

Tender No. OD CTK-18/16 (15)/1/2022 PLG & INFRA CTK OD

dtd 16.02.2023

E-TENDER DOCUMENT FOR

REPAIRING OF FAULTY MODULES OF SMPS POWER PLANT IN CUTTACK TELECOM DISTRICT



BHARAT SANCHAR NIGAM LTD.

**(A GOVT. OF INDIA ENTERPRISE)
OFFICE OF THE PRINCIPAL GENERAL MANAGER TELECOM. DISTRICT,
C U T T A C K – 7 5 3 0 1 2**

(TECHNICAL BID)

PRICE Rs. 590.00 (Each Zone)

(Rs. 590/- + 18% GST)

Read, understood , complied & agreed

Signature & seal of bidder with Date

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Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-1
BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

O/o the Principal General Manager, Telecom District, CUTTACK – 753012

No. OD CTK-18/16 (15)/1/2022 PLG & INFRA CTK OD

dtd 16.02.2023

NOTICE INVITING TENDER

Digitally sealed online tenders [E-tenders (Digitally Signed)], on rupee payment basis are invited by Principal General Manager, Cuttack Telecom District in Single Stage Bidding and Two stage Opening using two Electronic Envelopes [Techno-Commercial (Qualifying Bid) & Financial Bid] for and on behalf of BSNL from the experienced contractors for repairing of faulty Modules of SMPS Power Plant in Cuttack Telecom District.

S No	Item	Particulars
1	Tender Notice No	No. OD CTK-18/16 (15)/1/2022 PLG & INFRA CTK OD
2	Tender item	Repairing of faulty Modules of SMPS Power Plant in Cuttack Telecom District.
3	Tender Document can be downloaded from date	16.02.2023
4	Date of receipt of queries from bidders	Up to 17.00 Hrs of 23.02.2023
5	Reply of queries by BSNL	Before 17.00 Hrs of 27.02.2023
6	Last Date & time of Submission of tender	Up to 17.00 Hrs of 13.03.2023
7	Date & Time of Opening of Tender (Technical Bid only)	14.03.2023 at 11:00 Hrs
8	Amount of Bid Security (EMD)	Rs. _____ (As per Section-II) In the form of crossed DD drawn on any Nationalised / scheduled bank in favour of A.O. (Cash), BSNL, O/o PGMTD, Cuttack & payable at Cuttack or E-payment as per instruction of clause 2(a) of Section-1(A).
9	Cost of Tender Form	Rs. 590.00 (Each zone) Non- Refundable. The payment will be accepted in form of crossed DD drawn on any nationalized / scheduled bank in favour of A.O. (Cash), BSNL, O/o PGMTD, Cuttack & payable at Cuttack or E-payment as per instruction of clause 2(a) of Section-1(A)
11	Period of contract	One year from the date of agreement & extended period as per provision

Note-1: Procurement under this tender would be in accordance with 'Public procurement (Preference to Make in India) Order 2017' notified by Government of India & its subsequent amendments, guidelines etc. for Preference to Make in India products.

Note:- 2 Exemption in Cost of Tender Documents and EMD under MSME is permitted, if the registration is for tendered item with other eligibility condition as per MSME provision.

Note:- 3 In case the last date of submission /opening of bid is declared to be a holiday, last date of submission / opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid submission/ opening date due to any other unavoidable reasons will be notified through the BSNL web site and/or e-Tender Portal.

2(a) The Tender document can be downloaded from the website: <https://etenders.gov.in/e procure/app> & www.odisha.bsnl.co.in and to be submitted in e-format. Cost of Tender Document and Earnest Money Deposit (EMD) shall have to be submitted in form of DD to AGM (NW-PLG-CFA), Cuttack, O/o PGMTD, Cuttack, 1st Floor, Room No. 208, Door Sanchar Bhawan, Link Road, Cuttack-12 (in person or

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through regd/speed post) before the scheduled date and time of submission of the tender **or** through online Banking/RTGS/NEFT as per the following details.

Name of the Bank, Branch & address	Union Bank of India, Madhupatna, Link Road Cuttack
Accounts Name	A.O. (Cash), BSNL,O/o PGM TD Cuttack
Account Number	(CA) 514201010032115
IFSC Code	UBIN0551422
MICR Code	756026004
Mail Id :	agmplgbsnlck@gmail.com
Contact No	0671-2304440, 9437960466

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

- 2(b) 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) 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(b) Bidders may note that the tender document can be downloaded from the website <https://eprocure.gov.in/cppp> or following the “Tenders” link of the website www.orissa.bsnl.co.in Crossed DD / Bankers cheque drawn on any Nationalized/Scheduled bank in favour of the **A.O. (Cash), BSNL, O/o PGM TD, Cuttack** and payable at Cuttack as per Section-II shall have to be submitted as per procedure towards tender fee *failing which the tender bid will be liable for rejection.* The bidder can make **E-payment** as per instruction 2(a).
- 3(d) The bidders shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on Web-site <https://eprocure.gov.in/cppp> as per tender document.
- 3(e) In case of any correction/ addition/ alteration/omission is found in the submitted tender document; the tender bid shall be treated as non-responsive and shall be rejected.

