



**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)  
O/o Chief General Manager Broadband Network Circle  
New Delhi-110023

**e - TENDER DOCUMENT FOR  
PROVIDING MAN POWER TO CARRY OUT  
DATA ENTRY AND ALLIED WORKS  
IN  
BROADBAND NETWORK CIRCLE**

**TENDER NO: BSNL/BBNW/DATA ENTRY /2016-17**

**DATED: 30 /11/2016**

**Cost of Tender Document: Rs.525/-**

**(This includes Tender document Cost Rs.500/- and VAT @ 5% i.e.Rs.25/-)**

**NOTE: Only One Tender form should be used**

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Read, understood, complied &amp; agreed

Signature &amp; seal of bidder with Date



## SECTION-I

**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)  
O/o Chief General Manager, Broadband Network Circle New Delhi

### NOTICE INVITING TENDER

**e-Tender for providing manpower for data entry and allied works in Broadband Network Circle New Delhi situated at Delhi/Noida**

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

Sl.No.	Item	Particulars
1	Tender Notice No & date	BSNL/BBNW/Data Entry/2016-17 Dated: 30.11.2016
2	Tender item	Providing manpower for data entry and allied works in Broadband Network Circle at New Delhi/ Noida
3	Tender Document can be downloaded from date	30/11/2016
4	Date of receipt of queries from bidders	Up to 13.00 Hrs of 16/12/2016
5	Reply of queries by BSNL	Before 18.00 Hrs of 19/12/2016
6	Last Date of Submission of Tender	21/12/2016 up to 13.00 Hrs
7	Date & Time of Opening of Tender (Technical Bid only)	21/12/2016 at 14:00 Hrs
8	Amount of Bid Security as in Section II.	The cost of EMD and cost of Tender paper to be paid through online Banking/RTGS/NEFT as per the Section-I, Para 2(b)
9	Cost of Tender Form	The cost of Tender Form and cost of Tender paper to be paid through online Banking/RTGS/NEFT as per the Section-I, Para 2(b).

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

2(a) The Tender document can be downloaded from the website: [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) & [www.bbnw.bsnl.co.in](http://www.bbnw.bsnl.co.in) and to be submitted in e-format on Cost of Tender Document and Earnest Money Deposit (EMD) have to be submitted as per following details given in Para 2(b).

Read, understood, complied & agreed

Signature & seal of bidder with Date

- (b) The cost of EMD and cost of Tender paper can also be paid through online Banking/RTGS/NEFT as per the following details.

Name of the Bank and Branch	UNION BANK OF INIDA/ Lodhi Colony New Delhi
Accounts Name	Internal Financial Advisor
Account Number	352401010035352
IFC Code	<u>UBIN0535249</u>
Address of the Bank	Lodhi Colony New Delhi-110003
MICR Code	110026017
Mail Id :	<i>email id : <a href="mailto:dgmfbnw@gmail.com">dgmfbnw@gmail.com</a></i>
Contact No	Tel.No.011-24102395

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

- (c) Amendments, if any, to the tender document will be notified in the above website as and when such amendments are made. It is the sole responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.
3. (a) Intending bidders are requested to register themselves with M/s. ITI Limited through the website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.
3. (b) BSNL has decided to use the process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.
3. (c) The bidders shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on Web-site ([www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)) as per Annexure - E of Section VIII.
3. (d) In case of any correction/ addition/ alteration/omission is found in the original tender document; the tender bid shall be treated as non-responsive and shall be rejected.
- 4.(a) **The bidder should have experiences in providing skilled manpower** in BSNL/MTNL/Other PSUs/Central Govt. of **Rs.5 Lakhs taken together during the financial years 2015-16 and 2016-17.** 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 AGM/DE 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 VII should be uploaded in the E-Tender Portal.
5. BSNL has adopted e-tendering process which offers a unique facility for „Public Online Tender Opening Event (TOE)“. BSNL’s Tender Opening Officers as well as authorized representative of bidder 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 in the chamber of **AGM(A) Broadband Network Circle, CTS Compound, NetajiNagar, New Delhi-23** where BSNL’s Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

Read, understood, complied & agreed

Signature & seal of bidder with Date

- 6 Incomplete, ambiguous, Conditional tender bids are liable to be rejected.
- 7 Chief General Manager Broadband Network Circle New Delhi 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/Hindi, 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.

**Jt. General Manager (Admn)  
BBNW New Delhi**

Read, understood, complied & agreed

Signature & seal of bidder with Date

**SECTION – II****REQUIREMENT OF MANPOWER FOR DATA ENTRY and ALLIED WORKS TO BE CARRIED OUT**

Eight (08) No.s of Data Entry Operators are required in the O/o CGM Broadband Network New Delhi situated at Delhi/Noida. The details of EMD, BID Security, Tender Paper Cost and PBG Cost etc.

Sl. No.	Offices where DEO are required	No. of DEOs	Rate per day per DEO as GOI as on 01.10.16 (Amount in Rs.)	Estt. cost including EPF, ESI & Service Charge (Amount in Rs.)	EMD / BID Security Amount (In Rs.)	PBG Amount (In Rs.)	Tender Paper Cost (In Rs.)
1	New Delhi/Noida	8	456	14,78,730	29575/-	147873	525
2			456				
3			456				
4			456				
5			456				
6			456				
7			456				
8			456				
<b>T O T A L</b>		<b>8</b>					

**Scope of work of Data Entry Operators:-**

1. Data Entry in MS word, MS Excel / MS Power Point etc
2. Preparation of envelops for distribution of Dak
3. Maintenance of Incoming/Outgoing Dak
4. Uploading of Data in connection with ACR/APAR etc for the employees for IPMS/GPMS/FPMS
5. Initialization of Single File System
6. Maintenance of Important Circulars issued by BSNL CO/BBNW Circle
7. Attending phones of higher officers of BBNW Circle
8. Attending complaints for Internet Problems
9. Photocopy and Scanning of important circulars of BSNL CO/BBNW Circle and Uploading on BSNL/BBNW Intranet.
10. PS/Telephone attendants to DGM/GM
11. Local Purchase from Market for day to day office works.
12. Upkeep of office equipments maintenance in the offices.
13. Checking the telephone /faxes in office and booking complaints
14. Any other related work if situation demands

