



**BHARAT SANCHAR NIGAM LIMITED**  
**(A Govt. of India Enterprises)**  
**Office of the Telecom District Manger,**  
**Telecom District Bhawanipatna- 766001**

**E-TENDER**  
**FOR**  
**REPAIRING OF SMPS POWER PLANTS MODULES**  
**IN**  
**BHAWANIPATNA TELECOM DISTRICT**

**Tender No. TDM BPT/SMPS(1)/W-153/2018-19/26      Dtd. 28.02.2019**

**Cost of Tender Document: - Rs.560/-**

**(This includes Tender document Cost Rs.500/- and GST @ 12% i.e. Rs.60/-)**

**Total number of pages: 46**

**CONTENTS OF TENDER DOCUMENT**

<b>Section No.</b>	<b>DESCRIPTION</b>	<b>Page No.</b>
CONTENTS	CONTENTS OF TENDER DOCUMENT	1
SECTION-I	NOTICE INVITING TENDER	2-4
SECTION-II	LIST OF ZONE ESTIMATED COST & EMD	5
SECTION-III	INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS OF TENDER	6-22
SECTION-IV	SPECIAL TERMS AND CONDITIONS	23-25
SECTION-V	FINANCIAL BID	26
SECTION-VI	CHECK LIST / REQUIREMENTS	27-28
SECTION-VII	FORMATS FOR DECLARATION & UNDERTAKING, AGREEMENT & CERTIFICATES (ANNEXUE-A to ANNEXURE-L)	29-46



**Bharat Sanchar Nigam limited**  
**O/o Telecom District Manager**  
**Bhawanipatna – 766001**

**NOTICE INVITING TENDER**

**E-Tender for Repairing of SMPS Power Plant Modules in Bhawanipatna 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	TDM BPT/SMPS(1)/W-153/2018-19/26 dated 28/02/2019
2	Tender item	Repairing of SMPS Power Plant Modules in Bhawanipatna Telecom District. Whole Telecom District is treated as one zone.
3	Tender Document can be downloaded from date	10/04/2019
4	Date of receipt of queries from bidders	Up to 13.00 Hrs of 20/04/2019
5	Reply of queries by BSNL	Before 18.00 Hrs of 23/04/2019
6	Last Date of Submission of Tender	01/05/2019 up to 17.00 Hrs
7	Date & Time of Opening of Tender (Technical Bid only)	02/05/2019 at 11:00 Hrs
8	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 as per the Section-I, Para 2(b)
9	Cost of Tender Form	The cost of Tender paper to be paid through online Banking/RTGS/NEFT as per the Section-I, Para 2(b).

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

2.

- a. The Tender document can be downloaded from the website: [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) & [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) and to be submitted in e-format. Cost of Tender Document and Earnest Money Deposit (EMD) has 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 INDIA, BHAWANIPATNA
Accounts Name	ACCOUNTS OFFICER(CASH), BSNL, O/o TDM, Bhawanipatna
Account Number	600201010050051
IFC Code	UBIN0560022
Address of the Bank	INFRONT OF DIC OFFICE, MAIN ROAD, BHAWANIPATNA
MICR Code	766026002
Mail Id :	<a href="mailto:tdmbpt15@rediffmail.com">tdmbpt15@rediffmail.com</a>
Contact No	9437564442

- c. 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.
  - d. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are made. It is the sole responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.
3.
  - a. Intending bidders are requested to register themselves with M/s. ITI Limited through the website [www.tenderwizard.com/BSNL](http://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.
  - 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.
  - 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](http://www.tenderwizard.com/BSNL)) as per Annexure – E of Section-VII.
  - d. In case of any correction/ addition/ alteration/omission is found in the tender document; the tender bid shall be treated as non-responsive and shall be rejected.
4.
  - a. The bidder should have experience of Rs.1,00,000 (Rupees One Lakh) Only or more in work of repair of SMPS Power Plants/modules in Govt. Dept. / MTNL / BSNL / DOT/PSU/ Licensed Telecom Service Provider(TSP)/Licensed Infrastructure Provider(IP) in the last three financial years (2016-17, 2017-18 and 2018-19 & up to date of 2019-20 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 duly countersigned by an officer not below the rank of DGM/TDM will also be considered.
  - b. The documents (as applicable) listed out in Section-VI should be uploaded in the E-Tender Portal.
5. BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, bidders or their authorized representatives can attend the Tender Opening Event at the chamber of AGM Planning O/o Telecom District Manager, BSNL, Bhawanipatna-766001 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. Telecom District Manager Bhawanipatna 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. In case of any discrepancy between the NIT & tender document, the content of NIT will prevail.

