



Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprise)

**Office of the General Manager Telecom District
Manipur SSA**

BID DOCUMENT

Limited-TENDER DOCUMENT FOR
SUPPLY OF DRINKING WATER TO **GMTD MANIPUR, IMPHAL**

No. **G-310/DRINKING WATER/TENDER/2019-
20/01**

Dated at **Imphal** the **18.11.2019**

SECTION-I

Bharat Sanchar Nigam Limited
(A Govt. of India Enterprise)
Office of the General Manager Telecom District
Manipur SSA

NOTICE INVITING TENDER

E-Tender No. G-310/DRINKING WATER/ TENDER /2019-20/03

Dated: 18.11.2019

On behalf of the CMD, Bharat Sanchar Nigam Limited, sealed tenders are invited from water supplier firms having experience of at least two similar contracts in the last five years to Govt. / Semi Govt./ PSUs/Govt for SUPPLY OF DRINKING WATER to GMTD BSNL Manipur, Imphal.

Schedule to the Invitation of Tender:

Sl.No.	ITEM	SCHEDULE/DATES
1.	Tender No.	G-310/DRINKING WATER/ TENDER /2019-20/01 dated 18.11.2019
2.	Time and last date of issue of Bid Document	1100 Hrs. of 04.01.2020
3.	Time and last date of depositing tender	1500 Hrs. of 04.01.2020
4.	Time and date of opening of Tender	1530 Hrs. of 06.01.2020
5.	Minimum Validity of tender offer	180 days from the date of opening
6.	Services to be provided	Supply of DRINKING WATER TO GMTD BSNL MANIPUR, staff qtrs,palace compound & DTO complex,Imphal.
7.	Duration of contract	One Year from the date of Award of contract with an option of extension for a further period of One year at the same rate, terms and conditions
8.	Tender Value	Rs. 1251000/- approximately
9.	Earnest Money Deposit	Rs. 25020/- * 2% of the Tender value
10.	Cost of Bid Form	Rs. 500/-

Tender documents containing terms and conditions and other details may be downloaded from the website <https://www.ne2.bsnl.co.in> The cost of the tender documents (i.e. Rs 500/-) may be deposited by Demand Draft drawn from any Nationalized Bank in favour of A.O. (Cash), BSNL, O/o GMTD Imphal. This demand draft must be submitted to the AGM (Admn) O/o the GMTD, Imphal. The Tender Hard copies of bids & all the documents to be submitted only offline along with the DDs. on [working day at the chamber of the AGM\(Admn\) O/o the GMTD,BSNL, Imphal Manipur at office hour](#) before the closing hour. The Tender will be opened at 1530 hrs of 18.12.2019 in presence of Tenderers/bidders/authorized representatives.

Sign of the bidder with stamp

Asst. General Manager(Admn)
O/o GMTD, Manipur SSA
Imphal-795001.

SECTION – II

INSTRUCTIONS TO BIDDERS

1. Eligibility of Bidders

- (a) Experience certificate of at least of two similar contracts since last 5 years to Govt. /Semi Govt./ PSUs/ Corporates/ Autonomous bodies/ Big reputed company registered under companies Act,1956.
- (b) The bidder should be a **drinking water** supplier having well established service in **Imphal, Manipur**.
- (c) The bidder should produce copy of valid Trading License issued by Municipal/ Local District Council Authorities as applicable for **Manipur** state. If not registered yet, it should be submitted within 5 months from the date of awarding contract, failing which contract will be cancelled forthwith.
- (d) The bidder should have been registered with Sales Tax/VAT authorities and enclose the copy of Registration Certificate. If not registered yet, it should be submitted within 5 months from the date of awarding contract, failing which contract will be cancelled forthwith.
- (e) The bidder should have PAN allotted to him by IT Department (Copy to be enclosed). If not obtained yet it should be made available and a photocopy should be submitted within 5 months from the date of awarding of contract, failing which contract will be cancelled forthwith.

2. Bid Document

2.1 Bid document includes:

- a) Notice Inviting Tender
- b) Instructions to bidders
- c) Terms & Conditions of supply
- d) Special conditions of contract
- e) Services to be provided
- f) Bid form
- g) Letter of authorization for attending bid opening
- h) Schedule of rate list
- i) Performance Security Bond Form
- j) Performa for no Relative in BSNL
- k) Agency details.