3. Eligibility Criteria: - The bidder should have eligibility & submit as follows

- a) Cost of tender paper and EMD:- as mentioned above b) Self attested copy of Firm/Company registration (in case of a firm/company), c) Self attested copy of Valid GSTIN registration & latest return of GSTR-1, d) Self attested copy of PAN card with latest IT return, e) Certificate for no near relatives in BSNL/DOT/MTNL f) Self attested copy of experience for repairing of faulty SMPS Power Plant Modules of different make for minimum amounting of 105% of the estimated cost in last three financial years 2019-20, 2020-21 & 2021-22 cumulatively from BSNL/MTNL/Govt. of India/ Central PSUs. The experience certificate should be issued by an officer not below the rank of Deputy General Manager or equivalent, g) Power of attorney as per clause 13.3 of Section-III (if applicable), h) Self attested copy of memorandum article/ partnership deed/affidavit/proprietorship (which is applicable), i) All pages to be signed by the bidder.
- j) The Bidder must have minimum turnover of **120%** of annual estimated cost of tender, during the financial years 2019-20, 2020-21 & 2021-22 cumulatively from telecom business as per Certificate from a reputed Charter Accountant for FY 2019-20, 2020-21 & 2021-22.

The documents as listed out as per tender document should be submitted along with tender paper. If any one of the above items required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage.

4. 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 representatives of bidders 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

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Signature & seal of bidder with Date

the **Room No. 208, 1st Floor Doorsanchar Bhawan, Link Road, Cuttack-753012** where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

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

6. Principal General Manager Telecom District Cuttack 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. PGM TD Cuttack reserves to right the cancel the tender at any stage without assigning any reason. The BSNL reserves right to disqualify such bidders who have a record of not meeting contractual obligation against earlier contract entered into with the PGM TD, Cuttack or any other SSA.

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

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

9. Each bidder must have to create customer ID in marketing section and submit to receive document fee and EMD as per GSTIN requirement in ERP.

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

Exemption in Cost of Tender Document and EMD under MSME & NSIC is permitted, if the registration of MSME certificate is done for telecom service activities, showing validity period, monetary limit with other eligibility condition as per MSME provision, only Udyoga Adhar registration will not be considered for availing any exemption

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

11. Bidder's must be Class-I Local supplier and Class-II Local supplier in pursuance to Department for Promotion of Industry and Internal Trade order no: P-45021/2/2017-PP (BE-II) dt 16/09/2020 (Proof document- Self Certification as format given as Annexure D of Appendix-2 of Section VIII or Certificate as per clause 1.5(b) of Appendix-2 of Section- VIII as the case may be.

12. Registered with competent authority (Registration committee constituted by Department for Promotion of Industry and Internal Trade, Govt of India) in pursuance to restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017 on grounds of Defence of India and National Security, which are detailed in Appendix.

13 : If an authorized supplier bids on behalf of manufacturer then following prescribed Certificates are to be submitted by both manufacturer and authorized supplier.

i. Self-Certification as format given as per tender document.

ii. Certificate as per applicability stated in tender document, in pursuant to Rule 144(xi) GFR 2017.

**DGM (Rural, Plg & Trans)
O/o PGM TD, BSNL Cuttack**

Read, understood , complied & agreed

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SECTION- 2
Tender Information

Zone	ITEM of Works	Approx. qty to repaired	Estimated cost of works (in Rs)	Price of Bid Document (in Rs)	Bid Security/ EMD (in Rs) 2%	PBG Amount (In Rs.) 5%
	Repairing of faulty Modules of SMPS Power Plant in Cuttack Telecom District					
1.	Exicom make	699	21,96,100.00	590.00	43,922.00	1,09,805.00
2	Other than Exicom make (Delta, Eltek, ITI etc)	823	14,58,963.00	590.00	29,179.00	72,948.00

Note 1: The quantities stated above are estimated and BSNL reserve the right to vary the quantity to the extent of -25% to + 25% of the specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions..

Note:-2 Each Zone will be treated as independent tender and can be finalized independently.

Issue of work order:- AGMs/SDOPs/SDOTs/JTOs will issue the work order or any other officer as decided by the head of SSA for all the above works on monthly basis and the same should be completed strictly as per their instructions.

1. Payment terms:

No payment will be made for goods rejected at the site on testing.

1.1 The Payments due to the contractor / vendor will be effected preferably through Electronic Clearing scheme (ECS) or Electronic Fund Transfer method (EFT) directly to the Bank account of the contractor / vendor. Contractor / Vendor should submit the mandate form/Vendor creation duly filled and signed with a Cancelled / Photo Copy of the Cheque leaf along with the performance security Bond / Agreement on receipt of the Advance Purchase order.

(i) Vendor will submit the bills in duplicate

(ii) Proof of GST paid challan

(iii) While raising invoice, vendor/bidder is to mentioned BSNL GSTIN number invariable in bills.

(iv) Bidder/vendor have to upload GSTR1 against BSNL GSTIN.

(v) GSTIN return to be filled as per schedule GST provisions.

1.2 The bidder has to give the mandate for receiving the payment electronically and the charges, if any, levied by bank has to be borne by the bidder/contractor/vendor. The bidder company are required to give the following information for this purpose :-

i. Beneficiary Bank Name :

ii. IFSC Code of Beneficiary Branch:

iii. Beneficiary Account No.:

iv. Branch Serial No. (MICR No.) :

2.0 Evaluation Criteria:

Financial evaluation will be done on sum total of all items. It is intended to award the work to two bidders.

(The evaluation of **Financial Bid** will be done on composite basis taking total service requirements and the rates quoted against each components of work in to consideration as per **Financial Bid**)

The L-1 bidder will be allotted 60% of the quantity tendered at the approved rate, L-2 bidder 40%. The L2 bidder will be offered the L1 rate for acceptance.

If L-2 bidder does not accept the L-1 approved rate, it will be offered to next higher bidder L3 and soon. If no bidder agrees for L1 rate full quantity will be ordered to L-1 bidder.

If more than one bidder are found to be L1 bidders then work will be ordered in equal proportion to all the bidders.

3.0 Period of Contract:

Initially period of contract will be for **1 year**. Based on the field performance certificate validity of contract can be extended for a further period of up to maximum 6 months with an additional increase of maximum 25 % of the estimated cost.

