

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)
Office of the General Manager Business Area
Cuttack- 753012

E -TENDER DOCUMENT FOR FOR PROVIDING DRIVER ON MONTHLCONTRACT BASIS/DAILY BASIS IN CUTTACK BUSINESS AREA- 2022-2023

Tender G-234(PART-III)/20-21/1

Dated: 07 .11.2022

Cost of Tender Document: Rs.590/-

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

NOTE: Only One Tender form should be used

Total number of Pages: 1 to 62

TABLE OF CONTENTS

Section	Content	Page No.
QUALIFYING BID DOCUMENT		
	Cover Page	1
	Index	2
Section-I	Notice Inviting tender	3
Section-II	Requirement of Drivers	7
Section-III	General Terms & conditions of the contract	8
Section-IV	Safety of labour & BSNL Property	27
Section- V	Scope & specification of work	28
Section- VI	Formats for Declarations,Undertakings,Agreement and Certificate	29
Annexure-A	Agreement	30
Annexure-B	Declaration of Non Tampering of tender document	32
Annexure-C	Declaration of Clause by clause compliance	33
Annexure-D	Certificate on non-working of near relatives in BSNL	34
Annexure-E	Declaration for downloading the tender document	35
Annexure-F	Proforma for Performance Bank Guarantee	37
Annexure-G	Letter of Authorization for attending Bid Opening Event	39
Annexure-H	Tender's profile	40
Annexure-I	Mandate form for transfer of payment through Electronic Clearance /Electronic fund Transfer	41
Annexure-J	Bid Form	42
Annexure-K	Under taking labor license	43
Annexure-L	Under taking regarding Guidelines of the documents/information submitted	44
Annexure-M	Acceptance letter	45
Annexure-N	Vendor master form	46-48
Annexure-O	Correction of Customer ID for tender	49
Annexure-P	Undertaking regarding black listing/Prosecution of the firms	50
Annexure-Q	Deed of Indemnity	51
Section -VII	Check list	52
Section -VIII	Instructions to bidders in pursuant Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security	53-54
Appendix of Section VIII	Make in india	55-57
Annexure-A	Format for Self Certification Reg LC telecom Product/Service or Works	58-59
Annexure-B	Certificate to be submitted by the bidder and its technology partner	60
Section-IX	FINANCIAL BID DOCUMENT Rate sheet	62

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

SECTION-I
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
Office of the General Manager Business Area
Cuttack 753012
NOTICE INVITING TENDER

E-TENDER FOR ENAGEMENT OF DRIVERS ON MONTHLY CONTRACT BASIS IN CUTTACK TELECOM DISTRICT

1. On behalf of Bharat Sanchar Nigam Limited (BSNL), e-Tender is invited on two stage bidding system from reputed Manpower Providing Agency having adequate experience in the field of providing Drivers with vehicles on Monthly Contract Basis or on daily contract basis fulfilling the eligibility conditions, as per tender document to run Departmental vehicle under Cuttack BA.

Sl.No.	Item	Particulars
1	Tender Notice No & date	Tender G-234(PART-III)/20-21/1 Dated: 07.11.2022
2	Tender item	ENAGEMENT OF DRIVERS ON MONTHLY CONTRACT BASIS/DAILY BASIS IN CUTTACK TELECOM DISTRICT
3	Tender Document can be downloaded from date	http://odisha.bsnl.co.in/new-tender.html or https://etenders.gov.in/eprocure/app up to 11.00 Hrs of 15.11.2022
4	Date of receipt of queries from bidders by	21.11.2022 up to 13.00 Hrs
5	Reply of queries by BSNL	Before 18.00 Hrs of 24.11.2022
6	Last Date of Submission of Tender	06.12.2022 up to 11.00 Hrs
7	Date & Time of Opening of Tender (Technical Bid only)	07.12.2022 at 11:00Hrs
8	Amount of Bid Security as in Section II.	The cost of EMD and cost of Tender paper to be paid through online Banking/RTGS/NEFT as per the Section-I, Para 2(b)
9	Cost of Tender paper	The cost of Tender paper to be paid through online Banking/RTGS/NEFT as per the Section-I, Para 2(b).
10	Tender Estimated Cost	Rs. 6,30,000(Rupees Six lakhs thirty thousand) only
11	No. of Drivers required on hiring basis	Approximate requirement of drivers is 04(four) nos & the number of driver may vary at any time during the period of contract
12	Date and Time of opening of Financial Bid	Will be intimated to Technically qualifying bidders at a later date

Note:

- (a) In case the last date of submission / opening of bid is declared to be a holiday, last date of submission / opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid submission/ opening date due to any other unavoidable reasons will be notified through the BSNL web site <http://odisha.bsnl.co.in/new-tender.html> or <https://etenders.gov.in/eprocure/app>
- (b) (i)The MSE bidders are exempted from payment of cost of tender paper and bid security (EMD)

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

2(a) The Tender document can be downloaded from the website: <http://odisha.bsnl.co.in/new-tender.html> or <https://etenders.gov.in/eprocure/app> and to be submitted in e-format. Cost of Tender Document and Earnest Money Deposit (EMD) have to be submitted as per following details given in Para 2(b).

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

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

The scanned copies of the E-Payment receipt towards EMD/BID security, Cost of bid document have to be uploaded in the Website <http://odisha.bsnl.co.in/new-tender.html> or <https://etenders.gov.in/eprocure/app>

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

3. (a) *Intending bidder may obtain copy of Tender document from the <https://etenders.gov.in/eprocure/app> on payment of Rs. 590/- only (Rs 500/-+18% GST) (Non-Refundable) on all working days. The payment shall be accepted in the form of A/c Payee Demand Draft, drawn in any Scheduled Bank in India in favour of AO (Cash), BSNL, O/o GMTD CUTTACK.*

3. (b) BSNL has decided to use the process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

3. (c) The bidders shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on Web-site (<https://etenders.gov.in/eprocure/app>) as per Annexure – E of Section VI.

3. (d) In case of any correction/ addition/ alteration/omission is found in the original tender document; the tender bid shall be treated as non-responsive and shall be rejected.

4.(a) **The bidder should have experiences in providing Drivers on Monthly Contract Basis or other**

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

manpower on contract basis in BSNL/MTNL/Other PSUs/Central Govt / state Govt / state PSU of **Rs.2,20,500/-(Rupees two Lakhs twenty thousand five hundred) only taken together during the last 3(Three) financial years, 19-20 ,20-21 & 21-22.** Experience certificate in this regard is to be issued by an officer not below the rank of **Deputy General Manager or equivalent.** Experience certificate issued by an officer not below the rank of DGM / TDM / equivalent or above officer.

4(b)Tender information

i.Type of Tender : Single stage submission & two stage opening.

Digitally signed online bids are to be submitted in single stage Binding and two stage opening e-tendering process using two electronic Envelopes from the eligible bidders by the time and date specified in the Bid Documents.

Note: - The will be evaluated techno commercially first and thereafter financial bids of techno-commercially complaint bidders only, shall be opened.

ii.Bid validity Period:- The bid will remain valid for 150 days from the tender opening date.

iii.The electronic envelope will contains documents satisfying the eligibility/Technical & commercial condition in first envelope called Techno Commercial envelope and 2nd envelope called as financial envelope contacting financial bid /Quote

5. Techno commercial envelopes shall contains:-

i.Scanned copy of EMD or Scanned copy of exemption certificate.

ii. Scanned copy of payment of cost of Tender documents or Scanned copy of exemption certificate.

iii. Certificate (showing) fulfillment of eligibility criteria(s) stated in clause of the details in NIT.

iv. Power of attorney (PoA) and authorization for executing the power of attorney in accordance with clause in the NIT(not required in case of proprietary/Partnership firm if the proprietor/partnership himself sign the documents) .

6..Copy of articles and memorandum of association or partnership deed or proprietorship deed as the case may be.

7.details of the firm along with list of directors on the Board of the company, list of partners, as applicable.

8.Bidders profile & questionnaire duly filled & signed as per NIT

9.Indeminty bond declaration for indemnifying BSNL against any non compliance by bidder towards all applicable statutory requirements, if work is awarded as per Annexure-Q

10.letter of authorization for attending bid opening event as per Annexure-G

11.No Near relationship certificate dully filled & signed as per Annexure-D

12.Undrtaking & declaration dully filled & signed as per NIT

13.Tender /Bid form Section-I

14.Document as per check list-section -VII

15.Declaration reg.Firm is not black listed by GST/EPF/ESIC authorities as per NIT.

16.GST registration with latest GSTR-1

17. PAN card & latest IT Return

18. EPF/ESI Registration and latest payment Slip.

19. Valid contractor registration

20. Financial envelope shall contain:-

i.Price schedule as per section IX.

21.Offline document :-The Vendor should have turn over in the last 3 audited financial year 19-20,20-21,21-22 of total 9 lakhs.The turn over certificate is duly certified by a chartered

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Accountants with valid (UDIN)

The following documents can be submitted offline(i.e offline submission) to AGM(HR&Admn),Room No.201(A),Door Sanchar Bhawan link Road,Cuttack-12 on or before 30.11.22. a sealed envolpe.The envelope shall bear the tender number, name of work ad the phrase. "Do not open before due date."

i.EMD-Bid security(in original)

ii.FDR/NEFT/RTGS/DD/Banker cheques of Tender fees (in original)

iii.Power of Attorney in accordance with the clauseof sectionparaand authorization for executing the power of attorney.

iv.intigraet part (on plain paper ,applicable only if tenders estimated value exceeds the threshold of Rs.10.0 corers for applicability of integrity part as per letter no.CA/MMT/15-02/2014 DATED 16.10.2018)

22.(b) The Bidder must have license from state govt. odisha to providing Drivers with vehicles on Monthly Contract Basis or other manpower on contract basis.

