



**भारत संचार निगम लिमिटेड**  
( भारत सरकार का उपक्रम )  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

OFFICE OF .GENERAL MANAGER TELECOM DISTRICT MANIPUR

**BID DOCUMENT**  
**(E-Tender)**

TENDER NO. GMT/IP/PLG/ZTE GSM BTS PHASE VIII.4 PROJECT/2020-21/9

Dated 28/12/2020

**Name of work:-**

**“Installation of Towers and Infra items for commissioning ZTE  
GSM BTSs under Phase VIII.4 project in Manipur SSA”**

Estimated cost of tender	:	<b>Rs. 8,99,100/-</b>
Last date and time of online bid submission	:	<b>19/01/2021 upto 11:00 Hrs</b>
Cost of Tender form.	:	<b>Rs 1,180/-</b>
Earnest money.	:	<b>Rs. 18000/-</b>
Security Deposit.	:	<b>10% of approved cost.</b>

**Issued by: -**

AGM (Planning),

O/o GMTD (BSNL), MNP SSA

**Contact No.:- 9436022142**

**E-mail id:- [agmplgmnp@gmail.com](mailto:agmplgmnp@gmail.com)**

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**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt of India Enterprise)  
**OFFICE OF THE GENERAL MANAGER TELECOM DISTT, MANIPUR. SECTION-I**

DETAILED NOTICE INVITING E-TENDER (DNIT)

**E-Tender for ZTE GSM BTS PHASE VIII.4 PROJECT in Manipur SSA.**

**TENDER NO.** GMT/IP/PLG/ZTE GSM BTS PHASE VIII.4 PROJECT/2020-21/9      **Dated** 28/12/2020

Online E-Tenders are invited by the GMTD, BSNL MNP SSA on behalf of BSNL from experienced contractors for "ZTE GSM BTS PHASE VIII.4 PROJECT in MNP SSA" with details as under: -

S. No.	Area/ No. of Site	Estimated Cost (Excluding GST)	Cost of Tender Document	Earnest Money	Date & Time of submitting tender on e-tendering portal and Physical submission of require documents	Date and Time of opening of technical (qualified) BID
1	10	Rs. 8,99,000/-	Rs. 1,180/-	Rs. 18000/-	Online 19/01/2021 upto 11:00 Hrs and Offline documents 19/01/2021 upto 11:00 Hrs	19/01/2021 at 13:00 Hrs

3. **Period of Contract:** - One year from the date of agreement which may be extended for a period of up to 06 months by the GMTD on the same terms and conditions of the agreement, if work of the contractor is found satisfactory. The extension is subjected to the extension of PBG of same amount and enhanced amount as per the discretion of BSNL, one month prior to the end of agreement. In case of extension of agreement, the PBG amount for the extension period will be increased accordingly.

4. **Mode of Payment:** - The cost of Tender document and Bid security is to be paid in the form of Crossed Demand Draft issued by a scheduled bank, drawn in favour of Accounts Officer (Claims), BSNL % GMTD BSNL payable at Manipur.

**5. Eligibility Criteria:-**

- a) **Experience Certificate:** The bidder should have experience certificates of completion of two works of similar nature each costing not less than Rs.9 Lacs during the last five financial years in BSNL/MTNL/PSUs/TSPs/State or Central Govt. issued by class-I officer not below the rank of Divisional Engineer or equivalent and should be duly attested by a Gazetted Officer/Notary Public/BSNL Officer not below the rank of SDE. In case of experience of work in Telecom Service Provider (TSP), this should be issued on the official letter head of TSP by an executive not below the level of ProjectHead/CTO.
- b) Required EMD of Rs 18000/- in accordance with the tender document in the shape of DD in favour of AO (Claims) BSNL, O/o GMTD MNP SSA payable at Manipur.

- c) Tender document(s), in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and over writing must be initialed with date by the tenderer or his authorized representative.
- d) Cost of Rs 1180/- of tender document in the form of DD in favour of AO (Claims) BSNL, O/o GMTD Manipur payable at Manipur.
- e) i) Selfattested copy of Partnership deed in case of partnership firm Or  
 ii) Self attested copy of Memorandum and article of association in case of limited company.  
 Or  
 iii) Original affidavit duly attested by Notary public in case of sole proprietorship.
- f) Self attested copy of certificate of incorporation of firm in case of limited company/registration of firm in case of partnership concern.
- g) Power of Attorney/Resolution of Board of Directors, authorizing an individual with whose DSC the tender is submitted on e-tendering portal (if and as applicable).  
 (Power of Attorney in original executed on the non-judicial stamp paper of Rs.100/ and the same be attested by a notary public or registered before sub-Registrar of the state. It should be executed by person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the company/institution/body corporate or all the partner(s) in favour of the said attorney in case of the bidder being a firm. **Such** authorization to the person signing the Power of Attorney should be attached).
- h) Certificate regarding Non-Employment of family members in BSNL in the prescribed format mentioned in Document duly signed by the proprietor of the firm/all the partners of the firm/directors of the company or **company secretary** on behalf of all directors).
- i) Self attested copy of GST registration.
- j) Self attested copy of EPF registration with competent authority.
- k) Self attested copy of PAN number of proprietor/Firm/company.
- l) Certificate of registration under Micro, Small, Medium Enterprise (MSME) of tendered item, if applicable duly attested by the Gazetted Officer/Notary Public for exemption of BID security/EMD and cost of tender form.

6. Tender documents may be downloaded from web site <http://ne2.bsnl.co.in/> (for reference only) and site <https://www.tenderwizard.com/BSNLKOL> as per the schedule as given in CRITICAL DATE SHEET as under.

Particulars	Date	Time (hrs.)
Published Date	28/12/2020	11:00
Bid Document Download Start Date	28/12/2020	11:00
Clarification Start Date	28/12/2020	11:00
Clarification End Date	30/12/2020	16:00
Bid Submission Start Date	28/12/2020	11:00
Bid Document Download End Date	19/01/2021	11:00
Bid Submission End Date	19/01/2021	11:00
Bid Opening Date	19/01/2021	13:00

Tender is invited through E-Tendering process and it is decided to use this portal <https://www.tenderwizard.com/BSNLKOL>. Prospective bidder should get their registration/enrollment done well in time accordingly on this Portal and also secure Digital Signature Certificate (DSC) from any authorized Certifying Authorities (CA). Digital Signature is mandatory to participate in the e-tendering. Bidder already possessing the Digital Signature issued from authorized CAs can use the same in this tender.

Tender will not be accepted/received on the E-Tendering portal after due date and time. The GMTD BSNL Manipur reserves the right to reject any or all tenders without assigning any reason whatsoever.

