



**E-TENDER DOCUMENT FOR  
TRANSPORTATION OF TELECOM STORES  
OF CUTTACK SSA**

No. PLG/Transportation/2017-18/24

dt 04.10.2018 at Cuttack

**BHARAT SANCHAR NIGAM LIMITED**  
(A GOVT. OF INDIA ENTERPRISE)  
OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT,  
C U T T A C K – 7 5 3 0 1 2

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

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

**Total number of Pages: -34**

Signature of the bidder

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**SECTION-1**  
**BHARAT SANCHAR NIGAM LIMITED**

(A Govt. of India Enterprise)

O/O THE GENERAL MANAGER TELECOM DISTRICT, CUTTACK-753012

**No. PLG/Transportation/2017-18/**

**Dated at CK the 04.10.2018**

**NOTICE INVITING TENDER**

1. E-tender is invited by GMTD, BSNL, Cuttack on two bid system from Individuals/Companies/Firms registered in India fulfilling the eligibility conditions, as per tender document for Transportation of Telecom Stores inside the state & outside the state (occasional) as per tender condition.

Sl No	Item	Particulars
1	Tender Notice No & date	PLG/Transportation/2017-18/24 dtd. 04.10.2018
2	Tender item	Transportation of Telecom Stores inside the state & outside the state (occasional) as per tender condition
3	Validity period of contract	<b>One year from the date of agreement</b>
4	Estimated cost of the tender	<b>Rs. 6 Lakhs</b>
5	Tender Document can be downloaded from date	<u>06.10.2018</u>
6	Date of receipt of queries from bidders	<b>Up to 17.00 Hrs of 16.10.2018</b>
7	Reply of queries by BSNL	<b>Before 17.00 Hrs of 22.10.2018</b>
8	Last Date of Submission of Tender	<b>Up to 17.00 Hrs of 29.10.2018</b>
9	Date & Time of Opening of Tender (Technical Bid only)	<u>30.10.2018 at 11:00 Hrs</u>
10	Amount of Bid Security (EMD)	<b>Rs. 12,000.00 (Rupees twelve thousand only)</b> i.e The cost of EMD should be paid in the form of Demand Draft drawn from any Nationalized/Scheduled Bank in favour of AO (Cash) O/o GMTD BSNL Cuttack or through online Banking/RTGS/NEFT as per the Section-I, Para 2(b) or in form of FDR pledged in favour of AO (Cash), O/o GMTD, BSNL Cuttack
11	Cost of Tender Form	<b>Rs. 590/- (Rupees five hundred ninety only)</b> Non- Refundable. The payment will be accepted in form of crossed DD drawn on any nationalised / scheduled bank in favour of A.O. (Cash), BSNL, O/o GMTD, Cuttack & payable at Cuttack or E-payment as per instruction of clause 2(a) of Section-1(A)

**Note:- 1** Exemption in Cost of Tender Document and EMD under MSME is permitted, if the registration is valid for tendered item with other eligibility condition as per MSME provision.

**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.

2(a) The Tender document can be downloaded from the website: [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) or [www.tenderwizard.com/](http://www.tenderwizard.com/) [BSNL](http://www.bsnl.co.in) or <https://eprocure.gov.in/eppp> (NIT only) and to be submitted in e-format of [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL). Cost of Tender Document and Earnest Money Deposit (EMD) shall have to be submitted in form of DD or FDR of Banks to AGM (NW-PLG-CFA), Cuttack, O/o GMTD, Cuttack, 1<sup>st</sup> Floor, Room No. 208, Door Sanchar Bhawan, Link Road, Cuttack-12 (in person to drop in the tender box or through regd/speed post) before the scheduled date and time of submission of the tender, otherwise the same will not be considered or through online Banking/RTGS/NEFT before scheduled date and time as per the following details.

Name of the Bank, Branch & address	Union Bank of India, Madhupatna, Link Road Cuttack
Accounts Name	A.O. (Cash), BSNL, O/o GMTD Cuttack
Account Number	(SB/CA) 514201010032115
IFSC Code	UBIN0551422
MICR Code	756026004
Mail Id :	<a href="mailto:ssb1351@gmail.com">ssb1351@gmail.com</a>

