

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

Office of the General Manager Telecom District Dhenkanal -759001.

# **E-TENDER DOCUMENT FOR**

Printing, Folding, Stapling, Bundling of BSNL bills and printing of defaulter notices / adalat notices including supply of all stationeries required for Printing, Folding, Stapling & Bundling

for Dhenkanal Telecom District

Tender No. G-202/2019-20/Bill Printing/01 Dated:- 04.11.2019

Cost of Tender Document: - Rs.590/-

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

Total number of Pages: -37

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Dated:- 04.11.2019

Office of the General Manager, Telecom District Dhenkanal , Dakhinaklai Road, Dhenkanal -759001.



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

#### SECTION-I NOTICE INVITING TENDER

E-Tender for Printing, Folding, Stapling, Bundling of BSNL bills and printing of defaulter notices / adalat notices including supply of all stationeries required for Printing, Folding, Stapling & Bundling

1 On behalf of Bharat Sanchar Nigam Limited (BSNL), e-Tender is invited on two stage bidding system from Individuals/Companies/Firms registered in India fulfilling the eligibility conditions, as per tender document.

| SN | Item                                                  | Particulars                                                                                                                                                                                |
|----|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Tender Notice No & date                               | G-202/2019-20/Bill Printing/01 Dated: - 04.11.2019                                                                                                                                         |
| 2  | Tender item                                           | Printing,Folding,Stapling,Bundling of BSNL bills and printing of defaulter notices / adalat notices including supply of all stationeries required for Printing,Folding,Stapling & Bundling |
| 3  | Validity period of contract                           | one year from the date of agreement                                                                                                                                                        |
| 4  | Estimated cost of the tender                          | Rs.500000/- (Rupees Five lakhs only)                                                                                                                                                       |
| 5  | Tender Document can be downloaded from date           | <mark>04.11.2019</mark>                                                                                                                                                                    |
| 6  | Last date of receipt of queries from bidders          | Upto 18:00 Hrs of 13.11.2019                                                                                                                                                               |
| 7  | Reply of queries by BSNL                              | Upto 18:00 Hrs of 23.11.2019                                                                                                                                                               |
| 8  | Last Date of Submission of Tender                     | 25.11.2019 up to 17.00 Hrs                                                                                                                                                                 |
| 9  | Date & Time of Opening of Tender (Technical Bid only) | 26.11.2019 at 11:00 Hrs                                                                                                                                                                    |
| 10 | Amount of Bid Security/EMD                            | <b>Rs.10,000/-(Rupees ten Thousand only)</b> i.e The cost of EMD should be paid through online Banking/RTGS/NEFT as per the Section-I, Para 2(b).                                          |
| 11 | Cost of Tender Form                                   | <b>Rs.590/-(Rupees Five Hundred Ninty only)</b> i.e The cost of Tender paper should be paid through online Banking/RTGS/<br>NEFT as per the Section-I, Para 2(b).                          |

- **Note:** 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 and/or newspapers.
- 2(a) The Tender document can be downloaded from the website: <u>www.tenderwizard.com/BSNL</u> and to be submitted in e-format. Cost of Tender Document and Earnest Money Deposit (EMD) should be paid by the bidder through online Banking/RTGS/NEFT separately to the BSNL collection account as per clause 2(b), IFSC code & A/C no of AO (Cash) is available Section-I, Para 2(b) before the scheduled date and time of submission of the tender otherwise the Bid will not be considered.
- 2(b) The cost of EMD and cost of Tender paper should be paid through online Banking/RTGS/NEFT as per the following details.

| Name of the Bank and Branch | Union Bank of India, Dhenkanal.        |
|-----------------------------|----------------------------------------|
| Accounts Name               | A.O(Cash), BSNL,O/o GMTD Dhenkanal     |
| Account Number              | 540501010012016 - Current Account      |
| IFSC Code                   | UBIN0554057                            |
| Address of the Bank         | Meena Bazar, Jaganath Road , Dhenkanal |
| MICR Code                   | 759026002                              |
| Mail Id :                   | gmtddkl10@rediffmail.com               |
| Contact No                  | Mobile No. 9437764997                  |

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

- 2(c) Online Banking/RTGS/NEFT for EMD or cost of Tender Paper to be done separately, in no case it should be combined.
- 2(d) Amendments, if any, to the tender document will be notified in the above website as and when such amendments are made. It is the sole responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document
- 3(a) Intending bidders are requested to register themselves with M/s. ITI Limited through the website **www.tenderwizard.com/BSNL** for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.
- 3(b) BSNL has decided to use the process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.
- 3(c) Bidders may note that the tender document can be downloaded from the website <u>www.tenderwizard.com/BSNL</u> or following the "Tenders" link of the website <u>www.odisha.bsnl.co.in/tenders/Dhenkanal</u> from 04.11.2019
- 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 (<a href="http://www.tenderwizard.com/BSNL">www.tenderwizard.com/BSNL</a>) as per Annexure -B of Section VIII.
- 3(e) In case of any correction/ addition/ alteration/omission is found in the tender document; the tender bid shall be treated as non-responsive and shall be rejected.
- 3(f) Any queries after the due date i.e 13.11.2019 will not be entertained.
- 4(a) The bidder should have turnover of more than 5(five) lakh rupees during last two financial years i.e 2017-18 & 2018-19 with respect to Printing, Folding, Stapling, Bundling of BSNL bills or similar nature of works in any PSU or registered Company of Firm.
- 4(b) The documents as listed out in Section VII should be uploaded in the E-Tender Portal.
- 5 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 AGM (HR & Plg ), O/o GMTD, 1<sup>st</sup> Floor, Room No - 103, BSNL Bhawan, Dakhinakali Road, Dhenkanal-759001 (ODISHA) where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).
- 6 Incomplete, ambiguous, Conditional tender bids are liable to be rejected.
- 7 General Manager Telecom District Dhenkanal 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.
- 8 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.
- 9 All statutory taxes as applicable shall be deducted at source before payment.

General Manager Telecom District Dhenkanal 759001 (ODISHA)

### SECTION-II

#### INSTRUCTIONS TO BIDDERS

#### A. INTRODUCTION:

#### 1. DEFINITIONS:

- (a). "BSNL" or "The Nigam", "The Purchaser" 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, Dhenkanal.
- (b). "The Bidder" means the individual or firm who participates in this tender & submits its bid.
- (c). "The Supplier" or "The Contractor" means the individual or firm supplying the goods under the contract.
- (d). "The Purchase Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- (e). "The Contract Price" means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.
- (f). **"E-Tender Portal**" means the website "www.tenderwizard.com/BSNL" of M/s ITI Limited who is providing e-Tendering solution to BSNL.
- (g). "ETS" means the Electronic Tendering System through the e-Tender Portal.

