



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

Office of the General Manager Telecom District, Cuttack

E-TENDER DOCUMENT FOR
Procurement of FTTH Related items of Cuttack BA

No. PLG/E-tender/FTTH Items/2019-20/4

Dated 25.04.2019 at Cuttack

Cost of E-Tender Document: - 590/-

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

Total number of Pages: -34

Read, understood , complied & agreed

Signature & seal of bidder with Date

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Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-I
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
Office of the General Manager, Telecom District, Cuttack
NOTICE INVITING TENDER

1 E-tender is invited by GMTD, BSNL, Cuttack on two bid system from Individuals/Companies/Firms registered in India fulfilling the eligibility conditions, as per tender document, of e-tender document for procurement of FTTH Related items of Cuttack BA

| SI No | Item | Particulars |
|-------|---|--|
| 1 | Tender Notice No & date | No. PLG/E-tender/FTTH Items/2019-20/4 dtd. 25.04.2019 |
| 2 | Tender item | E-tender document For procurement of FTTH Related items of Cuttack BA |
| 3 | Tender Document can be downloaded from date | 27.04.2019 |
| 4 | Date of receipt of queries from bidders | Up to 17.00 Hrs of 04.05.2019 |
| 5 | Reply of queries by BSNL | Before 17.00 Hrs of 10.05.2019 |
| 6 | Last Date of Submission of Tender | 17.05.2019 up to 17.00 Hrs |
| 7 | Date & Time of Opening of Tender (Technical Bid only) | 20.05.2019 at 11:00 Hrs |
| 8 | Amount of Bid Security/EMD | Rs 29,400.00 (Rupees twenty nine thousand four hundred only) i.e The cost of EMD should be paid in the form of Demand Draft drawn from any Nationalized/Scheduled Bank or Bank FDR in favour of AO (Cash) O/o GMTD BSNL Cuttack or through online Banking/RTGS/NEFT as per the Section-I, Para 2(a) |
| | Cost of Tender Form | 590/- (Rupees five hundred ninety only) - Non- Refundable. The payment will be accepted in form of crossed DD drawn on any nationalized / scheduled bank in favour of A.O. (Cash), BSNL, O/o GMTD, Cuttack & payable at Cuttack or E-payment as per instruction of clause 2(a) of Section-1 |

Note:- 1 Exemption in Cost of Tender Document and EMD under MSME & NSIC is permitted, if the registration of MSME certificate is done for telecom service activities, showing validity period, monetary limit with other eligibility condition as per MSME provision, only Udyoga Adhar registration will not be considered for availing any exemption

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

| | |
|------------------------------------|--|
| Name of the Bank, Branch & address | Union Bank of India, Madhupatna, Link Road Cuttack |
| Accounts Name | A.O. (Cash), BSNL,O/o GMTD Cuttack |
| Account Number | (CA) 514201010032115 |
| IFSC Code | UBIN0551422 |
| MICR Code | 756026004 |
| Mail Id : | ssb1351@gmail.com |
| Contact No | 0671-2304440, 9437082288 |

Read, understood , complied & agreed

Signature & seal of bidder with Date

The scanned copies DDs / E-Payment receipt towards EMD/BID security, Cost of bid document have to be uploaded in the e-Tender Portal of tenderwizard.

- 2(b) Amendments, if any, to the tender document will be notified in the above website as and when such amendments are made. It is the sole responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.
- 3(a) Intending bidders are requested to register themselves with M/s. ITI Limited through the website www.tenderwizard.com/BSNL for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.
- 3(b) BSNL has decided to use the process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.
- 3(c) Bidders may note that the tender document can be downloaded from the website www.tenderwizard.com/BSNL or following the “Tenders” link of the website www.odisha.bsnl.co.in or <https://eprocure.gov.in/cppp>
- 3(d) The bidders shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on Web-site (www.tenderwizard.com/BSNL) as per **Annexure –B of Section VII**
- 3(e) In case of any correction/ addition/ alteration/omission is found in the tender document; the tender bid shall be treated as non-responsive and shall be rejected.
- 4(a) The bidder should have experience certificate of any supply of telecom materials work in BSNL/MTNL/Other PSUs/Central Govt/State Govt of minimum Rs. 5,14,500.00 taken together during last three financial year (2016-17, 2017-18 & 2018-19) and current year. Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent. Experience certificate issued by any TDE or equivalent duly countersigned by an officer not below the rank of DGM will also be considered.
- 4(b)The documents as listed out in **Section VI** should be uploaded in the E-Tender Portal. 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.
5. **Eligibility Criteria:-** The bidder should have the following eligibility
 - a) Self attested copy of Firm Registration (if applicable), b) Experience as per clause 4(a), b) valid PAN card & upto date Income Tax return, c) valid GSTIN registration & proof of latest return of GSTR-1
- 6 BSNL has adopted e-tendering process which offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. BSNL’s Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, bidders or their authorized representatives can attend the Tender Opening Event at the **Room No. 208, 1st Floor Doorsanchar Bhawan, Link Road, Cuttack-753012** where BSNL’s Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).
- 7 Incomplete, ambiguous, Conditional tender bids are liable to be rejected.
- 8 General Manager Telecom District Cuttack reserves the right to accept or reject any or all tender bids without assigning any reason and is not bound to accept the lowest tender.
- 9 All documents submitted in the bid offer should be preferably in English. In case the certificate viz., experience, registration etc., is issued in any language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator in addition to the relevant certificate. All computer generated documents should be duly attested/signed by the issuing organization.
- 10 All statutory taxes as applicable shall be deducted at source before payment.
11. Each bidder must have to create customer ID in marketing section (in case of new bidder) and submit to receive document fee and EMD as per GSTIN requirement in ERP.