63. Tender document can be downloaded from <https://www.tenderwizard.com/BSNLKOL> or our web site <http://ne2.bsnl.co.in/>. As the tender is invited through e-tendering process, physical copy of the tender document would not be available for sale.

The tender, which is not accompanied by the requisite Bid security, shall be summarily rejected. Those tenderer who download the tender form from website <http://ne2.bsnl.co.in/> must deposit the cost of tender form with AO (Claims) % GMTD Manipur or attach DD in favour of AO (Claims) % GMTD Manipur while submitting tender. The receipt of payment of tender form/DD must be put in Bid Security envelop of tender. Tender will not be accepted/received after expiry of date and time. Any alterations made in the downloaded form shall result in the bid being rejected or agreement being cancelled and forfeiture of EMD/Security deposit. General Manager Telecom District Manipur reserves the right to reject or cancel any or all tenders at any stage without assigning any reason.

**AGM (PIg)**  
**O/o GMTD, BSNL Manipur SSA**  
**Imphal**

**A INTRODUCTION:**

**1. DEFINITIONS**

**SECTION-II**

**Instruction to Bidders**

- a. President of India :** The president of India means the President of India and his successors  
**Government of India:** The Government or Government of India shall mean the President of India.
- b. Department:** The Department means the Department of Telecommunication /Department of Telecom Services or any other Department under the Ministry of Communication, which invites the tenders on behalf of the President of India.
- c. BSNL** BSNL means Bharat Sanchar Nigam Limited under Department of Telecommunications. All reference of:- Departments  
Chief General Manager Principal  
General Manager General Manager  
Additional General Manager  
Deputy General Manager/ Area Manager/ Director/ Telecom Distt. Manager  
Divisional Engineer Sub  
Division Engineer Junior  
Telecom Officer Chief  
Accounts Officer Accounts Officer  
Assistant Accounts Officer Junior  
Accounts Officer  
  
Including other officers in the Department, Whatever designations assigned to them from time to time, who may be the in-charge of direction, supervision, testing, acceptance and maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean the Department of Telecommunications under the Ministry of Communications, Government of India.
- d. (The SSA Head)** Means General Manager, Manipur and his successors.
- e.** The **Jurisdiction of (the SSA Head)** : The jurisdiction of GMTD Imphal means Manipur SSA .
- f. Representative of (the SSA Head)** : DE/SDE/JTO concerned will be representative of GMTD Imphal for inspecting or supervising the work or testing etc.
- g. Site Engineer:** Site Engineer shall mean an SDE/JTO of the Department who may be placed by the GMTD Imphal Manipur SSA as in-charge of the work at site at any particular period of time.
- h. Engineer – in – charge :** DE Concerned will be the in charge of the site.
- i. Contract:** The term contract means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the president of India and the contractor, together with the documents referred to therein

including these conditions, the specifications, designs, drawings and instructions issued from time to time, by the engineer in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them. The expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

- j. Contractor:-** The contractor shall mean the individual, firm or company undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- k. Work:-**The expression “**Work**” shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- l. Schedule(s):-**Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the standard schedule of rates mentioned in the document.
- m. Site:-** The site shall mean the land/or other places where the BTS is installed/working at the BTS site at which work is to be executed under the contract.
- n. Normal time or stipulated time:-**Normal time or stipulated time means time specified in the agreement to complete the work.
- o. Extension of time:-**Extension of time means the time granted by the BSNL to complete the work beyond the normal time/stipulated time.
- p. Due date of completion:-** Due date of completion shall be one year from the date of signing of contract agreement.
- q. Duration of completion of work:-**The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.
- r. Excepted risk:-** Excepted risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of Government, damages from aircraft, act of God, such as earthquake, lightening and unprecedented floods and other causes over which, the contractor has no control and the same having been accepted as such, by the accepting authority or causes solely due to use or occupation by the government of the part of the work, in respect of which a certificate of completion has been issued.
- 2. ELIGIBILITY OF BIDDERS:-** The invitation of bids is open to all contractors as per their eligibility mentioned in NIT of this tender document.

## **B. THE BID DOCUMENTS:-**

### **3. BID DOCUMENTS:**

The Bid documents include.

### **Qualifying Bid:-**

Notice inviting Tender.

Bid Form.

Instructions to Bidders.

General instructions of the contract.

Work description

Letter of Authorization for attending Bidopening.

Documents/certificates/DDs or Receipts of payments to be submitted along with the qualifying bid as per clause 5 of NIT.

### **Financial Bid**

**The financial BID must be uploaded only in the format given in section-IX & X. Utmost care may kindly be taken to upload financial BID. Any change in the format of financial BID shall render it unfit for bidding.**

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

#### **4. QUERIES ON BID DOCUMENTS:**

A prospective bidder, requiring any clarification of the Bid Documents shall notify the Department in writing or by fax or through e-mail at the department's mailing address indicated in the invitation of Bids. The department shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 7 days prior to the date for the opening of the bids, Copies of the query (without/identifying the source) and the clarifications by the department shall be sent to all the prospective bidders who have purchased the bid documents and all such clarifications issued by the department will form part of the bid document.

#### **5. AMENDMENT OF BID DOCUMENTS:-**

At any time, prior to the date of submission of bids, the BSNL may, for any reason whether suo motto or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.

The Amendments shall be notified in writing or by FAX or through e-mail to all prospective bidders on the address intimated at the time of purchase of bid document from the department and these amendments will be binding on them.

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

#### **C. PREPARATION OF BIDS**

##### **6. Cost of Bidding:-**

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

##### **7. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS**

The bidder shall furnish, as part of his qualifying bid documents establishing the bidder's eligibility the following documents:-

**a) Experience Certificate:** The bidder should have experience certificates of completion of two works of similar nature during the last five financial years in BSNL/MTNL/PSUs/TSPs/State or Central Govt. issued by class-I officer not below the rank of Divisional Engineer or equivalent and should be duly attested by a Gazetted Officer/Notary Public/BSNL Officer not below the rank of SDE. In case of experience of work in Telecom Service Provider (TSP), this should be issued on the official letter head of TSP by an executive not below the level of Project Head/CTO.

**b)** Required EMD of Rs 18000/- in accordance with the tender document in the shape of DD in favour of AO (Claims) BSNL, O/o GMTD Manipur payable at Manipur.