#### 1A. GST Compliance

- (i) The bidder should submit valid GST regn certificate or mention as unregistered dealer as per GST act.
- (ii) A self declaration that the bidder is not blacklisted by GST authorities
- (iii) In case the supplied get blacklisted during the tenure of contract then any loss suffered by BSNL will be recovered from the bill / security money.
- (iv) If the bidder has multiple GST number then all such numbers will be provided.
- (v) The bidder should submit correct HSN / SAC codes, the bidder will be responsible for loss to BSNL owing to wrong furnishing of the HSN / SAC codes.
- (vi) The bidder should submit GST invoice / Debit & Credit Note as per rule.
- (vii) It would be responsible of the supplier to declare correct information of invoice and to file GST returns in time enabling BSNL to avail Tax credit. Any loss by BSNL for not complying GST provisions will be recovered from the bidder.

#### 2. ELIGIBLE BIDDER:

The bidder should have annual turnover of more than **Rs 5,00,000/-** during last two consecutive financial years i.e 2017-18 & 2018-19 with respect to Printing, Folding, Stapling, Bundling of BSNL bills or similar nature of works in any PSU or registered company or Firm. The experience certificate to be issued by State/Central Govt. /PSU should be not below the rank of DGM or equivalent and in case of Company or Firm it should be issued from the Director/ Proprietor, as the case may be.

#### 3. 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.

#### B. THE BID DOCUMENT:

#### 4. CONTENTS OF THE BID DOCUMENT:

(a). The Bid document includes the following:

| Sl.no | Description                                                         | SECTION NO. | PAGE NO. |
|-------|---------------------------------------------------------------------|-------------|----------|
| (a).  | Notice inviting tender                                              | I           | 03-04    |
| (b).  | Instructions to bidders                                             | II          | 05-09    |
| (c).  | E-tendering instructions to bidders                                 | III         | 10-12    |
| (d).  | General conditions of contract                                      | IV          | 13-17    |
| (e).  | Special conditions of contract                                      | V           | 18       |
| (f).  | Financial bid                                                       | VI          | 19       |
| (g).  | Check list/requirements                                             | VII         | 20       |
| (h).  | Formats for declarations, undertakings, agreements and certificates | VIII        | 21-37    |

(b). 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.

#### 5. CLARIFICATION ON BID DOCUMENTS

(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 upto 18:00 hrs of

**23.11.2019** 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.

(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.

#### 6. DOCUMENTS TO BE SUBMITTED FOR BID

- (a). The details of documents to be submitted through online in e-Tender Portal are as detailed at **Section VII**. If any one of the above items required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage.
- (b). Documents in original should be submitted for verification as required by the Tendering Authority.
- (c). The bidder will verify the genuineness and correctness of all documents and certificates including experiences/performance certificates, submitted by the bidder or any other firm /associates before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.
- (d). As per the requirement of the tender's condition, if any documents/paper/certificate submitted by the bidder is found to be false/fabricated/tampered /manipulated at any stage during bid evaluation or after award of contract, then the bid security (EMD/PBG) 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-L of Section-VIII.

#### 7. AMENDMENT TO BID DOCUMENT

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

| ITI Tender<br>Wizard Help Desk | Shri Swadesh Kumar Bal, 9776823641, 01149424365 between<br>10:30 hrs to 18:00 hrs from <b>04.11.2019 to 25.11.2019</b> |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------|
| Contact                        | <u>twhelpdesk404@gmail.com</u>                                                                                         |
| BSNL Contact-1                 | Mr. Sanjib Kumar Routray, AGM (HR&Plg) O/o GMTD Dhenkanal                                                              |
| 06762-226550                   | between 10:30 hrs to 17:00 hrs from 04.11.2019 to 25.11.2019                                                           |
| 9438884499                     |                                                                                                                        |
| BSNL Contact-2                 | Shri Rabindra Kumar Sarangi SDE (General & IT ) O/o GMTD BSNL                                                          |
| 06762-226200                   | Dhenkanal,between <mark>10:30 hrs to 17:00 hrs</mark> 04.11.2019 to 25.11.2019                                         |
| 9437552600                     |                                                                                                                        |

#### C. PREPARATION OF BID:

#### 8. PREPARATION OF BID DOCUMENTS - TECHNICAL BID & FINANCIAL BID

It is a two bid system and the bid prepared by the bidder shall comprise Technical Bid and Financial Bid and should be prepared as per Clause-14 of this Section.

#### 9. 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.

#### 10. BID PRICE

- (a). The bidder shall give the **total composite price excluding GST charges**. The offer shall be firm 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 VI.
- (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.

#### 11. 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 VIII should be given along with bid document.

#### 12. (12.1) BID SECURITY/EMD

- (a). The successful bidder's bid security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with Clause 12.2 of this Section and furnishing the performance security.
- (b). The Bid security of unsuccessful bidder will be discharged / returned as early as possible as but not later than 30 days after the expiry of the period of bid validity.
- (c). <u>A BID WITHOUT BID SECURITY SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED</u> <u>BY THE TENDERING AUTHORITY.</u>

#### (12.2) FORFEITURE OF BID SECURITY/EMD

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

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

#### 13. FORMAT AND SIGNING OF BID

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

#### 14. PREPARATION & SUBMISSION OF BIDS

#### I) Contents of the Bid:

The bid contains two parts -

- <u>Part A:</u> The Second part relates to uploading of scanned documents required for Technical Bid as per Section VII in the appropriate place of the e-Tender Portal.
- <u>Part B:</u> 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 Bids quoted online by the bidders before the locking/closing time of the bid that is 17:00 Hrs of 25.11.2019
- b. Scanned documents wherever necessary are to be uploaded in the appropriate places of the tender portal.
- c. If any one of the document required to be submitted online as referred to in Clause 15 Part A of this Section is found to be wanting, the concerned bid shall be rejected at the opening stage itself.
- d. The BSNL may, at its discretion, extend this deadline for the submission of the bids by amending the bid document in accordance with NIT in which case all rights and obligations of the BSNL and bidders previously refer to the deadline will thereafter be subject to the extended deadline.

#### 15. 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.

#### 16. LATE BIDS, MODIFICATIONS AND WITHDRAWAL OF BIDS

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

#### 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, i.e., dated 26.11.2019 at 11:00 Hrs. The bidder or one of his authorized representatives shall be permitted to attend the bid opening. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening as per Annexure G in Section VII. The bidders can view the opening details after the Tendering Authority opened them.
- 17(b). The bidder or his representative, who is present, shall sign in tender opening register
- 17(c). The date fixed for opening of bids, if subsequently declared as holiday by BSNL, the revised date of schedule will be notified in the e-Tender Portal. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.
- 17(d). Technical bids will be evaluated by the Tendering Authority and after completion of the technical Evaluation; the eligible bidders list for the financial bid opening will be made available in the e-Tender Portal.
- 17(e). Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.

