



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
Office of the General Manager Telecom District
Bhubaneswar-751022

E-Tender Document For
Supply of various accessories for FTTH Connections in
Bhubaneswar Telecom District

Tender No: N-162/2019-20 Dated: 14/10/2019
For One years

Cost of Tender Document: Rs.2,360/-

(This includes Tender document Cost Rs.2,000/- and GST @ 18% i.e.Rs.360/-)

NOTE: Only One Tender form should be used.

CONTENTS OF TENDER DOCUMENT

SECTION NO.	Description	PAGE NO.
Cover Page	COVER PAGE	01
Index	INDEX	02
I	NOTICE INVITING TENDER	03-04
II	SUPPLY OF ACCESSORIES FOR FTTH CONNECTIONS	05
III	SCHEDULE OF RATES	06-08
IV	INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS OF TENDER	09-18
V	FINANCIAL BID	19
VI	CHECK LIST/REQUIREMENTS	20
VII	FORMATS FOR DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES	21-36

SECTION-I**BHARAT SANCHAR NIGAM LIMITED****(A Govt. of India Enterprise)****Office of the General Manager, Telecom Dist-Bhubaneswar-751022.****NOTICE INVITING TENDER****E-Tender for Supply of various accessories for FTTH Connections in Bhubaneswar Telecom District**

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.

Sl.No.	Item	Particulars
1	Tender Notice No & date	N-162/2019-20, Dated 14/10/2019
2	Tender item	Supply of various accessories for FTTH connections in Bhubaneswar Telecom District.
3	Tender Document can be downloaded from date	14/10/2019
4	Date of receipt of queries from bidders	Up to 18.00 Hrs of 21/10/2019
5	Reply of queries by BSNL	Before 18.00 Hrs of 23/10/2019
6	Last Date of Submission of Tender	05/11/2019 up to 13.00 Hrs
7	Date & Time of Opening of Tender (Technical Bid only)	05/11/2019 at 15:00 Hrs
8	Estimated Cost	150 lakhs
9	Amount of Bid Security as in Section II.	The cost of EMD and cost of Tender paper to be paid through online Banking/RTGS/NEFT/TDR/PBG or adjustment availed by the existing vendor of this SSA as per the Section-I, Para 2(b)
10	Cost of Tender Form	The cost of Tender Form and cost of Tender paper to be paid through online Banking/RTGS/NEFT as per the Section-I, Para 2(b).

**** In case of TDR/PBG is submitted towards the cost of EMD, the bidder needs to submit the TDR/PBG original in the Drop Box available at AGM (HR & Admn), Room No. 214, 2nd Floor Door Sanchar Bhawan, Unit-IX, Bhubaneswar on or before opening of tender Technical Bid. In case person other than the tenderer has signed the tender document then Original "Power of Attorney" must be submitted in the drop box on or before opening of tender Technical Bid.**

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: www.tenderwizard.com/BSNL & www.Odisha.bsnl.co.in and to be submitted in e-format. Costs of Tender Document and Earnest Money Deposit (EMD) have to be submitted as per following details given in Para 2(b).

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

Name of the Bank and Branch	UNION BANK OF INIDA, BHUBANEWAR
Accounts Name	A.O. (Cash), BSNL, O/o GMTD Bhubaneswar
Account Number	380801010035275
IFC Code	UBIN0538086
Address of the Bank	Ashok Nagar Branch, Bhubaneswar: 751009, Odisha
MICR Code	751026002
Mail Id:	<i>email id:</i> aobillingbbsr@gmail.com
Contact No	Tel.No.0674-2541969
In case of EMD in the form of TDR/ PBG	Should be pledged in favour of A.O. (Cash), BSNL, O/o GMTD Bhubaneswar with validity for a period of Six Months from the date of opening.

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

- (c) Amendments, if any, to the tender document will be notified in the above website as and when such amendments are made. It is the sole responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.
3. (a) Intending 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) 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 (**www.tenderwizard.com/BSNL**) as per Annexure – E of Section VII.
3. (d) In case of any correction/ addition/ alteration/omission is found in the original tender document; the tender bid shall be treated as non-responsive and shall be rejected.
4. (a) **The bidder should have minimum of Rs. 52.5 Lakh (Fifty Two Lakh Fifty Thousand) experiences in supply of Electronics or FTTH related accessories materials during last two year (in BSNL/MTNL/Other PSUs/Central Govt.) taking together.** Experience certificate in this regard is to be issued by an officer not below the rank of **Deputy General Manager or equivalent.** Experience certificate issued by any TDE or equivalent duly countersigned by an officer not below the rank of DGM will also be considered.
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 representative of bidder can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, bidders or their authorized representatives can attend the Tender Opening Event at the Conference Hall, 3rd Floor, Door Sanchar Bhawan, Unit-IX, Bhubaneswar-751022 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 Bhubaneswar 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 signed by the bidder.
9. All statutory taxes as applicable shall be deducted at source before payment.
10. **ELIGIBILITY CRITERIA FOR BIDDERS:**
- Vendor Eligibility Conditions for **Supply of various accessories for FTTH Connections.**
- 11.1 The bidder should have minimum of Rs.52.5 Lakh (Fifty Two Lakh Fifty Thousand) experiences in supply of Electronics or FTTH related accessories materials during last two year (in BSNL/MTNL/Other PSUs/Central Govt.) taking together. Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent. Experience certificate issued by any TDE or equivalent duly countersigned by an officer not below the rank of DGM will also be considered.
- 11.2 The Bidder should have PAN No (In case of Partnership / Pvt. Ltd. firm PAN No. of firm is required & in case of Proprietorship firm PAN No. of proprietor is to be enclosed).
- 11.3 The bidder should have obtained registration certificate for GST in bidder’s/firm name.
- 11.4 The bidder should have **full-fledged office in Bhubaneswar** to support timely service for activities within the scope of work. The Bidder shall furnish a self-certification in this regard clearly mentioning the address of the location. BSNL shall reserve the right to verify the same by visiting the Bidder’s premises.