4. (c) The documents as listed out in Section VII should be uploaded in the bsnl website <http://odisha.bsnl.co.in/new-tender.html> or <https://etenders.gov.in/eprocure/app>.

23. BSNL has adopted e-tendering process which offers a unique facility for „Public Online Tender Opening Event (TOE)“. BSNL’s Tender Opening Officers as well as authorized representative of bidder can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, bidders or their authorized representatives can attend the Tender Opening Event at the **1st Floor, Room No – (201)(A), Door Sanchar Bhawan Link Road,Cuttack-73012** where BSNL’s Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE). Incomplete, ambiguous, Conditional tender bids are liable to berejected.

24. **General Manager Cuttack BA** reserves the right to accept or reject any or all tender bids without assigning any reason and is not bound to accept the lowest tender.

25.All documents submitted in the bid offer should be preferably in English. In case the certificate viz., experience, registration etc., is issued in any language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator in addition to the relevant certificate. All computer generated documents should be duly signed by the bidder.

26.All statutory taxes as applicable shall be deducted at source before payment.

DGM (Admn)
O/o GM,,BSNL,Cuttack BA,

**SECTION – II
REQUIREMENT OF DRIVERS**

No. of Drivers, Controlling Officer, EMD, BID Security, Tender Paper Cost and PBG Cost.

Sl. No.	Location	No of Drivers	Controlling officer	Estimated Cost	EMD / BID Security Amount (In Rs.)	PBG Amount (In Rs.)	Tender Paper Cost (In Rs.)
1	GM Office, Cuttack	4 nos	-----	Rs. 6,30,000	Rs.12600/-	Rs.31500/-	590/- (Rs.500+18% GST)

NB: - The number of Drivers may increase or decrease as per requirement after getting prior approval from the competent authority i.e. GM, BSNL, Cuttack,BA.

Tender information

1. Type of Tender: Single stage submission & two stage opening.

Digitally signed online bids are to be submitted in single stage Binding and two stage opening e-tendering process using two electronic Envelopes from the eligible bidders by the time and date specified in the Bid Documents.

Note: - The will be evaluated techno commercially first and thereafter financial bids of techno-commercially complaint bidders only, shall be opened.

2. Bid validity Period:- The bid will remain valid for 150 days from the tender opening date.

3. The electronic envelope will contains documents satisfying the eligibility/Technical & commercial condition in first envelope called Techno Commercial envelope and 2nd envelope called as financial envelope contacting financial bid /Quote

a. Techno commercial envelopes shall contain:-

1. Scanned copy of EMD or Scanned copy of exemption certificate.

2. Scanned copy of payment of cost of Tender documents or Scanned copy of exemption certificate.

3. Certificate (showing) fulfillment of eligibility criteria(s) stated in clause of the details in NIT.

4. Power of attorney (POA) and authorization for executing the power of attorney in accordance with clause in the NIT of section.....(not required in case of proprietary/Partnership firm if the proprietor/partnership himself sign the documents) .

5. Copy of articles and memorandum of association or partnership deed or proprietorship deed as the case may be.

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

6. Details of the firm along with list of directors on the Board of the company, list of partners, as
Applicable.
7. Attestation of the Signature of the authorized signatory, issuing POA, by Bank.
8. Bidders profile & questionnaire duly filled & signed as per Section-
9. Indemnity bond declaration for indemnifying BSNL against any non compliance by bidder towards all applicable statutory requirements, if work is awarded as per Annexure-
10. Letter of authorization for attending bid opening event as per section.....
11. No Near relationship certificate duly filled & signed as per section
12. Undertaking & declaration duly filled & signed as per section
13. Tender /Bid form Annexure-J
14. Document as per check list as per section VII
15. GST registration with latest GSTR-1
16. PAN Card & latest IT Return
17. EPF/ESI Registration and latest payment Slip.
18. Valid Contractor Registration.
19. Declaration Reg. Firm is not black listed by GST/EPF/ESIC authorities as per Annexure-P

SECTION – III
GENERAL TERMS AND CONDITIONS AND INSTRUCTIONS FOR BIDDERS/TENDERERS
& ELIGIBILITY CRITERIA

DEFINITIONS

- (a) **“The User”** means the GM, BSNL, Cuttack, BA Orissa Circle, acting on behalf of CMD, Bharat Sanchar Nigam Limited.
- (b) **“The Bidder”** means the individual or firm who participates in the tender and submits its bid.
- (c) **“The Contractor”** means the individual or firm providing Driver works under the contract.
- (d) **“The Service”** means the supply of driver which the contractor is required to provide to the user under the contract.
- (e) **“The letter of intent”** means the intention of the user to place the work order on the bidder.
- (f) **“The work order”** means the order placed by the user on the contractor signed by the user including all attachments and appendices there to and all documents incorporated by reference therein. The work order shall be deemed as “Contract” appearing in the document.
- (g) **“The Contract Price”** means the price payable to the contractor under the work order for the full and proper performance of its contractual obligations.

B) SCOPE OF TENDER:-

The Bidder is required to provide drivers on 'Monthly Contract Basis' **for a initial period of one year from the date of commencement of services or daily contact basis**

Terms and Conditions:

- (a) “BSNL” or “The Nigam” or “The Tendering Authority” means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) acting on behalf of the President of India and represented by the GENERAL MANAGER, BSNL, CUTTACK BA.
- (b) "The Bidder" means the individual or firm who participates in this tender & submits its bid.
- (c) "The Work Order" means the order placed by the BSNL on the Bidder signed by the Engineer-in- Charge of BSNL including all attachments & appendices thereto and all document incorporated by reference therein. The work shall be deemed as "Contract" appearing in the document
- (d) "The Contract Price" means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.
- (e) “Site Engineer” means the concerned Sub-Divisional Officer (Phones) or Sub-Divisional Officer (Telegraphs) or Accounts Officer in-charge of this Telecom District under whom the contractor will provide the requisite number of Driver on 'Monthly Contract Basis' **for a initial period of one years from the date of commencement of services**, as per actual requirement of concerned site Engineer.
- (f) “Engineer In-Charge” means the controlling DE/AGM/CAO of respective Site Engineer of this Telecom District who is designated as the “Engineer in-Charge” of respective “Site Engineer”
 - (g) “E-Tender Portal” means the website “<https://etenders.gov.in/e procure/app>” who is providing e Tendering solution to BSNL.
 - (h) “ETS” means the Electronic Tendering System through the e-Tender Portal

GST Compliance

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

The bidder should submit valid GST regn. certificate or mention as unregistered dealer as per GST act.

- (i) A self declaration that the bidder is not blacklisted by GST authorities
- (ii) In case the bidder get blacklisted during the tenure of contract then any loss suffered by BSNL will be recovered from the bill / security money.
- (iii) If the bidder has multiple GST number then all such numbers will be provided.
- (iv) The bidder should submit correct HSN / SAC codes the bidder will be responsible for loss to BSNL owing to wrong furnishing of the HSN / SAC codes.
- (v) The bidder should submit GST invoice / Debit & Credit Note as per rule.
- (vi) The bidder should submit the latest GSTR-1

It would be responsible of the supplier to declare correct information of invoice and to file GST returns in time enabling BSNL to avail Tax credit. Any loss by BSNL for not complying GST provisions will be recovered from the bidder.

1. The Bidder/Tenderer should have a experience of providing Drivers with vehicles on Monthly Contract Basis or on daily contact basis.
2. The Bidder/Tenderer should be possessing/holding a valid License issued by Central/State Government/concerned Department of Government for providing Contract Labour under the Contract Labour (Regulation and Abolition) Act. In case any other permission or Certificate is required for providing Contract Labour to the Company, the Bidder/Tenderer will be required to submit the same within one month of award of the work. The successful Bidder/Tenderer would be required to deploy Driver as per norms prescribed under the said Act.
3. The Bidder/Tenderer should be registered with Service Tax/GST Authorities and should have a valid Service Tax Registration Number issued by Service Tax Authority.
4. The Company will debar Bidders/Tenderers having relatives working in The BSNL from tendering in any capacity. A Non-relationship Certificate is required to be submitted as per **Annexure -D** of the Tender Document.
5. The Bidder/Tenderer should be abide by following condition:-
 - (A) Pay the total amount of Monthly Wages, Overtime and other charges mentioned in the Tender Document to the drivers deputed for our Company **through "E-transaction" and/or through "Account Payee Cheque" only**. Payment of amount of Wages to the drivers in Cash by the Bidder/Tenderer is prohibited and will not be accepted.
 - (B) Provide alternative driver, whenever the regular driver deputed by them is not reporting for duty and/or is on leave treating it as a Mandatory Requirement so as to ensure continuity of services of driver to BSNL. In case of failure to provide alternate driver the Bidder/Tenderer should be ready to bear the penalty imposed as per the terms and conditions of the Tender Document. **Please note the penalty for not providing alternate driver in the absence of regular driver by the Bidder/Tenderer is to be borne by the Bidder/Tenderer. The Bidder/Tenderer will not be allowed to pass on the penalty amount to the driver deputed by them.**
 - (C) The Bidder/Tenderer are required to submit "Letter of Acceptance" in this regard as per specimen enclosed as **Annexure -M** and non-compliance of the above requirement or any requirement given in this Tender Document and any deviation in compliance of the requirement mentioned in the Tender Document will be treated as a default in providing satisfactory services. In such an event, the GENERAL MANAGER, BSNL, CUTTACK BA, Cuttack reserves the right to cancel the Work Order given to Bidder/Tenderer and the Security Deposit deposited with the Company by such Bidder/Tenderer will be forfeited.
6. The Tenders from Individual / Firm / Organization including its Partners / Shareholders / Directors

who have been blacklisted / prosecuted by any departments / statutory bodies in any State or by any Court of Law, shall not be entertained. An Undertaking on the Letter Head of the Company as per specimen given in **Annexure -P** is required to be submitted along with Technical Bid.