#### 18. PLACE OF OPENING OF TENDER BIDS

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at "Room No - 103, 1st Floor, BSNL Bhawan, Dakhinakali Road, Dhenkanal 759001 (ODISHA)", where BSNL's Tender Opening Officers would be conducting through online e-Tender at 11:00 Hrs on 26.11.2019 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.

- (c) For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Tender document 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) Arithmetical errors shall be rectified on the following basis.. If there is a discrepancy between words and figures, the amount in words shall prevail.
- (c) If the supplier does not accept the correction of the errors, his bid shall be rejected.
- (d) Rate must be quoted for all the items, otherwise the bid is liable for rejection.
- (e) The evaluation and comparison of substantially responsive bids shall be done on the basis of lowest quoted composite rate.
- (f) BSNL reserves right to negotiate against the price quoted by the bidder.
- (g) 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. REJECTION OF BID

The bid will be rejected in case of :-

- (a). Non-submission of required documents as per Section VII
- (b). Bid quoted with conditional rates
- (c). Non-submission of bid security
- (d). Late submission of bid
- (e). Non-acceptance of correction of price bid

#### 22. 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.

#### 23. 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 GMTD, Dhenkanal shall be final and binding on all concerned.

#### 24. CONTACTING THE TENDERING AUTHORITY

- (a) Subject to seeking clarifications on e-tendering and tender document, no bidder shall try to influence the Tendering authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- (b) Any effort by a bidder to influence the Tendering authority in the tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

### <u>SECTION-III</u>

#### E-TENDERING INSTRUCTIONS TO BIDDERS

The instructions given below are ITI's e-tender portal centric and for e-tenders invited by the General Manager Telecom District, Dhenkanal of Odisha Circle only.

#### A. General:

- a. Submission of Bids only through online process is mandatory for this Tender for conducting electronic tendering; the Tendering Authority is using the e-Tender Portal (https://www.tenderwizard.com/BSNL) of M/s ITI Limited, a Government of India Undertaking.
- b. For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the Electronic Tendering System (ETS.).
- i. It is advised that all the documents to be submitted (Section VII) are kept scanned or converted to PDF format in a separate folder on the bidder's computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on the bidder's computer.
- ii. While uploading the documents, it should be ensured that the file name should be the name of the document itself for easy pairing and scrutiny.

#### B. Tender Bidding Methodology:

#### It is a Two Stage bidding system-.

Financial bids & Technical bids shall be submitted by the bidder at the same time.

#### C. Broad outline of activities from Bidders perspective:

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

#### D. Digital Certificates

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

#### E. Registration

The Tender document can be downloaded from the e-Tender Portal and to be submitted in the e-format.

Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified.

It is the 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.

Intending bidders are requested to register themselves with M/s. ITI Limited through e-Tender Portal for obtaining user-id, Digital Signature Certificates etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

General Manager Telecom District Dhenkanal has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

After successful submission of Registration details and Vendor registration fee and processing fee (as applicable), please contact ITI Helpdesk and BSNL Contact Points (as given below), to get your registration accepted/activated.

| ITI Tender Wizard<br>Help Desk Contact       | Shri Swadesh Kumar Bal, 9776823641, 01149424365 between 10:30 hrs to 18:00 hrs from 04.11.2019 to 25.11.2019 twhelpdesk404@gmail.com                  |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| BSNL Contact-1<br>06762-226550<br>9438884499 | Mr. Sanjib Kumar Routray, AGM (HR&Plg) O/o GMTD Dhenkanal<br>between 10:30 hrs to 17:00 hrs from <mark>04.11.2019 to 25.11.2019</mark>                |
| BSNL Contact-2<br>06762-226200<br>9437552600 | Shri Rabindra Kumar Sarangi SDE (General & IT ) O/o GMTD BSNL<br>Dhenkanal,between <mark>10:30 hrs to 17:00 hrs from </mark> 04.11.2019 to 25.11.2019 |

#### F. INTIMATION OF CORRECTIONS/MODIFICATIONS TO TENDER DOCUMENT

The correction/modification, if any, in the tender document will be uploaded in the Website i.e. www.orissa.bsnl.co.in and www.tenderwizard.com/BSNL up to 15:00 Hrs of **25.11.2019** 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.

#### G, OTHER INSTRUCTIONS, IF ANY / DOCUMENTS TO BE SUBMITTED IN THE E- TENDER PORTAL.

| SI<br>No. | Description                                                                                                                       | Reference,<br>if any       |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| 1         | Scanned copies of all pages of Tender document signed by the Tenderer or Authorised Person on all pages along with seal           | Whole Tender<br>Document   |
| 2         | Self-Attested Scanned copy of GST Registration                                                                                    |                            |
| 3         | Self-Attested Scanned copy of IT Return for FY 2017-18 and FY 2018-19                                                             |                            |
| 4         | Self-Attested Scanned copy of PAN Card                                                                                            |                            |
| 5         | Self-Attested Scanned copy of Turnover Certificate                                                                                | NIT                        |
| 6         | Self Attested Scanned copy of the online Banking/RTGS/NEFT towards cost of Tender Paper                                           |                            |
| 7         | Self Attested Scanned copy of the online Banking/RTGS/NEFT towards cost of EMD/Bid<br>Security                                    |                            |
| 8         | No near relative certificate duly filled in and signed                                                                            |                            |
| 9         | Scanned copy of Letter of Authorization to Tender Opening Event (TOE) , if any                                                    | Section-VIII<br>Annexure-G |
| 10        | Tenderers profile duly filled in                                                                                                  | Section-VIII<br>Annexure-I |
| 11        | Self-Attested Scanned copy of Original "Power of Attorney" in case person other than the Tenderer has signed the tender documents |                            |
| 12        | Self-Attested Scanned copy of "Partnership Deed" duly registered if applicable                                                    |                            |
| 13        | Self-Attested copy of Declaration of Non - tampering of tender document duly filled and signed.                                   | Section-VIII<br>Annexure-B |
| 14        | Self-Attested copies of Declaration for Downloading the tender Document vide Annexure-F.                                          | Section-VIII<br>Annexure-E |
| 15        | Self-Attested copy of Bid form duly filled and signed                                                                             | Section-VIII<br>Annexure-K |
| 16        | Self-Attested copy of Clause by clause compliance duly filled and signed.                                                         | Section-VIII<br>Annexure-C |
| 17        | Self-Attested copy of the Check list duly filled in                                                                               | Section-VII                |
| 18        | Self-Attested copy of the Integrity Pack duly filled and signed                                                                   | Section-VIII<br>Annexure-H |
| 19        | Undertaking regarding genuineness of the documents/information submitted                                                          | Section-VIII<br>Annexure-L |
| 20        | A self declaration that the bidder is not blacklisted by GST Authorities.                                                         |                            |
|           |                                                                                                                                   |                            |

a. The following documents should be submitted online by uploading in the e-Tender portal:

# Note: The bidder has also to upload the scanned copy of the above documents during uploading of the bid in E - format.

b. Special Note on Security of Bids in ETS:

- i. Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:
- ii. As part of the Electronic Encrypted functionality, the contents of both the "Electronic Forms" and the "Main-Bid" are securely encrypted using a Password created by the server itself. The Pass-word is more difficult to break. This method of bid encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public- Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.
- c. 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 (<u>https://www.tendewizard.com/BSNL</u>).

