



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

TELEPHONE BHAVAN, IMPHAL  
**MANIPUR BA**

**E-TENDER DOCUMENT**  
**FOR**  
**UG JF cable laying works for Sangaiprou Xge shifting**

TENDER ENQUIRY NO:  
GMT/IMP/Plg/UG JF cable laying works for SGP Xge shifting /MNP BA/2021-22/5  
Dated 04-Feb-22

**DUE DATE OF OPENING: 13:00HRs of 08-Mar-22**

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

**(Visit us at [http://ne2.bsnl.co.in/tender\\_general.html](http://ne2.bsnl.co.in/tender_general.html))**

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



**SECTION-1**  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)  
O/o General Manager, BSNL Manipur BA,  
Imphal-795001

From: Assistant General Manager (Plg)  
O/o General Manager, BSNL,  
Manipur BA, Pin 795001

To

**Sub: - e-Tender documents for UG JF cable laying works for Sangairou Xge shifting**  
Tender No.: GMT/IMP/Plg/UG JF cable laying works for SGP Xge shifting /MNP BA/2021-22/5 Dated 04-Feb-22

Please find enclosed the tender document in respect of above mentioned tender which contains the following.

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If interested, kindly submit your bid offers online on or before date & time specified in Clause 6 of detailed NIT.

Assistant General Manager (Plg)  
Phone: 9436022142

## SECTION I



### BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)  
OFFICE OF THE GENERAL MANAGER TELECOM,  
IMPHAL, MANIPUR

NIT No. GMT/IMP/Plg/UG JF cable laying works for SGP Xge shifting /MNP BA/2021-22/5 Dated 04-Feb-22

#### DETAILED NOTICE INVITING TENDER

Online E-Tenders are invited by for and on behalf of General Manager, BSNL, Imphal from registered contractors for the work of UG JF cable laying works for Sangaiprou Xge shifting

#### Details of the Tender

NIT No.	GMT/IMP/Plg/UG JF cable laying works for SGP Xge shifting /MNP BA/2021-22/5 dated 04-Feb-22
Name of work	UG JF cable laying works for Sangaiprou Xge shifting
Estimated Cost put to Tender	Rs. 250000/- (Rupees Rupees Two Lakh Fifty Thousand Only Only)
Cost of BID document (non refundable)	Rs 590/- (Rupees Rupees Five Hundred Ninety OnlyOnly)
Earnest Money Deposit	Rs.5000/- (Rupees Rupees Five Thousand OnlyOnly)
Period of completion of work	days
Sale of tender documents	<b>From 11:00 Hrs of 08-Feb-22to 11:00 Hrs of 08-Mar-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 08-Mar-22</b>
Time & Date of Opening of Technical Bid documents of intending bidders	<b>13:00HRs of 08-Mar-22</b> Venue: Office chamber of Office chamber of AGM(Plg), O/o GMTD, BSNL, Imphal, O/o GMTD, BSNL, Imphal
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.

Note 1: The quantity stated above are estimated and BSNL reserves the right to vary the quantity to the extent of -25 % to +25 % of specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

1.1 General Manager, BSNL, Manipur reserves the right to award the work to a bidder at lowest L1 rate.

**2. Purchase of Tender Document:** Tender document can be obtained by downloading it from the website [ne2.bsnl.co.in](http://ne2.bsnl.co.in) and <http://http://http://www.tenderwizard.com/BSNLKOL>.

2.1 The bidders downloading the tender document are required to submit the tender fee amount of Rs. 590/- (including GST) through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. The DD/ banker's

cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of Accounts Officer (Cash), BSNL, Manipur BA and payable at Imphal.

**3. Availability of Tender Document:**

3.1 Clause 2 Above.

3.2 Physical copy of the tender document will not be available for sale.

Note 2: The Tender document will not be available for download on its submission / closing date.

**4. Eligibility Criteria:** - The bidder should have experience of minimum 2 years in laying U/G cables/OFC in DOT/BSNL/MTNL 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.

4.1 The bidders shall submit necessary documents showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self-attested by the bidder.

5. Place of opening of Tender bids: The e-tenders shall be opened through 'Public Online Tender Opening Event (POTOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

6. Tender bids received after due time & date will not be accepted.

7. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.