Signature of the bidder

Contact No	0671-2304440, 9437082288
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- The scanned copies DDs /FDR E-Payment receipt towards EMD/BID security, Cost of bid document have to be uploaded in the e-Tender Portal of tenderwizard. The EMD can also be submitted in the form of FDR pledged to AO (Cash), BSNL, O/o GMTD, Cuttack
- 2(b) Amendments, if any, to the tender document will be notified in the above website as and when such amendments are made. It is the sole responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.
  - 3(a) 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.
  - 3(b) BSNL has decided to use the process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.
  - 3(c) Bidders may note that the tender document can be downloaded from the website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) or following the “Tenders” link of the website [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) or <https://eprocure.gov.in/cppp> (NIT only)
  - 3(d) The bidders shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on Website ([www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)) as per Annexure –B of Section VI.
  - 3(e) In case of any correction/ addition/ alteration/omission is found in the tender document; the tender bid shall be treated as non-responsive and shall be rejected.
  - 4 **Experience:-** The Bidders should have executed transportation works of telecom stores such as U/G cables, OFC, L&W, PLB pipes, Power plant, Battery sets, Telecom Switching equipments etc of Central Govt Deptts./BSNL/MTNL/Central PSU and their total turn over during 2015-16, 2016-17 & 2017-18 and current year taken together should not be less than 2.1 lakhs. The certificate to this effect should have been issued by a DGM level officer or equivalent.
  - 5 a). **Elegibility criteria:-** The bidder should have the following eligibility.
    - a) Registered firm/company/individual, b) Experience as per clause 4, c) Valid PAN & upto date return, d) Valid GSTIN Registration Certificate and latest return of GSTIN & Upto date payment challan
  - 5(b) However, the documents as listed out in **Section V** should be uploaded in the E-Tender Portal. In case any of the above document is wanting, the bid is liable to be rejected.
  - 6 BSNL has adopted e-tendering process which offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. BSNL’s Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, bidders or their authorized representatives can attend the Tender Opening Event at the **Room No. 208, 1<sup>st</sup> Floor Doorsanchar Bhawan, Link Road, Cuttack-753012** where BSNL’s Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).
  - 7 Incomplete, ambiguous, Conditional tender bids are liable to be rejected.
  - 8 General Manager Telecom District Cuttack reserves the right to accept or reject any or all tender bids without assigning any reason and is not bound to accept the lowest tender.
  - 9 All documents submitted in the bid offer should be preferably in English. In case the certificate viz., experience, registration etc., is issued in any language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator in addition to the relevant certificate. All computer generated documents should be duly attested/signed by the issuing organization.
  - 10 All statutory taxes as applicable shall be deducted at source before payment.
  11. Each bidder must have to create customer ID in marketing section (in case of new bidder) and submit to receive document fee and EMD as per GSTIN requirement in ERP.

**DGM (NW-OP-CFA) Rural  
on behalf of GMTD, BSNL Cuttack**

Signature of the bidder

**SECTION- II**  
**SPECIFICATION & SCOPE OF WORK**

1. The contractor has to transport the Telecom Stores of BSNL from RTSD, Satya Nagar Bhubaneswar to Cuttack Divisional store at OMP with loading and unloading as per the work order receipt from SDE (Store) Cuttack.
2. He has also to transport telecom stores from Divisional store at OMP, Cuttack to sub-divisional stores in the SSA as and when required (with loading & unloading).
3. He has to transport telecom was locally from Divisional Store locally to any place in Cuttack city within an actual radial distance of 20 KMs.
4. He has also to transport telecom stores from one place to other inside the Odisha Circle with loading & unloading.
4. He is fully responsible for secure and safety transportation of telecom stores during full period of transportation.
5. The transportation will be in 6 (six) types, considering the size of vehicle
6. Loading and unloading charges are included in transportation only. In case, a vehicle transporting stores from Divisional Stores to more than one destination, the transportation charges will be paid upto the longest destination.

**SCHEDULE OF APPROXIMATE DISTANCE BETWEEN PLACES WHERE STORES ARE TO BE TRANSPORTED OFTEN**

<b>From</b>	<b>To</b>	<b>Apprx. Distance</b>
CUTTACK	Jajpur Road SDOT/SDE(P) Store	84 km.
	Jajpur Town SDOT/SDE(P) Store	90 km.
	Paradeep SDOT/SDE(P) Store	90 km.
	Pattamundai SDOT Store	90 km.
	Jagatsinghpur SDOT/SDE(P) Store	45 km.
	Kendrapara SDOT Store	65 km.
	Athagrh SDOT Store	50 km.
	Salepur SDOT Store	30 km.
	Banki SDOT Store	50 km.
	Tirtol SDOT Store	50 km.
	Dhanmandal SDOT Store	40 km.
	Bhubaneswar RTSD, Satyanagar	29 km.

**In some special cases transportation from outside state to store at Cuttack/BBSR (occasional)**

Sometimes, it may require transportation telecom stores from any place in India to GMTD, BSNL Cuttack store or RTSD, Satya Nagar, Bhubaneswar Store. This requirement may be 4 to 5 time in a year.

Signature of the bidder

**SECTION-III**  
**INSTRUCTIONS TO BIDDERS & CONDITIONS OF TENDER**

**1. TERMS:**

- “BSNL” or "The Nigam" or “The Tendering Authority” means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) acting on behalf of the President of India and represented by the General Manager Telecom District, Cuttack.
- "The Bidder" means the individual or firm who participates in this tender & submits its bid.
- "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.
- "The Contract Price" means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.
- “Site Engineer” means the concerned Sub-Divisional Officer (Phones) or Sub-Divisional Officer (Telegraphs).
- “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”.
- “E-Tender Portal” means the website “www.tenderwizard.com/BSNL” of M/s ITI Limited who is providing e-Tendering solution to BSNL.
- “ETS” means the Electronic Tendering System through the e-Tender Portal.
- “Customer ID” means: - An ID to be created by each bidder at marketing section to enable to BSNL for receiving of tender document fee & EMD.

**2. SERVICES TO BE PROVIDED**

The scope, specification of work has been mentioned in section-II of this tender document. The work will be carried out accordingly as per work order issued from time to time. The contractor shall organize the work in such a way so as to deliver meaningful output of requisite quality within shortest possible time. The work orders shall be issued by SDE Stores, Cuttack. If due to any reason partial work order is to be issued then the same shall be issued with the approval of GMTD, Cuttack.