SECTION – II**Tender Details**

ITEM of Works	Estt. cost including Service Charge (Amount in Rs.)	EMD / BID Security Amount (In Rs.)	PBG Amount (In Rs.)	Tender Paper Cost (In Rs.)
Supply of various accessories for FTTH Connections in Bhubaneswar Telecom District.	15,000,000.00	375,000.00	750,000.00	2,360.00

N.B. - The existing vendor(s) of this SSA may avail for adjustment of respective EMD amount(s) against the pending Bill(s) / Invoice No(s). and passed amount of the bill(s), if so desire, by applying for the same with specific request on case to case basis.

For example:

i). For NIT No. BBB, EMD Amt.:Rs.500/-

Note 1: The quantities stated above are estimated and BSNL reserve the right to vary the quantity to the extent of -50% to + 50% of the specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

1. Payment terms:

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

- 1.1 The Payments due to the contractor / vendor will be effected preferably through Electronic Clearing scheme (ECS) or Electronic Fund Transfer method (EFT) directly to the Bank account of the contractor / vendor. Contractor / Vendor should submit the mandate form/Vendor creation as in Annexure– II duly filled and signed with a Cancelled / Photo Copy of the Cheque leaf along with the performance security Bond / Agreement on receipt of the Advance Purchase order.
- 1.2 The bidder has to give the mandate for receiving the payment electronically and the charges, if any, levied by bank has to be borne by the bidder/contractor/vendor...The bidder company are required to give the following information for this purpose :-
 - i. Beneficiary Bank Name :
 - ii. IFSC Code of Beneficiary Branch:
 - iii. Beneficiary Account No.:
 - iv. Branch Serial No.(MICR No.) :

2.0 Evaluation Criteria:

Financial evaluation will be done on Grand total of weighted Average (Quantity * Unit Price excluding duties & Taxes as per price bid schedule section-V).The L-1 bidder will be allotted 60% of the quantity tendered at the approved rate, L-2 bidder 40% .If L-2 , L-3... bidders are not accepting the L-1 approved rate, it will be offered to next two lower bidders i.e. L-4 & L5 & so on. If no bidder agrees for L1 rate full quantity will be ordered on L-1 bidder. If any only one bidder accepts the L-1 rates then the ratio of Quantity offered to the L-1 bidder & L-2 or L3 bidder accepting the L-1 rate will be 60: 40.

Lowest based on financial bid L1, L2 is financial rating of bidders in ascending order. L1 is the lowest bidder.

3.0 Period of Contract:

Initially period of contract will be for **One year**. Based on the field performance certificate validity of contract will be extended for a further period of 6 months with a maximum increase of 50 % of the estimated cost.

- 4.0 Amendments / Modifications to bid documents if any will be hosted on our website <http://Odisha.bsnl.co.in/bhubaneswar/-->> e-tenders 7 days prior to the date of bid opening

SECTION-III
SCOPE OF WORK

PART-A

SCHEDULE OF REQUIREMENTS

The quantity required in each items will depend on as on requirement of Bhubaneswar Telecom

The proposed Areas of Bhubaneswar Telecom District.

The rate shall be quoted by the bidder. The item descriptions are considered as unit.

Sl No	Item Description For FTTH Connection	Unit	Warranty
1	2 Way Fiber junction Box Flat Type	Per Unit	One Year
2	4 Way Fiber junction Box Flat Type	Per Unit	One Year
3	Square Joint Box	Per Unit	One Year
4	1 :2 Splitter (50:50)	Per Unit	One Year
5	1 :4 Splitter	Per Unit	One Year
6	1 :8 Splitter	Per Unit	One Year
7	SC-SC Single mode OFC pigtail 5 meter length	Per Unit	One Year

Part B**SPECIAL CONDITIONS OF THE CONTRACT**

1. The special conditions of contract shall supplement the `Instructions to the Bidders' as contained in Section 4 & "General (Commercial) Conditions of the Contract" as contained in Section 5 and wherever there is a conflict, the provisions herein shall prevail over those in Section 4 and Section 5.
2. BSNL will issue provisional work order for **Supply of various accessories for FTTH Connections.**
3. **The purchase order will be issued by AGM or SDO as authorized by the G.M.**
4. Time allowed for completion of work: - **After issue of purchase order the materials has to be supplied within 15 days. Delay in any case other than due to any departmental reasons, it has to be certified by an officer above the rank of work order issuing authority or else penalty will be charged as per Para Section-IV, Clause No.38.**
5. Application for Extension of the Time and Sanction of Extension of Time (EOT):
There may be some hindrances, other than covered under force majeure, while execution of work and in such cases the contractor shall apply in writing in the prescribed form (part-A) to the SSA head for extension of time (EOT), on account of which he desires such extension within three days of occurrence of hindrance. The SSA head is empowered to grant extension of time for completion of work on certain condition. He shall exercise such powers, if the following conditions are satisfied.
6. The SSA head is of the opinion that the grounds shown for extension of time are reasonable.
 - a. The SSA head shall consider the request keeping all the facts and circumstances in view and shall grant extension of time, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reason for delay are not ascribable to the contractor.
7. The competent authority may also grant extension of time for completion of supply of materials in cases where reasons for delay are ascribable to the contractor, but such extension of time shall be with LD charges as per clause dealing with penalty for delays in execution of supply of materials. The extension of time with LD charges shall be issued to grant the extension of time.
8. If the competent authority is of the opinion that the grounds shown by the contractors are not reasonable and sufficient and declines to grant the extension of time, the contractor cannot challenge the soundness of the opinion by reference to arbitration. The decision of the competent authority on period of extension of time or refusal for extension of time shall be final and binding on the contractor.
9. **WARRANTY:**
 - a. The contractor shall warrant that the material supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided by the contract under proper use, arising from faulty materials, design or workmanship such as corrosion of the cable, inadequate quantity of materials etc. and shall remedy such defects at his own cost when called upon to do so by the BSNL who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, **twelve (12) months after** the acceptance testing.
 - b. If it becomes necessary for the contractor to replace or renew any defective portion/portions of the material under this clause, the provisions of the clause shall apply to the portion / portions material so replaced or renewed or until the end of the above mentioned period of twelve (12) months, whichever may be later. If any defect not remedied within a reasonable time, as prescribed by the BSNL, the BSNL may proceed to do the work at the contractor's risk and costs, but without prejudice to any other rights which the BSNL may have in against the contractor respect of such defects.
 - c. Replacement/repair under warranty clause shall be made by the contractor free of all charges at site including freight, insurance, cost of works and other incidental charges.