- c)** Tender document(s), in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and over writing must be initialed with date by the tenderer or his authorized representative.
- d)** Cost of Rs 1180/- of tender document in the form of DD in favour of AO (Claims) BSNL, O/o GMTD Manipur payable at Manipur.
- e)** i) Self attested copy of Partnership deed in case of partnership firm Or  
 ii) Self attested copy of Memorandum and article of association in case of limited company.  
 Or  
 iii) Original affidavit duly attested by Notary public in case of sole proprietorship.
- f)** Self attested copy of certificate of incorporation of firm in case of limited company/registration of firm in case of partnership concern.
- g)** Power of Attorney/Resolution of Board of Directors, authorizing an individual with whose DSC the tender is submitted on e-tendering portal (if and as applicable).  
 (Power of Attorney in original executed on the non-judicial stamp paper of Rs.100/ and the same be attested by a notary public or registered before sub-Registrar of the state. It should be executed by person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the company/institution/body corporate or all the partner(s) in favour of the said attorney in case of the bidder being a firm. **Such** authorization to the person signing the Power of Attorney should be attached).
- h)** Certificate regarding Non-Employment of family members in BSNL in the prescribed format mentioned in Document duly signed by the proprietor of the firm/all the partners of the firm/directors of the company or **company secretary** on behalf of all directors).
- i)** Self attested copy of GST registration.
- j)** Self attested copy of EPF registration with competent authority.
- k)** Self attested copy of PAN number of proprietor/Firm/company.
- l)** Valid certificate of registration under Micro, Small, Medium Enterprise (MSME) of tendered item, if applicable, attested by the Gazetted Officer/Notary Public for exemption of BID security/EMD and cost of tender form.

**7.1.** The contractor shall also produce registration of his firm with EPF and show evidence of EPF contribution in respect of labours/employees employed by the contractor for the execution of works of BSNL before any payment is made to him for the work.

**7.2 CONCESSIONS TO MSE UNITS**

The guidelines, issued by Ministry of Micro, Small & Medium Enterprise (MSME), Government of India regarding concessions for Micro & Small Enterprise Units registered with District Industries Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts & Handloom

or any other body specified by Ministry of Micro, Small & Medium Enterprise, have been considered by the BSNL (Corporate Office) and it has been decided that these units shall be allowed the following concessions.

**i) Supply of Tender Documents**

The cost of tender document shall be exempted to MSE bidders provided the tendered item is listed in the Registration Certificate of MSE.

**ii) Exemption from payment of Bid Security deposit /Earnest Money Deposit**

The MSE units registered with bodies as detailed in para 7.2 shall be given exemption from payment of Bid Security deposit (as per para 8.1) provided the tendered item is listed in the Registration Certificate of MSE.

- a) A proof regarding current registration with bodies as detailed in para 7.1 above for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by bodies as detailed in para 7.1 should be current & valid on the date of opening of bid.

**8. BID SECURITY**

The bidder shall furnish, as part of his bid a bid security (EMD) for an amount as per details given below on the bid security for any period, what so ever:-

S. No.	<u>WORK</u>	Estimated cost of work including all taxes except GST in Rs.	Cost of bid document (Non refundable in Rs.)	Bid/ EMD security in Rs.
1	Installation of Towers and Infra items at 10 sites in Manipur SSA	Rs. 8,99,100/-	Rs.1,180/- (including GST-NonRefundable)	Rs. 18000/-

The bid security is required to protect the Department against the risk of bidder’s conduct, which would warrant the security forfeiture.

Bid Security shall be paid in the form of Crossed Demand Draft issued by a scheduled bank, drawn in favour of Accounts Officer (Claims), % GMTD, Manipur payable at Manipur.

- a) The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.
- b) The bidders (small scale units) who are registered with National Small Scale Industries Corporation under Single Point Registration scheme are exempted from cost of tender form and earnest money subject to the following:
  - i. A proof regarding current registration with NSIC valid on the date of opening for the tendered items will have to be attached along with the bid.
  - ii. The enlistment certificate issued by NSIC will not be permanent and should be renewed within two years of its presentation.

A bid not secured in accordance with para 8.1 to 8.3 shall be rejected by the BSNL as non responsive.

The bid security of the unsuccessful bidder will be refunded as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by the BSNL.

The successful bidder's bid security will compulsorily be converted to part performance security deposit.

### **The bid security shall be forfeited**

- i) If a bidder withdraws his bid during the period of bid validity specified in the bid document or
- ii) If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the department or
- iii) In case of a successful bidder, if the bidder fails to sign the agreement.

### **9. BID PRICES:**

(a) The bidder shall give the total composite price inclusive of all levies and taxes. (excluding GST) The costs of transportation are subsumed in the standard schedule rates and therefore no separate charges are payable on this account. The offer shall be firm in Indian Rupees.

(b) GST at the prevailing rates shall be payable extra subject to production of GST registration certificate with GST Department. A photocopy of challan in support of having deposited GST with GST department/through bank may be submitted monthly/quarterly basis to this office for record. No further payment will be made without receipt of such challans.

(c) The price 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.

(d) Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the schedule of rates (financial Bid). Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like discount, free supply, etc. into account.

### **10. PERIOD OF VALIDITY OF BIDS.**

(i) Bid shall remain valid for 240 day from date of opening of the bid (Qualifying Bid). A BID valid for a shorter period shall be rejected by the department as non responsive.

(ii) The Department/BSNL reserves the right to request the lowest 3 bidders as per read out list on the opening day to extend the bid validity for a period of further 120 days and the bidders have to necessarily extend the bid validity. Refusal to extend the bid validity will result in forfeiture of the bid security. A bidder accepting the request and extending the bid validity will not be permitted to modify his bid.

### **11. SIGNING OF BID:**

The bidder shall submit, as a part of his bid, the bid documents (in original) duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract. (Note: the tenderer is advised to keep a photocopy (at his own cost) of the bid documents for his own reference).

The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed with date by the person or persons signing the bid.

### **12. Tender Information**

**Note 1:-**The Tender Information below is for reference only.

**Type of tender- :**

- a) No. of Bid Submission Stages for tender: Single Stage
- b) No. of Envelopes for submission of Bids: TwoNos.

