

BHARAT SANCHAR NIGAM LIMITED
OFFICE OF THE GENERAL MANAGER, TELECOM DISTRICT,
DHENKANAL



LIMITED TENDER
FOR SUPPLY OF 12V 100 AH / 120 AH
/130/150 AH AND 180 AH BATTERY
IN DHENKANAL TELECOM
DISTRICT, DHENKANAL
FOR THE YEAR 2020-21

(TECHNO COMMERCIAL BID)

(No: G-180/2020-21/07

DATE: 01.07.2020)

Issued to Sri./ Smt.....

Address

.....

.....

Signature of the issuing officer

Date

Rs.590/-

Signature of the Bidder with date

BHARAT SANCHAR NIGAM LIMITED
OFFICE OF THE GENERAL MANAGER,
Telecom District, Dhenkanal

(No: G-180/2020-21/07)

DATE: 01.07.2020)

Notice Inviting Tender

Sealed tenders in prescribed form are invited by the GMTD, BSNL; Dhenkanal from the Bonafide registered & reputed manufacturers/dealers for the following items as per specification of tender paper.

01.	Name of work	:	LIMITED TENDER FOR SUPPLY OF 12V 100 AH / 120 AH /130/150 AH AND 180 AH BATTERY IN DHENKANAL TELECOM DISTRICT,DHENKANAL WITH BUY BACK SCHEME FOR THE YEAR 2020-21.
02.	Estimated cost of tender	:	Rs 199000/-
03.	Cost of Bid document (Non refundable)	:	Rs 590/- (Rs 500/- + GST 18 %) = Rs.590/-
04.	E.M.D.	:	Rs 3980 /- (Refundable after submission of SD)
05.	Performance Security Deposit	:	5 % of the Contract Value
06.	Mode of deposit for both Tender Paper and EMD.	:	D.D drawn in favour of Accounts Officer (Cash), BSNL, O/o. G.M.T.D., Dhenkanal payable at Dhenkanal.
07.	Tender papers can be had from	:	SDE (General & IT), 2 nd Floor , Room No -203 O/o. G.M.T.D., Dhenkanal
08.	Period of issue of Bid documents	:	All working days between 10.00 hours to 17.00 From 01.07.2020 to 07.07.2020
09.	Time and Last date of submission of bid document	:	Up to 11.30 hours of 08.07.2020
10.	Time and date of opening of bid document	:	At 12.30 Hrs of Dt. 09.07.2020 If the date is declared as holiday the opening date will automatically extended to next working day.
11.	Rejection of Tender	:	Unsealed, late receipt, incomplete tender, ambiguous and conditional tender will be rejected

The G.M.T.D., Dhenkanal reserves the right to accept or reject any or all the tenders without assigning any reason what so ever and is not bound to accept the lowest tender. For more details please visit us our website: - www.odisha.bsnl.co.in

AGM (HR & Plg)
O/o GMTD Dhenkanal

Signature of the Bidder with date

TENDER DOCUMENT

INSTRUCTIONS TO BIDDERS

1. DEFINITION:-

- (a) "The bidder" means the individual and Registered & reputed manufacturers/Firms/Dealers who participate in this tender.
- (b) "The BSNL" means The Bharat Sanchar Nigam Limited/ General Manager, Telecom District, Dhenkanal.

2. ELIGIBILITY OF BIDDER (Documents to be submitted)

- a) The Copy of NSIC (if applicable)
- b) The Copy of Valid PAN CARD
- c) The Copy of Latest GST certificate.
- d) Bidder should be dealer / retailer of exide / Amaron or equivalent make of battery.
- e) If the tender is submitted by a firm other than an individual, a certificate authorizing the person to sign the tender paper may be enclosed.
- f) **Earnest Money of Rs. 3980/- (Rupees three thousand nine hundred eighty only)** in the shape of Demand Draft is to be submitted favour of Accounts Officer (Cash), BSNL, O/o. G.M.T.D., Dhenkanal.
- g) Proof of bonafideness of firm such as Registration Certificate of the firm etc.
- h) Bidders should sign on each & every pages of both the documents carefully.