**Telecom District Manager  
Bhawanipatna 766001**

**SECTION-II****LIST OF ZONE, ESTIMATE COST AND EMD (@ Rs.2.5%)**

Zone	Zone under the jurisdiction of	Estimate cost (in lakhs)	EMD to be deposited (in Rs.)	Cost of Tender document (Rs.500/- + GST 12%) = Rs.560.00
01.	TDM, Bhawanipatna	3	7500/-	Rs.560/-

The volume of work will be as per actual requirement and demand which may vary subject to nature and volume of faults.

Sl.No.	Name of Item	<u>Zone – 01</u> <u>(Quantity)</u>
1.	25 Amps (1400 Watt) any make	17
2.	50 Amps (2800 watt) any make	16
3.	100 Amps (5600 watt), any make except ADOR	81

**Validity of Contract:** The contract shall be valid for One years from the date of signing of the Agreement.

**Estimate Cost of Tender:** The Estimate cost of Tender is (TENDER VALUE) – 3 Lakhs

- The TDM, Bhawanipatna reserves the right to increase the contract period from the agreed period for a maximum six months with same terms and conditions and 50% enhancement of tender cost. He also reserves the right to cancel the contract at any time without assigning any reason.
- In case the extension of contract period the concerned vendor has to submit a willingness to work in same terms and conditions of agreement.

## SECTION-III

### INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS OF TENDER

#### 1. TERMS:

- 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 Telecom District Manager BSNL, Bhawanipatna.
- b) "The Bidder" means the individual or firm who participates in this tender & submits its bid.
- 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.
- d) "The Contract Price" means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.
- 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 area of operation the contractor will perform the work of repair of SMPS Power Plants/modules as per actual requirement of concerned respective site Engineer (Zone in-charge).
- 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".
- g) "E-Tender Portal" means the website "www.tenderwizard.com/BSNL" of M/s ITI Limited who is providing e-Tendering solution to BSNL.
- h) "ETS" means the Electronic Tendering System through the e-Tender Portal.

#### 2. GENERAL CONDITIONS OF TENDER.

**Name of the Work:** Repair of SMPS Power Plants/modules in BSNL, Bhawanipatna under the jurisdiction of TDM, Bhawanipatna (For new construction and maintenance).

- a) Estimated cost of the tender is Rs.3 Lakhs.
- b) NIT No : **TDM BPT/SMPS(1)/W-153/2018-19/26 Dtd. 28/02/2019**

#### 3. ELIGIBILITY CRITERIA-

- a) The bidder should have experience of successfully executing the work of repair of SMPS Power Plants/modules in Govt. Dept. / MTNL / BSNL / DOT/PSU/ Licensed Telecom Service Provider(TSP)/Licensed Infrastructure Provider(IP) for a minimum amount of Rs 1,00,000/- (Rupees One Lakhs) in last three financial years (F/Year 2016-17, 2017-18 ,2018-19 & up to date of 2019-20 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 duly countersigned by an officer not below the rank of DGM/TDM will also be considered.
- b) The bidder should have valid PAN.
- c) The bidder should have valid EPF & ESI registration certificate(s) / the bidder should submit the self declaration that EPF/ESI registration(s) is not applicable to him/her when

there is engagement of less than 20 labourer in his/her establishment as per EPF/MP Act,1952.

- d)** The bidder should have valid GST number.
- e)** Bidder whose near relative(s) is/are employed in DOT/BSNL is not eligible to participate in the bid.

The near relative(s) means:

- a) Members of Hindu undivided family,
- b) They are husband and wife,
- c) The one is related to the other in the manner as father, mother, son(s) & son's wife (daughter-in-law), (Daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).

In case of proprietorship firm, certificate will be given by the proprietor, for partnership firm, certificate will be given by all the partners and in case of limited company by all the directors of the company. Any breach of these conditions by the company or firm or any other person, the bid / work will be cancelled and earnest money / security deposit will be forfeited at any stage whenever it is so noticed and BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

**4. VALIDITY OF BID:** The validity of bid period is 180 Days from the date of opening of the bids.

**5. SECURITY:**

**a) Material Security:**

- i)** The successful tenderer will have to deposit material security of Rs. 15,000/- (Rupees Fifteen thousand only) in the form of bank guarantee valid for 18 (Eighteen) months i.e. up-to and including six months after the period of contract from a Scheduled Bank and in the material security bond form provided in the bid document at Annexure-F. In case of extension of tender, the material security deposit will be extended accordingly.
- ii)** The contractor, at any point of time, will not be issued stores costing more than the material security. The proceeds of the material security shall be payable to BSNL as compensation for any loss resulting from the contractor's failure to handle properly the material issued to him under the contract.
- iii)** The material security shall be released within a fortnight from the date of payment of the final bill under the contract or the final settlement of the material account whichever is later.