**3. ELIGIBLE BIDDERS**

As per clause-5 of Details NIT, Section-1

(The individual/firm/company black listed by BSNL can not participate in the tender)

**4. COST OF BIDDING**

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

**5. BID DOCUMENT**

Bid document includes the following Sections:

Sl.no	Description	SECTION NO.
1	Notice Inviting Tender	I
2	Specification & Scope of work	II
3	Instructions to bidders & conditions of tender	III
4	Financial bid	IV
5	Check list	V
6	List of all type of formats	VI

**6. CLARIFICATION ON BID DOCUMENTS**

**6(a).** A prospective bidder, requiring any clarification of the Bid Documents shall notify the Tendering authority in writing or FAX or at the Tendering authority’s mailing address

Signature of the bidder

indicated in the NIT. The Tendering authority shall respond in writing to any request for clarification of the Bid Documents, which it receives **before 14 days of last date of the submission of bids**. Copies of the query (without identifying the source) and clarifications by the Tendering authority shall be sent individually to all the prospective bidders who have received the bid documents.

- 6(b).** Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount an amendment of relevant clauses of the bid document.

## **7. 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 V**. If any one of the above items required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage.
- 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/SD) 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/individual. In case contract has already been awarded to the bidder, then PBG/SD 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/individual. An undertaking to this effect should be submitted by the bidder as per format at **Annexure-J of Section-VI**.

## **8. AMENDMENT TO BID DOCUMENT**

- a. At any time, prior to the date of submission of bid, tendering authority may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- b. The amendments shall be notified in the E-Tender Portal and these amendments will be binding on them.
- c. In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Tendering authority may, at its discretion, extend the deadline suitably for the submission of bids.
- d. It is the sole responsibility of the bidder to confirm from the E-Tender Portal and/or from the following contacts regarding amendments, if any, or any other clarifications before uploading of the tender document

ITI Tender Wizard Help Desk Contact	<i>Shri Sanjib Mohapatra, 09937488749,07377708585, between 10:30 hrs to 17:00 hrs from 06.10.2018 to 29.10.2018</i> <a href="mailto:twhelpdesk404@gmail.com">twhelpdesk404@gmail.com</a>
BSNL Contact-1	<i>Sri A.K. Giri, AGM (NW-PLG-CFA) O/o GMTD Cuttack Tel. No. 0671-2304440, Mob.No. 9437082288 between 10:30 hrs to 17:00 hrs from 06.10.2018 to 29.10.2018</i>

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

It is a two bid system and the bid prepared by the bidder shall comprise of Technical Bid and Financial Bid and should be prepared as per Clause 15 of this Section.

## **10. BID FORMS**

Signature of the bidder

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

### **11. BID PRICE**

The bidder shall quote rates as per schedule given in Section IV.

### **12. COMPLIANCE**

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

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

- a) The bidder must deposit the amount as Bid Security. The Bid Security shall be submitted in the form of Demand Draft purchased after the date of NIT. The bid security/EMD shall be in the form of crossed DD of prescribed amount for the tender from any Nationalized / Scheduled bank drawn in favour of AO (Cash), O/o GMTD BSNL Cuttack payable at Cuttack. The payment can also be made through FDR or through online banking/RTGS/NEFT, as per clause 2(a) of Section-1(A).
- (b) The successful bidder's bid security will be released only on receipt of their LOI, furnishing required performance bank guarantee and signing the agreement.
- (c) The Bid security of unsuccessful bidder will be discharged / returned as early as possible within 30 days time of the finalization of the tender or expiry of bid validity period.
- (d) **A BID WITHOUT BID SECURITY SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.**
- (e) **The MSME bidders are exempted from payment of bid security:**
  - i) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached alongwith the bid.
  - ii) The enlistment certificate issued by MSME should be valid on the date of opening of tender. A copy of the same must be deposited in the tender box/sent by registered /speed post to AGM (NW-PLG-CFA), O/o GMTD, Cuttack, 1<sup>st</sup> Floor, Room No. 208, Door Sanchar Bhawan, Link Road, Cuttack-753012 for getting exemption EMD/document fee.
  - iii) MSE unit is required to submit its monthly delivery schedule.
  - iv) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

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

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

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

### **14. FORMAT AND SIGNING OF BID**

14.1. The bidder shall submit his bid, online (in case of e-tendering) & through sealed envelopes physically (in case of tenders with manual bidding process), complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature (in case of e-tendering) & by hand signatures (for manual bidding process), by the authorized person. **The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.**

**Note:-**The Purchaser may ask the bidder(s) to supply, besides original bid, additional copy of bids as required by him.

14.2. The bid shall contain no interlineations, erasures or overwriting except as necessary to

Signature of the bidder



correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

#### 14.3 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.
- (e) Original 'Power of Attorney' in case person other than tenderer has signed the tender documents.

### **15. PREPARATION & SUBMISSION OF BIDS**

#### **I) Contents of the Bid:**

The bid contains three parts –

**Part A:** The First Part (Envelope) should contain

- I. Crossed DD towards EMD/ Bid Security as per NIT.
- II. Crossed DD towards cost of tender document as per NIT.
- III. Power of attorney in original (If applicable) .
- IV. Proof of exemption in cost of tender document and EMD.