2A Essential Requirements to enable a Bidder to Participate in Bid Opening

The participation of bidders in bid opening would be restricted to those Bidder, who fulfill any one of the following conditions:

- (i). Representative of Bidders, who have been authorized in writing by their principals to participate in the bid opening and possess such' letters of authorization in original.
- (ii) Bidders who claim to have submitted their Bids subject to limit of 2 persons per firm.
- (iii). Bidders, who have either purchased the Bid document or claim to have downloaded the Bid documents from BSNL site.

Those, who do not meet any one of the above conditions, would not be allowed to enter the Bid Opening Venue and participate in the bid opening.

- 2B. Where the response to the tender is very extensive, the Bid opening Officer may restrict entry to the venue to only one representative per bidder. The decision of the Bid Opening Officer would be final.

3. COST OF BIDDING:-

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

4. BID DOCUMENTS:

The Bid documents includes Techno commercial Bid :

- a) Tender Papers duly signed by the tenderer on all pages with date.
- b) a) The Copy of NSIC (if applicable)
- b) The Copy of Valid PAN CARD
- c) The Copy of Latest GST certificate.
- d) Bidder should be dealer / retailer of exide / Amaron or equivalent make of battery.
- e) If the tender is submitted by a firm other than an individual, a certificate authorizing the person to sign the tender paper may be enclosed.
- f) **Earnest Money of Rs. 3980/- (Rupees three thousand nine hundred eighty only)** in the shape of Demand Draft is to be submitted favour of Accounts Officer (Cash), BSNL, O/o. G.M.T.D., Dhenkanal.
- g) Proof of bonafideness of firm such as Registration Certificate of the firm etc.
- h) Bidders should sign on each & every pages of both the documents carefully.
- c) Specification of the items to be supplied. The tenderer must submit detailed specification as issued by the manufacturer etc alongwith other related documents.
- d) Agreement form.

FINANCIAL BID :

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 bid documents or submission not

Signature of the Bidder with date

substantially responsive to the bid documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

5. CLARIFICATION OF BID DOCUMENTS:

A prospective bidder requiring any clarification of bid document shall notify the BSNL in writing or by FAX at the GMTD, Dhenkanal mailing address indicated in the invitation for bids. Copies of the query (without identifying the source) and clarification by the BSNL shall be sent to all the prospective bidder who have received the bid documents.

6. PREPARATION OF BID:

i. Documents comprising the bid: -

The bid prepared by the bidder shall comprise the following documents.

- a) Documentary evidence in accordance with Para-2 above.
- b) Bid security furnished with para-9.
- c) A bid form and cost schedule completed in accordance with Para-7&8.

7. BID FORM :

The bidder shall complete the **Techno commercial Bid** form and the financial Bid furnished in the bid documents without any error.

8. BID COST :

The bidder shall give the items wise cost.

9. (A) BID SECURITY :

- a). The bidder shall furnish a bid security (EMD) for an amount of Rs 3980/-(Rupees three Thousand nine hundred eighty) only to be deposited along with the tender paper as per (d) below failing which tenderer will be declared ineligible for all purpose.
- b). The bid security is required to protect the BSNL against the risk of bidder's conduct, which would warrant the bid security forfeiture.

9 (B) PERFORMANCE SECURITY :

- a). (I) The successful bidder will have to deposit **performance security of 5% of contract value** shall be in the form of a **PBG valid for 2 years and 6 months issued by a Nationalized / scheduled Bank** in favour of Accounts Officer(Cash), BSNL, Dhenkanal in a standard format within two weeks from the date of issue of letter of intent. The acceptance of letter of intent by supplier as well as furnishing of the bank guarantee would result in the issue of format for purchase order.

(ii) **Validity of performance security** : The validity period of performance security in form performance Bank Guarantee should be in proportion to the delivery period as per the details given below.