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-II

Tender Details

| ITEM of Works | Estt. Cost (Amount in Rs.) | EMD / BID Security Amount (In Rs.) | PBG Amount (In Rs.) | Tender Paper Cost (In Rs.) |
|---|-------------------------------|---|---------------------------|----------------------------------|
| E-tender document For procurement of FTTH Related items of Cuttack BA | 14,70,000.00 | 29,400.00 | 73,500.00 | 590.00 |

Note 1: The quantities stated above are estimated and BSNL reserve the right to vary the quantity to the extent of -25% to + 25% of the specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

Issue of work order:- AGM (MM), Cuttack. The work order will be issued by AGM (MM) or any other officer as decided by the head of SSA

1. Payment terms:

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

1.1 The Payments due to the contractor / vendor will be effected preferably through Electronic Clearing scheme (ECS) or Electronic Fund Transfer method (EFT) directly to the Bank account of the contractor / vendor. Contractor / Vendor should submit the mandate form/Vendor creation duly filled and signed with a Cancelled / Photo Copy of the Cheque leaf along with the performance security Bond / Agreement on receipt of the Advance Purchase order.

(i) Vendor will submit the bills in duplicate

(ii) Proof of GST paid challan

(iii) While raising invoice, vendor/bidder is to mentioned BSNL GSTIN number invariable in bills.

(iv) Bidder/vendor have to upload GSTR1 against BSNL GSTIN.

(v) GSTIN return to be filled as per schedule GST provisions.

1.2 The bidder has to give the mandate for receiving the payment electronically and the charges, if any, levied by bank has to be borne by the bidder/contractor/vendor. The bidder company are required to give the following information for this purpose :-

i. Beneficiary Bank Name :

ii. IFSC Code of Beneficiary Branch:

iii. Beneficiary Account No.:

iv. Branch Serial No. (MICR No.) :

2.0 Evaluation Criteria:

Financial evaluation will be done on Grand total of weighted Average.

(The evaluation of **Financial Bid** will be done on composite basis taking total service requirements and the rates quoted against each components of work in to consideration as per **Financial Bid, Section-V.**)

The L-1 bidder will be allotted 60% of the quantity tendered at the approved rate, L-2 bidder 40%.

If L-2, L-3... bidders are not accepting the L-1 approved rate, it will be offered to next two lower bidders i.e. L-4 & L5 & so on. If no bidder agrees for L1 rate full quantity will be ordered on L-1 bidder.

If any only one bidder accepts the L-1 rates then the ratio of Quantity offered to the L-1 bidder & L-2 or L3 bidder accepting the L-1 rate will be 60: 40.

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

3.0 Period of Contract:

Initially period of contract will be for **1 year**. Based on the field performance certificate validity of contract can be extended for a further period of up to maximum 6 months with an additional increase of maximum 25 % of the estimated cost.

4.0 Amendments/Modifications to bid documents if any will be hosted on our website www.tenderwizard.com/BSNL 10 days prior to the date of bid opening

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION - III

SCOPE OF WORK

- Specification:-**
- 1 SC/APC-SC/APC Patch cord:- Make- Any
 2. SC/UPC-SC/UPC Patch cord:- Make- Any
 3. 2 Way Termination Box: Make – Any
 4. 4 Way Termination Box: Make- Any
 5. 1:2 Optical Splitter :- Make – Any

The contractor has to supply the exact specified brand/make items of specified quantity as per work order issued. No similar type of item will be accepted.

