



**Bharat Sanchar Nigam Limited**  
(A Govt. of India Enterprise)  
Office of the General Manager, Telecom District  
Arunachal Pradesh SSA, Itanagar - 791111

**e-Tender**  
for  
**Contract Job**  
of  
**Operation/Office Upkeeping and Allied Works**  
in  
**BSNL, Arunachal Pradesh SSA**  
(Technical Bid)

**ZONE-3 (Roing, Tezu, Namsai, Changlang and Khonsa)**

**Tender No: WG-354/F/2018-19/6**

**Dated 05/12/2018**

**Due Date of Opening: 24/05/2019**

**Validity of Offer: 180 Days from the Date of Opening**

<b>Cost of Bid document</b>	<b>Rs. 590/- Only (including 18% GST)</b>
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**SECTION - I**  
**Bharat Sanchar Nigam Limited**  
(A Govt. of India Enterprise)  
**Office of the General Manager Telecom,**  
**Arunachal Pradesh SSA, Itanagar – 791 111**  
**Notice Inviting e-Tender**

**Tender Enquiry No: WG-354/F/2018-19/6**

**Dated 05/12/2018**

On behalf of BSNL, the General Manager Telecom, Arunachal Pradesh SSA, Sanchar Bhawan, Itanagar-791111, invites e-Tenders from bona fide and experienced contractors for **Skilled/Semi skilled/Unskilled Contract Job of Operation/Office Upkeeping and allied works in the ZONE-3 areas of Arunachal Pradesh SSA (Roing, Tezu, Namsai, Changlang and Khonsa).**

Name of e-Tender	Contract Job of Operation / Office Upkeeping and allied works in BSNL, Arunachal Pradesh SSA in <b>Zone-3 (Roing, Tezu, Namsai, Changlang and Khonsa)</b>	
Approximate Quantity	64 Nos.	
Duration of Contract	One Year.	
Tender Enquiry No. and Date	WG-354/F/2018-19/6	Dated 05/12/2018
Estimated Cost	Rs 1,15,20,000/-	
Cost of Bid Document	Rs 590/- <b>(Including 18% GST)</b>	
EMD	Rs 2,30,400 /-	
Tender Processing fee	<b>Rs. 5900/-</b> incl. GST @18% to be paid to M/s ITI Limited, Kolkata through E-Payment gateway only. (0.04% of Tender Value/Estimated Cost subject to minimum cap of Rs.500/- and maximum cap of Rs.5000/- plus applicable GST)	
Bid / Document Downloading /Uploading	Start Date: 01-05-2019	End Date: 24-05-2019
	Start Time: 1000 Hrs	End Time: 1459 Hrs
Tender Closing Date and Time	Closing Date: 24-05-2019 Closing Time: 1500 Hrs	
Date and Time of Opening of Tender (Technical Bid)	Date: 24-05-2019	Time: 1530 Hrs
	Venue: Conference Hall, O/o the GMTD, BSNL, Itanagar.	
Date and Time of Opening of Financial Bid	To be intimated later.	

The interested bidder may visit [www.tenderwizard.com/BSNLKOL](http://www.tenderwizard.com/BSNLKOL) and participate in the e-tender.

Sd/-  
AGM (Plg)  
O/o the GMTD, BSNL, Itanagar,  
Arunachal Pradesh

## SECTION-II

### Instructions to Bidders

1. **Scope of Works:** Skilled/Semi-skilled /Unskilled Contract Job of Operation/Office Upkeeping and allied works in **Zone-3** areas of Arunachal Pradesh SSA. (**Roing, Tezu, Namsai, Changlang and Khonsa**)

2. **Eligible Bidders:** *The bidder/contractor should have an experience of 1 year or more, either in Govt. department or BSNL or any PSU in the concerned field or similar works. The bidder should have a turnover amount of Rs. 25,00,000/- (Rs. Twenty Five Lakhs) for at least 1 year in the last 3 years.*

3. **Cost of bidding:**

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

4. **Instructions for Online Bid Submission**

4.1 Bidders to submit the bids online through the [www.tenderwizard.com/BSNLKOL](http://www.tenderwizard.com/BSNLKOL)

4.2 Bidder should possess valid Digital Signature Certificate (DSC).

4.3 Bidder should do the enrolment in the e-tender website [www.tenderwizard.com/BSNLKOL](http://www.tenderwizard.com/BSNLKOL).

4.4 Bidder should download the vendor guidelines by clicking the “**Help Manuals / DSC / Application Forms / Circulars**” from the website and goes through the document in detail for getting step by step information about registration and participation in the e-tender procedure.

4.5 The bidders should provide the correct information including valid email id. All the correspondence shall be made directly with the bidders through email id provided.

4.6 Bidder need to login to the e-tender site through their user ID/ password chosen during registration.

4.7 Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.

4.8 The DSC that is registered only should be used by the bidder and should ensure safety of the same.

4.9 Bidder may go through the tenders published on the site and download the required tender documents for the tenders he/she is interested in.

4.10 After downloading the tender document, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.

4.11 If any clarification is required, the same may be obtained online through the e-tender website, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.

4.12 Bidder should then log in to the site through the secured log in by giving the user id/ password chosen during registration and then by giving the password of the eToken/SmartCard to access DSC.

4.13 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender documents carefully and upload the documents as asked; otherwise, the bid will be rejected.

4.14 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However, if the file size is less than 1 MB the transaction uploading time will be very fast.

4.15 If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting, if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.

