

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



E-TENDER DOCUMENT

Name of work:- Providing the services of 3(three) Nos. Semi skilled manpower for office of the Chief Engineer (Civil) and its subordinate offices in Dimapur, Nagaland.

(SH: Providing services of 1 (one) semi-skilled manpower in CE (Civil) office and 1(one) sweeper for use in both CE(Civil) and EE(Civil) office)

NIT NO: 01/EE/BSNL/CD/DMP/2020-20.

Name of Contractor*.....

Executive Engineer (C)
BSNL Civil Division, Dimapur

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INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

The Executive Engineer (Civil), BSNL Civil Division, Walford compound, Dimapur-797112 for and on behalf of BHARAT SANCHAR NIGAM LIMITED (A GOVERNMENT OF INDIA ENTERPRISE), invites e-tenders from approved and eligible contractors of D.O.T/BSNL (Civil Wing)/CPWD/State PWD (B&R)/DPO/MES/Railways, Central Govt./ State Government undertakings, registered firms having established office in Dimapur having experience of undertaking similar contracts for a period of not less than 1 year with Govt. / Semi Govt./ PSUs/Govt. Corporations/Autonomous bodies/Big reputed company registered under companies Act,1956 for the following work:-

1	2	3	4	5	6	7	8	9	10
Sl. No.	e-NIT No.	Name of work & location	Estimated cost put to tender (including applicable 18% GST)	Earnest money	Period of completion	Last date & Time of submission of online bid	Last date of submission of physical bid documents/Technical bid (Period during which EMD, Cost of Bid Document, & Other documents shall be submitted)	Time & date of opening of physical Bid document/Technical bid	Time & date of opening of financial Bid
1	01/EE/BSNL/CD/DMP/2020-21	<i>Name of work: Providing the services of 3(three) Nos Semi skilled manpower for office of the Chief Engineer (Civil) and its subordinate offices in Dimapur, Nagaland (SH: Providing services of 1 (one) semi-skilled manpower in CE (Civil) Office and 1(one) sweeper for use in both CE(Civil) and EE(Civil) Office)</i>	Rs 2,26,650/-	Rs. 10,000/-	12(Twelve) Months	Upto 18.00Hrs on :- 22/ 08/2020	Upto15.00Hrs on :- 25/08/2020	at or after 15.30Hrs on :- 25/08/2020	At or after 11.00 hrs. on 29/08/2020

1. The intending bidder must read the terms and conditions of BSNL W-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the supporting documents required.
2. Information and Instructions for bidders for e-tendering posted on website shall form part of bid document.
3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website **BSNL website www.ne2bsnl.co.in or <http://www.tenderwizard.com/BSNLKOL>** free of cost.

5. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
6. The intending bidder must have valid class-III digital signature to submit the bid.
- 6.1 While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
8. Contractor can upload documents in the form of JPG format, PDF format and any other format as permissible by the e-tendering portal.
9. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
10. If the contractor is found ineligible after opening of bids, his bid shall become invalid and cost of bid document, e-Tender Processing Fee shall not be refunded.
11. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor the bid shall become invalid and cost of bid document and e-Tender Processing Fee shall not be refunded.
12. List of Documents to be scanned and uploaded within the period of bid submission:
 - i Demand Draft/Pay order of any Scheduled Bank against EMD.
 - ii Demand Draft/Pay order of any scheduled Bank towards cost of Bid Document.
 - iii E-Tender Processing Fee pay through online only.
 - iv Enlistment Order of the Contractor.
 - v Certificates of Work Experience.
 - vi Near relative certificate as stipulated under clause 13 of Notice Inviting Tender.
 - vii Power of attorney if applicable.
 - viii The Tenderer should submit proof of PAN, valid Goods and service tax(**GST**) Registration number.
13. The contractor shall have to fully abide by the relevant provision of EPF and Misc. provisions act 1952 & ESI act 1948, amended from time to time and they have to obtain and produce EPF and ESI registration within one month of award of work.

EXECUTIVE ENGINEER (C)
BSNL CIVIL DIVISION
DIMAPUR, NAGALAND

BHARAT SANCHAR NIGAM LIMITED
(A GOVT OF INDIA ENTERPRISE)
NOTICE INVITING e-TENDER

BSNL- W6

NIT No:-01/EE/BSNL/CD/DMP/2020-21/403

DATE:-13/08/2020

1. The Executive Engineer(Civil),BSNL Civil Division, Walford Road, Dimapur, Nagaland invites Item rate e-tender on behalf of BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise) for the work of “*Providing the services of 3(three) Nos Semi skilled manpower for office of the Chief Engineer (Civil) and its subordinate offices in Dimapur, Nagaland*”.
(SH: Providing services of 1 (one) semi-skilled manpower in CE (Civil) Office and 1(one) sweeper for use in both CE(Civil) and EE(Civil) Office) from approved and eligible contractors of D.O.T/BSNL (Civil Wing)/CPWD/State PWD (R&B)/DOP/MES/Railways/ registered firms having established office in Dimapur having experience of undertaking similar contracts for a period of not less than 1 year with Govt. / Semi Govt./ PSUs/Govt. Corporations/Autonomous bodies/Big reputed company registered under companies Act,1956.

