



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

Office of the Telecom District Manager

Balangir - 767001

e-TENDER DOCUMENT FOR

**Repairing of faulty SMPS Power Plant modules
& Control units in Balangir Telecom District**

Tender No: W-44/2018-19/1

Dated: 10.10.2018

Cost of Tender Document: - Rs.590/-

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

Total number of Pages: 36

Read, understood, complied & agreed

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SECTION-I

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

Office of the Telecom District Manager, Balangir 767001

NOTICE INVITING TENDER**e-Tender for Repairing of faulty SMPS Power Plant modules
& Control units in Balangir Telecom District**

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

Sl.	Item	Particulars
1	Tender Notice No & date	W-44/2018-19/ 1 Dated: 10/ 10 /2018
2	Tender item	Repairing of faulty SMPS Power Plant modules & Control units
3	Tender Document can be downloaded from date	10.00 Hrs of 15/10 /2018 To 17.00 Hrs 14 /11 /2018
4	Date of receipt of queries from bidders	Up to 13.00 Hrs of 30/10 /2018
5	Reply of queries by BSNL	Before 15.00 Hrs of 31/10 /2018
6	Last Date of Submission of Tender	15/11 /2018 up to 15.00 Hrs
7	Date & Time of Opening of Tender (Technical Bid only)	16/11 /2018 at 11:00 Hrs
8	Amount of Bid Security as in Section II.	The cost of EMD to be paid through online Banking/RTGS/NEFT as per the Section-I, Para 2(b)
9	Cost of Tender Form	The cost of Tender Form to be paid through online Banking/RTGS/NEFT as per the Section-I, Para 2(b).

Note: In case the last date of opening of bid is declared to be a holiday, date of opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid 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.tenderwizard.com/BSNL & www.odisha.bsnl.co.in and to be submitted in e-format.
- (b) The cost of EMD and cost of Tender Form to be paid through online Banking/RTGS/NEFT as per the following details.

Name of the Bank and Branch	UNION BANK OF INDIA, BALANGIR
Accounts Name	Accounts Officer (Cash), BSNL, O/o TDM Balangir
Account Number	614001010050014
IFC Code	UBIN0561401
Address of the Bank	Radha rani Pada, H R Choudhury Tower, Balangir -767001
MICR Code	000026000
Mail Id	tdmbgr08@rediffmail.com
Telephone No	94372 31599

- (c) The scanned copies of the E-Payment receipt towards EMD/BID security, Cost of bid document has to

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- be uploaded in the e-Tender Portal of M/s ITI.
- (d) Amendments, if any, to the tender document will be notified in the above website as and when such amendments are made. It is the sole responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.
- 3(a) Intending bidders are requested to register themselves with M/s. ITI Limited through the website www.tenderwizard.com/BSNL for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.
- (b) The bidders shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on Web-site (www.tenderwizard.com/BSNL) as per Annexure - E of Section V. 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 The bidder should have experience of Rs1,50,000/- (Rupees One Lakh Fifty thousands) or more in repairing of CDOT Cards/SMPS Power Plant modules/Inverters/EPBT in BSNL/MTNL unit in the last three financial years (2015-16, 2016-17 and 2017-18) taken together. **Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent.**
- 5 BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, bidders or their authorized representatives can attend the Tender Opening Event at the **Conference Hall, 1st Floor, Door Sanchar Bhawan, Balangir 767001** where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).
- 6 Incomplete, ambiguous, Conditional tender bids are liable to be rejected.
- 7 Telecom District Manager, Balangir reserves the right to accept or reject any or all tender bids without assigning any reason and is not bound to accept the lowest tender.
- 8 All documents submitted in the bid offer should be preferably in English. In case the certificate viz., experience, registration etc., is issued in any language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator in addition to the relevant certificate. All computer generated documents should be duly signed by the bidder.
- 9 All statutory taxes as applicable shall be deducted at source before payment.