4.16 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under “Document Library” option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

4.17 (a) **Cost of Bid Document (non-refundable) and EMD:** Bidder should submit the cost of bid document and EMD in offline in the form of Demand Draft/Banker Cheque. In case of, Demand Draft/Banker Cheque, the same should be prepared separately for Cost of Bid document and EMD. The Demand Draft/Banker Cheque should be prepared in favour of “Accounts Officer (Cash), BSNL, Itanagar” payable at “SBI, Itanagar”. The original DD/BC should be posted/couriered/given in person to “AGM (Plg), O/o the GM (Telecom), BSNL, Itanagar, Arunachal Pradesh-791111”, within the bid submission due date & time for the tender. Scanned copy should be uploaded as part of the offer.

Exemption of tender fee & EMD will only be given to MSE bidders subject to submission of valid NSIC/MSME Registration Certificate and UAM Registration Certificate as given in **Clause 9**.

The bidder should ensure that the Demand Draft/Banker Cheque reach before the last date and time of submission as mentioned in the NIT. BSNL will not be responsible for any late delivery by courier/postal services and the bid will be summarily rejected, if the cost of bid document and EMD are not received before due date and time of opening of the tender.

(b) **Tender Processing fee (non-refundable):** The tender processing fee(non-refundable) @0.04% of tender value subject to minimum cap of Rs. 500/- and maximum cap of Rs. 5000/- plus applicable GST has to be paid online by the bidder through the e-tender website through E-Payment gateway to M/s ITI Limited, Kolkata, the Application Service Provider of our E-procurement portal [www.tenderwizard/BSNLKOL](http://www.tenderwizard/BSNLKOL) for participation in the e-Tender through this portal. This is in addition to other statutory payments (e.g. Bid Cost, EMD, etc.) to the Tendering Authority.

4.18 The bidder has to select the payment option as offline to pay the cost of bid document and EMD as applicable and enter details of the instruments.

4.19 While submitting the bids online, the bidder should read all the terms & conditions and accepts the same to proceed further to submit the bid.

4.20 The details of the DD/BC, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable and summarily rejected.

4.21 Bidder has to download the bid document and then upload again using Digital Signature. The bidder has to digitally sign and upload the required bid documents one by one as indicated.

**Bidders should note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.**

4.22 The following Form of bid document should be filled up, signed with seal, scanned and uploaded in the e-tender website by bidder:

**(i) Bid Form (Section-IV)**

**(ii) Certificate of non-participation of near relatives (Annexure-II)**

4.23 If the price bid format is provided in a excel file, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

4.24 The bidders are requested to submit the bids through online e-tendering system well before the bid submission end date & time (as per Server System Clock). BSNL will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

4.25 After the final bid submission, the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

4.26 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

4.27 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & will not be viewable by any one until the time of bid opening.

4.28 Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender is opened by the authorized bid openers.

4.29 The confidentiality of the bids is maintained since the Secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

4.30 The bidder should logout of the tendering system using the normal logout option and not by selecting the (X) exit option in the browser.

4.31 For any queries regarding e-tendering process, the bidders are requested to contact / email as provided in the tender document.

## **5. Bid Document:**

5.1 Bid Document includes:

- a. Notice Inviting e-Tender
- b. Instructions to Bidders
- c. Special cum Commercial Condition of Tender
- d. Bid Form
- e. Schedule of Rate
- f. Certificate of Non-participation of near relatives
- g. Agreement Form
- h. Financial Bid
- i. Performance Security (Guarantee) Form
- j. Letter of authorization to attend Bid opening
- k. Undertaking
- l. Check List

5.2 The Bidder is requested to examine all instructions, forms, terms and specification in bid documents. Failure to furnish all the information required as per bid documents and submission of the bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5.3 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser online. The Purchaser shall respond online to any request for clarification of the Bid Documents in given specific Date & Time and clarification by the Purchaser shall be sent to the prospective bidder online.

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

## **6. Amendment to Bid document:**

6.1. At any time prior to the date of submission of bid, BSNL 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.

6.2. The amendments shall be notified online only through corrigendum, if any.

6.3. In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

**6.4 Interested bidders are advised to check their registered e-mail regularly for Corrigendum(s), Addendum(s), clarifications issued, even after submission of bids, before the Tender Closing Date and Time. Bids are liable to be rejected straightaway if**

**the bids are not submitted/re-submitted (uploaded) as per the amendment(s) to the e-Tender.**

**7. Bid Price:**

**7.1 RATES TO BE QUOTED BY TENDERER:** The rates should be quoted for the Service Charge over and above the Basic rate as per the format given in the Financial Bid. The rates should be quoted both in words & figures. In case of discrepancy, lower of these rates will be considered. Modification / replacement of template by the bidder will lead to cancellation of the bid.

**8. EMD Value**

8.1 Bidder should submit the **EMD** Amount of **Rs. 2,30,400/-** in offline mode. The Demand Draft/Banker Cheque should be prepared as per the amount mentioned in NIT in favour of "Accounts Officer (Cash), BSNL, Itanagar" payable at "SBI, Itanagar". The original should be posted/couriered/given in person to "AGM (Plg), O/o the GM(Telecom), BSNL, Itanagar, Arunachal Pradesh - 791111", within the bid submission due date & time for the tender. Scanned copy should be uploaded as part of the offer.

The bidder should ensure that the demand draft/banker cheque reach before the last date and time of submission as mentioned in the NIT. BSNL will not be responsible for any late delivery by courier/postal services and the bid will be summarily rejected, if the cost of bid document and EMD are not received before due date and time of opening of the tender.

8.2 The successful bidder's bid security will be discharged upon the bidders acceptance of the award of contract satisfactorily and furnishing the performance security.

8.3 The Bid Security may be forfeited.

a. If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.

b. If the successful bidder fails

i. To sign contract

ii. To furnish performance security.

iii. The bid security of unsuccessful bidder will be discharged / returned as early as possible, but not later than 30 days after the expiry of the period of bid validity.