Note:

- i. This Envelope containing the original DDs (For EMD or Banks FDR for EMD & Cost of tender paper)/MSME/NSIC enlistment certificate and original Power of Attorney (if applicable) with superscription "Tender for Transportation of Telecom Store of Cuttack SSA for the year 2018-19, NIT No. \_\_\_\_\_ addressed to **AGM (NW-PLG-CFA) O/o GMTD, Cuttack should reach, Door sanchar Bhawan, 1<sup>st</sup> Floor Room No-208, O/o G.M.T.D, Cuttack Link Road, Cuttack-753012** by Registered/ Speed Post or by dropping in the Tender Box available in the **Room No. 208** of above address.
- ii. The scanned copies of the crossed DD towards BID security (EMD) Banks FDR, crossed DD towards cost of bid document & Power of attorney (If applicable) have to be uploaded in the e-Tender Portal of M/s ITI along with the particulars of DD.
- iii. In case the payment of tender document fee & EMD is made through e-payment, the power of attorney in original (if applicable) shall be submitted as above.

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

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

### **16. 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.

Signature of the bidder

## **17. BID OPENING AND EVALUATION**

- Financial bids & Technical bids shall be submitted by the bidder at the same time. The bids will be opened in two stages. The Tendering Authority will open the technical bids in the presence of bidders or their authorized representatives on the due date as noted in NIT. The bidder or one of his authorized representatives shall be permitted to attend the bid opening. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening as per Annexure F in Section VI. The bidders can view the opening details after the Tendering Authority opened them.
- The bidder or his representative, who is present, shall sign in tender opening register
- 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.
- 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.
- Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.

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

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at **“Room-208, 1<sup>st</sup> Floor, Door Sanchar Bhawan, Link Road, Cuttack-753012”**, where BSNL’s Tender Opening Officers would be conducting through online e-Tender as noted in NIT. If due to administrative reasons, the date and venue of e Bid opening is changed, same will be displayed prominently in the notice board of the e-Tender Portal.

## **19. PRELIMINARY EVALUATION**

- 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.
- Prior to the detailed evaluation, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents.
- 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.
- 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.
- The Tendering authority may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

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

- a. The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
- b. Rate must be quoted for the item, otherwise bid is liable for rejection.
- c. The evaluation and comparison of substantially responsive bids shall be done on the basis of lowest quoted composite rate.
- d. BSNL reserves right to negotiate against the price quoted by the L1 bidder.

## **21. 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.

## **22. AWARD OF CONTRACT & CONTRACT PERIOD**

- (a). The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable subject to fulfillment of all tender conditions. Tendering authority shall consider placement of letter of intent to those bidders whose offers have been found *technically, commercially and financially* acceptable. The bidder shall within 14 days of receipt of letter of intent, give his acceptance along with performance security deposit and sign the agreement as per tender. The tendering authority shall have the right to keep more than one contractor.
- (b). The work against the tender **is for one year** requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between the BSNL and the Contractor.
- (c). The agreement will be normally for one year and can be extended for another 12 months on same approved rates and same terms & conditions of the tender with proportionate increase in tender cost.
- (d). **PURCHASER'S RIGHT TO VARY QUANTUM OF WORK:**  
The purchaser at the time of award of work under the contract reserves the right to decrease or increase the work by up to 25% of the total quantum of work without any change in the rates or other terms and conditions.
- (e). **PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**  
The purchaser's reserves the right to accept or reject any bid and annule the bidding process and reject all bids, at any time prior to award of contract without assigning any reason what-so-ever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the department's section.
- (f) **Performance Security Deposit (PSD):** The Bidders shall furnish Performance Security Deposit in the format at Annexure – E of Section VI for an amount of 5% of the estimated cost of the tender in the form of Bank Guarantee from a Nationalized/ scheduled Bank for a period of 2 ½ years in favour of **A.O. (Cash), BSNL, O/o GMTD Cuttack** payable at Cuttack. The PSD is to be deposited within **14 (fourteen)** days from the date of receipt of letter of acceptance or letter of intent failing which his EMD or bid security may be forfeited and tender may be cancelled. BSNL may extend the time for submission of PSD.
- (g) **The Performance Security Deposit may be forfeited in part/ whole in case of:**
  - i. The successful L-1 bidder do not execute agreement after deposit of Performance Security Deposit **within 14 days**. Unsatisfactory service by the contractor.
  - ii. Withdrawal of the successful tenderer from the contract before its expiry without giving proper notice as specified in the tender terms and conditions of this tender document.

## **23. SIGNING OF CONTRACT AGREEMENT:-**

The successful tenderer shall be required to execute an agreement on a non-judicial stamp paper of Rs. 100/- (Rupees one hundred only) at his own cost as per the enclosed proforma within 14 (Fourteen) days from the date of receipt of LOI in this office. In the event of failure of the tenderer to sign the agreement within 14(Fourteen) days or in the event of his failure to start the work as stipulated in the work order, then the amount of bid security (EMD) shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

## **24. PREPARATION & SUBMISSION OF BILL (PAYMENT TERM)**

- (i) Payment will be made through e-payment in ERP.

Signature of the bidder

(ii) Income Tax as applicable will be deducted from each bill amount .In addition, other statutory taxes required from time to time will be deducted from the bills.

(iii) The bills should be submitted in duplicate along with copy of the work order and required certificates from field officers on the body of the bill within one month of completion of work for effecting payment. The certificate should clearly indicate

- (a) the distance covered for transportation ,
- (b) type of vehicle used for transportation,
- (c) whether the truck/vehicle was fully or partially loaded .

Also the bill should contain all documents relating to issue & receipt of the stores at both stations, including road challan.

**NOTE:- Engagement of any vehicle other than the type of vehicle specified in the tender may lead to non-payment of bills for transportation and will be entirely at the risk of the contractor and discretion of the District Authority.**

#### **25. DISPUTES IN TENDER FINALIZATION:**

In the event of any disputes arising out of finalizing of tender agreement or any other matter relating to this tender the decision of GMTD, Cuttack shall be final and binding on all concerned.

