



BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprises)

**Office of the Principal General Manager,
Telecom District Bhubaneswar-751022.**

BID DOCUMENT

***E-TENDER FOR SUPPLY OF PHOTOCOPIES BY
INSTALLING PHOTOCOPIER MACHINE IN
BHUBANESWAR SSA***

(TWO YEARS)

TENDER No. N-149/2018-19

❖ CONTENTS OF TENDER DOCUMENT

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**BHARAT SANCHAR NIGAM LIMITED**

(A Govt. of India Enterprise)

Office of the Pr General Manager, Telecom Dist-Bhubaneswar-751022.

SECTION-I**NOTICE INVITING TENDER*****E-Tender for supply of photocopiers by Installing Photocopier machine in Bhubaneswar SSA***

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

Sl.No	Item	Particulars
1	Tender Notice No & date	N-149/2018-19 Dated 14 th Nov, 2018
2	Tender item	Supply of photocopiers by Installing Photocopier machine in Bhubaneswar SSA.
3	Tender Document can be downloaded from date	14 th Nov, 2018
4	Estimated Cost In Lakh	Rs. 7 Lakh
5	Date of receipt of queries from bidders	Up to 14.00 Hrs of 20 th Nov 2018
6	Reply of queries by BSNL	Before 18.00 Hrs of 22 th Nov 2018
7	Last Date of Submission of Tender	13 rd Dec 2018 up to 18.00 Hrs
8	Date & Time of Opening of Tender (Technical Bid only)	14 th Dec 2018 up to 11.30 Hrs
9	Amount of Bid Security as in Section II.	The cost of EMD can be paid through online Banking/ RTGS/ NEFT/TDR/PBG as per the Section-I, Para 2(b)
10	Cost of Tender Form	Rs.590/- (Rupees Five Hundred Ninety only) - Non-Refundable. The tender cost should be paid through online Banking/ RTGS/ NEFT.

**** In case of TDR/PBG is submitted towards the cost of EMD, the bidder needs to submit the Bid document (as per section-V, Check list/ Requirement) with TDR/PBG original in the Drop Box available at **AGM (HR & Admn), Room No. 214, 2nd Floor Door Sanchar Bhawan, Unit-IX, Bhubaneswar** on or before opening of tender Technical Bid. Further, it may also be ensured that the same bid document is also uploaded online with self-attested on or before last date of submission.**

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

2. a) The Tender document can be downloaded from the website: www.tenderwizard.com/BSNL & www.odisha.bsnl.co.in and to be submitted in e-format.
- b) The cost of EMD and cost of Tender paper should be paid through online Banking/RTGS/NEFT as per the following details.

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

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

- c) Amendments, if any, to the tender document will be notified in the above website as and when such amendments are made. It is the sole responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

3. SCOPE, SPECIFICATION & JOB DESCRIPTIONS

- a) The bidder should supply Xerox machine for Xerox.
b) Accessories like Paper, ink and manpower should be provided by the bidder.
c) The Xerox machine should be installed in office premises of Pr. GMTD BBSR.
d) The Xerox machine maintenance cost should bear by the bidder.
e) The Xerox machine should be available during the office hours and all working days for making photocopies.
f) Transportation and other accessories cost should be borne by the bidder.

4. a) Intending bidders are requested to register themselves with M/s. ITI Limited through the website www.tenderwizard.com/BSNL for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

- 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) Bidders may note that the tender document can be downloaded from the website www.tenderwizard.com/BSNL or following the "Tenders" link of the website www.odisha.bsnl.co.in from 05th Nov 2018.

d) The bidders shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on Web-site (www.tenderwizard.com/BSNL) as per Annexure -B of Section V.

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.

5. Eligibility Criteria:

Experience Certificate: Bidders should have executed supply of photocopies along with his own set up for providing Xerox or photocopies to any Central Govt or Central Govt PSU. The Bidder should have an experience for the above mentioned work or similar nature works of an amount of minimum of Rs 3 lakhs in financial year, 2015-16, 2016-17 and 2017-18 taking together. The Experience Certificate to be issued by an Officer not below the rank of Deputy General Manager or equivalent rank of the concerned Organization.

