



**BHARAT SANCHAR NIGAM LIMITED**  
**(A Govt. of India Enterprise)**  
OFFICE OF THE GENERAL MANAGER TELECOM,  
TELEPHONE BHAVAN, IMPHAL

**TENDER DOCUMENT LIMITED**

**TENDER FOR**  
**OF cable construction works for Sangaiprou Xge shifting**  
**MANIPUR BA**

TENDER ENQUIRY NO:  
**GMT/IMP/Plg/OFC construction works for SGP Xge shifting /MNP BA/2021-22/5**

Dated 30-Dec-21

DUE DATE OF OPENING: 13:00HRs of 18-Jan-22

VALIDITY OF OFFER: **180 DAYS FROM DATE OF OPENING**

**Cost of Bid document = Rs. 590/-**

Signature of the Bidder with seal

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**The bid documents contain 39 pages.**

**Note: - Each and every page of the BID document must be signed by the Tenderer**

Signature of the Bidder with seal

## SECTION I



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

No:GMT/IMP/Plg/OFC construction works for SGP Xge shifting /MNP BA/2021-22/5 Dated 30-Dec-21

### NOTICE INVITING TENDER

For and On behalf of BSNL, Properly Sealed (by PVC tape/ Sealing wax) Item Rate Tenders are invited by the AGM (Plg), Office of the GMTD, BSNL Imphal Manipur BA from registered contractors for the work of OF cable construction works for Sangai prou Xge shifting of the Tender

NIT No.	GMT/IMP/Plg/OFC construction works for SGP Xge shifting /MNP BA/2021-22/5 30-Dec-21
Name of work	OF cable construction works for Sangai prou Xge shifting
Estimated Cost put to Tender	Rs. 181692/- (Rupees One Lakh EightyOne Thousand Six Hundred NinetyTwo Only)
Cost of BID document (non refundable)	Rs 590/- (Rupees Five Hundred Ninety Only)
Earnest Money Deposit	Rs. 3700 /- (Rupees Three Thousand Seven Hundred Only)
Period of completion of work	As per Work Order
Sale of tender documents	<b>From 11:00 Hrs of 03-Jan-22 to 11:00 Hrs of 18-Jan-22</b>
Time and last date of submission of Bids (to be dropped at the TENDER BOX kept at the chamber of the AGM (Plg))	<b>11:00Hrs of 18-Jan-22</b>
Time & Date of Opening of Technical Bid documents of intending bidders	<b>13:00HRs of 18-Jan-22</b> AGM(Plg), MNP BA
Time & Date of Opening of Financial Bid	The date & time of opening of "Financial Bid" shall be conveyed to all the bidders who have qualified in technical bid.

- i. The Tender Document (not transferable) will be issued on application in plain paper along with payment of (non- refundable) **Rs. 590/-** (Rupees Five Hundred Ninety Only) in the form of Demand Draft obtained from any Nationalized/Scheduled Bank or ACG-67 drawn in favour of "Accounts Officer (Cash), O/o the GMTD, BSNL Imphal Manipur BA." May be submitted to the O/o AGM (Plg), BSNL Imphal requesting for Tender Document.
- ii. The Tender Document can also be downloaded from our website [www.ne2.bsnl.co.in](http://www.ne2.bsnl.co.in) and in such cases the cost of tender document Rs.590/- (Rupees Five Hundred ninety only) will have to be paid in the form of DD obtained from any Nationalized/Scheduled Bank or ACG-67 drawn in favour of Accounts Officer (Cash), O/o the GMTD, BSNL Imphal Manipur BA payable at Imphal and should be attached with the tender without which tender paper will be rejected.

Signature of the Bidder with seal

- III. The bidder shall furnish the bid EMD in one of the following ways:
  - a. Demand Draft/ Banker's cheque / ACG-67 drawn in favour of Accounts Officer (Cash), BSNL, Imphal, 795001 and payable at Imphal.
  - b. Bank Guarantee from a scheduled bank drawn in favour of General Manager, BSNL Bhawan, Imphal 795001 which should be valid for 180 days from the tender opening date.
  - c. Note- 1) The existing/past vendors of BSNL NE-2 Circle, who have submitted their bills for different works carried out for BSNL and bills were duly passed for payment and the payment in all respect is overdue for over 90 days as on the date of publication of NIT, may participate in the tender without submitting EMD, but by the submission of an unqualified and unconditional declaration cum undertaking that the amount equivalent to EMD/BID security may be retained out of the outstanding due to the vendor by BSNL towards EMD/BID security without any interest or other liability on BSNL for the same tenure (180 days) and terms and conditions of EMD/BID security (declaration cum undertaking is to be given as per format at annexure-III). The hard copy (ink signed) of the declaration cum undertaking should be submitted to AGM (Plg), O/o GMTD, Imphal in the tender box in a sealed envelope along with other bank instruments (original DD/BC) for tender paper fee and original power of attorney (if applicable).
- IV. The tender, which is not accompanied by the requisite cost of the Tender document and Bid Security (EMD), shall be summarily rejected.
- V. Bid Validity Period: Validity of Bid offer for acceptance by BSNL: **180 days** from the tender opening date and for further extension of 120 days.
- VI. If the last date of selling/dropping and opening falls on a holiday or bandh, then this date will be deferred to the next working day. However, the time fixed will remain same.
- VII. Tender will not be accepted/received after expiry date and time.

**VIII. Bid should be submitted in three envelopes placed under the main cover.**

**These three envelopes should be marked with "Bid Security (EMD)/Technical Bid/Financial Bid". These envelopes should contain the following:**

Envelope	Marked on the Cover	Contents of the Envelope
First	Bid Security(EMD)	Containing Bid Security
Second	Technical Bid	Containing documents
Third	Financial BID	Rates duly quoted by the bidder in the prescribed format

**On all these envelopes as per Section-VI, the name of the firm and whether "Bid Security" OR "Technical Bid" or "Financial Bid" must be clearly mentioned and should be properly sealed (with sealing wax/packing PVC tape). These envelopes are to be placed inside another envelope and properly sealed (with sealing wax/packing PVC tape). The Bids which are not submitted in above mentioned manner shall be summarily rejected.**

- IX. The qualified Tenderer will have to deposit an amount @ 10% of the estimated cost or the quoted amount whichever is higher as Performance Security Deposit. The EMD of the successful bidder shall compulsorily be converted into security deposit & rest 8% amount Security Deposit will be deducted from running/ Final Bills. Thus total security deposit will be 10%.
- X. In case of any correction/addition/alteration/omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.
- XI. The rates quoted by the agency shall be exclusive of GST.

Signature of the Bidder with seal

XII. The Competent Authority of BSNL reserves the right to reject any or all tenders without assigning any reason whatsoever.

Assistant General Manager (Plg)  
O/o General Manager, BSNL MNP BA  
Imphal- 795001

Copy to: -

1. Notice Board of O/o GMTD, BSNL MNP BA
2. All Notice Boards of DEs/ SDEs in MNP BA
3. AGM (IT), O/o the CGMT, NE-II Circle for uploading on BSNL Website.

Signature of the Bidder with seal

SECTION – II

BID FORM

To,  
The General Manager  
BSNL Imphal  
Manipur BA,

With reference to tender notice number:-**GMT/IMP/Plg/OFC construction works for SGP Xge shifting /MNP BA/2021-22/5 Dated 30-Dec-2130-Dec-21**, I/we have read and understood all the terms and conditions mentioned in the tender form and agree to abide by all conditions laid down there in.

1. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
2. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening (Qualifying Bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
3. The firm has not bid for this tender under any other name
4. I/we understand that GMTD Manipur can reject the tender without assigning any reason thereon. The decision of the GMTD Manipur will be the final in all cases.
5. We undertake, if our Bid is accepted, we will execute the work in accordance with specifications, time limits and terms and conditions stipulated in Bid document.
6. EMD is deposited and original receipt is attached
7. Rates offered by me are given in the separate envelope for financial bid.
8. If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.
9. We undertake, if our Bid is accepted, we will comply with all the mandatory provision of labour laws, EPF, ESI & Misc provision Act & Employer Provident Scheme in respect of Labours/Employees engaged by me for performing the work under the contract as per terms and conditions stipulated in the tender document.
10. Until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
11. If my/our bid is accepted, I/we will take BSNL connection before execute the agreement

Signature of Party with rubber stamp & date

Full Name (In block letters) \_\_\_\_\_

Capacity in which signed \_\_\_\_\_

Signature of the Bidder with seal

SECTION – III

TENDERER'S PROFILE

1. Name of the tenderer /firm \_\_\_\_\_
2. Name of the person submitting the tender. Shri \_\_\_\_\_  
(In case of proprietary/partnership firms, the tender has to be signed by Proprietor/Partner only, as the case may be)
3. Address of the firm. \_\_\_\_\_
4. Tel. No. (With STD code) (O)..... (Fax).....(R).....
5. Registration & incorporation particulars of the firm: (please Tick as applicable) (i) Proprietorship (ii) Partnership (iii) Private Limited Co. (iv) Public Limited Co.