4.0 Amendments/Modifications to bid documents if any will be hosted on our website

<https://etenders.gov.in/eprocure/app> 10 days prior to the date of bid opening

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-III**Scope & specification of work**

1. In this contract the SMPS Power plant 100A, 50A & 25A of DELTA, ELTEK, EXICOM, ITI, LINEAGE & VALERE Make only will be repaired by the contractor
2. Work order will be issued to the approved contractors lot wise centrally from this office by Nodal officer of Power plant module items.
3. The faulty modules will be repaired within 15 days time from the date of issue of work order.
4. The contractor cannot declare more than 5% of the received lot as RNP. If it happened so, penalty will be charged as per decision of Head of SSA.
5. The faulty modules shall be repaired by the contractor at BSNL's premises at SDE Store OMP Square, Cuttack or at other center fixed by this office.
6. The SDE Store, Cuttack shall maintain a register/history sheet for repairing of the modules showing module number, date of fault, date of repairing, date of warranty etc.
7. The contractor shall give minimum **three months warranty** from date of repairing of the modules. **So, he shall fix a label in the modules showing serial no, lot no, date of repairing, date of warranty with his signature.** If the repaired modules becomes faulty within the warranty period, the contractor shall repair the same at free of cost immediately after getting information.
8. After repairing, the repaired modules will be handed over by the contractor to the SDE Store, Cuttack. The repaired modules will be handed over to field SDOs who will test those in working power plant. They will keep those in observation for satisfactory working at lease for 5 days. Then they will intimate the satisfactory service to the SDE Store, Cuttack. On the basis of this, the SDE Store will issue certificate on the bill of the contractor for passing the bill.
9. The contractor shall be responsible for any loss/damage caused to modules during the period of his custody. The cost of loss/damage shall be recovered from the contractor's bill, as per decision of PGMTD, Cuttack. Decision of PGMTD Cuttack in this matter is final and acceptable to the contractor.
10. The rates quoted by the bidder should be inclusive of all taxes, cost of spare parts, labour, transport charges etc. No extra payment will be made except GST, which will be paid extra at the prevalent rates.
11. The contractor shall deploy trained staffs fully conversant with the repairing of modules of SMPS, PP. Frequent change of service personnel shall be avoided.
12. No transportation, packing, handling charge etc. shall be given to the approved contractor separately.

APPROXIMATELY FAULTY SMPS MODULES SHALL BE REPAIRED as follow

DELTA			ELTEK			EXICOM			ITI		OTHER	
Delta 25A	DELTA 50A	DELTA 100A	ELTEK 100A	ELTEK 50A	ELTEK 25A	EXICOM 100A	EXICOM 25A	EXICOM 50A	ITI 100A	ITI 25A	LINEAGE 50A	VALERE 50A
43	90	16	266	1	61	338	66	295	274	28	4	40
149			328			699			302		4	40

Note:- The quantity may vary as per requirement within tender value.

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SECTION-IV
GENERAL INSTRUCTIONS TO BIDDERS

1. TERMS:

- 1(a) "BSNL" or "The Nigam" or "The Tendering Authority" means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) acting on behalf of the President of India and represented by the General Manager Telecom District, Cuttack.
- 1(b) "The Bidder" means the individual or firm who participates in this tender & submits its bid.
- 1(c) "The Work Order" means the order placed by the BSNL on the Bidder signed by the Engineer-in-Charge of BSNL including all attachments & appendices thereto and all document incorporated by reference therein. The work shall be deemed as "Contract" appearing in the document.
- 1(d) "The Contract Price" means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.
- 1(e) "Site Engineer" means the concerned Sub-Divisional Officer (Phones) or Sub-Divisional Officer (Telegraphs).
- 1(f) "Engineer In-Charge" means the controlling DE/AGM of respective Site Engineer of this Telecom District who is designated as the "Engineer in-Charge" of respective "Site Engineer".
- 1(g) "ETS" means the Electronic Tendering System through the e-Tender Portal.
- 1(h) "Customer ID" means: - An ID to be created by each bidder at marketing section to enable to BSNL for receiving of tender document fee & EMD.

2. SERVICES TO BE PROVIDED

As per Section-III

3. ELIGIBLE BIDDERS

As per clause-5 of NIT

(The individual/firm/company black listed by BSNL cannot participate in the tender)

4. 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.

5. BID DOCUMENT

Bid document includes the following Sections:

Sl. No	Description	SECTION NO.
1	Notice Inviting tender	I
2	Tender Information	II
3	Scope & specification of work	III
4	General Instructions to bidder	IV
5	Rate sheet	V
6	Check List	VI
7	List of all type of formats for declaration, undertakings, agreement and certificates	VII
8	Instructions to bidders in pursuant Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security	VIII

6. CLARIFICATION ON BID DOCUMENTS

- 6(a).** A prospective bidder, requiring any clarification of the Bid Documents shall notify the Tendering authority in writing at 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 **before 7 days of last date of the submission of bids**. Copies of the query

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Signature & seal of bidder with Date

(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.

- 6(b).** 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.