6. The documentes as listed out in Section-III should be uploaded in E-Tender Portal.

7. 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 **Conference Hall, 3rd Floor, Door Sanchar Bhawan, Unit-IX, Bhubaneswar- 751022** where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

8. (i) Incomplete, ambiguous, Conditional tender bids are liable to be rejected.

(ii) Pr. General Manager Telecom District Bhubaneswar reserves the right to accept or reject any or all tender bids without assigning any reason and is not bound to accept the lowest tender.

(iii) 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.

(iv) All statutory taxes as applicable shall be deducted at source before payment.

**Pr General Manager Telecom District
Bhubaneswar - 751022**

SECTION -II

SCOPE OF THE WORK

- i) The Machines to be provided shall not be older than one year and shall be in excellent running condition. No payment will be made if the machine does not work properly.
- ii) The Tenderer shall comply with all statutory provisions Rules/Regulations/ Instructions that may be applicable and incidental to the services offered by them under this contract and shall further keep the BSNL indemnified from all acts of omissions, faults, breaches and / or any claim, demand, loss, injury, decree/judgment, expenses/liabilities arising out from the non-compliance of any statutory provisions/instructions failing which BSNL will be entitled to recover such losses from the Tenderer's monthly bills /security deposit, without prejudice to such other legal remedies available to the BSNL.
- iii) Space and electricity will be provided by the BSNL free of cost.
- iv) The BSNL will make net payment per copy at the approved rate only on monthly basis, for which a register to be maintained by the party on daily basis and same needs to be verified & signed by controlling officer every day. No charges will be paid for wastage copies.
- v) The Operator has to sort out & staple the Xeroxed pages as per the original documents after taking copies.
- vi) No guarantee will be given for minimum copy/ payment.
- vii) The BSNL will not be responsible for any kind of damages in Xerox machine and Operator. Xerox Machine provided by the party must be brand new and in good working condition.
- viii) The party will carry out regular service, maintenance and replacement of parts on his own risk and cost.
- ix) In case of major faults in machine and not repairable within 48 hours, the Xerox machine shall have to be replaced immediately.
- x) The party has to engage a skilled and competent Xerox machine operator for full time with full details of the person on acceptance of the offer. The operator needs to attend the duty from 9:30 a.m. to 18:00 p.m. on daily basis, if the operator does not attend the duty under any circumstances the party has to arrange another machine operator with 1 hour from the starting of the office hours. If the party is fail to do so per day the absence of the operator will be fined as Rs.300/- per day with the expenditure done by this office in the absence of the operator. The machine operator would not be allowed to leave the Xerox room without the permission of the controlling officer of the BSNL.
- xi) The party must provide the prescribed brand, quality and size of the paper as per the sample.
- xii) Private work/ Outside work other than the BSNL on Xerox machine hired by the BSNL will not be permitted.
- xiii) The Xerox machine, once installed in the office, cannot be taken outside of the office premises during the contract period without permission of the BSNL.
- xiv) The contract period initially will be for a period of Two Year and can be extended for further period up to Six month by the BSNL option.
- xv) The BSNL reserves all the right to discontinue/ extend the contract period for installation of Xerox machine at any time.

SPECIAL CUM COMMERCIAL CONDITIONS OF TENDER:

1. The successful tenderer will be required to sign an agreement with the Pr. GMTD, Telecom District, Bhubaneswar for supply of Xerox Paper at approved rates during the course of agreement period of one year.
2. EARNEST MONEY-DEPOSIT- The EMD of amount **Rs. 18,000/- (Rupees Eighteen Thousand)** only to be deposited in the form of RTGS/NEFT & Online Payment to Accounts **Officer (Cash), BSNL, O/o GMTD, Bhubaneswar-22** or **TDR/PBG of Rs.18,000/ (Rupees Eighteen Thousand) Only -pledged to AO (Cash) BSNL, O/o GMTD, Bhubaneswar-22**. The EMD shall be forfeited in case the tenderer withdraws his tender before the final acceptance or fails to enter into the prescribed agreement with BSNL for execution of work in case of successful tenderer. EMD of unsuccessful bidders will be refunded after finalization of the tender. In case of successful tenderer(s), the EMD will be refunded after signing the agreement.
3. Bidders should have executed supply of photocopies along with his own set up for providing Xerox or photocopies to any Central Govt or Central Govt PSU. The Bidder should have an experience for the above mentioned work or similar nature works of an amount of minimum of Rs 3 lakhs in financial year, 2015-16, 2016-17 and 2017-18 taking together. The Experience Certificate to be issued by an Officer not below the rank of Deputy General Manager or equivalent rank of the concerned Organization.
4. Tenderers will be required to submit Pan Number and GST Regn. No. along with the tender papers, failing which the tenderer will be rejected.
5. The tenderers will quote rates exclusive of all taxes against each item of article while submitting the tender papers. The rate quoted will be valid during the agreement period i.e. two years. All taxes have to be shown separately.
6. The successful tenderer will have to supply the sample of the Xerox photocopy for inspection along with the tender document.
7. In case of any dispute during course of supply the sample of the Xerox photocopies along with supply of own machine and own manpower the decision of Pr. GMTD, Bhubaneswar will be final.
8. Payment will be made in this office against bills issued by the supplier. The bills should be submitted in duplicate duly pre-receipted along with Bank A/C Number. The bills should preferably be written serial wise as per purchaser order.
9. In case bad quality Xerox Papers for photocopies are supplied by tenderer the payment will be held up and tender agreement will be cancelled and Earnest Security Deposit will be forfeited.
10. The successful tenderer/supplier will arrange to supply the Photocopies along with supply of own Xerox machine and own manpower for the required works in the office as per the orders placed before him at the risk of the supplier. BSNL will not take any risk for any loss or damage. BSNL will not pay any transportation charges for carrying the articles to this office.
11. The BSNL will not be bound to purchase Xerox Paper photocopies from the successful tenderers if the prevailing market price is lower than the agreed rate.
12. The tenderer must not be a near relative of BSNL employees. 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 as a proof of not a near relative of BSNL employee as given in Page-7 of the tender document must be submitted.
13. The Pr. GMTD, Bhubaneswar reserves all right to accept or reject any or all tenders without assigning any reason thereof.
14. The purchaser reserve the right, at the time of award of contract, to increase or decrease the quantity by 25% from what is specified in the schedule of quantities, without any change in unit price or other terms and conditions.
15. Validity of BID: The bid validity period is 180 days from the date of opening of bid.
16. Validity of Tender: - The tender will remain valid for a period of **Two years** from the date of signing the agreement. However, Pr. GMTD, Bhubaneswar reserves the right to increase the validity period of the tender up to a maximum 1 year i.e. (6 months). Accordingly the estimated cost of the tender may be revised i.e addition up to 25% of the tender cost.

17. DOCUMENTS TO BE SUBMITTED WITH THE TENDER:

- a. EMD of prescribed amount as per NIT in the form of online payment (NEFT/RTGS) in favour of AO (Cash), BSNL, O/o GMTD, BBSR or TDR pledged to AO (Cash), BSNL, O/o GMTD.
- b. Attested copy of GST registration certificate.

- c. Price Schedule (Annex-I) duly filled in & signed by the bidder.
 - d. Declaration regarding no near relative working in BSNL as per Page No-7
 - e. Original Tender document with each page signed.
 - f. PAN Number.
 - g. Experience certificate as mentioned in clause-3(terms & conditions).
 - h. Sample of Xerox paper for photocopies (To be Submitted for physical Verification before finalization of the tender
 - i. In case of a partnership firm, the self attested partnership deed and the power of attorney (notarized) in original as per clause A (4) of NIT.
 - j. Tender document duly signed in each page.
 - k. Financial BID as per Annexure-IV duly filled in. (To be submitted)
- NB: The original of the above documents will be verified by TEC at the time of final verification and signing of contract. If any documents / declaration are found to be false/fake, the bidder will be disqualified for the above work and his EMD will be forfeited.

18. SECURITY

The bidder shall furnish, as part of his bid, Performance Security for an amounts i.e. 10% of the estimated cost of **Rs.90, 000/- (Rupees Ninety Thousand) only.**

- a) The Performance Security is required to protect the purchaser's interests against the risk of bidder's conduct, which would warrant forfeiture of the bid security.(EMD)
- b) The Performance Security should be submitted in the form of PBG from any Nationalized Bank drawn in the favour of the AO (Cash), O/o GMTD Bhubaneswar or TDR from any Nationalized Bank pledge to AO (Cash), O/o GMTD Bhubaneswar.
- c) In case of non-submission of PSD, a sum of 10% of the bill amount shall be deducted from each bill of the contractor, which shall be refunded after 6(six) months of contract period subject to the conditions that no delay/defect has been found in the completion of work during the period of contract.
- d) The amount deposited as performance security (i.e. SD) shall carry no interest for the entire period during which it remains with BSNL.
- e) The EMD of successful bidder shall be refunded after furnishing the performance security. The EMD in respect of unsuccessful bidders shall be refunded only after the finalization of tender.