7. The Tenders from Bidders who's Technical Bid(s) were earlier rejected by BSNL on account of fake supporting documents etc. shall not be entertained.. The Tenders/Bids should be valid for a period of **atleast 150 days from the date of opening of Technical Bid of tender.**
8. The **duration of the Contract will be for a initial period of one year from the date of commencement of services after award of contract on the rates quoted** by Bidder/Tenderer in the Financial Bid **with a provision to extend the contract for a further period of one year** by same rate, terms and conditions of the tender subject to maximum \pm 25% of total tender cost on providing satisfactory and efficient services with increase in tender cost. The rates of "Service Charges" quoted by the Bidder/Tenderer in their Financial Bid shall remain fixed during the currency of the Contract for a initial period of one year and no revision in rates will be permitted.

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

I) Contents of the Bid:

The bid contains three parts –

Part A: - The scanned copies of the Payment of Cost of Tender paper and EMD through online/RTGS/NEFT/FDR/TDR/Bank Guarantee from scheduled / Nationalized Bank & Power of attorney (If applicable) have to be uploaded in the e-Tender Portal of <https://etenders.gov.in/eprocure/app>

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

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

BID OPENING AND EVALUATION:-

10. Financial bids & Technical bids shall be submitted by the bidder at the same time. The bids will be opened in two stages. The Tendering Authority will open the technical bids in the presence of bidders or their authorized representatives on the due date, i.e., dated _____ at 15:00 Hrs. The bidder or one of his authorized representatives shall be permitted to attend the bid opening. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening as per **Annexure -G**. The bidders can view the opening details after the Tendering Authority opened them.

a. The bidder or his representative, who is present, shall sign in tender opening register.

B. The date fixed for opening of bids, if subsequently declared as holiday by BSNL, the revised date of schedule will be notified in the e-Tender Portal. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.

C. Technical bids will be evaluated by the Tendering Authority and after completion of the technical Evaluation; the eligible bidders list for the financial bid opening will be made available in the e-Tender Portal. Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.

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

PLACE OF OPENING OF TENDER BIDS

11. Authorized representatives of bidders (i.e. vendor / organization) can attend the Tender Opening Event (TOE) at "**Room No – 201(A), 1st Floor, Door Sanchar Bhawan, Link Road, Cuttack 753012**", where BSNL Tender Opening Officers would be conducting through online e-Tender as per NIT. If due to administrative reasons, the date and venue of e- Bid opening is changed, same will be displayed prominently in the notice board of the e-Tender Portal.

12. The Tenderer/Bidder has to submit Earnest Money Deposit of **Rs.12600/-** & the cost of EMD and

cost of Tender paper to be paid through online Banking/RTGS/NEFT/FDR/TDR/Bank Guarantee from scheduled / Nationalized Bank only in favour of AO(Cash),BSNL,Cuttack (**payment through cheque or any other mode is not acceptable**) in favour of “. Tenders without the Earnest Money Deposit will be deemed rejected.

13. The Earnest Money shall be forfeited if
- The Bidder/Tenderer withdraws his Tender during the Validity Period of Tender.
 - The Successful Bidder/Tenderer fails to comply with all the terms and conditions of the Tender Document during the currency of the contract.
14. Earnest Money Deposit of unsuccessful Tenderer/Bidders will be refunded at the earliest from the date of opening of tenders except of the qualified bidder.
15. As per Public Procurement Policy of Government of India, exemption from payment of Earnest Money Deposit is allowed to Micro and Small Enterprises (MSEs) provided such MSEs enclose certified copy of Valid Certificate of Registration as MSEs issued by appropriate Registering Authority and letter from such Registering Authority certifying exemption from payment of Earnest Money Deposit to such MSEs. Kindly note that if these documents are not attached with the Bid/Tender Document submitted by MSE Bidder/Tenderer their Bid/Tender shall not be entertained and shall be treated as rejected.
16. The Bidder/Tenderer who will qualify in the “Technical Bid” will only be eligible for opening of their “Financial Bid”. The date and time of opening of “Financial Bid” shall be up-loaded on BSNL Website and shall be intimated to individual qualified bidders through their E-mail address provided in the Tender Document. All Tenderers/Bidders are, therefore, advised to visit the website regularly for updates.
17. If at any stage, it is found that the documents, certificates, bills and documents pertaining to mandatory proof of payment of minimum wages, statutory payments and other payments submitted by the Bidder/Tenderer are forged or have been manipulated, the work order issued to the Bidder/Tenderer shall be cancelled and the Security Deposit of the Bidder/Tenderer lying with the Company shall be forfeited without any claim whatsoever on the Company and the Bidder/Tenderer is liable for action as deemed fit by the GENERAL MANAGER,BSNL,CUTTACK BA
18. The Contract with the Bidder/Tenderer can be cancelled by the GENERAL MANAGER,BSNL,CUTTACK BA, Cuttack by giving one month's notice in writing without assigning any reason, whatsoever.
19. In case the Bidder/Tenderer desires to cancel the contract, he is required to give three months notice in writing to the GENERAL MANAGER,BSNL,CUTTACK BA, Cuttack
20. The GENERAL MANAGER,BSNL,CUTTACK BA , reserves the right to reject/cancel any or all the tenders without assigning any reason, whatsoever.
- 21.SCOPE OF SERVICES, TERMS AND CONDITIONS.
- The Bidder/Tenderer is required to provide the services of Driver strictly on 'Monthly Contract Basis' or daily contract basis for a initial period of one years from the date of commencement of services, after award of contract, on the rates quoted by Bidder/Tenderer in the Financial Bid with a provision to extend the contract for a further period of one years with same rates terms & condition and subject to maximum \pm 25% of total tender cost of the tender. The rates of “Service Charges” quoted by the Bidder/Tenderer in their Financial Bid shall remain fixed during the currency of the Contract for a initial period of one years and no revision in rates will be permitted.
- 22.PROCEDURE FOR SUBMISSION OF MONTHLY BILL FOR REIMBURSEMENT OF PAYMENT TO BIDDER/TENDERER
- The services of driver is required for 10 hours daily (excluding lunch time of half an hour) on six days a week basis. The duty hour of driver will start from the actual time of reporting for duty intimated

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

to him by authorised official of the company and will end from the actual time of relieving from duty and will vary on day to day basis as per requirement of the Company. However, if needed, the driver can be called for duty at any time and can be used beyond the daily limit of 10 hours and duty on National Holidays/Sundays should be compensated by giving C-Off on some working day as far as possible. The "Per Hour Rate" is fixed Rs.50/-(fifty) only as Overtime Charges will be reimbursed to the Bidder/Tenderer. The driver has to report at the place of duty at any location within the Cuttack Telecom District, intimated to him as per need by the authorised officer. The location of reporting for duty may vary on day-to-day basis as per requirement of the authorised officer.

b. The overtime will be paid as per actual hours of duty performed by the driver subject to the following daily/monthly maximum limits:-

Maximum Overtime Limit on any working days	Maximum 2 Hours per day. (Beyond 10hrs of normal duty)
Maximum Overtime Limit on working days & holidays except National Holidays/Sundays	Maximum 2 Hours per day (Beyond 10hrs of normal duty)
Maximum Overtime Limit in a Month	Maximum 15 Hours per month.

c. The Bidder/Tenderer is required to make payment of Wages as per the Tender Document to the Driver by the 5th day of every month.

d. The Company shall have the right to deduct from the money/amount due to the Bidder/Tenderer, any sum required or estimated to be required, for making good the loss suffered by a driver deputed, by reason of non-fulfillment of the conditions of the contract of the benefit of the drivers, non-payment of wages or

e. The "Services Charges" quoted by the Bidder/Tenderer in their "Financial Bid" are being paid to Bidder/Tenderer as profit margin for providing the services of driver including alternate driver on monthly contract basis.

f. The Bidder/Tenderer, on award of the contract, is required to submit list of drivers deputed by them along with details like age, father's name, residential address etc. The Police Verification Report in respect of each driver is required to be arranged, obtained and submitted to BSNL by the Bidder/Tenderer at his own cost.