#### **26. 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.

#### **27. PENALTY CLAUSE**

In case of break down during the transportation, vehicle has to be replaced by another one immediately within one hour. In case of non-availability of suitable vehicle a penalty up of Rs. 500.00 per day will be imposed.

#### **28. Termination of Contract by BSNL**

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the service supplier, terminate this contract in whole or in part

- a) If the service supplier fails to deliver his service within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
- b) if the service supplier fails to perform any other obligation(s) under the Contract.

#### **29. ANNULMENT OF AWARDS**

Failure of the successful bidder to comply with the requirement of Clause-22 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid / performance security in which event tendering authority may make the award to any other bidder at the discretion of tendering authority or call for new bids.

#### **30. PERIOD OF VALIDITY OF BIDS**

- (a) Bid shall remain valid for 120 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.

#### **31. 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.

Signature of the bidder

**32. REJECTION OF BID**

The bid will be rejected in case of :-

- i. Non-submission of required documents as per Section VI.
- ii. Bid quoted with conditional rates.
- iii. Non-submission of bid security & document fee.
- iv. Incomplete of bid

**33. DEBARRING CONDITIONS**

- Sub-contracting of the work will debar and disqualify a successful bidder.
- BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
- The engagement and employment of unskilled, semi-skilled, skilled or any other labourers and payment of wages to them as per existing provisions of various central labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
- BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

**34. NEAR-RELATIONSHIP CERTIFICATE**

- 34.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 34.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 34.3. 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) & 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).
- 34.4. The format of the certificate is given in Annexure-D of Section-VI.

**35. VERIFICATION OF DOCUMENTS AND CERTIFICATES**

The bidder will ensure that all the documents and certificates, including experience/ performance and self certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action for rejection of tender/contract & forfeiture of EMD/Performance Security Deposit.

**36. Force Majeure:**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics,

quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

### **37. Arbitration:**

- In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the CHIEF GENERAL MANAGER Telecom BSNL, Orissa Circle Bhubaneswar or in case his designation changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Chief General Manager BSNL, Orissa Circle Bhubaneswar or by whatever designation such officers may be called. The award of the arbitrator shall be final and binding on the parties.
- The venue of the arbitration proceeding shall be the O/O the Chief General Manager BSNL Orissa Circle Bhubanewar or such other places as the arbitrator may decide. The following procedure shall be followed.
- In case parties are unable to reach a settlement by themselves, the dispute should be submitted for arbitration in accordance with contract agreement.
- There should not be a joint submission with contractor to the sole arbitrator.
- Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- The onus of establishment his claims will be left to the contractor.
- Once a claim has been included in the submission by the contractor, a modification thereof will be opposed.
- The “point of defence” will be based on actual conditions of the contract.
- Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contracted.

### **38. Set Off:**

- Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by contractor with BSNL.
- In the event of said security deposit being insufficient, the balance of total amount recoverable as the case may be shall be deducted from any such due to the service provider under this or any other contract with BSNL. Should this amount be insufficient to cover the said full amount recoverable, the service provider shall pay to BSNL on demand the balance amount, if any, due to BSNL within 30 days of the demand by BSNL.
- If any amount due to the company is so set off against the said security deposit, the service provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

### **39. COURT JURISDICTION**

- 39.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of LOI shall be subject to the jurisdiction of the competent court at the place from where the NIT/

tender has been issued.

- 39.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

“This Contract/ PO is subject to jurisdiction of Court at Cuttack only”.

#### **40. E-TENDERING INSTRUCTIONS TO BIDDERS**

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

##### **A. General:**

- a. Submission of Bids only through online process is mandatory for this Tender for conducting electronic tendering, the Tendering Authority is using the e-Tender Portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI Limited, a Government of India Undertaking.
- b. For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the Electronic Tendering System (ETS.).
  - i. It is advised that all the documents to be submitted (Section V) 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.
  - ii. While uploading the documents, it should be ensured that the file name should be the name of the document itself for easy pairing and scrutiny.

##### **B. Tender Bidding Methodology:**

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

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

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

##### **D. Digital Certificates**

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

##### **E. Registration**

The Tender document can be downloaded from the e-Tender Portal and to be submitted in the e-format. Requirement payment is to be made in e-payment, as instructed.

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

Signature of the bidder

It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document. Intending bidders are requested to register themselves with M/s. ITI Limited through e-Tender Portal for obtaining user-id, Digital Signature Certificates etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

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

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

ITI Tender Wizard Help Desk Contact	<i>Shri Sanjib Mohapatra, 09937488749,07377708585, between 10:30 hrs to 17:00 hrs from 06.10.2018 to 29.10.2018 <a href="mailto:twhelpdesk404@gmail.com">twhelpdesk404@gmail.com</a></i>
BSNL Contact-1	<i>Sri A.K. Giri, AGM (NW-PLG-CFA) O/o GMTD Cuttack Tel.No.0671-2304440, Mob.No. 9437082288 between 10:30 hrs to 17:00 hrs from 06.10.2018 to 29.10.2018</i>

#### **41. 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) as noted in NIT, which will be treated as final. It is the responsibility of the bidders to visit e-Tender Portal and keep themselves updated regarding amendments/ correction/modification etc.