Passport size Photograph of the Tenderer / authorized Signatory holding Power of
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(Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law).

6. Name of Proprietor/Partners/Directors \_\_\_\_\_
7. Income tax PAN Number of the party/Firm \_\_\_\_\_  
(Please attach a copy of PAN card & copy of last income tax return of firm)
8. My GST registration number is \_\_\_\_\_
9. My EPF Registration No. \_\_\_\_\_
10. Banker & A/C No. of tenderer: \_\_\_\_\_
11. Infrastructure capabilities:
  - i. Capacity of engaging mazdoors per day \_\_\_\_\_
  - ii. Capacity of trenching per day (in meters) \_\_\_\_\_
  - iii. Capacity of pipe laying per day(in meters) \_\_\_\_\_
  - iv. Capacity of pulling cable through duct/pipe per day (in meters) \_\_\_\_\_
12. Particulars of machines possessed by the contractor which can \_\_\_\_\_  
help in trenching through HDD method (Whether it is own or leased?)

(Please attached the documentary proof of your own machine or lease deed)

13. Tenderer will submit the attested copy of the PAN card/Election Commission I-Card/Passport of the proprietor or authorized signatory in case of proprietor is not signing the tender document. The tender is liable to be rejected if the signature and photograph do not match with the photograph affixed and the signature made in the tender documents.(Photograph and the signature of the authorized signatory should be duly attested by the proprietor or the partners/Director).

I/we hereby declare that my firm is not Black Listed by any BA/circle of BSNL and the information furnished above is true and correct.

Place: Signature of tenderer / authorized signatory with seal Date:

Signature of the Bidder with seal

SECTION-IV  
UNDER TAKING/ DECLARATION

I/We..... (Name of Prop/Part.)

..... (Name of firm/Comp)

(Address).....

Hereby give the under taking that the documents submitted by me in bids are genuine.

I/We also declare that my firm as stated above or the partner/ proprietor therein have never been black listed by BSNL or any other organization/ firm in which I/We were/ are partner/ proprietor.

I/We also declare that no store of BSNL is pending with me/us issued against completed/terminated works of BSNL.

In case it comes to the notice that the declaration/ documents/ information given by me/ us are false, the GMTD. BSNL, Manipur BA, Imphal is fully empowered to cancel my registration and can remove my name from the enlistment.

Signature of the Bidder with seal



DECLARATION

"I.....S/o.....  
R/o..... here by certified that none my relative (s) as defined below is/ are employed in BSNL unit. In case at any stage, it is found that the information given by me is false/ incorrect BSNL shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

The near relatives for this purpose are defined as:

- (a) Member 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 and sons wife(daughter in law), daughter and daughters husband (son in law), brothers and brothers wife, sisters and sisters husband (brother in law),

Note: - In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the directors of the company excluding govt. of India/ financial Institution nominees and independent none official part time directors appointed by Govt. of India or the governor of the state and full time directors of PSUs both state and central.

**SECTION-V**  
**TECHNICAL**  
**SPECIFICATION/REQUIREMENTS**

**A. General:** OFC Construction works for shifting of Sangaiprou Exchange.

**B. Technical specifications:** The detailed specifications of the works involved in the Tender are given below.

a. The work involves digging out old posts and stays, unfitting brackets, dismantling wires & cables etc and transporting these items to the new locations. The work also involves digging holes for erection of posts at new sites, fitting tubular posts, erecting posts, digging holes for stays, erecting, fixing and twisting stays, fitting 4w/Support brackets, erection of aerial cable, terminating aerial Optical fiber cable with optical splicing machine at customer end / Splitter location, tapping from existing Overhead OF joint and concreting the post base etc. without damaging to the existing system. Aerial optical cable is to be erected with the support of GI wire. Aerial optical cable to be clamped with insulated supporting 16 SWG GI wire. The materials except AB Post/GI pipe is to be provided by the contractor.

b. The depth of the pits for erecting tubular posts should be such that, the vent hole of the socket, after erection of the posts should be above ground level. The sides of the pit should be tightly packed so that the post is straight. For fitting tubular posts, insert the top end of the B tube in to the band at the bottom end of the A tube and ram the B tube against a strong support, so that the tubes fit well. Socket B should then be fitted to the B tube in the similar manner. BC posts should also be fitted in the similar fashion. Items will be supplied by BSNL.

c. The stays for the posts must be erected without disturbance to traffic for the stability of the alignment counterbalancing the wind pressure and load of aerial cable. The pits for erecting stays should be dug to such a depth that 30cm length of the stay rod should be above the ground level after erection. The stays are to be erected using the standard components only. The SSNP should be cleaned and lubricated well before erection. A minimum of three strands of 5.60mm dia. GI wire should be used for twisting the stays. The collaring should be with 3.55 mm GI wire. These items will be supplied by BSNL.

d. The brackets are to be fitted to the posts using correct sizes of U clamps and saddles and the accessories are to be properly fitted and tightened. The bolts are to be tightened so that the brackets are straight and do not shake while erecting the cables. The minimum separation between brackets should be 9". Items will be supplied by BSNL. BSNL advertising boards to be fixed on the AB posts as instructed by BSNL. The advertising boards will be supplied by BSNL.

e. The contractor will have to supply the necessary components required for concreting the post base. At places where normal depth cannot be achieved for erection of posts, proper RCC concreting in the dimension 0.5x0.5x0.5 cubic meters should be made around the post.

f. The optical aerial cable of standard quality must be erected and clamped to the brackets/accessories. The quality and standard of material supplied by the contractor should be got approved by the competent authority Divisional Engineer designated by BSNL, Imphal. The aerial cable must be terminated properly in each post erected in the turnings of the road.

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- g. After the completion of work contractor has to ensure the quality and performance of the cable and work. The attenuation of every fiber of the newly laid cable by the contractor should be less than 0.2dB per KM. Also the splice joint at each location should be less than 0.5 dB. The cable will be tested by BSNL to check the attenuation of fiber within the permissible limit of 0.5dB per km.
- i. At road crossings and other areas where it may not be feasible to string overhead cables, Horizontal Directional Drilling (HDD) for laying U/G PLB/HDPE pipes in to a standard depth of 1.85 m as specified in laying of OFC by HDD method will be required.
- j. The aerial optical cable must be spliced at customer end /splitter as per the Requirement using optical splicing machine. Tapping from the existing overhead joint / overhead straight joint has to be carried out by contractor wherever required. The splicing machine and kit is to be arranged by the contractor.

**SECTION – VI**  
**INSTRUCTION TO BIDDERS**

1. One set of Tender Documents can be obtained from AD (Plg-1) O/o GMTD, BSNL Manipur BA, Imphal– 795001 after payment of Rs.590 /-(Rs. Rupees Five Hundred Ninety Only) per form (non-refundable) to Accounts Officer(Cash), O/o GMTD,BSNL, Imphal- 795001 between 11:00 hrs to 15:00 hrs on working days and the receipt in ACG-67 may be obtained from A.O(Cash),BSNL Manipur BA, Imphal & produce the same to planning section to obtain the form.

1.1 The jurisdiction of Manipur:-Telecom District covers the areas under the Manipur state.

Area	Description of Work	Estimated cost of work (in Rs.)	Cost of Bid Document (Non-refundable)	Bid Security (EMD) (in Rs.)	Period of Completion of work
Manipur BA	OF cable construction works for Sangaiprou Xge shifting	Rs. 181692/-  (Rupees One Lakh EightyOne Thousand Six Hundred NinetyTwo Only)	Rs. 590/-  (Rupees Five Hundred Ninety Only )	Rs. 3700/-  ( Rupees Three Thousand Seven Hundred Only)	As per Work Order

**2. Term Explained: DEFINITIONS**

- a.** President of India: The President of India means the President of India and his/her successors.
- b.** Government of India: The Government or Government of India shall mean the President of India.
- c.** Department: The Department means the Department of Telecommunications/Bharat Sanchar Nigam Ltd. or any other Department under the Ministry of Communications, which invites the tenders on behalf of the CMD, BSNL India. All references of:  
BSNL  
Chief General Manager  
Principal General Manager  
General Manager  
Deputy General Manager / Area Manager / Director / Telecom Distt. Manager / Director(Projects)  
Divisional Engineer/ Divisional Engineer (Projects) Sub  
Divisional Engineer  
Junior Telecom Officer  
Chief Accounts Officer  
Accounts Officer  
Assistant Accounts Officer

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#### Junior Accounts Officer

Including other officers in the BSNL, 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 BSNL of Telecommunications under the Ministry of Communications, Government of India.