19. Delays in the supplier's performance:

- a) Goods/services under the contract shall be provided strictly in accordance with the delivery schedule specified in the purchase order.
- b) Delay(s) in the performance of delivery obligations shall render the supplier liable to any or all of the following sanctions i.e. forfeiture of performance security(S/D), imposition of liquidated damages and/or termination of the contract for default, and/or barring the supplier for 1 years or more.
- c) If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the good/service, the supplier shall promptly notify the purchaser in writing of the full fact about the delay, its likely duration & cause(s). As soon as practicable after receipt of the suppliers notice the discretion to extend the period for performance of the contract after mutual discussion, lies with the purchaser i.e. BSNL.
- d) In case of delayed supplies i.e. after the expiry of scheduled delivery period, the benefits of reduction in taxes/duties shall be passed on to the purchaser i.e. BSNL & no benefit that may accrue due to increase will be permitted to the supplier(s).

SECTION-III**INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS OF TENDER TERMS:**

- 1(a) "BSNL" or "The Nigam" or "The Tendering Authority" means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) acting on behalf of the President of India and represented by the Pr. General Manager Telecom District, Bhubaneswar.
- 1(b) "The Bidder" means the individual or firm who participates in this tender & submits its bid.
- 1(c) "The Work Order" means the order placed by the BSNL on the Bidder signed by the Engineer- in-Charge of BSNL including all attachments & appendices thereto and all document incorporated by reference therein. The work shall be deemed as "Contract" appearing in the document.
- 1(d) "The Contract Price" means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.
- 1(e) "Site Engineer" means the concerned Sub-Divisional Engineer (MM) in-charge of this Telecom District under whom the contractor will perform the work of Transportation of telecom stores as per actual requirement of concerned respective site Engineer (Field-in-charge).
- 1(f) "Engineer In-Charge" means the controlling DE/AGM of respective Site Engineer of this Telecom District who is designated as the "Engineer in-Charge" of respective "Site Engineer".
- 1(g) "E-Tender Portal" means the website "www.tenderwizard.com/BSNL" of M/s ITI Limited who is providing e-Tendering solution to BSNL.
- 1(h) "ETS" means the Electronic Tendering System through the e-Tender Portal.

2). ELIGIBILITY CRITERIA-:**A. Eligibility Criteria:**

Bidders should have executed supply of photocopies along with his own set up for providing Xerox or photocopies to any Central Govt or Central Govt PSU. The Bidder should have an experience for the above mentioned work or similar nature works of an amount of minimum of Rs 3 lakhs in financial year, 2015-16, 2016-17 and 2017-18 taking together. The Experience Certificate to be issued by an Officer not below the rank of Deputy General Manager or equivalent rank of the concerned Organization.

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 will also be considered.

- i. The bidder should have valid PAN.
- ii. The bidder should have registered for GST with concerned department.
- iii. 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,

03. AMENDMENT TO BID DOCUMENT

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.

- a. The amendments shall be notified in the E-Tender Portal and these amendments will be binding on them.
- b. 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.
- c. 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	09438724476 , Office No. 011-49424365 between 10:30 hrs to 18:00 hrs from 14/11/2018 to 13/12/2018 twhelpdesk691@gmail.com
BSNL Contact-1	Shri S. Rath, AGM (HR & Admin) O/o PGMTD Bhubaneswar Tel.No.0674-2542666, Mob.No.9437007500 between 10:30 hrs to 18:00 hrs from 14/11/2018 to 13/12/2018, email id :shantilata.1020@gmail.com
BSNL Contact-2	Shri R.K.Palai SDE (Planning) O/o GMTD BSNL Bhubaneswar, Tel.No.0674-2541244, Mob.No.9438888883 between 10:30 hrs to 18:00 hrs from 14/11/2018 to 13/12/2018, email id :rajeshpalai.bsnl@gmail.com

04. 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 Section-IV.