REQUIREMENT OF FTTH ITEMS

| Sl | Name of the FTTH item with specification | Approx Qty to be procured |
|-----------|---|----------------------------------|
| 1 | 1:2 Optical Splitter | 2200 |
| 2 | Customer end closure (2 way) size 8"x 4"x 1" | 3600 |
| 3 | Field unit closure (4 way) 10"x7"x1" | 3300 |
| 4 | SC/APC-SC/APC Patch cord– 5 Mtr length | 1800 |
| 5 | SC/UPC-SC/UPC Patch cord– 5 Mtr length | 1800 |

N.B:- The quantity may vary as per requirement within limited tender value

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-IV
INSTRUCTIONS TO BIDDERS & CONDITIONS OF TENDER

1. 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 General Manager Telecom District, Cuttack.
- 1(b) "The Bidder" means the individual or firm who participates in this tender & submits its bid.
- 1(c) "The Work Order" means the order placed by the BSNL on the Bidder signed by the Engineer-in-Charge of BSNL including all attachments & appendices thereto and all document incorporated by reference therein. The work shall be deemed as "Contract" appearing in the document.
- 1(d) "The Contract Price" means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.
- 1(e) "Site Engineer" means the concerned Sub-Divisional Officer (Phones) or Sub-Divisional Officer (Telegraphs).
- 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.
- 1(i) "Customer ID" means: - An ID to be created by each bidder at marketing section to enable to BSNL for receiving of tender document fee & EMD.

2. SERVICES TO BE PROVIDED

As per Section-III

3. ELIGIBLE BIDDERS

As per clause-5 of DNIT, Section-I

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

4. COST OF BIDDING

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

5. BID DOCUMENT

Bid document includes the following Sections:

| Sl No | Description | SECTION NO |
|-------|--|------------|
| 1 | NOTICE INVITING TENDER | I |
| 2 | TENDER DETAILS | II |
| 3 | SCOPE OF WORK & SCHEDULE OF SERVICE REQUIREMENTS | III |
| 4 | INSTRUCTIONS TO BIDDERS & CONDITIONS OF TENDER | IV |
| 5 | FINANCIAL BID | V |
| 6 | CHECK LIST OF DOCUMENTS | VI |
| 7 | LIST OF ALL TYPE OF FORMATS | VII |

6. CLARIFICATION ON BID DOCUMENTS

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

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

7. DOCUMENTS TO BE SUBMITTED FOR BID

- a) The details of documents to be submitted through online in e-Tender Portal are as detailed at **Section VI**. If any one of the above items required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- b) Documents in original should be submitted for verification as required by the Tendering Authority.
- c) The bidder will verify the genuineness and correctness of all documents and certificates including experiences/performance certificates, submitted by the bidder or any other firm /associates before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.
- d) As per the requirement of the tender's condition, if any documents/paper/certificate submitted by the bidder is found to be false/fabricated/tampered /manipulated at any stage during bid evaluation or after award of contract, then the bid security (EMD/PBG/SD) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would be taken for banning of business dealing with the defaulting firm/individual. In case contract has already been awarded to the bidder, then PBG/SD would be forfeited and the contract would be rescinded/ annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm/individual. An undertaking to this effect should be submitted by the bidder as per format at **Annexure-J of Section-VII**.

8. AMENDMENT TO BID DOCUMENT

- 8(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.
- 8(b). The amendments shall be notified in the E-Tender Portal and these amendments will be binding on them.
- 8(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.
- 8(d). It is the sole responsibility of the bidder to confirm from the E-Tender Portal and/or from the following contacts regarding amendments, if any, or any other clarifications before uploading of the tender document

| | |
|-------------------------------------|--|
| ITI Tender Wizard Help Desk Contact | <i>Shri Sanjib Mohapatra, 09937488749,07377708585, between 10:30 hrs to 17:00 hrs from 27.04.2019 to 17.05.2019 twhelpdesk404@gmail.com</i> |
| BSNL Contact-1 | <i>Sri A.K. Giri, AGM (NW-PLG-CFA) O/o GMTD Cuttack Tel.No.0671-2304440, Mob.No. 9437082288 between 10:30 hrs to 17:00 hrs from 27.04.2019 to 17.05.2019.</i> |

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

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

10. 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 scanned documents of the same in e-Tender Portal.

11. BID PRICE

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

12. COMPLIANCE

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

13. A. BID SECURITY/EMD

- a) The bidder must deposit the amount as Bid Security vide **Section -II**. The Bid Security shall be submitted in the form of Demand Draft purchased after the date of NIT. The bid security/EMD shall be in the form of crossed DD of amount as stated in **Section II** from any Nationalized / Scheduled bank drawn in favour of AO (Cash), O/o GMTD BSNL Cuttack payable at Cuttack. The payment can also be made through online banking/RTGS/NEFT, as **per clause 2(a) of Section-1**.
- (b) The successful bidder's bid security will be released only on receipt of their LOI, furnishing required performance bank guarantee/FDR and signing the agreement.
- (c) The Bid security of unsuccessful bidder will be discharged / returned as early as possible within 30 days time of the finalization of the tender or expiry of bid validity period.
- (d) **A BID WITHOUT BID SECURITY SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY AT THE OPENING STAGE ITSELF.**

Read, understood , complied & agreed

Signature & seal of bidder with Date

(e) The MSME bidders are exempted from payment of bid security

i) A proof regarding valid registration with body specified with ministry of MSME like DIC, NSIC, KVIC etc for the tendered items will have to be attached alongwith the bid.

ii) The enlistment certificate issued by MSME bodies should be valid on the date of opening of tender.