23. a. The Driver provided by the Bidder/Tenderer can be deputed for Outstation Duty also, whenever required, for which a amount fixed of Rs. 100/- will be borne by the bidder towards Night Halt charges including fooding charges of the driver & the same may be disburse by the company on submission of the bill.

(b) Provide alternate driver, whenever the regular out-sourced driver deputed by them is not reporting for duty and/or on leave treating it as Mandatory Requirement as the GENERAL MANAGER, BSNL, CUTTACK BA, Cuttack is making payment of Reliever/Leave Cost of the Bidder/Tenderer. In case of failure to provide alternate driver the Bidder/Tenderer should have to bear the penalty of Rs. 500/- per day as per the terms and conditions of the Tender Document and the Company will not allow the Bidder/Tenderer to recover/deduct this penalty amount from the amount payable to the driver deputed by them.

24. In case of absence/non-availability of the driver deputed for a particular day or period on account of leave or otherwise, the Tenderer is required to arrange for alternative Driver (for which reliever/leave cost is being paid to the Bidder/Tenderer) so as to ensure continuance of the services of Driver treating it as a Mandatory Requirement. In case the Bidder/Tenderer fails to provide

Driver/Alternate Driver on any day or period during the currency of the Contract, a **panalty of Rs. 500/- per day shall be imposed** on the Bidder/Tenderer, which will be adjusted from the monthly bill submitted for reimbursement. (**Please note that the Bidder/Tenderer will not deduct/recover this panalty from the amount payable to the driver deputed by them and the Bidder/Tenderer will have to bear the panalty amount, if any imposed**)

25. The Successful Bidder/Tenderer, on award of the Contract, is/are required to **deposit an amount of Rs.31,500/- as Security Deposit** with the Company. This deposit will remain with the Company during the currency of the contract and no interest shall be paid on this amount.
26. The Bidder/Tenderer will be required to make payment to the Driver deployed only through E-payment or through “Account Payee” Cheque Only by the 5th of every month.
27. The Driver should have a valid Driving Licence for driving four wheeler including for driving in hill stations and difficult terrains. The driver should be physically fit. The Driver should always carry original valid Driving Licence with him while on duty and follow all the traffic rules strictly. **In case any penalty is imposed by Police and Other Authorities for not carrying original valid Driving Licence by Driver or for violating the traffic rules, the penalty imposed will be borne by the Bidder/Tenderer.**
28. The behaviour of the driver should be soft spoken, polite, cordial, obedient and not convicted in any Civil or Criminal Court/Law Agencies. **The Bidder/Tenderer, on award of contract, shall have to give Undertaking in this regard to GENERAL MANAGER,BSNL,CUTTACK BA, Cuttack.** In case of any misbehaviour, in addition to taking legal action, the Tenderer will be penalized for the same and the decision of the competent authority of the company in this regard shall be final and binding on the Tenderer.
29. The driver, in addition to safe driving of the car, is expected receive/alighten the occupants in a very respectful manner and would obey the instructions of the occupants.
30. The driver would **necessarily keep mobile phone with connection with him for 24 hours** and would attend and make calls at the directions of occupants..
31. The driver for reporting at the place of duty & reliving from duty as per time given below or as per direction of user/Contrlling officer of the vehicle.

S.N	TIMINGS
1	Reporting for duty At or Before 6.00 AM in the Morning
2	Relieving from duty At or After 10.00 PM in the Night

32. The Driver is required to maintain/up-date Log Book on daily basis for use of the Vehicle provided by the GENERAL MANAGER,BSNL,CUTTACK BA on the basis of duties given to him and produce the same to the company officials whenever demanded/required for record and other purposes. The calculations of wages and overtime payable will be made on the basis of entry in the Log Book duly signed by the User Officer.
33. The driver will carry-out daily cleaning of the car provided to him for driving and maintain the same in a good presentable condition. The cleaning material will be provided by the Company.

34.COST OF BIDDING

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

35.CLARIFICATION ON BID DOCUMENTS

A prospective bidder, requiring any clarification of the Bid Documents shall notify the Tendering authority in writing to the Tendering authority’s mailing address indicated in the NIT. The Tendering authority shall respond in writing to any request for clarification of the Bid

Documents, which it receives latest up to 7days from issue of NIT. Copies of the query (without identifying the source) and clarifications by the Tendering authority shall be sent individually to all the prospective bidders who have received the bid documents.

- (a) Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount an amendment of relevant clauses of the bid document.

36. DOCUMENTS TO BE SUBMITTED FOR BID

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

37. AMENDMENT TO BID DOCUMENT

- (a) At any time, prior to the date of submission of bid, tendering authority may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments. The amendments shall be notified in the E-Tender BSNL Website and these amendments will be binding on them.

- (b) In order to afford prospective bidders reasonable time to take the amendments

into account in preparing their bids, the Tendering authority may, at its discretion, extend the deadline suitably for the submission of bids.

- (c) It is the sole responsibility of the bidder to confirm from the E-Tender BSNL website and/or from the following contacts regarding amendments, if any, or any other clarifications before uploading of the tender document.

BSNL Contact-1	
BSNL's Contact Person	Smt..Malti Murmu , AGM (HR&Admn), O/o GM,BSNL,Cuttack BA
Telephone& Mobile	0671-2305900 Mobile No. 9437283344
E-mail ID	agmhradmnc@gmail.com
BSNL Contact-2	
BSNL's Contact Person	Sri Sanjit Dash, SDE (General), O/ O/o GM,BSNL,Cuttack BA
Telephone & Mobile	Tel 0671-2367200 Mobile No. 8280219710
E-mail ID	sdecomputerct@gmail.com

38. PREPARATION OF BID DOCUMENTS – TECHNICAL BID & FINANCIAL BID

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

39. BID FORMS

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

40. BID PRICE

The bidder shall quote rates in FINANCIAL BID given in Section VI.

41. COMPLIANCE

The bidder should ensure unconditional clause- by – clause compliance with all the terms and conditions of the tender document and a declaration to the effect in Annexure C of section VI should be given along with bid document.

42. A. BID SECURITY/EMD

- (a) The bidder must deposit the amount for bid security/EMD through Online/NEFT/RTGS as stated in section II only from any nationalized/scheduled bank as per Section-I Para 2(b).
- (b) The successful bidder's bid security will be discharged upon the bidder's acceptance of the award of contract satisfactorily and furnishing the performance security.
- (c) The Bid security of unsuccessful bidder will be discharged / returned as early as possible after expiry of the period of bid validity.
- (d) **A BID WITHOUT BID SECURITY/ BID SECURITY WITH OUT BID SHALL**

BE TREATED AS NON- RESPONSIVE AND SHALL BE REJECTED BY THE

TENDERING AUTHORITY.

B. FORFEITURE OF BID SECURITY/EMD

The Bid Security/EMD may be forfeited

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

43. FORMAT AND SIGNING OF BID

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

44. PREPARATION & SUBMISSION OF BIDS:

I) Contents of the Bid:

The bid contains three parts –

Part A: The scanned copies of the Payment of Cost of Tender paper and EMD through online /NEFT/RTGS&Power of attorney (If applicable) have to be uploaded in the e- Tender from BSNL Website <http://odisha.bsnl.co.in/new-tender.html> or <https://etenders.gov.in/eprocure/app>

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

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

II. SUBMISSION OF BIDS:

- a. All the clauses of the bids must be complied with and price bids must be quoted online by the bidders before the locking/closing time of the bid that is 12:00 Hrs of
- b. Scanned document wherever necessary are to be uploaded in the appropriate places of the document.
- c. Scanned documents wherever necessary are to be uploaded in the appropriate places of the document.
- d. If any one of the document required to be uploaded is found to be missing, the concerned bid shall be rejected at the opening stage itself.
- e. The BSNL may, at its discretion, extend this deadline for the submission of the bids by amending the bid document in accordance with NIT in which case all rights and obligations of the BSNL and bidders previously refer to the deadline will thereafter be subject to the extended deadline.

- f. The bidder shall submit a set of entire document signed in all pages, downloaded from e-Tender Portal against each individual bid which is to be uploaded in the e-tender portal

45. LATE BIDS, MODIFICATIONS AND WITHDRAWAL OF BIDS

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

46. BID OPENING AND EVALUATION:-

- (a) Financial bids & Technical bids shall be submitted by the bidder at the same time. The bids will be opened in two stages. The Tendering Authority will open the technical bids in the presence of bidders or their authorized representatives on the due date, i.e., dated at 11:00 Hrs. The bidder or one of his authorized representatives shall be permitted to attend the bid opening. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening as per Annexure - G in Section VI. The bidders can view the opening details after the Tendering Authority opened them.
- (b) The bidder or his representative, who is present, shall sign in tender opening register.
- (c) The date fixed for opening of bids, if subsequently declared as holiday by BSNL, the revised date of schedule will be notified in the e-Tender Portal. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.
- (d) Technical bids will be evaluated by the Tendering Authority and after completion of the technical Evaluation; the eligible bidders list for the financial bid opening will be made available in the e-Tender Portal.
- (e) Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.

47. PLACE OF OPENING OF TENDER BIDS

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at "Room No- 201(A)) Door Sanchar Bhawan ,Link Road, BSNL, Cuttack - 753012", where BSNL's Tender Opening Officers would be conducting through online e-Tender at 15:00 Hrs. on If due to administrative reasons, the date and venue of e Bid opening is changed, same will be displayed prominently in the notice board of the e-Tender Portal

51. PRELIMINARY EVALUATION

- (a) Tendering authority shall evaluate the bids to determine whether they are complete in all respects, whether any computational errors have been made, whether required sureties have been furnished etc.
- (b) Prior to the detailed evaluation, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents.