05. 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-III of the same in e-Tender Portal.

06. BID PRICE

The bidder shall quote rates in FINANCIAL BID given in Section-IV.

07. 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.

08. PREPARATION & SUBMISSION OF BIDS:**I) CONTENTS OF THE BID:**

The bid contains three parts -

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

Part B: The Second part relates to uploading of scanned documents required for Technical Bid as per Section-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.

(Note: In case of TDR/PBG is submitted towards the cost of EMD, the bidder needs to submit the Bid document (as per section-V, Check list/ Requirement) with TDR/PBG original in the Drop Box available at AGM (HR & Admn), Room No. 214, 2nd Floor Door Sanchar Bhawan, Unit-IX, Bhubaneswar on or before opening of tender Technical Bid. Further, it may also be ensured that the same bid document is also uploaded online with self-attested on or before last date of submission.

II. SUBMISSION OF BIDS:

- a. All the clauses of the bids must be complied with and price bids must be Bids quoted online by the bidders before the locking/closing time of the bid that is 18:00 Hrs of 13/12/2018.
- b. Scanned documents wherever necessary are to be uploaded in the appropriate places of the e-tender portal.
- c. **The bidder shall submit a set of scan copies of the tender document signed in all pages, downloaded from e-Tender Portal against each individual bid offer for on the date of the opening of the tender else before signing of the agreement.**
- d. **One Bidder can bid through the user-id allotted to him by M/s ITI in e-Tender Portal along with requisite Earnest Money Deposit (EMD) and cost of Tender Paper.**
- e. If any one of the document required to be submitted as referred 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.
- f. The BSNL may, at its discretion, extend this deadline for the submission of the bids by amending the bid document in accordance with NIT in which case all rights and obligations of the BSNL and bidders previously referred to the deadline will thereafter be subject to the extended deadline.

09. 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.

10. 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 14/12/2018 at 11:30 Hrs. The bidder or one of his authorized representatives shall be permitted to attend the bid opening.
- (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.

11. PLACE OF OPENING OF TENDER BIDS

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at "Conference Hall, (3rd Floor) Door Sanchar Bhawan, Unit-IX, Bhubaneswar 751022", where BSNL's Tender Opening Officers would be conducting through online e-Tender at 11:30 Hrs. on 14/12/2018. 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.

12. E-TENDERING INSTRUCTIONS TO BIDDERS

The instructions given below are ITI's e-tender portal centric and for e-tenders invited by the Pr. General Manager Telecom District, Bhubaneswar 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 III) 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:

It is a Two Stage bidding system-

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

C. Broad outline of activities from Bidders perspective:

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

D. Digital Certificates

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

E. Registration

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

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

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

ITI / Tender Wizard Help Desk Contact	09438724476 , Office No. 011-49424365 between 10:30 hrs to 18:00 hrs from 14/11/2018 to 13/12/2018 twhelpdesk691@gmail.com
BSNL Contact-1	Shri S. Rath, AGM (HR & Admin) O/o PGMTD Bhubaneswar Tel.No.0674-2542666, Mob.No.9437007500 between 10:30 hrs to 18:00 hrs from 14/11/2018 to 13/12/2018, email id :shantilata.1020@gmail.com
BSNL Contact-2	Shri R.K.Palai SDE (Planning) O/o GMTD BSNL Bhubaneswar, Tel.No.0674-2541244, Mob.No.9438888883 between 10:30 hrs to 18:00 hrs from 14/11/2018 to 13/12/2018, email id :rajeshpalai.bsnl@gmail.com

13. INTIMATION OF CORRECTIONS/MODIFICATIONS TO TENDER DOCUMENT

The correction/modification, if any, in the tender document will be uploaded in the Website i.e. www.orissa.bsnl.co.in and www.tenderwizard.com/BSNL up to 18:00 Hrs of 22/11/2018 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.