B.FORFEITURE OF BID SECURITY/EMD

The Bid Security/EMD may be forfeited

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

14. FORMAT AND SIGNING OF BID

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

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

14.2. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

14.3 Power of Attorney

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

Note:- In case the Power of Attorney authorized by company/partnership firms to any of their directors/ partnership holder, this specimen signature of authroised signatory should be attested by the company's / firm's banker.

15. PREPARATION & SUBMISSION OF BIDS

I) Contents of the Bid:

The bid contains three parts –

Part A: The First Part (Envelope) should contain

- I. Crossed DD towards EMD/ Bid Security as per **Clause 2(a) of Section – and Section II**
- II. Crossed DD towards cost of tender document as per NIT.
- III. Power of attorney in original (If applicable) .

Note:

- i. This Envelope containing the original DDs (For EMD & Cost of tender paper) and original Power of Attorney (if applicable) with superscription "E-tender for procurement of FTTH Related items of Cuttack BA District, NIT No. PLG/E-tender/FTTH Items/2019-20 dtd. .04.2019, addressed to AGM (NW-PLG-CFA) O/o GMTD, Cuttack should reach, Doorsanchar Bhawan, 1st Floor Room No-208, O/o G.M.T.D, Cuttack Link Road, Cuttack-753012 by

Read, understood , complied & agreed

Signature & seal of bidder with Date

Registered/ Speed Post or by dropping in the Tender Box available in the Room No. 208 of above address.

- ii. The scanned copies of the crossed DD towards BID security (EMD), crossed DD towards cost of bid document & Power of attorney (If applicable) have to be uploaded in the e-Tender Portal of M/s ITI along with the particulars of DD. The bidders seeking exemption under MSME are required to submit the documents as mentioned in 13 (e) of Section-IV.
- iii. In case the payment of tender document fee & EMD is made through e-payment, have to be uploaded in the e-tender portals.

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

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. Financial bid should not be submitted alongwith part A and Part B.

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.
- b. Scanned documents wherever necessary are to be uploaded in the appropriate places of the document.
- c. If any one of the document required to be uploaded is found to be wanting, the concerned bid shall be rejected at the opening stage itself.
- d. 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 refer to the deadline will thereafter be subject to the extended deadline.

16. LATE BIDS, MODIFICATIONS AND WITHDRAWAL OF BIDS

- 16(a). After the Locking Time, no bidder can submit the bid.
- 16(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.
- 16(c). No bid shall be modified subsequent to the deadline for submission of bids as above.

17. BID OPENING AND EVALUATION

- 17(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 as noted in NIT. The bidder or one of his authorized representatives shall be permitted to attend the bid opening. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening as per **Annexure G in Section VII**. The bidders can view the opening details after the Tendering Authority opened them.
- 17(b). The bidder or his representative, who is present, shall sign in tender opening register
- 17(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.
- 17(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.
- 17(e). Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.

18. PLACE OF OPENING OF TENDER BIDS

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

19. PRELIMINARY EVALUATION

- 19(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.
- 19(b). Prior to the detailed evaluation, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- 19(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.
- 19(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.
- 19(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.

20. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
- 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.
- If the supplier does not accept the correction of the errors, his bid shall be rejected.
- The financial bid and L1 will be evaluated considering only the substantially responsive bids.
- The evaluation and comparison of substantially responsive bids shall be done on the basis of gross total of all items
- 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 as per the norms given below

| No. of Bidders to be approved (Col. 1) | Quantity allotted to the respective bidder (Col. 2) | | | | |
|--|---|---|-----|-----|--------------|
| | L1 | L2 | L3 | L4 | L5 and so on |
| One bidder | 100 | NIL | NIL | NIL | NIL |
| Two bidders | 60 % | 40% | NIL | NIL | NIL |
| Three bidders | 50% | 30% | 20% | NIL | NIL |
| Four bidders | 40% | 30% | 20% | 10% | NIL |
| More than four bidders | NIL | In the inverse ratio of their evaluated quoted prices | | | |

21. CONTACTING THE TENDERING AUTHORITY

- 21(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.
- 21(b). Any effort by a bidder to influence the Tendering authority in the tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