**b) Performance Security:**

- i)** An amount of 10% of each running bill/final bill of the contractor will be deducted from the billed amount as performance Security Deposit (SD) in addition to the sum already deposited as material security deposit. The proceeds of the performance security shall be payable to BSNL as compensation for any loss resulting from the contractors failure to complete its obligation under the contract.



ii) The performance security deposit shall be refunded to the bidder after six months from the date of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document. The SD will be released after getting NOC from concerned SDE and countersigned by AGM.

iii) No interest shall be paid to the contractor on performance security.

6. The conditional and incomplete tenders are liable for rejection.
7. The Telecom District Manager BSNL, Bhawanipatna reserves the right to reject the tender without assigning any reason thereof.
8. All tools for the works shall be provided by the contractor.
9. Transportation of labour from one site to another and from one town to other will be the sole responsibility of the contractor.
10. The TDM, Bhawanipatna 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.
11. The near relative of employees of BSNL, Bhawanipatna 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 format is available at Annexure-D of Section -VII.
12. In case of any dispute arising out of the contract between the two contracting parties, the decision of the Telecom District Manager BSNL, Bhawanipatna shall be final and binding.
13. The TDM BSNL, Bhawanipatna reserves the rights to increase/decrease or delete the scope of work without assigning any reason.
14. The works against this tender will be executed under the overall control of the Telecom District Manager , Bhawanipatna.

**15. COST OF BIDDING**

The bidder shall bear all cost 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 13:00 hrs of 20/04/2019**. 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-VI**. If any one of the above items required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage.
- b) Documents in original should be submitted for verification as required by the Tendering Authority.
- c) The bidder will verify the genuineness and correctness of all documents and certificates including Experiences/performance certificates, submitted by the bidder or any other firm /associates before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.
- d) As per the requirement of the tender's condition, if any documents/paper/certificate submitted by the bidder is found to be false/fabricated/tampered /manipulated at any stage during bid evaluation or after award of contract, then the bid security (EMD/PBG) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would be taken for banning of business dealing with the defaulting firm. In case contract has already been awarded to the bidder, then PBG would be forfeited and the contract would be rescinded/ annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm. An undertaking to this effect should be submitted by the bidder as per format at **Annexure-L of Section-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.

<b>ITI / BSNL- Help Desk Contact</b>	Shri Sanjib Mahapatra, <b>09937488749,07377708585</b> , between 10:30 hrs to 17:00 hrs E-mail: <a href="mailto:twhelpdesk404@gmail.com">twhelpdesk404@gmail.com</a>
<b>BSNL Contact-1</b>	B. Majhi, AGM (NW-OP-CFA), O/o TDM, BSNL, Bhawanipatna Mob: 94379-61818, E-Mail : <a href="mailto:agmbpt2018@gmail.com">agmbpt2018@gmail.com</a> , LL 06670-232100
<b>BSNL Contact-2</b>	A.K. Sahu, SDE (Plg), O/o TDM, BSNL, Bhawanipatna Mob: 9437184515, E-Mail: <a href="mailto:sdeswplg@gmail.com">sdeswplg@gmail.com</a> , LL 06670-232199

**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**

- i) 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(b).
- ii) The successful bidder's bid security will be discharged upon the bidder's acceptance of the award of contract satisfactorily.
- iii) 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.
- iv) 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**

- i) If the successful bidder backs out to accept the tender and/or does not deposit the Performance Security Deposit / Material security deposit of Rs.15,000 (Rupees Fifteen Thousand) only. Or
- ii) The successful bidders do not come for execution of agreement after deposit of performance security deposit within the scheduled time;
- iii) 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 :**

**a) CONTENTS OF THE BID:**

The bid contains three parts –

- i) 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.
- ii) The Second part relates to uploading of scanned documents required for Technical Bid as per Section-VI in the appropriate place of the e-Tender Portal
- iii) 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

**b) SUBMISSION OF BIDS:**

- i) All the clauses of the bids must be complied with and price bids must be quoted online by the bidders before the locking/closing time of the bid that is 17:00 Hrs of 01/05/2019.
- ii) Scanned documents wherever necessary are to be uploaded in the appropriate places of the e-tender portal..
- iii) **The bidder shall submit a set of entire document signed in all pages, downloaded from e-Tender Portal against each individual bid offer for different zones on the date of the opening of the tender else before signing of the agreement.**
- iv) If any one of the document required to be submitted as referred to in Clause 31 Part A of this Section is found to be wanting, the concerned bid shall be rejected at the opening stage itself.
- v) 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 02/05/2019 at 11:00 Hrs. The bidder or one of his authorized representatives shall be permitted to attend the bid opening. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening as per Annexure - G in Section VII. The bidders can view the opening details after the Tendering Authority opened them.
- 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 **“The chamber of AGM Planning O/o Telecom District Manager, BSNL, Bhawanipatna-766001”**, where BSNL's Tender Opening Officers would be conducting through online e-Tender at 11:00 Hrs. on 02/05/2019. 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 of the bid.
- e) The Tendering authority may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

**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) One bidder has to quote for the whole zone. However, BSNL reserves the right to award the work to multiple bidders.