14. OTHER INSTRUCTIONS, IF ANY

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

Sl No.	Description
1	Scanned copies 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 and 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 /TDR/PGB) towards cost of EMD/Bid Security
6	Self-Attested Photo copy of valid Goods Service Tax Registration Certificate.
7	No near relative certificate duly filled in and signed, Annexure-D.
8	Scanned copy of Letter of Authorization to Tender Opening Event (TOE) duly filled and signed. Annexure-G.
9	Bidder's profile duly filled in and signed. Annexure-I.
10	Self-Attested Photo copy of Original "Power of Attorney"(Notarized) in case person, other than the Bidder has signed the tender documents (For Companies and Limited Private Firms)
11	Self-Attested Photo copy of "Partnership Deed" duly registered if applicable
12	Self-Attested copy of Declaration of Non - tampering of relevant document required for tender duly filled and signed. Annexure-B.
13	Self-Attested copy of the bidder must have his office at Bhubaneswar as it will be convenient and in the interest of BSNL to get the work done at short notices as and when required
14	Self-Attested copy of Declaration for Downloading the tender Document duly filled in and signed vide Annexure-E.
15	Self-Attested copy of Bid form duly filled in and signed. Annexure-K
16	Self-Attested copy of Clause by clause compliance duly filled and signed. Annexure-C.
17	Self-Attested copy of the Check list duly filled in
18	Self-Attested copy of the Integrity Pact duly filled and signed, Annexure-H.
19	Self-attested copy of Undertaking regarding genuineness of the documents/information submitted duly filled and signed, Annexure-L.
20	Goods Service Tax Return copy of Aug-18 and Sept-18 i.e. GSTR1 & GSTR3B.
21	If TDR/PBG is submitted towards the cost of EMD, the bidder needs to submit the Bid document (as per section-V, Check list/ Requirement) with TDR/PBG original in the Drop Box.

- 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.

- d. 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.
- e. Public Online Tender Opening Event (TOE)
- i. ETS offers a unique facility for "Public Online Tender Opening Event (TOE)" . Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.
 - ii. Every legal requirement for a transparent and secure "Public Online Tender Opening Event" (TOE) has been implemented on ETS. As soon as a Bid is decrypted with the corresponding Pass-Phrase as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual Tender Opening Event is therefore replaced with this superior and convenient form of Public Online Tender Opening Event (TOE).
 - iii. ETS has a unique facility of "Online Comparison Chart" which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.
 - iv. ETS has a unique facility of a detailed report titled "Minutes of Online Tender Opening Event (TOE)" covering all important activities of "Online Tender Opening Event (TOE)". This is available to all participating bidders for "Viewing/ Downloading". There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.
 - v. For further instructions, the vendor should visit the home-page of the e-Tender Portal (<https://www.tendewizard.com/BSNL>).
- Important Note: It is strongly recommended that all bidders should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.*
- vi. The following "**FOUR KEY INSTRUCTIONS FOR BIDDERS**" must be assiduously adhered to:
1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
 2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
 3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
 4. Submit your bids well in advance of tender submission deadline on ETS. There could be last minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.
- vii) Minimum Requirements at Bidders' end to access and use e-Tender Portal:
- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
 - Broadband connectivity.
 - Microsoft Internet Explorer 6.0 or above
 - Digital Certificate(s)
- viii) Helpdesk for Vendors
- Vendors may contact the M/s ITI Limited Helpdesk personnel given in Clause-29(d) of section -III for any type of assistance/help, which they may require while uploading the bids.

SECTION-IVFINANCIAL BIDPRICE SCHEDULE FOR SUPPLYING PHOTOCOPIES BY INSTALLING XEROX MACHINE

SI No	Items	In Rs (In figure)	(In words)
1.	Cost per one copy including all taxes except GST.		

**** Rate should be quote exclusive of GST.**

I have read & understand the tender scheduled the terms & conditions of the tender and also the specification supplied along with the tender scheduled. I undertake to abide by all the provisions contained therein.