1.1 The work is estimated to Cost Rs.2,26,650/-(Rupees two Lakhs twenty six Thousand six Hundred and fifty only) including applicable 18% GST.

1.2 Intending bidders is eligible to submit the bid provided he / she has proof of their valid enlistment with the appropriate authority and form A partnership deed in case of partnership firms to the satisfaction of the competent authority, and of having completed similar works of magnitude specified below:-

1.2.1 Criteria of eligibility for submission of tender document for all registered contractors of BSNL and Public Works Organizations like CPWD, State PWD (B & R), DOP, MES & Railways , Central Govt./ State Government undertakings is “similar work contracts for a period of not less than 1 year with Govt. / Semi Govt./ PSUs/Govt. Corporations/Autonomous bodies/Big reputed company registered under companies Act,1956”

For the purpose of this clause 'similar works' means : *Providing the services of minimum 3(three) Nos. Semi skilled manpower for office works* executed in Govt. Department/Public Sector, Undertaking.

The copies of valid enlistment or registration certificates and successful work completion certificates issued by an officer not below the rank of Executive Engineer for similar works as defined in this NIT, duly attested by a Gazette officer are required to be submitted as proof of eligibility for issue of tender papers from Division office and participation in the e-tender.

2.0 Agreement shall be drawn with the successful tenderer on prescribed Form No. BSNL W-7/8, which is available on BSNL website www.ne2bsnl.co.in or <http://www.tenderwizard.com/BSNLKOL> Tenderer shall quote his rates as per various terms and conditions of the said form

3.0 The time allowed for carrying out the work will be 12 months from the 10th day after the date of issue of work order and as defined in price schedule.

4.0 The site for the work is available.

5.0 (i) Last date & time of submission of online bid - Up to 18.00 hrs on **22/08/2020**.

(ii) Last date & time of submission of physical/Technical bid documents - Up to 15.00 hrs on **25/08/2020**.

(iii) Date and time of opening of Physical bid documents/Technical bids- At or after 15:30 hrs on **25/08/2020**.

(iv) Time & date of opening of financial bid : At or after 11.00 hrs on **29/08/2020**

6.0 The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents along with Standard General Conditions of Contract Form can be seen on BSNL website www.ne2bsnl.co.in or <http://www.tenderwizard.com/BSNLKOL> free of cost.

7.0. After submission of the bid online the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

7.1 While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

8. Earnest Money can be paid in the form demand draft or pay order of a scheduled bank issued in favour of Accounts Officer (Claims), O/o General Manager BSNL, NLD SSA, Dimapur Payable at Dimapur. When the amount of earnest money is more than Rs. 5 lakh, part of the earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 lakh) or Rs. 25 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.

8.1 The intending bidder has to fill all the details such as Banker's name, Demand Draft or Pay Order Number, amount and date.

(i) Cost of Bid Document - Demand draft or Pay order amounting Rs. 590/- (Rupees Five Hundred Ninety only) (Non refundable) drawn in favour of Accounts Officer (Claims), O/o General Manager, BSNL, NLD SSA, Dimapur, payable at Dimapur.

(ii) e-tender Processing Fee: Participating Bidders may please note that processing charges (0.04% of the tender estimated cost subject to minimum of Rs. 590/- and maximum of Rs. 5900/- plus applicable GST) is required to be paid to M/s ITI, ASP of our e-Procurement Portal www.tenderwizard.com/BSNLKOL for participation in the above tenders through this portal in addition to other Statutory payments (e.g. Bid Cost, EMD etc.) to the tendering authority. EMD - Demand draft or Pay order amounting **Rs. 10,000/- (Rupees Ten Thousand only)** drawn in favour of Accounts Officer (Claims), O/o General Manager, BSNL, NLD SSA, Dimapur, payable at Dimapur.

8.2 Demand draft / pay order against EMD, Cost of Bid Document and Cost of Tender Processing Fee shall be placed in single sealed envelope super scribed as "Earnest Money and Cost of Bid Document and Cost of Tender Processing Fee" with name of work and due date of opening of the bid also mentioned thereon.

8.3 Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission and certified copy of each shall be deposited in a separate envelope marked as "Other Documents".