8.4 If the bidder fails to submit EMD or the EMD is not received on or before the due date and time, the bid submitted by such bidder will be summarily rejected.

**9. Exemption from paying of Cost of Bid Document and EMD for MSEs registered with NSIC/ any other body specified by MoMSEM:**

9.1 The bidders (Small Scale Units) who are registered with National Small Scale Industries Corporation under Single Point Registration Scheme are exempted from payment of Cost of bid document and EMD of the Tender.

9.2 Micro and Small Enterprises(MSEs) registered with MoMSEM, District Industries Centres (DICs) /Khadi & Village Industries Commission(KVIC)/Khadi & Village Industries Board(KVIB)/Coir Board/National Small Industries Corporation/Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises(MoMSME) as per MSMED Act 2006 , and further amendments for goods produced and services rendered shall be issued Tender Documents free of Cost and shall be exempted from paying EMD.

9.3. Any MSE registered bidders stated in 9.1 & 9.2 claiming exemption from the payment of Cost of bid document and bid security(EMD) shall submit a copy of the Registration Certificate of UAM.



**9.4 In case of MSE, registration & declaration of UAM number in Central Procurement Portal (CPPP) is mandatory w.e.f. 01.04.2018. The bidders who fail to submit UAM number shall not be able to avail benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012 issued by MoMSME.**

#### **10. Format and signing of bid:**

Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

#### **11. Submission of Bid:**

11.1 Bidder should log into the site [www.tenderwizard.com/BSNLKOL](http://www.tenderwizard.com/BSNLKOL) well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission date and time.

11.2 Bidder should prepare and submit the cost of bid documents and EMD as per the instructions given in bid document. The details of the relevant instrument physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise the uploaded bid will be rejected.

11.3 While submitting the bids online, the bidder shall read the terms & conditions and accepts the same in order to proceed further to submit their bid.

11.4 Bidder shall select the payment option as offline to pay the cost of bid document and EMD and enter details of the relevant instrument.

11.5 Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.

11.6 Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

**11.7 Utmost care shall be taken for uploading Bill of Quantity & Price Bid and any change/ modification of the price schedule shall render it unfit for bidding. Bidders shall download the BoQ in XLS format and save it without changing the name of the file. Bidder shall quote their rates in figures in white background cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the Bill of Quantity & Price Bid is found to be modified by the bidder, the bid will be rejected. The bidders are cautioned that uploading of financial bid elsewhere will result in rejection of the tender.**

11.8 Bidders shall submit their bids through online e-tendering system well before the bid submission end date & time (as per Server System Clock). BSNL will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the last moment.

11.9 After the final bid submission in the e-tender portal, the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.

11.10 Bidder should follow the server time being displayed on bidder's dash board at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

#### **12. Bid opening**

12.1 Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who chose to attend on opening date and time. Also the bidders

can participate online during the bid opening process from their remote end thru their dashboard.

12.2 The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (format is given in section VII).

12.3 The date fixed for opening of bids, if subsequently declared as holiday by the Govt., the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered.

**Copy of the Authorization Letter should be uploaded along with other required documents and also the authorized representative should possess a valid Proof of Identity document like Official ID, Aadhaar Card, Voter ID, Driving Licence, etc. to be produced on demand by BSNL.**

### **13. Clarification of Bids:**

To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. **However, no post bid clarification at the initiative of the bidder shall be entertained.**

### **14. Bid Evaluation:**

14.1 Bid Evaluation will be done in two stages i.e. Technical Bid Evaluation and Financial Bid Evaluation.

14.2 The "Technical Bid" will be evaluated first. Those bidders who are found to be technically qualified, their financial bid only will be opened at later date. The date & time of opening of "Financial bid" shall be conveyed to all the bidders who have qualified in technical bid and their representative shall be allowed to attend the financial bid opening.

14.3 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.

14.4 If there is a discrepancy between words and figures the amount in words shall prevail prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which contains to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non responsive will be rejected by BSNL.

14.5 BSNL shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price offered inclusive of all levies and charges as indicated in the price schedule. The lowest bidder will be decided on the value of "Grand Total" as mentioned the Price Schedule.

### **15. Award of Contract:**

15.1 BSNL shall consider placement of advance work order to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within ten (10) days of issue of advance work order, give his acceptance along with performance security in conformity with **Section III** with the bid document.

15.2 The issue of an Advance work Order shall constitute the intention of the work to enter into the contract with the bidder.

15.3 The BSNL may award the tender to more than one supplier at the rates quoted by the lowest tenderer for each of the category.

**16. BSNL's right to accept any bid and to reject any or all bids:**

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 on the grounds for the Purchaser's action.

**17. Signing of Contract**

**17.1** Signing of Agreement shall constitute the award of contract on the bidder.

**17.2** Upon the successful bidder furnishing the performance security, the BSNL shall discharge its bid security.

**18. Annulment of Award**

Failure of the successful bidder to comply with the requirement of **Clause 16** shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

**19. Period of validity of bids:**

**(i)** The bid shall remain valid for 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.

**(ii)** A bidder accepting the request of BSNL for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

## SECTION-III

### Special cum Commercial Conditions of Tender

1. **Name of the Work:** Contract Job of Operation/Office Upkeeping and allied works at various exchanges / office premises of BSNL, Arunachal Pradesh SSA in **Zone-3 (Roing, Tezu, Namsai, Changlang and Khonsa)**

2. **EARNEST MONEY-DEPOSIT:** The EMD of amount of **Rs. 80,000/- Only** to be deposited in the form of account payee Bank Draft payable to “Accounts Officer (Cash), BSNL, O/o the GMTD, BSNL, Itanagar”, drawn on any Nationalized/scheduled Bank of Itanagar. The EMD shall be forfeited in case the tenderer withdraws his tender before the final acceptance or fails to enter into the prescribed agreement with BSNL for execution of work after the tender is accepted. EMD of unsuccessful bidders will be refunded after finalization of the tender without any interest. For successful tenderer the EMD will to be refunded without any interest after signing the agreement & submission of Performance Bank Guarantee.