Cost of bid document (in Rs.)	Estimated cost of tender (in Rs.)	EMD (in Rs.)	Date and time of		
			Download of Tender documents	Submission of Tender documents	Opening of Tender (technical bid only)
590/- Including GST@18%	400000/-	10000/-	10.00Hrs 15/10/2018 17.00Hrs 14/11 /2018	to to 15.00Hrs	up 16/11/2018 at 11.00Hrs

Telecom District Manager
Balangir 767001

Read, understood, complied & agreed

SECTION-II**INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS OF TENDER****1. TERMS:**

- a) "BSNL" or "The Tendering Authority" means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) acting on behalf of the President of India and represented by the Telecom District Manager, Balangir.
- b) "The Bidder" means the individual or firm who participates in this tender & submits its bid.
- c) "The Work Order" means the order placed by the BSNL on the Bidder signed by the Engineer- in-Charge of BSNL including all attachments & appendices thereto and all document incorporated by reference therein. The work shall be deemed as "Contract" appearing in the document.
- d) "The Contract Price" means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.
- e) Site Engineer : Site Engineer shall mean an SDE of the BSNL who may be placed by the Telecom District Manager, BOLANGIR , as in-charge of the work at site at any particular period of time.
- f) "Engineer In-Charge" means the controlling DE/AGM of respective Site Engineer of this Telecom District who is designated as the "Engineer in-Charge" of respective "Site Engineer" as mentioned in the Section -II.
- g) "E-Tender Portal" means the website "www.tenderwizard.com/BSNL" of M/s ITI Limited who is providing e-Tendering solution to BSNL.
- h) "ETS" means the Electronic Tendering System through the e-Tender Portal.
- i) Normal time or stipulated time: Normal time or stipulated time means time specified in the work order to complete the work.
- j) Due date of completion : Due date of completion shall be the date by which the work shall be completed i.e. as mentioned in the work order (W.O.).
- k) Duration of work completion of work : The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.

2. GENERAL CONDITIONS OF TENDER

Name of the Work: Repairing of faulty SMPS Power Plant modules & Control units of Balangir SSA

3. Estimated cost of the tender is Approximately Rs. 4Lakhs
4. NIT No : W-44/2018-19/1 Dated 10/10 /2018
5. The bidder has to apply with tender document, EMD, eligibility documents etc.
6. **ELIGIBILITY CRITERIA:-**
The bidder should have experience of Rs1,50,000/- (Rupees one lakh fifty thousand) or more in repairing of CDOT Cards/SMPS Power Plant modules/Inverters/EPBT in BSNL/MTNL in the last three financial years (2015-16, 2016-17 and 2017-18) taken together. **Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent.**
7. **VALIDITY OF BID:** The validity of bid period is 180 Days from the date of opening of the bids.
8. **SECURITY**

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8.1. Material Security:

- i) The successful tenderer will have to deposit material security of Rs.10,000/- in the form of performance bank guarantee valid for 18 months i.e. up-to and including six months after the period of contract from a Scheduled Bank in the material security bond form provided in the bid document at Annexure-F Section V.
- ii) The PBG is to be submitted within 10 days of issue of LOI. The EMD will be forfeited in the event of failure to do so.

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

10. The Telecom District Manager, Balangir reserves the right to reject one or all of the tenders without assigning any reason thereof.

11. i. The work against this tender will be executed under the overall control of the TELECOM DISTRICT MANAGER, Balangir. The T.D.M., Balangir reserves the right to distribute the works among more than one bidder keeping in view of the vast areas of the two revenue districts.

ii. The successful tenderer will be required to sign an agreement as specified in agreement form with the T.D.M., Balangir for carrying out the aforesaid works for all two districts or as distributed by discretion of T.D.M., Balangir . After a tenderer has been declared successful by the T.D.M., Balangir, the successful tenderer and the T.D.M., Balangir will be the two contracting parties for all purposes.

12. QUANTUM OF WORK

i. The tentative quantity of work depends upon the field requirement from time to time.

ii. The above figures are approximate and the actual work to be carried out may vary as per requirement

13. VALIDITY OF CONTRACT

The contract shall normally be valid for one year from the date of signing of the Agreement with an option of extension for a further period of maximum one year or in part in the same rate, terms and condition.

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

15. In case of any dispute arising out of the contract between the two contracting parties, the decision of the Telecom District Manager, Balangir shall be final and binding.