AUDIT AND TECHNICAL EXAMINATION:

- d. BSNL shall have the right to cause an audit and technical examination of the supply items and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any items supplied by the contractor under the contract under the contract and found not to have been executed, the contractor shall be liable the refund the amount of over payment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in clause with the heading payment of bills, or in any other manner legally

permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by BSNL to the contractor.

- e. Provided that BSNL shall be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment have been agreed upon between the SSA head or his subordinate officer on one hand and the contractor on the other under any term of the contract permitting payment for work after assessment.
- f. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriate by the BSNL for the payment of a sum of money arising out or under any other contract made by the contractor with the BSNL.

10. INDEMNITIES :

11. The contractor shall at all times hold the BSNL harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions, brought or procured against the BSNL, its officers and employees and forthwith upon demand and without protect or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding , charges and expense and liabilities resulting from or incidental or in connection, with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract document. In addition the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.

12. The contractor shall at his own cost at the BSNL request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.

13. Service Related:

The BSNL shall be the final judge of the quality of the work and the satisfaction of the BSNL in respect there of set forth in the contract document. Laxity or failure to enforce compliance with the contract documents by the BSNL and/ or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification there in. The representative of BSNL has the right to prohibit the use of men and any tools, materials and equipment which in his opinion do not produce work or performance meet the requirement of the contract documents.

14. SET OFF:

Any sum of money due and payable to the CONTRACTOR (including security deposit refundable to him) under this contract may be appropriated by the company or the BSNL or any other person or persons contracting through the BSNL and set off the same against any claim of the Company or BSNL or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with the Company or BSNL or such other person or persons contracting through BSNL.

SECTION-IV
INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS OF TENDER
INSTRUCTION TO BIDDERS

A) DEFINITIONS

- (a) **"The User"** means the GMTD, Bhubaneswar, Odisha Circle, Bharat Sanchar Nigam Limited acting on behalf of CMD, Bharat Sanchar Nigam Limited.
- (b) **"The Bidder"** means the individual or firm who participates in the tender and submits its bid.
- (c) **"The Contractor"** means the individual or firm providing data entry works under the contract.
- (d) **"The Service"** means the Supply of various accessories for FTTH Connections which the contractor is required to provide to the user under the contract.
- (e) **"The letter of intent"** means the intention of the user to place the work order on the bidder.
- (f) **"The work order"** means the order placed by the user on the contractor signed by the user including all attachments and appendices thereto and all documents incorporated by reference therein. The work order shall be deemed as "Contract" appearing in the document.
- (g) **"The Contract Price"** means the price payable to the contractor under the work order for the full and proper performance of its contractual obligations.

B) SCOPE OF TENDER:

The scope of the tender is to Supply of various accessories for FTTH connections of the General Manager of the District

Terms and Conditions:

- 1(a) "BSNL" or "The Nigam" or "The Tendering Authority" means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) acting on behalf of the President of India and represented by the General Manager Telecom District, Bhubaneswar.
- 1(b) "The Bidder" means the individual or firm who participates in this tender & submits its bid.
- 1(c) "The Work Order" means the order placed by the BSNL on the Bidder signed by the Engineer- in-Charge of BSNL including all attachments & appendices thereto and all document incorporated by reference therein. The work shall be deemed as "Contract" appearing in the document.
- 1(d) "The Contract Price" means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.
- 1(e) "Site Engineer" means the concerned Sub-Divisional Officer (Phones) or Sub-Divisional Officer (Telegraphs) or Accounts Officer in-charge of this Telecom District under whose zone the contractor will provide the requisite number of labourers on daily basis as per actual requirement of concerned respective site Engineer (in-charge) varying from 0 (Zero) number to maximum number as mentioned against each Site Engineer under Section-II.
- 1(f) "Engineer in-Charge" means the controlling DE/AGM of respective Site Engineer of this Telecom District who is designated as the "Engineer in-Charge" of respective "Site Engineer" as mentioned in the Section -II.
- 1(g) "E-Tender Portal" means the website "www.tenderwizard.com/BSNL" of M/s ITI Limited who is providing e-Tendering solution to BSNL.
- 1(h) "ETS" means the Electronic Tendering System through the e-Tender Portal.
1. Name of the Work: Supply of various accessories for FTTH Connections in jurisdiction of GMTD, BBSR.
 2. Estimated cost of the tender is approximately Rs. 15,000,000/-

3. N.I.T. No. N-162/19-20 Dated 14/10/2019.

4. ELIGIBLE BIDDERS

The bidder should have minimum of Rs. 52.5 Lakh (Fifty Two Lakh Fifty Thousand) experiences in supply of Electronics or FTTH related accessories materials during last two year (in BSNL/MTNL/Other PSUs/Central Govt.) taking together. Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent. Experience certificate issued by any TDE or equivalent duly countersigned by an officer not below the rank of DGM will also be considered.