Sl No	Delivery Period	Validity period of performance BG
1	Upto 6 months	2 year
2	6 month to 1 year	2 year and 6 month
3	more than 1 year	3 year

(iii) However, in no case the validity period of PBG should be less than the tenders are likely to be fulfilled.

(iv) BSNL may ask for extension(s) of the validity period till the time all contractual obligations have been satisfactorily performed by the supplier.

- b). A bid not secured in accordance with Para - (a), (b)& (c) above shall be rejected by the BSNL as non-responsive.
- c). The Bid security of unsuccessful bidder will be discharged/returned as early as possible, after finalization of the tender only.
- d). The security deposit money will not bear any interest and will be refunded after successful completion of contract period, if no defect or irregularity is observed and on issue of certificate

Signature of the Bidder with date

by the concerned officer to that effect. Security Deposit will be forfeited for violation of any terms and conditions of contract. In such event the bidder will also be debarred from participating in all future tenders of this district.

e). **The bid security will be forfeited.**

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently ; or
- b) If the bidder does not accepted the APO / AWO and / or does not submit PBG & sign the contract / agreement.

Note : The bidder shall mean individual company / firm or the front bidder and its technology / consortium partner , as applicable.

10. **PERIOD OF VALIDITY**

- a). Bid shall remain valid for 180 days after the date of bid opening. A bid valid for a shorter period shall be rejected by the GMTD, as non-responsive.
- b). In exceptional circumstances, the GMTD may request the bidder's consent for an extension to the period of bid validity, the request and responses thereto shall be made in writing . The bid security provided under para-9 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security, a bidder granting the request will not be permitted to modify the bid.

11. **FORMAT AND SIGNING OF BID** :

- a). The bid shall be signed by the bidder or a person or persons duly authorised to bid the bidder to the contract. 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 literature shall be signed by the bidder or authorized signing the bid. The bid shall be sealed properly.
- b). The bid shall contain no interrelations, erasures or over writing except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or authorized person signing the bid.
- c). The successful tender will have to sign an agreement on a **stamp paper of Rs. 50/-** with GMTD, Dhenkanal before issue of LOI.
- d). The bidder shall submit his bid, offline through sealed ' envelope physically complying all eligibility conditions, other terms and conditions of tender document to be read ' along with the clarifications and amendments issued in this respect. All the documents must be signed by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- e). The Purchaser may ask the bidder (s) to supply besides original bid, additional copy of bids as required by him.
- f). The bid shall contain no interrelation , erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or authorized person signing the bid. All pages of the original bid, except for un-amended printed. literatures, shall be signed digitally in case of e-tendering/ physically in case of manual tendering by the person or authorized person signing the bid

11A Power.of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned state (s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.

Signature of the Bidder with date

- (b) The power of Attorney shall be executed by a person "who has been authorized by the the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d)- Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/ firm's bankers shall be furnished. Name, designation, Phone, number, mobile number, email address and postal address of the authorized signatory shall be provided.
- e) A clause by clause compliance of services to be provided shall be given for all the clauses stipulated in **Section I, II, III and IV** of the tender document. In case of deviation a statement of deviation shall be given separately.

12. SEALING AND MARKING OF BIDS :

- a). The bidder shall seal the bid with wax, the envelope as "TENDER FOR SUPPLY OF 12V 100AH/120AH/130AH/150/180AH BATTERY IN DHENKANAL TELECOM. DISTRICT FOR THE YEAR 2020-21". The cover shall indicate the name and address of the bidder and addressed to AGM (HR & Plg) o/o GMTD, Dhenkanal.
- b) The tender is of two bid system. One first envelope superscribed as FINANACIAL BID will contain the Rate Sheet only in which rates will be quoted by the bidder. The Second Envelope superscribed as **TECHNO COMMERCIAL BID** will contain all other documents as mentioned in **Sl No : 2 of page-3** including the EMD. Both the envelopes will be kept in a outer envelope superscribed as " TENDER FOR SUPPLY OF 12V 100AH/120AH/130AH/150/180AH BATTERY IN DHENKANAL TELECOM. DISTRICT FOR THE YEAR 2020-21". and addressed to AGM (HR & Plg) O/O GMTD, Dhenkanal. All the three envelopes must be sealed properly. The Tendering Authority will not be responsible for any loss / replacement of papers in the tender bids, if not sealed properly.
 - i. Tender shall either be sent by registered post or delivered in person. The responsibility for ensuring that tenders are delivered in time would rest with the bidder.
 - ii. Bids delivered in person shall be dropped in the tender box available at SDE (General) O/o GMTD, Dhenkanal, **Room No – 203** before the expiry of deadline.
 - iii. The **Techno commercial Bid** and the financial bid should be sealed separately.
- b). If the envelope is not sealed and not marked as required, the department shall not accept the bid.