16. The TDM, Balangir reserves the rights to increase/decrease or delete the scope of work without assigning any reason.

17. WARRANTY

The contractor has to give minimum four month warranty for the items repaired by him. Within the period of warranty the items has to be repaired free of cost. The contractor should carefully go through this warranty clause before quoting the rates. This warranty will be applicable to the contractor for faults occurring within the period of warranty due to bad performance / poor workmanship, defective components or wrong handling of equipments or units etc.

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18. The works against this tender will be executed under the overall control of the Telecom District Manager, Balangir.

19. COST OF BIDDING

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

20. CLARIFICATION ON BID DOCUMENTS

(a) A prospective bidder, requiring any clarification of the Bid Documents shall notify the Tendering authority in writing or FAX or at the Tendering authority's mailing address indicated in the NIT. The Tendering authority shall respond in e-tender portal to any request for clarification of the Bid Documents, which it receives **up to 13:00 hrs of 30/10/2018.**

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

21. 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 IV.** If any one of the above items required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage.

b. Documents in original should be submitted for verification as required by the Tendering Authority.

c. The bidder will verify the genuineness and correctness of all documents and certificates including experiences/performance certificates, submitted by the bidder or any other firm /associates before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

d. As per the requirement of the tender's condition, if any documents/paper/certificate submitted by the bidder is found to be false/fabricated/tampered /manipulated at any stage during bid evaluation or after award of contract, then the bid security (EMD/PBG) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would be taken for banning of business dealing with the defaulting firm. In case contract has already been awarded to the bidder, then PBG would be forfeited and the contract would be rescinded/ annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm. An undertaking to this effect should be submitted by the bidder as per format at **Annexure-L.**

22. 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

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ITI / BSNL- Help Desk Contact	Shri Sanjib Mohapatra, 09937488749,07377708585, between 10:30 hrs to 17:00 hrs E-mail: twhelpdesk404@gmail.com
BSNL Contact-1	K Singh, AGM (Plg), O/o TDM, BSNL, Balangir Mob: 9437962555, E-Mail :agmbgrod2@gmail.com LL 06652-234567
BSNL Contact-2	M K Jagadev, SDE (Plg), O/o TDM, BSNL, Balangir Mob: 9437002400, E-Mail: sdeplbgr@gmail.com LL 06652-230100

23. PREPARATION OF BID DOCUMENTS - TECHNICAL BID & FINANCIAL BID

It is a two bid system and the bid prepared by the bidder shall comprise Technical Bid and Financial Bid and should be prepared as per Clause .29 of this Section.

24. BID FORMS

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

25. BID PRICE

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

26. 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 should be given along with bid document.

27. A. BID SECURITY/EMD

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

B.FORFEITURE OF BID SECURITY/EMD

The Bid Security/EMD may be forfeited

- (a) If the successful bidder backs out to accept the tender and/or does not deposit the Material security deposit or
- (b) The successful bidders do not come for execution of agreement after deposit of material security deposit within the scheduled time;
- (c) Withdraws his bid during the period of bid validity specified by the bidder in the bid form;
- 28. FORMAT AND SIGNING OF BID**
- (a) The bid shall contain no interlineations, erasures or overwriting, except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the persons signing the bid.
- (b) The over writing / erasures in the bid made by the bidder shall be signed by the person signing the bid.

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- (c) The letter of authorization shall be indicated by written power-of-attorney, if any, accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid.

29. PREPARATION & SUBMISSION OF BIDS :

I. Contents of the Bid:

The bid contains three parts -

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

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

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

II. SUBMISSION OF BIDS:

- a. All the clauses of the bids must be complied with and price bids must be quoted online by the bidders before the locking/closing time of the bid that is **15:00 Hrs of 15/11 /2018.**
- b. Scanned documents wherever necessary are to be uploaded in the appropriate places of the e-tender portal.
- c. **The bidder can bid through the user-id allotted to him by M/s ITI in e-Tender Portal along with requisite Earnest Money Deposit (EMD) and cost of Tender Paper.**
- d. If any one of the document required to be submitted as referred to in Clause 21 of this Section is found to be wanting, the concerned bid shall be rejected at the opening stage itself.
- e. 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. Extension made will be notified in the website.