7. DOCUMENTS TO BE SUBMITTED FOR BID

- a) The details of documents to be submitted through online in e-Tender Portal. 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/SD) 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/individual. In case contract has already been awarded to the bidder, then PBG/SD 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/individual. An undertaking to this effect should be submitted by the bidder as per format at **Annexure-J of Section-VII.**

8. AMENDMENT TO BID DOCUMENT

- 8(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.
- 8(b). The amendments shall be notified in the E-Tender Portal and these amendments will be binding on them.
- 8(c). In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Tendering authority may, at its discretion, extend the deadline suitably for the submission of bids.
- 8(d). It is the sole responsibility of the bidder to confirm from the E-Tender Portal and/or from the following contacts regarding amendments, if any, or any other clarifications before uploading of the tender document

1	BSNL Contact- Sri D. Nayak AGM (NW-PLG-CFA) O/o PGMTD Cuttack Tel.No.0671-2304440, Mob.No. 9437960466 between 10:30 hrs to 17:00 hrs from 16.02.2023 to 13.03.2023
2	BSNL Contact- Shri K. Samal SDE (Planning) O/o PGMTD BSNL Cuttack, Tel.No.0671-2304440, Mob.No.9437177066 between 10:30 hrs to 17:00 hrs from 16.02.2023 to 13.03.2023 email id :agmplgbsnlck@gmail.com

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

It is single stage and two bid system and the bid prepared by the bidder shall comprise Technical Bid and Financial Bid and should be prepared as per Clause 15 of this Section.

10. 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 scanned documents of the same in e-Tender Portal.

11. BID PRICE

The bidder shall quote rates as per schedule given in Section V.

Read, understood , complied & agreed

Signature & seal of bidder with Date

12. 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 VII should be given along with bid document.

13. A. BID SECURITY/EMD

- a) The bidder must deposit the amount as Bid Security as per tender document. The Bid Security shall be submitted in the form of Demand Draft purchased after the date of NIT. The bid security/EMD shall be in the form of crossed DD of amount as stated as per tender document from any Nationalized / Scheduled bank drawn in favour of AO (Cash), O/o PGM TD BSNL Cuttack payable at Cuttack. The payment can also be made through online banking/RTGS/NEFT, as per clause 2(a) of Section-I
- (b) The successful bidder's bid security will be released only on receipt of their LOI, furnishing required performance bank guarantee/FDR and signing the agreement.
- (c) The Bid security of unsuccessful bidder will be discharged / returned as early as possible within 30 days time of the finalization of the tender or expiry of bid validity period.
- (d) **A BID WITHOUT BID SECURITY SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY AT THE OPENING STAGE ITSELF.**
- (e) **The MSME bidders are exempted from payment of bid security**
 - i) A proof regarding valid registration with body specified with ministry of MSME like DIC, NSIC, KVIC etc for the tendered items will have to be attached alongwith the bid.
 - ii) The enlistment certificate issued by MSME bodies should be valid on the date of opening of tender.

B.FORFEITURE OF BID SECURITY/EMD

The Bid Security/EMD may be forfeited

- 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,
- The successful bidders do not come for execution of agreement after deposit of performance security deposit within the scheduled time;
- withdraws his bid during the period of bid validity specified by the bidder in the bid form;

14. FORMAT AND SIGNING OF BID

14.1. The bidder shall submit his bid, online (in case of e-tendering) & through sealed envelopes physically (in case of tenders with manual bidding process), complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature (in case of e-tendering) & by hand signatures (for manual bidding process), by the authorized person. **The letter of authorization shall be indicated by written power-of-attorney (original) accompanying the bid.**

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

14.2. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

14.3 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the

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Signature & seal of bidder with Date

partner(s) in favour of the said Attorney.

- (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.
- (e) Original 'Power of Attorney' in case person other than tenderer has signed the tender documents.

15. PREPARATION & SUBMISSION OF BIDS

I) Contents of the Bid:

The bid contains three parts –

Part A: The First Part (Envelope) should contain

- I. Crossed DD towards EMD/ Bid Security as per tender document.
- II. Crossed DD towards cost of tender document as per NIT or Scanned copy of Exemption Certificate.
- III. Power of attorney in original (If applicable) .
- IV. Scanned copy of Exemption Certificate for EMD.

Note:

- i. This Envelope containing the original DDs (For EMD & Cost of tender paper) and original Power of Attorney (if applicable) with superscription "Tender for repairing of faulty Modules of SMPS Power Plant in Cuttack Telecom District, NIT No. **OD CTK-18/16 (15)/1/2022 PLG & INFRA CTK OD dtd 16.02.2023** addressed to AGM (NW-PLG-CFA) O/o PGMTD, Cuttack should reach, Doorsanchar Bhawan, 1st Floor Room No-208, O/o G.M.T.D, Cuttack Link Road, Cuttack-753012 by Registered/ Speed Post or by dropping in the Tender Box available in the Room No. 208 of above address.
- ii. The scanned copies of the crossed DD towards BID security (EMD), crossed DD towards cost of bid document & Power of attorney (If applicable) have to be uploaded in the e-Tender Portal.
- iii. In case the payment of tender document fee & EMD is made through e-payment, have to be uploaded in the e-tender portals.
- iv. Scanned copies of MSME registration as per para 13(c) have to be uploaded on the e-tender portal

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. Financial bid should not be submitted along with part A and Part B.

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.
- b. Scanned documents wherever necessary are to be uploaded in the appropriate places of the document.
- c. If any one of the document required to be uploaded is found to be wanting, the concerned bid shall be rejected at the opening stage itself.
- d. 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.

16. LATE BIDS, MODIFICATIONS AND WITHDRAWAL OF BIDS

16(a). After the Locking Time, no bidder can submit the bid.

16(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.

16(c). No bid shall be modified subsequent to the deadline for submission of bids as above.

Read, understood , complied & agreed

Signature & seal of bidder with Date

17. BID OPENING AND EVALUATION

- 17(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 as noted in NIT. 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 VII. The bidders can view the opening details after the Tendering Authority opened them.
- 17(b). The bidder or his representative, who is present, shall sign in tender opening register
- 17(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.
- 17(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.
- 17(e). Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.

18. PLACE OF OPENING OF TENDER BIDS

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at “**Room-208, 1st Floor, Door Sanchar Bhawan, Link Road, Cuttack-753012**”, where BSNL’s Tender Opening Officers would be conducting through online e-Tender as noted in 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.