22. AWARD OF CONTRACT & CONTRACT PERIOD

- 22(a) The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable subject to fulfillment of all required labour laws and rules as applicable from time to time. Tendering authority shall consider placement of letter of intent to those bidders whose offers have been found *technically, commercially and financially* acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security in conformity with **Section 22(d)** of this Section. The tendering authority shall have the right to keep more than one contractor.
- 22(b) The work against the tender **is for one year's** requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between the BSNL and the Contractor.
- 22(c) The rates agreed upon shall be valid for a period of one year from the date of signing of agreement. The agreement will be normally for one year and can be extended on same approved rates and same terms & conditions for maximum another one year.
- 22(d) **Performance Security Deposit (PSD):** The Bidders shall furnish Performance Security Deposit in the format at **Annexure – F of Section VII** for an amount of 5% of the estimated cost of the tender, in the form of Bank Guarantee/Fixed Deposit Receipt from a Nationalized/ scheduled Bank for a

Read, understood , complied & agreed

Signature & seal of bidder with Date

period of **2 & ½ years** in favour of A.O. (Cash), BSNL, O/o G.M.T.D., Cuttack payable at Cuttack as awarded by the GMTD, Cuttack. The PSD is to be deposited within 14 (Fourteen) days from the date of receipt of letter of acceptance or letter of intent failing which their EMD or bid security may be forfeited and tender may be cancelled.

22(e) The Performance Security Deposit may be forfeited in part/ whole in case of:

- i. The successful L-1 bidder does not execute agreement as per tender condition or unsatisfactory service by the contractor.
- ii. Theft or misappropriation of articles of BSNL by the employees of contractor.
- iii. Damage caused to the BSNL's assets and damage / loss to store issued to any employee(s) of the contractor.
- iv. Withdrawal of the successful tenderer from the contract before its expiry without giving proper notice as specified in the tender terms and conditions of this tender document.

23. SIGNING OF CONTRACT AGREEMENT:-

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

24. PREPARATION, SUBMISSION OF BILL

- i. The contractor shall prepare a bill in duplicate indicating the goods supplied/services provided the rates, the quantities, the TAX components and the Purchase Order details, within one month of the delivery of the materials. The bill should be submitted along with the Delivery Challan(s), if any. Certificate of SDE (Store) on the body of the bill regarding satisfactory completion of work is mandatory.
- ii. Copy of last GST Payment receipt.
- iii. Normally, bill shall be processed after receipt of all the goods /services ordered as per Purchase Order/work order.

(iv) The BSNL will pay no advance of any kind.

(v) No transportation charge will be claimed by the vendor.

25. (A) DISPUTES IN TENDER FINALIZATION:

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

25 (B) 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.

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

27. Termination of Contract by BSNL

- a. The GMTD, Cuttack 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 **two months** notice in writing to the service provider if the contractor fails to provide unskilled labourers 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 **two months** notice in writing without assigning any reason and without incurring any financial liability whatsoever to the service provider.

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- f. The GMTD, Cuttack 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 for payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or while of material, machinery and other equipment for use in or in respect of the work.
- g. In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work/operations concerned to the respective SDOs/SDEs or as directed by BSNL authority.

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 **15)**

28 Penalty clause.

- i) The contractor has to ensure specified quality and brand. The contractor has to get the sample tested before commencement of work/supply.
- ii) Before giving delivery, the tenderer shall offer a sample for sample testing. Only accepted item shall be delivered by the tenderer to the concerned unit/consignee. However if the item is not found up to specification at any stage, **the item will be rejected and no payment will be given.**
- iii) In case of delay delivery, penalty will be imposed as decided by GMTD, Cuttack.

29. RIGHT TO VARY QUANTITIES

BSNL will have the right to increase or decrease up to 25% of estimated cost without any change in the service charge rate or other terms and conditions at the time of award of the contract. As a result the estimated cost will also be changed.

30. ANNULMENT OF AWARDS

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

31. 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.

32. 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.

33. Force Majeure:

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

34. Arbitration:

- In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the CHIEF GENERAL MANAGER Telecom BSNL, Orissa Circle Bhubaneswar or in case his designation changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the

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Chief General Manager BSNL, Orissa Circle Bhubaneswar or by whatever designation such officers may be called. The award of the arbitrator shall be final and binding on the parties.

- The venue of the arbitration proceeding shall be the O/O the Chief General Manager BSNL Orissa Circle Bhubaneswar or such other places as the arbitrator may decide. The following procedure shall be followed.
- In case parties are unable to reach a settlement by themselves, the dispute should be submitted for arbitration in accordance with contract agreement.
- There should not be a joint submission with contractor to the sole arbitrator.
- Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- The onus of establishment his claims will be left to the contractor.
- Once a claim has been included in the submission by the contractor, a modification thereof will be opposed.
- The “point of defence” will be based on actual conditions of the contract.
- Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contracted.