**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:**

- i) 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 bidder who quote the lowest rate (as mentioned in financial bid) will be accepted
- c) 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.



- d) 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 Bhawanipatna Telecom District
- e) The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder
- f) The BSNL reserves the right to award the work up to maximum 02 bidders. The work allotment among the bidders are as under

**In case of 01 bidder - L-1 get 100%**

**In case of 02 bidder - L-1 get 60% and L-2 will get 40%**

Allotment of work to L-2 bidders will be on the basis of their acceptance of to accept L-1 bidders' rate only

The assessment of TDM Bhawanipatna in this regard shall be Final and binding.

- g) However if both the contractor is not doing the work after issuing work order by the concerned SDOP/SDOT/SDE(G/E) then TDM reserves the right to award the work to the willing contractor of L-3 with submission of I PBG.
- h) Normally the amount of SD will remain unaltered in all cases mentioned above.

### **32. SIGNING OF CONTRACT AGREEMENT:**

The successful bidder 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 material security deposit in this office. In the event of failure of the bidder 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 DD or Bank Guarantee as the case may be, shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

### **33. 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 TDM, Bhawanipatna shall be final and binding on all concerned

### **34. 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 TDM, Bhawanipatna reserves the right to vary the quantum of work against each respective zone as per actual requirement in the field from time to time.

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

**36. Termination of Contract by BSNL**

- a) The TDM, Bhawanipatna 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 TDM, Bhawanipatna 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) In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work/operations concerned to the respective site-engineer or as directed by BSNL authority.
- h) BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

**37. Penalty Clause:**

- 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 AGM, that, he is allowed to proceed further with the work.



- c) Penalty for delay in completion of 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

**38. PERIOD OF VALIDITY OF BIDS**

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

**39. 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

**40. 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.

**41. Arbitration:**

- a) In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of TDM Bhawanipatna 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 TDM, Bhawanipatna 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 TDM, Bhawanipatna of BSNL, Odisha shall appoint another person to act as Arbitrator in the

place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Contractor will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment there of or any rules made thereof.

- b) The venue of Arbitration proceeding shall be Office of TDM, Bhawanipatna, Door Sanchar Bhawan, Bhawanipatna 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.

**42. 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 said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

**43. REJECTION OF BID**

The bid will be rejected in case of:-

- a) Non-submission of required documents as per Section VI.
- b) Bid quoted with conditional rates.
- c) Non-submission of bid security.
- d) Late submission of bid.
- e) Non-acceptance of correction of price As per Clause 36 ( c ).

**44. DEBARRING CONDITIONS**

- a) Sub-contracting of the job will debar and disqualify a successful bidder.
- b) BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.

- c) BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

**45. E-TENDERING INSTRUCTIONS TO BIDDERS**

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

**a) General:**

- i) Submission of Bids only through online process is mandatory for this Tender for conducting electronic tendering the Tendering Authority is using the e-Tender Portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI Limited, a Government of India Undertaking.
- 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).
  1. It is advised that all the documents to be submitted (Section VI) 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.
  2. 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:**

- i) Procure a Digital Signature Certificate (DSC)
- ii) Register for Electronic Tendering System (ETS) in e-Tender Portal
- iii) Create Users and assign roles on ETS
- iv) View Notice Inviting Tender (NIT) on ETS
- v) Download Official Copy of Tender Documents from ETS
- vi) Clarification to Tender Documents on ETS – Query to BSNL (Optional)
- vii) View response to queries posted by BSNL, through addenda.
- viii) Bid-Submission on ETS
- ix) Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Technical-Part
- x) Post-TOE Clarification on ETS (Optional)
- xi) Respond to BSNL's Post-TOE queries
- xii) 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