19. PRELIMINARY EVALUATION

- 19(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.
- 19(b). Prior to the detailed evaluation, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents.
- 19(c). For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid documents without any material deviation. The tendering authority’s determination of bid’s responsiveness shall be based on the contents of the bid itself without recourse of extrinsic evidence.
- 19(d). A bid, determined as substantially non-responsive will be rejected by the Tendering authority and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity. The tendering authority shall not be bound to show the reasons/causes of rejection of the bid.
- 19(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.

20. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
- 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.
- If the supplier does not accept the correction of the errors, his bid shall be rejected.
- The financial bid and L1 will be evaluated considering only the substantially responsive bids.
- The evaluation and comparison of substantially responsive bids shall be done on the basis of gross total of all items

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- Tendering authority may negotiate with L1 bidder only or can make counter offer of the same L1 negotiated price to other successful bidder(s) to award the whole work to two bidders for a period of one year. If there are more than one L1 bidder, the work will be awarded in equal proportion to all L1 bidders. However, BSNL reserves the right to award the work to multiple bidders as per the norms given below.

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)				
	L1	L2	L3	L4	L5 and so on
One bidder	100	NIL	NIL	NIL	NIL
Two bidders	60 %	40%	NIL	NIL	NIL

21. CONTACTING THE TENDERING AUTHORITY

21(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.

21(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.

22. AWARD OF CONTRACT & CONTRACT PERIOD

22(a) The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable subject to fulfillment of all required labour laws and rules as applicable from time to time. Tendering authority shall consider placement of letter of intent to those bidders whose offers have been found *technically, commercially and financially* acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security in conformity with Section 22(d) of this Section. The tendering authority shall have the right to keep more than one contractor.

22(b) The work against the tender **is for one year** requirement and the terms and conditions of this tender shall be operative for a period of one years from the date of signing of agreement between the BSNL and the Contractor.

22(c) The rates agreed upon shall be valid for a period of one year from the date of signing of agreement. The agreement will be normally for one year and can be extended on same approved rates and same terms & conditions for maximum another six months.

22(d) **Performance Security Deposit (PSD):** The Bidders shall furnish Performance Security Deposit in the format at Annexure – F of Section VII for an amount of 5% of the estimated cost of the tender, in the form of Bank Guarantee/Fixed Deposit Receipt from a Nationalized/ scheduled Bank for a period of **2 & ½ years** in favour of A.O. (Cash), BSNL, O/o PGMTD Cuttack payable at Cuttack as awarded by the PGMTD, Cuttak. The PSD is to be deposited within 14 (Fourteen) days from the date of receipt of letter of acceptance or letter of intent failing which their EMD or bid security may be forfeited and tender may be cancelled.

22(e) **The Performance Security Deposit may be forfeited in part/ whole in case of:**

- The successful L-1 bidder does not execute agreement as per tender condition or unsatisfactory service by the contractor.
- Theft or misappropriation of articles of BSNL by the employees of contractor.
- Damage caused to the BSNL's assets and damage / loss to store issued to any employee(s) of the contractor.
- Withdrawal of the successful tenderer from the contract before its expiry without giving proper notice as specified in the tender terms and conditions of this tender document.

23. 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 14 (Fourteen) days from the date of receipt of LOI from this office. In the event of failure of the

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tenderer to sign the agreement within 14(Fourteen) days or in the event of his failure to start the work as stipulated in the work order, then the amount of bid security (EMD) shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

24 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 PGM TD, Cuttack shall be final and binding on all concerned.

25 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.

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

27. Termination of Contract by BSNL

- a. The PGM TD, 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.
- b. BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts by giving **two months** notice in writing to the service provider if the contractor fails to provide unskilled labourers within the period specified in the contract or any extension thereof granted by BSNL.
- c. If the contractor fails to perform any other obligation (s) under the Conditions of the contract.
- d. 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.
- e. Notwithstanding anything contained herein, BSNL reserves the right to terminate the contract at any stage or time during the period of contract, by giving **two months** notice in writing without assigning any reason and without incurring any financial liability whatsoever to the service provider.
- f. The PGM TD, 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 for 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.
- g. In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work/operations concerned to the respective SDOs/SDEs or as directed by BSNL authority.
- h. BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

28. SUBMISSION OF BILLS/PAYMENT TERMS/PENALTY

28.1 While making payment, 10% of the amount of the bill will be withheld as Security Deposit. The security deposit money will not bear any interest and will be refunded after **three** months of completion of the work, if no defects or irregularities are noticed.

28.2 The bill should be attached with the requisition/work order from the Nodal officer of P/P of this office alongwith challan copy duly certified by SDE Store, Cuttack. The bills have to be submitted in duplicate.

28.3 The bill is to be submitted within one month of completion of the work at the Nodal Officer P/P of this office.

28.4 E-Payment will be made by the authority

28.5 TDS will be deducted as applicable from the billed amount.

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28.7. In case contractor fails to repair the Modules within stipulated period (i.e.15 days), the contractor shall be liable to pay delay penalty @ Rs. 50.00 per week or part thereof per modules up to a period of 4 weeks delay and there after @ Rs. 100.00 per week or part thereof per modules up to next 4 weeks delay. After 8 weeks delay, the PGMTD Cuttack reserves the right to terminate the contract, forfeit the Security money and black list the firm.

28.8 GST vendor has to file return-GSR-1,GST-3B as applicable.

30.RIGHT TO VARY QUANTITIES

BSNL will have the right to increase or decrease up to 25% of estimated cost without any change in the service charge rate or other terms and conditions at the time of award of the contract. As a result the estimated cost will also be changed.