30. 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.

31. 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 16 /11 /2018 at 11:00 Hrs.** The bidder or one of his authorized representatives shall be permitted to attend the bid opening. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening as per Annexure - G. The bidders can view the opening details after the Tendering Authority opened them.
- (b) The bidder or his representative, who is present, shall sign in tender opening register
- (c) The date fixed for opening of bids, if subsequently declared as holiday by BSNL, the revised date of schedule will be notified in the e-Tender Portal. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.
- (d) Technical bids will be evaluated by the Tendering Authority and after completion of the technical Evaluation; the eligible bidders list for the financial bid opening will be made available in the e-Tender Portal.

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- (e) Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.

32. PLACE OF OPENING OF TENDER BIDS

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at "Conference Hall, (1st Floor) Door Sanchar Bhawan, Balangir 767001", where BSNL's Tender Opening Officers would be conducting through online e-Tender at **11:00 Hrs. on 16/11 /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.

33. PRELIMINARY EVALUATION

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

34. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

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

35. 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.

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36. Award of contract & Work:

- a) The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially responsive, eligible and accepted. Normally the bid of the tenderer who quotes the lowest rate (as mentioned in financial bid) will be accepted as L1 on the basis of the cost to the company.
- b) However the BSNL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders.
- c) The BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL Balangir Telecom District.
- d) The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- e) The EMD of the unsuccessful bidders will be refunded after finalization of the tender process.
- f) Performance security will be refunded after six months from date of expiry of the agreement period of one year and extended period if any and after completion of all works awarded during the contract period satisfactorily.

37. Specification or work:

- i. Repair of faulty power plant modules and the control unit of SMPS power plant and Inverters and EPBTs include replacement of faulty parts. The required spare parts / components should be arranged by the contractor himself, at his own cost to make the P/P modules / Control Panels / Inverter / EPBT perform satisfactorily.
- ii. Replacing the components from one unit to another (P/P modules / Control Panels / Inverter / EPBT) and rendering the unit (P/P modules / Control Panels / Inverter / EPBT) unserviceable is prohibited. Contractors will be held responsible. They should make good by providing a module. The contractor should keep sufficient spare parts / components for ready replacement in order to adhere to the time schedule.
- iii. The spare used for repair must be reliable and of good quality. **The quality of repair should be warranted for a minimum period of 04 (four) months and the warranty period should be clearly mentioned in the specified format while quoting the rates.** If the repaired Equipment/units go out of order within four months, he has to repair the same free of cost. **The Contractor/Firm will put a sticker with the date of repair on the repaired equipment to keep note of the guarantee period.**
- iv. The work will be awarded to the approved firm / contractor through Work Order by the officer nominated by the TDM.
- v. Records of all the repaired P/P modules and control unit of SMPS power plant like number, make, serial number, date of issue for repair, date of receipt after repair and the type of fault etc., are to be submitted along with the bill duly countersigned by the concerned SDE / AGM.
- vi. Repair of P/P modules and the control unit of SMPS power plant, Inverters etc. are to be done at the Telephone Exchange / BTS site where they are installed. However EPBTs can be repaired at the Headquarters of the concerned SDE or at a centrally located place depending upon the volume of the work and as ordered by the field officer. No extra amount will be paid by the Department towards the cost of traveling expenses incurred by the contractor for such places/ Headquarters of concerned SDEs.
- vii. The Contractor/Firm has to repair all the equipments so received within 7 (seven) days positively.

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- viii. Failure to complete the work within the stipulated date will involve penalty @ 0.5% per week on the value of the work order up to ten weeks and @ 1% per week for next ten weeks after schedule time. Upto maximum of cost of repair of the card.
- ix. The performance of the equipment should be tested by concerned SDE and necessary certificate will be given by him over Delivery Challan & Bill.
- x. No module should be declared RNP unless otherwise PCBs are burnt which should be certified by the concerned SDEs as the case may be.

In case of unjustified RNP by the Contractor a penalty of Rs. 5000/- per 25 AMP modules & Rs. 7500/- per 100 AMP module and Rs. 5000/- per Control Unit will be charged.