2.2 The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. Failure to furnish all the information required as per Bid Documents or 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.

3. Amendment to bid document

- i) 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.
- ii) The amendments shall be notified in the aforesaid websites.

4. Bidders other than local firms will be summarily rejected.

SECTION - III

TERMS AND CONDITIONS OF SUPPLY

1. The firm should have the necessary permit/license from the competent authorities to operate the business of supplying water. Tenders without the above Certificates will be liable to be rejected.
2. **PRICE/RATE:**
The rate should be quoted both in words and figures for each trip or the quantity/tanker capacity shown in the Annexure. Rate should be inclusive of all charges and taxes.
3. **EARNEST MONEY:**
The Earnest Money of Rs. 25020/- (Rupees twenty five thousand and twenty) only should be deposited in the form of Demand Draft of any Nationalized/Schedule Bank in favour of AO(Cash),BSNL, O/o GMTD, Imphal payable at Imphal. It may either be converted to part of security deposit or refunded only after 3 months from the date of awarding of contract. The earnest money for unsuccessful bidder will be refunded on demand. No interest on earnest money will be borne by the BSNL Manipur.
4. **SECURITY DEPOSIT:**
The amount of earnest money deposited in respect of the successful tenders may be converted into part of Security Deposit, or otherwise a sum equal to 10% of the tender value must be deposited in the form of Demand Draft from any Nationalized/Schedule Bank in favour of AO(Cash),BSNL, O/o GMTD, Imphal payable at Imphal. The security deposit will be refunded after 2 months from the date of expiry of the contract. No interest on such security deposit for whatever length of time will be borne by the BSNL Manipur.
5. **VALIDITY OF THE OFFER:**
The quoted rate/price should remain valid for at least 12 (twelve) months from the date of awarding of contract.
6. **ACCEPTANCE:**
 - a) This office reserves itself the right to increase, decrease, drop or split up the quantity and place the supply orders on one or more tenders and the tenderers must supply at the quoted rates.
 - b) Payment will be made on monthly basis through e-payment/transfer system only after the receipt of the drinking water and after due verification of delivery registers.
 - c) Supplier should maintain a Register book for recording daily supply of drinking water showing the hours and date. Bill in duplicate and duly signed should be submitted to the AGM(Admn), O/o GMTD, BSNL Imphal.
7. The supplier must obtain signature from the concerned caretaker/gate keeper/chowkidar in the maintained register regularly.
8. The quality of water supplied should be fit for human consumption.
9. At any time during the supply of the water to the BSNL Manipur if it is found that the quantity of water is less than the stipulated quantity or the quality falls short of specification or both, the contract is liable to be terminated.
10. **NON-SUPPLY OF DRINKING WATER & FORFEITURAL OF SECURITY DEPOSIT:**
 - a) The water supplier should supply drinking water regularly otherwise penalty @ 1 % on the average value of water supplied per week shall be levied and acceptance of tender is liable for cancellation without any notice and Security Deposit shall be forfeited.
 - b) Tenders which do not fulfill any of the above conditions or are incomplete in any respect are liable to rejection summarily.
11. The successful bidder shall be required to execute on Agreement with the BSNL Manipur. The Agreement may be terminated by giving one month notice by either party in cases of clauses 9, 10 and 11 above where the GMTD BSNL Manipur may terminate the Agreement without giving any notice in advance.

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in section II and general (commercial) 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. BSNL reserves the right to counter offer price against price quoted by the bidder.
9. Supply of Drinking Water
 - (i) The supplier will give his local telephone numbers (i.e. in **Imphal**) on which requirement of water can be intimated by the delivery station caretakers.
 - (ii) Requisition/PO will be inclusive in the contract acceptance letter and supply of water shall be as per requirement of the delivery stations of BSNL and at an average supply rate.
 - (iii) The Purchaser reserves the right to place POs on different occasions for the quantities which it needs. The total quantity ordered over the period of contract can be less than the tendered quantity.