- (c) For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid documents without any material deviation. The tendering authority's determination of bids responsiveness shall be based on the contents of the bid itself without recourse of extrinsic evidence.
- (d) A bid, determined as substantially non-responsive will be rejected by the Tendering authority and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity. The tendering authority shall not be bound to show the reasons/causes of rejection the bid.
- (e) The Tendering authority may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.
- (f) The tendering authority reserves the right to verify the original documents prior to opening of Financial Bid.

52. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- (a). The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
- (b) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Tendering authority. If there is a discrepancy between words and figures, the amount in words shall prevail.
- (c) If the bidder does not accept the correction of the errors, his bid shall be rejected.
- (d) The financial bid will be evaluated only the substantially responsive bids.

53. CONTACTING THE TENDERING AUTHORITY

a. Subject to seeking clarifications on e-tendering and tender document, no bidder shall try to influence the Tendering authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

B. Any effort by a bidder to influence the Tendering authority in the tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

C.Award of contract & Work:

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

- f) However if any of the contractor is not doing the work after issuing work order by the concerned AGM(HR & Admn) O/o GM,BSNL,CUTTACK then GM,BSNL,CUTTACK,BA reserves the right to award the work to any other willing contractor with submission of additional PBG.
- g) Normally the amount of SD will remain unaltered in all cases mentioned above.

54.SIGNING OF CONTRACT AGREEMENT:-

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

55. VALIDITY OF THE CONTRACT.

- i) The contract shall be valid for one year from the date of signing of the contract.
- ii) In case of extension of contract for a period another one year, the concerned contractor has to submit a request letter for his willingness to work in same terms and condition of agreement subject to $\pm 25\%$ of tender cost.

56. DISPUTES IN TENDER FINALIZATION:

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

57. DISQUALIFYING CLAUSE:

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

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

59.Termination of Contract by BSNL

(a) The GM,BSNL,CUTTACK may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such items without any compensation whatsoever to the contractor.

BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts by giving one months notice in writing to the service provider if the contractor fails to execute the work assigned to him within the period specified in the contract or any extension thereof granted by BSNL.

(b) If the contractor fails to perform any other obligation (s) under the Conditions of the contract.

(c) All instruction, notices & communication etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post ,these would have been delivered to the service provider.

(d) Notwithstanding anything contained herein, BSNL reserves the right to terminate the contract at any stage or time during the period of contract ,by giving one month notice in writing without assigning any reason and without incurring any financial liability whatsoever

to the service provider.

(e) The GM, BSNL, CUTTACK may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or while of material, machinery and other equipment for use in or in respect of the work.

(f) BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, Non responsive bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

60. Penalty Clause:

For delays in the contractor's performance:

- a. The time allowed for completion of work as entered in the work order shall be strictly adhered to by the contractor and shall be reckoned from the seventh day from the issue of the work order by BSNL. The contractor shall pay as penalty amount Rs.200 per day 2hrs in the incomplete work for every day delay or part thereof in completion of work subject to a maximum of Rs.500/-per day..
- b. On any date the penalty payable as above reaches 10% of the estimated cost of the work the contractor should proceed with the work further only on getting a written instruction from the concerned DE, that, he is allowed to proceed further with the work.
- c. Penalty for delay in completion in work shall be recoverable from the bill of the contractor and/or by adjustment from the SD or from the bill of any other contract of BSNL.

61. PERIOD OF VALIDITY OF BIDS

- (a) Bid shall remain valid for 150 days from date of opening of the bid. A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY BSNL AS SUBSTANTIALLY NON-RESPONSIVE BID.
- (b) A bidder accepting the request of tendering authority for an extension to the period of the bid validity in exceptional circumstances will not be permitted to modify the bid.

62. TENDERING AUTHORITY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Tendering authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Tendering authority's action.

63. Force Majeure:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof,

neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such no performance or delay in performance under the under the contract shall be resumed as soon as

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

64.Arbitration:

- a In the event of any question, dispute or difference arising under the 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 sole arbitration of GM,BSNL,CUTTACK or any other person appointed by him.

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 function of the GM,BSNL,CUTTACK or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates

his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the GM,BSNL,CUTTACK of BSNL, Odisha shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Contractor will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or 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 BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

- b. The venue of Arbitration proceeding shall be Office of GM,BSNL,CUTTACK, or such other place as the arbitrator may decide.
- c. 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 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.

65.Set Off:

- a. Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by contractor with BSNL.
- b. In the event of said security deposit being insufficient, the balance of total amount recoverable as the case may be shall be deducted from any such due to the service provider under this or any other contract with BSNL. Should this amount be

insufficient to cover the said full amount recoverable, the service provider shall pay to BSNL on demand the balance amount, if any, due to BSNL within 30 days of the demand by BSNL.

- c. If any amount due to the company is so set off against the said security deposit, the service provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

66. REJECTION OF BID

The bid will be rejected in case of:-

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

67. DEBARRING CONDITIONS

- e. Sub-contracting of the job will debar and disqualify a successful bidder.
- f. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
- g. The engagement and employment of driver and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
- h. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

68. E-TENDERING INSTRUCTIONS TO BIDDERS

The instructions given below for e-tenders invited by the GM,BSNL,CUTTACK,BA of Odisha Circle only.

A. General:

- a. Submission of Bids only through online process is mandatory for this tender conducting electronic Tendering Authority is using the e-Tender portal (<http://odisha.bsnl.co.in/new-tender.html> or <https://etenders.gov.in/eprocure/app>)

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

c. It is advised that all the documents to be submitted (**Section VII**) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

- d. While uploading the documents, it should be ensured that the file name should be the name of the document itself for easy pairing and scrutiny.

B. Tender Bidding Methodology:

It is a Two Stage bidding system—Financial bids & Technical bids shall be submitted by the bidder at the same time.

C. Broad outline of activities from Bidders perspective:

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders'. The Submission of Bids only through online process is mandatory for this Tender. For conducting electronic tendering,

BSNL, Odisha is using the NIC portal (<http://etenders.gov.in/eprocure/app>).

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

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS

D. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

E. Registration

To use the Electronic Tender portal <http://etenders.gov.in/eprocure/app>, vendor needs to register on the portal (if not already registered). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. Pay Annual Registration Fee if applicable.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable). Please contact Helpdesk (as given below), to get your registration accepted/activated

NIC HELPDESK	
Telephone No. (Toll Free)	1800 233 7315
E-Mail I.D.	cphp-nic@nic.in (Please mark cc to support-nic@nicode.in)
BSNL CONTACT DETAILS.	
BSNL's Contact Person	Sri Sanjit Dash, SDE (General), O/GM,BSNL,CUTTACKTel 0671-2367200 Mobile No 8280219710 email address sdecomputerctc@gmail.com

69. INTIMATION OF CORRECTIONS/MODIFICATIONS TO TENDER DOCUMENT

a. The correction/modification, if any, in the tender document will be uploaded in the Website i.e. www.orissa.bsnl.co.in and etenders.govt.in/eprocure/app as per NIT which will be treated as final. The amendments if any will not be published in the Newspaper. It is the responsibility of the bidders to visit e-Tender Portal and keep themselves updated regarding amendments/correction/modification etc.

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

- b. The bidder has also to upload the scanned copy of the above documents during uploading of the bid in E – format and the cost of the tender paper and EMD through online/NEFT/RTGS before the closing time of the closing date.
- c. As part of the Electronic Encrypted functionality, the contents of both the “Electronic Forms” and the “Main-Bid are securely encrypted using a Pass-word created by the server itself. The Pass-word is more difficult to break. This method of bid encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public- Key of the specified officer of a Buyer organization for bid-encryption. Bid- encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering serviceprovider.
- d. Public Online Tender Opening Event (TOE)
 - i. ETS offers a unique facility for “Public Online Tender Opening Event (TOE)”. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.
 - ii. Every legal requirement for a transparent and secure, Public Online Tender Opening Event (TOE) has been implemented on ETS. As soon as a Bid is decrypted with the corresponding Pass-Phrase as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual Tender Opening Event is therefore replaced with this superior and convenient form of Public Online Tender Opening Event (TOE).
 - iii. ETS has a unique facility of “Online Comparison Chart” which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.
 - iv. ETS has a unique facility of a detailed report titled “Minutes of Online Tender Opening Event (TOE) covering all important activities of Online Tender Opening Event (TOE)”. This is available to all participating bidders for “Viewing/ Downloading”. There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.
 - v. For further instructions, the vendor should visit the home -page of the e-Tender Portal (<http://etenders.gov.in/eprocure/app>)
 - vi. ~~Important Note:~~ It is strongly recommended that all bidders should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.
 - ii. The following “**FOUR KEY INSTRUCTIONS FOR BIDDERS**” must be assiduously adhered to:
 - 1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.

2. Register your organization on ETS well in advance of your first tender submission deadline on ETS
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. Submit your bids well in advance of tender submission deadline on ETS. There could be last minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.

Minimum Requirements at Bidders end to access and use e-Tender Portal:

Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) Broadband connectivity.