- xi. The contractor has to put a sticker on the repaired items showing the date of repair and name of the contractor positively.

38. SIGNING OF CONTRACT AGREEMENT:-

The successful tenderer shall be required to execute an agreement on a non-judicial stamp paper of Rs 100/- (Rupees One Hundred only) at his own cost as per the enclosed proforma within 10 (Ten) days from the date of deposit of PSD in this office. In the event of failure of the tenderer to sign the agreement within 10(Ten) days of being called upon to do so after depositing required PSD, or in the event of his failure to start the work as stipulated in the work order, then the amount of PSD. (Performance Security Deposit) in the form of Bank Guarantee, shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked..

39. PREPARATION & SUBMISSION OF BILL

- I. The Contractor will prefer the bills with necessary certificate by the concern SDOP/SDOT within a period of 15days after completion the work.
- II. Payment will be made against the bill preferred by the contractor. The bill will have to be submitted in triplicate and shall be accompanied with a pre-receipt and bank account number. Delay in submission of bill for the completed work will be at the risk of the contractor and TDM, Balangir will not be responsible for any with holding / non-payment of bills due to any reason in future.
- III. Payments will be made through NEFT/RTGS/Account payee cheque drawn on BSNL banker Bhubaneswar. The TDM, Balangir will not bear any collection charges, if required.
- IV. GST as applicable from time to time will be deducted from the billed amount. For this purpose, the contractor should have a valid GST Registration.
- V. The details of GST deposited by the contractor must be submitted with the next bill i.e. GST claimed by the contractor in a bill should be deposit to the Tax Authorities and the proof of deposit must be annexed in the subsequent / next bill.

40. DISPUTES IN TENDER FINALIZATION:

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

41. DISQUALIFYING CLAUSE:

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

Read, understood, complied & agreed

42. Termination of Contract by BSNL

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

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

- a. The time allowed for completion of work as entered in the work order shall be strictly adhered to by the contractor and shall be reckoned from the seventh day from the issue of the work order by BSNL.
- b. The contractor shall pay as penalty @0.5% per week on the value of the work order up to ten weeks and 1%per week for next ten weeks after schedule time up to maximum of cost of repair of the card
- c. On any date the penalty payable as above reaches 10 % of the estimated cost of the work the contractor should proceed with the work further only on getting a written instruction from the concerned DE, that, he is allowed to proceed further with the work.
- d. Penalty for delay in completion in work shall be recoverable from the bill of the contractor and/or by adjustment from the SD or from the bill of any other contract of BSNL.

44. PERIOD OF VALIDITY OF BIDS

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

Read, understood, complied & agreed

45. 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.

46. Force Majeure:

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

47. Arbitration:

- a. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of TDM Balangir or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the TDM Balangir or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the TDM Balangir of BSNL, Odisha shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Contractor will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment there of or any rules made thereof.
- b. The venue of Arbitration proceeding shall be Office of TDM Balangir, Door Sanchar Bhawan, Balangir or such other place as the arbitrator may decide.
- c. The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

48. Set Off:

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

Read, understood, complied & agreed

- b. In the event of said security deposit being insufficient, the balance of total amount recoverable as the case may be shall be deducted from any such due to the service provider under this or any other contract with BSNL. Should this amount be insufficient to cover the said full amount recoverable, the service provider shall pay to BSNL on demand the balance amount, if any, due to BSNL within 30 days of the demand by BSNL.
- c. If any amount due to the company is so set off against the said security deposit, the service provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

49. REJECTION OF BID

The bid will be rejected in case of:-

- i. Bid quoted with conditional rates.
- ii. Non-submission of bid security
- iii. Late submission of bid
- iv. Non-acceptance of correction of price As per Clause 34 (c)

50. DEBARRING CONDITIONS

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

51. E-TENDERING INSTRUCTIONS TO BIDDERS

The instructions given below are ITI's e-tender portal centric and for e-tenders invited by the Telecom District Manager, Balangir 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.).
- c) It is advised that all the documents to be submitted (Section IV) 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.
- d) 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.

Read, understood, complied & agreed

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>].

