



**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

Office of the Principal General Manager Telecom District  
CUTTACK-753012

**E-TENDER DOCUMENT FOR**

**Printing of BSNL Bills in vendor's own printer including  
supply of stationeries and associated ancillary work in  
Cuttack BA**

**Tender No: - OD-CTK-23/11 (11)/6/2023**

**dtd 28.02.2023**

**Cost of E-Tender Document: - 590/-**

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

**Total number of Pages: -37**

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-I**  
**NOTICE INVITING TENDER**

**E-tender for Printing of BSNL Bills in vendor's own printer including supply of stationeries and associated ancillary work in Cuttack BA**

E-tender is invited by PGMTD, BSNL, Cuttack on single stage & two bid system from Individuals/Companies/Firms registered in India fulfilling the eligibility conditions, as per tender document.

Sl#	Item	Particulars
1	Tender Notice No & date	No. OD-CTK-23/11 (11)/6/2023
2	Tender item	Printing of BSNL Bills in vendor's own printer including supply of stationeries and associated ancillary work in Cuttack BA
3	Validity period of contract	One year from the date of agreement
4	Estimated cost of the tender	Rs 4,85,100.00
5	Tender document can be downloaded from date	<b>28.02.2023</b>
6	Date of receipt of queries from bidders	<b>Up to 17.00 Hrs of 06.03.2023</b>
7	Reply of queries by BSNL	<b>Before 17.00 Hrs of 10.03.2023</b>
8	Last Date of Submission of Tender	<b>20.03.2023 up to 11.00 Hrs</b>
9	Date & Time of Opening of Tender (Technical Bid only)	<b>21.03.2023 at 11:00 Hrs</b>
10	Amount of Bid Security/EMD	<b>Rs 9,702.00 (Rupees nine thousand seven hundred two only)</b> i.e The cost of EMD should be paid in the form of Demand Draft drawn from any Nationalized/Scheduled Bank in favour of AO(Cash) O/o PGMTD BSNL Cuttack or through online Banking/RTGS/NEFT as per the Section-I, Para 2(b)
11	Cost of Tender Form	<b>590/-(Rupees five hundred ninety only)</b> - Non- Refundable. The payment will be accepted in 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)

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](http://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, 1<sup>st</sup> Floor, Room No. 208, Door Sanchar Bhawan, Link Road, Cuttack-12 (in person or through regd/speed post) before the scheduled date and time of submission of the tender, otherwise the same will not be considered 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 PGMTD Cuttack
Account Number	(CA) 514201010032115
IFSC Code	UBIN0551422

Read, understood , complied & agreed

Signature & seal of bidder with Date

MICR Code	756026004
Mail Id :	<a href="mailto:agmplgbsnlck@gmail.com">agmplgbsnlck@gmail.com</a>
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](http://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 PGMTD, 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.

**4. Experience Criteria:** For participating in the tender, the tenderer should meet the following eligibility criteria:

The bidder should have experience of printing of Bills/Forms/documents including supplying of all type of printing stationeries and allied items of Rs. 1,69,785.00 during last five financial years i.e. 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22 in BSNL/Central Govt/Central PSU/ State Govt offices/State PSU. The bidder must have submit above experience certificate duly certified by DGM level officer or equivalent.

Or

For an amount equal to at least 120% of estimated cost of work put to tender during last 3 Financial years plus the subsequent period ending the month preceding the one in which NIT is issued.

- 5 a). **Elegibility criteria:-** The bidder should have the following eligibility.
- a) Registered firm/company, b) Experience as per clause 4, c) Valid PAN & upto date return, d) Valid GSTIN Registration Certificate, upto date challan deposit and latest return of GST
- (b) The documents as listed out in **Section V** should be uploaded in the E-Tender Portal. In case any of the above document is wanting, the bid will be rejected.
- 6 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 the **Room No. 208, 1<sup>st</sup> Floor Doorsanchar Bhawan, Link Road, Cuttack-753012** where BSNL’s Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).
- 7 Incomplete, ambiguous, Conditional tender bids are liable to be rejected.
- 8 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.
- 9 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.