13. SUBMISSION OF BIDS :

- a). Bid must be received by the department at the address specified above not later than 11.30 hrs. on due date..
- b). The department may , at its discretion, extend this deadline for the submission of bids by corrigendum's issued in which case bidder's previous submission if any will be taken into consideration.
- c) The inner, and outer envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- d) Tender should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on the mentioned address **at (13A) as noted below**. The responsibility for ensuring that the tender are delivered in time would vest with the bidder.
- e) Bids delivered in person on the day of tender opening shall ,be delivered-up to specified time & date as stated in NIT. The purchaser shall not be responsible if the bids are delivered elsewhere.

13A) Venue of tender opening.

- i) The bids should be submitted duly sealed and addressed to , AGM (HR&PIg) O/o GMTD Dhenkanal , 1st Floor , BSNL Bldg, Dakshinakali Road, Dhenkanal and delivered in person in specified tender box available at General Section Room No -203 on or before the due date & time.
- ii) Tender can be submitted through registered post or courier service well before the due date in the aforesaid address also. Any bid received after the dead line of submission shall be rejected and returned to the bidder unopened.
- iii) If both the envelopes are not sealed and not marked as required, the bid shall be rejected,
- iv) The envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time) 12.30 hrs of 09.07.2020

14. LATE BIDS :

Any bid received by the department after the deadline for submission of bids prescribed by the department shall be rejected and returned unopened to the bidder.

15. MODIFICATION AND WITHDRAWAL OF BIDS :

- a). The bidder may modify or withdraw his bid after submission provided the written notice of the modification or withdrawal is received by the BSNL prior to the deadline prescribed for submission of bids.
- b). The bidder's notification or withdrawal notices shall be prepared , sealed , marked and despatched as required in the case of bid submission. A withdrawal notice may also be sent by mail / FAX but followed by a signed confirmation copy , post marked not later than the deadline for submission of bids.
- c). No bid shall be modified subsequent to the deadline for submission of bids.

16. OPENING OF BIDS BY THE BSNL :

- a). The BSNL shall open bids in the presence of bidders or his authorised representatives who choose to attend on due date . The bidder's representatives who are present shall sign an attendance register. Authorization letter in original to this effect shall be submitted by the bidder before they are allowed to participate in bid opening.
- b). The bidder should authorize his representative to attend the bid opening if he is unable attend personally.
- c). A maximum of two representatives of a bidder shall be authorized and permitted to attend the bid opening.
- d). Name of envelopes to be opened & information to be read out by Bid Opening Committee. Thereafter the TEC will evaluate Techno-commercial bids & the report of TEC will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/authorized representatives by sending them a suitable notice.

e) The following information should be read out at the time of Techno-commercial bid opening.

- a) Name of the Bidder
- b) Name of the-item
- c) EMD amount & validity and acceptability
- d) Information in respect of eligibility of the bidder. .
- e) Details of bid modification/withdrawal, if applicable.
- f) The following information should be read out at the time of Financial bid opening:-
 - a) Name of the Bidder
 - b) Name of the item
 - c) Quantities/prices quoted in the bid

Signature of the Bidder with date

- d) Discount, if offered .
- e) Taxes & levies
- g) The date fixed for opening of bids, if subsequently declared to be a holiday by the BSNL. The bids will be opened on the next working day, time and venue remaining unaltered unless the revised date of opening of bids is notified before opening of tender.