Tenders invited under two electronic envelopes system, the first electronic envelope will be named as Techno-commercial BID envelop & will contain documents of bid's satisfying the eligibility / Technical & commercial conditions and 2<sup>nd</sup> electronic envelope will be named as financial BID envelope containing financial quote. These envelopes shall contain one set of the following documents :-

**a) Technical BID envelope shall contain :-**

- i) Scanned Copy of EMD
- ii) Scanned copy of Cost of the tender documents i.e. tender fee.
- iii) Scanned copies of document(s) showing fulfillment of the eligibility criteria(s) stated in Clause 7 of **section II.**

**b) Financial BID envelope shall contain:**

- i) Scanned copy of the duly filled rates, signed and stamped Financial Bid as specified in the **Section-IX & X.**

**OFFLINE Submission of documents-** The following documents are required to be submitted offline (i.e. offline submissions) to AGM(Plg), O/o the GMTD BSNL MNP SSA 1st Floor , Manipur on or before 11:00 Hrs of 19/01/2021 in a sealed envelope else the bidder will be summarily rejected. **The envelope shall bear the tender number, name of work and the phrase:**

**"Do Not Open Before 13:00 Hrs on dated 19/01/2021.**

- i) Demand Draft of EMD – Bid security/EMD (original copy)
- ii) Demand Draft of Tender fee (original copy)
- iii) Power of Attorney/Resolution of Board of Directors, authorizing an individual with whose DSC the tender is submitted on e-tendering portal (if and as applicable).  
(Power of Attorney in original executed on the non-judicial stamp paper of Rs.100/ and the same be attested by a notary public or registered before sub-Registrar of the state. It should be executed by person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the company/institution/body corporate or all the partner(s) in favour of the said attorney in case of the bidder being a firm. Such authorization to the person signing the Power of Attorney should be attached).
- iv) Latest and valid NSIC Certificate issued by MSME duly attested (if applicable) of tendered item.
- v) Affidavit in original duly attested by Notary in case of sole proprietor firm.
- vi) Original of all the scanned copies submitted online, including the bid documents and supporting documents establishing eligibility of the bidder.

*Note:* Please note that the receipt of above documents before due date and time of the bid opening on e-tendering website is a prerequisite meaning thereby in the absence of these documents e-bid of such tenderer will not be opened.

**13. SUBMISSION OF BIDS:**

Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of DNIT.

**Postponement of Tender opening:** - Whenever it is considered necessary to postpone the opening date of tenders, quick decision must be taken and communicated to the tenderers who have purchased the tender documents and shall be at least one day before the original date of opening. The reasons for postponing the tender shall be recorded in writing. Such notice of extension of date of opening shall also be put up on the notice board and also published in the newspapers in which original NITs have been published. If the date of opening of bids is

declared as holiday, the bids will be opened on the next working date at the same time and venue.

13.3. The BSNL if subsequently, declares date fixed for opening of bids as holiday the revised schedule will be notified. However, in absence of such notification, the bid will be opened on next working day, time and venue remainingunaltered.

**14. LATE BIDS:-**

14.1 Tenders will not be received after the specified time of closing of the tender and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the tenderer that he should ensure timely submission oftender.

**15. MODIFICATIONS AND WITHDRAWAL OF BIDS:-**

The bidder may modify or withdraw his bid after submission and before opening, provided that the intimation is deposited by the bidder in a properly sealed envelope (With Wax/PVC tape) in the tender box, before the schedule time and date for closing of tender.

No bid shall be modified subsequent to the deadline for submission of bids.

**BID OPENING AND EVALUATION:**

**16. OPENING OF BIDS BY THE DEPARTMENT:**

16.1 The Department shall open the bids in the presence of bidders or his authorized representatives who choose to attend, at time on due date. The bidder's representative, who is present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening.

16.2. A maximum of two(2) representatives for any bidders shall be authorized and permitted to attend the bid opening.

The bids shall be opened in the following manner:

Name of envelopes to be opened & information to be read out by Bid Opening Committee.

At the time of opening the bids, initially envelope containing offline documents of all bidders will be opened. The Electronic envelope consisting Techno Commercial bids of only those bidders will be opened who would have submitted required documents as offline submissions.

The techno-commercial bid shall be opened on the date and time of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids. Thereafter the TEC will evaluate Techno-commercial bids & the report of TEC will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC online in front of techno commercially eligible bidders/authorized representatives by sending them a suitable notice.

The following information should be read out at the time of Techno-commercial bid opening:-

- a) Name of the Bidder
- b) EMD amount & validity and acceptability
- c) Information in respect of eligibility of the bidder.
- d) Details of bid modification/ withdrawal, if applicable.

The following information should be read out at the time of Financial bid opening:-

- a) Name of the Bidder
- b) Quantities/prices quoted in the bid
- c) items for which rates are quoted

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

**17 CLARIFICATION OF BIDS BY THE DEPARTMENT:-**

To assist in examination, evaluation and comparison of bids, the BSNL may, at its discretion ask the bidder for clarification of its bid. The request for its clarification and its

responses shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

**18. PRELIMINARY EVALUATION:**

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

(a) Prices shall be quoted by the bidder as per the Financial Bid in words as well as in figures inclusive of all other kinds of taxes except GST. Any tender violating this condition will be out rightly rejected. In case there is discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quote in words shall prevail.

Prior to the detailed evaluation, the Department will determine the substantial responsiveness of each bid to the bid document. For purpose of this, a substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without deviations. The department's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

A bid, determined as substantially non responsive will be rejected by the Department and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non conformity.

The BSNL may waive any minor infirmity or non conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.

**19. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:-**

The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive.

The evaluation and comparison of responsive bids shall be on comprehensive package basis of financial bid.

**20. CONTACTING THE DEPARTMENT:-**

No bidder shall try to influence the department on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.

Any effort by the bidder to modify his bid or influence the department in the department's bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid.

**21. AWARD OF CONTRACT:-**

The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable.

**22. BSNL'S RIGHT TO VARY QUANTUM OF WORK:-**

The BSNL reserves the right to decrease or increase the work by up to 25% of the total quantum of work specified in the schedule of requirements without any change in the rates or other terms and conditions. The total cost of agreement will increase proportionately with the increase in quantity of work/BTS or period of agreement.

**23. 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 what-so-ever and without thereby incurring any liability to the affected bidder or bidders on the ground for the BSNL's action.

**24. ISSUE OF LETTER OF INTENT:-**

The issue of letter of intent shall constitute the intention of the department to enter in to the contract with the bidder. Letter of intent will be issued as offer to the successful bidder.

The bidder shall within 15 days of issue of letter of intent, give his acceptance along with security deposit in conformity with the biddocuments.

**25. SIGNING OF AGREEMENT.**

The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the department within a week of submission of security deposit.

As soon as the tender is approved by the competent authority, the Bid Security deposited by the successful bidder may be converted into the security deposit, which will be held by the department till the completion of warranty period.

The successful bidder will furnish complete office address/Tel No./Fax No./Mobile No. of his local representative for immediate correspondence.

**26. ANNULMENT OF AWARD:-**

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

### SECTION-III

#### **27. Vendor Contract Clauses under GST:-**

**Eligibility-** For the purpose of this agreement, the supplier should:

1. Have a valid PAN No.
2. Have a valid Goods and Services Tax Registration Certificate No. or mention as unregistered dealer.
3. File a self-declaration along with the evidence that the supplier is not blacklisted by GST authorities.
4. Intimate all GST registration number to BSNL, where supplier holds multiple GST numbers.