5. VALIDITY OF BID: The bid validity period is 150 days from the date of opening of bid documents.

6. SECURITY

The successful bidders will have to furnish security for 5% of the estimated cost of the work; finally awarded to them by the competent authority, in the form of Bank Guarantee of any Scheduled/Nationalized bank valid up to 30(Thirty) months from the date of signing of agreement with BSNL or TDR (Term Deposit Receipt) any Scheduled/Nationalized bank valid up to 30(Thirty)months

from the date of signing of agreement with BSNL duly pledged in favour of AO(Cash), O/o the GMTD, BSNL, Bhubaneswar. If the work is awarded to more than one contractor the security amount as mentioned above will be divided among the number of contractors, on proportionate basis. In case of non-submission of PSD, a sum of 5% 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.

The security deposit (SD) is required to protect the BSNL against the risk of bidders conduct and will be forfeited in part / whole in case of -:

- a) Delay in supply of required items.
- b) If any substandard material is delivered.
- c) Withdrawal of the successful bidder from the contract before its expiry without giving proper notice as specified in the terms & conditions of this tender document.
- d) Or all or some of the above.

7. The conditional and incomplete tenders are liable for rejection.

8. The General Manager, Telecom Dist, Bhubaneswar reserves the right to reject one or all of the tenders without assigning any reason thereof.

9. The GMTD, BBSR will not be responsible to provide residential accommodation to the labourers employed by the contractor. All arrangements in this regard, will be the responsibility of the contractor.

10. The near relative of employees of BSNL, BBSR are prohibited from participation in this tender (either directly recruited or on deputation). The near relatives for this purpose are defined as, a) Members of Hindu undivided family. b) They are husband & wife, c) The one related to other in the manner as father, mother, son(s) & son's wife (daughter-in-law), daughter(s) & daughter's husband (son in law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law). Declaration is available at Annexure-D of Section-VII.

11. In case of any dispute arising out of the contract between the two contracting parties, the decision of the General Manager, Telecom Dist. Bhubaneswar shall be final and binding.

12. The GMTD, BBSR reserves the rights to increase/decrease or delete the scope of work without assigning any reason.

13. The works against this tender will be executed under the overall control of the General Manager Telecom District, Bhubaneswar.

15. 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.

16. 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 **up to 18:00 hrs of 23/10/2019**. 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.

17. DOCUMENTS TO BE SUBMITTED FOR BID

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

banning of business dealing with the defaulting firm. In case contract has already been awarded to the bidder, then PBG would be forfeited and the contract would be rescinded / annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm. An undertaking to this effect should be submitted by the bidder as per format at **Annexure-M of Section-VII.**

18. 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 Wizard Help Desk Contact	Shri Biswajit Kar, 09438724476, 01149424365 between 10:30 hrs to 17:00 hrs from 14/10/2019 to 04/11/2019 twhelpdesk404@gmail.com
BSNL Contact-1	Shri S S Mandhata, AGM (HR & Admin) O/o GMTD Bhubaneswar Tel.No.0674-2542666, Mob.No.9437111711 between 10:30 hrs to 18:00 hrs from 14/10/2019 to 04/11/2019, email id : mandhata1234@gmail.com
BSNL Contact-2	Shri R K Palai, SDE (Planning) O/o GMTD BSNL Bhubaneswar, Tel.No.0674-2541244, Mob.No.9438888883 between 10:30 hrs to 17:00 hrs from 14/10/2019 to 04/11/2019, e-mail id : rajeshpalai.bsnl@gmail.com

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

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

20. BID FORMS

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

21. BID PRICE

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

22. COMPLIANCE

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

23. A. BID SECURITY/EMD

- (a) The bidder must deposit the amount for bid security/EMD through Online/NEFT/RTGS as stated in section II only from any nationalized/scheduled bank as per Section-I para 2(c).
- (b) The successful bidder's bid security will be discharged upon the bidder's acceptance of the award of contract satisfactorily and furnishing the performance security.
- (c) The Bid security of unsuccessful bidder will be discharged / returned as early as possible as, not later than 30 days after the expiry of the period of bid validity.
- (d) **A BID WITHOUT BID SECURITY/ BID SECURITY WITH OUT BID SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.**

B.FORFEITURE OF BID SECURITY/EMD

The Bid Security/EMD may be forfeited

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

24. FORMAT AND SIGNING OF BID

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

25. PREPARATION & SUBMISSION OF BIDS:**I) Contents of the Bid:**

The bid contains three parts –

Part A: The scanned copies of the Payment of Cost of Tender paper and EMD through online /NEFT/RTGS & Power of attorney (If applicable) have to be uploaded in the e-Tender Portal of M/s ITI.

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

Part C: The third part relates to uploading of Financial Bid containing the Price schedule in excel format filled carefully in the appropriate place of the e-Tender 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 13:00 Hrs of 05/11/2019.
- b. Scanned documents wherever necessary are to be uploaded in the appropriate places of the e-tender portal.
- c. The bidder shall submit a set of entire document signed in all pages, downloaded from e-Tender Portal_ against each individual bid which is to be uploaded in the e-tender portal.
- d. The Bidder can bid through the user-id allotted to him by M/s ITI in e-Tender Portal along with requisite Earnest Money Deposit (EMD) and cost of Tender Paper.
- e. If any one of the document required to be submitted as referred is found to be wanting, the concerned bid shall be rejected at the opening stage itself.
- f. 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 referred to the deadline will thereafter be subject to the extended deadline.