#### **42. IMPORTANT INSTRUCTIONS**

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

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

##### **b. Public Online Tender Opening Event (TOE)**

- i. ETS offers a unique facility for "Public Online Tender Opening Event (TOE)". Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.
- ii. Every legal requirement for a transparent and secure „Public Online Tender Opening Event (TOE) has been implemented on ETS. As soon as a Bid is decrypted with the corresponding Pass-Phrase as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual Tender Opening Event is therefore replaced with this superior and convenient form of Public Online Tender Opening Event (TOE).
- iii. ETS has a unique facility of "Online Comparison Chart" which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by



the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

- iv. ETS has a unique facility of a detailed report titled “Minutes of Online Tender Opening Event (TOE)” covering all important activities of „Online Tender Opening Event (TOE)“. This is available to all participating bidders for “Viewing/ Downloading“. There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.
- v. For further instructions, the vendor should visit the home -page of the e-Tender Portal (<https://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, et al. While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.
- vii. Minimum Requirements at Bidders’ end to access and use e-Tender Portal:
  - Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
  - Broadband connectivity.
  - Microsoft Internet Explorer 6.0 or above
  - Digital Certificate(s)
- viii. Helpdesk for Vendors

Vendors may contact the M/s ITI Limited Helpdesk personnel given in Clause-8(d) of this section, for any type of assistance/help, which they may require while uploading the bids.

- c. In the event of Death of the Bidder to whom work is awarded or any other contingency that results in non performance of the contract by the bidder during the period of contract, GMTD Cuttack reserves the full rights to allot those work to any of the selected contractors of other cluster of the SSA at approved rate and conditions of contract.

**SECTION-IV**  
**FINANCIAL BID**

**(Quoted rate should be including fuel charges all taxes & duties but excluding of GST)**

Sl No.	Transportation of any type of telecom store by nearest road <b>including loading &amp; unloading</b>	Rate in Rupees per KM for all areas of Cuttack SSA except Cuttack city	Rate in Rs. exclusively for Cuttack city local within a radial distance upto 20 KMs from SSA store	Rate (in Rs) from RTSD Satya Nagar to Cuttack SSA Store	Rate (in rupees) per KM from/to outside Cuttack SSA (inside/outside odisha) to/from SSA store/RTSD Satyanagar
1	By three wheeler				* * Not to be quoted
2	By ACE Type Truck or equivalent				* * Not to be quoted
3	By TATA-407 Type Truck or equivalent				
4	By TATA-909 Type Truck or equivalent				
5	By TATA 1109 Type Truck or equivalent				
6	By TATA-1613 Type Truck or equivalent				

Note:-(i) Rate must be quoted in figures and words.

(ii) Transportation done by any means other than the vehicles prescribed above will not be considered strictly.

\* \* Rate for these items are not be quoted

Signature of Bidder

Date:-

Signature of the bidder

**SECTION-V**  
**CHECK LIST OF DOCUMENTS**

(To be checked & filled in by bidder)

Sl No.	Documents/Certificates	Put a tick mark for copy enclosed/signed	Sl number to be given by bidder
1	Scanned copies of all pages of Tender document signed by the tenderer or Authorised Person on all pages along with seal		
2	Self-Attested Photo copy of registered firm/company/individual (which is applicable)		
3	Self-Attested Photo copy of PAN Card and upto date IT return		
4	Self-Attested Photo copy of valid GSTIN registration & latest return of GSTIN and upto date payment challan of GSTIN		
5	Self-Attested Photo copy of Experience Certificate as per NIT.		
6	Self Attested Photo copy of DD/ the receipt of online banking/RTGS/NEFT towards cost of Tender Paper		
7	Self attested Photo copy of DD/ Bank FDR / the receipt of online banking/RTGS/NEFT towards cost of EMD/Bid Security		
8	Self-Attested Photo copy of "Power of Attorney" as per clause 14.3 of Section-III		
9	Self attested copy of memorandum article/ partnership deed/affidavit/ propertiorship (which is applicable)		
10	Declaration of Non - tampering of tender document duly filled and signed.		Page No.
11	Declaration of clause by clause compliance duly filled and signed.		Page No.
12	No near relative certificate duly filled in and signed.		Page No.
13	Tenderer's profile duly filled and signed		Page No.
14	Bid form duly filled and signed.		Page No.
15	Undertaking & Declaration duly filled and signed		Page No.
16	Master Vendor Form (in case of new bidder)		Page No.
17	Creation of customer ID		Page No.

N.B:- The bidder has to submit required documents in a bunch putting a serial number to each document, that number is to be filled in this check list. The items above from Sl No. 10 to 17 are available in tender document, to be filled in & signed by the bidder positively.

Signature of the bidder

**SECTION-VI****LIST OF ALL TYPE OF FORMATS**

Sl No	Format Name
1	ANNEXURE-A: AGREEMENT (Sample Format)
2	ANNEXURE-B: DECLARATION OF NON TAMPERING OF TENDER DOCUMENT
3	ANNEXURE-C: DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE
4	ANNEXURE-D: NO NEAR RELATIVES CERTIFICATE IN BSNL
5	ANNEXURE-E: PERFORMANCE BANK GUARANTEE
6	ANNEXURE-F: LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
7	ANNEXURE-G: TENDERER'S PROFILE
8	ANNEXURE-H: BID FORM
9	ANNEXURE-I: UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED
10	ANNEXURE-J: DECLARATION FOR DOWNLOADING THE TENDER DOCUMENT
11	ANNEXURE-J: VENDOR MASTER FORM
12	ANNEXURE-K: CREATION OF CUSTOMER ID

**ANNEXURE-A**  
**AGREEMENT**

**(On Rs. 100.00 Non-judicial stamp paper)**

**Tender No.-**

**Name of work:-**

This contract is made between the **GMTD, BSNL (Cuttack)** party of the **first part & M/s** \_\_\_\_\_

(hereinafter called the contractor) party on the **second part.**

**Tender no.** \_\_\_\_\_ **dated** \_\_\_\_\_ .

The period of contract will be **12 months** with effect from **date** \_\_\_\_\_. In case the tender is further extended as per the terms & conditions of the tender, the contract shall remain valid till the expiry of the extended period of the tender on the same terms and conditions.