**Note: The above list of duties assigned to data Entry Operator is only illustrative and not exhaustive.**

Read, understood, complied & agreed

Signature & seal of bidder with Date

**SECTION-III****SCHEDULE OF RATES**

The Schedule of Rates to be paid to the contractor (Bidder) excluding Service Tax (which will be paid by BSNL to the contractor extra as applicable) to provide each operator for one day by the bidder in accordance with per day wages fixed by Chief Labour Commissioner (C), GOI, New Delhi w.e.f. date 01.04.2016 onwards is as under :-

Sl. No	Description	Amount (in Rs.)
1	Daily wages of one labourer w.e.f. date 01.04.2016 onwards as prescribed by Chief Labour Commissioner (C), Govt. of India Gazette New Delhi	<b>Rs 456.0 per day</b>
2	Employer's (Contractor's) share of EPF contribution for per day per labourer @12%+1.11% as administrative charges of EPF Deptt. + 0.50% as EDLI Charges of EPF Deptt. = @ 12 + 0.85+0.50+0.01(as inspection charge)=@ 13.36% of amount under column No-3 against sl. No-1 of this table. (EPF component)	<b>Rs 60.92 per day</b>
3	Employer's (Contractor's) share of ESI contribution for per day per worker @ 4.75% of amount under column No-3 against Sl. No-1 of this table.	<b>Rs 21.66 per day</b>
4	Employer's (Contractor's) service Charges for providing per day one worker in percentage of amount under column No-3 against Sl. No. 1 of this table to be quoted by the bidder in figures & words in the rate sheet of financial bid of Section VI.	A fixed percentage of Item  1 above

The requirement of minimum 1(one) to maximum No. of 8(Eight) Data Entry Operators on any working day of the month for respective offices situated at Delhi/Noida with the strict condition that maximum 26 (Twenty Six) working days are permissible in each month for each and every individual to be provided to all the offices at Delhi/Noida by the contractor as per actual requirement of concerned unit in charge of BBNW Circle New Delhi/Noida.

**Note: -**

1. The rate of per day wages during the period of contract will be as per the rates communicated by the Chief Labour Commissioner (C), GOI, New Delhi w.e.f. date 01.10.2016 onwards or as amended from time to time. .
2. The Employer's (Contractor's) share of EPF contribution and Employer's (Contractor's) share of ESI contribution to be paid to the contractor (Bidder) will be based on the rates referred to at Note-1 above.
3. The Employer's (Contractor's) share of service charge for providing per day per labourer will be in percentage rate of amount of wages per day as on 01.10.2016 and as mentioned in column No.3 against Sl. No-1 of the above table. The above mentioned amounts shown under No.3 against Sl. No.1, 2 & 3 of above table and approved L-1 percentage service charges of the successful bidder against Sl.No.4 for this tender will be allowed to change automatically w.e.f 01.04.2017 to 30.09.2017 and w.e.f. 01.10.2016 onwards strictly in accordance with per day wages as to be revised and decided by Chief Labour Commissioner (C), GOI, New Delhi.

Read, understood, complied & agreed

Signature & seal of bidder with Date

**SECTION - IV****SAFETY, SECURITY AND OBSERVANCE OF LABOUR LAWS:**

- 1).The contractor shall be fully responsible for the safety and security of labour employed by him for execution of the work. He will be required to insure each labourer as per labour laws. The contractor will ensure safe working by observing proper safety precautions.
- 2).The contractor shall be required to abide by the labour laws enacted from time to time by the central or state govt. Maintenance and observance of any or all of the statutory labour laws will be the sole responsibility of the contractor. The claims arising out of injury, causality or anything else to the worker/labourer employed by the contractor will be the sole responsibility of the contractor.
- 3). The payment should be made as per the labour laws subject to maximum of 26 days in a calendar month.
- 4).Under the provisions of the workmen's compensation Act, in case any compensation is paid by BSNL to a workman/labourer employed by the contractor in execution of the work, the same will be recovered from the contractor either from the bill produced by him or by adjustment from his security deposit money.
- 5).Before commencement of work, the contractor shall obtain a valid license by virtue of the provisions of the Contract Labour Regulation and Abolition Act, 1970 and of the Contract Labour Regulation & Abolition contract Rule, 1971 and continue to have valid license during the period of contract. The contractor shall be responsible for any contingency arising out of his failure to obtain and have a valid license.
- 6).The contractor shall ensure that no labourer below the age of eighteen years is employed by him on the work.
- 7).The wages paid by the contractor to the labourer employed by him should not be less than the fair/minimum wages as defined in the CPWD contractor's labour regulation or as per the provision of Central Labour (Regulation & Abolition) Rules, 1971, whichever is applicable.
- 8).Under the provision of minimum wages Act 1948 and the minimum wages (Central Rules), 1950, the contractor shall allow the labourers employed by him on work one day rest against six days continuous work.
- 9).The contractor shall maintain "Muster Roll" in respect of all workmen employed by him on the work in contract from XVI of the CL (R&A) Rules, 1971.
- 10).The contractor shall comply with all the rules framed by the Government from time to time for the protection of health for workers employed by him.
- 11).The contractor shall maintain a Register of persons employed on work on contract in form XII of the C.L (R & A) Central Rules, 1971.
- 12).The contractor shall maintain register of accidents, in such form as may be convenient at the work place. Also other necessary registers are to be maintained by the contractor for labourers employed by him.
- 14).The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place, after due notice is received or to the labour officer or to any other person authorized by BSNL on its behalf.

Read, understood, complied & agreed

Signature & seal of bidder with Date



**15).** The contractor shall before commencement/commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and visible condition in conspicuous place of work, notices in English and in the local Indian languages spoken by majority of workers, giving the minimum rates of wages fixed under the minimum wages Act, the actual wages being paid, the hours of work for which such wages and other relevant information.