- d.** (The BA Head) means the Head of BA GMTD Manipur and his successors.
- e.** The jurisdiction of (GMTD Manipur): The jurisdiction of GMTD Manipur means Manipur BA which coincides geographically with (Revenue District(s)) of Manipur.
- f.** Representative of: Representative of GMTD Manipur means GMTD Manipur officer and staff for the time being in "Manipur" deputed by GMTD Manipur for inspecting or supervising the work or testing etc.
- g.** Engineer-in-charge: The Engineer-in-charge means the Engineering Officer nominated by the BSNL to supervise the work, under the contract. (Minimum Divisional Engineer level officer).
- h.** Site Engineer: Site Engineer shall mean an SDE of the BSNL who may be placed by the as in GMTD Manipur – charge of the work at site at any particular period of time.
- i.** A/T Unit: A/T Unit shall be mean Acceptance and testing unit of the BSNL. Shortcomings/deficiencies noted shall be attended by contractor within 15days.
- j.** A/T Officer: An officer authorized by T &D Circle or NE-2 Circle to conduct A/T.
- k.** 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 BSNL& the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings & 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, subject to 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.** Contractor: The contractor shall mean the individual, firm or company, experienced in executing similar type of works, 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.
- m.** Work: The expression "works" shall unless there be something either in the subject or context repugnant to such construction be construct & taken to mean the works by virtue of the contract contracted to be executed whether temporary or permanent and whether original altered, substitute or additional.
- n.** 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.
- o.** Site: The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which, the work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- p.** Normal time or stipulated time: Normal time or stipulated time means time specified in the work order to complete the work.
- q.** Extension of Time: Extension of Time means the time granted by the Department to

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complete the work beyond the normal time or stipulated time.

- r. Date of Commencement of work: It means the date of actual commencement of work or 7th day from the date of issue of work order, whichever is earlier.
- s. Due date of completion: Due date of completion shall be the date by which the work shall be completed at site including clearance of site.
- t. 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.
- u. 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 acts of Government damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which, the contractor has no control and the same 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.

### 3. ELIGIBILITY OF BIDDERS:

The contractors, who are participating in this Tender should be BSNL authorised / enlisted contractor and should have previous experience in laying U/G cables/OFC in DOT/BSNL/MTNL for at least two years in the last five years period. Experience certificate issued by an officer not below the rank of Group B officer of DOT/BSNL/MTNL should be enclosed along with the tender. The Tenders received without experience certificates will not be considered.

#### 3.1 BID SECURITY (Earnest Money Deposit):

The bidder shall deposit an earnest money deposit (EMD) of Rs. 3700/- (Rupees Three Thousand Seven Hundred Only) in the office of the General Manager, BSNL, Imphal on any working day upto 11:00Hrs of 18-Jan-22 and the receipt in the form of ACG-67 obtained thereof should be attached with the tender document or Bid security shall also be accepted in the form of Crossed Demand Draft issued by any Nationalized/ scheduled bank payable at Imphal drawn in favour of Accounts Officer (Cash), O/o GMTD, BSNL, Manipur BA Imphal.

3.2 No interest shall be paid by the BSNL on the bid security for any period, whatsoever.

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

3.4 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

3.5 The successful bidder's bid security will compulsorily be converted to part performance security deposit in accordance with the relevant clause

3.6 The bid security shall be forfeited 1) If the bidder withdraws his bid during the period of bid validity specified in the bid document or 2) If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not

Signature of the Bidder with seal

acceptable to the BSNL or 3) In case the Successful bidder, fails to sign the agreement in accordance with the relevant clause, or to furnish Security Deposit in accordance with relevant clause.

#### 4. PERIOD OF VALIDITY OF BIDS:

4.1 Bid shall remain valid for 180 days from the date of opening of the bid. A

BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE BSNL AS  
NON-RESPONSIVE

4.2 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.

#### 5. SUBMISSION OF TENDER:

5.1 The completed and duly filled tender document should be sent in sealed covers only, prominently super-scribed "**OF cable construction works for Sangaiprou Xge shifting**" and should be addressed to Assistant General Manager (Plg), O/o GMTD, BSNL, Manipur BA Imphal- 795001 as to reach on or before 11.00 hrs of 18-Jan-22. Tender schedule be deposited in the box available in the office of AGM (Plg), BSNL, Manipur BA Imphal or be sent by registered post.

5.2 If the tender is sent by registered post, the delay if any in the transit will be at the risk of the sender. The company will not be responsible for the delay in transit.

6. POSTPONEMENT OF TENDER OPENING: Whenever it is considered necessary to postpone the opening date of tenders, such notice of extension of date of opening shall also be put-up on the notice board and also published in the newspapers. If the date of opening of bids is declared as holiday, the bids will be opened on the next working day at the same time and venue.

#### 7. LATE BIDS:

Tenders will not be received after the specified time or closing of the tender and the same shall be **rejected and returned unopened to the bidder**. It is the responsibility of the tenderer to ensure timely submission of tender.

##### 1. OPENING OF BIDS:

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

#### 8. CORPORATION'S RIGHT TO VARY QUANTUM OF WORK:

The BSNL, at the time of award of work under the contract, reserves the right to decrease or increase the work by up to 25% of the total quantum of work specified in the schedule

Signature of the Bidder with seal

of requirements without any change in the rates or other terms and conditions.

9. CORPORATION'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 grounds for the BSNL action.

10. DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER:

The following documents shall be submitted by the bidder along with the tender.

- (i) 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 overwriting must be initialed with date by the tenderer or his authorized representative
- (ii) Bid Security as pretender (EMD)
- (iii) Solvency certificate from the banker of the tenderer – up to works costing Rs. 20 lacs is Rs 2lacs.  
The solvency certificate shall not be earlier than the date of issue of NIT
- (iv) The Registration of the firm, Authenticated copy partnership deed in cases of partnership firm.
- (v) Bid Form, duly filled in all respect
- (vi) Experience certificates for at least two years during the preceding five years period issued by Divisional Engineer/AGM of BSNL.
- (vii) Tenderer's profile, duly filled in as per Section III of the tender document.
- (viii) Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.

**NOTE: The Tenderer is advised to keep a photocopy of this Tender document at his own cost.**

11. Security Deposit:

a. The successful tenderer's deposited EMD amount will be treated as security deposit of the work. No separate intimation will be given to the tenderer in this regard.

b. Security deposit is for ensuring satisfactory performance and execution of the contract work. The security deposit will be forfeited to BSNL, if after acceptance of the tender; the tenderer violates the agreement or fails to carry out the work in accordance with the terms and conditions of the tender

c. The Security Deposit will be released on expiry of six months from the date of settlement of last bill for the work done and after obtaining necessary "no due Certificate" from the field DEs concerned.

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## SECTION-VII

### GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

#### 1. APPLICATION:-

The General conditions shall apply in contracts made by the BSNL for the execution of OF cable construction works for Sangaiprou Xge shifting.

#### 2. QUANTUM OF WORK:-

- a. The estimated value of work shown in tender document may vary on the basis of actual requirement at the discretion of GMTD Manipur limited to +25 % OR – 25% without any change in approved rates ,terms & conditions of contract.

b) BSNL will have the right to increase or decrease upto 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contractor upto 50% of the additional quantities of goods and services contained in the running tender/contract can be ordered within a period of **12 months** from the earliest date of acceptance of APO at the same rate or a rate negotiated (downwardly) with the existing vendor considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled a fresh.

