC for in-housing upto 48F OFC	160	1,70,000/-	590/-	3,400/-
<b>Date / time for issue of tender paper : 27/06/2022 from 10:00 Hrs up to 12/07/2022 at 12:00 Hrs.</b>				
<b>Last Date &amp; time for receipt / dropping of tender paper : 13/07/2022 up to 14:00 Hrs.</b>				
<b>Date &amp; time of opening of Tender : 13/07/2022 at: 16:00 Hrs.</b>				

1. Eligibility criteria: The following documents are to be enclosed with the tender document.

- a) Tender document fee of Rs.590.00 in form of Cash/Cheque/DD from any Nationalized/ Scheduled bank in favour of A.O. (Cash), O/o the GMBA, BSNL, Dhenkanal (non-refundable).
- b) Required amount of EMD in the form of Bank Draft drawn from any Nationalized/ scheduled bank in favour of A.O. (Cash), O/o GMBA, BSNL, Dhenkanal.
- c) Self attested copy of registration of firm (in case of firm)
- d) Self attested copy of memorandum article/partnership deed/propertiorship (in case of Firm)
- e) Self attested copy of valid GST registration certificate.
- f) Self attested copy of valid PAN No.
- g) Self attested copy of IT return for the A.Y. 2020-21 (FY 2019-20).
- h) The bidder should have Proof of supplying OFC Joint Closure to any Govt/PSU organization during last 3(Three years before NIT date. Self attested Experience certificate to this effect to be submitted by the bidder.
- i) Original Power of Attorney (if required)
- j) Bidder's profile to be duly filled in & signed (Section-4)
- k) Bid form duly filled in & signed (Section-5)
- l) Declaration of no near relative working in BSNL/DOT/MTNL (Section-8)
- m) Undertaking and declaration (Section-9)
- n) All pages of tender document to be signed by bidder with seal.

The cost of EMD and cost of Tender paper can also be paid through online Banking/RTGS/NEFT as per the following details.

Read, understood, complied & agreed  
Signature & Seal of bidder with Date

I/255054/2022

Name of the Bank and Branch	Union Bank of India, Dhenkanal.
Accounts Name	A.O(Cash), BSNL,O/o GM, BA, Dhenkanal
Account Number	540501010012016 - Current Account
IFSC Code	UBIN0554057
Address of the Bank	Meena Bazar, Jagannath Road, Dhenkanal
MICR Code	759026002
Mail Id :	<a href="mailto:gmtddk110@rediffmail.com">gmtddk110@rediffmail.com</a>
Contact No	Mobile No. 9437285947

N.B:- The successful bidders have to produce original documents for verification as and when called for.

The MSME units shall be exempted from submission of Bid Security deposit & free of tender paper cost, on production of requisite proof in respect of valid certification from MSME for the tendered item.

The tender paper should be submitted in a sealed cover superscribed as 'LIMITED TENDER DOCUMENT FOR SUPPLY OF OFC JOINT CLOSURE FOR DHENKANAL-BA' and should be addressed to the SDE (Planning), O/o GMBA, BSNL Bhawan, Dakhinakali road, Dhenkanal-759001. The tender paper may be sent either by Registered post or may be dropped in the Tender Box available in the O/o SDE (Planning), Room No. 204, BSNL, O/o GMBA, Dhenkanal. BSNL is not responsible for Postal/courier delay.

#### **General Instructions.**

1. Limited tender document can be obtained from SDE (Planning), O/o GMBA, Dhenkanal on production of DD of amount Rs 590/- as tender document fee OR free of cost by production of requisite MSME Certificate.
2. Type of tender-Two stage bidding. (In this system the outer envelope will contain two envelopes inside. One with techno-commercial bid and other with financial bid document both sealed separately.
3. Last date and time of submission of bid document: - As mentioned in the table above.
4. Date and time of opening of bid document: - As mentioned in the table above.
5. Place of opening of Tender bids: Room No-204, O/o SDE (Planning), O/o GMBA, BSNL, Dhenkanal,
6. Rejection of tender: - Unsealed, Late receipt, incomplete, ambiguous and conditional tender will be summarily rejected.
7. If the last date of tender paper receipt and opening of tender is declared a holiday or observed a BANDH due to any reason, the next working day as per schedule time will be treated as last date of receipt and opening of the tender.
9. The goods/ services supplied under this contract shall conform to the standards mentioned in the technical specifications of financial bid.
10. The successful bidder will be issued purchase order from this office.
11. The successful bidder will supply the materials within 7 days from the date of issue of PO.
12. Successful bidder will have to deposit additional amount of 3% of Estimated cost as performance Security deposit  
(Earlier submitted EMD may be converted to PSD by addition of 1% more).