17. CLARIFICATION OF BIDS :

To assist in the examination, evaluation and comparing the bids , the BSNL may , at its discretion ask the bidder for the clarification of its bid . The request for clarification and the response shall be in writing . However no post bid clarification at the initiative of the bidder shall be entertained.

17A Formation of BID Opening Committee (Both Techno Commercial and Financial)

Level of the bid opening officer	Other members of the bid opening committee
Asst. General Manager	SDE AO

18. PRELIMINARY EVALUATION :

- a) BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required documents have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- b) Prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document for purpose of these clauses. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. The BSNL determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as substantially non responsive will be rejected by BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- c) BSNL 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.
- d) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price-that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the, supplier does not accept the correction of the errors, his bid shall be rejected.
- e) A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

19. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

The L-1 rate for the Tender will be evaluated and will be decided after deducting the exchange value of old battery from the value of new battery and for all the items taken together & not for item wise for a year.

20. CONTACTING THE BSNL :

- a). No bidder shall try to influence the department on any mater relating to its bid , from the time of the bid opening till the contract is awarded.
- b). Any effort by a bidder to influence the BSNL in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

21. AWARD OF CONTRACT :

Signature of the Bidder with date

The BSNL shall consider issue of L.O.I for supply of the items to those bidders whose offers have been found technically and financially acceptable.

22. BSNL'S RIGHTS TO VARY QUANTITIES AT THE TIME OF AWARD :

The BSNL reserves the right at the time of award of contract to increase or decrease the quantity as per requirements without any change in terms and conditions.

23. BSNL'S RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS :

- a). The BSNL reserves the right to accept or reject any bid , and to annul the bidding process and reject all bids , at any time prior to award of contract without assigning any reason whatsoever, and without thereby incurring any liability to the effected bidder or bidders.
- b). Conditional & incomplete bid will be rejected.

24. SIGNING OF CONTRACT :

The Contract shall be signed by the Contractor as well as BSNL.

24A- Signing of integrity pact.

The successful tenderer shall be required to sign the integrity pact on a non-judicial stamp paper of Rs.50/- (Rupees Fifty only) at his own cost as per the enclosed Proforma at **Page No-16**. The integrity pact will be signed separately alongwith agreement.

25. ANNULMENT OF AWARD :

Failure of the successful bidder to sign the agreement for supply of items shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the department may make the award to any other bidder at the discretion of the BSNL or call for new bid.

26. SCOPE OF ORDER : The scope of work includes purchase of the following items pertaining to battery for replacement of batteries with buy back option by the supplier.

Rating	Qty
100A	04
130A	15
150A	01
180A	03

- I. On receipt of the order, the successful tenderer has to start the supply of items and the same should be supplied as specified in the order.
- II. The transportation charges for all purposes shall be borne by the tenderer.
- III. The bidder shall give warranty for one year from date of supply of the items.
- IV. The material supply will be subject to successful Acceptance by the controlling officer as nominated by The GMTD, Dhenkanal.
- V. The supply of items will be done within specified time from the date of issue of order, a penalty of 1% of value of items delayed per week or part thereof will be levied thereafter subject maximum 10% of the ordered value.
- VI. Payment will be made by the GMTD, Dhenkanal against the bills preferred by the tenderer after the successful supply and Acceptance is done.
- VII. Inspection and Testing will be conducted by The GMTD or his representative.
- VIII. Contractor has to hand over the battery to SDE (General), O/o GMTD, Dhenkanal after getting the supply order & take over the old battery from him.

27 .PAYMENT TERMS :

- I. Payment shall be made against the bills which have to submitted in duplicate after the supply of articles as per the order placed.
- II. The payment shall be made through Account payee E-payment, Dhenkanal only after processing & buyback is completed.
- III. Income Tax will be recovered as per the statutory provision.

28. VALIDITY :

The rates quoted & accepted as per the approved tenderer shall be valid for a period of 120 days from date of signing of the agreement.