3. **Validity of Bid:** The bid validity period is 180 days from the date of opening of bid documents.

4. **Validity of Tender:** The contract of tender is valid for a period of **One year** from the date of signing the agreement. However the GMTD, ARP SSA reserves the right to increase the period to a maximum of One year or decrease the period as per requirement.

5. **Estimated Work:-** The probable no. of persons required in the **Zone-3** sub-divisions (Roing, Tezu, Namsai, Changlang, Khonsa) is around **64 Unskilled** and the approximate estimated cost of the tender is **Rs. 1.152 Crore** per calendar Year.

6. **ELIGIBILITY CRITERIA-:** *The bidder/contractor should have an experience of 1 year or more in either in Govt. department or BSNL or any PSU in the concern field or similar works. The bidder should have a turnover of Rs. 25, 00,000/-(Rs. Twenty Five Lakhs) for at least 1 year in the last 3 years.*

#### 7. SECURITY

The successful tenderer / tenderers will have to deposit a sum of **Rs. 5,76,000/-(Rupees Five Lakhs Seventy Six Thousand Only)** in the form of FD or bank guarantee valid up to and including six months after the period of contract from a nationalized/scheduled bank in favor of before agreement. 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 prorata basis.

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

- a) Unsatisfactory service.
- b) Theft or misappropriation of articles of the BSNL.
- c) Damage caused to BSNL assets and damage/loss to store issued
- d) Withdrawal of the successful tenderer from the contract before its expiry without giving proper notice as specified in the terms & conditions of this tender document. The security will be released within a fortnight from the date of payment of final bill on production of no due certificate from the competent authority.
- e) Or all or some of the above.

## **8. Penalty Clause**

a) Deduction for poor service shall be made as per the assessment made by the concerned Sub Divisional Engineer/Divisional Engineer. Non availability of persons shall also attract deduction. Decision of the above said officer will be final.

b) Penalty for delay in completion in work shall be recoverable from the bill of the contractor and/or by adjustment from the SD or from the bill of any other contract. However adjustment from SD will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.

**9. The near relative of employees of Arunachal Pradesh SSA BSNL are prohibited from participation of 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).*

## **10. DOCUMENTS TO BE SUBMITTED WITH THE TENDER:**

1. The bid document should be downloaded and then uploaded using DSC.
2. The following Form of bid document should be filled up, signed with seal, scanned and uploaded in the e-tender website by bidder:
  - (a) Bid Form (Section-IV)
  - (b) Certificate of non-participation by family members (Annexure-II)
3. Cost of Bid Document. Scan copy of DD/Banker Cheque to be uploaded in e-tender website and original to be sent to BSNL as per the procedure given in bid document.
4. EMD. Scan copy of DD/Banker Cheque to be uploaded in e-tender website and original to be sent to BSNL as per the procedure given in bid document.
5. Experience Certificate as per Clause 2 of Section-I of NIT (the Turnover Certificate should be issued by the concerned DDO or AO (Cash) and work order copy for at least 1 year in the last 3 years).
6. Partnership deed in case of partnership firm.
7. Power of Attorney in case the bid document is signed & submitted by Power of Attorney holder.
8. An undertaking by the bidder that the Labour Licence from Central Labour Commission, Govt. of India, will be arranged within one month from date of issue of work order as per the format in **Annexure VII**
9. Trading Licence having validity period on the day of opening of tender. Any trade licence having labour involvement or labour-oriented nature of work will be considered as a valid one. In case of any ambiguity, the decision of BSNL will be final.
10. (a) A copy of valid PAN card of the firm or Owner.  
(b) A copy of valid GST REGISTRATION document and Registration number.  
(c) A copy of valid EPF registration document and EPF Account No.

11. (a) Micro and Small Enterprises(MSEs) bidder should submit valid Registration Certificate with MoMSEM/ District Industries Centres (DICs) /Khadi & Village Industries Commission(KVIC)/Khadi & Village Industries Board(KVIB)/Coir Board/National Small Industries Corporation/Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises(MoMSME) as per MSMED Act 2006

**(b) A copy of UAM Registration Certificate is to be uploaded.**

**The Tenders uploaded without above mentioned documents will be rejected straightaway.**

12. The tenderer will not claim any permanent absorption of the workers to be engaged in through this contract.

13. The tenderer will observe necessary formalities as per the provision of the Labour Act & BSNL will not in any way be responsible for any breach of labour act or any cases relating to labour and employment. However the following points may be implemented.

(a) Muster roll has to be maintained by the contractor in respect of contract labourers engaged by them. He shall maintain complete personal data of persons employed by him such as Passport Photo, Name, Father's Name, Permanent address, Village, District, Police Station concerned, Signature and Finger prints etc. The incumbent should have undergone character and antecedents verification through police.

(b) The Contractor shall be responsible for the discipline of the persons employed by him. If at any time, it is found that the persons are indulging in any act of misbehavior or misconduct etc. the AGM (Plg), O/o the General Manager Telecom District, BSNL, Itanagar or his representative shall have the right to have him /her replaced by the contractor.

(c) The list of persons to be employed by the contractor shall be proposed by BSNL and it has to be approved by the GMTD's Office before engaging with all the relevant data mentioned in 13(a).

(d) The Contractor should be responsible for the welfare of his employees as per the various State and Central Govt. Acts and regulations such as Minimum Wages Act, EPF Act, ESI Scheme, if applicable and any other regulations covering Labour contract.