Microsoft Internet Explorer 6.0 or above Digital Certificate(s)

viii). Vendors may contact the <https://etenders.gov.in/eprocure/app> Helpdesk personnel in the given number of cpp portal (<https://etenders.gov.in/eprocure/app> helpline number 1800 233 7315 for any type of assistance/help, which they may require while uploading the bids.

SECTION – IV

SAFTY OF LABOUR & BSNL PROPERTY:-

1. The successful tendered/contractor shall be solely responsible for payment and compensation under WC Act 1923 as in force from time to time applicable in the event of accident causing injury/death to his workers and GMTD ,Cuttack shall not be responsible in any manner.
2. The contractor shall obtain / purchase all required insurances and make all safety arrangements required for the Drivers engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. BSNL shall not be responsible for any mishap, injury, accident or death of the contractor's staff directly or indirectly. All liabilities arising out of accident or death while on duty shall be borne by the contractor. No claims in this regard shall be entertained / accepted by the BSNL.
3. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards / flags and providing barriers etc. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work. Nothing extra shall be paid on this account.
4. Contractor shall be fully responsible for any damages caused to BSNL / Government/ private /other operators property / Injuries public at large/ loss of life by him or his Driver in carrying out the work and the same shall be rectified / compensated by the contractor at his own cost.
5. It will be sole responsibility of the contractor that the men deployed for the purpose of Job work with BSNL are to be trained to avoid any mishap, directly or indirectly.
6. The contractor should carry out the work to the satisfaction of BSNL officer in charge and in the event of his failure the tendering authority reserves the right to offer the contract to any other tenderer or any other agency in case of unsatisfactory work at the cost of the contractor and payment will be settled on prorata Basis.
1. The contractor should engage workers with proven integrity to carry out the contract work. He/His worker should vacate premises after the completion of contract work.
8. The contractor shall be solely responsible for payment and compensation under WC act 1923 as in force from time to time applicable in the event of accident causing injury/death to his workers and GMTD, Cuttack shall not involve in any manner.
9. No documents, towards compliance of aforesaid requirements, will be required to be submitted by bidder to BSNL paying authority for settlement of their payment invoices but the contractor must comply all requirements as per applicable Law/ Acts etc.
10. No Complaints shall be entertained once financial BID is opened. The decision of GM,BSNL,CUTTACK on any matter connected to this tender is final & binding on bidder.

11. INDEMNITIES

- a) The Contractor shall at all times hold the company harmless and indemnify them against all actions, claims and demands of every nature and description brought or procured against the BSNL its officers, and employees and forthwith upon demand and without protest or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client and all cost incurred in endorsing this or any other indemnity or security which the BSNL. may now or at any time have relative to the work or the contractor's obligations or in protecting or endorsing its right in any suit or other legal proceeding charges and expensed and liabilities resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents in addition the contractor shall reimburse the government or pay to the BSNL forthwith on demand without protest or demur all cost charges and expenses and losses and damages otherwise incurred by it in consequence of any claims demands and actions which may be brought against the BSNL arising out of or Incidental to or in connection with the operation covered by the contract
- b) The contractor shall at his own cost at the BSNL's request defend any suit or other providing asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the BSNL

12. COMPLIANCE WITH LAWS AND REGULATIONS

- a) During the performance of the works the Contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable By-laws, Rules, Regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by BSNL, BSNL's agency or company, Municipal Board, BSNL or other regulatory or Authorized Body of Persons and shall provide all certifications of compliance there with as may be required by such applicable law, By-laws. Rules orders and /or provisions.
- b) The Contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the Contract documents.
- c) If the Contractor shall require any assignee or sub-contractor to whom any portion or the work to be performed hereunder or may be assigned, sub-leased or subcontracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the BSNL harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the Contractor or any assignee or sub-contractor to make full and proper compliance with the said by laws, Rules, Regulations, Laws and Order and Provisions as aforesaid.
- d) The contractor is solely responsible to apply for and obtaining labour license from concerned Govt. Authority, if it is required for him as per law, to carry out the works within the scope of this tender/contract.
- e) The contractor is solely responsible to pay the Govt. all the statutory duties and taxes including EPF/ESI contributions of labours engaged, GST and other taxes, if any, arising out of this contract.

SECTION - V
SCOPE OF WORK

The Bidder is required to provide Drivers for drive the departmental vehicles holding a valid License issued by Central/State Government/concerned Department of Government for providing Contract Labour under the Contract Labour (Regulation and Abolition) Act. In case any other permission or Certificate is required for providing Contract Labour to the Company, the Bidder/Tenderer will be required to submit the same within one month of award of the work. The successful Bidder/Tenderer would be required to deploy Driver/manpower as per norms prescribed under the said Act. and carryout periodical and execute the work through their Supervisor.

1. The work includes supply of drivers on Monthly contact basis or daily contact basis as per requirement. This tender is floated for monthly contact basis & Daily basis under the GM,BSNL,CUTTACK,BA jurisdiction.

The work consists of two parts namely PLAN-1 and PLAN – 2 on monthly contact basis & Daily Rate based on BSNL’s requirement.

(NOTE: The Bidders responding to this NIT should quote both PLAN-I & PLAN-2).

PLAN – 1 (Monthly contact basis)

As per monthly requirement, the total number of drivers to be supplied **Per Month** is tentatively indicated below;

Monthly contact basis	No of Drivers	Total	Rate per drivers Monthly basis
	4	4	

PLAN – 2 (Daily contact basis)

The daily contact basis slab.

Daily charges slab	Per Drivers /Daily Rates
A	B

The Tables shown in PLAN 1 & 2 above are only indicative and for regular work. The actual deployment may vary from time to time depending on work schedule, company’s policy, intensity of maintenance and interruption duties and developmental activities etc.

Note: -

- The bidders are also required to quote for all hiring slabs indicated in the respective slab in the financial bid.
- The rates are inclusive of all charges but excluding GST.
- The requirements of driver are for different places of Cuttack SSA. The number of driver may vary at any time during the period of contract by GENERAL MANAGER,BSNL,CUTTACK BA, Cuttack; Moreover GM,BSNL,CUTTACK reserves the right to vary the scope of work without assigning any reason thereof. The number of such requirement may not exceed maximum 25% of the above estimated quantity.

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

SL. No.	Format Name
1.	ANNEXURE-A: AGREEMENT (Sample Format)
2.	ANNEXURE-B: Declaration of Non tampering of tender document
3.	ANNEXURE-C: DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE
4.	ANNEXURE-D: NO NEAR RELATIVES CERTIFICATE IN BSNL
5.	ANNEXURE-E: Declaration for Downloading the tender Document.
6.	ANNEXURE-F: PERFORMANCE BANK GUARANTEE (BOND FORM)
7.	ANNEXURE-G: LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
8.	ANNEXURE-H: TENDERER'S PROFILE
9.	ANNEXURE-I: MANDATE FORM FOR TRANSFER OF PAYMENT THROUGH ELECTRONIC CLEARANCE / ELECTRONIC FUND TRANSFER
10.	ANNEXURE-J: BID FORM
11.	ANNEXURE-K: UNDERTAKING FOR LABOUR LICENCE
12.	ANNEXURE-L:UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED
13.	ANNEXURE-M ACCEPTANCE LETTER
14.	ANNEXURE-N VENDOR MASTER FORM
15.	ANNEXURE-O CREATION OF CUSTOMER ID FOR TENDER
16.	ANNEXURE-P UNDER TAKING REGARDING BLACK LISTING/PROSECUTION OF THE FIRMS

ANNEXURE-A

AGREEMENT (Sample Format)

An agreement made this.....between GM,BSNL,CUTTACK hereinafter called the

BSNL to the context include his successors and assignees on the one part and.....

having his/ its residence/ Office at..... (Actual through its constituted attorney hereinafter called "Contractor" (Which term shall include their heirs, executors, successors and assignees on the other parts. Whereas BSNL is desirous of getting executed Supply of drivers on monthly contact basis and allied works in CUTTACK Telecom District. Vide Tender No..... dated

And whereas the contractor is ready and willing to execute the said works in accordance with contract as per different terms – conditions of the tender document vide Tender No.....Dt

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

- 1 The tender notice, Terms and conditions, Tender schedule etc. as per tender document vide Tender No dated - (along with its enclosures) annexed hereto and such other additional particular instructions drawing as may be found requisite to be given during execution of the work shall be deemed and taken to be integral part of the contract and also be deemed to be included in the expression " Contractual or contract documents" wherever herein used.
- 2 In consideration of the payment to be made to the Contractor for the works to be executed by him, the contractor hereby conveys the BSNL that the contractor shall in accordance with the tender document do provide the required employees, execute and complete the said works and shall perform all other acts, deeds, comments and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms- conditions of the tender.
- 3 The party at second part called as " Contractor" also declares that none of his/her relatives i.e Wife, Husband, Parents, Grandparents, children and Grand Children, Brothers, Sisters, Uncles, Aunts and cousins and their corresponding in-laws is working as an officer or an official in BSNL in Orissa Telecom Circle.
- 4 In consideration of the due provisions, execution and completion of the said works, the BSNL hereby agrees with the Contractor that the BSNL will pay to the Contractor the respective amounts for the works done by the contractor such sum(s) as may become payable to the contractor under the provisions of the contract agreement.
- 5 The contract will be in force for one year with effect from to.....
- 6 The contract will be in force for one year with effect from to.....
- 7 The contract will be in force for one year with effect from to.....
- 8 That the contractor hereby undertakes to follow all necessary labour rules including

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

- minimum wages act, 1948 described in this tender document and issued by the Govt. from time to time.
9. The contractor hereby under takes that the Driver deployed by him will ensure to maintain Industrial, harmony and discipline in the area of operation and also should maintain strict attendance and carryout the allotted works sincerely.
 10. The contractor hereby under takes that a formal deployment letter to the Driver will be issued by him stating the points which the Driver has to follow during the period of deployment after the signing the agreement.
 11. Performance Security Deposit of Rs ... is furnishedbelow:-

Performance Security Deposit for Rs..... is furnished through of Bank Guarantee/ DD No. Dt..... of (bank)and it is valid upto Dt.....