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, etc. While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.
- vii. Recommended 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)
  - Microsoft Office Excel software.
    - Internet connectivity with at least 512 Kbps speed.
    - Microsoft Internet Explorer 6.0 or above with Java.
    - Digital Certificate(s)
  - viii. Helpdesk for Vendors

Vendors may contact the M/s ITI Limited Helpdesk personnel given in Para-E of this section, for any type of assistance/help, which they may require while uploading the bids.

### SECTION-IV

#### GENERAL CONDITIONS OF CONTRACT

#### 1. APPLICATION:

The general condition shall apply in contracts made by the purchaser/service receiver for the procurement of goods/service.

#### 2. 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 <u>technically, commercially and financially</u> acceptable. The bidder shall within 15 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 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 years and can be extended on mutual agreement on same approved rates and same terms & conditions for **another Twelve Months period** with 100% increase of estimated cost on the discretion of GMTD, Dhenkanal.
- (d). <u>Performance Security Deposit (PSD)</u>: The Bidders shall furnish Performance Security Deposit in the format at Annexure F of Section VIII for an amount of 5% of the estimated cost of the tender in the form of Bank Guarantee from a Nationalized/ scheduled Bank for a period of 30 months in favour of A.O. (Cash), BSNL, O/o GMTD Dhenkanal payable at Dhenkanal as awarded by the GMTD, Dhenkanal. The PSD is to be deposited within 15 (Fifteen ) 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.
- (e). In case of non-submission of PSD, a sum of 10% of the bill amount shall be deducted from each bill of the contractor, which shall be refunded after 6(six) months of contract period subject to the conditions that no delay/defect has been found in the completion of work during the period of contract.

#### (f). 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 10 (Ten) 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.

#### 3. SIGNING OF CONTRACT AGREEMENT:-

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

#### 4. DISQUALIFYING CLAUSE:

- (a). The BSNL reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with the BSNL. The terms and conditions enumerated above shall be binding and the bidders shall have to accept them in writing along with tender. The GMTD, Dhenkanal reserves the right to vary the quantity of goods/service to be supplied /provided by contractor.
- (b). The BSNL reserves the right to award work to more than one contractor in exigency of service. However, the quantity of work may vary on contractor to contractor at any given point of time.

#### 5. TERMINATION OF CONTRACT BY BSNL

- (a). The GMTD, Dhenkanal 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.
- (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.

#### 6. RIGHT TO VARY QUANTITIES

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.

#### 7. ANNULMENT OF AWARDS

Failure of the successful bidder to comply with the requirement of Section-IV & V 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.

#### 8. 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/services 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.

#### 9. ARBITRATION:

(a). In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of GMTD Dhenkanal or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the GMTD Dhenkanal or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the GMTD Dhenkanal of BSNL, Odisha shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding

on both the parties. Contractor will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment there of or any rules made thereof.

- (b). The venue of Arbitration proceeding shall be Office of GMTD, BSNL, Dhenkanal , or such other place as the arbitrator may decide.
- (c). The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

#### 10. SET OFF:

- (a). Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by contractor with BSNL.
- (b). In the event of said security deposit being insufficient, the balance of total amount recoverable as the case may be shall be deducted from any such due to the Supplier/Service Contractor under this or any other contract with BSNL. Should this amount be insufficient to cover the said full amount recoverable, the Supplier shall pay to BSNL on demand the balance amount, if any, due to BSNL within 30 days of the demand by BSNL.
- (c). If any amount due to the company is so set off against the said security deposit, the Supplier/Contractor 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 of intimation to the supplier/contractor from BSNL.

#### 11. DEBARRING CONDITIONS

- a. Sub-contracting of the job will debar and disqualify a successful bidder.
- b. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
- c. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

#### 12. OTHER CONDITIONS:

- (a). The contractor shall not assign or sublet the work to any other person or agency without the prior written approval of GMTD, Dhenkanal.
- (b). The GMTD, Dhenkanal reserves the right to impose any other conditions, if necessary, at any time during the validity period of the tender.
- (c). If the contractor fails to carry out work with the expected speed and standard the contract will be terminated and no further work will be awarded.
- (d). BSNL will not be responsible for any loss incurred by the contractor in carrying out the contract work.
- (e). Taxes will be recovered as per rules as applicable from time to time.
- (f). The . General Manger Telecom District BSNL, Dhenkanal 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.

- (h). The General Manager Telecom District, BSNL, Dhenkanal 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, Dhenkanal . 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 GMTD, Dhenkanal. However, the Performance Security Deposit of the defaulted contractor will be forfeited and he may be black listed.

#### 13. SCOPE OF WORK:

#### Scope and nature of job

#### Scope:

- (a). The scope of the tender is to provide Printing, Folding, stapling, bundling of BSNL bills & printing of defaulter notices / adalat notices including supply of all stationeries required for Printing, Folding, Stapling & Bundling Services to the O/o GMTD DHENKANAL, 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 (1) Years and extendable with same terms and conditions for a further period of One (1) year, on mutually acceptable terms.
- (b). The floor space/power supply/light/AC accessibility to the infrastructure shall be provided by O/o .GMTD DHENKANAL. The cost and responsibility of providing / maintaining such infrastructure shall be of O/o GMTD DHENKANAL . 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 .GMTD DHENKANAL premises shall be exclusively used for serving O/o GMTD DHENKANAL requirement only. The TENDERER shall not carry out any other jobs on this equipment other than serving the O/o GMTD DHENKANAL 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 form O/o GMTD DHENKANAL . Initially the contents of the pre-printed stationery shall be provided by the O/o GMTD DHENKANAL . This content is subject to change as per the decision of O/o GMTD DHENKANAL 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 GMTD DHENKANAL . 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.
- (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 GMTD DHENKANAL.
- (i). Payments shall be made depending on the actual number of pages printed. Since some bills contain more than one pages, 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 GMTD DHENKANAL 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 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). <u>Print window timing</u>: The tenderer should start delivering the sorted and stapled printed bills to the AO (TR) 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 thereof. 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 30000 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 (1) Year and extendable for a further period of one (1) year 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.