**16).** The contractor shall submit periodical returns as may be required / prescribed from time to time.

**17).** The labours engaged by the contractor shall not claim any employment in the BSNL at any time in future. This should be clearly brought to the notice of the labourers / workers by the contractor.

Read, understood, complied & agreed

Signature & seal of bidder with Date

**SECTION-V****INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS OF TENDER**  
**INSTRUCTION TO BIDDERS****A) DEFINITIONS**

- (a) **"The User"** means the CGM Broadband Network, New Delhi Bharat Sanchar Nigam Limited (BSNL) acting on behalf of CMD, Bharat Sanchar Nigam Limited.
- (b) **"The Bidder"** means the individual or firm who participates in the tender and submits its bid.
- (c) **"The Contractor"** means the individual or firm providing data entry operators under the contract.
- (d) **"The Service"** means the Data Entry work which the contractor is required to provide to the user under the contract.
- (e) **"The letter of intent"** means the intention of the user to place the work order on the bidder.
- (f) **"The work order"** means the order placed by the user on the contractor signed by the user including all attachments and appendices thereto and all documents incorporated by reference therein. The work order shall be deemed as "Contract" appearing in the document.
- (g) **"The Contract Price"** means the price payable to the contractor under the work order for the full and proper performance of its contractual obligations.

**B) SCOPE OF TENDER:**

The scope of the tender is to provide **8 (Eight)** Data Entry Operators in the O/o CGM BBNW New Delhi situated at Delhi/Noida (May increase or decrease the total requirement by 25% with the discretion of CGM BBNW New Delhi) to carry out the data entry services for various activities as detailed in Section-II in various offices under the jurisdiction of Chief General Manager Broadband Network New Delhi situated at Delhi/Noida for maximum 26 days per calendar month. The selected bidder should be in a position to start similar type of new work as & when entrusted within 24 hours.

**Terms and Conditions:**

- 1(a) "BSNL" or "The Nigam" or "The Tendering Authority" means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) acting on behalf of CMD BSNL and represented by the Chief General Manager Broadband Network New Delhi.
- 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.

Read, understood, complied & agreed

Signature & seal of bidder with Date

1(e) "E-Tender Portal" means the website "www.tenderwizard.com/BSNL" of M/s ITI Limited who is providing e-Tendering solution to BSNL.

1(f) "ETS" means the Electronic Tendering System through the e-Tender Portal.

1. Name of the Work: Providing manpower for data entry and allied works in jurisdiction of Chief General Manager Broadband Network New Delhi.

2. Estimated cost of the tender is approximately Rs. 14.78 Lakhs/-

3. N.I.T. No. BSNL/Data Entry/2016-17 Dated 30/11/2016.

#### 4. ELIGIBLE BIDDERS

The bidder should have experiences in providing skilled manpower in BSNL/MTNL/Other PSUs/Central Govt. and must have carried out the said work to the tune of Rs.5 Lakhs taken together during the financial years 2014-15 and 2015-16.

5. VALIDITY OF BID: The bid validity period is 180 days from the date of opening of bid documents.

#### 6. SECURITY

The successful bidders will have to furnish security for 10% of the estimated cost of the work; finally awarded to them by the competent authority, in the form of Bank Guarantee of any Scheduled/Nationalized bank valid up to 30(Thirty) months from the date of signing of agreement with BSNL or TDR (Term Deposit Receipt) any Scheduled/Nationalized bank valid up to 30(Thirty)months from the date of signing of agreement with BSNL duly pledged in favour of Internal Financial Advisor BBNW New Delhi. If the work is awarded to more than one contractor the security amount as mentioned above will be divided among the number of contractors, on proportionate basis.

The security deposit (SD) is required to protect the BSNL against the risk of bidders conduct and will be forfeited in part / whole in case of -:

- a) Unsatisfactory service.
- b) Theft or misappropriation of articles of the BSNL by the Data entry operators provided.
- c) Damage caused to BSNL assets and damage/loss to store issued
- d) Withdrawal of the successful bidder from the contract before its expiry without giving proper notice as specified in the terms & conditions of this tender document.
- e) Either all or any of the above.

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

8. The Chief General Manager, Broadband Network New Delhi reserves the right to reject one or all of the tenders without assigning any reason thereof.

Read, understood, complied & agreed

Signature & seal of bidder with Date

9. The CGM BBNW New Delhi shall not be responsible to provide residential accommodation to the laborers employed by the contractor. All arrangements in this regard, will be the responsibility of the contractor.

10. 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 is available at Annexure-D of Section-VIII.

12. In case of any dispute arising out of the contract between the two contracting parties, the decision of the Chief General Manager Broadband Network New Delhi shall be final and binding.

13. The Chief General Manager Broadband Network New Delhi reserves the rights to increase/decrease or delete the scope of work without assigning any reason.

14. The works against this tender will be executed under the overall control of the Chief General Manager Broadband Network New Delhi.

#### **15. 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.

#### **16. CLARIFICATION ON BID DOCUMENTS**

(a) A prospective bidder, requiring any clarification of the Bid Documents shall notify the Tendering authority in writing or FAX or at the Tendering authority's mailing address indicated in the NIT. The Tendering authority shall respond in writing to any request for clarification of the Bid Documents, which it receives **up to 13:00 hrs of 16/12/2016**. Copies of the query (without identifying the source) and clarifications by the Tendering authority shall be sent individually to all the prospective bidders who have received the bid documents.

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

#### **17. DOCUMENTS TO BE SUBMITTED FOR BID**

a. The details of documents to be submitted through online in e-Tender Portal are as detailed at **Section VII**. If any one of the said 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.

Read, understood, complied & agreed

Signature & seal of bidder with Date

- 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/TDR) 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, the 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-M of Section-VIII**.