8.4 Both the envelopes as above shall be placed in another envelope with due mention of Name of work, date & time of opening of physical/Technical bids and to be submitted in the office of Executive Engineer (Civil), BSNL Civil Division, Dimapur up to 15:00 Hrs on **25/08/2020**. The eligibility documents submitted by the bidders shall be opened at or after 15:30 hrs on **25/08/2020**.

8.5 Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit, Cost of Bid Document and other documents placed in the

envelope are found in order. The Time and date of opening of financial Bid will be at or after 11:00 hrs on 29/08/2020.

- 8.6 The bid submitted shall become invalid and cost of bid shall not be refunded if:
- (i) The bidder is found ineligible.
 - (ii) The bidder does not upload all the documents (GST registration) as stipulated in the bid document.
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.
- 8.7 In case the eligibility credentials are not found in order at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in BSNL for three years including any other action under the contract or existing law.
9. The description of the work is as follows: -
Providing the services of 3(three) Nos Semi skilled manpower for office of the Chief Engineer (Civil) and its subordinate offices in Dimapur, Nagaland.
(SH: Providing services of 1 (one) semi-skilled manpower in CE (Civil) Office and 1(one) sweeper for use in both CE(Civil) and EE(Civil) Office)
10. Copies of detailed description pertaining to the work will be open for inspection by the tenderers at the office of the above-mentioned officer.

Tenderers are advised to inspect and examine the work spot and its surroundings and satisfy themselves before submitting their tenders which may be required in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender.

11. The competent authority on behalf of Bharat Sanchar Nigam Limited does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without assignment of a reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.

12. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

13. The competent authority on behalf of the Bharat Sanchar Nigam Limited reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

14. The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone in which his near relative (s) (directly recruited or on deputation in BSNL) is/are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose is/are defined as:

- (i) Member of Hindu Undivided family (HUF).
- (ii) They are Husband and Wife.
- (iii) The one is 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).

The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any executive employee/ Gazetted officer in the BSNL or Department of Telecom or in the Ministry of Communications.

All the intending tenderers will have to give a certificate that none of his/her such near relative (s) as defined above is/are working in the concerned BSNL Civil Zone where he is going to apply for

tender/work. The format of the certificate is as under:-

“I, _____ s/o Shri _____ Resident of _____ hereby certify that none of my relative (s) as defined above is/are employed in concerned BSNL Civil Zone. 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”.

The certificate in case of Proprietorship Firm shall be given by the proprietor; for Partnership Firm certificate shall be given by all partners and in case of Limited Company, by all Directors of the company. However, Government of India/Financial Institutions nominees and independent non-official part-time Directors appointed by Govt. of India or the Governor of the State are excluded from the purview of submission of this certificate while submitting tenders by Limited Companies.

Any breach of these conditions by the Company or Firm or any other person, the tender/work will be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage, whenever it is so noticed. BSNL will not pay any damages to the company or Firm or the concerned person but damages arising on account of such cancellation to be borne by the contractor. The Company or Firm or the person will also be debarred for further participation in the tender in the concerned BSNL Civil Zone. Further, any breach of this condition by the tenderer would also render him liable to be removed from the approved list of contractors or BSNL. If however the contractor is registered in any other Department he shall also be debarred from tendering in BSNL for any breach of this condition.

15. No Engineer of Gazetted rank or other Gazetted Officer employed in engineering or administrative duties in an Engineering Department of the Government of India/State Government or PSU's is allowed to work as a contractor for a period of two years after his retirement from Govt. service, without previous permission of the Govt. of India or BSNL in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Govt. of India/State Government or PSU's as aforesaid before submission of the tender or engagement in the contractor's service.

16. The tender for the work shall remain open for acceptance for a period of 30(THIRTY)days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

17. In case of works having estimated cost below Rs. 15,00,000/-, the successful tenderer shall be required to execute an agreement with the Engineer-in-charge in the performa annexed to the tender document, within 15 days of the issue of letter of award by the BSNL. In the event of failure on the part of the successful tenderer to sign the agreement, the earnest money will be forfeited and tender cancelled. In case of works of estimated to cost Rs.15, 00,000/- and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, shall be required to furnish Performance Guarantee @ 5% of the tendered value in the form of irrevocable Bank Guarantee of requisite amount to the Engineer-in-charge in the Performa annexed to the tender document, within 15 days of the issue of letter of acceptance of Tender by the BSNL. In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled.