**14. Penalties** : 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 tenderer shall be liable to pay the penalty as follows and such amount of penalty will be deducted from any amount due from GMTD DHENKANAL 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 GMTD DHENKANAL and decisions of GMTD DHENKANAL shall be final & binding.

|    | Delay in completion of job                                   | Penalty                                                          |
|----|--------------------------------------------------------------|------------------------------------------------------------------|
| 1. | For the first and second days beyond print-window timings or | Rs. 10,000/- per day – Proportionately for the uncompleted work. |
|    | part thereof.                                                | 15,000/- per day Proportionately for the uncompleted work. The   |
| 2. | From third day onwards upto fifth                            | maximum amount of penalty for any particular monthly billing     |
|    | day beyond print-window timings.                             | 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.

### SECTION-V

#### SPECIAL CONDITIONS OF CONTRACT

1. These conditions supplement the General conditions of contract mention in Section-IV.

#### 2. 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.
- 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 14 is applicable in case of late submission of bills.
- 3. The BSNL will pay no advance of any kind.

#### 4. 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.

- 5. 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.
- 6. The approved rates of goods/services shall remain unchanged throughout the contract period and the rate shall not be revised in any case.

### SECTION-VI

### FINANCIAL BID

### BID FORMAT FOR Printing, Folding, Stapling, Bundling of BSNL bills and printing of defaulter notices / adalat notices including supply of all stationeries required for Printing, Folding, Stapling & Bundling

Rs. .....) per Page for carrying out the jobs mentioned in item No.13, Section-IV as per the terms and conditions mentioned. This cost is exclusive of GST charges but inclusive of all other taxes and any other Govt. levies.

Signature of the Tenderer

Full address of Tenderer &

Contact telephone No

#### SECTION-VII CHECK LIST/REQUIREMENTS

| •         |            |    |    |               |         |           |          |
|-----------|------------|----|----|---------------|---------|-----------|----------|
| Documents | required   | to | he | submitted     | through | e-Tender  | Portal   |
| Cocamonio | i oquii ou |    | ~~ | 545 min 1 6 4 | in ough | 0 1011001 | 1 01 101 |

|           | A. Documents required to be submitted through e-Tender Porto                                                                      |                            | Remark                                           | s (Ves (V)                               | No (N)   |  |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------|--------------------------------------------------|------------------------------------------|----------|--|
| SI        |                                                                                                                                   |                            | Remarks (Yes (Y), No (N),<br>Not Applicable (NA) |                                          |          |  |
| No.       | Description                                                                                                                       | Reference                  | (     Tick whichever is applicable)              |                                          |          |  |
| INU.      |                                                                                                                                   |                            | y I                                              | N                                        | NA       |  |
| 1         | Scanned copies of all pages of Tender document signed by the tenderer or                                                          | Whole                      |                                                  | ••                                       |          |  |
| -         | Authorised Person on all pages along with seal and date.                                                                          | Tender<br>Document         |                                                  |                                          |          |  |
| 2         | Self-Attested Scanned copy of GST Registration                                                                                    |                            |                                                  |                                          |          |  |
| 3         | Self-Attested Scanned copy of IT Return for the FY 2017-18, FY. 2018-19                                                           |                            |                                                  |                                          |          |  |
| 4         | Self-Attested Scanned copy of PAN Card                                                                                            |                            |                                                  |                                          |          |  |
| 5         | Self-Attested Scanned copy of Turnover Certificate                                                                                | NIT                        |                                                  |                                          |          |  |
| 6         | Self Attested Scanned copy of the online Banking/RTGS/NEFT towards payment cost of Tender Paper                                   |                            |                                                  |                                          |          |  |
| 7         | Self attested Scanned copy of the online Banking/RTGS/NEFT towards payment cost of EMD/Bid Security                               |                            |                                                  |                                          |          |  |
| 8         | No near relative certificate duly filled in and signed                                                                            | Section-VIII<br>Annexure-D |                                                  |                                          |          |  |
| 9         | Scanned copy of Letter of Authorization to Tender Opening Event (TOE) , if any                                                    | Section-VIII<br>Annexure-G |                                                  |                                          |          |  |
| 10        | Tenderer's profile duly filled in                                                                                                 | Section-VIII<br>Annexure-I |                                                  |                                          |          |  |
| 11        | Self-Attested Scanned copy of Original "Power of Attorney" in case person other than the tenderer has signed the tender documents |                            |                                                  |                                          |          |  |
| 12        | Self-Attested Scanned copy of "Partnership Deed" duly registered if applicable                                                    |                            |                                                  |                                          |          |  |
| 13        | Self-Attested scanned copy of Declaration of Non - tampering of tender document duly filled and signed.                           | Section-VIII<br>Annexure-B |                                                  |                                          |          |  |
| 14        | Self-Attested copies of Declaration for Downloading the tender Document vide<br>Annexure-E.                                       | Section-VIII<br>Annexure-E |                                                  |                                          |          |  |
| 15        | Self-Attested scanned copy of Bid form duly filled and signed                                                                     | Section-VIII<br>Annexure-K |                                                  |                                          |          |  |
| 16        | Self-Attested scanned copy of Clause by clause compliance duly filled and signed.                                                 | Section-VIII<br>Annexure-C |                                                  |                                          |          |  |
| 17        | Self-Attested scanned copy of the Check list duly filled in                                                                       | Section-VII                |                                                  |                                          |          |  |
| 18        | Self-Attested scanned copy of the Integrity Pack duly filled and signed                                                           | Section-VIII<br>Annexure-H |                                                  |                                          |          |  |
| 19        | Scanned copy of the Undertaking regarding genuineness of the documents/information submitted                                      | Section-VIII<br>Annexure-L |                                                  |                                          |          |  |
| 20        | A self declaration that the bidder is not blacklisted by GST Authorities.                                                         |                            |                                                  |                                          |          |  |
| N.B.      | : Bidder should produce the relevant original documents for verification as and ${f v}$                                           | vhen required              | by BSNL                                          |                                          |          |  |
| Β.        | Requirements:                                                                                                                     | 1                          | 1                                                |                                          |          |  |
| SI<br>No. | Description                                                                                                                       | Reference                  | Not                                              | s (Yes (Y),<br>Applicable<br>hichever is | (NA)     |  |
|           |                                                                                                                                   |                            | y Nek W                                          | N                                        | NA       |  |
| 1         | Whether all the <u>scanned documents</u> as required are uploaded in the E-Tender<br>Portal?                                      |                            |                                                  |                                          |          |  |
| 2         | Whether Financial Bid submitted in e-Tender Portal.                                                                               |                            |                                                  |                                          |          |  |
|           |                                                                                                                                   |                            |                                                  |                                          | <b> </b> |  |

signed by the authorized signatory? (No over writing is permissible). 4 Whether the offer is conditional? (All conditional offers will be rejected.) 5 Whether Check List/Requirements submitted? Section-VII