#### 18. AMENDMENT TO BID DOCUMENT

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

ITI Tender Wizard Help Desk Contact	Sh Rajesh Kumar Manager BD ITI Limited Tel.No.011-49424365, Mob.No.8800991844 between 10:30 hrs to 18:00 hrs from 30/11/2016 to 19/12/2016, e-mail id: twhelpdesk447@gmail.com
BSNL Contact-1	Shri Bhoop Singh AGM (Admin) O/o Chief General Manager CTS Compound Netaji Nagar New Delhi, Tel.No.011-24674135, Mob.No.9868285262 between 10:30 hrs to 18:00 hrs from 30/11/2016 to 19/12/2016, e-mail id: <a href="mailto:agmabbnw@bsnl.co.in">agmabbnw@bsnl.co.in</a>
BSNL Contact-2	Shri Manoj Kumar SDE(A) O/o Chief General Manager CTS Compound Netaji Nagar New Delhi, Tel.No.011-24104136 Mob.No.9868188594 between 10:30 hrs to 18:00 hrs from 30/11/2016 to 19/12/2016, e-mail id: <a href="mailto:kumarmanoj234@gmail.com">kumarmanoj234@gmail.com</a>

#### 19. PREPARATION OF BID DOCUMENTS - TECHNICAL BID & FINANCIAL BID

It is a two bid system and the bid prepared by the bidder shall comprise Technical Bid and Financial Bid and should be prepared as per Clause.3 of this Section.

#### 20. BID FORMS

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

#### 21. BID PRICE

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

#### 22. COMPLIANCE

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

Read, understood, complied & agreed

Signature & seal of bidder with Date

**23. A. BID SECURITY/EMD**

- (a) The bidder must deposit the amount for bid security/EMD through Online/NEFT/RTGS as stated in section II only from any nationalized/scheduled bank as per Section-I para 2(c).
- (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 not later than 30 days after the expiry of the period of bid validity.
- (d) A BID WITHOUT BID SECURITY/ BID SECURITY WITH OUT BID SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.

**B.FORFEITURE OF BID SECURITY/EMD****The Bid Security/EMD may be forfeited**

- (a) If the successful bidder backs out to accept the tender and/or does not deposit the Performance Security Deposit @ 10% of estimated costs of tender, or
- (b) The successful bidders do not come for execution of agreement after deposit of performance security deposit within the scheduled time;
- (c) Withdraws his bid during the period of bid validity specified by the bidder in the bid form;

**24. FORMAT AND SIGNING OF BID**

- (a) The bid shall contain no interlineations, erasures or overwriting, except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the persons signing the bid.
- (b) The over writing / erasures in the bid made by the bidder shall be signed by the person signing the bid.
- (c) The letter of authorization shall be indicated by written power-of-attorney, if any, accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid.

**25. PREPARATION & SUBMISSION OF BIDS:****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 VII 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.

Read, understood, complied & agreed

Signature & seal of bidder with Date

**II. SUBMISSION OF BIDS:**

- a. All the clauses of the bids must be complied with and price bids must be Bids quoted online by the bidders before the locking/closing time of the bid that is 13:00 Hrs of 21/12/2016.
- b. Scanned documents wherever necessary are to be uploaded in the appropriate places of the e-tender portal.
- c. The bidder shall submit a set of entire document signed in all pages downloaded from e-Tender Portal against each individual bid which is to be uploaded in the e-tender portal.
- d. 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.
- e. If any one of the document required to be submitted as referred is found to be wanting, the concerned bid shall be rejected at the opening stage itself.
- f. The BSNL may, at its discretion, extend this deadline for the submission of the bids by amending the bid document in accordance with NIT in which case all rights and obligations of the BSNL and bidders previously referred to the deadline will thereafter be subject to the extended deadline.

**26. LATE BIDS, MODIFICATIONS AND WITHDRAWAL OF BIDS**

- (a) After the Locking Time, no bidder can submit the bid.
- (b) The bidder may withdraw his bid after submission prior to the deadline prescribed for submission of bids. The bidder's withdrawal shall have to be online and digitally authenticated.
- (c) No bid shall be modified subsequent to the deadline for submission of bids as above.

**27. BID OPENING AND EVALUATION:-**

- (a) Financial bids & Technical bids shall be submitted by the bidder at the same time. The bids will be opened in two stages. The Tendering Authority will open the technical bids in the presence of bidders or their authorized representatives on the due date, i.e., dated 21/12/2016 at 14:00 Hrs. The bidder or one of his authorized representatives shall be permitted to attend the bid opening. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening as per Annexure - G in Section VIII. The bidders can view the opening details after the Tendering Authority opened them.
- (b) The bidder or his representative, who is present, shall sign in tender opening register.
- (c) The date fixed for opening of bids, if subsequently declared as holiday by BSNL, the revised date of schedule will be notified in the e-Tender Portal. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.
- (d) Technical bids will be evaluated by the Tendering Authority and after completion of the technical Evaluation; the eligible bidders list for the financial bid opening will be made available in the e-Tender Portal.
- (e) Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.

Read, understood, complied & agreed

Signature & seal of bidder with Date

**28. PLACE OF OPENING OF TENDER BIDS**

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at "AGM(Admn) O/o Chief General Manager, Broadband Network, CTS Compound Netaji Nagar New Delhi-110023", where BSNL's Tender Opening Officers would be conducting through online e-Tender at 14:00 Hrs. on 21/12/2016. If due to administrative reasons, the date and venue of e Bid opening is changed, the same will be displayed prominently in the notice board of the e-Tender Portal.

**29. PRELIMINARY EVALUATION**

- (a) Tendering authority shall evaluate the bids to determine whether they are complete in all respects, whether any computational errors have been made, whether required sureties have been furnished etc.
- (b) Prior to the detailed evaluation, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents.
- (c) For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid documents without any material deviation. The tendering authority's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse of extrinsic evidence.
- (d) A bid, determined as substantially non-responsive will be rejected by the Tendering authority and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity. The tendering authority shall not be bound to show the reasons/causes of rejection 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 reserves the right to verify the original documents prior to opening of Financial Bid.

**30. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

- (a) The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
- (b) Arithmetical errors shall be rectified on the following basis:
  - If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Tendering authority.
  - If there is a discrepancy between words and figures, the amount in words shall prevail.
- (c) If the bidder does not accept the correction of the errors, his bid shall be rejected.
- (d) The financial bid and L-1 will be evaluated considering only the substantially responsive bids.
- (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).