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

## SECTION- II

### SCOPE, SPECIFICATION AND WORK DESCRIPTION

#### Scope and nature of job

#### **Scope:**

- (a) The scope of the tender is to provide Printing, Folding, stapling, bundling of BSNL bills including supply of all stationeries required for Printing, Folding, Stapling & Bundling Services to the O/o PGMTD CUTTACK, for printing of telephone bills inclusive of STD/ISD details (Itemized bills), CDMA, WIMAX, GSM (Group billing) & miscellaneous bills and for post-print operations on a continuous basis for a period of one Year and extendable with same terms and conditions for a further period of six months, on mutually acceptable terms.
- (b) The floor space/power supply/light/AC accessibility to the infrastructure shall be provided by O/o PGMTD CUTTACK. The cost and responsibility of providing / maintaining such infrastructure shall be of O/o PGMTD CUTTACK. At present the infrastructure will be provided for installation of two or three heavy duty printers, During power failure the contractor has to manage printing with his own UPS. The Printers and all its allied accessories and consumables and UPS will be provided by the contractor and maintenance of these items will be the sole responsibility of the tenderer. The printers should be able to print using Main Power supply and without Air Conditioning.
- (c) The equipment installed in O/o PGMTD CUTTACK premises shall be exclusively used for serving O/o PGMTD CUTTACK requirement only. The TENDERER shall not carry out any other jobs on this equipment other than serving the O/o PGMTD CUTTACK requirements.
- (d) In the event of machinery failure, the TENDERER shall make alternative arrangement at his own cost and ensure that schedules are not affected by more than Six (6) hours beyond the stipulated print windows timings.
- (e) The bills are to be printed on pre-printed stationery with fixed contents printed in Black-and-White on one side or both side of the paper depending upon the kind of bill. The pre-printed stationery may be different for different kinds of bills. The tenderer has to supply the pre-printed stationery.
- (f) The stationery paper used for printing shall be minimum of 70 GSM and good quality and approval for the quality, shape, size etc., of the stationery shall be taken from O/o PGMTD CUTTACK. Initially the contents of the pre-printed stationery shall be provided by the O/o PGMTD CUTTACK. This content is subject to change as per the decision of O/o PGMTD CUTTACK and the change will be intimated to the tenderer one month before the date of start of printing of bills. The tenderer has to incorporate the changes in the pre-printed stationery free of cost.
- (g) The software for designing the print-image format for the pre-printed stationery shall be developed by TENDERER free of cost. The TENDERER is also responsible for making the necessary changes to the software needed, to accommodate any changes to the print-image format FREE OF COST as and when such demands are made by O/o PGMTD CUTTACK. The software of the offered bill printing solution should be capable of changing the print layout of the bills (Bill format / basic template) at a very short notice of 1 to 2 days.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- (h) The responsibility for procuring/stocking the necessary stationary and other consumables, for stuffing the printed bills shall be of TENDERER. Necessary storage space for stocking the inventory for about one month's requirement shall be provided by O/o PGM TD CUTTACK.
- (i) Payments shall be made depending on the actual number of pages printed. Since some bills contain more than one page, it is obvious that the number of bills will be less than the number of pages printed. At present only one side of the sheet will be printed and hence the number of pre-printed stationeries will be equal to the number of pages printed. However, if in future, it is decided by O/o PGM TD CUTTACK to print bill data on both sides of the pre-printed stationery, the Tenderer has to comply accordingly