26. LATE BIDS, MODIFICATIONS AND WITHDRAWAL OF BIDS

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

27. BID OPENING AND EVALUATION:-

- (a) Financial bids & Technical bids shall be submitted by the bidder at the same time. The bids will be opened in two stages. The Tendering Authority will open the technical bids in the presence of bidders or their authorized representatives on the due date, i.e., dated 05/11/2019 at 15:00 Hrs. The bidder or one of his authorized representatives shall be permitted to attend the bid opening. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening as per Annexure-G in Section VII. The bidders can view the opening details after the Tendering Authority opened them.
- (b) The bidder or his representative, who is present, shall sign in tender opening register.
- (c) The date fixed for opening of bids, if subsequently declared as holiday by BSNL, the revised date of schedule will be notified in the e-Tender Portal. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.
- (d) Technical bids will be evaluated by the Tendering Authority and after completion of the technical Evaluation; the eligible bidders list for the financial bid opening will be made available in the e-Tender Portal.
- (e) Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.

28. PLACE OF OPENING OF TENDER BIDS

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at "Conference Hall, (3rd Floor) Door Sanchar Bhawan, Unit-IX, Bhubaneswar 751022", where BSNL's Tender Opening Officers would be conducting through online e-Tender at

15:00 Hrs. on 05/11/2019. 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.

29. PRELIMINARY EVALUATION

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

30. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- (a). The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
- (b) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Tendering authority. If there is a discrepancy between words and figures, the amount in words shall prevail.
- (c) If the bidder does not accept the correction of the errors, his bid shall be rejected.
- (d) The financial bid and L-1 will be evaluated considering only the substantially responsive bids.
- (e) Tendering authority may negotiate with L1 bidder only or can make counter offer of the same L1 negotiated price to maximum two successful bidder(s).

31. 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.

Award of contract & Work:

- a) The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially responsive, eligible and accepted. Normally the bid of the tenderer who quote the lowest rate (as mentioned in financial bid) will be accepted.
- b) However the BSNL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders.
- c) The BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL Bhubaneswar Telecom District.
- d) The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- e) The assessment of GMTD Bhubaneswar in this regard shall be Final and binding.
- f) However if any of the contractor is not doing the work after issuing work order by the concerned AGM(HR & Admn) O/o GMTD Bhubaneswar then GMTD reserves the right to award the work to any other willing contractor with submission of additional PBG.
- g) Normally the amount of SD will remain unaltered in all cases mentioned above.

32. SIGNING OF CONTRACT AGREEMENT:-

The successful tenderer shall be required to execute an agreement on a non-judicial stamp paper of Rs.100/- (Rupees One Hundred only) at his own cost as per the enclosed proforma within 10 (Ten) days from the date of deposit of PSD in this office. In the event of failure of the tenderer to sign the agreement within 10(Ten) days of being called upon to do so after depositing required PSD, or

in the event of his failure to start the work as stipulated in the work order, then the amount of PSD. (Performance Security Deposit) in the form of TDR (Term Deposit Receipt) or BG (Bank Guarantee) or EMD as the case may be, shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

33. VALIDITY OF THE CONTRACT.

- i) The contract shall be valid for two years from the date of signing of the contract.
- ii) The GMTD, BBSR reserves the right to increase the contract period from the agreed period for a maximum 6 months with increase of 50% of estimated cost. He also reserves the right to cancel the contract at any time without assigning any reasons.
- iii) In case of extension of contract period, the concerned contractor has to submit a request letter for his willingness to work in same terms and condition of agreement.

34. 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, Bhubaneswar shall be final and binding on all concerned.

35. DISQUALIFYING CLAUSE:

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

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

37. Termination of Contract by BSNL

- (a) The GMTD, Bhubaneswar may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such items without any compensation whatsoever to the contractor.
- (b) BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts by giving one months' notice in writing to the service provider if the contractor fails to execute the work assigned to him within the period specified in the contract or any extension thereof granted by BSNL.
- (c) If the contractor fails to perform any other obligation (s) under the Conditions of the contract.
- (d) All instruction, notices & communication etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post ,these would have been delivered to the service provider.
- (e) Notwithstanding anything contained herein, BSNL reserves the right to terminate the contract at any stage or time during the period of contract ,by giving one month notice in writing without assigning any reason and without incurring any financial liability whatsoever to the service provider.
- (f) The GMTD, Bhubaneswar may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or while of material, machinery and other equipment for use in or in respect of the work.
- (g) 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.

38. Penalty Clause:**For delays in the contractor's performance:**

- a. The time allowed for completion of work as entered in the work order shall be strictly adhered to by the contractor and shall be reckoned from the seventh day from the issue of the work order by BSNL. The contractor shall pay as penalty amount equal to 2(two)% of the amount of the incomplete work for every one week of delay or part thereof in completion of work subject to a maximum of 10 % of the cost of the work awarded.
- b. On any date the penalty payable as above reaches 10% of the estimated cost of the work the contractor should proceed with the work further only on getting a written instruction from the concerned DE, that, he is allowed to proceed further with the work.

- c. Penalty for delay in completion in work shall be recoverable from the bill of the contractor and/or by adjustment from the SD or from the bill of any other contract of BSNL.

39. 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.

40. 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.

41. Force Majeure:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such no performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

42. Arbitration:

- a. In the event of any question, dispute or difference arising under the agreement or in connection therewith (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 Bhubaneswar 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 Bhubaneswar 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 Bhubaneswar 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 Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof or any rules made thereof.
- b. The venue of Arbitration proceeding shall be Office of GMTD Bhubaneswar, Door Sanchar Bhawan, Unit-IX, Bhubaneswar 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.