This contract is entered into by the BSNL with the contractor for

**(Name of work):** \_\_\_\_\_

**The scope, terms and conditions/specification etc. of this contract will be as per original tender documents & those modified by the BSNL from time to time.**

I assure that I shall undertake the said work as per terms and conditions of contract during the tenure of the contract.

**Witness**

**Party on the first part**

1. Signature  
Name & address

DGM (NW-OP-CFA) Rural  
O/o GMTD, Cuttack

**Party on the second part**

2. Signature  
Name & address

Name, address & signature of the contractor  
with seal of the company

Signature of the bidder

**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 [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) or [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) or <https://eprocure.gov.in/cppp> (NIT only) and I have checked up that no page is missing and all pages as per the index are available and no addition/ deletion/correction/tampering has been made in the tender document. In case at any stage, it is found that any addition / deletion / correction has been made, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

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

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

Signature of bidder/Authorized Signatory

Name of the \_\_\_\_\_

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

Signature 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 : \_\_\_\_\_ Signature of the Tenderer \_\_\_\_\_

Date: \_\_\_\_\_ Name of the Tenderer \_\_\_\_\_

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

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

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

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

- A. Members of a Hindu Undivided family.
- B. They are husband and wife.
- C. The one is related to the other in the manner as father, mother, son(s) and son's Wife (Daughter-in-law). Daughter(s) and daughter's husband (Son-in-law), Brother(s) and brother's wife, sister(s) and sister's husband (Brother-in-law).

**Note: In case of proprietorship firm, certificate will be given by the proprietor, for partnership firm, certificate will be given by all the partners and in case of Private Ltd. Company, by all the directors of the company.**

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

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

(Capacity in which signing)

Place:

Date:

Signature of the bidder



**ANNEXURE-E****Proforma for Performance Bank Guarantee**

(To be typed on Rs.100/- non-judicial stamp paper &amp; for the period 2 ½ years)

Dated:.....

**Sub: Performance guarantee.**

**1. Whereas DGM (NW-OP-CFA) (Rural), O/o GMTD, BSNL Cuttack**  
**R/o** ..... (hereafter referred to as GMTD, BSNL Cuttack) has issued an LOI  
no. .... Dated ...../...../20..... awarding the work  
of .....to M/s .....  
R/o ..... (hereafter referred to as  
“Bidder”) and GMTD, BSNL Cuttack has asked him to submit a performance guarantee in favour  
DGM (NW-OP-CFA)/Rural, O/o GMTD, BSNL Cuttack of Rs. ..../- (hereafter  
referred to as “P.G. Amount”) valid up to ...../...../20.....(hereafter referred to as “Validity  
Date”)

Now at the request of the Bidder, We .....  
Bank .....Branch  
having ..... (Address) and Regd.  
office ..... address  
as .....  
(Hereinafter called ‘the Bank’) agreed to give this guarantee as hereinafter contained:

2. We, “the Bank” do hereby undertake and assure to the GMTD, BSNL Cuttack that if in the opinion of the GMTD, BSNL Cuttack, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the GMTD, BSNL Cuttack the said sum limited to P.G. Amount or such lesser amount as GMTD, BSNL Cuttack may demand without requiring GMTD, BSNL Cuttack to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the GMTD, BSNL Cuttack shall be conclusive as regards the liability of Bidder to pay to GMTD, BSNL Cuttack or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and GMTD, BSNL Cuttack regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the GMTD, BSNL Cuttack shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by GMTD, BSNL Cuttack against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of GMTD, BSNL Cuttack or any indulgence by GMTD, BSNL Cuttack to Bidder or any other matter or thing whatsoever which under the

Signature of the bidder

law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

- 6. Notwithstanding anything herein contained ;
  - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
  - (b) The guarantee shall stand completely discharged and all rights of the GMTD, BSNL Cuttack under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 7. In case GMTD, BSNL Cuttack demands for any money under this bank guarantee, the same shall be paid through banker’s Cheque in favour of “AO (Cash) O/o GMTD, BSNL, Cuttack.
- 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: ..... Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....

**ANNEXURE-F****LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

Tender number \_\_\_\_\_

Sub: Authorisation for attending bid opening on \_\_\_\_\_ (Date) in the tender of  
\_\_\_\_\_

Following person is hereby authorised to attend the bid opening for the tender mentioned above on behalf of \_\_\_\_\_ (bidder).

Name                      Specimen signature

**Signature of bidder****or****officer authorised to sign the bid document on behalf of the bidder.**

- Note: 1. Maximum of one representative will be permitted to attend bid opening.  
 2. Permission for entry to the hall where bids are opened, may be refused in case authorised as prescribed above is not recovered.