#### 3. SUB-CONTRACTS:-

- a. The contractor shall not assign, sub contract or subject the whole or any part of the works covered by the contract, under any circumstances.
- b. Where the Contractor is a partnership firm, the previous approval in writing of the Engineer-in-charge shall be obtained before any change is made in the constitution firm. Where Contractor is an individual or a Hindu undivided family business concerns such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement here under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in the contravention of above Clause 4(a) thereof & the same action may be taken & the same consequence shall ensue as provided in said Clause4(a)
- c. The GMTD, BSNL Manipur BA, Imphal reserves the right to refuse or permit any person or organization or sub- contractor to participate in the works covered by the contract. The assignment or sub-contracting or sub-letting of any such work ,if permitted by the GMTD, BSNL Manipur BA, Imphal shall not relieve the Contractor of any of his liabilities and responsibilities hereunder, the intention being that notwithstanding any assignment or sub-letting or sub- contracting, the contractor shall be and remain primarily and principally liable to BSNL in terms hereof and for the due fulfillment of the contracted works by any assignee or sub-contractor shall provide insurance of the same type and limits as required of the contractor.
- d. Each assignee and sub-contractor shall be covered by the contract documents and shall perform the work which he take-up in accordance with it. BSNL will have the same privileges and rights with respect to the inspection of work of assignees or sub-contractors as are provided for under the Contract Document governing the work of the contractor.
- e. The Contractor shall indemnify, and Keep harmless BSNL from and against all

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actions suits, proceedings, costs, damages, charges, claims and demands what so ever, either in law or in equity and all costs (inclusive between attorney and client) and charges and expenses that the BSNL may sustain suffer or incur arising from or out of or incidental (to in connection with any act(s) or commission) of the Contractor or his agents, employees, assignee or sub-contractor. The provision shall also apply to the sub- contractor assignee as the case may be.

#### 4. PRICES:

- a. Prices charged by the Contractor for the works performed under the Contract shall not be higher from the prices quoted by the Contractor in his Bid.
- b. Prices once fixed will remain valid for the period of contract. Increase and decrease of taxes/duties will not affect the price during this period.
- c. BSNL shall not be responsible for any escalation in prices of labour or materials, etc. whatsoever or any increase in any duties, levels, or taxes in respect machinery equipment thereof whatsoever and the Contractor rates and Contractor's obligation shall remain unaffected such escalation and/or increase.
- d. The Contractor shall not be entitled to any compensation what so ever by reason of suspensions of the whole or any part of the work made necessary by BSNL or deemed devisaible on account at Force Majeure conditions.

#### 5. SECURITY DEPOSIT:-

- A. **Performance Security Deposit:** Security deposit will be 10 % of the estimated cost or 10% of the approved amount whichever is higher.
- a) The EMD (Bid security) of the successful bidder will be converted into part of Performance Security Deposit.
  - b) The proceeds of the Security Deposit shall be payable to the department as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
  - c) No interest will be paid to the contractor on any security deposit
  - d) The **Performance Security Deposit** shall be released / refunded after expiry of warranty period of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and / or violation of any terms and condition of the contract as stipulated in the bid document.
  - e) In the event of security being insufficient or if the security has been forfeited the balance of the total sum recoverable (as the case may be) shall be deducted from any sum then or at any time there-after becomes due to the contractors under this or any other contract with Manipur BA should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to Manipur BA on demand the remaining balance due failing which the contractor will be blacklisted
  - f) Security deposit in any form shall be liable for appropriation/adjustment against any liquidated damages for delayed or against carry forward loss to BSNL to which the contractor does not meet otherwise.
  - g) If the contractor fails or neglects to perform any of his obligation under the contract, it shall be lawful for the BSNL to forfeit either whole or any part of the Security Deposit furnished by the contractor, which does not amount to imposing of penalty, after issuing "SHOW-CAUSE NOTICE" which will be dully examined for final decision by the competent authority and the decision conveyed to the Tenderer in writing.
  - h) In the event of the contractor failing to observe or perform any of the condition of the work as set out here in the Security deposit referred to above will be forfeited by BSNL without

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prejudice to any other rights.

- i) If the contractor duly performs and completes the contracts in all respects, the B.S.N.L. shall refund the Security Deposit to the contractor after deducting all costs and other expenses that the BSNL may have incurred for making good any loss due to any action attributable to the contractor which the BSNL is entitled to recover from the contractor.
- j) Any unclaimed Security Deposit(s) as due for refund to contractor/supplier and remain unclaimed for three years after its/their refund become(s) admissible (for instance after the contractor /supplier fulfills his contract) shall be dealt with the provisions contained in the rules of the B.S.N.L.
- k) In the event of the contractor being adjudged in solvent or going voluntarily into liquidation are having receiving order or other under Insolvency Act made against or in the case of company of the passing of any resolution or making of any order, for winding up whether voluntarily or otherwise or in the event the contractor failing to comply with any of the conditions herein specified, General Manager Telecom District Manipur shall have the power to terminate the contract without any notice.
- l) Refund of the Security Deposit is subject to full and final settlement of the final bill for the works, contracted/executed under the Contract.

**7. ISSUE OF WORK ORDERS AND TIME LIMIT:**

- A) The work order shall be issued so as to include all items of works for the section allotted to the contractor.
- B) The work orders shall be issued by the AGM (Plg), O/o the GMTD, BSNL Manipur BA, Imphal time to time after examining the technical and planning details of the works to be executed.
- C) In each work order, the work order issuing authority shall specify the time allowed for completion of work after seeing the quantum of work, store availability position and urgency of work. The time allowed for carrying out the work is to be strictly observed by the contractor and shall be reckoned from seventh day from the date of issue of work order.
- D) The contractor shall promptly carryout the work within the time as specified to him by the Manipur Telecom District at the time of placing work order The time allowed for completing the works as entered in the work order shall strictly be observed by the contractor and time should be deemed to be essence of the contract on the part of the contractor. Therefore the work shall, throughout of the stipulated period be proceeded with all due diligence.
- E) If due to any reason partial work order is to be issued then the same shall be issued with the approval of GMTD, BSNL Manipur BA, Imphal.
- F) The BSNL reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or the GMTD, BSNL Manipur BA, Imphal, if the contractor is not executing the work at the required place.
- G) The Contractor shall not be entitled to any compensation in addition to the contract price for the performance of any work not envisaged under the contract, unless prior to the performance of such work he has received from Engineer-in- Charge written authorization to perform such work.
- H) For extra work which is not covered within the scope of this contract, the Contractor will receive extra compensation on the basis of lump sum unit price as may be agreed upon in advance in writing between the Engineer-in-charge and the Contractor.
- I) In cases of such of the works, where an interpolation of the rates are possible, such rates shall be accepted by both the parties.
- J) If the altered, additional or substituted work includes any work for which rates are not specified in the contract for the work and cannot be derived from similar class of work in the contract, then such work shall be carried out at the rate determined by the Engineer-in-charge on the basis of prevailing market rates where the work was done & this rate shall be communicated in

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writing.

- K) If the rate for altered, additional or substituted work cannot be determined in the manner specified above, then the Contractor shall within seven days of the date of receipt of order to carry out the work, inform the Engineer-in-charge of the rate which in his intention to charge for such class of work supported by analysis of the rate or rates claimed, and the Engineer-in-charge shall determine rates on the basis of prevailing market price & pay the Contractor accordingly. However, the Engineer-in-charge by notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry out it in such manner, as he may consider advisable.
- L) Any extra quantity of work already awarded will not come within the scope of 'Extra work'

8. It is stressed that the contractor shall not resort to stoppage of work pending an agreement of rates for extra work.

**9. EXTENSION OF THE TIME LIMIT:**

**A. Application for Extension of the Time and Sanction of Extension of time (EOT):**

- a) There may be some hindrances, other than covered under force majeure, while execution of work and in such cases the contractor shall apply in writing for extension of time (EOT) with proper reasons / justification to the concerned Divisional Engineer within 3 days from the date of occurrence of such hindrance reason, on account of which he desires such extension. The Engineer-in-charge shall forward the request to the competent authority (an officer not below the rank of JAG level) within three days of receipt of request from the contractor.
- b) The competent authority is empowered to grant extension of time for completion of work on certain conditions. He shall exercise such powers, if the following conditions are satisfied.
- The application contains the ground(s), which hindered the contractor in execution of work.
  - The Engineer-in-charge is of the opinion that the grounds shown for extension of time are reasonable.
- c) The competent authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reasons for delay are not ascribable to the contractor.
- d) The competent authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the contractor, but such extension of time shall be with LD charges as per clause dealing with penalty for delays in execution of works. The extension of time with LD charges shall be issued under the signature of JAG level Telecom. Officer competent to grant the extension of time.
- e) The competent authority shall grant EOT with time period for completion of work expressly mentioned. The sanction of the competent Authority of EOT shall be issued under the signature of the Engineer in-charge.
- f) If the competent authority is of the opinion that the grounds shown by the contractors are not reasonable and sufficient and declines to grant the extension of time, the contractor cannot challenge the soundness of the opinion by reference to arbitration. The decision of the competent authority on period of extension of time or refusal for extension of time shall be final and binding on the contractor.