(e) No Child Labour will be permitted. The Contractor should employ the persons between the age group of 21 and 45 years.

(f) The Contractor is responsible to maintain all required records; registers etc., as contemplated by the provision of concern Acts of the State/Center. The tenderer should strictly adhere to statutory regulations of Contract Labour (R & A) Act 1970 and should submit copies of registration certificates in respect of the above.

(g) The payment of contract labourers by the contractor is to be carried out as per rate approved by the GMTD, ARP SSA or minimum wages of Central Govt. whichever is higher. The Contractor will be solely responsible for the payment of salaries, allowances and other benefits to his employees and BSNL shall in no way responsible for the same. He should not wait for the BSNL's payment to pay to his staff. He should make payment on or before 7<sup>th</sup> of the following month positively without fail.

**(h) The contractor will issue employment cards of engaged contract labourers.**

**(i) The contractors will have to supply the details as asked as per RTI act as and when required.**

**14.** The GMTD, BSNL, Itanagar reserves every right to cancel / reject the contract for any unsatisfactory work/performance or for non-compliance of labour laws at any time during the currency of contract.

**15.** The contractor should furnish its personal information and should always be available for contacting to take work orders.

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

**17.** The approximate number of persons required is around **64 nos.** The GMTD reserves the right to vary the number of persons as per actual requirement.

**18.** Materials supplied, if any, to the contractor are always the sole property of the BSNL even when they are under the safe custody of the tenderer. Any damage or loss is to be made good by the contractor on actual cost basis.

**19.** The GMTD, BSNL, Itanagar reserves the right to impose any other conditions, if necessary at any time during the validity period of the contract. While carrying out work in any exchange, the contractor should ensure least interruption to the working equipment & GMTD, BSNL, Itanagar is empowered to cancel the contract or impose any penalty on the contractor for not following the terms and conditions of contract.

**20.** All the amenities to the labourers such as drinking water, washing facilities etc. should be provided by the contractor at his own cost at the work spot as required under Contract Labour (R&A) Act.1970.

**21.** In case any workman of the agency suffers injury/damage or meets with an accident during the discharge of duty, the entire cost of compensation should be borne by the agency and BSNL will stand indemnified against any claims/damage/compensation. The contractor should take responsibility for safety of workers and the BSNL will not be held responsible for any causality during the execution of work.

**22.** The contractor will claim payment only after completion of month's work and payment will be made every month through A/C Payee Cheque only.

**23.** The person / persons deputed for the execution of job should have minimum working knowledge in the respective fields.

**24.** Under no circumstances whatsoever shall any claim for any compensation from BSNL on any account be considered unless the contractor submit the claim in writing within one month from the date of final payment of the bill for the works concerned.

**25.** The contractor shall be responsible for and shall pay any compensation to his Workmen payable under the workmen's compensation Act, 1992 for injuries caused to the workmen. If such compensation is paid by BSNL as a principal employer under Section (1) of the Section 12 of the said act, such compensation will be recovered from the contractor's bill due or from the performance Bank Guarantee.

**26.** The BSNL shall not be responsible for any escalation of cost of labour or materials, machinery, equipment etc., whatsoever or any increase in any duties levies or taxes, in respect of whatsoever & the contractor's rates & contractor's obligation shall remain unaltered by such escalation.

### **27. SPECIFICATION OF WORK**

The tender is called to perform operation, office upkeeping and allied works in different telephone installations such as Main / RLU exchanges / BTS under the GMTD, ARP SSA and the various offices in **Zone-3**. The contractor has to issue identity cards to the workers for entry into the respective exchange premises.

The Operation, office up-keeping and allied works means the following:-

- a). Keeping office room and office record clean.
- b). Cleaning of different Equipment in the Exchange. Operation & testing of Exchange battery sets, power plants and Engine Alternators, etc. periodically.
- c). Supply of drinking water, to the staff on duty in all telecom installations, cleaning of water filters / buckets, etc. on daily basis.
- d).Wiring/Jumpering/digging of trenches, pole erections, pulling of cable during breakdown, etc. (depending upon the requirement) to carry out the same under the guidance / supervision of the concern SDEs / JTOs / JEs who are to provide the tools and store for the same.
- e).Carrying / Delivering of Dak, Jumper Slips / Advice notes /Movement of files etc.
- f).Carrying / delivering of faulty /repair cards, Testing Equipments under the supervision of the concerned SDEs/JTOs/JEs and to keep record in the respective movement register.
- g).Assistance in Testing and providing NTC/Mobile/Broad Band/WLL Connection.
  - (i) Assistance to technical staff in testing of subscriber lines and junctions, equipment (Switching / OFC/MUX/WLL/CMTS/Broadband/WiMAX/Wi-Fi hotspot) and to keep record of the same in the respective testing register.
  - (ii) Assistance in providing NTC/Mobile/Broadband./WLL connections.
- h) Updating Indicator Registers, J/Ss & A/Ns. Etc.:-

Daily jumper slips, advice notes, commercial/TRA work Orders after execution are to be updated and required information / data are to be entered in the respective work-sheets and also in indicator registers.

These activities are to be carried out as per requirement of the concerned in-charge of the respective units. The contractor has to possess labour licenses along with experience certificate for the above activities and to depute the experiences and well-acquainted workers for this purpose and to keep record for the same in the concerned register.

The type of works under semi-skilled/skilled shall be decided by BSNL from time to time based on the actual requirement on the nature of work in the field units.

**28.** The successful tenderers are required to submit all original documents for verification before agreement & after that they will be intimated to sign an agreement with the GMTD, ARP SSA, Itanagar for executing the contract.