Read, understood, complied & agreed

Signature & seal of bidder with Date



31. CONTACTING THE TENDERING AUTHORITY

- (a) Subject to seeking clarifications on e-tendering and tender document, no bidder shall try to influence the Tendering authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- (b) Any effort by a bidder to influence the Tendering authority in the tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

Read, understood, complied & agreed

Signature & seal of bidder with Date

**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 quote the lowest rate (as mentioned in financial bid) will be accepted.
- 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 BBNW Circle.
- d) The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- e) The assessment of CGM BBNW New Delhi in this regard shall be Final and binding.
- f) However if any of the contractor is not doing the work after issuing work order by the concerned AGM( Admn) O/o CGM BBNW New Delhi then CGM BBNW New Delhi reserves the right to award the work to any other willing contractor with submission of additional PBG.
- g) Normally the amount of SD (Security Deposit) will remain unaltered in all cases mentioned above.

**32. 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 (Performance Security Deposit) 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 (Performance Security Deposit), 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 TDR (Term Deposit Receipt) or BG (Bank Guarantee) or EMD as the case may be, shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

**33. VALIDITY OF THE CONTRACT.**

- i) The contract shall be valid for one year from the date of signing of the contract.
- ii) The CGM BBNW New Delhi reserves the right to increase the contract period from the agreed period for a maximum of twelve months with increase of 25% of estimated cost. He also reserves the right to cancel the contract at any time without assigning any reasons.
- iii) In case of extension of contract period, the concerned contractor has to submit a request letter for his willingness to work in same terms and condition of agreement.

**34. PREPARATION & SUBMISSION OF BILL**

**Each claim bill of contractors must accompany the following documents: -**

- i. Copy of Attendance Sheet for the month for which the bill is claimed. Copy of wages Register extract mentioning the details of wages in respect of each worker duly countersigned by the Controlling officer for the month for which the bill is claimed.
- ii. E-payment receipt in original from bank/Certificate from Contractor that payment of wages was debited from his (contractor's) account on \_\_\_\_\_ (date) for each DEO.
- iii. A list of workers engaged against the work order each month.

Read, understood, complied & agreed

Signature & seal of bidder with Date

- v. The copy of receipt towards payment of EPF, ESI, etc. along with list of workers indicating the EPF/ ESI code, amount etc against each labourer(beneficiary), for the previous month.
- vi. Copy of the Work Order issued by AGM (Admn).
- vii. List of labours along with bank A/c No., EPF A/c No. ESI A/c No.
- viii. The contractor has to submit the payment challans of statutory dues, i.e., for Service Tax, EPF, ESI, etc. along with the bill for the last month of the tender period in addition to other documents as mentioned above.

**35. 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 CGM BBNW New Delhi shall be final and binding on all concerned.

**36. 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 CGM BBNW New Delhi reserves the right to vary the quantum of work against each respective zone as per actual requirement in the field from time to time.

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

**38. Termination of Contract by BSNL**

(a)The CGM BBNW New Delhi 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 CGM BBNW New Delhi 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.

Read, understood, complied & agreed

Signature & seal of bidder with Date

**39. Penalty Clause:**

For delays in the contractor's performance:

- a. If the quality of Data entry operators is not satisfactory or not provided for any reason at a particular location a penalty of Rs. 200/- in addition to deduction on pro rata basis shall be levied for each such location. The decision of the office in-charge of the BSNL shall be final and binding on the contractor.

**40. 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.

**41. 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.

**42. 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.

**43. 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 CGM BBNW New Delhi 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 CGM BBNW New Delhi 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 CGM BBNW New Delhi 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

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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 Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

- b. The venue of Arbitration proceeding shall be Office of CGM Broadband Network, CTS Compound Netaji Nagar New Delhi 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.

**44. Set Off:**

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

**45. 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. Late submission of bid
- v. Non-acceptance of correction of price As per Clause 36 ( c )

**46. 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.

Read, understood, complied & agreed

Signature & seal of bidder with Date

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

#### 47. E-TENDERING INSTRUCTIONS TO BIDDERS

The instructions given below are ITI's e-tender portal centric and for e-tenders invited by the Chief General Manager Broadband Network Circle New Delhi only.

##### A. General:

- a. Submission of Bids only through online process is mandatory for this tender conducting electronic 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 VII**) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.
  - ii. While uploading the documents, it should be ensured that the file name should be the name of the document itself for easy pairing and scrutiny.

##### B. Tender Bidding Methodology:

**It is a Two Stage bidding system-**

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

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

- a. Procure a Digital Signature Certificate (DSC) Class III.
- b. Register for Electronic Tendering System (ETS) in e-Tender Portal (<https://www.tenderwizard.com/BSNL>).
- 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)

Read, understood, complied & agreed

Signature & seal of bidder with Date

**D. Digital Certificates**

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

**E. Registration**

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

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

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

ITI Tender Wizard Help Desk Contact	Sh Rajesh Kumar Manager BD ITI Limited Tel.No.011-49424365, Mob.No.8800991844 between 10:30 hrs to 18:00 hrs from 30/11/2016 to 19/12/2016, e-mail id: twhelpdesk447@gmail.com
BSNL Contact-1	Shri Bhoop Singh AGM (HR & Admin) O/o Chief General Manager CTS Compound Netaji Nagar New Delhi, Tel.No.011-24674135, Fax: 011-26887888, Mob.No.9868285262 between 10:30 hrs to 18:00 hrs from 30/11/2016 to 19/12/2016, e-mail id: <a href="mailto:agmabbnw@bsnl.co.in">agmabbnw@bsnl.co.in</a>
BSNL Contact-2	Shri Manoj Kumar SDE(A) O/o Chief General Manager CTS Compound Netaji Nagar New Delhi, Tel.No.011-24104136, Fax: 011-26887888, Mob.No.9868188594 between 10:30 hrs to 18:00 hrs from 30/11/2016 to 19/12/2016, e-mail id: <a href="mailto:kumarmanoj234@gmail.com">kumarmanoj234@gmail.com</a>

**48. 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.bbnw.bsnl.co.in](http://www.bbnw.bsnl.co.in) and [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) upto 18:00 Hrs of 16/12/2016 which will be treated as final. The amendments if any will not be published in the Newspaper. It is the sole responsibility of the bidders to visit e-Tender Portal and keep themselves updated regarding amendments/ correction/modification etc.