18. This Notice Inviting Tender (BSNL W-6) shall form a part of the Contract Document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued first in favour of the successful Tenderer/Contractor. After submission of the performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer/Contractor shall, within 45 (Forty five) days from such date, formally sign the agreement consisting of: -

- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard BSNL W-7/8 as on BSNL website www.ne2bsnl.co.in or <http://www.tenderwizard.com/BSNLKOL>
 - c) Agreement to be signed on non-judicial stamp paper of appropriate value as per Performa annexed to the tender document.
19. Payment to the contractors shall be made through e-payment system like ECS & EFT as detailed below: -
- (a) In cities/areas where ECS/EFT facility is provided by Banks, the tenderer must have Account in such ECS/EFT facility providing Banks and that Bank A/c No shall be quoted in the tender by the tenderer.
 - (b) The cost of ECS/EFT will be borne by BSNL in all cases where the payment to contractor is made in a local Branch i.e. tenderer is having bank account in the same place from where the payment is made by BSNL unit.
 - (c) In case payment is made to outside branch i.e. tenderer is having bank account not in the same place from where the payment is made by BSNL unit, the crediting cost will have to be borne by the tenderer only.
 - (d) The payments to contractors will compulsorily be made through ECS/EFT in respect of all contracts where the value of the contract is more than Rs. 10 lakhs.
20. First running account bill shall be paid only after
- (a) Signing of the Agreement/Contract by both the parties, and
 - (b) programme chart has been prepared as required under Clause 5 and approved by the competent authority.
21. General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on BSNL website www.ne2bsnl.co.in or <http://www.tenderwizard.com/BSNLKOL> as well as in the Division Office.
22. For e-Tendering of this tender BSNL has engaged e-portal maintained by M/S ITI, New Delhi. The agency intending to participate in tendering process shall have to register with ITI, New Delhi.
23. If any terms and conditions under General Rules and Directions is in contravention to terms and conditions as above, the terms and conditions as above shall prevail.
24. Successful contractor shall comply with the conditions of relevant EPF Act including maintaining, producing and submitting various documents when demanded showing details of employees / labours engaged, duration of their engagement, amount of wages paid to such labours / employees for the relevant period, amount of EPF contribution (both employer's / labours' contribution) for the duration of engagement and proof of payment of the same to the concerned EPF authority. Contractor will have to obtain EPF clearance from the concerned EPF authority before payment of final bill.
25. The rates quoted by the agency shall be including of all types of taxes / levies / duty including GST, nothing extra shall be payable on such accounts.

Signature and Name of Executive Engineer (C)
For & on behalf of
Bharat Sanchar Nigam Limited

**BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)**

BSNL.W-7/8

STATE: NAGALAND

CIRCLE : BSNL NE II CIVIL CIRCLE

DIVISION: BSNL CIVIL DIVISION , DIMAPUR

ZONE: BSNL NE II CIVIL

SUB-DIVISION: DIMAPUR

Item Rate Tender & Contract for Works

Tender for the work of: *Providing the services of 3(three) Nos Semi skilled manpower for office of the Chief Engineer (Civil) and its subordinate offices in Dimapur, Nagaland.*

(SH: Providing services of 1 (one) semi-skilled manpower in CE (Civil) Office and 1(one) sweeper for use in both CE(Civil) and EE(Civil) Office)

- (i) Bid along with scan copies of bid documents to be submitted ONLINE on the website www.tenderwizard.com/BSNL by 18.00 hrs on **22/08/2020**.
- (ii) Certified copies of Bid eligibility documents along with EMD and tender cost to be submitted in wax/adhesive tape sealed envelope in the office of the Executive Engineer BSNL, Civil Division, Walford, Dimapur by 15.00 hrs on **25/08/2020**.
- (iii) Bid To be opened in the presence of tenderers who may be present at 15.30Hrs on **25/08/2020** in the office of Executive Engineer(Civil) BSNL Civil Division , Dimapur at Dimapur.
- (iv) Time and Date of opening of financial Bid at or after 11.00 hrs. on **29/08/2020**.

Issued to: _____ * _____
(Name of the Contractor)

Signature of officer issuing the documents _____ *

Designation: EXECUTIVE ENGINEER (CIVIL)

Date of Issue _____ * _____.

e-T E N D E R

I/ We have read and examined notice inviting tender, schedule, A, B, C, D, E & F. specifications applicable, Drawings & Design, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special conditions, Schedule of Rate & other documents forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and Rules referred to in the Conditions of Contract and all other contents in the tender document for the work.

I/ We hereby tender for the execution of the work specified for the Bharat Sanchar Nigam Limited within the time specified in price schedule viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of the contract and with such materials as are provided for, by and in respect in accordance with, such conditions so far as applicable.