I/255054/2022

15. After successful completion of tender the PSD will be refunded.
16. Consignee: SDE (Planning), O/o GMBA, BSNL, Dhenkanal. Actual quantity will be mentioned in the PO.
17. The approved Bidder should supply the materials within the scheduled time as specified in the purchase order. For delayed supply, L.D. charges will be levied at the rate of 1% of the value of the Purchase Order per day and maximum up to 10% will be deducted from the bill.
18. Tender validity period – 180 Days
19. The GMBA, Dhenkanal reserves the right to accept or reject any or all the tenders without assigning any reason what so ever and is not bound to accept the lowest tender.

Dy. General Manager  
O/o GMBA, BSNL, Dhenkanal

Copy to:- 1. Notice Board of the GMBA, Dhenkanal

**SECTION-2**  
**SCOPE OF WORK**

1. The bidder has to supply Optical Fiber Straight Joint closure suitable for in-housing upto 48 fiber for OFC network under Dhenkanal-BA.
2. The price to be quoted strictly as per proforma given in Section-10. Any deviation may lead to rejection of tender.
3. The quantity for supply of OFC Joint Closure may vary as per requirement. However, the tentative quantity is mentioned in section-1.

4. Vendor's responsibilities:-

- a. To ensure that the OFC Joint Closures supplied by the vendor shall be compatible for the OFC Network under BSNL.
- b. The Supplier at his own cost shall arrange for supply of the OFC Joint Closure at the Consignee Address.
- c. The supplier shall supply the OFC Joint Closure as and when required by BSNL during the Tender validity period.

NB- These quantities given above are tentative and may vary at the time of placement of purchase order as per need of field units.

5) TECHNICAL SPECIFICATIONS:-

- a. It should be restriction of hazardous substances (RoHS) compliant
- b. It should be Dome type (one end close, one end open and can be sealed)
- c. It should be Suitable for buried applications.
- d. It should be Integrated seal, airtight and weather proof.
- e. Fiber capacity inside the joint box –48 fiber or more f. No. of Tray - 4 or more

6. GUARANTEE / WARRANTY

6.1) The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/ or otherwise and shall remedy such defects at its own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for/and acceptance of goods, but shall expire after the tender validity period.

6.2) If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the clause 6.1 shall apply to the portion(s) of the equipment so replaced. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

## SECTION-3

Commercial & Special Conditions**01. BID SUBMISSION**

SEALING AND MARKING OF BIDS: The Bid contains two parts.

The first part (Envelope-A) should contain the followings and super scribed as "Technical Bid"

- (a) Tender paper fee in original
- (b) EMD/ Bid Security in original
- (c) The power of attorney in original (If applicable).
- (d) Documents as per check list in Section-1 (Page-2)
- (e) Tender document with seal and signature of the bidder on each page.

The second part (Envelope-B) should contain Financial Bid duly filled with quoted prices with seal and signature at the bottom of each page super-scribing "FINANCIAL BID".

NIT No., Name & Address of the bidder should be clearly written on both the envelopes and these should be addressed to "SDE (Planning), O/o GMBA, Dhenkanal-759001". Both these envelopes should be sealed properly.

Both these sealed envelopes i.e envelope-A and envelope-B are to be kept inside a larger and single envelope and again sealed properly , which is to be super scribed as "LIMITED TENDER DOCUMENT FOR SUPPLY OF OFC JOINT CLOSURE FOR DHENKANAL-BA", "Not to be opened before 16:00 Hrs of 13/07/2022". NIT No., Name & Address of the bidder should also be clearly written on this larger/outer envelope and this should be addressed to "SDE(Plg), Room No.204, O/o GMBA, BSNL Bhawan, AT: Dakhinakali Road, PO/Dist: Dhenkanal-759001". BSNL will not be responsible for delay receipt of envelope due to any kind of postal delay or any other means. Late (delay) receipt envelope after closing time/date of submission of tender will not be accepted.

Only Technical bids will be opened on the 13/07/2022 at 16:00 hours and the interested parties can make it convenient to be present at the time of opening the bids. Late bids will not be accepted. The last date of receipt/opening the tender will be extended to the next working day if the schedule date becomes a holiday.

Financial bids of only techno-commercially responsive bidders will be opened on a later date for which those bidders will be intimated by notice or e-mail. Non-responsive bidders will not be intimated regarding opening of financial bid.