**Tax Clause-** All taxes except CGST, SGST, UTGST and IGST if any, required to be paid on the invoices as specified in clause- above shall be borne by the supplier.

**Composition Scheme-** Where the supplier is registered as a composition dealer under GST Act, it shall declare the same at the time of acceptance of purchase order. Supplier shall not levy or impose taxes under GST on invoices.

**Indemnity-** It is responsibility of the supplier to ensure that outward supply return (GSTR-1) is filed correctly and to declare correct information on the invoice and GST portal.

In case of mismatch because of vendor's fault, prompt amendments must be made by the supplier else supplier shall be required to indemnify BSNL of the loss of credit due to mis-match and BSNL shall recover the said amount from vendor.

The compliances to be adhered by supplier includes (but is not limited to) the following:

- (i) Uploading appropriate invoice details on the GSTN (Goods and Service Tax Network) within the stipulated time.
- (ii) Issuing GST compliant invoice/CN/DN. PO issued by BSNL should be referred by supplier for capturing information on the invoice.
- (iii) Acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of details on GSTN. Such changes w.r.t the mis-match is required to be accepted by supplier within the time limit prescribed under the GST law. It must be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier.

BSNL reserves the right to be indemnified for the credit loss and recover the said amount from the supplier in case BSNL is unable to claim the input tax credit for any non-compliance or default or due to lack of diligence on the part of the supplier. Further in case any credit is not received or short credit is received or in case of any error because of which no credit is received then such equivalent amount is not liable to be paid by BSNL. Where, however the amount has already been paid by BSNL the same is liable to be recoverable or adjustable against subsequent payments.

**Indemnity clause-** It is hereby agreed between both the parties that in case any GST and/or cess liability, interest, penalties or any other tax/duty/amount/charge/liability/professional costs related to litigation becomes payable by BSNL or input tax credit is denied to BSNL due to failure of the supplier to comply with the relevant laws/regulations applicable in India or overseas. Supplier undertakes to indemnify BSNL for an amount equal to amount payable by BSNL and the same shall be recovered by BSNL.

**Tax deducted at source-** Nothing contained herein in the agreement shall prevent BSNL from deducting tax at source if required under GST Act and GST regulations, any law or any regulation.

**Reverse charge liability- Domestic procurement-** Wherever domestic reverse charge is applicable on BSNL under GST Act, no tax shall be charged by supplier on invoice. It shall be the liability of BSNL to pay tax under reverse charge mechanism.



**Reverse charge liability-Unregistered supplier-** It is specifically agreed between the parties that where the supplier is not registered under GST Act, it shall be the responsibility of BSNL to discharge liability under reverse charge mechanism. It is further agreed that supplier shall not charge tax on invoice.

**GST invoice** – It shall be the responsibility of supplier to raise appropriate tax invoice as per the provisions of GST Act. BSNL reserves the right to be indemnified for the credit loss in case BSNL is unable to claim the input tax credit for any non-compliance/default in raising appropriate invoice by supplier. Further all invoices should be sent to BSNL promptly.

Further the Supplier is required to comply following requirements w.r.t issuance of invoice:

- All the details of supplier (name, address, GST IN/unregistered vendor, place of supply, SAC/HSN code etc) and other mandatory details shall be mentioned on the invoice:
- Invoice/DN/CN need to be issued timely within the time prescribed under GST law.
- In case of any deficient supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment.
- It would be the responsibility of the supplier to declare correct information on invoice and GST portal viz. The amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the supplier, the same would be recovered by BSNL from the supplier.
- Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availment of credit and ensure that the place of supply as per GST law is same as registered premise.
- It shall be the responsibility of supplier to raise invoice within the prescribed timelines.
- E-waybill number should be mentioned on the invoices.
- **Debit note-** The supplier acknowledges and agrees to issue appropriate debit note/credit note as prescribed under GST and send to BSNL within the prescribed time. All documents should be received well in advance so as to enable BSNL to claim proper credit.

Further it shall be the responsibility of supplier to declare the details of such credit note in the return for the month during which such credit note has been issued but not later than September following the end of the financial year in which such supply was made, or the date of furnishing of the relevant annual return, whichever is earlier.

BSNL reserves the right to be indemnified for the credit loss by supplier in case BSNL is unable to claim the input tax credit for any non-compliance or default or due to lack of diligence on the part of the supplier.

**Payment terms-** BSNL will make payment to supplier only after the invoice is uploaded by supplier in GST outward return i.e. GSTR-1 and credit of GST is available (reflected in GSTR-2A) to BSNL.

Further it is agreed that for claiming the payment the following documents are to be submitted by the Supplier to the paying state along with appropriate invoice:

1. Invoice along with e-way bills.
2. Delivery challans.
3. Consignee Receipt (L.R).
4. Each equipment shall be accompanied by supplier certification confirming adherence to all standards for materials and workmanship quality. On copy of the same shall be sent by the supplier to state quality head/state operation heads for records.
5. Bill of materials.
6. Any other document as may be demanded by BSNL.

**Payment terms-** Supplier hereby agrees that it will be solely responsible for performing all compliances and making payments of GST, Cesses, interest, penalties or any other tax/duty/amount/charge/liability arising either out of laws/regulations applicable in India and

overseas or because of a demand/recovery initiated by any revenue authority under laws/regulations applicable in India or overseas.

**Purchase order-** It is understood between the parties that supplier shall raise invoice basis purchase order issued by BSNL. In case of any deviation or disagreement by supplier on place of supply, billing location, HSN code/SAC code stated on PO, it shall be the responsibility of supplier to intimate BSNL well in advance.

**Place of supply-** For the purpose of this agreement, place of supply under GST Act shall be the place of supply as determined under purchase order raised by BSNL. It shall be the responsibility of supplier to intimate BSNL well in advance in case of deviation/disagreement with the place of supply as determined in PO.

**Deficient Supply/Incomplete supply/Rejected supply-** Each party to contract agrees that in case of any deficient supply or incomplete supply or rejected supplier, it shall be the responsibility of supplier to issue GST compliance credit note within the reasonable time and take tax adjustment. In case the supplier fails to issue proper credit note within the time stipulated under the GST law the taxes charged and not adjusted would be borne by the supplier.

**Advance payment-** Where in terms of the agreement, BSNL pays advance amount to supplier for supply of goods/services. It shall be the responsibility of supplier to issue GST compliant receipt voucher or such other document as may be prescribed to BSNL. Further supplier would be required to issue refund voucher as prescribed under GST Act in case no supply is made and no invoice is raised.