Whether the corrections if any has been encircled and fresh entry made and

NOTE (All corrections and overwriting must be signed with date by the tenderer or his authorized representative)

Read, understood , complied & agreed

3

### SECTION-VIII

### FORMATS FOR

### DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES

| SL. | Format Name                                                                         | Page No |  |  |  |
|-----|-------------------------------------------------------------------------------------|---------|--|--|--|
| No. | rormat iname                                                                        |         |  |  |  |
| 1.  | ANNEXURE-A: Agreement (Sample Format)                                               | 22      |  |  |  |
| 2.  | ANNEXURE-B: Declaration of Non tampering of tender document                         | 23      |  |  |  |
| 3.  | ANNEXURE-C: Declaration of clause by clause compliance                              | 24      |  |  |  |
| 4.  | ANNEXURE-D: No near relatives certificate in BSNL                                   | 25      |  |  |  |
| 5.  | ANNEXURE-E: Declaration for Downloading the tender Document.                        | 26      |  |  |  |
| 6.  | ANNEXURE-F: Performance Bank Guarantee (BOND FORM)                                  | 27      |  |  |  |
| 7.  | ANNEXURE-G: Letter of authorization for attending bid opening                       | 28      |  |  |  |
| 8.  | ANNEXURE-H: Integrity Pact                                                          | 29-31   |  |  |  |
| 9.  | ANNEXURE-I: Tenderer's Profile                                                      | 32      |  |  |  |
| 10. | ANNEXURE-J: Mandate form for transfer of payment through electronic clearance /     | 33-35   |  |  |  |
|     | electronic fund transfer                                                            |         |  |  |  |
| 11. | ANNEXURE-K: Bid Form                                                                | 36      |  |  |  |
| 12. | ANNEXURE-L:Undertaking regarding genuineness of the documents/information submitted | 37      |  |  |  |

#### ANNEXURE-A

#### AGREEMENT (Sample Format)

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 ......Dt

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

- 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 stationaries to Dhenkanal 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, Grandparents, children and Grand Children, Brothers, Sisters, Uncles, Aunts and cousins and their corresponding in-laws is working as an officer or an official in BSNL in Orissa Telecom Circle.
- 4. In consideration of the due provisions, execution and completion of the said works, the BSNL hereby agrees with the Contractor that the BSNL will pay to the Contractor the respective amounts for the goods supplied /service provided by the contractor such sum(s) as may become payable to the contractor under the provisions of the contract agreement.
- 6. Performance Security Deposit of Rs.....is furnished below:-

| Performance | Security | Deposit | for    | Rs | is | furnished    | through      | Bank | Guarantee/ |
|-------------|----------|---------|--------|----|----|--------------|--------------|------|------------|
| DD No       | Dt       | of (l   | bank). |    |    | and it is vo | lid upto Dt. |      |            |

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

 Signature of the Contractor
 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

Read, understood, complied & agreed

### Tender No. G-202/2019-20/Bill Printing/01

#### ANNEXURE-B

#### Declaration of Non tampering of tender document

I, Sri/Smt/M/s \_\_\_\_\_\_(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website "http://www.orissa.bsnl.co.in" or www.tenderwizard.com/BSNL 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: \_\_\_\_\_

## Tender No. G-202/2019-20/Bill Printing/01 Dated:- 04.11.2019

## DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE

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

| Place : | Signature of the Tenderer |
|---------|---------------------------|
| Date:   | Name of the Tenderer      |

ANNEXURE-C

#### ANNEXURE-D

#### NO NEAR RELATIVES CERTIFICATE IN BSNL

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

#### DECLARATION

| I/We | S/o |
|------|-----|
|      |     |

\_\_\_\_\_resident of \_\_\_\_\_

\_\_\_\_.hereby certify that none of my near relative(s) as defined in

the tender document is/are employed anywhere in BSNL as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the bidder\_\_\_\_\_

Name : \_\_\_\_\_

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

- A. Members of a Hindu Undivided family.
- B. They are husband and wife.
- C. The one is related to the other in the manner as father, mother, son(s) and son's Wife (Daughter-in-law). Daughter(s) and daughter's husband (Son-in-law), Brother(s) and brother's wife, sister(s) and sister's husband (Brother-in-law).
- Note: In case of proprietorship firm, certificate will be given by the proprietor, for partnership firm, certificate will be given by all the partners and in case of Private Ltd. Company, by all the directors of the company.

Signature of the bidder\_\_\_\_\_

Name : \_\_\_\_\_

(Capacity in which signing)

Place: 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 www.odisha.bsnl.co.in/tenders/Dhenkanal or www.tenderwizard.com/BSNL and no addition/deletion/correction has been made in the proforma downloaded. I also declare that I have enclosed a self attested photocopy in proof of Epayment 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)

#### ANNEXURE-F

#### PERFORMANCE BANK GUARANTEE (BOND FORM)

| In           | consi  | iderat | ion of   | the P   | resident | of In    | idia ( | hereina              | fter   | callec  | 1 "the  | BSN    | IL")  | havin  | g agre | eed t  | to ( | exempt   |
|--------------|--------|--------|----------|---------|----------|----------|--------|----------------------|--------|---------|---------|--------|-------|--------|--------|--------|------|----------|
|              |        |        |          | _ (hei  | reinafte | r callec | d the  | "Contr               | actor  | '(s) ") | from    | the    | dem   | and, i | Inder  | the    | ter  | ms and   |
| conditions   | of     | an     | agreem   | ent/Te  | endering | auth     | ority  | Orde                 | r)     | No      |         |        | . C   | Dated  |        |        |      | made     |
| between      |        |        | and      |         |          | _ for_   |        | fo                   | r pro  | oviding | 9       |        |       |        | (hei   | reinat | fter | ' called |
| the "the so  | aid ag | reeme  | nt"), of | secur   | ity depo | osit for | the    | due ful <sup>.</sup> | Fillme | ent by  | the s   | aid Co | ontro | actor  | (s) of | the    | ter  | ms and   |
| conditions a | contai | ned in | the sai  | d Agre  | ement,   | on prod  | uctior | ofab                 | ink g  | uarant  | tee for | ۰      |       |        | w      | e, (No | ame  | of the   |
| Bank)        |        |        | (her     | einafte | er refe  | rred t   | o as   | "the                 | Bank   | ") at   | the     | reque  | est   | of _   |        |        |      |          |
| (contractor  | (s) da | here   | by unde  | rtake   | to pay t | o the B  | SNL    | an amou              | nt no  | ot exc  | eeding  | I      |       |        | aga    | inst ( | any  | loss or  |
| damage cau   | ised t | o or s | uffered  | or wo   | ould be  | caused   | to or  | suffer               | ed by  | the l   | BSNL    | by re  | ason  | or ar  | iy bre | ach b  | y t  | he said  |
| Contractor(  | (s) of | any of | the ter  | ms or   | conditio | ns cont  | ained  | in the s             | aid A  | green   | nent.   |        |       |        |        |        |      |          |