**B. Grant of Extension of Time without Applications:**

- a) There are, at times, practical difficulties like non-availability of materials, delay in providing permissions/right of way etc, reasons of which are ascribable to the BSNL. In such cases, the Engineer-in-charge with the approval of competent authority to sanction EOT, may issue extension of time suo motto without waiting for contractor to make an application for EOT. Entry of hindrances shall be made in the Hindrance Register. However the BSNL will not be liable to the contractor for any losses or damages, costs, charges, or expenses that the

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contractor may in any way sustain/suffer due to delay in making the above available.

- b) The contractor shall not be justified in abandoning the contract because the BSNL has delayed making payments in respect of other work being done for the BSNL by the contractor.

**10. WORK CONDITIONS**

- A) Adequate number of workers shall be employed by the contractor per each site to ensure timely completion of entrusted works and to avoid damage to the telecom materials at site and also to ensure required precautions during hoisting of all components for jobs.
- B) The Contractor(s) shall be intimated in the work order, the list of materials to be received for the Dismantling purpose from the Purchaser, and will be responsible for the safe transport, storage and custody of the same until the work is completed in all respects. No enclosed accommodation will be provided at the site for the storage of tools or for the Contractors' staff. The Contractor(s) shall, therefore, make his/their own temporary arrangements for any such accommodation at his/their own cost.
- C) All necessary tools and instruments required for Dismantling and Commissioning of BTS equipment and allied equipments and works, shall be arranged by the Contractor only and are not supplied by the BSNL.
- D) All the works related to Dismantling of BTS, Microwave systems and other equipments and hoisting of GSM Antenna Fixture, Feeder cable should be carried out strictly in accordance with the manufacturer's instructions. If at any time before the commencement or during the progress of the work, the method adopted or the appliances used appear to the Purchaser or any other officer authorized by the Purchaser to be inefficient or inappropriate for securing the quality of the work and/or the rate of progress of the work, the Purchaser or any other officer authorized by the Purchaser shall ask the contractor to rectify the same.
- E) The failure of instructions of the Purchaser or any other officer authorized by the Purchaser to bring any defects to the notice of the contractor(s) does not relieve the latter of his/their obligations to secure the quality of work and rate of progress required by the contract. Any loss to the contractor due to the stoppage of work for reasons given above has to borne by him/them and any damage to the work shall be made good to the Purchaser.
- F) The BTS Dismantling and Commissioning and allied works should be carried out as per the approved drawings.
- G) The Contractor(s) shall warn the Public about the danger of falling materials by providing display board and by other means also.
- H) The Contractor(s) shall not cause any injury or damage to the Public or private properties or persons while executing the work.
- i) The Contractor(s) should not tamper with or damage any structure in the camps or within the tower itself.
- j) The successful bidder shall ensure that any Dismantling carried out by them under this project should not become a safety hazard and is not in contravention of any statue, rule or regulation and public policy.

**11. AUDIT AND TECHNICAL EXAMINATION:**

- a) BSNL shall have the right to cause an audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor-shall be liable the refund the amount of over payment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in clause with the heading payment of bills (same chapter), or in any other manner legally permissible

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and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by BSNL to the contractor.

- b) Provided that BSNL shall be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment have been agreed upon between the Divisional Engineer or his subordinate officer on one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the GMTD Manipur or his subordinate officer.
- c) Any sum of money due and payable to the contractor (Including security deposit returnable to him) under this contract may be appropriate by the BSNL for the payment of a sum of money arising out or under any other contract made by the contractor with the BSNL.

**12. PAYMENT:**

**A) Submission of bills:**

- The bill is to be prepared & should be submitted work order wise on regular bases within one month from the date of completion of work. The bill shall be prepared at approved item rates.
  - The contractor shall prepare the bills in triplicate and submit the bills to S.D.E. in-charge of work. The bills shall be prepared accurately and as per measurements recorded in the measurement book and after acceptance and testing of all the items involved in the work.
  - Any liquidated damaged or penalties due shall also be recoverable from the bills submitted by the contractor.
  - The bill in r/o work orders issued in the last month/Quarter of tender validity period should be submitted within three month from the date of expiry of contract validity period
  - It will be the responsibility of SDE/SDO who is in charge of work, DE in charge and contractor to ensure that
    - The bills are submitted regularly as and when work of a work order is completed
    - No bills remain pending after three months from the date of expiry of tender validity period.
    - Concerned SDE/SDO who is in charge of work will accept only those bills which are completed in all respect
  - The S.D.E. in-charge of work shall scrutinize the bills and accord necessary certificates and submit to the Divisional Engineer, in-charge of work along with all required documents/certificates mentioned below.
  - The Divisional Engineer shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The Divisional Engineer shall retain the third copy & record it in the estimate file maintained in his office and send first and second copies with all documents to Works Section of Planning Cell for processing of bills and release of payment.
  - Payment will be made by the Account Officer (Cash), O/o GMTD, BSNL Manipur BA, Imphal on approval of the competent authority.
  - Statutory taxes (Income Tax etc.) applicable to contract shall also be deducted at the time of payment from each bill.
- B) In exceptional cases where work required for preferring a Running Bill cannot be completed within reasonable time due to non-availability of stores or any other reason and where the department is responsible for delay, the BA Head may permit payment of running bill (prepared without completing the work end-to-end for that unit of work) to the extent of 70% so that the contractor does not face resource crunch. Such payment shall be treated as an advance payment to the contractor like any other Running Bills.
- C) The contractor should submit all their bills within three months from the date of expiry of the

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contract so that the refund of Security deposit may be speeded up.

- D) Any tax eligible & levied by state/central govt. will be deducted from the bill.
- E) The GMTD, Manipur shall not be liable for payment of any interest on any bill outstanding for payment.

**13. PENALTY CLAUSE:-**

**A. Penalties for Delays in the contractor's performance:**

- a) The time allowed for completion of the work shall be strictly adhered by the contractor and shall be deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from Seventh day from issue of work order by the BSNL. 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 an amount equal to 1% of the amount (minimum one thousand per week)** of the incomplete work for every one week of delay, subject to a maximum of 10% of the cost of work awarded.
- b) In case, successful tenderer fails to carry out the work beyond the above stipulated time, the GMTD Manipur reserve the right to get the work done by other agencies and extra expenditure if any incurred will be recovered from the contractor's pending bills, S/D or any other payments that may be due or become due in future
- c) If the contractor has not started the work within 15 days after issue of work order, the GMTD Manipur reserve the right to cancel his contract & his Security deposit may be forfeited. The tenderer shall have no claim for compensation for any loss sustained by him due to such failure and the firm shall be blacklisted.
- d) On any date the penalty payable as above, reaches 10 (ten) percent, the contractor should proceed with the work further only on getting a written instructions from the AGM (Plg) that, he is allowed to proceed further with the work. It will be In the discretion of the AGM (Plg) to allow the contractor to continue with the work on the basis of any written agreement reached between the contractor and the AGM (Plg), one of the conditions of such agreement may be a stipulation for the contract or to agree for realization of penalty for delay at a higher rate as may be agreed between the AGM (Plg) and contractor.
- e) In case of slow progress of the work In a section which have been awarded to a particular contractor, and the public interest does not permit extension of time limit for completion of the work, the GMTD Manipur will have the full right to order that the scope of the contractor may be restricted to such fraction of the whole of the work and get the balance executed at the risk and cost of the contractor. The details are given in Rescission of the contract clause of the bid document. All such payments shall be recovered from the contractor's pending bills or security deposit.

**14. RESCISSION/TERMINATION OF CONTRACT:-**

**A. Circumstances for rescission of contract:** Under the following conditions the competent authority may rescind the contract:

- a) If the contractor commits breach of any item of terms and conditions of the contract.
- b) If the contractor suspends or abandons the execution of work and the engineer in-charge of the work comes to conclusion that work could not be completed by due date for completion or the contractor had already failed to complete the work by that date.
- c) If the contractor had been given by the officer-in-charge of work a notice in writing to rectify/replace any defective work and he/she fails to comply with the requirement within the specified period.
- d) If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed if circumstances shall arise which entitle the court or credit or to appoint a receiver or a manager or which entitle the court to make a winding up order.