31. ANNULMENT OF AWARDS

Failure of the successful bidder to comply with the requirement of Clause-22 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event tendering authority may make the award to any other bidder at the discretion of tendering authority or call for new bids.

32. PERIOD OF VALIDITY OF BIDS

- a) Bid shall remain valid for 180 days from date of opening of the bid. A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY BSNL AS SUBSTANTIALLY NON-RESPONSIVE BID.
- b) A bidder accepting the request of tendering authority for an extension to the period of the bid validity in exceptional circumstances will not be permitted to modify the bid.

33. 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.

34. 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 on performance or delay in performance 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 supplies 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.

35. Arbitration:

- In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the CHIEF GENERAL MANAGER Telecom BSNL, Orissa Circle Bhubaneswar or in case his designation changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Chief General Manager BSNL, Orissa Circle Bhubaneswar or by whatever designation such officers may be called. The award of the arbitrator shall be final and binding on the parties.

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- The venue of the arbitration proceeding shall be the O/O the Chief General Manager BSNL Orissa Circle Bhubaneswar or such other places as the arbitrator may decide. The following procedure shall be followed.
- In case parties are unable to reach a settlement by themselves, the dispute should be submitted for arbitration in accordance with contract agreement.
- There should not be a joint submission with contractor to the sole arbitrator.
- Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- The onus of establishment his claims will be left to the contractor.
- Once a claim has been included in the submission by the contractor, a modification thereof will be opposed.
- The “point of defense” will be based on actual conditions of the contract.
- Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contracted.

36. Set Off:

- Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL 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.
- 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.
- 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.

37. REJECTION OF BID

The bid will be rejected in case of :-

- i. Non-submission of required documents as per Section VI.
- ii. Bid quoted with conditional rates.
- iii. Non-submission of bid security
- iv. Incomplete of bid
- v. Non-acceptance of correction of price

38. DEBARRING CONDITIONS

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

39. NEAR-RELATIONSHIP CERTIFICATE

- 39.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time

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Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

39.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.

39.3 The near relatives for this purpose are defined as:-

(a) Members of a Hindu undivided family.

(b) They are husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

39.4. The format of the certificate is given in Annexure-D of Section-VII.

40. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will ensure that all the documents and certificates, including experience/ performance and self certificates submitted by him are correct and genuine before enclosing them in the bid.

The onus of proving genuineness of the submitted documents would rest with the bidder.

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action for rejection of tender/contract & forfeiture of EMD/Performance Security Deposit.

41. COURT JURISDICTION

41.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of LOI shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.

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

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

42. INTIMATION OF CORRECTIONS/MODIFICATIONS TO TENDER DOCUMENT

The correction/modification, if any, in the tender document will be uploaded in the Website i.e.

www.odisha.bsnl.co.in and <https://eprocure.gov.in/cppp> as noted in 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.

43. IMPORTANT INSTRUCTIONS

a. The documents and certificates should be submitted online by uploading in the e-Tender portal as mentioned in **Sec-VIII**

b. The following documents in a separate envelope are to be submitted through Offline **as per tender document** in the tender box in the chamber of **AGM (NW-PLG-CFA) Room No-208, 1st Floor, Door Sanchar Bhawan, Cuttack-753012** or should reach him by Registered/ Speed Post before the closing time of closing date.

- i. Crossed DD towards the cost of tender paper
- ii. Crossed DD towards Bid Security / EMD
- iii. Original copy of Power of attorney (If Applicable)

c. Special Note on Security of Bids in ETS:

- i. Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has

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been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

- ii. As part of the Electronic Encrypter 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 service provider.

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 enhances 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 <https://eprocure.gov.in/cppp>.

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.

- vi. 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, et al. While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.
- vii. 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

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- Digital Certificate(s)
- viii. Helpdesk for Vendors

Vendors may contact the M/s ITI Limited Helpdesk personnel, for any type of assistance/help, which they may require while uploading the bids.

44. OTHER CONDITIONS:

- a. The contractor shall not assign or sublet the work to any other person or agency without the prior written approval of PGM TD Cuttack.
- b. The PGM TD, Cuttack reserves the right to impose any other conditions, if necessary, at any time during the validity period of the tender.
- c. If the contractor fails to carry out work with the expected speed and standard the contract will be terminated and no further work will be awarded.
- d. BSNL will not be responsible for any loss incurred by the contractor in carrying out the contract work.
- e. Taxes will be recovered as per rules as applicable from time to time.
- f. The General Manger Telecom District BSNL, Cuttack reserves every right to cancel / reject the contract for any work / all works if found unsatisfactory at any time during the validity period of contract without assigning any reason but giving at least 15 (Fifteen) day advance notices.
- g. The General Manager Telecom District, BSNL, Cuttack reserves the right to go for more than one contractor in order to meet the time schedule for completion of works or otherwise for a specified category of work as deemed fit in the interest of the BSNL, Cuttack. His decision in this respect will be final and binding on all concerned.
- h. In case the L1 bidder fails to execute the work at any stage of the contract, the L2 bidder on approved L1 rates, may be asked to complete the work as per the discretion and decision of PGM TD, Cuttack. However, the Performance Security Deposit of the defaulted contractor will be forfeited and he may be black listed.

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SECTION-VI
FINANCIAL BID

RATE SHEET (TO BE QUOTED BY BIDDERS)

Sl No.	Make of modules	Approximate nos of modules to be repaired	Rates quoted per module (in Rs.)	
			(In figure)	(In words)
A	B	C	D	E
Zone-1 (Exicom only)				
1	Exicom 100A	338	NOT QUOTED HERE	
2	Exicom 25A	66		
3	Exicom 50A	295		
Zone-2 (Other than Exicom (Delta, Eltek, ITI etc)				
1	Delta 25A	43	NOT QUOTED HERE	
2	Delta 50A	90		
3	Delta 100A	16		
4	Eltek 100 A	266		
5	Eltek 50 A	1		
6	Eltek 25 A	61		
7	ITI 100 A	274		
8	ITI 25 A	28		
9	Lineage 50A	4		
10	Valere 50 A	40		

- Note:- (1) Rate quoted should include spare part cost, transportation charge & all taxes excluding GST.
(2) L1 bidder will be decided considering the lowest gross value in calculating for total nos modules given in the sheet at the quoted rate, i.e. Column 'C' X 'D' for all items above.