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 GMTD, BSNL, DHENKANAL 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 us in writing or before the expiry of **31** 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 very any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL Against and said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Dated \_\_\_\_\_

Place

\_\_\_\_\_Signature: \_\_\_\_\_

For \_\_\_

(indicate the name of the Bank)

#### ANNEXURE-G

#### LETTER OF AUTHORISATION TO ATTEND BID OPENING (To reach on or before date of bid opening)

Τо

The DGM (T) O/o Pr.GM Telecom District Dhenkanal Dhenkanal 759001 (ODISHA)

Sub: Authorization for attending bid opening on \_\_\_\_\_\_ (date) in the Tender for Printing,Folding,stapling,bundling of BSNL bills including supply of stationaries to Dhenkanal Telecom District, Dhenkanal .

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf

of \_\_\_\_\_ (Bidder) in order of preference given below.

| Order of Preference | Name | Specimen Signature |
|---------------------|------|--------------------|
| I                   |      |                    |
| п                   |      |                    |

#### 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.

#### ANNEXURE-H

#### INTEGRITY PACT Between

Bharat Sanchar Nigam Limited (BSNL)/ hereinafter referred to as "The Principal"

And

#### Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for Printing of BSNL Bills and defaulter notices and adalat notices along with the supply of all accessories required for printing bills and defaulter notices and adalat notices. The Principal values full compliance with all relevant laws and regulations, and the principals of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### Section 1 - Commitments of the principal

(1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a). No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(b). The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- (c). The Principal will exclude from the process all known prejudiced person.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions

#### Section 2- Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s)/Contractor(s) commit itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a).The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer

Promise or give to any of the principal's employees involved in the tender process or the execution of the contract or to any third person any material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b). The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, subsidiary contracts, submission, or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c). The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India, further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d). The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outline above or be an accessory to such offences.

#### Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before contract award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the defined procedure.

#### Section 4-Compensation for Damages

(i). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled is entitled to demand and recover the damaged equivalent to Earnest Money Deposit/Bid Security.

(ii). If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, or if the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit/ Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the tender.

#### Section 5- Previous transgression

(i). The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(ii). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

#### Section 6- Equal treatment of all Bidders/ Contractors/ Subcontractors

(i). The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.

(ii). The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.

(iii). The Principal will disqualify from tender process all bidders who do not sign this pact or violate its provisions.

#### Section 7- Criminal charges against violating Bidder(s) /Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office.

#### Section 8- External Independent Monitor/ Monitors

- 1. Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligation under this agreement.
- 2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of the BSNL.
- 3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s)/ Subcontractor(s) with confidentiality.

Notwithstanding anything contained in the Section, the Bidder(s) /Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s) /Contractor(s) shall not be required to provide any data relating to its other customer, or any personnel or employee related data.

- 4. The Principal will provide to the Monitor sufficient information about all meeting among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
- 5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties they act in a specific manner, refrain from action or tolerate action.
- 6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for correcting problematic situations.
- 7. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8. The word 'Monitor' would include both singular and plural

#### Section 9- Pact Duration.

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, BSNL.

#### Section 10- Other Provisions

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document/ contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- 2. Changes and supplements as well as termination notices need to be made in writing.
- 3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

| For the Principal                    | For the Bidder/Contractor   |  |  |  |  |
|--------------------------------------|-----------------------------|--|--|--|--|
| Place                                | Witness 1:                  |  |  |  |  |
| Date                                 | Witness 2:                  |  |  |  |  |
| Read, understood , complied & agreed | Page <b>31</b> of <b>37</b> |  |  |  |  |
| Signature & seal of bidder with Date |                             |  |  |  |  |

#### ANNEXURE-I

#### TENDERER'S PROFILE

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

| SI<br>No | Item                                                                                                                                                                                                                                                                                                                                                                                                   | Details                                     |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| 1        | Name of the individual tenderer                                                                                                                                                                                                                                                                                                                                                                        |                                             |
| 2        | Name of the person submitting the tender whose<br>photograph is affixed<br>(In case of proprietorship /Partnership firms, the tender<br>has to be signed by proprietor/partner only holding the<br>Power of Attorney to sign the bid, as the case may be)<br>a. Permanent Address of the tenderer                                                                                                      |                                             |
|          | b. Local Address of the tenderer in Dhenkanal SSA                                                                                                                                                                                                                                                                                                                                                      |                                             |
| 4        | a. Tel. Nos. with STD code<br>b. email id                                                                                                                                                                                                                                                                                                                                                              | Office:<br>Fax:<br>Residence:<br>Mobile No: |
| 5        | Registration & incorporation particulars of the tenderer (if<br>other than individual):<br>i) Individual ii) Proprietorship iii) Partnership<br>iii) Private Limited iv) Public Limited<br>(Please attach attested copies of documents of<br>registration/incorporation of your firm with the competent<br>authority as required by business law)<br>Name(s) of the Individual/ Proprietor/ Partners / |                                             |
| 0        | 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<br>Government on the subject of tender?<br>(Write YES or NO)                                                                                                                                                                                                                                                                                    |                                             |
| 12       | VAT Registration Number                                                                                                                                                                                                                                                                                                                                                                                |                                             |
| *        | (In case the space is insufficient, attach list separately)                                                                                                                                                                                                                                                                                                                                            |                                             |

| 1, Shri/Smt                | hereby declare that the information furnished |
|----------------------------|-----------------------------------------------|
| above is true and correct. |                                               |
| Place: Signatu             | re of tenderer /Authorised signatory          |

Date:

Name & Seal of the tenderer

#### ANNEXURE-J

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

Τo

The General Manager Telecom District Dhenkanal , Dhenkanal .751022 (ODISHA)

Sir,

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

| *VENDOR CODE<br>(BSNL, Orissa Circle): |  |
|----------------------------------------|--|
| NAME OF THE CONTRACTOR/FIRM            |  |

#### \* If not available then fill up the below mention form.

| SI No | Item                       | Details |
|-------|----------------------------|---------|
| 1     | NAME OF THE CONTRACTOR     |         |
| 2     | NAME OF THE BANK           |         |
| 3     | NAME OF THE BRANCH         |         |
| 4     | NATURE OF ACCOUNT CA/SB/CC |         |
| 5     | ACCOUNT NUMBER             |         |
| 6     | BANK CODE (MICR CODE)      |         |
| 7     | BANK IFSC CODE             |         |
| 8     | ADDRESS OF BANK            |         |

DATE: \_\_\_\_\_

#### SIGNATURE OF SUPPLIER/BIDDER

(TO BE FILLED IN BY THE BANK AUTHORITIES)

The information furnished above is correct as per our records.