**29. RATES TO QUOTE BY TENDERER:** The rates should be quoted for the Service Charge over and above the Basic rate as per the format given in the Financial Bid, The rates should be quoted both in words & figures, in case of discrepancy, lower of these rates will be considered. Cutting and Overwriting will lead to cancellation of bid. The Financial bid will be in Excel format.

**30.** The conditional and incomplete tenders are liable for rejection.

**31.** The tender shall be evaluated by a committee to be appointed by the GMTD, ARP SSA.

**32. *The General Manager, BSNL, Itanagar reserves the right to engage one or more than one agency for the work in the tender in various units of the district as mentioned in the tender. The portion of the work for which BSNL staffs are available will be done by them only and such work shall not be entrusted to the contractor. However, the decision of the GMTD, BSNL, Itanagar shall be final and binding.***

**33. *All taxes & duties as applicable from time to time will be recovered from each bill.***

**34.** The payment for the above work will be made by the GMTD, BSNL, Itanagar against the bills in triplicate through respective SDOTs/SDEs duly recommended by the controlling officers. The bill against the concerned work should be submitted to the SDOT concerned who should forward the bills to the office of the GMTD, BSNL, Itanagar for payment after furnishing necessary certificate.

**35.** The Contractor shall submit a certificate that he has paid the wages completely for the previous month. **The payment copies must be countersigned and checked by SDOT/SDE concerned to ensure that the correct amount have been paid to the employees.** The contractor shall enclose the payment copies of the previous month's GST, EPF, and EDLI. **The EPF statement of both employer and employees' contribution must be submitted every month along with the bills. Without these copies, the bills will not be considered for payment.**

**36.** Payment will be made through ONLINE TRANSFER only. The Tenderer should make the payment to contractual labour THROUGH ONLINE TRANSFER to their respective accounts only.

**37.** The GMTD, BSNL, Itanagar reserves the right to accept / reject any or all the tender without assigning any reason thereof. In case any dispute arise the decision of the GMTD, BSNL, Itanagar will be final and binding on all tenderers.

**38.** BSNL reserves the right to award the work to deserving party either in full or parts thereof the decision of the GMTD, BSNL, Itanagar will be final and binding.

**39.** BSNL reserves the right to award the work to more than one bidder at the rate of the finalized lowest bidder.

**40.** The GMTD, BSNL, Itanagar reserves the right to increase or decrease the number of persons, based on the actual field requirements, at any time during the validity of the work order.

**41.** The successful tenderers will be required to abide by labour laws enacted from time to time by central / state Govt. Maintenance /observance of any or all the statutory labour laws will be the sole responsibility of the successful bidder. Claims arising out of injury, causality or any of the workmen employed by the Contractor will be the sole responsibility of the successful tenderer. The GMTD, BSNL, Itanagar will not entertain any claim or damage in this regard. He should comply with all the requirements of the Contract Labour Regulation and Control Act and obtain license accordingly.

**42.** The Contractor should strictly abide by the provisions of various Acts of the State in force in connection with the employment of contract labour viz., Contract Labour (R & A) Act 1970, Workmen's compensation Act and EPF Act. It is the responsibility of the contractor to ensure minimum wages, as per minimum wages Act as fixed by the Labour Commissioner concerned to the persons employed and ESI if applicable and his quotation of rates shall reflect this responsibility. The contractor is solely responsible for all the above payment. He should not wait for BSNL's payment to pay to his staff. Service Tax as applicable shall be paid by the Tenderer.

**43. Rescission/termination of contract**

Under the following conditions the competent authority may rescind/terminate the contract.

(a) If the contractor suspends the execution of work & the engineer in charge of the work comes to judgment that the work could not be completed by the due date for completion or the contractor had already failed to complete the work by that date.

(b) If the contractor who had been given by the officer in charge of work a notice in writing to rectify/replace any defective work fails to comply with the requirement within a period of seven days from the date of receipt of such notice

(c) If the contractor commits breach of any item of conditions in the contract or sublets without prior permission, the Engineer in charge of the work can determine or rescind the contract. Before determining/rescinding, the Engineer in charge shall give first show cause notice. Thereafter Notice on Final Action will have to be served in case no response is received for first show cause notice.

**44. FORCE MAJEURE:**

a) 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 shall be 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 event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Contractor 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.

b) PROVIDED also that if the contract is terminated under this clause, BSNL shall be at liberty to take over from the contractor at a price to be fixed by BSNL, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of contract in possession of the contractor at the time of such termination of such portion thereof as BSNL may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of BSNL elect to retain.

**45. ARBITRATION:**

a) In the event of any question, dispute or difference arising under this agreement or in connection there with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the General Manager, BSNL, Itanagar or 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 functions of the General Manager, BSNL, Itanagar or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the General Manager, BSNL, Itanagar or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the General Manager, BSNL, Itanagar or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

There will be no objection to any such appointment that the arbitrator is 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 Government Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such General Manager, BSNL, Itanagar or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

**b).**The arbitrator may from time to time with the consent of parties enlarge the time 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.

**c).**The venue of the arbitration proceeding shall be the Office of the General Manager, BSNL, Itanagar or such other places as the arbitrator may decide.

**46.** Any attempt to negotiate directly or indirectly on the part of the tenderer or any endeavor to acquire any interest for an actual prospective tenderer or influence by any means, the acceptance of the particular tender will not be considered

## **47. JURISDICTION OF COURTS**

Any dispute/legal matter arising out of the tender shall be settled within the jurisdiction of Itanagar Court only.

**SECTION -IV**

**Bid Form**

Tender Enquiry No: WG-354/F/2018-19/6

Dated 05/12/2018

Due to Open on: \_\_\_/\_\_\_/2019

Bidder's Ref. No. : .....