**2) 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 respective state(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 is 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 partners in favour of the said attorney.

**3) ISSUE OF LETTER OF INTENT (LOI):**

The issue of an LOI shall constitute the intention of the Tendering authority to enter into the contract with the bidder. The bidder shall within 5 days of issue of the LOI give his unconditional acceptance to the terms & conditions of tender in writing along with performance security of 3% of tender cost either in Cash/Cheque/DD from any Nationalized/Scheduled

I/255054/2022

bank in favour of A.O. (Cash), O/o the GMBA, BSNL, DHENKANAL OR in the shape of Bank Guarantee for a valid period of warranty period months in conformity with Performa at Section-7 provided with the bid documents.

4) SIGNING OF CONTRACT & AWARD OF WORK:

The issue of work order shall constitute the award of work on the bidder. Upon the successful bidder furnishing the performance security, the tendering authority shall discharge its bid security. The accepted/approved rates will be operative for one year or till the contract valid from the date of agreement. The GM , Dhenkanal BA may extend or reduce the contract period up to six months. GM Dhenkanal BA reserves the right to increase or decrease the quantity by +/- 25%. The material has to be delivered within 15 days of issuing PO to the respective consignee mentioned in the PO.

5) **Court Jurisdiction:**

The contract shall be governed by Indian Laws and Courts at DHENKANAL and will have the jurisdiction to entertain any dispute or claim arising out of this tender till issue of Work order.

6) **Paying Authority:**

“Accounts Officer (Cash), BSNL, O/o GMBA, Dhenkanal.”

7) **Payment Terms & conditions:**

7.1 Payment of 100 % of the price shall be made on receipt of goods by consignee and submission of satisfactory certificate. For claiming this payment the following documents are to be submitted to the paying authority. However payment is subject to allotment of fund by Circle Office, Bhubaneswar.

- (a) Invoice clearly indicating break up details of composite price i.e. Basic, GST, any other Duties and Taxes, Freight/Packing Charges etc.
- (b) Acknowledged Delivery Challan in original.
- (c) Certified copy of Original Warranty/guarantee certificates/Cards for the supplied batteries. To be certified by the consignee.

7.2 **PRICES:**

- i) Prices charged by the Supplier for Goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.
- ii. (a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time.
  - b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in this taxes/duties for the supplies made from the date of enactment of revised duties/taxes.
  - c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
- iii) Any increase in taxes and other statutory duties/levies after the expiry of scheduled delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties, shall be passed on to the purchaser by the supplier.
- iv) Prices offered to other than L1 bidder shall not exceed the L1 price.

8) Sub Contracts are not allowed under the scope of this tender.



I/255054/2022

## 9) Delay in Contractor's Performance

Delivery of the Goods and performance of the services shall be made by the Contractor in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

10) Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:

- i) forfeiture of its performance security,
- ii) imposition of liquidated damages, and/ or
- iii) Short closure of the contract in part or full and/ or termination of the contract for default.

11) The approved contractor/vendor or his labour/staff will not claim any appointment temporary or permanent in BSNL whatsoever. The bidder must comply & abide by all the labour laws, statutory laws and provisions as applicable from time to time.

## 12. Non- Participation of near relatives

(i) The bidder should give a certificate that none of his/her near relative is working in the units where he/she is going to apply for the tender.

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)

(ii) In case of proprietorship firm, the above certificate (non-participation of near relatives) will be given by the Proprietor. For the partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Govt. of India/Financial Institutions nominees and independent non official part time directors appointed by Govt. of India or the Governor of state. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and security will be forfeited at any stage whenever it is noticed. The company or firm or the person can also be debarred for further participation in the concerned unit.

## 13. ARBITRATION:

a. In the event of any question, dispute or difference arising under this agreement or in connection there with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the General Manager, BSNL, DHENKANAL BA 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 being entrusted whether in addition to the functions of the General Manager, BSNL, DHENKANAL BA or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the General Manager, BSNL, DHENKANAL BA or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the General Manager, BSNL, Dhenkanal BA or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

Read, understood, complied & agreed  
Signature & Seal of bidder with Date

Page 8



I/255054/2022

- b. 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, BSNL, Dhenkanal BA 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.
- c. 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.
- d. The venue of the arbitration proceeding shall be the Office of the General Manager, BSNL, Dhenkanal BA or such other places as the arbitrator may decide.

#### 14. 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 the 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 or 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.