SIGNATURE OF MANAGER \_\_\_\_\_

WITH BANK SEAL AND DATE

Tel No:\_\_\_\_\_ Fax No:.....

Original copy signed by Bank Officer with seal to be submitted.

N.B.:- The bidder(s) who has/have already vendor code under BSNL Odisha Circle need not to fill up this mandate form or Vendor Master Form.

Dated:- 04.11.2019





# **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, issue of TDS certificates, C Form for CST purchases etc.) (\*) Minimum Required Fields to be Filled by the Company/Vendor. Please Attach copies of the supporting documents.

| Title*                                                | : Mr.  | Ms.          | M/s          | Dr. |  |  |  |
|-------------------------------------------------------|--------|--------------|--------------|-----|--|--|--|
| Name*                                                 | :      |              |              |     |  |  |  |
|                                                       |        |              |              |     |  |  |  |
|                                                       |        |              |              |     |  |  |  |
| Address *                                             | : []]] |              |              |     |  |  |  |
|                                                       |        |              |              |     |  |  |  |
|                                                       |        |              |              |     |  |  |  |
|                                                       |        |              |              |     |  |  |  |
| Town/District*                                        |        |              |              |     |  |  |  |
| City*                                                 |        |              |              |     |  |  |  |
| State*                                                |        |              |              |     |  |  |  |
| Postal/Pin code*                                      | : Ca   | ountry* :    |              |     |  |  |  |
| Contact Details:                                      |        |              |              |     |  |  |  |
| Telephone Number                                      | :      | Fax No.      | :            |     |  |  |  |
| Email_id                                              | :      |              |              |     |  |  |  |
| (Mandatory for E-Tendering)<br>Name of Contact Person | :      | Мо           | bile No. :   |     |  |  |  |
| Alternate Contact Person                              | :      | Ma           | obile No. :  |     |  |  |  |
| Tax information:                                      |        |              |              |     |  |  |  |
| PAN                                                   | :      |              |              |     |  |  |  |
| Service Tax reg. no.                                  | :      |              |              |     |  |  |  |
| LST (Local VAT reg.No.)                               | :      | CST Reg. No  | :            |     |  |  |  |
| Tax Registration no.<br>(for Foreign Vendors)         | :      |              |              |     |  |  |  |
| Income Tax Exemption details:                         |        |              |              |     |  |  |  |
| IT exemption no.                                      | :      | IT exemption | on rate :    |     |  |  |  |
| IT Exemption date                                     |        |              |              |     |  |  |  |
| IT exemption date from                                | :      | IT exemption | on date to : |     |  |  |  |

Dated:- 04.11.2019

| Excise Details:                                       |                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Excise reg. no. :                                     |                                                                                                                                                                                                                                                                                                                                            |
| Excise Range :                                        |                                                                                                                                                                                                                                                                                                                                            |
| Excise Division :                                     |                                                                                                                                                                                                                                                                                                                                            |
| Excise Commissionerate :                              |                                                                                                                                                                                                                                                                                                                                            |
| Payment Transaction/B                                 | ank Details:                                                                                                                                                                                                                                                                                                                               |
| Bank Country :                                        |                                                                                                                                                                                                                                                                                                                                            |
| Bank Name :                                           |                                                                                                                                                                                                                                                                                                                                            |
| Bank Address :                                        |                                                                                                                                                                                                                                                                                                                                            |
| Bank A/c No :                                         |                                                                                                                                                                                                                                                                                                                                            |
| Bank IFSC :                                           |                                                                                                                                                                                                                                                                                                                                            |
| Account holder's Name :                               |                                                                                                                                                                                                                                                                                                                                            |
| Type of Account :                                     | Savings(10) Current(11)                                                                                                                                                                                                                                                                                                                    |
| SWIFT Code :<br>(for Foreign Vendors)                 |                                                                                                                                                                                                                                                                                                                                            |
| IBAN :<br>(for Foreign Vendors)                       |                                                                                                                                                                                                                                                                                                                                            |
| (Enclose a blank Cheque /                             | a photocopy of the Cheque to verify A/c No. & Bank details)                                                                                                                                                                                                                                                                                |
| Industry Status:                                      |                                                                                                                                                                                                                                                                                                                                            |
| Micro/ SSI Status                                     | : Yes No                                                                                                                                                                                                                                                                                                                                   |
| above.                                                | ze BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified<br>ze BSNL to deduct bank charges applicable for such direct bank payments.                                                                                                                                                    |
| 2. If Excise Registration<br>3. If Bank Particulars a | d, TDS @20% will be deducted wherever applicable.<br>//Service Tax Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.<br>re not provided, the payment will be made by Cheque only.<br>nents for Micro/SSI status are not provided, then the relevant exemptions will not be given. |
| Company / Vendor Auth                                 | orized Signatory / Designation Date: Company Seal                                                                                                                                                                                                                                                                                          |
|                                                       | (For Office Use)                                                                                                                                                                                                                                                                                                                           |
| Vendor Account Group                                  | : Payment Method :                                                                                                                                                                                                                                                                                                                         |
| TDS Type - Invoice                                    | : TDS Code - Invoice :                                                                                                                                                                                                                                                                                                                     |
| Checked by:                                           | Authorized by (Finance)     SAP Vendor Master Created on     SAP Vendor Code                                                                                                                                                                                                                                                               |

#### ANNEXURE-K

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

Тο

The General Manager Telecom District, Dhenkanal , Dakhinakali Road Dhenkanal -759001 (ODISHA).

Dear Sir,

- 1) Having the conditions of contract and services to be provided the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide the same in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2) We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
- 3) If our Bid is accepted, we will obtain the guarantees of a Nationalised/ Scheduled Bank for a sum not exceeding **5%** of the contract sum for the due performance of the Contract.
- 4) We agree to abide by this Bid for a period of **180** days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
- 5) Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 6) Bid submitted by us is properly verified and prepared so as to prevent any subsequent replacement. We understand that you are not bound to accept the lowest or any bid, you may receive.
- 7) We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the BSNL website <u>www.tenderwizard.com/BSNL</u>. Any deviation will result in the rejection of the bid.

a. Dated this ......Day of ......2019.

- b. Signature of
- c. In capacity of
- d. Duly authorized to sign the bid for and on behalf of .....
- e. Witness
- f. Address .....
- g. Signature

#### ANNEXURE-L

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

I, Shri/Smt ....... do hereby undertake that all the documents / certificates submitted by me with this tender are true and are exact copies of the original documents/certificates are available with me.

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

Place:

Signature of tenderer /Authorised signatory

Date:

Name & Seal of the tenderer