I/ We agree to keep the tender open for 30(Thirty) days from the due date of submission thereof and not to make any modifications in its terms and conditions. If I/we withdraw my/our tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

A sum of **Rs.10,000/-** has been deposited in prescribed manner as earnest money. If I/We fail to commence the work specified I/We agree that the said Bharat Sanchar Nigam Limited shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise, the said earnest money shall be retained by competent authority on behalf

of the Bharat Sanchar Nigam Limited towards Security Deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

I/We agree that, in case of works of estimated cost exceeding Rs 15, 00,000/-, to deposit an amount equal to **5% of Tendered value of the work** as **performance guarantee** in the form of bond of any Scheduled Bank of India in accordance with the proforma prescribed or in the form of Fixed Deposit Receipt etc., within 15 days of the issue of letter of acceptance of Tender by the BSNL. I/We am/are aware that in the event of failure on my/our part to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled

I/ We hereby intimate that for receiving payments I/we have an account in _____* _____ Bank with account No. _____*_____ where the ECS/EFT facility of e-payment is available.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there-from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

I/We agree that should I/We fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the Bharat Sanchar Nigam Limited and the same may at the option of the competent authority on behalf of the Bharat Sanchar Nigam Limited be recovered without prejudice to any right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

The information in respect of works in hand is as per Proforma enclosed.

"I/we agree that this contract is subject to jurisdiction of Court at Dimapur only." (Where the NIT/Tender has been issued)

Dated.....

Witness:

(_____)

Address:

Signature of Contractor

Occupation:

Postal Address: -

A C C E P T A N C E

The above tender (as modified by you (Contractor) and as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Bharat Sanchar Nigam Limited for a sum of Rs. _____ (Rupees _____)

_____)

The letters referred to below shall form part of this Contract Agreement:-

(a)

(b) **For & on behalf of the Bharat Sanchar Nigam Limited.**

Signature _ _____

INSTRUCTIONS TO BIDDERS (Section-I)

1. Services to be provided:

As per schedule

2. Eligible Bidders

- (a) The bidder should have experiences of similar contracts to Govt. / Semi Govt./PSUs/Corporates/Autonomous bodies/Big reputed company registered under companies Act,1956.
- (b) The bidder should produce copy of valid Registration of establishment.
- (c) The bidder shall produce valid GST Registration certificate.
- (d) The bidder should have PAN allotted to him by IT Department (Copy to be enclosed).
- (e) EPF registration no. if applicable/declaration regarding payment of minimum wages to worker engaged as per labour law.

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
- 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.
- 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 if 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/Smart Card, 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 or email. 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 e Token/Smart Card 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 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.
- 4.15 Cost of Bid Document(non-refundable) and EMD:**
- (a) Bidder should submit the cost of bid documents in the form of a Demand Draft of Rs 590/- (Rs. Five hundred ninety Only) (non refundable) drawn on any Scheduled Bank in Dimapur in favour of Accounts Officer (Claims), O/o GMTD, BSNL, Nagaland SSA, Dimapur.
- (b) The EMD for an amount of **Rs.10,000/- (Rupees Ten Thousand only)** should be in the form of a Demand draft drawn in favour of **Accounts Officer (Claims), O/o GMTD, BSNL Nagaland SSA, Dimapur.**
- (c) The original Demand Draft for the cost of bid document and the EMD should be submitted to **O/o Executive Engineer(Civil), BSNL Civil Division, Dimapur, Nagaland, Pin 797112**”, within the bid submission due date & time for the tender. Scanned copies of the same should be uploaded as part of the offer as per the NIT conditions. The bidder should ensure that the Demand draft reach before the last date and time of submission as mentioned in the NIT.
Tender Processing fee (non-refundable): The tender processing fee(non-refundable) @0.04% of Tender value subject to minimum of Rs 590/- & maximum of Rs 5,900/-, plus GST @ 18% of tender value has to be paid online by the bidder through the e-tender website.
- 4.16 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.
- 4.17 The following Form of bid document should be filled up, signed with seal, scanned and uploaded in the e- tender website by bidder:
i) **Certificate of non-participation by family members**
- 4.18 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.
- 4.19 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.

5. Bid Document:

- 5.1 Bid Document includes:
- Notice Inviting e-Tender
 - Instructions to bidders
 - General condition of the contract
 - Special condition of contract, if any
 - Performa of agreement.
 - Schedule of requirement
 - Letter of authorization to attend Bid opening
- 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.

6. Documents required to be submitted for establishing Bidders Eligibility and Qualifications:

- (a) Experience certificates of similar contracts to Govt. / Semi Govt./ PSUs/Corporates /Autonomous bodies/Big reputed company registered under companies Act,1956.
- (b) The bidder should produce copy of valid Registration of establishment.
- (c)The bidder shall produce valid GST Registration certificate.
- (d) The bidder should have PAN allotted to him by IT Department (Copy to be enclosed).
- (e) EPF registration no. if applicable/declaration regarding payment of minimum wages to man engaged as per labour law.
- (f) A certificate regarding no relationship with BSNL employees in the Performa section IX

7. Amendment to Bid document:

- 7.1 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.
- 7.2 The amendments shall be notified online only through corrigendum, if any.
- 7.3 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.