35. Set Off:

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

36. REJECTION OF BID

The bid will be rejected in case of :-

- i. Non-submission of required documents as per Section VII.
- ii. Bid quoted with conditional rates.
- iii. Non-submission of bid security
- iv. Incomplete of bid
- v. Non-acceptance of correction of price

37. DEBARRING CONDITIONS

- Sub-contracting of the work will debar and disqualify a successful bidder.
- BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
- The engagement and employment of unskilled 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.
- BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

38. NEAR-RELATIONSHIP CERTIFICATE

- 38.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will

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- not pay any damage to the company or firm or the concerned person.
- 38.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 38.3 The near relatives for this purpose are defined as:-
(a) Members of a Hindu undivided family.
(b) They are husband and wife.
(c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- 38.4. The format of the certificate is given in Annexure-D of Section-VII.

39. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

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

40. COURT JURISDICTION

- 40.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of LOI shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.
- 40.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.
“This Contract/ PO is subject to jurisdiction of Court at Cuttack only”.

41. E-TENDERING INSTRUCTIONS TO BIDDERS

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

A. General:

- a. Submission of Bids only through online process is mandatory for this Tender for conducting electronic tendering, the Tendering Authority is using the e-Tender Portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI Limited, a Government of India Undertaking.
- b. For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the Electronic Tendering System (ETS).
- i. It is advised that all the documents to be submitted (**Section VI**) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.
- ii. While uploading the documents, it should be ensured that the file name should be the name of the document itself for easy pairing and scrutiny.

B. Tender Bidding Methodology:

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

C. Broad outline of activities from Bidders perspective:

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

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- k. Respond to BSNL's Post-TOE queries
- l. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Financial-Part (Only for Technically Responsive Bidders)

D. Digital Certificates

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

E. Registration

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

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

It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

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

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

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

| | |
|-------------------------------------|--|
| ITI Tender Wizard Help Desk Contact | <i>Shri Sanjib Mohapatra, 09937488749,07377708585, between 10:30 hrs to 17:00 hrs from 27.04.2019 to 17.05.2019 twhelpdesk404@gmail.com</i> |
| BSNL Contact-1 | <i>Sri A.K. Giri, AGM (NW-PLG-CFA) O/o GMTD Cuttack Tel.No.0671-2304440, Mob.No. 9437082288 between 10:30 hrs to 17:00 hrs from 27.04.2019 to 17.05.2019</i> |

42. 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/cuttack and www.tenderwizard.com/BSNL as noted in NIT, 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.

43. a. Special Note on Security of Bids in ETS:

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

b. Public Online Tender Opening Event (TOE)

- i. ETS offers a unique facility for "Public Online Tender Opening Event (TOE)". Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

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Signature & seal of bidder with Date

- ii. Every legal requirement for a transparent and secure „Public Online Tender Opening Event (TOE) has been implemented on ETS. As soon as a Bid is decrypted with the corresponding Pass-Phrase as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual Tender Opening Event is therefore replaced with this superior and convenient form of Public Online Tender Opening Event (TOE).
- iii. ETS has a unique facility of “Online Comparison Chart” which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.
- iv. ETS has a unique facility of a detailed report titled “Minutes of Online Tender Opening Event (TOE)” covering all important activities of „Online Tender Opening Event (TOE)“. This is available to all participating bidders for “Viewing/ Downloading”. There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.
- v. For further instructions, the vendor should visit the home -page of the e-Tender Portal (<https://www.tendewizard.com/BSNL>).

Important Note: It is strongly recommended that all bidders should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

- vi. The following “**FOUR KEY INSTRUCTIONS FOR BIDDERS**” must be assiduously adhered to:
 1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
 2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
 3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
 4. Submit your bids well in advance of tender submission deadline on ETS. There could be last minute problems due to internet timeout, breakdown, et al. While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.
- vii. Minimum Requirements at Bidders’ end to access and use e-Tender Portal:
 - Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
 - Broadband connectivity.
 - Microsoft Internet Explorer 6.0 or above
 - Digital Certificate(s)
- viii. Helpdesk for Vendors

Vendors may contact the M/s ITI Limited Helpdesk personnel given in **Clause-8(d)** of this section, for any type of assistance/help, which they may require while uploading the bids.
- c. In the event of Death of the Bidder to whom work is awarded or any other contingency that results in non performance of the contract by the bidder during the period of contract, GMTD Cuttack reserves the full rights to allot those work to any of the selected contractors at approved rate and conditions of contract.