E. Registration

- a. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified.
- b. 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.
- c. 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 / BSNL Help Desk Contact	Shri Sanjib Mohapatra, 09937488749,07377708585, between 10:30 hrs to 17:00 hrs E-mail: twhelpdesk404@gmail.com
BSNL Contact-1	K Singh, AGM (Plg), O/o TDM, BSNL, Balangir Mob: 9437962555, E-Mail : agmbgrod2@gmail.com LL 06652-234567
BSNL Contact-2	M K Jagadev, SDE (Plg), O/o TDM, BSNL, Balangir Mob: 9437002400, E-Mail: sdeplgbgr@gmail.com LL 06652-230100

52. INTIMATION OF CORRECTIONS/MODIFICATIONS TO TENDER DOCUMENT

The correction/modification, if any, in the tender document will be uploaded in the Website i.e. www.odisha.bsnl.co.in and [www.tenderwizard.com/BSNL up to 18:00](http://www.tenderwizard.com/BSNL_up_to_18:00) Hrs of 22/10/2018 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.

Read, understood, complied & agreed

53. OTHER INSTRUCTIONS, IF ANY

- a. The documents as specified in Checklist / Requirement (section -IV) should be submitted online by uploading in the e-Tender portal:
- b. **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 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.tenderwizard.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:
 - Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
 - Register your organization on ETS well in advance of your first tender submission deadline on ETS.

Read, understood, complied & agreed

- Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
 - 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 Bidders**
- Bidders may contact the M/s ITI Limited Helpdesk personnel given in Clause-22(d) of section -II. for any type of assistance/help, which they may require while uploading the bids.

Read, understood, complied & agreed

SECTION -III**FINANCIAL BID**

Rates for repair of faulty SMPS Power Plant Modules & its Control Units, Inverter and EPBTs of all type of make. Rate should be including all the Taxes, such as Income Tax, Sales Tax, Transportation charges & cost of spare parts. Repairing warranty should be of four months. Within the warranty period, repairing is to be done free of cost.

Sl No.	Description of item	Unit	Rate (In Rupees)	
			In Figure	In Words
1	100 Amp SMPS Module*	Each		
2	25 Amps/50 Amps SMPS Module *	Each		
3	Control Unit of 50 Amps/100 Amps SMPS P/P	Each		
4	1 KVA / 2 KVA Inverter (any Make)	Each		

*P/P MODULES OF ALL MAKES & Types

Note 1. The evaluation and comparison of responsive bids shall be done on the basis of following criteria based on rates quoted in financial bid as per mentioned for each items as below :

$L \text{ Factor} = \text{Sl No.1} \times 20 \text{ units} + \text{Sl No.2} \times 5 \text{ units} + \text{Sl No.3} \times 5 \text{ units} + \text{Sl No.4} \times 1 \text{ unit}$

(Sl No- Refers to rate quoted by the bidder for the item mentioned against each serial number)

Lowest bidder will be decided on the basis of lowest 'L' factor.

Read, understood, complied & agreed

SECTION-IV**CHECK LIST / REQUIREMENTS****A. Documents required to be submitted through e-Tender Portal**

SI No.	Description	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
		Y	N	NA
1	Scanned copies of all pages of Tender document signed by the tenderer or Authorized Person on all pages along with seal			
2	Self-Attested Photo copy of PAN Card and IT return for financial year 2016-17/ Assessment year 2017-18			
3	Self-Attested Photo copy of Experience Certificate			
4	Self Attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of Tender Paper			
5	Self attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of EMD/Bid Security			
6	Self-Attested Photo copy of valid GST 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 in and signed. Annexure-G			
9	Tenderer's profile duly filled in and signed. Annexure-I			
10	Self-Attested Photo copy of Original "Power of Attorney" in case person other than the tenderer has signed the tender documents			
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 Declaration for Downloading the tender Document duly filled in and signed vide Annexure-E.			
14	Self-Attested copy of Bid form duly filled and signed. Annexure-K			
15	Self-Attested copy of Clause by clause compliance duly filled in and signed. Annexure-C			
16	Self-Attested copy of the Check list duly filled in			
17	Self-Attested copy of the Integrity Pact duly filled in and signed. Annexure-H			
18	Self attested copy of Undertaking regarding genuineness of the documents/information submitted duly filled in and signed. Annexure-L			

Read, understood, complied & agreed

B.