**Nature:**

- (a). BSNL will provide softcopy of the bills in PDF or Post script format. The format may change as per BSNL decision as and when required
- (b). The softcopy of the bills will be provided to the tenderer in a CD, DVD or Pen drive. Since the data is critical business information of BSNL the tenderer should not store/share the same with others.
- (c). Please note that one bill may contain more than one sheet. Each bill has to be identified properly before stapling. All the bills are to be stapled irrespective of the fact whether the bill contains single sheet or multiple sheets. The bill files are arranged PIN code/Exchange wise. After printing, the bills are to be folded, stapled & sorted PIN code wise/Exchange wise (Exchange wise bills of above Rs 2000/- should be bundled separately)/PCO wise- and handed over to AO (TRB) or any other office decided by the competent authority, in bundles of 200 bills each or part thereof.
- (d). For the time being, only one side of a sheet is to be printed. But in future it may be required to print on both sides of a sheet as per instruction in the post script file.
- (e). **Print window timing:** The tenderer should start delivering the sorted and stapled printed bills to the AO (TRB) of this office from the second day (counting from the date of receipt of the bill files) onwards in bundles of 200 bills or part there of. Delivery of all the stapled & sorted bills has to be completed within 4 days from the date of receipt of billing information by the tenderer. The transportation cost, if any, shall be borne by the tenderer.
- (f). Currently approximately **33000** pages are being printed in each month which may vary from time to time.
- (g). The bill files may be given to the vendor in different phases at any time during the month. The vendor can claim the payment after completion of delivery of all the bills of each phase or once at the end of each month for the work done during the month.

**Period :** Under normal circumstances the contract shall remain valid for a period of **one year** and extendable for a further period of **six month** on same terms and conditions, on mutually acceptable terms.

**Quantity :** Approximate Estimated cost is as mentioned at NIT of the Tender. However it should be clearly noted that BSNL shall place the order only as per the actual requirement from time to time.

Read, understood , complied & agreed

Signature & seal of bidder with Date

## **SECTION-III**

### **INSTRUCTIONS TO BIDDERS & CONDITIONS OF TENDER**

#### **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.

#### **2. SERVICES TO BE PROVIDED**

As per Section-II

#### **3. ELIGIBLE BIDDERS**

As per clause-5 of DNIT, Section-1(A)

#### **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	SCOPE, SPECIFICATION AND WORK DESCRIPTION.	II
3	INSTRUCTIONS TO BIDDERS & CONDITIONS OF TENDER	III
4	FINANCIAL BID (RATE SHEET)	IV
5	CHECK LIST/REQUIREMENTS	V
6	FORMATS FOR DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES	VI

- (a). The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Tender Document or submission of the bids not substantially responsive to the Tender Document in every respect will be at the bidder's risk and may result in rejection of the bid.

#### **6. CLARIFICATION ON BID DOCUMENTS**

- 6(a). A prospective bidder, requiring any clarification of the Bid Documents shall notify the Tendering authority in writing or FAX or 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 21 days of last date of the submission of bids**. Copies of the query (without identifying the source) and clarifications by the Tendering authority shall be sent individually to all the prospective bidders who have received the bid documents.
- 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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

## **7. DOCUMENTS TO BE SUBMITTED FOR BID**

- (b). The details of documents to be submitted with the Bid are as detailed at **Section V**. 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.
- (c). Documents in original should be submitted for verification as required by the Tendering Authority.
- (d). 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.
- (e). As per the requirement of the tender's condition, if any documents/paper/certificate submitted by the bidder is found to be false/fabricated/tampered /manipulated at any stage during bid evaluation or after award of contract, then the bid security (EMD/PBG) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would be taken for banning of business dealing with the defaulting firm. In case contract has already been awarded to the bidder, then PBG would be forfeited and the contract would be rescinded/ annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm. An undertaking to this effect should be submitted by the bidder as per format at **Annexure-K of Section-VI**.

## **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

BSNL Contact-1	Sri D. Nayak AGM (NW-PLG-CFA) O/o PGM TD Cuttack Tel.No.0671-2304440, Mob.No. 9437960466 between 10:30 hrs to 17:00 hrs from 28.02.2023 to 20.03.2023
BSNL Contact-2	Shri K. Samal SDE (Planning) O/o PGM TD BSNL Cuttack, Tel.No.0671-2304440, Mob.No.9437177066 between 10:30 hrs to 17:00 hrs from 28.02.2023 to 20.03.2023 email id :agmplgbsnlck@gmail.com

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

It is a two bid system and the bid prepared by the bidder shall comprise of 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**

- (a). The bidder shall quote the price excluding GST. The offer shall be in Indian Rupees. No Foreign exchange will be made available by the purchaser.
- (b). The bidder shall quote rates as per schedule given in Section IV.