8. Bid Price:

8.1 The bidder shall give the total composite rate inclusive of all levies & taxes in the Price Schedule. **Rate should be quoted for all the items otherwise the bid will be rejected summarily**

8.2 The rate quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non- responsive and rejected.

8.3 "DISCOUNT, if any, offered by the bidders shall not be considered unless they are specifically indicated in the Price schedule. Therefore, the bidders desiring to offer discount shall modify their offers suitably while quoting and shall quote clearly net rate taking all such factors like Discount, free offer, etc. into account".

9. Bid Security (EMD):

- 9.1 Bidder should submit the EMD in offline. The Demand draft should be prepared as per the amount mentioned in NIT in favour of "**Account Officer(cash), o/o GMTD, BSNL, Nagaland SSA, Dimapur**" payable at "Dimapur". The original should be given in person to O/o Executive Engineer(Civil), BSNL, Civil Division Dimapur, Nagaland-797112", 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 reach before the last date and time of submission as mentioned in the NIT.

The successful bidder's bid security shall be retained by competent authority on behalf of the Bharat Sanchar Nigam Limited towards Security Deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein.

- 9.2 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
 1. To sign contract
 2. 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.
- 9.3 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.

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 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 Financial Bid (Price Bid) and any change/ modification of the price schedule shall render it unfit for bidding. If the Financial Bid (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 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 Bids will be opened online in the presence of bidders or their authorized representatives who chose to attend on opening date and time.
- 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

13. Bid Evaluation:

- 13.1 Bid Evaluation will be done in two stages i.e. Technical Bid Evaluation and Financial Bid Evaluation.
- 13.2 The Technical bid of only those bidders shall be opened who have submitted the cost of bid document and the EMD within stipulated date and time as per NIT conditions. 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.

13.3 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.

13.4 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 for Items.

14. Purchaser’s right to accept any bid and to reject any or all bids:

The Purchaser 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.

15. Signing of Contract

18.1 Signing of Agreement shall constitute the award of contract on the bidder.

16. Annulment of Award

Failure of the successful bidder to comply with the requirement of clause 17 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.

17. Period of validity of bids:

- (i) The bid shall remain valid for 30 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.

GENERAL CONDITIONS OF CONTRACT (SECTION-II)

1. Application:

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by BSNL.

2. Performance Security:

2.1 The successful bidder shall be required to deposit an amount equal to 5% of the work order value subject to maximum limit of Rs.5 lakhs within 2 weeks of conveying BSNL's intention for accepting the bid as Performance security only for works of estimated to cost Rs.15,00,000/- and above.

2.2 Performance security shall be submitted in the form of bank guarantee (on non-judicial stamp paper of Rs.20/- or more as desired by Bank) issued by a scheduled bank.

2.3 Performance security will be discharged after completion of contractor's performance obligations under the contract.

2.4 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

3. EXECUTION TIME LIMIT

The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

4. PAYMENT TERMS

Monthly bills shall be submitted in duplicate to the authority specified in contract

5. Termination of Contract:

5.1 BSNL may without prejudice to any other remedy for breach of contract, may terminate the contract in whole or in parts.

(a) If the contractor fails to arrange to provide the services of 2 Nos. semi skilled manpower within the period(s) specified in the contract or any extension there of granted by BSNL.

(b) If the contractor fails to perform any other obligation(s) under the contract.

5.2 BSNL may without prejudice, to other rights under law or the contract provided get the work done at the risk and cost of the contractor in above circumstances

6. Termination of Insolvency:

BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contraction becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

7. Force Majeure:

7.1 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, lock outs, or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may at his option terminate the contract.

8. Arbitration:

- 8.1 In the event of any question, dispute or difference arising under the agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred for adjudication through the arbitration by the Sole Arbitrator appointed by the Chief Engineer, Bharat Sanchar Nigam Limited in-charge of the work or if there be no Chief Engineer, the Administrative Head of the Bharat Sanchar Nigam Limited. It will also be no objection to any such appointment that the Arbitrator so appointed is a BSNL Employee and that he had to deal with the matters to which the Contract relates in the course of his duties as BSNL Employee. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief Engineer. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along-with the notice for appointment of arbitrator and giving reference to the rejection by the Superintending Engineer of the appeal.

It is also a term of this contract that no person other than a person appointed by such Chief Engineer, Bharat Sanchar Nigam Limited or the administrative head of the Bharat Sanchar Nigam Limited as aforesaid should act as arbitrator and if for any reasons that is not possible, the matter shall not be referred to arbitration at all.