Read, understood, complied & agreed

Signature & seal of bidder with Date

**49. OTHER INSTRUCTIONS, IF ANY**

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

Sl. No.	Description
1	Scanned copies of all the 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 2014-15 & 2015-16 pertaining to Assessment year 2015-16 and 2016-17
3	Self-Attested Photo copy of Experience Certificate
4	Self Attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of Tender Document
5	Self attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of EMD/Bid Security
6	Self-Attested Photo Copy of valid EPF registration certificate.
7	Self-Attested Photo copy of valid ESI Registration Certificate.
8	Self-Attested Photo copy of valid Labour license issued by Central Labour Commissioner or undertaking to be given by bidders for submission of labour licence within 45 days from the the date of award of work.
9	Self-Attested Photo copy of valid Service Tax Registration Certificate.
10	No near relative certificate duly filled in and signed, ( <b>Annexure-D</b> ).
11	Scanned copy of Letter of Authorization to Tender Opening Event (TOE) duly filled and signed. Annexure-G.
12	Tenderer's profile duly filled in and signed. ( <b>Annexure-I</b> ).
13	Self-Attested Photo copy of Original "Power of Attorney" in case person other than the tenderer has signed the tender documents
14	Self-Attested Photo copy of "Partnership Deed" duly registered if applicable
15	Self-Attested copy of Declaration of Non - tampering of relevant document required for tender duly filled and signed. ( <b>Annexure-B</b> ).
16	Self-Attested copy of Declaration for Downloading the tender Document duly filled in and signed vide Annexure-E.
17	Self-Attested copy of Bid form duly filled in and signed. ( <b>Annexure-K</b> )
18	Self-Attested copy of Clause by clause compliance duly filled and signed. Annexure-C.
19	Self-Attested copy of the Check list duly filled in
20	Self-Attested copy of the Integrity Pack duly filled and signed, ( <b>Annexure-H</b> ).
21	Self-attested copy of Undertaking regarding genuineness of the documents/information submitted duly filled and signed, ( <b>Annexure-M</b> )
22	Undertaking to submit labour license for those many number of labourers for which he will be awarded within two months of issue of work order, if he does not possesses the license of such labourers. Annexure-L.
23	Self attested photo copy towards proof of payment for EPF & ESI for the financial year, 2015-16.

b. The bidder has also to upload the scanned copy of the above documents during uploading of the bid in E - format and the cost of the tender paper and EMD through online/NEFT/RTGS before the closing time of the closing date.

c. Special Note on Security of Bids in ETS:

- i. Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

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Signature & seal of bidder with Date



- 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.
- d. Public Online Tender Opening Event (TOE)
- i. ETS offers a unique facility for "Public Online Tender Opening Event (TOE)" . Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.
- ii. Every legal requirement for a transparent and secure, Public Online Tender Opening Event (TOE) has been implemented on ETS. As soon as a Bid is decrypted with the corresponding Pass-Phrase as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual Tender Opening Event is therefore replaced with this superior and convenient form of Public Online Tender Opening Event (TOE).
- iii. ETS has a unique facility of "Online Comparison Chart" which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.
- iv. ETS has a unique facility of a detailed report titled "Minutes of Online Tender Opening Event (TOE) covering all important activities of Online Tender Opening Event (TOE)". This is available to all participating bidders for "Viewing/ Downloading". There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.
- v. For further instructions, the vendor should visit the homepage 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-III 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.

Read, understood, complied & agreed

Signature & seal of bidder with Date

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. Submit your bids well in advance of tender submission deadline on ETS. There could be last minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.

vii) Minimum Requirements at Bidders' end to access and use e-Tender Portal:

Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)

Broadband connectivity.

Microsoft Internet Explorer 8.0 or above

Digital Certificate(s) class III

viii) Helpdesk for Vendors

Vendors may contact the M/s ITI Limited Helpdesk personnel given in Clause-24(d) of Section -V. for any type of assistance/help which they may require while uploading the bids.

**SECTION-VI****FINANCIAL BID****RATE SHEET**

The bidder should quote his service charge in **percentage** of the amount shown under column No.-3 against Sl. No-1 of Section-III (Schedule of Rates) both in figures & words of per day wages of one labourer effective from date 01.10.2016 onwards as decided by Chief Labour Commissioner (C), GOI, New Delhi.

During validity period of the tender, the per day wages of one labourer and the Wage rate of labourer, Employer's (Contractor's) share of EPF contribution and Employer's (Contractor's) share to be paid to the contractor (Bidder) excluding Service Tax is automatically allowed to be changed w.e.f dated 01.04.2017 to 30.09.2017, till next revision by Chief Labour Commissioner (C), GOI, New Delhi.. The above revision in per day wages will be strictly as per decisions and circulars of Chief Labour Commissioner (C), GOI, New Delhi. only.

Sl. No.	Service Charge rate in % of wage component as in SEC-III	
	In figure	In words

Note: The Employer's (Contractor's) share of service charge for providing per day per labourer will be in percentage rate of amount of wages per day (for urban areas) as on 01.10.2016 of the above. The rate of per day wages during the period of contract will be as per the rates communicated by the Chief Labour Commissioner (C), GOI, New Delhi from time to time.