To,  
The General Manager Telecom,  
BSNL, Itanagar, Arunachal Pradesh

Dear Sir,

1. Having examined the condition of contract in bid document and specification, the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply Computer stationery and products in the office of the GMTD, BSNL, Itanagar in conformity with the condition of contract and specification for such amount as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.
2. We undertake to enter into agreement within 10 days of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. We undertake, if our Bid is accepted, to commence supplies within 7 days from the date of issue of your Purchase order and to complete delivery, as specified in the contract within 10 days calculated from the date of issue of Purchase order.
4. If our bid is accepted, we will obtain the guarantees of a Schedule Bank for a sum not exceeding **5%** of the contract sum for the due performance of the contract.
5. 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.
6. 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.
7. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
8. We understand that you are not bound to accept the lowest of any bid, you may receive.
9. Name and address of the Bidder:

Name of the Bidder:

Address:

Mobile No:

Fax No. :

E-mail ID:

Dated this .....Day of .....2019

Signature

Duly authorized to signed the bid for and on behalf of .....

Witness.....

Address .....

Signature

## **Annexure-I**

### **Schedule of Rate**

<b>Sl. No.</b>	<b>Type of Labour</b>	<b>Basic Rate of WAGES</b>	<b>Rate of Service Charge per Head per Month</b>
<b>1.</b>	<b>Unskilled/Semi-Skilled/Skilled</b>	<b>As per Minimum Wages Act of Central Govt.</b>	<b>3% of Minimum Wage + VDA</b>

**Note: The EPF, ESI (wherever applicable), EDLI, GST as applicable will be as per actual prevailing rate at the time of work order as per directives of Central Government.**

## Annexure-II

### (Certificate on Non-Participation of near relatives in the e-tender)

To,

The AGM (Plg), O/o the GMTD, BSNL  
Itanagar-791111

Sir,

Sub: Near Relative Certificate

Ref: Tender Notification No. \_\_\_\_\_ Dated \_\_\_\_\_

“I ..... S/o .....  
R/o ..... hereby certify  
that none of my near relative(s) of all Directors/Partners of M/s  
\_\_\_\_\_ as defined in the tender document is/are employed in BSNL  
unit 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.”

Definition of near relative:

- i. Members of a Hindu Undivided family
- ii. They are Husband & Wife
- iii. The one is related to the other in the matter as father, mother, son(s), and son's wife (daughter-in-law) daughter's husband (son-in-law), brother(s) wife, sister(s) & sister's husband (brother-in-law)

Yours truly,

(Signature with seal)

**Note:** In case of proprietorship firm, certificate will be given by the proprietor. For Partnership Firm, certificate will be given by the all partners and in case of Limited company, by all the Directors of the company.

## Annexure-III

### Agreement Form

An agreement is entered into between the General Manager, ARP SSA, Itanagar representing BSNL and \_\_\_\_\_ (Contractor) this day of \_\_\_\_\_ for carrying out Contract Job of Operation/Office Upkeeping and allied works in BSNL Arunachal Pradesh SSA. Whereas in response to the Tender Enquiry No: WG-354/F/2018-19/6 Dtd. 05/12/2018

Shri \_\_\_\_\_ has agreed to carry out the said work under the terms and conditions fixed for the successful tenderer for a period \_\_\_ /\_\_\_ /19 to \_\_\_ /\_\_\_ /20.

Further Sri \_\_\_\_\_ has been declared as approved contractor for carrying out Operation/Office Upkeeping and allied works in various areas of Arunachal Pradesh Telecom District and allotted to telegraph / phone Sub-Division \_\_\_\_\_ under the GMTD, BSNL, Itanagar and accepted by him.

\_\_\_\_\_ further undertakes to abide by the terms and conditions as prescribed in the approved tender.

\_\_\_\_\_ further agrees that in the case he fails to carry out and complete the said work within the specified time given in work order, he shall be liable to bear with the loss sustained by the BSNL thereby.

Contractor

Signature

Asst. General Manager (Plg)

Signature

O/o the GMTD, Itanagar

Name:

Name

Address:

Address

Witness

Witness

Name &Address

Name & Address

## Annexure - IV

### Financial Bid

#### Rates to be Quoted by the Tenderer

Tender Enquiry No: WG-354/F/2018-19/6

Dated 05/12/2018

e-Tender for Contract Job of Operation/Office Upkeeping and allied works in BSNL, Arunachal Pradesh SSA in **Zone-3 (Roing, Tezu, Namsai, Changlang and Khonsa)**

Name of the bidder: \_\_\_\_\_

Sl. No.	Description	Amount in Rs (In figures) per labour per month	Amount in Rs (In Words) per labour per month
1	Minimum Wages as per Government of India for unskilled/semi-skilled/skilled labour	Not to be quoted, as per Govt.	Not to be quoted, as per Govt.
2	VDA (Variable DA)	Not to be quoted, as per Govt.	Not to be quoted, as per Govt.
3	Minimum Wages plus VDA (Sl. No. 1 + Sl. No. 2)	Not to be quoted, as per Govt.	Not to be quoted, as per Govt.
4	EPF, ESI(wherever applicable), EDLI, GST shall be as per Govt. rate.	Not to be quoted, as per Govt.	Not to be quoted, as per Govt.
05	Service Charges * as percentage of Sl. No. 3 (Minimum Wages plus VDA)		

***\*Service Charges is exclusive of EPF, ESI (wherever applicable), EDLI, GST as applicable***

1. Evaluation of tender will be done on basis of lowest (service charge) quoted per month per person

I hereby declare that I have read the tender conditions and agree to the tender conditions and accordingly quote the above rate.

Date:

Station:

Signature of tenderer with seal



**Annexure - V**

**Format for Letter of Authorization for attending Bid opening**

**(To reach on or before date of bid opening)**

To,

The AGM (Plg),  
O/o the GMTD, BSNL, Itanagar  
Arunachal Pradesh

Sub: - Authorization for attending bid opening on ..... (date) in the tender  
of .....