The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each disputes and claim referred to him. The arbitrator shall give reasons for the award for each dispute referred to him.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

- 8.2 The venue of Arbitration proceeding shall be Office of CE(Civil), BSNL, NE-II Civil Zone, Dimapur or such other place as the arbitrator may decide.
- 8.3 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.
- 8.4 It is also a term of this contract that if contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and BSNL shall be discharged and released of all liabilities under the contract in respect of these claims.

9. Set Off (Recovery of Sum Due):

- 9.1 Any sum of money due and payable to the Service Provider (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 Service Provider with BSNL.
- 9.2 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 sum due to the Service Provider under this or any other contract with Bharat Sanchar Nigam Limited. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to Bharat Sanchar Nigam Limited on demand the balance amount, if any, due to Bharat Sanchar Nigam Limited within 30 days of the demand by BSNL.
- 9.3 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.

**SPECIAL CONDITIONS OF
CONTRACT**

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in section I, general conditions of the contract as contained in section III and wherever there is a conflict, the provisions herein shall prevail over those in section II and section III.
2. In case of the date fixed for opening of bids is subsequently declared as a holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
4. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient ground.
5. No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as :
 - (a) Members of a Hindu Undivided Family,
 - (b) They are husband and wife,
 - (c) The one is related to the other in the manner as father, mother son(s), son's wife(daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband(brother-in-law).
6. The tenderer (s) should give a certificate to the effect that none of his/her relative is working in the units of BSNL as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.
7. The tenderer should also intimate the names of persons if any who are working with him in any capacity and are near relatives of any Gazetted Officer in BSNL or in the Ministry of Communication. The breach of this condition would entail cancellation of his/her tender.
8. The tenderer will not be entitled to claim any interest on the money deposited by him as earnest / security deposit.
9. Rate quoted should be inclusive of all taxes and nothing extra shall be paid on this account.
10. The security of the tenderers who fails/refuses to perform as per the specifications & terms and conditions of the bid within prescribed period is liable to be forfeited.
11. The final acceptance of the tender lies with the Executive Engineer(Civil), BSNL Civil Division, Dimapur who does not bind himself to accept the lowest tenderer and reserve the right, to reject any or all the tenders without assigning an any reason.
12. The Executive Engineer(Civil), BSNL Civil Division, Dimapur reserves the right to

- suspend any part of the scheduled work temporarily or permanently.
13. The jurisdiction of Civil Court shall be at the Head Qtr. of the Executive Engineer (Civil), BSNL Civil Division, Dimapur only.
 14. In case of any ambiguity in clauses prevailing departmental rules will apply.
 15. **The rates will remain valid for one year after entering into agreement by the successful tenderer/tenderers with BSNL with an option of extension for a further period of one year on same rates, terms and conditions.**
 16. In case the firm fails to commence the service within stipulated period then the earnest money already deposited with the BSNL shall be forfeited on this account.
 17. The firm/ company should pay its employees in the presence of an officer of BSNL and the copy of acquaintance of the payment should be submitted to BSNL being the Principal Employer in compliance of the Labour Payment Act of India.
 18. The Agency shall submit bills on monthly basis as per agreed rates.
 19. The Authority shall not be liable to provide any residential accommodation or transport to the House Keeping Staff / Supervisors / Manager. No cooking or lodging shall be allowed inside the office premises.
 20. The Agency may be called upon for the services on Sunday or Holidays also, if required.
 21. On termination of the contract on any ground whatsoever, it shall be the duty of the Agency to remove all the persons deployed by him without any disruption hindrance /problem of any nature to BSNL.
 22. No person engaged by the Agency should have criminal antecedents.

**PROFORMA OF AGREEMENT
(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

CONTRACT AGREEMENT FOR THE WORK :-.....,DATED.:-..... Between (refer note) in the town of, herein after called the contractor (which term shall unless excluded by or repugnant to be subject or context include its successors and permitted assigns) of the one part and the Bharat Sanchar Nigam Limited hereinafter called the BSNL (which terms shall unless excluded by or repugnant to the subject or context include its successes and assigns) on the other part.

WHEREAS

- A. The BSNL is desirous that the construction of :-at should be executed as mentioned,enumerated or referred to in the tender including Press Notice Inviting Tender, General Conditions of theContract, Special Conditions of the contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Quantities and Rates, Agreed Variations, other documents, has called for Tender.
- B. The contractor has inspected the site and surroundings of the work specified in the tender documents andhas satisfied himself by carefully examination before submitting his tender as to the nature of the surface,strata, soil, sub-soil and grounds, the form and nature of the site and local conditions the quantities, nature and magnitude of the work the availability of labour and materials necessary for the execution of work,the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and hasconsidered the nature and extent of all the probable and possible situations, delays hindrances orinterferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possiblecontingencies, and generally all matters incidental thereto and ancillary thereof affecting the executionand completion of the work and which might have influenced him in making his tender.
- C. The tender documents including the BSNL's Press Notice Inviting Tender, General conditions ofcontract, Special Conditions of Contract, Schedule of Quantities and rates General obligations,Specifications, Drawings, plan, time schedule for completion of work. Letter of Acceptance of tender and any statement of agreed variations with its enclosures copies of which hereto annexed form part of the contract though separately set out herein and are included in the expression Contract wherever hereinused.