8. General Manager, BSNL, Imphal reserves the right to accept or reject any or all tender bids without assigning any reason. General Manager, BSNL, Imphal is not bound to accept the lowest tender.

9. The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

10. 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.

11. Period of Contract: The Contract shall remain valid and operative for a period of one year from the date of award of contract i.e. APO. If so deemed essential by BSNL, the contract shall be extended under the same terms and conditions for a period of three months at a time subject to a maximum of one year.

12. 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- 3) 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).

- Note 4: All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.
- Note 5: All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

Assistant General Manager (Plg)  
O/o General Manager, BSNL  
TELEPHONE BHAVAN, Imphal -795001

## SECTION- 2 Tender Information

### **1. Type of tender:** e-tender.

The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially completed bidders only shall be opened.

### **2. Bid Validity Period / Validity of bid Offer:** 1½ years from the tender opening date.

### **3. Offline submission of Bids**

3.1 The bidder shall prepare a complete set of the bid and submit on or before the date & time of submission of bids at the Office of ASSISTANT GENERAL MANAGER (Plg), O/o GMTD, BSNL Imphal, superscribed “Tender for UG JF cable laying works for Sangaiprou Xge shifting.” “Do Not Open Before 13:00HRshrs on 08-Mar-22”. The full name and addresses of the Tenderer shall be written on the bottom left hand side corner of the sealed cover.

### **3.2 Bid form should be submitted in two envelopes placed inside a main envelope as mentioned above. These envelopes should contain the following:**

I. First envelope: Bid security (EMD) as per DNIT and cost of Tender Document as per clause 2.1 of DNIT.

II. Second envelope: Techno-commercial bid containing duly signed tender document.

### **3.3 Techno-commercial envelope shall contain:-**

I. Tender documents duly signed at the end of each page for having read it & accepted it.

1.1 Documents showing fulfillment of the eligibility criteria stated in Clause 4 of Section 1 Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A.

IV. Section 6A & 6B duly filled and signed

a. Section 7C, 7D & 7F duly filled and signed

VI. Section 8 duly filled and signed

VII. Section 9 Part A duly filled and signed.

VIII. Documents stated in clause 10 of Section-4 Part A.

IX. Copy of PAN card

X. Copy of License from the Central Labour Commissioner if the number of workers under him is 20 or more after awarding the work.

XI. Copy of the registration of the firm if applicable.

XII. Copy of partnership deed in cases of partnership firm.

XIII. Copy of GST Registration.

XIV. Copy of EPF/ESI Registration if applicable.

XV. List of qualified experienced personnel, who are working for the tenderer, who will be deployed for the work.

XVI. Copy of Experience certificate (Minimum two years).

3.4 On all these envelopes the name of the firm, whether “Bid Security”(EMD) OR “Techno-Commercial bid” must be clearly mentioned and should be properly sealed (with sealing wax/Packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing wax/Packing PVC tape).

3.5 The sealed Offline submissions of bids should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person to Assistant General Manager (Plg), O/o General Manager, BSNL Telephone Bhavan, Imphal 795001. The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.

3.6 Offline submissions of bids delivered in person on the day of tender opening shall be delivered upto specified time & date as stated in Section 1 to Assistant General Manager (Plg), O/o General Manager, BSNL Telephone Bhavan, Imphal 795001. The purchaser shall not be responsible if the bids are delivered elsewhere.

- 3.7 The inner and outer envelopes shall indicate the name and complete postal Address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late' or 'rejected'.
- 3.8 The tenders which are not submitted in above mentioned manner shall be summarily rejected.
- 3.9 **The financial bids received only through e-tender will be accepted and evaluated.**