<b>ITI / BSNL- Help Desk Contact</b>	Shri Sanjib Mahapatra, <b>09937488749,07377708585</b> , between 10:30 hrs to 17:00 hrs E-mail: <a href="mailto:twhelpdesk404@gmail.com">twhelpdesk404@gmail.com</a>
<b>BSNL Contact-1</b>	B. Majhi, AGM (NW-OP-CFA), O/o TDM, BSNL, Bhawanipatna Mob: 94379-61818, E-Mail : <a href="mailto:agmbpt2018@gmail.com">agmbpt2018@gmail.com</a> , LL 06670-232100
<b>BSNL Contact-2</b>	A.K. Sahu, SDE (Plg), O/o TDM, BSNL, Bhawanipatna Mob: 9437184515, E-Mail: <a href="mailto:sdeswplg@gmail.com">sdeswplg@gmail.com</a> , LL 06670-232199

**46. 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](http://www.odisha.bsnl.co.in) and [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) up to 18:00 Hrs of 23/04/2019 which will be treated as final. The amendments if any will not be published in the Newspaper. It is the responsibility of the bidders to visit e-Tender Portal and keep themselves updated regarding amendments/ correction/modification etc.

**47. OTHER INSTRUCTIONS, IF ANY**

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

SI No.	Description
1	Scanned copies of all pages of tender document signed by the Bidder or Authorized Person on all pages along with seal
2	Self-Attested Photo copy of PAN Card and IT return for Financial Year 2016-17/ pertaining to Assessment year 2017-18
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) towards cost of EMD/Bid Security
6	Self-Attested Photo Copy of valid EPF registration certificate OR Declaration (As per Section-III Eligibility Criteria Sl. No.(iii))
7	Self-Attested Photo copy of valid ESI Registration Certificate. OR Declaration (As per Section-III Eligibility Criteria Sl. No.(iii))
8	Self-Attested Photo copy of valid Labour license issued by Central Labour Commissioner OR Declaration to the effect that the same is not applicable to him/her.
9	Self-Attested Photo copy of valid GST Registration Number.
10	No near relative certificate duly filled in and signed, Annexure-D.
11	Scanned copy of Letter of Authorization to Tender Opening Event (TOE) duly filled and signed. Annexure-G.
12	Bidder's profile duly filled in and signed. Annexure-I.
13	Self-Attested Photo copy of Original "Power of Attorney" in case person other than the Bidder has signed the tender documents
14	Self-Attested Photo copy of "Partnership Deed" duly registered if applicable
15	Self-Attested copy of Declaration of Non - tampering of relevant document required for tender duly filled and signed. Annexure-B.
16	Self-Attested copy of Declaration for Downloading the tender Document duly filled in and signed vide Annexure-E.
17	Self-Attested copy of Bid form duly filled in and signed. Annexure-K
18	Self-Attested copy of Clause by clause compliance duly filled and signed. Annexure-C.
19	Self-Attested copy of the Check list duly filled in
20	Self-Attested copy of the Integrity Pact duly filled and signed, Annexure-H.
21	Self-attested copy of Undertaking regarding genuineness of the documents/information submitted duly filled and signed, Annexure-L.

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 Encrypted 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 (Minimum Dual Core, 2 GB RAM, Windows 8 pro or above).
  - Broadband connectivity.
  - Microsoft Internet Explorer 9.0 or above
  - Digital Certificate(s)
  - Anti-virus software should be enabled and updated regularly.
- viii) Helpdesk for Vendors
- Vendors may contact the M/s ITI Limited Helpdesk personnel given in Clause-24(d) of section -V. for any type of assistance/help, which they may require while uploading the bids.

**SECTION-IV**

**SPECIAL TERMS & CONDITIONS**

1. All types/makes of Modules 25A/50A/100A of SMPS Power Plants shall be covered under the contract for repairs.
2. Only faulty serviceable modules will be offered for repairs
3. Qualified bidder will not declare more than 3 % modules as RNP (Repairing Not Possible), out of the modules taken over for repairs, otherwise Penalty @ double the repairing cost of module declared as irreparable, beyond permissible limit of 3%, will be recovered from contractor's bill/security or Contractor shall replace the module free of Cost.
4. The modules shall be repaired by the contractor either at BSNL premises or at its' own Repair Center. Entries shall be made in the Log Book maintained with the Nodal officer.
5. Modules will be repaired within 3 days from the date of offering of modules for repairs.
6. Liquidated damage charges @1% of value of the delayed work per day subject to maximum of 12% of the total contract value against any specific work order shall be recovered from the bills of the bidder for delay in repairs beyond the period specified as per clause-5 above.
7. The faulty modules will be received/repaired by the approved bidder from the concerned Exchange in-charge.
8. The concerned SDEs will maintain a register/history sheet showing module no., date of fault, date of repair, date of warranty etc. Necessary certificate will be given while forwarding the bills to Nodal officer.
9. Contractor shall give minimum guarantee of three months for the repaired modules from the date of repair. The approved bidder will affix guarantee slip with Sl. No. , Lot No. and date of repair on each repaired Module with his signatures. He shall carry out free repairs, if any, within the guarantee period.
10. After repairs, the bidder shall handover the repaired modules to the Nodal officer. The In charge of Power Plant shall further make necessary entries in the stock registers for the repaired SMPS Modules received from the bidder, test the same and give certificate
11. The bidder will be responsible for any loss/damage caused to the modules during the period of his custody and cost of loss/damage will be recovered from the contractor's bills. Decision of TDM, Bhawanipatna shall be final and acceptable to the contractor
12. The rates quoted should be inclusive of all taxes, cost of spare parts, labour, transport charges etc. No extra payment will be made except GST, which will be paid extra at the prevalent rates.
13. The bidder shall deploy trained staffs fully conversant with the repairs of modules of 25A /50A/100A of SMPS PP. Frequent change of service personnel shall be avoided.