**B. Upon rescission of the contract, the security deposit of the contractor shall be liable to be**

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forfeited and shall be absolutely at the disposal of the BSNL as under:

- a) Measurement of Works executed since the date of last measurement and up to the date of rescission of contract shall be taken in the presence of the contractor or his authorized representative who shall sign the same in the MB. If the contractor or his authorized representative do not turn up for joint measurement, the measurement shall be taken by the officer authorized for this purpose after expiry of due date given for joint measurement. The measurement taken by the officer so authorized shall be final and no further request for joint measurement shall be entertained.
- b) The unused material (Supplied by the BSNL) available at site shall be transported back by the BSNL to the Telecom Store at the risk and cost of the contractor. If any such material is found damaged/lost then the penalty shall also be recovered from the contractor as per conditions in Bid documents, *ibid*.
- c) The un-executed work shall be got executed through the qualified bidder from amongst the bidders, who participated in the bidding process, by giving the offers in their order of ranking (L-2, L-3) at their quoted rates. If the work was awarded on single Bid basis then the BSNL shall get the unexecuted work completed through any other contractor approved by BSNL Manipur at the approved rates of that particular section or to execute the work through BSNL employed labours, as is convenient or expedient to the BSNL at the risk and cost of the contractor. In such a event no compensation shall be payable by the BSNL to the contractor towards any inconvenience/or that he may be subjected to as a result or such an action by the BSNL, In this regard the decision of GMTD Manipur shall be final and binding. In all these cases, expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him shall be borne and paid by the original contractor and shall be deducted from any money due to him by the BSNL under the contract or any other account whatsoever anywhere in the BSNL or from a security deposit.
- d) The certificate of the Divisional Engineer in-charge of work as to the value of work done shall be final and conclusive against the contractor, provided always that action shall only be taken after giving notice in writing to the contractor.
- e) In the event of any one or more of the above courses being adopted by the Engineer-in-charge, Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into, any engagements or made any advances on account or with a view to the execution of work or performance of contract. And in case action is taken under any of the provisions afore said, the Contractor shall not be entitled to recover or be paid any sum for any work there to or actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

**C. Termination for Insolvency:**

The BSNL may at any time terminate the Contract by giving written notice to the Contractor, without compensation to contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the BSNL.

**D. Optional Termination by BSNL (Other than due default of the contractor):**

- a) The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or whole of material, machinery and other equipment for use in or in respect of the work.

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- b) In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and handover possession of the work/operations concerned to the BSNL or as the BSNL may direct.
- c) The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such item without any compensation what so cover to the contractor.
- d) The action of the Divisional Engineer as per the above sub-clauses shall not be construed as Breach of the contract.

**E. Issuance of Notice**

- a) The AGM (Plg) shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or show progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Divisional Engineer in-charge shall submit a draft of final notice along with a detailed report to the competent authority, which had accepted the contract.
- b) The final notice for rescission of contract to the contractor shall expressly state the precise date and time from which the rescission would become effective. The following safeguards shall be taken while issuing the final notice:
  - ┆ During the periods of service of notice and its effectiveness, the contractor should not be allowed to remove from the site any material/equipment belonging to the BSNL.
  - ┆ The contractor shall give in writing the tools and plants he would like to take away/remove from the site. Such of the materials as belong to him and which may not be required for future execution of balance work may be allowed by the Divisional Engineer in-charge of work to be removed with proper records.
  - ┆ No new construction beneficial to the contractor shall be allowed.
  - ┆ Adequate BSNL security arrangement in replacement of the contractor watch and ward shall be made forthwith. Expenses on this account are recoverable from the security depositor any amount due to the contractor.
- c) Any notice order or other communication sought to be served on the Contractor with reference to the contract shall without prejudice to any other mode of service, be deemed to have been served if delivered by hand or sent by registered post to the office of Contractor at site or to the Contractor's head-office, while any notice or order or communications by the contractor to be served on Divisional Engineer with reference to the contracts shall be valid if same is served/delivered by hand or through registered post to the office of Divisional Engineer at his head quarters.

**15. INDEMNITIES:**

- a) The contractor shall at all times hold the BSNL harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions, brought or procured against the BSNL, its officers and employees and forth with upon demand and without protector demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and diet) and all costs incurred in endorsing this or any other indemnity of security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceedings. Charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the BSNL or pay to the BSNL forth with on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the

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contractor.

- b) The contractor shall at his own cost at the BSNL's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.

**16. FORCE MAJEURE:**

- a) If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such 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 and work under the contract shall be resumed as soon as practicable after such event a may come to an end or cease to exist, and the decision of the BSNL as to whether the work have seen so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.
- b) Provided also that if the contract is terminated under this clause, the BSNL shall be at liberty to take over from the contractor at a price to be fixed by the BSNL, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as the BSNL may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the BSNL elect to retain.

**17. ARBITRATION:**

- A. Intheeventofanyquestion,disputeordifferencearisingunderthisagreementorin connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, NE-2 , Dimapur or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Chief General Manager NE-2, Dimapur or by whatever designation such officers may be called (herein after referred to as the said officer) and if the Chief General Manager NE-2, Dimapur or the said officer is unable or unwilling to act as such to the sole arbitrator or some other person appointed by the Chief General Manager, or the said officer, The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is BSNL Servant or that he has to deal with matter to which the agreement relates or that in the course of his duties as BSNL Servant he has expressed views on all or any of the matter under dispute.
- B. The award of the arbitrator shall be final and binding the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred of vacating his office or being unable to act for any reasons whatsoever such Chief General Manager or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- C. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification there off or the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- D. The venue of the arbitration proceeding shall be the Office of the CGM, NE-2, Dimapur or such other Places as the arbitrator may decide. The following procedure shall be followed:

Signature of the Bidder with seal

- i. In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
  - ii. There should not be a joint submission with the contractor to the sole Arbitrator.
  - iii. Each party should submit its own claim severally and may oppose the claim put forward by the other party.
  - iv. The onus of establishing his claims will be left to the contractor.
  - v. Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
  - vi. The "points of defense" will be based on actual conditions of the contract.
  - vii. The Arbitrator shall not entertain claims in the nature of ex-gratia payments, as these are not contractual.
  - viii. The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defense".
  - ix. If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.
- The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

**Amendment: Itr.no.3-2/2004-CPT/Pt.1 dt.16.11.2006 (Court Jurisdiction)**

Any dispute arising out of tender/bid document/evaluation of bids/issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/tender has been issued.

Where a contractor has not agreed to arbitration, the disputes/claims arising out of the Contract/PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

**"This Contract/PO is subject to jurisdiction of Court at Manipur only."**

**18. SET OFF:**

Any sum of money due and payable to the contractor (including security deposit refundable to him) under the contract may be appropriated by the BSNL or the govt. or any other person or persons contracting through the "Govt. of India and set off the same against any claim of the BSNL or Govt. or such other person or persons of payment of a sum of money arising out of this contract made by the Contractor with BSNL or Govt. or such other person or persons contraction through govt. of India.

**EPF Act, 1952**

- A. The contractor should be registered EPF, 1952 possessing a valid EPF Code.
- B. The contractor shall abide by provisions of EPF Act, 1952
- C. The each claim of contractor must accompany the:
  - (i) List showing the details of labours/employees engaged
  - (ii) Duration of their engagement
  - (iii) The amount of wages paid to such labours / employees for the duration in question.
  - (iv) Amount of EPF contributions (both employee's & employee's contribution) for the duration engagement in question, paid to the EPF authorities.
  - (v) Copies of authenticated documents of payments of such contribution to EPF authorities.
  - (vi) A declaration from the contractors regarding compliance of the conditions of EPF Act, 1952.

SECTION-VIII  
SPECIAL CONDITIONS OF CONTRACT

1. GENERAL:

- 1.0 The work shall be accepted only after Acceptance Testing carried out by DOT / BSNL team, designated by the BSNL, as per prescribed schedule and work/material passing the test successfully.
- 1.1 The BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL.
- 1.2 The BSNL reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
- 1.3 The BSNL reserves the right to counter offers price(s) against price(s) quoted by any bidder.
- 1.4 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clause of the bid documents.
- 1.5 Tender will be evaluated as a single package of all the items given in the price schedule.
- 1.6 All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of by the Divisional Engineer or Site Engineer in-charge or work site who shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.
- 1.7 If the contractor shall desire an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or on any other ground he shall apply in writing to the GMTD, BSNL Manipur BA, Imphal within 3 days of the date of hindrance on account of which he desired such extension as aforesaid. In this regard decision of the GMTD, BSNL Manipur BA, Imphal shall be final.
- 1.8 If at any time after the commencement of the work, the BSNL may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then the BSNL shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.
- 1.9 Whenever any claims against contractor for the payment of a sum of money arises out of or under the contract, the BSNL shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any BSNL promissory notes etc, forming the whole or part of such security or running/Final bill pending against any contract with the BSNL. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time there after may become due to the contractor under this or any other contract with BSNL, should this same be not sufficient to cover the full amount recoverable the contractor shall pay to BSNL on demand the balance remaining due.
- 1.10 No official of Gazette rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering BSNL or any other department of BSNL is allowed to work as a contractor for a period of two years after his retirement from BSNL service without the previous permission of BSNL. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who hadn't obtained the permission of BSNL as aforesaid before submission of the engagement in the contractor's service as the case maybe.
- 1.11 In the event of the contractor being, adjusted in solvent or going voluntarily into liquidation or having received order or other order under insolvency act made against him

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or in the case of company, of the passing of any resolution or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified, the GMTD, BSNL Manipur BA, Imphal, shall have the power to terminate the contract without any notice.