Read, understood , complied & agreed

Signature & seal of bidder with Date



- (c). A bid submitted with an adjustable price quotation will be treated as non – responsive and rejected.
- (d). "DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc, into account".
- (e). The tender **with abnormal high or low rates** are liable for rejection as per decision of BSNL.

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

## **13. A. BID SECURITY/EMD**

- a) The bidder must deposit the amount as Bid Security as per NIT. 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 from any Nationalized / Scheduled bank drawn in favour of AO (Cash),O/o PGMTD BSNL Cuttack payable at Cuttack. The payment can also be made through online banking/RTGS/NEFT, as per clause 2(a) of Section-1(A).
- (b) The successful bidder's bid security will be released on signing the agreement and furnishing the performance bank guarantee.
- (c) The Bid security of unsuccessful bidder will be discharged / returned as early as possible within 30 days time of the finalisation of the tender or expiry of bid validity period.
- (e) **A BID WITHOUT BID SECURITY SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.**

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

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

- If the successful bidder backs out to accept the tender and/or does not deposit the Performance Security Deposit @ **10%** 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 Read, understood , complied & agreed

Signature & seal of bidder with Date

appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.

- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.
- (e) Original 'Power of Attorney' in case person other than tenderer has signed the tender documents.

## **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 NIT
- II. Crossed DD towards cost of tender document as per NIT.
- III. Power of attorney in original (If applicable) .

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 Printing of BSNL Bills in vendor's own printer including supply of stationeries and associated ancillary work in Cuttack BA for the year 2022-23 NIT No. \_\_\_\_\_ addressed to **AGM (NW-PLG-CFA) O/o PGMTD, Cuttack should reach, Doorsanchar Bhawan, 1<sup>st</sup> 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 of M/s ITI along with the particulars of DD.
- iii. In case the payment of tender document fee & EMD is made through e-payment, the power of attorney in original (if applicable) shall be submitted as above.

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

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

## **II. SUBMISSION OF BIDS:**

- a. All the clauses of the bids must be complied with and price bids must be quoted online by the bidders before the locking/closing time of the bid as per NIT.
- b. Scanned documents wherever necessary are to be uploaded in the appropriate places of the document.
- c. 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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- 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.

### **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 VI. 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, 1<sup>st</sup> 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**

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

### **20. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

- a. The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
- b. The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered inclusive of Duties and taxes (but excluding CENVAT-able Duties & Taxes).

Read, understood , complied & agreed

Signature & seal of bidder with Date

- c. 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.
- d. If the supplier does not accept the correction of the errors, his bid shall be rejected.
- e. Rate must be quoted for the item, otherwise bid is liable for rejection.
- f. The evaluation and comparison of substantially responsive bids shall be done on the basis of lowest quoted rate.
- g. BSNL reserves right to negotiate against the price quoted by the bidder.
- h. Tendering authority may negotiate with L1 bidder only or may make counter offer of the same L1 negotiated price to other successful bidder(s). However, BSNL reserves the right to award the work to multiple bidders.

## **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**

- (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 tender conditions. 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 14 days of receipt of letter of intent, give his acceptance along with performance security deposit. The tendering authority shall have the right to keep more than one contractor.
- (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 year from the date of signing of agreement between the BSNL and the Contractor.
- (c). The rates agreed upon shall be valid **for a period of one year** from the date of signing of agreement between the BSNL and the Contractor. The agreement will be normally for one year and can be extended on mutual agreement on same approved rates and same terms & conditions for **another six Months period** with proportionate increase in the estimated cost on the discretion of PGM TD, Cuttack.

### **(d). PURCHASER'S RIGHT TO VARY QUANTUM OF WORK:**

The purchaser at the time of award of work under the contract reserves the right to decrease or increase the work by up to 25% of the total quantum of work without any change in the rates or other terms and conditions.

### **(e). PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The purchaser's reserves the right to accept or reject any bid and annule the bidding process and reject all bids, at any time prior to award of contract without assigning any reason what-so-ever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the department's section.