14. No transportation, packing, handling charges etc. shall be given to the approved bidder separately.
15. **Payment of Bill:**
  - (i) BSNL is now working on ERP Platform. Hence centralized payment will be made observing all formalities subject to submission of bills complete in all respect of repaired modules of 25A/50A/100A of SMPS type P/P duly checked & accepted by the AGM /SDEs concerned. The bill should be accompanied by the proof of submission of GST of previous month bill.
  - (ii) All payments are subject to production of proper bills in duplicate (duly verified by SDE & AGM concerned) by the approved bidder after observing usual BSNL procedure. Payment will be made by AO (Cash), O/o TDM, Bhawanipatna by online transfer only in the name of the approved bidder.
  - (iii) The BSNL reserves the right to get the faulty modules of 25A/50A/100A of SMPS PP repaired by its own maintenance staff and bidder shall have no objection to such repairs and shall not place any claim with the BSNL on this account
16. If the approved bidder refuses to accept the work order for execution of any specified work, the department reserves the right to get the work done by other agencies even with the higher rate and difference of the cost will be deducted from the approved bidder pending bill/security deposit
17. ***The approved bidder or his labour or staffs will not claim any appointment temporary or permanent in BSNL whatsoever. The bidder must comply & abide by all the labour laws, statutory laws and provisions as applicable from time to time.***
18. The TDM, Bhawanipatna reserves the right to suspend any schedule item/items temporarily or permanently.
19. TDM, Bhawanipatna shall have powers to make any alterations, modifications, additions to or any substitution for the original specification and instructions that may appear to him be necessary during the progress of work and the bidder shall carry out the work in accordance with any instructions which may be given to him in writing signed by the TDM, Bhawanipatna or any subordinate officer and such alternation, modifications, addition or substitution, shall not invalidate the contract. Any altered, additional or substituted work, which the bidder may be directed to do in the manner specified above as part of the work, shall be carried out by him on the same condition in all respect in which he agreed to do the main work.
20. TDM, Bhawanipatna also reserves the right to divert any bidder anywhere throughout the unit where found necessary at existing approved rates.
21. The offer when accepted will constitute a binding contract upon the bidder to supply the goods/services on demand or within the period prescribed by this office or its subordinate units in the written orders placed in this regard.

22. No extra charges such as Octroi and Transportation etc will be paid to the bidder by BSNL
23. The material/spare parts to be replaced should be of as per the specification already working in the power plant. The material of any other specification will not be accepted
24. The material/spare parts that are found to be of inferior quality or not being according to the Specifications will be rejected at the cost of supplier.
25. All the items/spares purchased for replacement will be shown to Nodal officer/site in-charge before carrying out the work
26. Components damaged by the bidder or his worker due to negligence or mishandling or due to unskilled working will have to be replaced by the bidder free of cost.
27. The accepted rates will be operative for two years from the date of agreement. The TDM, Bhawanipatna may extend or reduce the period if necessary as per administrative convenience.
28. The jurisdiction of the civil court shall be at the Head Quarter of the TDM, Bhawanipatna.
29. TDM, Bhawanipatna reserves the right to carry out the work in part or in full departmentally or through any other contractor. TDM, Bhawanipatna also reserves the right to appoint one or more contractors for this job

30. **JOB DESCRIPTION**

The bidder should familiarize himself fully with the job before quoting the rates.

- (i) The material used by the bidder should be of standard make as per latest specification. The components found to be of inferior quality and not being according to the specification will be rejected at the cost of bidder.
- (ii) The bidder shall repair all types of Modules at their premises/repair center as per mutual convenience. The modules are to be collected and delivered back after repair, to the concerned power plant in charge at bidder's own cost.
- (iii) All the works are to be carried out as per company specification and to entire satisfaction of AGM/SDE in-charge of the unit
- (iv) The bidder shall have to arrange all tools etc. required during maintenance/service. No such material shall be supplied by BSNL
- (v) No skilled/Unskilled staff shall be provided to the bidder for carrying maintenance / servicing.