Read, understood , complied & agreed

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SECTION-V

FINANCIAL BID

RATE SHEET (TO BE QUOTED BY BIDDERS)

| Sl | Name of the FTTH item with specification | Qty reqd in nos | Rates quoted (in Rs.) | |
|----|--|-----------------|-----------------------|----------|
| | | | In figure | In words |
| 1 | 1:2 Optical Splitter | 2200 | | |
| 2 | Customer end closure (2 way) size 8"x 4"x 1" | 3600 | | |
| 3 | Field unit closure (4 way) 10"x7"x1" | 3300 | | |
| 4 | SC/APC-SC/APC Patch cord- 5 Mtr length | 1800 | | |
| 5 | SC/UPC-SC/UPC Patch cord- 5 Mtr length | 1800 | | |

Note 1:-

1. Incomplete financial bid will be treated as 'rejection'. Incomplete implies Non quoting of the rates (i.e. No blank is allowed).
2. Rate should be exclusive of GST but inclusive of all other charges/any govt. levies
3. L1 will be the lowest gross total of items.
4. No transportation charge will be levied

Place : _____

Signature of the Tenderer _____

Date: _____

Name of the Tenderer _____

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-VI
CHECK LIST OF DOCUMENTS

The following documents (scanned copy) are required to be submitted through e-Tender Portal

| Sl No. | Description | Reference | 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 Authorised Person on all pages along with seal except page 26 | Whole Tender Document | | | |
| 2 | Self attested of Registration of firm/company (if applicable) | | | | |
| 3 | Self-Attested Photo copy of PAN Card and upto date IT return | | | | |
| 4 | Valid GSTIN registration & Proof of latest return of GSTR-1 | | | | |
| 5 | Self-Attested Photo copy of Experience Certificate as per NIT. | | | | |
| 6 | Self Attested Photo copy of DD/ the receipt of online banking/RTGS/NEFT towards cost of Tender Paper | | | | |
| 7 | Self attested Photo copy of DD/ the receipt of online banking/RTGS/NEFT towards cost of EMD/Bid Security | | | | |
| 8 | No near relative certificate duly filled in and signed | Section-VII Annexure-D | | | |
| 9 | Scanned copy of Letter of Authorization to Tender Opening Event (TOE) | Section-VII Annexure-G | | | |
| 10 | Tenderer's profile duly filled in | Section-VII Annexure-H | | | |
| 11 | Self-Attested Photo copy of "Power of Attorney" as per clause 14.3 of Section-IV | | | | |
| 12 | Self attested copy of memorandum article/ partnership deed/affidavit/proprietorship (which is applicable). | | | | |
| 13 | Declaration of Non - tampering of tender document duly filled and signed. | Section-VII Annexure-B | | | |
| 14 | Declaration for Downloading the tender Document duly filled and signed. | Section- VII Annexure-E | | | |
| 15 | Bid form duly filled and signed | Section- VII Annexure-I | | | |
| 16 | Clause by clause compliance duly filled and signed | Section- VII Annexure-C | | | |
| 17 | Check list duly filled in | Section-VI | | | |
| 18 | Undertaking regarding genuineness of the documents/information duly filled and signed | Section- VII Annexure-J | | | |
| 19 | Master Vendor Form (in case of new bidder) | Section- VII Annexure-K | | | |
| 20 | Creation of customer ID | Section- VII Annexure-L | | | |

Note:- 1 All corrections and overwriting must be signed with date by the tenderer or his authorized representative.

2. The bidder has also to ensure if he has filled the quoted price for, in excel format in the appropriate place of the e-tender portal.

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-VII

LIST OF ALL TYPE OF FORMATS FOR DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-A

AGREEMENT (Sample Format)

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

Whereas the BSNL is desirous of getting executed certain work namely: E-tender document for procurement of FTTH Related items of Cuttack BA. Details of Scope, Specification and Job Description are as per the details given in the original tender document.

Vide Tender No..... dated

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

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

1. The tender notice, Terms and conditions, Tender schedule etc. as per tender document vide Tender No dated - (along with its enclosures) annexed hereto and such other additional particular instructions drawing as may be found requisite to be given during execution of the work shall be deemed and taken to be integral part of the contract and also be deemed to be included in the expression " Contractual or contract documents" wherever herein used.
2. In consideration of the payment to be made to the Contractor for the works to be executed by him, the contractor hereby conveys the BSNL that the contractor shall in accordance with the tender document do provide the required labourers, execute and complete the said works and shall perform all other acts, deeds, comments and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms- conditions of the tender.
3. The party at second part called as " Contractor" also declares that none of his/her relatives i.e Wife, Husband, Parents, Grandparents, children and Grand Children, Brothers, Sisters, Uncles, Aunts and cousins and their corresponding in-laws is working as an officer or an official in BSNL in Orissa Telecom Circle.
4. In consideration of the due provisions, execution and completion of the said works, the BSNL hereby agrees with the Contractor that the BSNL will pay to the Contractor the respective amounts for the works done by the contractor such sum(s) as may become payable to the contractor under the provisions of the contract agreement.
5. The contract will be in force for one year with effect from to.....
6. Performance Security Deposit of Rs.....is furnished below:-

Performance Security Deposit for Rs..... is furnished through of Bank Guarantee/ TDR NO/DD No. Dt..... of (bank)and it is valid upto Dt.....

In witness where of the particulars here to have executed these present the day and the year first above written.