43. Set Off:

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

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

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

44. REJECTION OF BID

The bid will be rejected in case of:-

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

45. 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. The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
- d. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

46. 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, Bhubaneswar of Odisha Circle only.

A. General:

- i. Submission of Bids only through online process is mandatory for this tender conducting electronic Tendering Authority is using the e-Tender portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI Limited, a Government of India Undertaking.
- ii. 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).
- iii. It is advised that all the documents to be submitted (**Section VII**) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.
- iv. 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
- l. 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 <http://www.cca.gov.in>]. Certifying Authority (CA)

licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

E. Registration

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

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.

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 Help Desk Contact	Shri Biswajit Kar, 09438724476, 01149424365 between 10:30 hrs to 17:00 hrs from 14/10/2019 to 04/11/2019 twhelpdesk404@gmail.com
BSNL Contact-1	Shri S S Mandhata, AGM (HR & Admin) O/o GMTD Bhubaneswar Tel.No.0674-2542666, Mob.No.9437111711 between 10:30 hrs to 18:00 hrs from 14/10/2019 to 04/11/2019, email id : mandhata1234@gmail.com
BSNL Contact-2	Shri R K Palai, SDE (Planning) O/o GMTD BSNL Bhubaneswar, Tel.No.0674-2541244, Mob.No.9438888883 between 10:30 hrs to 17:00 hrs from 14/10/2019 to 04/11/2019, e-mail id : rajeshpalai.bsnl@gmail.com

48. INTIMATION OF CORRECTIONS/MODIFICATIONS TO TENDER DOCUMENT

The correction/modification, if any, in the tender document will be uploaded in the Website i.e. www.odisha.bsnl.co.in and www.tenderwizard.com/BSNL before tender submission date and time 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.

49. OTHER INSTRUCTIONS, IF ANY

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

Sl No.	Description
1	Scanned copies of all the pages of tender document signed by the tenderer or Authorized Person on all pages along with seal.
2	Self-Attested Photo copy of PAN Card and IT return for financial year 2017-18 pertaining to Assessment year 2018-19.
3	Self-Attested Photo copy of Experience Certificate
4	Self-Attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of Tender Document
5	Self-Attested Photo copy of the computerized receipt (Online/RTGS/NEFT) or TDR/PBG or adjustment availed by the existing vendor of this SSA towards cost of EMD/Bid Security (In case of ginal copy shouldTDR/PBG Ori be submitted in drop Box).
6	No near relative certificate duly filled in and signed, Annexure-D .
7	Scanned copy of Letter of Authorization to Tender Opening Event (TOE) duly filled and signed. Annexure-G.
8	Tenderer's profile duly filled in and signed. Annexure-I.
9	Self-Attested Photo copy of Original "Power of Attorney" executed in required value of Judicial Stamp paper as per extant law in case person other than the tenderer has signed the tender documents (Original copy should be submitted in drop Box)
10	Self-Attested Photo copy of "Partnership Deed" duly registered if applicable
11	Self-Attested copy of Declaration of Non - tampering of relevant document required for tender duly filled and signed. Annexure-B.
12	Self-Attested copy of Declaration for Downloading the tender Document duly filled in and signed vide Annexure-E.
13	Self-Attested copy of Bid form duly filled in and signed. Annexure-K
14	Self-Attested copy of Clause by clause compliance duly filled and signed. Annexure-C.
15	Self-Attested copy of the Check list duly filled in
16	Self-Attested copy of the Integrity Pack duly filled and signed, Annexure-H.
17	Self-attested copy of Undertaking regarding genuineness of the documents/information submitted duly filled and signed, Annexure-L
18	GST Registration Copy and Return copy of last month.

- b. The bidder has also to upload the scanned copy of the above documents during uploading of the bid in E – format and the cost of the tender paper and EMD through online/NEFT/RTGS before the closing time of the closing date.
- c. 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 Encrypter functionality, the contents of both the “Electronic Forms” and the “Main-Bid are securely encrypted using a Pass-word created by the server itself. The Pass-word is more difficult to break. This method of bid encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public- Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.
- d. Public Online Tender Opening Event (TOE)
- i. ETS offers a unique facility for “Public Online Tender Opening Event (TOE)”. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.
- ii. Every legal requirement for a transparent and secure, Public Online Tender Opening Event (TOE) has been implemented on ETS. As soon as a Bid is decrypted with the corresponding Pass-Phrase as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual Tender Opening Event is therefore replaced with this superior and convenient form of Public Online Tender Opening Event (TOE).
- iii. ETS has a unique facility of “Online Comparison Chart” which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.
- iv. ETS has a unique facility of a detailed report titled “Minutes of Online Tender Opening Event (TOE) covering all important activities of Online Tender Opening Event (TOE)”. This is available to all participating bidders for “Viewing/ Downloading”. There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.
- v. For further instructions, the vendor should visit the home -page of the e-Tender Portal (<https://www.tendewizard.com/BSNL>). 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) Minimum Requirements at Bidders” end to access and use e-Tender Portal: Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP), Broadband connectivity, Microsoft Internet Explorer 6.0 or above Digital Certificate(s)
- viii) Helpdesk for Vendors may contact the M/s ITI Limited Helpdesk personnel given in Clause-18(d) of section -IV for any type of assistance/help, which they may require while uploading the bids.