1.12 Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the GMTD, BSNL Manipur BA, Imphal on behalf of the president can terminate the contract without compensation to the contractor. However the GMTD, BSNL Manipur BA, Imphal, at his discretion may permit contractor's heirs to perform the duties or engagement of the contractor under the contract, in case of his death. In this regard the decision of the GMTD, Manipur BA shall be the final.

1.13 In the event of the contractor, winding up his company on account of transfer or merger of his company with any other, the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under.

1.14 Interpretation of the contract document:

1.14.1 The representative of the GMTD, BSNL Manipur BA, Imphal and the contractor shall in so far as possible by mutual consultation, try to decide upon the meaning and intent of the contract document. In-case of disagreement the matter shall be referred to the GMTD, Manipur BA whose decision shall be final. Any change in the contract documents shall be set forth in writing by the representative of the parties hereto. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.

#### **1.15 Notification**

1.15.1 The contractor shall give in writing to the proper person or authority with a copy to the Divisional Engineer such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and / or completion of the contract work. All notice shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the contractor shall keep all proper or authorities involved and advised of the progress of operations throughout the performance of the work and/or with such other information and/ or supporting figure and data as may from time to time as directed or required.

#### **1.16 Shut down on account of weather conditions:**

1.16.1 The contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by the Government or demand advisable on account of bad weather conditions or other force majored conditions.

## **2. EASEMENTS, PERMITS, LICENCES AND OTHER FACILITIES:**

2.1 The contractor shall obtain / provide at his own cost all easements, permits and license necessary to do its work except for the following which shall be provided by the representative of the GMTD, BSNL Manipur BA, Imphal,

A. "Right of User" easements and permits

B. Railway and Highway crossing permits including bridge

C. Canal / Stream crossing permits. The contractor shall be fully responsible for angling and obtaining all necessary easements, permits and license, for moving all construction equipment, tools supplied materials and men across Railway and highways, across public or private road as well as premises of any public utility within the right of user and for

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bearing all costs that may be incurred in respect of the same.

- 2.2 The contractor is to confine his operation to the provided construction "Right of user" unless it has made other arrangements shall be entirely at the responsibility of the contractor as to cost and arrangements as also breach and claim and shall be entitled with a copy to the GMTD, BSNL Manipur BA, Imphal.
- 2.3 If the BSNL is not able to provide above mentioned permits etc, in time then the extension of time limit should be provided as per EOT clause given in tender document.

### **3 QUALITY OF WORK**

The BSNL shall be the final judge of the quality of the work and the satisfaction of the BSNL in respect of set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the BSNL and / or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification there in. The representative of The GMTD, Manipur BA has the right to prohibit the use of men and any tools, materials and equipments which in his opinion do not products work or performance meet the requirement of the contract documents.

### **4 TAXES AND DUTIES:**

- 4.2 Contractor shall pay all rates, levies, fees, royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the contract or any of the obligation of the parties in terms of the contractor documents and / or in respect of the works or operations or any part thereof to be performed by the contractor and the contractor shall indemnify and keep indemnified the BSNL from and against the same or any default by the contractor in the payment thereof.
- 4.3 The contractor has to deposit Service Tax as received from BSNL from time to time concerned authorities in due course & shall submit a copy of paid challan with subsequent for verification.

### **5 LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION**

#### **5.1 Obtaining License before commencement of work:**

The contractor shall obtain valid labor license under the Contract labor (R&A Act 1970 and the Contract Labour Regulation and Abolition) Central Rules 1971, before commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labor (Prohibition and Regulation) Act 1986. Any failure to fulfill the requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

### **1 LABOUR CONDITIONS**

- 1.1 Successful bidder should have registered themselves with Assistant Labour Commissioner (central) as per contract labour (regulation and abolition) Act (Central) 1972 and Contract Labour Rules (Central) 1971 as applicable and submit the copy of the license along with the bid.
- 1.2 The Contractor(s) should keep the list of workers being engaged on the work with their full postal address and specimen signatures. Every day, attendance should be taken by the contractor/ In-charge of the work and no unauthorized persons should be allowed to attend the work either on the tower or near the tower.
- 1.3 The Contractor(s) should take all necessary precautions for the safety of the persons and other properties. The workers should be insured under Public Insurance for any

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type of compensation in case of any injury to any person.

- 1.4 The contractor Will be assigned work anywhere under the jurisdiction of Manipur BA, NE-II and should be able to deploy sufficient man power to any place in the state for carrying out the works.
- 1.5 Provision for shelter and other necessary amenities for the labour engaged by the contract or during the course of dismantling works should be done by the contractor only at his own cost. The engineer-in-charge designated by the Purchaser may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors employ upon the work who may be incompetent or exhibit misconduct and the contractor shall forthwith comply with such requirements.
- 1.6 Engaging child labour is strictly prohibited.

## 2 *INSURANCE*

Without limiting any of his/their obligations or liabilities, the Contractor(s) shall, at his/their own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, and materials etc., brought to the site and for all the workers during the execution of work. The Contractor(s) shall also take out workmen's compensation insurance as required by Law and undertake to indemnify and keep indemnified BSNL from and against all manner of claims, demands, losses, damages, costs (including the cost between attorney and client) and charges and expenses that may arise in regard to the same or that the Government any suffer or incur with respect to and/or incidental to the same. The Contractor(s) shall have to furnish originals and/or attested copies when called upon by the Purchaser or its nominee of all the insurance policies taken as afore said, within 15 days of being called upon to do so together with all premium receipts and other papers related thereto which the Purchaser may require. In no case, the work should be commenced without taking the necessary insurance policies as aforesaid.

## 3. *FAIR WAGESCLAUSE*

- 3.1 The Contractor(s) shall pay wages not less than the fair wage to the labourers engaged by him/them for the work.

Explanation:

- (a) 'Fair Wage' means, wage whether for time or place of work fixed by Law or otherwise notified at the time of inviting tenders for the work and with such wages prescribed by the CPWD for the District in which the work is done.
  - (b) The Contractor(s) shall, notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged for the work, including any labour engaged by his sub-contractor(s) if any, in connection with the said work, as if the labourers had been immediately engaged by him/them. Vis-à-vis the Union Government of India, the Contractor(s) shall be deemed to be part of this Contract and any breach thereof shall be breach of this contract/agreement.
  - (c) All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of BSNL without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 3.2 In case of a tender by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor(s) to the Purchaser.
  - 3.3 The successful bidder shall have to execute a Bond indemnifying the BSNL formal

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statutory / legal liabilities towards all the personnel either employed itself or in the rolls of its sub-vendors, who have been deployed for execution of various works against this project, that may arise due to various labour and other laws as specified by central/state from time to time as per the format shown in the Section XIII. Further the engagement and employment of any personnel and payment of wages to them as per the existing provisions of various labour laws and regulations is the sole responsibility of the bidder and any breach of such laws and regulations is the sole responsibility of the bidder and any breach of such laws or regulation shall be deemed to be breach of this contract.

#### **8. COMPLIANCE WITH LAWS AND REGULATION:**

8.1 During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Government agency or BSNL, municipal board, Government of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law, By-laws, Rules, Regulations, orders and/or provisions. The contractor shall assume full responsibility for the payment of all contributions and payroll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or sub-contractor to sham any portion of the work to be performed hereunder may be assigned, sub leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the Government harmless and indemnified from and against any / all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws Rules, Regulations, Laws and other and provisions as afore said.