Date: _____

Signature _____

Seal of Company _____

Signature of renderer

SECTION-V**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	N/A
1	Scanned copies 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 and 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 /TDR/PGB) towards cost of EMD/Bid Security			
6	Self-Attested Photo copy of valid Goods Service Tax Registration Certificate.			
7	No near relative certificate duly filled in and signed, Annexure-D.			
8	Scanned copy of Letter of Authorization to Tender Opening Event (TOE) duly filled and signed. Annexure-G.			
09	Bidder's profile duly filled in and signed. Annexure-I.			
10	Self-Attested Photo copy of Original "Power of Attorney"(Notarized) in case person, other than the Bidder has signed the tender documents (For Companies and Limited Private Firms)			
11	Self-Attested Photo copy of "Partnership Deed" duly registered if applicable			
12	Self-Attested copy of Declaration of Non - tampering of relevant document required for tender duly filled and signed. Annexure-B.			
13	Self-Attested copy of the bidder must have his office at Bhubaneswar as it will be convenient and in the interest of BSNL to get the work done at short notices as and when required			
14	Self-Attested copy of Declaration for Downloading the tender Document duly filled in and signed vide Annexure-E.			
15	Self-Attested copy of Bid form duly filled in and signed. Annexure-K			
16	Self-Attested copy of Clause by clause compliance duly filled and signed. Annexure-C.			
17	Self-Attested copy of the Check list duly filled in			
18	Self-Attested copy of the Integrity Pact duly filled and signed, Annexure-H.			
19	Self-attested copy of Undertaking regarding genuineness of the documents/information submitted duly filled and signed, Annexure-L.			
20	Goods Service Tax Return copy of Aug-18 and Sept-18 i.e. GSTR1 & GSTR3B.			
21	If TDR/PBG is submitted towards the cost of EMD, the bidder needs to submit the Bid document (as per section-V, Check list/ Requirement) with TDR/PBG original in the Drop Box. (Whether the bid documents are submitted in drop box or not?)			

SECTION-VI
FORMATS FOR
DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES

<i>Sl No</i>	<i>Format Name</i>
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 TRANSPORTATION OF TELECOM STORE / MATERIALS IN BHUBANESWAR
TELECOM DISTRICT

An agreement is entered in between Sri _____ as one part and the Pr. General Manager Telecom District, Bhubaneswar _____ second part on behalf the BSNL on this _____ day of 2018 for Transportation of Telecom Store / Materials under the jurisdiction of Pr. GMTD, Bhubaneswar.

Whereas in response to the tender notice no _____ dtd _____ issued by the Pr. GMTD, Bhubaneswar Sri _____ has been declared successful for Transportation of Telecom Store / Materials in Bhubaneswar Telecom District.

Sri _____ hereby undertakes to carry out the Transportation of Telecom Store / Materials for a period of two 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 Pr. GMTD Bhubaneswar.

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.

Performance Security Deposit for Rs.....- is furnished through of Bank Guarantee/ No. Datefrom Name of the Bank and it is valid upto Dt.....

Signature of contractor

Dy. General Manager (R & A)

O/o Pr. GMTD, Bhubaneswar

Name
Address

Name
Address

Witness 1
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.orissa.bsnl.co.in" or www.tenderwizard.com/BSNL and I have checked up that no page is missing and all pages as per the index are available and no addition/ deletion/correction/tampering has been made in the tender document. In case at any stage, it is found that any addition / deletion / correction has been made, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Place:_____

Date:_____

Signature of bidder/Authorized Signatory

Name _____

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: _____

Signature of the bidder _____

Date: _____

Name 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: _____

(Capacity in which signing)

Place:

Date:

ANNEXURE-E

Declaration for Downloading the tender Document.

I _____ (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website **www.orissa.bsnl.co.in** or **www.tenderwizard.com/BSNL** and no addition/deletion/correction has been made in the entire tender document. In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation.

Date: _____

Signature of bidder _____

Place: _____

Name of bidder _____

(Along with date & Seal)

ANNEXURE-F

PERFORMANCE BANK GUARANTEE (BOND FORM)

1. 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 Pr GMTD, BSNL, BHUBANESWAR certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of THIRTY MONTHS from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We (name of the Bank) _____ further agree with the BSNL that a the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL Against and said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s).
7. We (Name of the Bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated _____

Place _____

Signature: _____

For _____ (indicate the name of the Bank)

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

To

The Pr.GM Telecom District Bhubaneswar
Bhubaneswar - 751 022.

Sub:- Authorization for attending bid opening on _____ (date) in the Tender for Transportation of Telecom Store / Materials in Bhubaneswar Telecom District, Bhubaneswar.