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

Signature of the Contractor
Name/Address of the Contractor

Signed and delivered
for and on behalf of the
Bharat Sanchar Nigam Limited

In the Presence of witness:

1. Signature:

1. Signature:

ANNEXURE-B

Declaration of Non tampering of tender document

I, _____ Sri/Smt/M/s _____ (a
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://etenders.gov.in/eprocure/app> and I have checked up that no page is missing and
all pages as per the index are available and no addition/ deletion/correction/tampering has
been made in the tender document. In case at any stage, it is found that any addition /
deletion / correction has been made, BSNL shall have the absolute right to take any action
as deemed fit, without any prior intimation to me.

Place: _____

Date: _____

Signature of bidder/Authorized Signatory

Name _____

Seal of the bidder: _____

ANNEXURE-C

DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE

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

Place : _____

Signature of the Tenderer _____

Date: _____

Name of the Tenderer _____

ANNEXURE-D

NO NEAR RELATIVES CERTIFICATE IN BSNL

[Certificate to be given by the contractor in respect of no near relative (s) in BSNL of the contractor]

DECLARATION

I/We _____ S/o _____ resident of _____

_____ hereby certify that none of my near relative(s) as defined in the tender document is/are employed anywhere in BSNL as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the bidder _____

Name : _____

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

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

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

Signature of the bidder _____

Name: _____

(Capacity in which signing)

:

ANNEXURE-E

Declaration for Downloading the tender Document.

I _____(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website **www.orissa.bsnl.co.in** or **www.tenderwizard.com/BSNL** and no addition/deletion/correction has been made in the entire tender document. In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation.

Date: _____Signature of Tenderer _____

Place: _____

Name of Tenderer _____
(Along with date & Seal)

ANNEXURE-F

PERFORMANCE BANK GUARANTEE (BOND FORM)

In consideration of the President of India (hereinafter called "the BSNL") having agreed to exempt

_____ (hereinafter called the
"Contractor(s) ") from the demand, under the terms and conditions
of an agreement/Tendering authority Order) No.____
Dated _____ made between _____

_____ and _____
for the supply of _____

_____ (hereinafter called the "the said agreement"), of
security deposit for the due fulfillment by the said Contractor (s) of the terms and
conditions contained in the said Agreement,
on production of a bank guarantee for-----
-----we, (Name of the Bank)

(hereinafter referred to as "the Bank") at the request of _____ (contractor(s) do hereby
undertake to pay to the BSNL an amount not exceeding _____ against any loss or
damage caused to or suffered or would be caused to or suffered by the BSNL by reason or any
breach by the said Contractor(s) of any of the terms or conditions contained in the said
Agreement.

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

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

4. We (name of the Bank) ___ further agree that the guarantee herein
contained shall remain in full force and effect during the period that would be taken for the
performance of the said agreement and that it shall continue to be enforceable till all the
dues of the BSNL under or by virtue of the said Agreement have been fully paid and its
claims satisfied or discharged or till GENERAL MANAGER,BSNL,CUTTACK BA,
CUTTACK certifies that the terms and conditions of the said Agreement have been fully
and properly carried out by the said contractor(s) and accordingly discharge this guarantee.

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

Unless a demand or claim under this guarantee is made on us in writing or before the expiry of **thirty months (30 MONTHS)** from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

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

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

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

Dated

Place _____Signature: _____

For

(indicate the name of the Bank)

ANNEXURE-G

**LETTER OF AUTHORISATION FOR ATTENDING BID
OPENING**

(To reach on or before date of bid opening)

To
The DGM
O/o
GM,BSNL,CUTTACK,BA,CUTTA
CK-753012

Sub: Authorization for attending bid opening on _____(date) in the Tender for providing Drivers in BSNL,CUTTACK,BA.

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

Order of Preference	Name	Specimen Signature
I		
II		

Alternate Representative

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

Note:

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

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

I, Shri/Smthereby declare that the information furnished above is true and correct.

Place:

Signature of tenderer /authorized signatory

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

ANNEXURE-H

TENDERER'S PROFILE

SL.NO	items	Details
1	Name of the individual tenderer	
2	Name of the person submitting the tender whose photograph is affixed (In case of proprietorship /Partnership firms, the tender has to be signed by proprietor/partner only holding the Power of Attorney to sign the bid, as the case may be)	
3	a. Permanent Address of the tenderer	
	b. Local Address of the tenderer in Cuttack SSA	
4	a. Tel. Nos. with STD code	
	b. email id	
5	Registration & incorporation particulars of the tenderer (if other than individual): i) Proprietorship ii) Partnership iii) Private Limited iv) Public Limited (Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)	
6	Name(s) of the Individual/ Proprietor/ Partners /Directors *	
7	Tenderer's bank, its address and his current account number	
8	PAN No. & Income Tax Circle	
9	Brief description of the work carried out in last three years - 2017-18 , 2018-19 & 2019-2020	
10	Is the firm registered with any Agency / Government? If so, furnish details of registration.	
11	Has the firm been blacklisted by any Organization? If so, attach details thereof. *	
12	Is the Bidder aware of all the Rules and Guidelines of Government on the subject of tender? (Write YES or NO)	
13	: GSTIN Registration Number: Labour Registration Number ,Sales Tax Registration Number:	

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

ANNEXURE-I

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

TO

The General Manager,BSNL
CUTTACK,BA 753012

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

Sl.N O	Item	Details
1	NAME OF THE CONTRACTOR	
2	NAME OF THE BANK	
3	NAME OF THE BRANCH	
4	NATURE OF ACCOUNT CA/SB/CC	
5	BANK ACCOUNT NUMBER	
6	BANK CODE (MICR CODE)	
7	BANK IFSC CODE	
8	ADDRESS OF BANK	

I hereby declare that the details furnished above has been verified by me and found to be correct.

Signature and seal of the bidder

ANNEXURE- J
BID FORM
(To be attached with Section-VII A)

To

**The General Manager,BSNL
Cuttack,BA -753012 .**

Dear Sir,

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

ANNEXURE-K
UNDERTAKING TO SUBMIT LABOUR LINCENCE

I, Sri/Smt/M/s _____

(Name of the Contractor) do hereby undertake to submit labour license for____ number of Drivers for which I/We will be awarded for providing of drivers on monthly contact basis within two months of issue of work order as I do not possess the license of such employees at present.

Place:

Date:

Signature of tenderer /Authorized signatory
Name & Seal of the tenderer

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

ANNEXURE-L

**UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION
SUBMITTED**

I, Shri/Smt Son/Daughter of Shri.....
do hereby undertake that all the documents / certificates submitted by me with this tender
(tender for providing of driver on monthly contract basis in BSNL, CUTTACK,BA) are true and are
exact copies of the original documents/certificates are available with me.

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

Place:

Date:

Signature of tenderer /Authorized signatory
Name & Seal of the tenderer

ACCEPTANCE LETTER
(On the Letter Head of the Firm / Agency)

To,
The GENERAL MANAGER,BSNL,CUTTACK BA,Cuttack

Dear Sir,

Ref: Acceptance of Terms and Conditions and Procedure for Submission of bills along with mandatory documents for release of payment in respect of Tender for Providing Drivers on Monthly Contract Basis.

The Tender Document for providing Drivers on Monthly Contract Basis floated by Cuttack Telecom District have been downloaded through their Website by me / us. I / We have gone through and read the entire terms and conditions, scope of services, penalty clause, procedure for submission of monthly bills along with statutory and mandatory requirements/documents for the release of payments to Bidder/Tenderer of the Tender Document of BSNL Cuttack Telecom District . I / We declare and agree that I / We will abide by the all the terms and conditions/clauses and hereby accept procedure for submission of monthly bills along with all the statutory/mandatory requirement and other documents for release of payment to me / us contained in the tender document and will not deviate from compliance of any of the requirements and submission of documents mentioned in the Tender Document. In case any provision of the tender is found violated, I / We agree that the tender shall be liable to be rejected and The GENERAL MANAGER,BSNL,CUTTACK BA, Cuttack shall without prejudice to any other right or remedy will be at liberty for forfeit the Earnest Money absolutely deposited by me / us along with the tender document and Security Deposit absolutely deposited by me / us upon award of contract to me / us.