**Discount clause-** In case where supplier is providing discount to BSNL for the goods supplied by it or service rendered, following should be predetermined or mutually agreed between supplier and BSNL.

1. Situations in which discount would be allowed by supplier to BSNL (e.g. Value-based/quantity-based discounts)
2. Basis and manner in which discount would be computed and allowed to BSNL
3. Deduction of such discount from the value of supply as per provision of GST Act.

**Compliance rating-** Supplier shall be liable to comply with all the compliances as may be prescribed to ensure that compliance rating is not reduced below the prescribed limit as laid down under GST Act and GST regulations. Supplier shall be required to submit a self-declaration from time to time, that they are not black-listed on the GST portal. Notwithstanding anything contained in agreement, in the event of black listing of supplier i.e. compliance rating reduced below the prescribed limit, the amount related to tax shall be paid to supplier only on receipt of input tax credit to BSNL.

**E-way bill-** It shall be the responsibility of supplier to obtain e-way bill in case of movement of goods exceeding limit as prescribed under the GST Act. Supplier would indemnify BSNL in case of any non-compliance or default or due to lack of diligence on the part of the supplier to comply with the e-way bill requirement.

**Penalty-** It is agreed by supplier that in case of any deviation, default or negligence on the part of supplier due to which it is liable to pay penalty to BSNL, the same shall be recovered by BSNL from supplier along with applicable GST tax (as may be applicable).

**Liquidated Damages-** GST (if applicable) on account of liquidated damages due to delay in supply of goods would be borne by supplier.

**Set off-** It is agreed that in case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person (s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person (s) contracting through the BSNL, the GST on such set off will be borne by the supplier.

**Miscellaneous-1.** Supplier agrees to share the monthly information with BSNL which would be uploaded by the supplier in its GSTR-1 along with the information of input credit to be claimed by BSNL in such month;

- 1.** It shall be the responsibility of vendor to provide reconciliation statement of all the supplies made by it including issuance of credit note, debit note or other documents as prescribed, within 30<sup>th</sup> September following the end of relevant financial year.

## Section-IV

### **E-tendering Instructions to Bidders**

#### **Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Portal.

More information useful for submitting online bids on the Portal may be obtained at: <https://www.tenderwizard.com/BSNLKOL>

#### **REGISTRATION**

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://www.tenderwizard.com/BSNLKOL>) by clicking on the link "**Online bidder Enrollment**" on the Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **SEARCHING FOR TENDER DOCUMENTS**

1) There are various search options built in the Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My Tenders“ folder. This would enable the Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **PREPARATION OF BIDS**

1) Bidders should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS**

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted 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.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key

**Section –V**  
**GENERAL TERMS AND CONDITIONS**

**1. Award of Contract & Issue of Work Order: -**

The work order will be issued by the concerned DET/AGM of the section.

**2. Contract period and extension :-**

The contract shall be for one year from the date of agreement but Department reserves the right to extend the contract by 6 months & 25% extra work beyond the period specified in the letter of acceptance (tender), on the same rates and other terms & conditions. However, further extension beyond 6 months, if necessary, will be on mutually agreed terms and conditions as per section I of NIT.

**3. Right to cancel the contract:-**

- (i) The Department shall have the right to cancel the contract wholly or in part in the event he is obliged to do so on account of any decline, diminution, curtailment or stoppage of the work(s), by giving one month's notice.
- (ii) The Department shall have the right to cancel the contract & forfeit S/D if subsequently it is found that the approved contractor is a "Member of Family" of a "Government Servant" working in BSNL.

**4. Every successful bidder shall also execute an agreement with the Department i.e. BSNL on a non judicial stamp paper of Rs. 100/- (The cost of stamp paper to be borne by bidder), AGM(Plg) O/o GMTD BSNL MANIPUR, shall sign the contract on behalf of BSNL & he shall represent the BSNL with reference to contract.**

**5. Payment:-**

Payment will be made as specified in Special Terms and Conditions.

**6 Fair Wages:-**

The contractor shall pay to labour employees by him either directly or through Sub contractor, wages not less than fair wages as defined in the CPWD contractors labour regulations or as the provisions of the contractor labour (Regulation and Abolition) Act, 1970 and the contract labour (R&A) Central rule 191 wherever applicable.

The contractor shall not withstand the provision of any contract contrary to clause for paid fair wages to labour indirectly engaged on the work, including with the said work, as if the labour has been immediately employees by him. In respect of all labour directly or indirectly in the works for performance of the contractors part shall comply with or cause to be complied with the central public works department contractor's labour regulation made by Govt. from time to time in regard to payment of wages, wage period reduction from wages books, or wages slips, publication or scale of wages and other terms or employment inspection and submission of periodical returns and all other matter of the like nature or as per the provision to the contract labour (R&A) Act, 1970 where applicable.

GMTD Manipur or his subordinate official concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good on the loss suffered by a worker or workers by reasons of non fulfillment of the condition of the contract for the benefit of the workers non-payment of wages or of deduction made from his or their wages which are not justified by their terms of the conduct or non observance of the regulations.

The contractor shall comply with the provision of the payment or wages Act, 1936, minimum wages Act, 1948 employees liability Act, 1938 workmen's compensation Act, 1923 industrial dispute Act, 1947, Maternity benefits Act, 1961 and the contractors labour (&A) Act, 1970 of the

modification there of any other has relation there to and the rules made there under from time to time.  
The contractor shall indemnify Govt. payment to be under and for observance of the laws aforesaid on the C.P.W.D. Continentals labour regulation without prejudice to his right to claim indemnity from his subcontractors.

**7. Force Majeure : -**

If at any time, during the currency of this contract, the performance, in whole or in part, of any obligation(s) by either party under this contract shall be prevented or delayed by reason(s) of war, hostility, acts of the public enemy, civil disturbance, sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lockout or act of GOD (Herein after referred to as events), provided notice of happenings, of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason(s) 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(s) may come to an end or cease to exist and the decision of the Department as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation(s) under the contract is prevented or delayed by reason(s) of any such event for a period exceeding 60 days, either party may, at its discretion terminate the contract. The decision of GMTD MANIPUR as to whether an event justifies invocation of force majeure shall be final & conclusive.

Provided also that if the contract is terminated under this clause, the Department shall have liberty to take over from the supplier, at a price to be fixed by the Department & which shall be final, all the unused, undamaged & acceptable goods, bought out components & store in course of manufacture in the possession of the supplier at the time of such termination or such portion(s) thereof as the Department may deem fit excepting such materials bought out components and stores as the supplier may with the concurrence of the Department elect to retain.