**SECTION - V**

The rates must be quoted excluding GST which is to be claimed extra.

**FINANCIAL BID**

Sl. No.	Name of Item	Zone – I	
		Quantity	Rate quoted per Module without GST
1.	25 Amps (1400 watt) Any make	17	
2.	50 Amps (2800 watt) Any make	16	
3.	100 Amps (5600 watt) Any make except ADOR	81	

Evaluation methodology:  $(\text{Quantity} * \text{Rate}) / \text{Total Quantity}$

\*\*Note: GST shall be paid extra as applicable.

If more than one bidders quoted same rate( or reach at same price as per above evaluation methodology) then the bidder among them with higher experience in terms of works executed in Rupees during the period mentioned for issue of experience certificate will be considered as L-1 among them and others will be given weightage accordingly as per their experience without affecting the ranking of other bidders who quoted differently.

The rates to be quoted in the excel format provided in price bid of tender portal only. Not to be filled in hard copy of section V of tender document.

**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 pages of Tender document signed by the bidder or Authorized Person on all pages along with seal			
2	Self-Attested Photo copy of PAN Card and IT return for financial year 2016-17/ Assessment year 2017-18			
3	Self-Attested Photo copy of Experience Certificate			
4	Self Attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of Tender Paper			
5	Self attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of EMD/Bid Security			
6	Self-Attested Photo Copy of valid EPF registration Certificate. OR Declaration (As per Section-III Eligibility Criteria Sl. No.(iii)			
7	Self-Attested Photo copy of valid ESI Registration Certificate. OR Declaration (As per Section-III Eligibility Criteria Sl. No.(iii)			
8	Self-Attested Photo copy of valid Labour license issued by Central Labour Commissioner OR Declaration to the effect that the same is not applicable to him/her.			
9	Self-Attested Photo copy of valid GST Registration Number.			
10	No near relative certificate duly filled in and signed Annexure-D			
11	Scanned copy of Letter of Authorization to Tender Opening Event (TOE) duly filled in and signed. Annexure-G			
12	Bidder's profile duly filled in and signed. Annexure-I			
13	Self-Attested Photo copy of Original "Power of Attorney" in case person other than the bidder has signed the tender documents			
14	Self-Attested Photo copy of "Partnership Deed" duly registered, if applicable			
15	Self-Attested copy of Declaration of Non - tampering of relevant document required for tender duly filled and signed. Annexure-B			
16	Self-Attested copy of Declaration for Downloading the tender Document duly filled in and signed vide Annexure-E.			
17	Self-Attested copy of Bid form duly filled and signed. <b>Annexure-K</b>			
18	Self-Attested copy of Clause by clause compliance duly filled in and signed. Annexure-C			
19	Self-Attested copy of the Check list duly filled in			
20	Self-Attested copy of the Integrity Pact duly filled in and signed. Annexure-H			
21	Self attested copy of Undertaking regarding genuineness of the documents/information submitted duly filled in and signed. Annexure-L			

B. CHECK LIST

SI No.	Description	Remarks (Yes (Y), No (N), Not Applicable (NA) (√ Tick whichever is applicable)		
		Y	N	NA
1	Whether all the <i>scanned documents</i> as required are uploaded in the E-Tender Portal?			
2	Whether Financial Bid for the required zone 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? ( <i>All conditional offers will be rejected.</i> )			
5	Whether the scanned copy of the computerized receipt of payment made through online/NEFT/RTGS for cost of Bid Document/ EMD and Power of Attorney has been uploaded in the E-tender portal.			
6	Whether Check List/Requirements submitted?			

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

<b>SL. NO</b>	<b>ANNEXURE</b>	<b>FORMAT NAME</b>
01	ANNEXURE-A	AGREEMENT (SAMPLE FORMAT)
02	ANNEXURE-B	DECLARATION OF NON TAMPERING OF TENDER DOCUMENT
03	ANNEXURE-C	DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE
04	ANNEXURE-D	NO NEAR RELATIVES CERTIFICATE IN BSNL
05	ANNEXURE-E	DECLARATION FOR DOWNLOADING THE TENDER DOCUMENT.
06	ANNEXURE-F	PERFORMANCE BANK GUARANTEE (BOND FORM)
07	ANNEXURE-G	LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
08	ANNEXURE-H	INTEGRITY PACT
09	ANNEXURE-I	BIDDER'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)**

**AGREEMENT FOR REPAIRING OF SMPS POWER PLANT MODULES IN BHAWANIPATNA TELECOM DISTRICT**

An agreement is entered in between Sri \_\_\_\_\_ as one part and the Telecom District Manager, Bhawanipatna \_\_\_\_\_ second part on behalf the BSNL on this \_\_\_\_\_ day of 2019 for repairing of faulty SMPS Power Plant Modules in the jurisdiction of TDM, Bhawanipatna.