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SECTION-VII CHECK LIST OF DOCUMENTS

The following documents (scanned copy) are required to be submitted through e-Tender Portal

Sl No.	Description	Reference	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
			Y	N	NA
1	Scanned copies of all pages of Tender document signed by the tenderer or Authorised Person on all pages along with seal	Whole Tender Document			
2	Self attested copy of Firm/Company registration (in case of a firm/company)				
3	Self attested copy of valid GSTIN registration & latest return of GSTR-1				
4	Self attested copy of PAN card with latest IT return				
5	Self attested copy of experience certificate as per NIT.				
6	Annual Turn Over as per NIT				
7	Self Attested Photo copy of DD/ the receipt of online banking/RTGS/NEFT towards cost of Tender Paper or Exemption certificate				
8	Self attested Photo copy of DD/ the receipt of online banking/RTGS/NEFT towards cost of EMD/Bid Security or Exemption certificate.				
9	Original power of attorney if applicable as per tender				
10	Self attested copy of memorandum article/ partnership deed/affidavit/proprietorship (which is applicable).				
11	No near relative certificate duly filled in and signed	Section-VII Annexure-D			
12	Scanned copy of Letter of Authorization to Tender Opening Event (TOE)	Section- VII Annexure-G			
13	Tenderer's profile duly filled in	Section- VII Annexure-H			
14	Declaration of Non - tampering of tender document duly filled and signed.	Section- VII Annexure-B			
15	Declaration for Downloading the tender Document duly filled and signed.	Section- VII Annexure-E			
16	Bid form duly filled and signed	Section- VII Annexure-I			
17	Clause by clause compliance duly filled and signed	Section- VII Annexure-C			
18	Check list duly filled in	Section-VI			
19	Undertaking regarding genuineness of the documents/information duly filled and signed	Section- VII Annexure-J			
20	Declaration regarding black listing / debarring	Section- VII Annexure-K			
21	Master Vendor Form (in case of new bidder)	Section- VII Annexure-L			
22	Creation of customer ID	Section- VII Annexure-M			
23	Instructions to bidders in pursuant Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security				

Note:- 1 All corrections and overwriting must be signed with date by the tenderer or his authorized representative.

2. The bidder has also to ensure if he has filled the quoted price for, in excel format in the appropriate place of the e-tender portal.

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION- VII**LIST OF ALL TYPE OF 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: BID FORM
10	ANNEXURE-J: UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED
11	ANNEXURE-L: VENDOR MASTER FORM
12	ANNEXURE-M:- CREATION OF CUSTOMER ID
13	ANNEXURE – K -DECLARATION RAGARDING BLACKLISTING/DEBARRING

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-A

(On Rs. 100.00 Non-judicial stamp paper)

This contract is made between the **PGMTD, BSNL, Cuttack** party on the **first part** & M/s _____ (hereinafter called the contractor) party on the **second part**.

Tender no. _____ **dated** _____ .

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

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

(Name of work): _____

The scope, terms and conditions/specification etc. of this contract will be as per original tender document.

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

Performance Security Deposit of Rs.....is furnished below:-

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

Party on the second part

Party on the first part

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

DGM (Rural, Plg & Trans),
O/o PGMTD, Cuttack

Witness (Contractor side)

Witness (Office side)

Signature
Name & address

Signature
Name & address

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-B

Declaration of Non tampering of tender document

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

Place: _____

Date: _____

Signature of bidder/Authorized Signatory

Name of the _____

Seal of the bidder: _____

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-C

DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE

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

Place : _____ Signature of the Tenderer _____

Date: _____ Name of the Tenderer _____

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-D

NO NEAR RELATIVES CERTIFICATE IN BSNL

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

DECLARATION

I/We _____ S/o _____
_____ resident of _____

_____ hereby certify that none of my near relative(s) as defined in the tender document is/are employed any where 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)

Place:

Date:

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-E

Declaration for Downloading the tender Document.

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

Date: _____ Signature of Tenderer _____

Place: _____
Name of Tenderer _____
(Along with date & Seal)

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-F

Proforma for Performance Bank Guarantee

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

Dated:.....

Sub: Performance guarantee.

Whereas DGM (Rural, Plg & Trans) Cuttack, O/o PGMTD, BSNL Cuttack R/o

..... (hereafter referred to as PGMTD, BSNL Cuttack) has issued an LOI no.

..... Dated/...../20..... awarding the work ofto M/s

..... R/o (hereafter referred to as "Bidder") and PGMTD, BSNL Cuttack has asked him to submit a performance guarantee in favour DGM (NW-OP-CFA)Rural, O/o PGMTD, BSNL Cuttack of Rs.- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We BankBranch having

..... (Address) and Regd. office address as

..... (Hereinafter called 'the Bank') agreed to give this guarantee as hereinafter contained:

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

Place:

Date: Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-G

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on or before date of bid opening)**

To

The DGM (Rural, Plg & Trans)
O/o PGMTD, Cuttack

Sub: Authorization for attending bid opening on _____ (date) in the E-tender document for repairing of faulty Modules of SMPS Power Plant in Cuttack Telecom District.