- (f) Performance Security Deposit (PSD):** The Bidders shall furnish Performance Security Deposit in the format at **Annexure – F of Section VI** for an amount of 10% of the estimated cost of the tender in the form of Bank Guarantee from a Nationalized/ scheduled Bank for a period of 36

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Signature & seal of bidder with Date

months in favour of **A.O. (Cash), BSNL, O/o PGM TD Cuttack** payable at Cuttack as awarded by the PGM TD, Cuttack. 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. BSNL may extend the time for submission of PSD.

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

- i. The successful L-1 bidder do not execute agreement after deposit of Performance Security Deposit **within 14 days**. Unsatisfactory service by the contractor.
- ii. 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 in this office. In the event of failure of the 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. PREPARATION & SUBMISSION OF BILL**

- i. The contractor shall prepare a bill in duplicate indicating the goods supplied/services provided the rates, the quantities, the TAX components and the Purchase Order details, within one month of the delivery of the Printed bills The bill should be submitted along with the Delivery Challan(s), if any. Certificate of AO (TRB) on the body of the bill regarding satisfactory completion of work is mandatory.
  - ii. Copy of last GST Payment receipt.
  - iii. Normally, bill shall be processed after receipt of all the goods /services ordered as per Purchase Order/work order.
  - iv. Penalty Clause at 27 of Section-IV is applicable in case of late submission of bills.
- (v) The BSNL will pay no advance of any kind.

**(25) (i) QUALITY OF GOODS:**

It is the responsibility of the supplier to ensure that the goods supplied are of genuine quality and brand. In case it is found that the goods are of duplicate quality or brand, BSNL may reject the contract and the supplier may be blacklisted for future business with BSNL.

(ii) Transportation and packing charges, if any, shall be borne by the supplier/service provider and the same shall not be claimed by the bidder, for reimbursement from BSNL.

(iii) The approved rates of goods/services shall remain unchanged throughout the contract period and the rate shall not be revised in any case.

**26. 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.

**27. PENALTY CLAUSE**

In the event of failure to complete the entire print job (Printing, stapling, folding and bundling) including other post printing operations, if any, within the print-window timings prescribed. The

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Signature & seal of bidder with Date

tenderer shall be liable to pay the penalty as follows and such amount of penalty will be deducted from any amount due from PGMTD CUTTACK or encashed from Security Deposit/Performance Guarantee, after allowing reasonable chance to TENDERER to set right the Service deficiencies to the full satisfaction of the PGMTD CUTTACK and decisions of PGMTD CUTTACK shall be final & binding.

Delay in completion of job	Penalty
1. For the first and second days beyond print-window timings or part thereof.	Rs. 10,000/- per day – Proportionately for the uncompleted work.
2. From third day onwards upto fifth day beyond print-window timings.	15,000/- per day. – Proportionately for the uncompleted work. The maximum amount of penalty for any particular monthly billing cycle is capped at 25% of the monthly billed amount by tenderer.
3. From six day beyond print-window timings.	Work order stands cancelled.

### Special Requirements

- 1 Intending bidder must have a telephone and a fax where requisition of articles can be conveyed all the days in working hrs. Both telephone number and fax number must be specified in the bid. If these are not available at present then the tenderer has to arrange these contact details before starting the job.
- 1. Payment of any Govt. tax or duty for the articles will be liability of contractor.**
- 2. Transportation & Packing charges paid by the bidder, if any, should not be claimed by the bidder, for reimbursement.**

### 28. Termination of Contract by BSNL

- (a). The PGMTD, 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, terminate the contract in whole or in parts by giving two months notice in writing to the contractor if the contractor fails to supply goods/provide service 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 contractor.
- (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 contractor.

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Signature & seal of bidder with Date

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

### **29. RIGHT TO VARY QUANTITIES & PERIOD**

BSNL will have the right to increase or decrease the approximate requirement specified in the financial bid without any change in the unit rate or other terms and conditions of contract.

### **30. 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.

### **31. PERIOD OF VALIDITY OF BIDS**

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

### **32. 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.

### **33. REJECTION OF BID**

The bid will be rejected in case of :-

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

### **34. 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 and employment of unskilled labourers 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 honour his bid without sufficient ground.

### **35. NEAR-RELATIONSHIP CERTIFICATE**

- 35.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 35.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 35.3 The near relatives for this purpose are defined as:-
  - (a) Members of a Hindu undivided family.