29. SUPPLY OF ARTICLES

- i) The tenderer will quote makers name and rate (inclusive of all taxes) against each item of the article while submitting the tender papers. The rate quoted will be valid during the agreement period. & in no case should be higher than the market rate.
- ii) The successful tenderer will have to supply the sample of the approved articles for inspection of the articles before finalization to the committee formed for such purposes at his own cost.
- iii) The successful tenderer/supplier will arrange to supply the articles in the office as per the order placed before him at the risk of the supplier. The department will not take any risk for any loss or damage. The department will not pay any transportation charges for carrying the articles to this office.
- iv) The bidder has to lift the faulty batteries of different rating from GMTD, Store, Dhenkanal.

Signature of the Bidder with date

The department will not be bound to purchase any articles from the successful tenderer if the prevailing market price is lower than the agreed rate.

30. The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he/she is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For the partnership firm certificate will be given by all the partners and in case of limited company by all the directors of the company excluding Govt. of India/Financial Institutions nominees and independent non official part time directors appointed by Govt. of India for the Governor of state. Due to any breach of these conditions by the company or firm or concerned person the tender will be cancelled and bid security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or the firm or the concerned person.

The company or the firm or the person ill also be debarred for further participation in the concerned unit.

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 (Bro-in-law)

31. ARBITRATION:

31. 1. In the event of any question, dispute or difference arising under this agreement or in connection there with expert as to matter the decision of which is specifically provided under this agreement the same shall be referred to sole arbitration of the CGM, Orissa Telecom, Bhubaneswar or in case his decision 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 CGM, Orissa Telecom, Bhubaneswar or by whatever designation such officer may be called (hearing after referred to as the said officer) and if the CGM, Orissa Telecom, Bhubaneswar or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the CGM, Orissa Telecom, Bhubaneswar or the said office. The agreement to appoint an arbitrator will be in accordance with the arbitration and conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is Govt. Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Govt. Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such CGM, Orissa Telecom, Bhubaneswar or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

31.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid arbitration and conciliation Act. 1996 and the rules made thereunder, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

31.3 The venue of the arbitration proceeding shall be the Office of the CGM, Orissa Telecom Bhubaneswar or such other places as the arbitrator may decide.

**GENERAL MANAGER
BHARAT SANCHAR NIGAM LIMITED
DHENKANAL**

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

Signature of the bidder

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 Tenderer

Name of the Contractor.

(Capacity in which signing)

Place:

Date:

Signature of the Bidder with date

UNDERTAKING

I Shri/Smt Son of Shri do hereby undertake that all the documents / certificates submitted by me with this tender (tender for supply of batteries for Engine Alternator in Dhenkanal SSA for the year 2020-21) 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 security deposit/material security deposit, termination of my contact agreement and/or black-listing of my contract as deemed fit.

Signature of Bidder

Signature of the Bidder with date

PERFORMANCE SECURITY BOND

(To be typed on Rs.100/- non-judicial stamp paper)

Sub: Performance guarantee

Whereas GMTD, BSNL, Dhenkanal
R/o(hereafter referred as BSNL)
Has issued an APO no. Dated/...../2015
awarding the work of.....
To M/s.....
R/O.....(here after referred to as bidder)
and BSNL has asked him to submit a performance guarantee in favour of AO (Cash
, BSNL, O/o GMTD, Dhenkanal of Rs...../- hereafter referred to as
“P.G. Amount”) valid upto/...../20.....(hereafter referred to as “ Validity Date”)

Now at the request of the bidder, we
Bank.....Branch
Having.....
(Address) and Regd. Office address as.....
.....
(herein after called “ the Bank”) agreed to give this guarantee as hereinafter contained :

2. We “ the Bank” do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligation there-under , the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank Shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.

1. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its validity date.

5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the power exercisable by BSNL against the Bidder and to forbear to enforce any of the terms and conditions relating to the said agreement and Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. Notwithstanding anything herein contained ;

- a) The Liability of the Bank under this guarantee is restricted to the P.G. amount and it will remain in force up to its validity date.
- b) The guarantee shall stand completely discharged and or rights of the BSNL under this guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case BSNL demands any money under this Bank guarantee, the same shall be paid through Banker Cheque in favour of “ AO (Cash), BSNL, Dhenkanal , payable at Dhenkanal.