**8. Termination for Default: -**

The Department by a written notice of 30 days, of default, may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in part as the case may be:-

If the supplier fails to deliver any or all of the goods/services within the time period(s) specified in the contract, or any extension thereof granted by the Department.

If the supplier fails to perform any other obligation(s) under the contract; and

If the supplier, does not remedy his failure(s) within a period specified by Department, after the receipt of the default notice.

In the event of the termination of the contract in whole or in part, the Department may get the same repaired from open market, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered & the supplier shall be liable for payment of such excess cost for such similar goods. The supplier shall, however, continue to perform the contract to the extent not terminated.

On the happening of any of the above circumstances, the Department, without prejudice to its other rights under the law of the contract, may purchase the balance quantity of the goods/ services at the risk & cost of supplier & book to him for the payment thereof & shall also claim a set-off of any dues payable under the contract to the supplier against his dues under the contract or any previous contract.

**9. Termination for Insolvency: -**

The Department may at any time terminate the contract by a written notice to supplier, without compensation, if the supplier becomes bankrupt or otherwise insolvent as declared by competent court, provided that such termination shall not prejudice or affect any right of action of remedy which had accrued or will accrue thereafter to the Department.

**10. Arbitration: -**

In the event of any question, dispute or difference arising under this agreement or in connection there with (except as to matters the decision of which is specifically provided under this agreement) the same shall be referred to sole arbitration of the CGMT NE-II Circle Dimapur or in case his designation is changed or office abolished, then in such case to the sole arbitration of the officer entrusted with the function of head of BSNL NE-II Circle Dimapur by whatever designation such officer may be called (here in after referred to as the said officer) and if the CGMT or the said officer is unable or unwilling to act, as such to the sole arbitration of some other person appointed by the CGMT or the said officer.

There will be no objection to any such appointment that the arbitrator is BSNL Officer, 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 matters 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 reason whatsoever, such CGMT or the said officer shall appoint another person to act as arbitrator in accordance with the terms of the agreement and the person so appointed shall be entitled to proceed with reference from the stage at which it was left out by his predecessors.

The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. Subject to the aforesaid The Arbitration and Reconciliation Act, 1996 and the rules made there under, any modification thereof for time being in force, shall be deemed to apply to the arbitration proceedings under this clause.

The venue of the arbitration proceedings shall be decided by the arbitrator upon every & any reference as aforesaid the assessment of costs of incidental expenses in the proceeding for the award shall be in the jurisdiction of the arbitrator.

**11. Subject Laws & Jurisdiction:-**

The contract shall be governed by Indian Laws & the Courts will have jurisdiction to entertain any dispute(s) or claim(s) arising out of such dispute(s).

**12. Set Off:-**

Any sum of money due & payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the Department or BSNL & set off the same against any claim of the Department or BSNL arising out of this contract or under any contract made by the contractor with the Department and /or BSNL.

**13. Performance Security (Security Deposit):-**

- i) The successful bidder including bidders having MSME/NSIC registration with validity of 18 months, within 10 days of the receipt of the letter of Intent (LOI), shall furnish performance security for an amount of 10% of the contract value.
- ii) The proceeds of the performance security shall be payable to the Department as compensation for any loss resulting from the suppliers failure to complete its obligations under the contract.
- iii) The performance security shall be in the form of original DD/Bank Guarantee/FDR issued by a scheduled/Nationalized Bank in the form provided in the Tender Documents. Bank Guarantee/FDR should be valid for 1 ½ years.  
The performance security shall be discharged by the Department six months after completion of the supplier's performance obligations, including warranty obligations, if any, under the contract. Earnest Money deposited/security deposit will carry no interest for whatsoever it remains with the BSNL MANIPUR.
- iv) In case of breach of any tender condition, delay or non-performance of work or supplies, poor quality of work, submission of fake documents/certificates BSNL may take all or any of the following actions at any stage of bid:
  - a) Forfeiture of EMD.



- b] Forfeiture of Security Deposit.
  - c] Cancellation of contract.
  - d] Barring in participation of all future tenders of BSNL/MTNL/DOT for a period of 3 years or more.
- This will further be without prejudice the right of department to take further action admissible under law.

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## SECTION-VI

### SPECIAL TERMS & CONDITIONS

1. The bidder is supposed to give his e-mail ID, Fax No. on which all the complaints will lodged by the field units and the same will be attended within time prescribed.
2. The contractor's representatives shall comply with all applicable laws, bye Laws, rules, regulations, orders, directions, notifications etc of the Govt./ Court/Tribunals and shall also comply with all directions issued by BSNL and provide BSNL with all information and cooperation that BSNL may reasonably require from time to time.
3. The contractor's representatives have to fully cooperate with BSNL to investigate any complaint from the public/staff.
4. **SAFETY PRECAUTIONS** The contractor shall ensure provision of necessary safety devices tools/ kits.etc required for discharge of services as mentioned in Annexure D at his own cost and shall recoup the same from time totime.
5. **Safety Precautions when working in close to electric/power cables: - the contractor has to provide the safety tools/kits and take all precautionary measure while handling with BSNL Mobile equipment** The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the mobile site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his work.
6. The Contractor shall be liable for any theft, sabotage etc. of BSNL property and the damages/losses if any will be recovered from the contractor. The contractor shall report any such incident to the site in charge immediately.
7. **Penalty**  
The party of the second part shall be responsible for executing the work as per the time allotted in work order Time allowed for completion of the work as entered in the work order shall be strictly adhered to by contractor. The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the contractor shall pay as penalty for delay in execution of pending work allotted in work order @ 0.5 percent per day of delay for a period up to 10 days and thereafter at the rate of 0.7% for each day of delay another 20days subject to a maximum of 10% of work order cost will be applicable and deducted on delay of execution of project. Beyond this BSNL may execute the work from any other agency from the open market at the cost of contractor in addition to the penalty imposed above.
8. The Contractor agrees to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:
  - a). Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party; or
  - b) Any breach of the terms and conditions in this agreement by Contractor This clause shall survive even on the termination or expiry of this agreement.

9. The contractor will be responsible for any loss/damage caused to the assets & persons during the period of his custody and cost of loss/damage will be recovered from the contractor's bills. Decision of GMTD MANIPUR shall be final and acceptable to the contractor.
10. Replaced equipment will be deposited to SSA store as per directions of JTO/SDE/DE concerned.
- 11 The rates quoted should be inclusive of cost of spare parts, labour, transport charges, octroi and all types of taxes except GST which will be paid extra as applicable.**
- 12 Bidder must be able to carry out all types of installation work including rigger services.**
- 13 Income Tax will be deducted at source at prevailing rates.**
14. The contractor shall depute trained and qualified staff fully conversant with the installation/commissioning work of 3G BTS.
15. No transportation, handling charges etc. shall be given to the contractor separately.