I / We hereby unconditionally accept all the terms and conditions/clauses and accept procedure for submission of monthly bills along with all the statutory/mandatory requirements/documents for release of payment to me / us contained in the tender document and will not deviate from compliance of any of the requirements and submission of documents mentioned in the Tender Document for providing Drivers on Monthly Contract Basis in its entirety.

Thanking you,

Yours faithfully,

ANNEXURE-N

BSNL 
ERP

VENDOR MASTER FORM



(The details listed will be used for making all payments against Pos/WOs/refund intimation of payments by email, issued of TDS certificates, C Form for CST purchase etc)

(*) Minimum required fields to be filled by the Company/Vendor, Please attach copies of the supporting documents.

Title * :

Name * :

Address * :

Town/District* :

City * :

State* :

Postal/Pin code* : Country * :

Contact Details

Telephone Number : Fax No :

Email_Id :
(Mandatory for E-tendering)

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

Name of Contract Person :

Mobile No.

Contact Details

PAN :

GST reg no :

LST (Local VAT reg CST Reg No. No)

Tax registration (for Foreign no : Vendors)

Income Tax Exemption details

IT exemption no.

IT exemption rate :

IT Exemption date

IT exemption date IT exemption date to form

Excise Details

Excise reg no. :

Excise Range:

Excise Division

Excise Commissioner

Payment Transaction/Bank Details

Bank Country :

Bank Name :

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

Band Address :

Bank A/C No :

Bank IFSC :

Account holder's name :

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

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 deduct 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/GST 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, complied & agreed
Signature & seal of bidder with Date

ANNEXURE-O

CREATION OF CUSTOMER ID FOR TENDER

Company Name & postal address with PIN Code	
Contract No.	
Email id	-
PAN No	
GST No	
Name of the Bank & Bank A/C No	
IFSC Code	
Bank A/C holder name	
Saving/current	

ANNEXURE-P

**SPECIMEN OF UNDERTAKING REGARDING NON-BACKLISTING/PROSECUTION OF
THE FIRM**

(To be submitted on the Letter Head of the Bidder/Tenderer)

Date: _____

TOWHOMSOEVER IT MAY CONCERN

I/We/Our organization, M/s _____ hereby undertake and declare that neither me nor our Organization including our Partners / Shareholders / Directors were ever blacklisted / prosecuted by any government department / statutory body(ies) / Public Sector Undertakings in any State or by any Court of Law.

SIGNATURE OF BIDDER/TENDERER
WITH DATE AND RUBBER STAMP

ANNEXURE - Q

DEED OF INDEMNITY

This **DEED OF INDEMNITY** is executed on this the, by

1. <<Name of the Bidder>>, a company/ firm registered under the (Applicable acts, as the case may be) (hereinafter referred to as the **Bidder**) and having its registered office at <<Address of the Bidder>> acting through << Authorized Signatory>> is hereinafter, for the purposes of this Deed of Indemnity.

TO AND IN FAVOUR OF

Bharat Sanchar Nigam Limited, through the BSNL Office (hereinafter referred to as the **Purchaser** which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns) **on the Other Part.**

WHEREAS

- (a) The Purchaser had invited bids *vide* their Tender Enquiry No.....(hereinafter referred to as 'Tender') for the purpose of.....
- (b) The Bidder had submitted its bid/ proposal dated ___ (hereinafter referred to as the 'Bid') for the provision of such services in accordance with its proposal as set out in its Bid and in accordance with the terms and conditions of the Tender.
- (c) The Bidder has in order to comply with the terms of the Tender agreed to execute the Deed of Indemnity on such terms and conditions more fully mentioned below.

NOW THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

1. The Bidder shall, in consideration of the Purchaser making payment under and in accordance with the Tender Document, hereby agrees to indemnify the Purchaser against any costs, loss, damages and claims from third parties or liabilities suffered by the Purchaser and directly arising out of the following reasons:
 - a. Any illegal or unauthorized use or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms by the Bidder or any of its sub-contractor in the process of fulfillment of required obligations during contract period.
 - b. The Bidder shall protect, defend, indemnify and hold harmless to BSNL and its employees from and against any and all liabilities, damages, fines, penalties and cost (including legal costs and disbursements) arising from:
 - I. Any breach of any statute, regulation, direction, orders or standards from any Governmental body, Agency or regulator issued with respect to the product /services being supplied/provided under this Tender.
 - II. Any claim made by third parties arising out of the use of the services of BSNL being provided using the equipment/services supplied under the Tender to the extent these are attributable solely to the poor quality or non-compliance of the products/services to the respective specifications.
 - III. Any claims arising from other utility / service providers in connection with interruptions or degradation of their services due to services provided by bidder under this Tender.
2. The bidder also declares that in case bidder is blacklisted by GST Authorities in future & which results in loss of Input Tax Credit (ITC) to BSNL, then BSNL shall have right to recover any such loss of ITC arising on account of such black-listing.
3. This Deed of Indemnity shall stand terminated on expiry of or early termination of the contract period as envisaged in the above said Tender requirement.
4. The Deed of Indemnity shall constitute the entire indemnity provided by the Bidder for the indemnities asked in said Tender.
5. This Deed of Indemnity shall be governed by and construed in accordance with Indian law.

(Authorized Signatory)

Date:

Place:

<< Name of the Bidder>>

Witness 1:

Witness 2:

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

SECTION-VII
CHECK-LIST OF DOCUMENTS PLACED IN TECHNICAL BID

Sl. NO	Description	Remarks(Yes(y),No(N) (✓ Tick whichever is applicable)		
1	Scanned copies of all the pages of tender document signed by the tenderer or Authorized Person on all pages along with seal			
2	Self-Attested Photo copy of PAN Card and IT return for financial year 2018-19,19-20,20-21 & 21-22.			
3	Self-Attested Photo copy of Experience Certificate			
4	Self Attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of Tender Document			
5	Self attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of EMD/Bid Security			
6	Self-Attested Photo copy of valid Labour license or undertaking to be given by bidders for submission of labour licence within 45 days from the the date of award of work.			
7	No near relative certificate duly filled in and signed, Annexure-D.			
8	Scanned copy of Letter of Authorization to Tender Opening Event (TOE) duly filled			
9	Tenderer's profile duly filled in and signed. Annexure-H.			
10	Self-Attested Photo copy of Original "Power of Attorney" in case person other than			
11	Self-Attested Photo copy of "Partnership Deed" duly registered if applicable			
12	Self-Attested copy of Declaration of Non - tampering of relevant document			
13	Self-Attested copy of Declaration for Downloading the tender Document duly filled in and signed vide Annexure-E.			
14	Self-Attested copy of Bid form duly filled in and signed. Annexure-J			
15	Self attested copy of by clause compliance duly clause field & signed Annexure-C			
16	Self-Attested copy of the Check list duly filled in			
17	Self-attested copy of Undertaking regarding genuineness of the documents/information submitted duly filled and signed , Annexure-L			
18	Undertaking to submit labour license for those many number of employees (Drivers) for which he will be awarded within two months of issue of work order, if he does not possess the license of such employees. Annexure-K.			
19	Self-Attested Photo copy of valid GSTIN Regd No and return.			
20	Self attested copy of firm registration certificate			

Signature with Stamp
Name of Firm
Contact Number:-

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

SECTION-VIII

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.

Appendix of Section VIII

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.

1) 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.

2) 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.

- (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%.

Annexure-A

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>

Annexure-B

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

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

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

Signature:

Signature:

Name in Block letters:

Name in Block letters:

Status: Director/Manager/Partner/

Status:

Director/Manager/Partner/

Proprietor of the Company

Proprietor of the Company

[on behalf of the front bidder]

[on behalf of the front bidder]

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

SECTION IX
FINANCIAL BID
RATE SHEET (TABLE –A)

SL NO	DESCRIPTION OF CHARGES	MINIMUM RATE IN FIGURES	MINIMUM RATE IN WORDS
1	Monthly Minimum Wages for Ten hours duty (excluding lunch break) on daily basis for six days a week.	Rs. 12000/-	Rupees(Twelve thousand) only
2	Service Charges (Please quote in terms of percentage of the total amount mentioned under Sl. No. 1). The percentage should not be less than 5%, which the company considers as reasonable for providing efficient, satisfactory and smooth services of providing driver on Monthly Contract Basis.	_____ %	_____ Percent.
3	“Overtime Rate” per hour for duty beyond a Daily Limit of 10 Hours and for Duty on Sundays/Holidays	Rs.50/-(fixed)	-----
	“Night Halt Charges” per night for Outstation Duty performed by the Driver	Rs. 100/-(fixed)	-----

TABLE-B :- Daily contact basis

SL NO	DESCRIPTION OF CHARGES	MINIMUM RATE IN FIGURES (Per day basis)	MINIMUM RATE IN WORDS(Per day basis)
01	Daily Wages for Ten hours duty (excluding lunch break) on daily basis	Rs.400/-Per Day	(Rupees Four hundred)only
03	Service Charges (Please quote in terms of percentage of the total amount mentioned under Sl. No. 1).	-----_%	-----Percent Rs.in figures..... Rs.In words.....

Note: The Tenderers/Bidders are hereby informed that the decision in regard to lowest rates quoted shall be taken on the basis of Lowest Percentage of Monthly/Daily “Service Charges” quoted by the Tenderer/Bidder in their Financial Bid. However, the decision of the Competent Authority of the Company shall be final and binding on all the Tenderers in this regard.

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