Sl No.	Description	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
		Y	N	NA
1	Whether all the scanned documents as required are uploaded in the E-Tender Portal?			
2	Whether Financial Bid quoted in e-Tender Portal.			
3	Whether the corrections if any has been encircled and fresh entry mode and signed by the authorized signatory? (No over writing is permissible).			
4	Whether the offer is conditional? (All conditional offers will be rejected.)			
5	Whether the scanned copy of the computerized receipt of payment made through online/NEFT/RTGS for cost of Bid Document/ EMD and Power of Attorney has been uploaded in the E-tender portal.			
6	Whether Check List/Requirements submitted?			

Read, understood, complied & agreed

SECTION-V

FORMATS FOR
DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES

SL. No.	Format Name	Page No
1.	ANNEXURE-A: AGREEMENT (Sample Format)	23
2.	ANNEXURE-B: DECLARATION OF NON TAMPERING OF TENDER DOCUMENT	24
3.	ANNEXURE-C: DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE	25
4.	ANNEXURE-D: NO NEAR RELATIVES CERTIFICATE IN BSNL	26
5.	ANNEXURE-E: DECLARATION OF DOWNLOADING OF TENDER DOCUMENT.	27
6.	ANNEXURE-F: PERFORMANCE BANK GUARANTEE (BOND FORM)	28
7.	ANNEXURE-G: LETTER OF AUTHORISATION FOR ATTENDING BID OPENING	29
8.	ANNEXURE-H: INTEGRITY PACT	30-32
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11.	ANNEXURE-K: BID FORM	35
12.	ANNEXURE-L:UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED	36

Read, understood, complied & agreed

ANNEXURE-A

AGREEMENT (Sample Format)

**AGREEMENT FOR REPAIRING OF FAULTY SMPS POWER PLANT MODULES
& CONTROL UNITS IN BALANGIR TELECOM DISTRICT**

An agreement is entered in between Sri _____ as one part and the Telecom District Manager, Balangir _____ second part on behalf the BSNL on this _____ day of 2018 for Repairing of faulty SMPS Power Plant modules & Control units in Balangir Telecom District

Whereas in response to the tender notice no _____ dtd_____ issued by the TDM, Balangir Sri _____ has been declared successful for Repairing of faulty SMPS Power Plant modules & Control units in Balangir Telecom District

Sri _____ hereby undertakes to carry out the work of OF Cable laying works in the zone no for a period of one year (w.e.f:) starting from the date of execution of the agreement of the rate as per the tender final list in his favour according to the terms and conditions laid down in the tender document.

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

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

**Telecom District Manager
O/o TDM, Balangir**

Name
Address

Name
Address

Witness 1
Name
Address

Witness 2
Name
Address

Read, understood, complied & agreed

ANNEXURE-B

Declaration of Non tampering of tender document

I, Sri/Smt/M/s _____(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website “http://www.odisha.bsnl.co.in” or **www.tenderwizard.com/BSNL** and I have checked up that no page is missing and all pages as per the index are available and no addition/ deletion/correction/tampering has been made in the tender document. In case at any stage, it is found that any addition / deletion / correction has been made, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Place: _____

Date: _____

Signature of bidder/Authorized Signatory

Name _____

Seal of the bidder: _____

Read, understood, complied & agreed

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 _____

Read, understood, complied & agreed

ANNEXURE-D

NO NEAR RELATIVES CERTIFICATE IN BSNL

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

DECLARATION

I/We _____ S/o _____
_____ resident of _____

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

Signature of the bidder _____

Name : _____

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

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

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

Signature of the bidder _____

Name : _____

(Capacity in which signing)

Place:

Date:

Read, understood, complied & agreed

ANNEXURE-E

Declaration for Downloading the tender Document.