Signature of the bidder

**ANNEXURE-G**  
**TENDERER'S PROFILE**

Passport Photograph of bidder/firm proprietor
--

**General:-**

1. Name of the tenderer/firm \_\_\_\_\_.
  2. Name of the person submitting the tender Shri/Smt \_\_\_\_\_ (In case of proprietary/partnership firms, the tender has to be signed by proprietor/ Partner only, as the case may be)
  3. Address of the firm/tenderer: (Present & Permanent)  
.....
  4. Email ID .....
  5. Tel No. (with STD code) (O) ..... (Fax) ..... (R) ..... (M) .....
  6. Registration & incorporation particulars of the firm (in case of firms)
    - i) Proprietorship
    - ii) Partnership
    - iii) Private Limited
    - iv) Public Limited
- (Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)**
7. Name of proprietor/Partners/Directors .....
  8. Tenderer's enlistment certificate details.
    - a) Category \_\_\_\_\_
    - b) Number \_\_\_\_\_
    - c) Issuing Telecom Circle \_\_\_\_\_.
    - d) Issued on \_\_\_\_\_.
    - e) Valid up to \_\_\_\_\_
  9. Tenderer's bank, its address and his current account number .....
  10. Permanent Income Tax number, Income Tax Circle .....
  11. Infrastructure capabilities.
  12. Details of Technical and supervisory staff:
  13. GST No.
  14. EPF Code No.
  15. ESI registration No.

**I/We hereby declare that the information furnished above is true and correct.**

**Place & Date:-**

**Signature of tenderer/authorized signatory**  
**Name of the tenderer**

Signature of the bidder

**ANNEXURE-H  
BID FORM**

**To**

**From,**

.....  
<complete address of the purchaser><complete address of the Bidder>  
 .....

Bidder's Reference No:..... Dated.....

**Ref:** Your Tender Enquiry No. ....dated .....

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. .... dated.....the receipt of which is hereby duly acknowledged, we, the undersigned, offer to transport telecom stores with loading & unloading in conformity with the terms and conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of .....days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 10% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to perform all the services specified in the contract.
7. Until a LOI is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: ..... day of ..... 20...

Signature .....

Witness

Name .....

Signature.....

In the capacity of .....

Name .....

Duly authorized to sign the bid for and on

Address .....

behalf of .....

Signature of the bidder

**ANNEXURE-I**

**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 Transportation of Telecom Stores in Cuttack SSA) are true and are exact copies of the original documents/certificates are available with me.

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

Place: Signature of tenderer /Authorised signatory

Date: Name & Seal of the tenderer

Signature of the bidder

ANNEXURE-J**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](http://www.odisha.bsnl.co.in) or [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) or <https://eprocure.gov.in/cppp> (NIT only) and no addition/deletion/correction has been made in the proforma downloaded. I also declare that I have enclosed a DD for Rs...../- towards the cost of tender document along with this bid. In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation.

Date: \_\_\_\_\_ Signature of Tenderer \_\_\_\_\_

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

Name of Tenderer \_\_\_\_\_

(Along with date & Seal)

Signature of the bidder

ANNEXURE-K  
**VENDOR MASTER FORM**

(The details listed will be used for making all payments against Pos/WOs/refund of EMDs/SDs, intimation of payments by email, issued of TDS certificates, C Form for CST purchase etc)

(\*) Minimum required fields to be filled by the Company/Vendor, Please attach copies of the supporting documents.

Title \* :

Name \* :

Address \* :

Town/District\* :

City \* :

State\* :

Postal/Pin code\* :  Country \*

**Contact Details**

Telephone Number :  Fax No :

Email\_Id  
(Mandatory for E-tendering) :

Name of Contract Person :  Mobile No.

**Contact Details**

PAN :

GST reg no :

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

Tax registration no :   
(for Foreign Vendors)

**Income Tax Exemption details**

IT exemption no.  IT exemption rate :

IT Exemption date

IT exemption date from  IT exemption date to

Signature of the bidder



**Excise Details**

Excise reg no. :

Excise Range :

Excise Division :

Excise Commissioner :

**Payment Transaction/Bank Details**

Bank Country :

Bank Name :

Bank Address :

Bank A/C No :

Bank IFSC :

Account holder's name :

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

SWITCH Code (for Foreign Vendor):

IBAN Code (for Foreign Vendor) :

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

**Industry Status**

Micro/SSI Status : Yes  No

1. I/We hereby authorize BSNL to make all payments to us by cheque/direct credit to our bank account details which are specified above.
2. I/We here authorize BSNL to redcut bank charge applicable for such direct bank payments.

Note: 1. If PAN is not provided, TDS @ 20% will be deducted whenever applicable  
 2. If Excise Registration/service Tax Registration/VAT Registration Number is not provided, then the taxes will not be paid whenever applicable.  
 3. If Bank particulars are not provided, the payment will be made by Cheque only.  
 4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company/Vendor Authorised Signatory/Designation      Date      Company Seal

For Office use)

Vendor Account Group :  Payment Method :

TDS – Invoice :  TDS Code - Invoice :

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

Signature of the bidder

**ANNEXURE-L**  
**CREATION OF CUSTOMER ID FOR TENDER**

Company Name & postal address with PIN Code	
Name of proprietor	
Contact No.	
Email id	
PAN No	
GST No	
Name of the Bank & Bank A/C No	
IFSC Code	
Bank A/C holder name	
Saving/current	

Signature of the bidder