#### **9. TOOLS and PLANTS**

The contractor shall provide at his own cost all tools, plants appliances implements, measures instruments etc. required for proper execution of works. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, counting, weighing and assisting the measurements for examination at any time and from time to time. The contractor shall be responsible to make all arrangements, at his own cost for dewatering of trenches/ducts and de-gasification of the ducts before carrying out the work. The contractor shall also be responsible to make arrangements, at his own cost, for water required for carrying of works at sites including curing of CC/RCC works. If the contractor fails to do so, the Engineer in-charge may provide doing the same at the expense of the contractor and the expenses shall be deducted from any money due to the contractor under this contract or otherwise.



**SECTION – IX**  
**AGREEMENT**

1. The successful tenderer shall have to execute the following agreement

The agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year) between M/S \_\_\_\_\_ herein after called “The contractor” (Which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the AGM (Planning) on behalf of the GMTD Manipur of BSNL (A Govt. of India Enterprises) herein after referred to as the BSNL, of other part.

Whereas the contractor has offered to enter into contract with the said BSNL for the execution of work of trenching & pipe laying and other associated works in the jurisdiction of GMTD, BSNL Imphal on the terms and conditions herein contained and the rates approved by the BSNL (copy of Rates annexed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits

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

The contractor shall, during the period of this contract that is to say from ..... to ..... or completion of work for Rs..... (In words) \_\_ \_\_ whichever is earlier or until this contract shall be determined by such notice as is herein after mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all dismantling, recovery and other associated works as described in tender documents (annexed to the agreement), when the BSNL or General Manager (BSNL) or any other persons authorised by GMTD, Manipur in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.

2. The NIT (notice inviting tender), Bid documents, letter of intent, approved rates, annexed here to and such other additional particulars instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.

3. The contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.

4. The contractor hereby declares that nobody connected with or in the employment

Signature of the Bidder with seal

of the DOT/BSNL is not/shall not ever be admitted as partner in the contract.

5. The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.
6. This Contract is subject to jurisdiction of Court at Manipur.

In witness where of the parties presents here in to set their respective hands and seals the day and year in.....

Above written:

Signed sealed & Delivered by the above named  
contractor in the presence of witness:

- 1.
- 2.

Signed & Delivered on behalf of the BSNL by  
the AGM (Plg), O/o GMTD, BSNL Manipur  
BA, Imphal.

**SECTION-X**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

Tender No: GMT/IMP/Plg/OFC construction works for SGP Xge shifting /MNP BA/2021-22/5      Dated: 30-Dec-21

**Subject:** Authorization for attending bid opening on 18-Jan-22.

In the Tender of “OF cable construction works for Sangaiprou Xge shifting”. 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 Signatures
---------------------	------	---------------------

I

II.

Alternate

Representative

Signatures of Bidder

Or Officer authorized to sign the bid

Documents on behalf of the bidder

No.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 recovered.

Signature of the Bidder with seal

## SECTION XI

### DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER:

**Tender No: - GMT/IMP/Plg/OFC construction works for SGP Xge shifting /MNP BA/2021-22/5 Dated 30-Dec-21**

The following documents shall be submitted by the bidder along with the tender.

Sl. No.	Tender Document and its Annexure/certificate Items.	Say "Yes" or No"
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, ESI and Service Tax Registration Certificate enclosed(if applicable) and proof for payment of EPF/ESI, etc;	
6	Letter of authorization for Bid opening	
7	Work Experience certificate for more than one year after 01-10-2000	
8	Solvency certificate from the Banker(Scheduled Bank) of the Tenderer for Rs.2 lakhs or a certificate of reference as detailed in the document, not older than the date of issuance of NIT and issued for this work	
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	E-Payment Mandate form duly filled and signed by the bidder and signed by the banking Authority.	
12	Declaration of Non Blacklist form duly filled and signed by the bidder.	
13	Whether BID form is enclosed	
14	If Partnership concern / Company- whether enclosed attested copy of registered partnership deed / Memorandum of Association , Articles of Association, if any	
15	Attested copy of "Power of Attorney" in case person other than the tenderer has signed the tender documents duly scanned and uploaded	
16	GST Registration Certificate	

**Note: Financial BID (Rate Schedule is to be submitted in a separate envelope)**

Date:

Signature of the Bidder with seal

**SECTION-XII**  
**SCHEDULE OF RATES**

Sl. No.	Services	Item No.	Rate Per Unit	Unit	Quantity	Amount
<b>1.</b>	<b>OFC Construction works SGP Xge shifting</b>					
	i) trenching( 90 cm)	995424	750.00	M	3.000	2,250.00
	ii) OFC splicing 4F/6F/12F/24F/48F/96F	995428	100.00	PJT	48.000	4,800.00
	iii) OFC splicing 4F/6F/12F/24F/48F/96F	995428	2,000.00	PJT	1.000	2,000.00
	iv) Other installation services n.e.c.	995468	3,325.00	EA	1.000	3,325.00
	v) Constrcn of brick chamber for OFC joints	995428	2,717.00	PJC	1.000	2,717.00
	vi) Documentation	998595	400.00	NOS	3.000	1,200.00
	vii) Erection of post for Cable/Aerial OFC	995424	20.00	NOS	1,100.000	22,000.00
	viii) Constrcn of brick chamber for OFC joints	995428	200.00	PJC	31.000	6,200.00
	ix) Providing RCC protection for trenches	995428	500.00	M2	31.000	15,500.00
	x) Supply of G.I material	995424	400.00	KG	248.000	99,200.00
	xi) TRANSPORTATIO N SERVICES	996412	2,500.00	MON	1.000	2,500.00
<b>2.</b>	<b>OFC system shifting</b>					
	i) Other installation services n.e.c.	995468	10,000.00	EA	1.000	10,000.00
	ii) Other installation services n.e.c.	995468	10,000.00	EA	1.000	10,000.00
<b>Total:</b>						<b>181,692.00</b>

Signature of the Bidder with seal

**SECTION-XIII**  
**(FINANCIAL BID FORM)**

**Tender No: - GMT/IMP/Plg/OFC construction works for SGP Xge shifting /MNP BA/2021-22/5 Dated 30-Dec-21**

To  
The General Manager,  
BSNL Manipur BA  
Imphal -795001

Subject: - Submission of Financial Bid for the **OF cable construction works for Sangaiprou Xge shifting**

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specification of work etc., I/ we the undersigned offer to execute the above noted work as per terms & conditions of contract at the rates quoted as under:

BELOW

In figures.....%

In words.....percent

OR

AT PAR

In figures.....%

In words.....percent

OR

ABOVE

In figures.....%

In words.....percent

(Price quoted by the bidder shall be exclusive of all applicable taxes and cess)

Signature of Tenderer with date  
Name:

Signature of the Bidder with seal

Section XIV

Annexure-III

(Format of undertaking/declaration to be given by the existing/past vendors of BSNL NE-2 Circle towards EMD/BID Security Adjustment from pending bills)

To

General Manager, MNP BA,  
Imphal

Ref: NIT No. **GMT/IMP/Plg/OFC construction works for SGP Xge shifting /MNP BA/2021-22/5 Dated 30-Dec-21**

Name of work: **OF cable construction works for Sangaiprou Xge shifting.**

SUB: DECLARATION-CUM-UNDERTAKING FOR EMD/BID SECURITY.

Sir,

I am submitting the following undertaking/declaration towards EMD/Bid Security adjustment from my pending bills at your end.

DECLARATION-CUM-UNDERTAKING FOR EMD/BID SECURITY

1) I/We

.....  
.....  
.....

do hereby submitting an unqualified and unconditional declaration cum undertaking that, I am a contractor of BSNL, MNP BA NE-2 Circle, (Vendor Code.....)

from

..... to ..... of BA .....

.....  
.....

2) That, I have not received payment from BSNL NE-2 Circle amounting Rs..... (Rupees.....) against the submitted bills for different works carried out for BSNL and bills were duly passed for payment and the payment in all respect is overdue for over 90 days as on the date of publication of NIT. (Supporting documents duly attested/certified by the concerned Accounts Officer (BSNL) of the BA/SSA are to be enclosed.)

3) That, I request you to consider an amount of Rs..... (Rupees

.....) equivalent to EMD/BID security of NIT No.

..... which may be retained out of the outstanding towards EMD/BID security without any interest or other liability on BSNL for the same tenure(180 days) and terms and conditions of EMD/BID security for NIT No.....

4) That, if I will be successful in the tender, I will submit Performance Security Guarantee Bond as per tender norms. If I will not submit Performance Security Guarantee Bond, my EMD/BID security amount will be forfeited by BSNL and I will not claim it in future.

Signature of the bidder with

sealName of the Bidder

Signature of the Bidder with seal