Whereas in response to the tender notice no \_\_\_\_\_ dtd \_\_\_\_\_ issued by the TDM, Bhawanipatna Sri \_\_\_\_\_ has been declared successful for repairing of faulty SMPS Power plant Modules in Bhawanipatna Telecom District.

Sri \_\_\_\_\_ hereby undertakes to carry out the repairing of faulty SMPS Power plant Modules in the zone no \_\_\_\_\_ for a period of One year (w.e.f: \_\_\_\_\_ ) starting from the date of execution of the agreement of the rate as per the tender final list in his favour according to the terms and conditions laid down in the tender document.

Sri \_\_\_\_\_ also undertakes to carry out the work throughout the year at the same approved rate and according to the laid down standards of BSNL and up to the satisfaction of TDM, Bhawanipatna.

Sri \_\_\_\_\_ further undertakes to fully abide by the terms and conditions as stipulated in the tender notice no \_\_\_\_\_ dt. \_\_\_\_\_ referred to above and shall make good any loss caused to the telecom district or any other Govt. department or private body or to the public.

Material Security Deposit for Rs. .... - is furnished through of Bank Guarantee/ No. .... Date ..... from Name of the Bank ..... and it is valid up to Dt. ....

**Signature of contractor**

**Telecom District Manager  
BSNL, Bhawanipatna**

Name

Address

Witness 2

Name

Address

Name

Address

Witness 2

Name

Address

**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:** \_\_\_\_\_

**Signature of bidder/Authorized Signatory**

**Name** \_\_\_\_\_

**Seal of the bidder:** \_\_\_\_\_

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 : \_\_\_\_\_

(Capacity in which signing)

Place:

Date:

Read, understood, complied & agreed  
Signature & seal of bidder with Date

**ANNEXURE-E**

**Declaration for Downloading the tender Document.**

I \_\_\_\_\_  
(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website **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.

**Place:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature of bidder/Authorized Signatory**

**Name** \_\_\_\_\_

**Along with date & Seal of the bidder**

ANNEXURE-FPERFORMANCE 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 TDM, BSNL, BHAWANIPATNA 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 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.

**Place:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**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 Telecom District Manager  
Bhawanipatna - 766001.****Sub:-** Authorization for attending bid opening on \_\_\_\_\_ (date) in the Tender for repairing of faulty SMPS Power Plant Modules in Bhawanipatna Telecom District, Bhawanipatna.

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

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

Alternate Representative \_\_\_\_\_

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

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

**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's employees involved in the tender process or the execution of the contract or to any third person any material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, subsidiary contracts, submission, or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India, further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make agents, brokers or any other intermediaries in connection with the award of the contract
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outline above or be an accessory to such offences.

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

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

**Section 4-Compensation for Damages**

- I. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled 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: .....

Date.....

Witness 2: .....

Read, understood, complied & agreed  
Signature & seal of bidder with Date

**ANNEXURE-I**  
**TENDERER'S PROFILE**

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

Sl. No.	Item	Details
1	Name of the individual bidder	
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	Permanent Address of the bidder Local Address of the bidder in Bhawanipatna SSA	
4	a. Tel. Nos. with STD code  b. email id	Office: Fax: Residence: Mobile No:
5	Registration & incorporation particulars of the bidder (if other than individual): <b>i) Proprietorship ii) Partnership</b> <b>iii) Private Limited iv) Public Limited</b> (Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)	
6	Name(s) of the Individual/ Proprietor/ Partners / Directors *	
7	Bidder'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 three years – 2016-17, 2017-18 & 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	EPF Registration Number: ESI Registration Number: Labour Registration Number GST Number	

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

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

Place:

Signature of bidder /authorized signatory

Date:

Name & Seal of the bidder

Read, understood, complied & agreed  
Signature & seal of bidder with Date

43/46  
Page

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

To  
The Telecom District Manager, Bhawanipatna,  
Bhawanipatna.766001

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.

Sl 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.

ANNEXURE-K

BID FORM

(To be attached with Section-VII A)

To  
Telecom District Manager, Bhawanipatna,  
Door Sanchar Bhawan,  
Bhawanipatna - 766001.

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 Rs 50,000/- 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](http://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 repairing of SMPS Power Plant Modules in Bhawanipatna Telecom District) are true and are exact copies of the original documents/certificates are available with me.

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

Place:

Signature of bidder /Authorized signatory