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

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

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

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

Read, understood, complied &amp; agreed

Signature &amp; seal of bidder with Date

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

Sl No.	Description	Remarks (Yes (Y), No (N), Not Applicable (NA) (/ Tick whichever is applicable)		
		Y	N	NA
1	Scanned copies of all the 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 2014-15 & 2015-16 pertaining to Assessment year 2015-16 & 2016-17			
3	Self-Attested Photo copy of Experience Certificate			
4	Self Attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of Tender Document			
5	Self attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of EMD/Bid Security			
6	Self-Attested Photo Copy of valid EPF registration certificate.			
7	Self-Attested Photo copy of valid ESI Registration Certificate.			
8	Self-Attested Photo copy of valid Labour license issued by Central Labour Commissioner or undertaking to be given by bidders for submission of labour license within 45 days from the date of award of work.			
9	Self-Attested Photo copy of valid Service Tax Registration Certificate.			
10	No near relative certificate duly filled in and signed, Annexure-D.			
11	Scanned copy of Letter of Authorization to Tender Opening Event (TOE) duly filled and signed. Annexure-G.			
12	Tenderer's profile duly filled in and signed. Annexure-I.			
13	Self-Attested Photo copy of Original "Power of Attorney" in case person other than the tenderer has signed the tender documents			
14	Self-Attested Photo copy of "Partnership Deed" duly registered if applicable			
15	Self-Attested copy of Declaration of Non - tampering of relevant document required for tender duly filled and signed. Annexure-B.			
16	Self-Attested copy of Declaration for Downloading the tender Document duly filled in and signed vide Annexure-E.			
17	Self-Attested copy of Bid form duly filled in and signed. Annexure-K.			
18	Self-Attested copy of Clause by clause compliance duly filled and signed. Annexure-C.			
19	Self-Attested copy of the Check list duly filled in			
20	Self-Attested copy of the Integrity Pack duly filled and signed, Annexure-H.			
21	Self-attested copy of Undertaking regarding genuineness of the documents/information submitted duly filled and signed, Annexure-M.			
22	Undertaking to submit labour license for those many number of labourers for which he will be awarded within two months of issue of work order, if he does not possesses the license of such labourers. Annexure-L.			
23	Self attested photo copy of proof of payment of EPF & ESI for the financial year 2015-16.			

Read, understood, complied &amp; agreed

Signature &amp; seal of bidder with Date

B.

Sl. No.	Description	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
		Y	N	NA
1	Whether all the <u>scanned documents</u> as required are uploaded in the E-Tender Portal?			
2	Whether Financial Bid for 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 &amp; agreed

Signature &amp; seal of bidder with Date

**SECTION-VIII****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: INTEGRITY PACT
9.	ANNEXURE-I: TENDERER'S PROFILE
10.	ANNEXURE-J: MANDATE FORM FOR TRANSFER OF PAYMENT THROUGH ELECTRONIC CLEARANCE / ELECTRONIC FUND TRANSFER
11.	ANNEXURE-K: BID FORM
12.	ANNEXURE-L: UNDERTAKING FOR LABOUR LICENCE
13.	ANNEXURE-M:UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED

Read, understood, complied &amp; agreed

Signature &amp; seal of bidder with Date

ANNEXURE-AAGREEMENT (Sample Format)

An agreement is made on ( ) between

(hereinafter called the contractor) which expression shall where the context so remits include his/their respective heirs, executors administrative, representatives and assign of the one part and Bharat Sanchar Nigam Limited through Chief General Manager BBNW New Delhi (herein after referred to as the BSNL) of the other part.

Whereas the contractor has offered to enter into a contract with the said Bharat Sanchar Nigam Limited for Tender of " " on the terms and conditions of the tender issued by the CGM BBNW New Delhi vide tender No: BSNL/BBNW/Data entry/2016-17 Dated:30.11.2016 and the offer has been duly accepted by the competent authority to award the work vide memo No:- . The contractor has deposited Rs. (Rs. ) as performance security vide DD No.

Now, these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows:

1. The contractor shall during the period of this contract that is to say from ----- to ----- or until this contract is terminated safely carry out by means of labourers employed at his own expenses and by means of tools and material implements to be supplied by him at his own expenses for works against tender vide No:- -----
2. It is understood by the contractor that the quantity of work mentioned in the schedule is likely to change as per actual requirements as demanded by the exigencies of service.
3. If the contractor does not complete the work or deserts the work, the department is at liberty to get the work done from any other agency as deemed fit and difference in expenditure will be recovered from the contractor.
4. The contractor will abide by all the terms and conditions of the tender vide No:- -----
5. The CGM BBNW has the right to terminate/extend the contract either partly or fully at any stage without assigning any reason by giving 15 days notice in writing to that effect and shall not be liable to pay any compensation to the contractor thereof.
6. Now with these presents witness, it is hereby agreed and declared by and between both the parties that Annexure-I of the tender i.e. rates accepted are integral part of this agreement and will be followed scrupulously. In witness where both the parties these presents, have set their hands and seals this day, month and year written above.
7. The contractor shall be responsible for payment of Service Tax. With central excise & Taxation Deptt. The documentary proof of the same must be submitted with in One month of payment of particular bill for the amount of Service Tax charged in the said bill.
8. NIT, Tender documents and the agreement signed forms the integral part of this agreement.

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

Page 31 of 48

Signature of the Contractor

Name/Address of the Contractor

Signed and delivered

for and on behalf of the

Bharat Sanchar Nigam Limited.

In the Presence of witness:

1. Signature:

1. Signature:

Name/Address:

Name/Address:

Designation:

Designation:

Read, understood , complied & agreed

Page 32 of 48

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

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

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

Signature of bidder/Authorized Signatory

Name \_\_\_\_\_

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

ANNEXURE-C

DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE

I \_\_\_\_\_ (authorized signatory)

hereby declare that I shall comply with all the terms and conditions of the tender documents as outlined in all the clauses unconditionally.

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

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

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

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

ANNEXURE-D

NO NEAR RELATIVES CERTIFICATE IN BSNL

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

DECLARATION

I/We \_\_\_\_\_ S/o \_\_\_\_\_

\_\_\_\_\_ resident of \_\_\_\_\_

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

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

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

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

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

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

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

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

(Capacity in which signing)

Place:  
Date:

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-E

Declaration for Downloading the tender Document.