**Payment of Bill:-**

- 16 Bills will be submitted by the vendor on quarterly basis. The payment will be made within 30 days subject to availability of funds, of submission of bills complete in all respect duly checked and verified by the DE/SDE/JTO concerned.
17. All payments are subject to production of proper bills in duplicate by the contractor after observing usual BSNL procedure. Payment will be made by AO (Claims) BSNL O/o GMTD MANIPUR by RTGS/NEFT only in the name of the contractor.

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**Section-VII**

**ANNEXURE-I**

**PERFORMA FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR IN BSNL**

**Declaration to be given by the contractor in respect of no near Relative(s) in BSNL/DOT/MTNL, of the contractor**

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

Signature of the bidder with seal\*

The near relative (s) means:-

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

**In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd., Company by all the 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 so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.**

Signature of Bidder with seal.

Section-VIII

**Scope of Work**

**Services to be provided by the contractor**

S. No	Name of item	Qty	scope of work
1	Installation of Towers and Infra items for commissioning ZTE GSM BTSs under Phase VIII.4 Project in Manipur SSA.	10 No's	<ol style="list-style-type: none"><li>1. Installation of Towers and Infra items at 10 (Ten) sites.</li><li>2. Loading &amp; unloading.</li><li>3. Transportation of items from Imphal to 10 different locations.</li></ol>

## Section-IX

### FINANCIAL BID

**BHARAT SANCHAR NIGAM LIMITED**  
**OFFICE OF THE GENERAL MANAGER TELECOM, MANIPUR.**

#### **Tender for "ZTE GSM BTS PHASE VIII.4 PROJECT in Manipur SSA"**

##### **FINANCIAL BID/SCHEDULE OF RATES**

1. Name & Address of the Bidder : .....
2. Telephone No./Fax No. : .....
- n) Particulars of earnest money : .....
- deposit (attach original receipt/DD) .....
4. Description of items for quoting rates : .....

Date :

Signature of the Bidder (With

Rubber Stamp)

Place :

**Section-X**

**FINANCIAL BID**

**Standard Schedule of Rates**

S. No	Name of item	Standard Schedule of Rate per Job excluding GST
1	Installation of 9M MARR RTT Tower and Infra at Telecom Colony.	Rs. 112500/-
2	Installation of infra items at Manipur High Court	Rs. 49900/
3	Installation of 15 M coupled MARR RTT at Sagolband Meino Leirak	Rs. 138100/
4	Installation of infra items at Sagolband Meino Leirak	Rs. 49500/
5	Installation of infra items at Maibam Leikai	Rs. 49900/
6	Installation of 15 M coupled MARR RTT at Thoubal Mela Ground	Rs. 141600/
7	Installation of infra items at Thoubal Mela Ground	Rs. 68000/
8	Installation of 15 M coupled MARR RTT at Kakching Bazar II	Rs. 145600/
9	Installation of infra items Kakching Bazar II	Rs. 70400/
10	Installation of Infra at Sehlon, Chandel	Rs. 73600/

**Quoted rates:-**

I/WE Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc.,we the under signed offer to execute the work for ZTE GSM BTS PHASE VIII.4 PROJECT in Manipur SSA in Conformity with the said specifications and conditions of contract at the percentage (Below)/ at Par/ above) on

Standard schedule rates :-

BELOW

In Figures.....%  
In Words.....Percentage.

OR

AT PAR

In Figures.....%  
In Words.....Percentage.

OR

ABOVE

In Figures.....%  
In Words.....Percentage.

If our bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this bid for a period of 240 days from the date of opening of Financial Bid and it shall remain binding upon us and may be accepted at any time before the expiry of the period. Permission

NOTE:-

- i) The quoted rates are inclusive of all taxes by Local Bodies/ State/ Central Govt. GST will be paid extra as applicable.
- ii) Rates must be quoted in figures and words. Bid where rates are not quoted in words in addition to figures will be cancelled.
- iii) The quantity of work may vary subject to actual measurement and other unforeseen reasons. The expected quantity is given only to serve as a rough guide to the tenderer to ensure his capability to carry out the work.

Dated \_\_\_\_\_

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

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

Address of Tenderer \_\_\_\_\_



Pro-forma of Performance Bank Guarantee (PBG)  
(To be typed on non-judicial stamp paper of appropriate value)

Dated:.....

**Performance Bank Guarantee (PBG)**

Whereas .....<Contract awarding authority>(hereinafter referred to as BSNL)has issued an Award Letter no..... Dated...../...../20..... for awarding the work of Installation of Towers and Infra item for commissioning ZTE GSM BTSs under PHASE VIII.4 Project to M/s ..... (hereafter referred to as "Contractor") and the BSNL has asked them to submit a performance bank guarantee in favour of ..... O/o ..... of Rs. ..../- (hereafter referred to as "PBG. Amount") valid up to ...../...../20.....(hereinafter referred to as "Validity Date"). Now at the request of the Contractor, We ..... Bank .....Branch having ..... (Address) and Regd. office address as ..... (Hereinafter called „the Bank") agreed to give this guarantee as hereinafter contained:

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

under this guarantee is restricted to the PBG Amount and it will remain in force up to its Validity date. (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

6. In case BSNL demands for any money under this bank guarantee, the same shall be paid through Banker's Cheque in favour of .....

7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

Telephone Numbers .....

Fax numbers.....

List of documents to be submitted along with the bid:

Sl.No	Tender Document and its Annexure/certificate Items.
1	Tender Document duly filled and signed in all pages without modification/ addition/ deletion
2	Whether Proof for payment of Cost of Tender document is enclosed with Tender Schedule / Valid NSIC certificate
3	Whether Proof for payment of EMD is enclosed with Tender Schedule / Valid NSIC certificate
4	Whether copy of Certificate of Registration of Company /Agency / Firm is enclosed
5	Whether attested copy of EPF and proof for payment of EPF;
6	Letter of authorization for Bid opening
7	Original Work Experience certificate for more than one year after 01-10-2000
8	Solvency certificate from the Banker (Scheduled Bank) of the Tenderer issued on or after 01.04.2020.
9	Attested copy of PAN card / Income Tax return copy of latest turnover
10	Whether Declaration for No Near Relative(s) employed in BSNL furnished
11	Whether BID form is enclosed
12	If Partnership concern / Company- whether enclosed attested copy of registered partnership deed / Memorandum of Association , Articles of Association, if any
13	Attested copy of "Power of Attorney" in case person other than the tenderer has signed the tender documents duly scanned and uploaded
14	GST Registration Certificate