Signature of the Contractor

Signed and delivered for on behalf of the
Bharat Sanchar Nigam Limited

Mobile No-
Mail ID –

In the Presence of witness

1. Signature:

1. Signature:

Name /Address-

Name /Address
Designation

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-B

Declaration of Non tampering of tender document

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

Place: _____

Date: _____

Signature of bidder/Authorized Signatory

Name of the _____

Seal of the bidder: _____

Read, understood , complied & agreed

Signature & seal of bidder with Date

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

Signature & seal of bidder with Date

ANNEXURE-D

NO NEAR RELATIVES CERTIFICATE IN BSNL

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

DECLARATION

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

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

Signature of the bidder _____

Name : _____

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

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

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

Signature of the bidder _____

Name : _____

(Capacity in which signing)

Place:

Date:

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-E

Declaration for Downloading the tender Document.

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

Date: _____ Signature of Tenderer _____

Place: _____

Name of Tenderer _____

(Along with date & Seal)

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-F

Proforma for Performance Bank Guarantee

(To be typed on Rs.100/- non-judicial stamp paper & for the period 2 & 1/2 years)

Dated:.....

Sub: Performance guarantee.

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

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

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

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

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

Place:

Date: Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-G

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

To

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

Sub: Authorization for attending bid opening on _____ (date) in the E-tender document procurement of FTTH Items of Cuttack BA.

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

Signature & seal of bidder with Date

ANNEXURE-H
TENDERER'S PROFILE

| |
|--|
| Passport Photograph of bidder/firm proprietor/ authorised signatory |
|--|

General:-

1. Name of the tenderer/firm _____
2. Name of the person submitting the tender Shri/Smt _____ (In case of proprietary/partnership firms, the tender has to be signed by proprietor/ Partner only, as the case may be)
3. Address of the firm/tenderer: (Present & Permanent)
.....
.....
4. Email ID
5. Tel No. (with STD code) (O) (Fax) (R) (M)
6. Registration & incorporation particulars of the firm (in case of firms)
 - i) Proprietorship
 - ii) Partnership
 - iii) Private Limited
 - iv) Public Limited

(Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)

7. Name of proprietor/Partners/Directors
8. Tenderer's bank, its address and his current account number
9. Permanent Income Tax number, Income Tax Circle
10. Infrastructure capabilities.
11. Details of Technical and supervisory staff:
12. GSTIN No.
13. EPF Code No.
14. ESI registration No.

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

Place & Date:-

Signature of tenderer/authorized signatory

Name of the tenderer

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-I
BID FORM

To
The General Manager
Telecom District, Cuttack-12

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda No. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to procurement of FTTH Items of Cuttack BA in conformity with said conditions of contract and specifications as may be ascertained in accordance with the prices attached herewith and made part of this bid.
2. We undertake, if our bid is accepted, we will execute the work in accordance with specification, time limits & terms and conditions stipulated in the tender document.
3. If our bid is accepted, we will provide you with a performance guarantee from a nationalized/scheduled bank for a sum @ 10% of the contract value for the due performance of the contract.
4. We agree to abide by this bid for a period of 150 days from the date fixed for bid opening (Qualifying bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until a formal agreement is prepared 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.

Dated this day of (the year)

Signature of authorised signatory

In capacity of

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-J

**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 (E-tender document E-tender document procurement of FTTH Items of Cuttack BA) are true and are exact copies of the original documents/certificates are available with me.

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

Place:

Signature of tenderer /Authorised signatory

Date:

Name & Seal of the tenderer

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-K



VENDOR MASTER FORM



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

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

Title * :

Name * :

Address * :

Town/District* :

City * :

State* :

Postal/Pin code* : Country *

Contact Details

Telephone Number : Fax No :

Email_Id :
(Mandatory for E-tendering)

Name of Contract Person : Mobile No.

Contact Details

PAN :

GSTIN 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

Read, understood , complied & agreed

Signature & seal of bidder with Date

Excise Details

Excise reg no. :

Excise Range :

Excise Division :

Excise Commissioner :

Payment Transaction/Bank Details

Bank Country :

Bank Name :

Bank Address :

Bank A/C No :

Bank IFSC :

Account holder's name :

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

SWITCH Code (for Foreign Vendor):

IBAN Code (for Foreign Vendor)

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

Industry Status

Micro/SSI Status : Yes No

- 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 here authorize BSNL to deduct bank charge applicable for such direct bank payments.

- Note:
- If PAN is not provided, TDS @ 20% will be deducted whenever applicable
 - If Excise Registration/GST Registration/ Number is not provided, then the taxes will not be paid whenever 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 Authorised Signatory/Designation Date Company Seal

For Office use)

Vendor Account Group : Payment Method :

TDS – Invoice : TDS Code - Invoice :

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-L

CREATION OF CUSTOMER ID FOR TENDER

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

Read, understood , complied & agreed

Signature & seal of bidder with Date