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

Date: _____ Signature of Tenderer _____

Place: _____

Name of Tenderer _____

(Along with date & Seal)

Read, understood, complied & agreed

ANNEXURE-F
PERFORMANCE BANK GUARANTEE (BOND FORM)

1. In consideration of the CMD (hereinafter called "the BSNL") having agreed to exempt _____ (hereinafter called the "Contractor(s) ") from the demand, under the terms and conditions of an agreement/Tender No. Dated _____ made between Telecom District Manager, BSNL, Balangir and _____

_____ for Repairing of faulty SMPS Power Plant modules & Control units in Balangir Telecom District. (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 Rs _____ (Rupees _____) only.

2. 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 Rs _____ (Rupees _____) only 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.

3. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the BSNL by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(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 BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____ (Rupees _____) only.

4. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending 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.

5. 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 Telecom District Manager, Balangir certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of one and half year from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

6. We (name of the bank) _____ further agree with the BSNL that 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 the 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.

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

8. 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 _____

Read, understood, complied & agreed

Signature For _____
(indicate the name of the Bank with stamp)

ANNEXURE-G

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

To
The Telecom District Manager, BSNL
O/o Telecom District Manager
Balangir 767001

Sub: Authorization for attending bid opening on _____ (date) in the Tender
for Repairing of faulty SMPS Power Plant modules & Control units in Balangir Telecom District, Balangir.

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.

Read, understood, complied & agreed

ANNEXURE-H**INTEGRITY PACT****Between**

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

And

..... hereinafter referred to as “The Bidder/Contractor”

Preamble

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

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

Section 1- Commitments of the principal

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

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

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

Read, understood, complied & agreed

(d). The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outline above or be an accessory to such offences.

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

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

Section 4-Compensation for Damages

(i). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damaged equivalent to Earnest Money Deposit/Bid Security.

(ii). If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, or if the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit/ Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the tender.

Section 5- Previous transgression

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

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

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

(i). The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.

(ii). The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.

(iii). The Principal will disqualify from tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8- External Independent Monitor/ Monitors

1. Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligation under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of the BSNL.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s)/ Subcontractor(s) with confidentiality.

Notwithstanding anything contained in the Section, the Bidder(s) /Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s) /Contractor(s) shall not be required to provide any data relating to its other customer, or any personnel or employee related data.

Read, understood, complied & agreed

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 intensions.

For the Principal

For the Bidder/Contractor

Place.....

Witness 1:

Date.....

Witness 2:

Read, understood, complied & agreed

ANNEXURE-I
TENDERER'S PROFILE

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

Sl#	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	Address of the tenderer	
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	GSTIN No., PAN No. & Income Tax Circle	
9	Brief description of the work carried out in last three years 2015-16 2016-17 and 2017-18	
10	Is the firm registered with any Agency / Government? If so, furnish details of registration.	
11	Has the firm been blacklisted by any Organization? If so, attach details thereof. *	
12	Is the Bidder aware of all the Rules and Guidelines of Government on the subject of tender? (Write YES or NO)	
13	EPF Registration Number: ESI Registration Number: GST Registration Number: Labour Registration Number:	

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

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

Place:

Signature of tenderer /authorized signatory

Date:

Name & Seal of the tenderer

Read, understood, complied & agreed

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

To

The Telecom District Manager, Balangir,
Balangir 767001

Sir,

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

Sl#	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.

Read, understood, complied & agreed

ANNEXURE-K

BID FORM

(To be attached with Section-VII A)

To

**The Telecom District Manager,
Door Sanchar Bhawan,
Balangir - 767001**

Dear Sir,

- 1) Having the conditions of contract and services to be provided the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide the same in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2) We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
- 3) If our Bid is accepted, we will obtain the guarantees of a Nationalized/ Scheduled Bank for a sum not exceeding Rs 10,000/- of the contract sum for the due performance of the Contract.
- 4) We agree to abide by this Bid for a period of **180** days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at 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

Read, understood, complied & agreed

ANNEXURE-L

UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED

I, Shri/Smt Son/Daughter of Shri do hereby undertake that all the documents / certificates submitted by me with this tender (tender for repairing of faulty SMPS Power Plant modules & Control units in Balangir Telecom District) are true and are exact copies of the original documents/certificates are available with me.

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

Place:

Signature of tenderer /Authorised signatory

Read, understood, complied & agreed