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(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).

35.4. The format of the certificate is given in **Annexure-D of Section-VI**

**36. 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.

**37. Note for Tender opening Committee:**

At the time of tender opening, the TOC will check/ verify that the documents conforming to eligibility part are submitted by the participant bidder duly authenticated by the authorized signatory to obviate any possibility of doubt and dispute and maintain veracity of the documents / papers/ certificates.

The documents/ papers to be submitted in respective bid part have been explicitly stated in **Section-V**.

This opened bid part which is already signed by the authorized representative of the bidder company during bid submission will be signed by the tender opening committee on hard copy and preserve it along with the bids received online in case of e-tendering.

These papers will be treated as authentic one, in case of any dispute.

**38. 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.

**39. 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.
- The venue of the arbitration proceeding shall be the O/O the Chief General Manager BSNL Orissa Circle Bhubanewar 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.

Read, understood , complied & agreed

Signature & seal of bidder with Date



- Once a claim has been included in the submission by the contractor, a modification thereof will be opposed.
- The “point of defence” 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.

#### 40. 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.

#### 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. <https://etenders.gov.in/eprocure/app> & [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) 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-V**

b. The following documents in a separate envelope are to be submitted through Offline **as instructed in clause-15 Part-A of Section-V** in the tender box in the chamber of **AGM (NW-PLG-CFA) Room No-208, 1<sup>st</sup> Floor, Doorsanchar Bhawan, Cuttack-753012** or should reach him by Registered/ Speed Post before the closing time of closing date.

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

#### **c. Special Note on Security of Bids in ETS:**

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

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Signature & seal of bidder with Date

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://etenders.gov.in/eprocure/app> & [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in)

*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
  - Digital Certificate(s)

**45. 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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- 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 EMD of the successful tenderer shall be refunded without interest after completion of execution of agreement on deposit of Performance Security Deposit in case the tender(s) is finalized or within a month if the tender is cancelled, subject to fund released by corporate office
- h. 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.
- i. 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 PGMTD, Cuttack. However, the Performance Security Deposit of the defaulted contractor will be forfeited and he may be black listed.

Read, understood , complied & agreed

Signature & seal of bidder with Date

**SECTION-IV**

**FINANCIAL BID**

**RATE SHEET (TO BE QUOTED BY BIDDERS)**

**BID DOCUMENT FOR PRINTING OF BSNL BILLS IN VENDOR'S OWN PRINTER INCLUDING SUPPLY OF STATIONERIES AND ASSOCIATED ANCILLARY WORK IN CUTTACK TELECOM DISTRICT.**

Rs. ..../- (Rupees. .... ) per Page for carrying out the jobs as per the terms and conditions mentioned in Section-II. This cost is exclusive of GST but inclusive of all other charges/any govt. levies.

**Signature of the Tenderer**

**Full address of Tenderer &**

**Contact telephone No**

Read, understood , complied & agreed

Signature & seal of bidder with Date

**SECTION-V**  
**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	<b>Whole Tender Document</b>			
2	Self-Attested copy of Registration of firm/company				
3	Self-Attested copy of experience certificate	<b>As per NIT</b>			
4	Self-Attested copy of valid PAN upto date return				
5	Self-Attested copy of valid GSTIN registration, latest payment challan & upto date return of GST				
6	Self Attested copy of the online Banking/RTGS/NEFT towards payment cost of Tender Paper (if paid online) or DD				
7	Self attested copy of the online Banking/RTGS/NEFT towards payment cost of EMD/Bid Security(if paid online) or DD				
8	Self-Attested Photo copy of Original “Power of Attorney” if applicable				
9	Self declaration regarding blacklisting/debarring in any State Govt/Central Govt./Central PSU/State PSU				
10	Self attested copy of memorandum article/ partnership deed/affidavit/proprietorship (which is applicable).				
11	Self-Attested copy of Declaration of Non - tampering of tender document duly filled and signed.	<b>Section-VI Annexure-B</b>			
12	Self-Attested copy of Clause by clause compliance duly filled and signed.	<b>Section-VI Annexure-C</b>			
13	No near relative certificate duly filled in and signed	<b>Section-VI Annexure-D</b>			
14	Self-Attested copy of Declaration for Downloading the tender Document	<b>Section-VI Annexure-E</b>			
15	Scanned copy of Letter of Authorization to Tender Opening Event (TOE)	<b>Section-VI Annexure-G</b>			
16	Tenderer’s profile duly filled in	<b>Section-VI Annexure-H</b>			
17	Master Vendor Form (in case of new bidder)	<b>Section-VI Annexure-I</b>			
18	Self-Attested copy of Bid form duly filled and signed	<b>Section-VI Annexure-J</b>			
19	Undertaking regarding genuineness of the documents/information submitted	<b>Section-VI Annexure-K</b>			
20	Instructions to bidders in pursuant Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security	<b>Section-VII</b>			