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

Order of preference	Name	Specimen Signature
---------------------	------	--------------------

1.

2.

Alternate Representative

Signature of bidder

Or

Officer authorized to signed the bid

Documents on behalf of the bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In case, 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 open may be refused in case authorization as prescribed above is not received.

**IT IS A SPECIMEN COPY.**

***BIDDER IS REQUESTED TO PREPARE A SEPARATE SHEET IN THEIR LETTER HEAD AS PER THIS PROFORMA AND PRODUCE THE SAME, DULY AUTHORISED, TO ATTEND THE BID OPENING PROGRAMME.***

**Annexure - VI**

**Performance Security (Guarantee) Form  
(On Non-Judicial Stamp Paper of Rupees Hundred Rs 100/-)**

In consideration of General Manager Telecom District, Bharat Sanchar Nigam Ltd, Itanagar (herein after called the GMTD, BSNL, Itanagar) 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 contractor of the terms and condition to be contained in an agreement in connection with the contract for \_\_\_\_\_, we, (Name of the Bank) ..... (herein after referred to as “ the Bank” ) at the request of ..... (Contractors) do hereby undertake to pay to the GMTD,BSNL, Itanagar an amount of not exceeding .....against any lost or damage caused to or suffering or would be caused to or suffered by the GMTD,BSNL, Itanagar by reason of any breach by the said the contractor’s of any of the terms and conditions contained in the said agreement.

We (Name of the bank) .....do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the GMTD, BSNL ,Itanagar stating that the amount claimed is due by way of lost or damages caused to or would be caused to or suffered the GMTD,BSNL, Itanagar, reason of breach by the said contractor of any of the terms and condition contained in the said agreement or by reason of the contractor failure to performed said agreement. Any such demand made on the bank shall be conclusive as regarded the amounts due and payable by the bank under this guarantee where the decision of the GMTD, BSNL, Itanagar 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.....

We undertake to pay to the GMTD,BSNL, Itanagar, any money so demanded not with standing any disputes raised by the contractor supplier in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and equivocal. The payment so made by us under the bound 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.

We (Name of the bank)..... further agree that the guarantee here in contained shall remained in full force and direct immediately for a period of one year from date herein further agrees to extend the same from time to time (One year after) so that it shall continue to be enforceable till all the dues of the GMTD, BSNL, Itanagar, under or by virtue of the said agreement fully paid and its claims satisfied or discharged or till GMTD, BSNL, Itanagar, certifies that the terms and condition of the said agreements have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee.

We (Name of the bank)..... further agree with the GMTD, BSNL, Itanagar, that the BSNL, shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary and of the terms and condition of the said agreement or to extend life of performance by the this said contractor (s) from time to time or to postpone for any time to time any of the powers exercisable by the GMTD,BSNL ,Itanagar, against the said contractor(s) and to forbear or enforce any of the terms and condition 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 GMTD,BSNL ,Itanagar Or any indulgence by the GMTD,BSNL ,Itanagar 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 effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the contractor/Supplier. This guarantee shall be irrevocable and the obligation of the bank here in shall not be conditional to any prior noticed by BSNL.

Date .....

For .....

(Indicating the Name of the Bank)

**Annexure - VII**

**UNDERTAKING**

**I \_\_\_\_\_**

**here by undertake that the Labour licence from Central Labour Commissioner, Govt. of India will be submitted within One month from the date of issue of Work Order if my firm is considered as successful bidder.**

**In case the Labour licence is not submitted within the specified period of one month, the Work Order issued to my firm may be cancelled.**

**(Signature of Signatory of Tenderer of the firm)**

## **SECTION – V**

### **CHECK LIST**

- 1) The bid document should be downloaded and then uploaded using DSC.
- 2) The following Form of bid document should be filled up, signed with seal, scanned and uploaded in the e-tender website by bidder:
  - (a) Bid Form (Section-IV)
  - (b) Certificate of non-participation by family members (Annexure-II)
- 3) The financial bid in excel format should be duly filled up and uploaded using DSC.
- 4) Cost of Bid Document: Scan copy of Cash Receipt/DD/Banker Cheque to be uploaded in e-tender website and original to be sent to BSNL as per the procedure given in bid document.
- 5) EMD: Scan copy of DD/Banker Cheque to be uploaded in e-tender website and original to be sent to BSNL as per the procedure given in bid document.
- 6) Experience Certificate as per Clause 2 of Section-I of NIT (the Turnover Certificate should be issued by the concerned DDO / AO (Cash) and work order copy for at least 1 year in the last 3 years.
- 7) Partnership deed in case of partnership firm.
- 8) Power of Attorney in case the bid document is signed & submitted by Power of Attorney holder
- 9) An undertaking by the bidder that the Labour Licence from Central Labour Commissioner, Govt. of India, will be arranged with in one month from date of issue of work order as per the format in Annexure - VII
- 10) Trading Licence having validity period on the day of opening of tender. Any trade licence having labour involvement or labour-oriented nature of work will be considered as a valid one. In case of any ambiguity, the decision of BSNL will be final.
- 11) A copy of valid PAN card of the firm or Owner.
- 12) A copy of valid EPF registration document and EPF Account No.
- 13) A copy of valid GST REGISTRATION document and Registration number.
- 14). In case of MSE bidders, the following documents are to be submitted:-
  - (a) Valid copy of Registration Certificate issued by MoMSME/NSIC/DIC/KVIC/KVIB/Coir Board or Directorate of Handicrafts and Handlooms, or any other body specified by MoMSME.
  - (b) A copy of Udyog Aadhaar Memorandum (UAM).

**NOTE:** In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low internet bandwidth speeds.