**SECTION- 4**

**Bidder's profile.**

(To be filled in and submitted by the bidder)

**A) Tenderer's Profile**

1. Name of the Individual/ Firm: .....

2. Present Correspondence Address .....

.....

Telephone No. .... Mobile No. .... FAX No.

.....E-Mail

3. Registered Office .....

.....

Telephone No. .... Mobile No. ....E-

Mail.....

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

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

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

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

.....  
.....

7.A Permanent Account No. : .....

7.B GST Registration No(s).....

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.....

Seal and Signature of contractor

.....

Date ..... Name of Contractor .....

N.B. - Messages informed vide this telephone, number OR mobile number OR Fax OR E-mail will be treated as official communication. So, submission of this information is mandatory.

I/255054/2022

BID FORM

From (Bidder) To (Purchaser)

.....  
.....  
.....

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

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

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

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

Signature ..... Witness Name

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

AGREEMENT

An agreement made on this day ..... between GMBA, Dhenkanal, BSNL include his successors and assignees on the one part and .Sri/ M/s.....having his/ its residence/ Office at..... (Actual through its constituted attorney hereinafter called "Successful Bidder" (Which term shall include their heirs, executors, successors and assignees on the other parts.

Whereas the BSNL is desirous of procuring supply of Optical Fiber Straight Joint closure suitable for in-housing upto 48 fiber for OFC network of the GMBA, Dhenkanal, BSNL as detailed in Tender No..... dated - .....

And whereas the Successful Bidder is ready and willing for supply of the above said batteries in accordance with the terms & conditions laid down in the Tender.

Now through this agreement, it is hereby agreed and declared as follows.

- 1.The Tender notice, General Terms and conditions stipulated in the Tender Document, Tender schedule, vide Tender No. ...., Dated ..... (along with its enclosures) annexed hereto and such other additional particular instructions drawing as may be found requisite to be given during execution of the work shall be deemed and taken to be integral part of this contract and also be deemed to be included in the expression " Agreed documents" wherever herein used.
- 2.In consideration of the payment to be made to the Successful Bidder for the supply of Optical Fiber Straight Joint closure suitable for in-housing upto 48 fiber for OFC network, the Successful Bidder hereby agrees to carry out the supply works in accordance with the agreed document.
- 3.The party at second part called as "Successful Bidder" also declares that none of his/her relatives as defined in the tender document is working as an employee in BSNL in Orissa Telecom Circle.
- 4.The GMBA, Dhenkanal, BSNL reserves the right to amend, modify or cancel this Tender at any time without assigning any reasons.
5. The Tender shall be in force for twelve months with effect from ..... to .....

In witness where of the particulars here to have executed these present the day and the year first above written.

Signed & delivered by & Signed & delivered for & on behalf on behalf of the Supplier of GMBA, BSNL, Dhenkanal.

In the Presence of: In the Presence of:

1.Signature: 1. Signature: Name: Name: Designation: Designation:

2.Signature: 2. Signature: Name: Name: Designation: Designation:

I/255054/2022

SECTION- 7

FORMAT OF PERFORMANCE BANK GURANTEE  
(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

Sub: Performance guarantee.

Whereas .....(hereafter referred to as BSNL) has issued an AWO no. .... Dated ...../...../20.... awarding the work of ..... to M/s ..... R/o ..... (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of ..... 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 BSNL that if in the opinion of the BSNL, 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 BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL 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 BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL 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 BSNL 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 BSNL 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 BSNL 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 BSNL or any indulgence by BSNL 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.

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Read, understood, complied & agreed  
Signature & Seal of bidder with Date

I/255054/2022

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 BSNL 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 BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL, O/o GMBA, Dhenkanal." payable at Dhenkanal.

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 .....



## SECTION-8

### **Certificate on non-working of near relatives in BSNL / DOT /MTNL**

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 /DOT/MTNL. 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.

Seal and Signature of bidder  
Date.

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 separately.

## SECTION-9

### 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 Bidder 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 bidder from participation in its future tenders.
3. I swear that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

Date: .....

Signature of Bidder

Place: ..... Name of Bidder .....

Along with date & Seal

## Section – 10,

**Financial BID**

TENDER NO - OD-DKL-23/13(11)/1/2022-HR-PLG-DKL OD, Dated 27/06/2022

Name of Item	Basic Price In Rs (Without GST)	Qty in Nos. (Appx)	Total Amount in figures Rs.	Total Amount in words
SJC for inhousing upto 48F OFC		160		

NOTE : The item has to be delivered at Dhenkanal,

Place ..... Date ..... Seal and Signature of the bidder