SECTION-V**FINANCIAL BID****RATE SHEET**

Sl No	Item Description For FTTH Connection	UNIT	Rate	
			In Figure	In Words
1	2 Way Fiber junction Box Flat Type	Per Unit		
2	4 Way Fiber junction Box Flat Type	Per Unit		
3	Square Joint Box	Per Unit		
4	1 :2 Splitter (50:50)	Per Unit		
5	1 :4 Splitter	Per Unit		
6	1 :8 Splitter	Per Unit		
7	SC-SC Single mode OFC pigtail 5 meter length	Per Unit		
8	2 Way Fiber junction Box Flat Type	Per Unit		

*** Warranty One Year.**

*** GST extra as applicable.**

Place : _____

Signature of the Tenderer _____

Date: _____

Name of the Tenderer _____

SECTION-VI
CHECK LIST / REQUIREMENTS

A. Documents required to be submitted through e-Tender Portal

Sl No.	Description	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
		Y	N	NA
1	Scanned copies of all the pages of tender document signed by the tenderer or Authorized Person on all pages along with seal.			
2	Self-Attested Photo copy of PAN Card and IT return for financial year 2017-18 pertaining to Assessment year 2018-19.			
3	Self-Attested Photo copy of Experience Certificate			
4	Self-Attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of Tender Document			
5	Self-Attested Photo copy of the computerized receipt (Online/RTGS/NEFT) or TDR/PBG or adjustment availed by the existing vendor of this SSA towards cost of EMD/Bid Security (In case of TDR/PBG Original copy should be submitted in drop Box).			
6	No near relative certificate duly filled in and signed, Annexure-D.			
7	Scanned copy of Letter of Authorization to Tender Opening Event (TOE) duly filled and signed. Annexure-G.			
8	Tenderer's profile duly filled in and signed. Annexure-I.			
9	Self-Attested Photo copy of Original "Power of Attorney" executed in required value of Judicial Stamp paper as per extant law in case person other than the tenderer has signed the tender documents (Original copy should be submitted in drop Box)			
10	Self-Attested Photo copy of "Partnership Deed" duly registered if applicable			
11	Self-Attested copy of Declaration of Non - tampering of relevant document required for tender duly filled and signed. Annexure-B.			
12	Self-Attested copy of Declaration for Downloading the tender Document duly filled in and signed vide Annexure-E.			
13	Self-Attested copy of Bid form duly filled in and signed. Annexure-K			
14	Self-Attested copy of Clause by clause compliance duly filled and signed. Annexure-C.			
15	Self-Attested copy of the Check list duly filled in			
16	Self-Attested copy of the Integrity Pack duly filled and signed, Annexure-H.			
17	Self-attested copy of Undertaking regarding genuineness of the documents/information submitted duly filled and signed, Annexure-L			
18	GST Registration Copy and Return copy of last month.			

B.

1	Whether all the <u>scanned documents</u> as required are uploaded in the E-Tender Portal?			
2	Whether Financial Bid for quoted in e-Tender Portal.			
3	Whether the corrections, if any, has been encircled and fresh entry mode and signed by the authorized signatory? (No over writing is permissible).			
4	Whether the offer is conditional?			
5	Whether the scanned copy of the computerized receipt of payment made through online/NEFT/RTGS/TDR/PBG or adjustment availed by the existing vendor of this SSA for cost of Bid Document/ EMD and Power of Attorney has been uploaded in the E-tender portal.			
6	Whether Check List/Requirements submitted?			
7	Whether Original TDR/PBG & Original "Power of Attorney" submitted in drop box (If applicable)			

SECTION-VII**FORMATS FOR DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES**

SL. No.	FORMAT NAME
1.	ANNEXURE-A: AGREEMENT (SAMPLE FORMAT)
2.	ANNEXURE-B: DECLARATION OF NON TAMPERING OF TENDER DOCUMENT
3.	ANNEXURE-C: DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE
4.	ANNEXURE-D: NO NEAR RELATIVES CERTIFICATE IN BSNL
5.	ANNEXURE-E: DECLARATION FOR DOWNLOADING THE TENDER DOCUMENT
6.	ANNEXURE-F: PERFORMANCE BANK GUARANTEE (BOND FORM)
7.	ANNEXURE-G: LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
8.	ANNEXURE-H: INTEGRITY PACT
9.	ANNEXURE-I: TENDERER'S PROFILE
10.	ANNEXURE-J: MANDATE FORM FOR TRANSFER OF PAYMENT THROUGH ELECTRONIC CLEARANCE / ELECTRONIC FUND TRANSFER
11.	ANNEXURE-K: BID FORM
12.	ANNEXURE-L: UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED

ANNEXURE-A
AGREEMENT (Sample Format)

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

Whereas the BSNL is desirous of getting executed certain work namely: Provision of Manpower for carrying out different activities in Bhubaneswar Telecom District related to External and Internal Plant maintenance works, including provision NTCs, Shifting, Broadband connections of local telephone networks of all local telephone exchanges including digging and refilling of local cable fault pits, day to day maintenance of Telephone Exchanges and SDO/DET Offices by required variable number of labourers on day-to-day basis to be engaged by the contractor on each working day as and when required on need basis during each calendar month under the jurisdiction of concerned site engineer of Bhubaneswar Telecom District individually & separately. Details of Scope, Specification and Job Description are as per the details given in Section-IV in the original tender document.