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

Order of Preference	Name	Specimen Signature
I		
II		

Alternate Representative _____

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

Note:

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

ANNEXURE-H
INTEGRITY PACT
Between

Bharat Sanchar Nigam Limited (BSNL)/ hereinafter referred to as "The Principal"
And..... hereinafter referred to as "The bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principals of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1- Commitments of the principal

- (1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a). No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - (b). The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c). The Principal will exclude from the process all known prejudiced person.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions

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

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

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

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

Section 4-Compensation for Damages

- (i). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled is entitled to demand and recover the damaged equivalent to Earnest Money Deposit/Bid Security.
- (ii). If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, or if the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit/ Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the tender.

Section 5- Previous transgression

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

exclusion from the tender process.

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

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

- (i). The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.
- (ii). The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
- (iii). The Principal will disqualify from tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8- External Independent Monitor/ Monitors

1. Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligation under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of the BSNL.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s)/ Subcontractor(s) with confidentiality. Notwithstanding anything contained in the Section, the Bidder(s) /Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s) /Contractor(s) shall not be required to provide any data relating to its other customer, or any personnel or employee related data.
4. The Principal will provide to the Monitor sufficient information about all meeting among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural

Section 9- Pact Duration.

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

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

Section 10- Other Provisions

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

For the Principal

For the Bidder/Contractor

Place.....

Witness 1

Place.....

Witness 2

ANNEXURE-ITENDERER'S PROFILE

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

Sl No	Item	Details
1	Name of the individual tenderer	
2	Name of the person submitting the tender whose photograph is affixed (In case of proprietorship /Partnership firms, the tender has to be signed by proprietor/partner only holding the Power of Attorney to sign the bid, as the case may be)	
3	a. Permanent Address of the tenderer b. Local Address of the tenderer in Bhubaneswar SSA	
4	a. Tel. Nos. with STD code b. email id	Office: Fax: Residence: Mobile No:
5	Registration & incorporation particulars of the tenderer (if other than individual): i) Proprietorship ii) Partnership iii) Private Limited iv) Public Limited (Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law)	
6	Name(s) of the Individual/ Proprietor/ Partners / Directors *	
7	Tenderer's bank, its address and his current account number	
8	PAN No. & Income Tax Circle	
9	Brief description of the work carried out in last two years - 2015-16 and 2016-17 *	
10	Is the firm registered with any Agency / Government? If so, furnish details of registration.	
11	Has the firm been blacklisted by any Organization? If so, attach details thereof. *	
12	Is the Bidder aware of all the Rules and Guidelines of Government on the subject of tender? (Write YES or NO)	
13	GST Registration Number:	

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

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

Date:

Place:

Signature of tenderer /authorized signatory

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

To

The Pr. General Manager Telecom District Bhubaneswar,
Bhubaneswar.751022 (ODISHA)

Sir,

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

*VENDOR CODE (BSNL)	
NAME OF THE CONTRACTOR/FIRM	

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

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.

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

VENDOR MASTER FORM

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

(*) Minimum Required Fields to be Filled by the Company/Vendor. Please Attach copies of the supporting documents.

Title* :

Name* :

Address * :

Town/District* :

City* :

State* :

Postal/Pin code* : Country* :

Contact Details:

Telephone Number : Fax No. :

Email_id :
(Mandatory for E-Tendering)

Name of Contact Person : Mobile No. :

Alternate Contact Person : Mobile No. :

Tax information:

PAN :

GST reg. no. :

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

Tax Registration no. :
 (for Foreign Vendors)

Income Tax Exemption details:

IT exemption no. : IT exemption rate :

IT Exemption date :

IT exemption date from : IT exemption date to :

Excise Details:

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/Bank Details:

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

Type of Account : Savings(10) Current(11)

SWIFT Code (for Foreign Vendors) :

IBAN (for Foreign Vendors) :

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

Industry Status:

Micro/ SSI Status : Yes No

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

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

Company / Vendor Authorized Signatory / Designation

Date:

Company Seal

(For Office Use)

Vendor Account Group : Payment Method :

TDS Type - Invoice : TDS Code - Invoice :

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

ANNEXURE-K

BID FORM

(To be attached with Section-VII A)

To

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

Dear Sir,

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

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

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

c. Name (Bidder or authorized signatory): _____

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

e. Witness

f. Address

ANNEXURE-L

UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION
SUBMITTED

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

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

****** End of Bid document of Tender No.N-149/2018-19 ******

Read, understood , complied & agreed

Signature & seal of bidder with Date