AND WHEREAS:

The BSNL accepted the tender of.....,(refer note at page) (Contractor) for the construction... .. , atand conveyed vide letter dated:-..... at the rate stated in the Schedule of quantities for the work and accepted by the BSNL (hereinafter called the Schedule of Rates)upon the terms and subject to the conditions of the contract

NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY AGREED AND DECLARED
AS FOLLOWS:

1. In consideration of the payment to be made to the contract for the work to be executed by him, the contractor hereby convenient with the BSNL that the contractor shall and will duly provide, execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied and there-from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract, AND
- 2.In consideration of the due provisions execution, completion and maintenance of the said work, the BSNL does hereby agree with the contractor that the BSNL will pay to contractor the respective amounts for the work actually done by him and approved by the BSNL at the Schedule or Rates and such other sum payable to the contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.

CONTRACT NO:

It is specifically and distinctly understood and agreed between the BSNL and the contractor that the contractor shall have no right, title or interest in the site made available by the BSNL for execution of the works or in the building, structures or works executed on the said site by the contractor or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the contractor) and the contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and the BSNL shall have an absolute and unfettered right to take full possession of site and to remove the contractor, their servants, agents and materials belonging to the contractor and lying on the site.

In Witness whereof the parties hereto have here-into set their respective hands and seals in the day and the year first above written.

Signed and delivered for and on behalf of Signature and delivered for and on behalf of the:

BHARAT SANCHAR NIGAM LIMITED
OFFICIAL ADDRESS:

CONTRACTOR

Date :

Date:

Place :

Place:

IN PRESENCE OF TWO WITNESSES

SIGNATURE :

SIGNATURE:

NAME :

NAME:

SIGNATURE :

SIGNATURE:

NAME :

NAME:

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

To

The Executive Engineer(C),
BSNL, Civil Division,
Dimapur Nagaland

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

Following persons 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
cased where it is restricted to one, first preference will be allowed. Alternate
representative will be permitted when regular representative are able to
attend.
2. Permission for entry to the hall where bid are open may be refused in case
authorization as prescribed above is not received.

CERTIFICATE FOR NON PARTICIPATION OF NEAR RELATIVE

I _____ Son of / W/o -----
_____ R/o _____ here by certify that none of my
relative(s) as defined in Section IV clause 5 of 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.

Signed _____
For and on behalf of the Bidder

Name (Caps) _____

Position _____

Date _____

NAME OF WORK : Providing the services of 3(three) Nos Semi skilled manpower for office of the Chief Engineer (Civil) and its subordinate offices in Dimapur, Nagaland

(SH: Providing services of 1 (one) semi-skilled manpower in CE (Civil) Office and 1(one) sweeper for use in both CE(Civil) and EE(Civil) Office)

PRICE SCHEDULE					
	Work Description	Quantity	Rate	Unit	Amount
1	Supply of semi skilled manpower for office of the Chief Engineer (Civil) Dimapur, Nagaland to perform the following activities during the office working hours.				
	(i)Day to office diary and dispatch work. (ii)File movement/ official documents, papers etc. within the office, other units of BSNL and various other offices in Dimapur. (iii)Handing over Ordinary /registered / speed post and other envelopes to post office / courier office. (iv)Handling photo copier, desk top editing and taking out computer printouts, scanning of documents, downloading and sending e-mail etc. (v)Record keeping of all files and registers pertaining to the office and supplying the same to the concerned officers as and when required. (vi)Stitching of files, wax sealing of agreements and other documents, regularly dusting record room and keeping all files books and registers in good condition. (vii) Dusting and neatly maintaining of office equipments, Desktops, printers, removing and loading f printer cartridges etc. (viii)Any other day to office work assigned by the in charge officer.				
a)	For the Office of the CE (Civil).	12 months		Each month	
2	Providing one man power for sweeping and cleaning of office room, furniture including files in shelves and cleaning of toilets (Daily wage engagement of 3.00 hrs a day) for engaging in both offices of CE(Civil) and EE (Civil)	10 months		Each month	
	Total amount in figures:				
	Total amount in words:				
Note:1) The above quoted rates in financial bid are inclusive of all taxes.					