I \_\_\_\_\_ (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website [www.bbnw.bsnl.co.in](http://www.bbnw.bsnl.co.in) or [www.tenderwizard.com/BSNL](http://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)

**ANNEXURE-F**  
**PERFORMANCE BANK GUARANTEE (BOND FORM)**

In consideration of Chief General Manager Data Network Bharat Sanchar Nigam Limited, New Delhi (here in after called the BSNL, New Delhi) having agreed to exempt \_\_\_\_\_ (here in after called the said contractor(s) from the demand of security deposit/earnest money of Rs. \_\_\_\_\_ on production of Bank Guarantee for Rs. \_\_\_\_\_

For the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement dated \_\_\_\_ and Tender document no. **BSNL/BBNW/Data entry/2016-17 Dated: 30.11.2016** (herein after referred to as Agreement) in connection with the contract for supply of \_\_\_\_\_ we, (name of the bank)

\_\_\_\_\_ (Here in after referred to as "the Bank") at the request of \_\_\_\_\_ (Contractor (s) do hereby undertake to pay to the BSNL, New Delhi an amount of not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL, New Delhi by reason of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL, New Delhi stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the BSNL, New Delhi by reason of breach by the said contractor(s) of any of the terms & conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said Agreement or breach of any terms and conditions of contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL, New Delhi 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. \_\_\_\_\_
3. We undertake to pay to the BSNL, New Delhi any money so demanded not withstanding any disputes raised by the contractor(s)/supplier (s) in any suit or proceeding pending before any court of tribunal relating thereto our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment
4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect initially for a period of one year from the date of acceptance and further agree to extend the same from time to time ( three months at each time). It shall continue to be enforceable till all the dues of the BSNL, New Delhi under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL, New Delhi certifies that the terms & conditions of the said agreement have been fully and 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 three months from the date hereof, we shall be discharged from all liabilities under this guarantee there after.

Read, understood, complied & agreed

Signature & seal of bidder with Date

5. We (name of the bank) further agree with the BSNL, New Delhi that the BSNL, New Delhi shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or extend time of performance by the said contractor(s) from time to time or to postpone for any from time to time any of the powers exercisable by the BSNL, New Delhi against the said contractor(s) and to forbear or enforce any of the terms & 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, and or any omission on the part of the BSNL, New Delhi or any indulgence by the BSNL, New Delhi to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us
  
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/supplier(s)
  
7. We (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of BSNL in writing.

This guarantee is valid from \_\_\_\_\_ to \_\_\_\_\_

Dated: \_\_\_\_\_

For \_\_\_\_\_

(Indicating the name of the bank)

**N.B.:** This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.

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

AGM(Admn)  
O/o CGM BBNW  
New Delhi

Sub: Authorization for attending bid opening on \_\_\_\_\_ (date) in the Tender for labourers in Broadband Network Circle New Delhi.

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 the authorization as prescribed above is not received.

Read, understood, complied &amp; agreed

Signature &amp; seal of bidder with Date

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 below.

**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) 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) shall not, directly or through any other person or firm, offer Promise or give to any of the Principal employees involved in the tender process or the execution of the contract or to any third person any material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - (b). The Bidder(s)/Contractor(s) shall 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.

Read, understood, complied & agreed

Signature & seal of bidder with Date



(c). The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India, further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

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

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

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

### **Section 4-Compensation for Damages**

(i). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages 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.

Read, understood, complied & agreed

Signature & seal of bidder with Date

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

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

**Section 8- External Independent Monitor/ Monitors**

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

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

4. The Principal will provide to the Monitor sufficient information about all meeting among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the BSNL 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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

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

**Section 10- Other Provisions**

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

For the Principal

For the Bidder/Contractor

Place.....

Witness 1

Place.....

Witness 2

Read, understood, complied & agreed

Signature & seal of bidder with Date

ANNEXURE-ITENDERER'S PROFILE

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

Sl#	Item	
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)	Details
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	PAN No. & Income Tax Circle	
9	Brief description of the work carried out in last two years - 2014-15 and 2015-16	
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: Service Tax Registration Number: Labour Registration Number: Sales Tax Registration Number:	

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

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

Place:

Signature of tenderer /authorized signatory

Read, understood, complied & agreed

Signature & seal of bidder with Date

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

To

AGM(Admn)  
O/o CGM BBNW New Delhi

Sir,

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

Sl#	Item	Details
1	NAME OF THE CONTRACTOR	
2	NAME OF THE BANK	
3	NAME OF THE BRANCH	
4	TYPE OF ACCOUNT CA/SB/CC	
5	BANK ACCOUNT NUMBER	
6	BANK CODE (MICR CODE)	
7	BANK IFSC CODE	
8	ADDRESS OF BANK	

I hereby declare that the details furnished above have been verified by me and found to be correct.

Read, understood, complied & agreed

Signature & seal of bidder with Date

ANNEXURE-K

BID FORM  
(To be attached with Section-VII A)

To

AGM(Admn)  
O/o CGM BBNW New Delhi

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 **10%** of the contract sum for the due performance of the Contract.
- 4) We agree to abide by this Bid for a period of **180** days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
- 5) Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 6) Bid submitted by us is properly verified and prepared so as to prevent any subsequent replacement. We understand that you are not bound to accept the lowest or any bid, you may receive.
- 7) We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL). Any deviation will result in the rejection of the bid.

a. Date (DD/MM/YYYY) : \_\_\_\_\_

b. Signature of (Bidder or authorized signatory): \_\_\_\_\_

c. Name (Bidder or authorized signatory): \_\_\_\_\_

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

e. Witness .....

f. Address .....

Read, understood, complied & agreed

Signature & seal of bidder with Date

ANNEXURE-L

UNDERTAKING TO SUBMIT LABOUR LINCENCE

I, Sri/Smt/M/s \_\_\_\_\_  
(Name of the Contractor) do hereby undertake to submit labour license for \_\_\_\_\_ number of labourers for which I/We will be awarded for providing labourers within two months of issue of work order as I do not possess the license of such labourers at present.

Place: \_\_\_\_\_ Signature of tenderer /Authorised signatory

Date: \_\_\_\_\_ Name & Seal of the tenderer

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-M

UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED

I, Shri/Smt ..... Son/Daughter of Shri ..... do hereby solemnly undertake that all the documents / certificates submitted by me with this tender (tender for man power to carry out Data Entry and allied services in Broadband Network Circle New Delhi 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