**N.B.: Bidder should produce the relevant original documents for verification as and when called for.**

Read, understood , complied & agreed

Signature & seal of bidder with Date

**SECTION-VI**

**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
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Read, understood , complied & agreed

Signature & seal of bidder with Date

**ANNEXURE-A****Agreement printing of BSNL Bills in vendor's own printer including supply of stationeries and associated ancillary work in Cuttack Telecom District**

An agreement made this ..... between PGM TD, Cuttack hereinafter called the BSNL to the context include his successors and assignees on the one part and ..... having his/ its residence/ Office at..... (Actual through its constituted attorney hereinafter called "Contractor" (Which term shall include their heirs, executors, successors and assignees on the other parts.

Whereas the BSNL is desirous of getting executed certain work namely: Printing, Folding, stapling, bundling of BSNL bills including supply of stationeries to Cuttack Telecom District.

Vide Tender No..... dated -.....

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

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

1. The tender notice, Terms and conditions, Tender schedule etc as per tender document vide Tender No ..... dated - ..... along with its enclosures) annexed hereto and such other additional particular instructions drawing as may be found requisite to be given during execution of the work shall be deemed and taken to be integral part of the contract and also be deemed to be included in the expression " Contractual or contract documents" wherever herein used.
2. In consideration of the payment to be made to the Contractor for the works to be executed by him, the contractor hereby conveys the BSNL that the contractor shall in accordance with the tender document to Printing, Folding, stapling, bundling of BSNL bills including supply of stationeries to Cuttack Telecom District and shall perform all other acts, deeds, comments and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms and conditions of the tender.
3. The party at second part called as " Contractor" also declares that none of his/her relatives i.e Wife, Husband, Parents, Grand parents, children and Grand Children, Brothers, Sisters, Uncles, Aunts and cousins and their corresponding in-laws is working as an officer or an official in BSNL in Orissa Telecom Circle.
4. In consideration of the due provisions, execution and completion of the said works, the BSNL hereby agrees with the Contractor that the BSNL will pay to the Contractor the respective amounts for the goods supplied /service provided by the contractor such sum(s) as may become payable to the contractor under the provisions of the contract agreement.
5. The contract will be in force for one year with effect from ..... to .....
6. Performance Security Deposit of Rs.....is furnished below:-  
Performance Security Deposit for Rs..... is furnished through Bank Guarantee/ DD No. .... Dt..... of (bank) .....and it is valid upto Dt.....

Read, understood , complied & agreed

Signature & seal of bidder with Date

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

Signature of the Contractor

Signed and delivered

Name/Address of the Contractor

for and on behalf of the  
Bharat Sanchar Nigam Limited.

In the Presence of witness:

1. Signature:  
Name/Address:

1. Signature:  
Name/Address:

Designation:

Designation:

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 <https://etenders.gov.in/eprocure/app> & [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) 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 <https://etenders.gov.in/e procure/app> & [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) 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 &amp; for the period 30 months)

Dated:.....