8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the bank have authority to give this guarantee under its delegated power.

Signature of the Bidder with date

Place

Date.....

(Signature of Bank Officer)

Rubber Stamp of the Bank

Authorized Power of Attorney number.....

Name of the Bank Officer.....

Designation.....

Complete Postal Address of Bank.....

.....

Telephone Number

Fax Number.....

Signature of the Bidder with date

AGREEMENT FORM

An agreement is entered in between Sri _____ as one part & the General Manager, Telecom District, Dhenkanal the 2nd part on behalf of BSNL on this _____ day of _____ in Dhenkanal Telecom District.

Whereas in response to the tender notice no. _____ date _____ issued by the General Manager, Telecom District, Dhenkanal . Sri _____ has been declared successful tenderer in Dhenkanal Telecom District.

Sri _____ hereby undertake to supply as per tender finalised in this favour and according to the terms and conditions laid down in the tender documents.

Sri _____ further undertake to fully abide by the terms and conditions as stipulated in the tender notice no. _____ dated _____.

**Signature of Manufacturer / Dealer
/Owner of Firm**

**DGM (HR & Plg)
Telecom District, Dhenkanal:**

Name :

Address :

Address :

Witness-1 :

Witness-2 :

Name :

Name :

Address :

Address :

Signature of the Bidder with date

INTEGRITY PACT

Between

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

and

.....hereinafter referred to as "The Bidder/Contractor"

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract's for.....The Principal values full compliance with all relevant laws and regulations, and the principles 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 3 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) confidential/additional information through which the 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 persons.

(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

Signature of the Bidder with date

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

(1) The Bidder(s)/Contractor(s) commits 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 or immaterial 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^ into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, 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 payments he has made is committed to or intends to make to 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 outlined 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 to demand and recover the damages 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, 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

Signature of the Bidder with date

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 the 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 or Subcontractor or of an employee or a representative or an associate of a Bidder, Contractor or 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 obligations 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 this 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 customers, or any personnel or employee related data.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings 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 meetings.
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 that 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.
 1. 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.
 2. The word "Monitor would include both singular and plural.

Signature of the Bidder with date

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

2. 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.
3. 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

Signature of the Bidder with date

BHARAT SANCHAR NIGAM LIMITED
OFFICE OF THE GENERAL MANAGER, TELECOM
DISTRICT, DHENKANAL



**TENDER FOR SUPPLY OF 12V
100AH/120AH/130AH/150/180AH BATTERY
IN DHENKANAL TELECOM. DISTRICT FOR
THE YEAR 2020-21**

(Financial Bid)

(No: G-180/2020-21/07

DATE: 01.07.2020)

Issued to Sri./ Smt.....

Address

.....

.....

Signature of the issuing officer

Date

Signature of the Bidder with date

RATE SHEET

Name of work : Supply Of 12v 100 AH / 120 AH /130 AH/ 150 AH & 180 AH Battery for E/A sets.

Sl No	Description of item	Unit	New battery Price in Rs inclusive of all taxes including transportation except service tax	Buyback / Exchange value of old Battery in Rs	Amount in Rs (New battery price – Old battery price)
1	Supplying of lead acid storage cell battery suitable for filling the electrolyte, initial charging making with self starter etc. complete as required (Exide/Amaron or equivalent { Make to be Mentioned })				
a)	Capacity				
	12 V 100 AH	1			
	12 V 120 AH	1			
	12 V 130 AH	1			
	12 V 150 AH	1			
	12 V 180 AH	1			

Note : The tender will be finalized after deducting the exchange value of the old battery to be replaced. The new battery provided shall have to be guaranteed for a period of not less than one year.

Approximate Qty to be supplied is 23 nos. & the required quantity may increase/decrease as per field requirement.

Signature of the Bidder with date



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