10. **Delivery Period** : Since it is an item of daily use the delivery should be made within hours or on the same day.
11. The water, if found not fit for human consumption, will be rejected at the cost of the supplier.
12. Security @ 5% of the total tentative cost of supply value, in the form of Demand Draft in favour of [AO\(Cash\) BSNL O/o GMTD, Manipur SSA, Imphal](#) will be deposited by the successful bidder within 10 days from the date of acceptance of tender failing which earnest money shall be forfeited.
13. The tenderer will not be entitled to claim any interest on the money deposited by him as earnest / security deposit.
14. Rate quoted should be inclusive of all taxes and transportation etc. and no extra charge on this account will be payable.
15. The security of the tenderers who fail/refuse to supply the drinking water according to the specifications & Terms and Condition within prescribed period is liable to be forfeited at the discretion of the [GMTD, Manipur SSA, Imphal](#).
16. The final acceptance of the tender lies with the [GMTD, Manipur SSA, Imphal](#) who does not bind himself to accept the lowest tenderer and reserve the right, to reject any or all the tenders without assigning any reason.
17. No tender bid will be accepted offline.
18. The rates should be quoted as applicable to <https://www.ne2.bsnl.co.in> website.
19. The department has right to purchase the items from the market in case of failure of the tenderer to supply the goods according to specification within the prescribed period and any amount incurred will be recovered from his bill/security.
20. The [GMTD, Manipur SSA, Imphal](#) reserves the right to suspend any contract of scheduled work temporarily or permanently.
21. The jurisdiction of Civil Court shall be at the Head Qtr. of the [GMTD, Imphal](#).
22. In case any clause not mentioned, prevailing departmental rule will apply.
23. The rates will remain valid for one year starting from entering into agreement by the successful tenderer/tenderers with BSNL with an option of extension for a further period of one year on same or lower negotiated rates, terms and conditions.

SECTION V

Form-II

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

To
AGM(Admn)
Bharat Sanchar Nigam Ltd.
O/o GMTD, Manipur SSA, Imphal

Subject – Authorization for attending bid opening on ----- in the Tender for
supply of Drinking Water in O/o GMTD, Manipur SSA, Imphal.

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

Order of Preference	Name	Specimen Signature
I.		
II.		

Alternate Representative

Signature of bidder
Or
Officer authorized to sign the bid
Documents on behalf of the bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

SECTION VI

Form-III

PRICE SCHEDULE FOR SUPPLY OF DRINKING WATER:

SL.NO.	NAME OF THE ITEMS	APPROXIMATE QUANTITY REQUIRED FOR ONE YEAR	RATE QUOTED PER	RATE (inclusive of all taxes) per 10000 liters trip/tanker	
				In Figure	In Words
1	SUPPLY OF DRINKING WATER TO BSNL BHAVAN, TELEPHONE BHAVAN, TQ BUILDING & BSNL STAFF QUARTERS, PALACE COMPOUND IMPHAL	1104 TRIPS/TANKERS	10000 LITRES TRIP/TANKER		

SECTION -VII

PERFORMANCE SECURITY GUARANTEE BOND

In consideration of the **GMTD, BSNL** (hereinafter called 'BSNL') having agreed to exempt _____ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No _____ dated _____ made between _____ and _____ for the supply of _____ (hereinafter called "the said agreement "), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of

_____ (contractor(s)) do hereby undertake to pay to the BSNL an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the BSNL by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (office/Department) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO/TWO AND HALF/THREE YEARS (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) _____ further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the _____ day of _____ for

(indicate the name of bank)

SECTION-VIII

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 _____

SECTION - IX

AGENCY DETAILS

(Including performance records, financial viability etc.)

NAME OF AGENCY/COMPANY :

OWNER'S NAME/DIRECTOR'S NAME :

PAN NUMBER :

INCOME TAX A/C NO. & AMOUNT OF TAX PAID :

DURING LAST FINANCIAL YEAR

(Proof to be enclosed)

TIN NUMBER OF THE AGENCY/COMPANY :

TELEPHONE/Mobile Nos. :

BANKER'S NAME & ADDRESS :

EXPERIENCE (YEARS) :

LIST OF MAJOR CLIENTS (ENCLOSE COPY OF :

ORDERS/CONTRACTS ALONGWITH ITEMS,

ITEM DETAILS, PERFORMANCE REPORT)

ANY OTHER INFORMATION/DOCUMENTS WHICH :

MAY HELP BSNL IN ASSESSING TENDERER'S

CAPABILITES FOR AWARD OF CONTRACT (OPTIONAL)