**Sub: Performance guarantee.**

In consideration of the President of India (hereinafter called "the BSNL") having agreed to exempt \_\_\_\_\_ (hereinafter called the "Contractor(s) ") from the demand, under the terms and conditions of an agreement/Tendering authority Order) No. \_\_\_\_\_ . Dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for providing \_\_\_\_\_ (hereinafter called the "the said agreement"), of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for \_\_\_\_\_ we, (Name of the Bank) \_\_\_\_\_ (hereinafter referred to as "the Bank") at the request of \_\_\_\_\_ (contractor(s) do hereby undertake to pay to the BSNL an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL by reason or any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

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

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

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

Read, understood , complied &amp; agreed

Signature &amp; seal of bidder with Date

us in writing or before the expiry of **36 months** from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

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

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

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

Dated \_\_\_\_\_

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

For

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

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

To  
The DGM (NW-OP-CFA) Rural  
O/o PGM TD, Cuttack

Sub: Authorization for attending bid opening on \_\_\_\_\_ (date) in the Tender for Printing of BSNL Bills in vendor's own printer including supply of stationeries and associated ancillary work 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.

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signature</b>
<b>I</b>		
<b>II</b>		

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

Passport size  
Photograph (To be  
pasted) of the  
Tenderer /  
authorized Signatory  
holding  
Power of Attorney  
with signature on  
the front side of

**ANNEXURE-H****TENDERER'S PROFILE**

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

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

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

Place: Signature of tenderer /Authorised signatory

Date: Name & Seal of the tenderer

Read, understood , complied & agreed

Signature & seal of bidder with Date



ANNEXURE-I

BSNL   
**ERP**

**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 :

Service Tax reg no :

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

Tax registration no :   
(for Foreign Vendors)

**Income Tax Exemption details**

IT exemption no. :  IT exemption rate :

Read, understood , complied & agreed

Signature & seal of bidder with Date

IT Exemption date

IT exemption date from

IT exemption date to

**Excise Details**

Excise reg no.

Excise Range :

Excise Division :

Excise Commissioner

**Payment Transaction/Bank Details**

Bank Country :

Bank Name :

Bank Address :

Bank A/C No :

Bank IFSC :

Account holder's name :

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

SWITCH Code (for Foreign Vendor):

IBAN Code (for Foreign Vendor)

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

Micro/SSI Status : Yes  No

1. I/We hereby authorize BSNL to make all payments to us by cheque/direct credit to our bank account details which are specified above.
  2. I/We here authorize BSNL to deduct bank charge applicable for such direct bank payments.
- Note:
1. If PAN is not provided, TDS @ 20% will be deducted whenever applicable
  2. If Excise Registration/GST Registration/VAT Registration Number is not provided, then the taxes will not be paid whenever applicable.
  3. If Bank particulars are not provided, the payment will be made by Cheque only.
  4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company/Vendor Authorised Signatory/Designation      Date      Company Seal

For Office use)

Vendor Account Group :  Payment Method :

TDS – Invoice :  TDS Code - Invoice :

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

**ANNEXURE-J  
BID FORM**

To  
The General Manager  
Telecom District, Cuttack-12

Bidder reference No. .... date .....

Dear Sir,

Having examined the conditions of contract and specifications including addenda No. .... the receipt of which is hereby duly acknowledged, we, the undersigned, offer to for Printing of BSNL Bills in vendor’s own printer including supply of stationeries and associated ancillary work 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.

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.

If our bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

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.

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.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alternation and replacement.

Date this ..... day of ..... (the year)

Signature of authorised signatory .....

In capacity of .....

Duly authorized to sign the bid for on behalf of .....

Witness .....

Address .....

Signature .....

Read, understood , complied & agreed

Signature & seal of bidder with Date

**ANNEXURE-K**

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

I, Shri/Smt ..... Son/Daughter of Shri ..... do hereby undertake that all the documents / certificates submitted by me with this tender (tender for printing of BSNL Bills in vendor's own printer including supply of stationeries and associated ancillary work 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

## Section-VII

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

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

#### **Explanation-**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner Read, understood, complied & agreed

Signature & seal of bidder with Date

is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person, employed to do any act for another, or to represent another in dealings with third person.
- VI The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (This is applicable for tenders of Works contracts, including Turnkey contracts ).

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

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

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

Read, understood , 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>

Read, understood , complied &amp; agreed

Signature &amp; seal of bidder with 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]

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

Read, understood , complied & agreed

Signature & seal of bidder with Date