Vide Tender No..... dated

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

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

1. The tender notice, Terms and conditions, Tender schedule etc. as per tender document vide Tender No dated (along with its enclosures) annexed hereto and such other additional particular instructions drawing as may be found requisite to be given during execution of the work shall be deemed and taken to be integral part of the contract and also be deemed to be included in the expression " Contractual or contract documents" wherever herein used.
2. In consideration of the payment to be made to the Contractor for the works to be executed by him, the contractor hereby conveys the BSNL that the contractor shall in accordance with the tender document do provide the required labourers, execute and complete the said works and shall perform all other acts, deeds, comments and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms- conditions of the tender.
3. The party at second part called as " Contractor" also declares that none of his/her relatives i.e Wife, Husband, Parents, Grandparents, children and Grand Children, Brothers, Sisters, Uncles, Aunts and cousins and their corresponding in-laws is working as an officer or an official in BSNL in Odisha Telecom Circle.
4. In consideration of the due provisions, execution and completion of the said works, the BSNL hereby agrees with the Contractor that the BSNL will pay to the Contractor the respective amounts for the works done by the contractor such sum(s) as may become payable to the contractor under the provisions of the contract agreement.
5. The contract will be in force for one year with effect from to.....
6. That the contractor hereby undertakes to follow all necessary labour rules including minimum wages act, 1948 described in this tender document from Clause No- 66 to 79 of SECTION-III and issued by the Govt. from time to time.
7. The contractor hereby under takes that the labour deployed by him will ensure to maintain Industrial, harmony and discipline in the area of operation and also should maintain strict attendance and carryout the allotted works sincerely.
8. The contractor hereby under takes that a formal deployment letter to the labourer will be issued by him stating the points which the labour has to follow during the period of deployment after the signing the agreement.
9. Performance Security Deposit of Rs.....is furnished below:-
Performance Security Deposit for Rs..... is furnished through of Bank Guarantee/ TDR NO/DD No. Dt..... of (bank)and it is valid upto Dt.....
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:
Designation:

ANNEXURE-B

Declaration of Non tampering of tender document

I, Sri/Smt/M/s _____ (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website “<http://www.Odisha.bsnl.co.in>” or **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 _____

Seal of the bidder: _____

ANNEXURE-C

DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE

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

Place : _____

Date: _____

ANNEXURE-D

NO NEAR RELATIVES CERTIFICATE IN BSNL

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

DECLARATION

I/We _____ S/o _____
resident of _____ hereby certify
that none of my near relative(s) as defined in the tender document is/are employed any wherein
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: _____

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** or **www.tenderwizard.com/BSNL** and no addition/deletion/correction has been made in the entire tender document. In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation.

Date: _____ Signature of Tenderer _____

Place: _____

Name of Tenderer _____

(Along with date & Seal)

ANNEXURE-F

PERFORMANCE BANK GUARANTEE (BOND FORM)

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

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

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

4. We (name of the Bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till GMTD, BSNL, BHUBANESWAR 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 **THIRTY months (30 MONTHS)** from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

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

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

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

Dated _____

Place _____

Signature:

For

_____ (indicate the name of the Bank)

ANNEXURE-G

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

To

**The DGM (Rural & Admin)
O/o GM Telecom District Bhubaneswar,
Bhubaneswar-751022**

Sub: Authorization for attending bid opening on _____ (date) in the
Tender for labourers in Bhubaneswar Telecom District, Bhubaneswar.

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	Name	Specimen Signature
I		
II		

Alternate Representative

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

Note:

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

ANNEXURE-H
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 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 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 intentions.

For the Principal

For the Bidder/Contractor

Place.....

Witness 1

Place.....

Witness 2

ANNEXURE-ITENDERER'S PROFILE

Passport size
Photograph (To
be pasted) of
the Tenderer /
authorized
Signatory
holding

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

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

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

Place:

Signature of tenderer /authorized signatory

ANNEXURE-J

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

To
The General Manager Telecom District Bhubaneswar,
Bhubaneswar.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 (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.



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* :

--	--	--	--

 Country* :

--	--	--	--

Contact Details:

Telephone Number :

--

 Fax No. :

--

Email_id :

--

(Mandatory for E-Tendering)

Name of Contact Person :

--

 Mobile No. :

--	--	--	--

Alternate Contact Person :

--

 Mobile No. :

--	--	--	--

Tax information:

PAN :

--	--	--	--

GST Tax reg. no. :

--	--	--	--

LST (Local VAT reg.No.) :

--

 CST Reg. No. :

--

Tax Registration no. (for Foreign Vendors) :

--

Income Tax Exemption details:

IT exemption no. :

--

 IT exemption rate :

--

IT Exemption date :

--	--	--	--

IT exemption date from :

--	--	--	--

 IT exemption date to :

--	--	--	--

Excise Details:

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/Bank 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 (for Foreign Vendors) :

IBAN (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

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

Note:

- If PAN is not provided, TDS @20% will be deducted wherever applicable.
- If Excise Registration/Goods & Service Tax Registration Number is not provided, then the taxes will not be paid wherever applicable.
- If Bank Particulars are not provided, the payment will be made by Cheque only.
- If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company / Vendor Authorized 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)**

To

**The General Manager Telecom District, Bhubaneswar,
Door Sanchar Bhawan, Unit-IX,
Bhubaneswar - 751022.**

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 Nationalized/ Scheduled Bank for a sum not exceeding **5%** of the contract sum for the due performance of the Contract.
- 4) We agree to abide by this Bid for a period of **180** days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
- 5) Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 6) Bid submitted by us is properly verified and prepared so as to prevent any subsequent replacement. We understand that you are not bound to accept the lowest or any bid, you may receive.
- 7) We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the BSNL website www.tenderwizard.com/BSNL. Any deviation will result in the rejection of the bid.

a. Date (DD/MM/YYYY):_____

b. Signature of (Bidder or authorized signatory):_____

c. Name (Bidder or authorized signatory):_____

d. Duly authorized to sign the bid for and on behalf of bidder _____ (In case of authorization)

e. Witness

f. Address

ANNEXURE-L

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

I, Shri/Smt Son/Daughter of Shri do hereby undertake that all the documents / certificates submitted by me with this tender (tender for man power to carry out Data Entry & allied works in Bhubaneswar Telecom District) are true and are exact copies of the original documents/certificates are available with me.

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

Date:

Place:

Signature of the Bidder

End Of Bid Document Of Tender No-N-162/2019-20 Dated. 14th Oct 2019.