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

Order of Preference	Name	Specimen Signature
I		
II		

Alternate Representative

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

Note:

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-H
TENDERER'S PROFILE

Passport Photograph of bidder/firm proprietor/ authorised signatory
--

General:-

1. Name of the tenderer/firm _____.
2. Name of the person submitting the tender Shri/Smt _____ (In case of proprietary/partnership firms, the tender has to be signed by proprietor/ Partner only, as the case may be)
3. Address of the firm/tenderer: (Present & Permanent)
.....
.....
4. Email ID
5. Tel No. (with STD code) (O) (Fax) (R) (M)
6. Registration & incorporation particulars of the firm (in case of firms)
 - 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)

7. Name of proprietor/Partners/Directors
8. Tenderer's bank, its address and his current account number
9. Permanent Income Tax number, Income Tax Circle
10. Infrastructure capabilities.
11. Details of Technical and supervisory staff:
12. GSTIN No.
13. EPF Code No.
14. ESI registration No.

I/We hereby declare that the information furnished above is true and correct.

Place & Date:-

Signature of tenderer/authorized signatory
Name of the tenderer

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-I
BID FORM

To

The General Manager
Telecom District, Cuttack-12

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda No. the receipt of which is hereby duly acknowledged, we, the undersigned, offer for repairing of faulty Modules of SMPS Power Plant in Cuttack Telecom District in conformity with said conditions of contract and specifications as may be ascertained in accordance with the prices attached herewith and made part of this bid.
2. We undertake, if our bid is accepted, we will execute the work in accordance with specification, time limits & terms and conditions stipulated in the tender document.
3. If our bid is accepted, we will provide you with a performance guarantee from a nationalized/scheduled bank for a sum @ 5% of the contract value for the due performance of the contract.
4. We agree to abide by this bid for a period of 150 days from the date fixed for bid opening (Qualifying bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly verified and prepared so as to prevent any subsequent replacement. We understand that you are not bound to accept the lowest or any bid, you may receive.

7. We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the BSNL website <https://etenders.gov.in/eprocure/app> . Any deviation will result in the rejection of the bid.

Dated this day of (the year)
Signature of authorised signatory
In capacity of

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-J

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 (E-tender document for repairing of faulty Modules of SMPS Power Plant in Cuttack Telecom District.) are true and are exact copies of the original documents/certificates are available with me.

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

Place: Signature of tenderer /Authorised signatory

Date: Name & Seal of the tenderer

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-K

DECLARATION REGARDING BLACKLISTING/DEBARRING

I / We _____ Address _____ having
Partnership/Company/Firm Registration No. _____ hereby declare that I/We
am/are not black listed from taking part in Government Tender by DOT/MTNL/any Govt
Dept/PSU/ GST authority.

Signature of the bidder

Read, understood , complied & agreed

Signature & seal of bidder with Date



ANNEXURE-L
VENDOR MASTER FORM



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

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

Title * :

Name * :

Address * :

Town/District* :

City * :

State* :

Postal/Pin code* : Country *

Contact Details

Telephone Number : Fax No :

Email Id :
(Mandatory for E-tendering)

Name of Contract Person : Mobile No. :

Contact Details

PAN :

GSTIN reg no :

LST (Local VAT reg No) CST Reg No. :

Tax registration no :
(for Foreign Vendors)

Income Tax Exemption details

IT exemption no. IT exemption rate :

IT Exemption date

IT exemption date from IT exemption date to

Read, understood , complied & agreed

Signature & seal of bidder with Date

Excise Details

Excise reg no. :

Excise Range :

Excise Division :

Excise Commissioner :

Payment Transaction/Bank Details

Bank Country :

Bank Name :

Bank Address :

Bank A/C No :

Bank IFSC :

Account holder's name :

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

SWITCH Code (for Foreign Vendor):

IBAN Code (for Foreign Vendor) :

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

Industry Status

Micro/SSI Status : Yes No

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

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

Company/Vendor 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-M

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	

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 –
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a Country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - 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:
- 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-

- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - "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;
- 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;
 - 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;
 - 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;
 - 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

Read, understood , complied & agreed

Signature & seal of bidder with Date

dealings with third person.

VI The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (This is applicable for tenders of Works contracts, including Turnkey contracts).

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

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

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

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.

Definitions

- (i) 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
 - (ii) 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement need the minimum local content as prescribed for "Class-I local supplier" under DPIIT Public procurement (Preference to make in India), order 2017 Revision dt 16.09.2020.
 - (iii) 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, needs the minimum local content as prescribed for "Class-II local supplier" under DPIIT Public procurement (Preference to make in India), order 2017 Revision dt 16.09.2020 but less than that prescribed for "Class-I local supplier" under this order.
 - (iv) 'Non Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class-II local supplier" under DPIIT Public procurement (Preference to make in India), order 2017 Revision dt 16.09.2020
 - (v) 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.
 - (vi) 'Works' means all works as per Rule 130 of GFR- 2017, and will also include turnkey.
- Margin of Purchase Preference: means the maximum extent to which the price quoted by "Class-I local supplier" may be above the L-1 for the purpose of purchase preference.
- 'Class-I local suppliers/Class-II local suppliers' are required to indicate the 'Local content' for the quoted telecom products, service and works, in their bid in the format available in Annexure-D.**

Verification of local content

- (a). The '**Class-I local suppliers/Class-II local suppliers**' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self- certification that the item offered meets the local content requirement for **Class-I local suppliers/Class-II local suppliers**, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- (b). In cases of procurement for a value in excess of Rs. 10 crores, the **Class-I local suppliers/Class-II local suppliers**' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (c). False declarations will be in breach of the Code of Integrity under Rule 175(1)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (i) of the General Financial Rules along with such other actions as may be permissible under law.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- (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

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-II

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

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

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

Signature:

Signature:

Name in Block letters:

Name in Block letters:

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

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