**SECTION- 3 Part A**  
**SCOPE OF WORK**

- 1. General:** UG JF Cable laying work for shifting of Sangaiprou Xge in BSNL Manipur BA.
- 2. Scope of Work:** The tendered work involves laying of UG JF Cables works for shifting of Sangaiprou Exchange to a new location.
- 3. The availability of stores:**
  - 3.1 The contractor should take possession of all the stores from the concerned officer in charge of the work and he should keep an updated account of all the stores received/utilized for the work and the balance with him. Contractor shall be responsible to return all the unused/recovered stores to the store dump of BSNL, before submission of the bill for the respective work, failing which, the cost of such items that are not returned shall be deducted from the bill/security deposit at the discretion of the General Manager, BSNL, Imphal.
  - 3.2 The contractors shall transport (including loading and unloading) all stores issued to him or supplied by him to the site of work.
  - 3.3 The rates quoted for laying works should be inclusive of the charges for handling and transportation back to the BA store at Imphal.
  - 3.4 The responsibility of getting the stores to the work place and returning unused/recovered stores back to store lies with the contractor. Any loss or damage to BSNL as a result of non-observance of Government rules and regulations during the execution of the contract should be compensated by the contractor within the stipulated time.
  - 3.5 If the contractor is responsible for the delay in execution of the work, he will be charged 5% of total amount of work/ per week.
  - 3.6 The contractor shall provide at his own cost all tools, plants, appliances, implements etc. required for proper execution of work.
- 4.** The bidder shall not assign or sublet in full or any part of the contract.



**SECTION- 3 Part B**  
**TECHNICAL SPECIFICATIONS/ Requirements**

A. **General:** UG JF cable laying works for shifting of Sangaiprou Xge.

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

- a. The work involves Horizontal Directional Drilling (HDD) for laying U/G PLB/HDPE pipes in to a standard depth of 1m (110diameter) as specified in laying of UG cable by HDD method will be required..
- b. The work involves loading and unloading of cable from stores to the site.
- c. The work involves cable jointing
  - i. Jointing works means Digging of pit and back filling, jointing of cable pair, jointing each conductor using discrete connector/modular connector/twisting as per instruction of the supervising Officer, closing of joint using Thermo Shrink Kits and refilling of the joint pit, testing the cable pairs for different sizes of cables.
  - ii. The contractor himself has to manage tools & staff required for jointing work including such materials as tools, kerosene oil, blow lamp, rags etc. However BSNL will supply only jointing materials TSF/RTSF/TWF joint kits, connectors and DP/GI pipes/cabinet/pillar if work allotted for erection of DP/Cabinet etc.
  - iii. The contractor will get all the pairs verified after making the joints & obtain a certificate from SDO regarding joint of all cable pairs & connecting of joints.
  - iv. (d) Closing of joints will be done by the contractor under supervision of BSNL staff or officer authorized in the work order.
  - v. (e) The warranty period of joints is six month from the date of jointing, if the joint fails for any reason without any external agency, four times of the cost of jointing including cost of joint kit, connector etc. will be recovered from the contractor.
- d. For erection, termination and painting of DP, the work means erection, termination and painting of DP including fitting of DP on the top of 25/50 mm GI pipe and clamping the GI pipe, fitting a bracket on the pole, and termination of cable on both the ends complete in all respects (distribution cable end and DP end) and painting and sign writing of BSNL Logo in DP. All the materials (Except concrete work, DPs, GI Pipe) will be supplied By BSNL.

**SECTION-3 Part C**  
**SCHEDULE OF RATES**

Sl. No.	Services	Item No.	Rate Per Unit	Unit	Quantity	Amount
1.	<b>Labour &amp; HDD charges for SGP Xge shifting</b>					
	i) loading of cable from store	996511	1,000.00	NOS	1.000	1,000.00
	ii) 3 MT Truck load Up to 50 Km.(Local)	996511	2,000.00	KM	1.000	2,000.00
	iii) Unloading of cable at site	996511	1,000.00	NOS	1.000	1,000.00
	iv) Cost of HDD	995424	420.00	M	550.000	231,000.00
	v) Pillar dismantling, transport & install	995424	10,000.00	NOS	1.000	10,000.00
	vi) Cable Jointing	995424	750.00	NOS	4.000	3,000.00
	vii) Errect, Termination, Painting of Ext10P DP	995424	2,000.00	NOS	1.000	2,000.00
<b>Total:</b>						<b>250,000.00</b>

\*The quantities mentioned above are indicative only, the actual quantities may be increase/decrease depending upon the field requirement and accordingly amount may be varied

## SECTION-4 Part A

### GENERAL INSTRUCTIONS TO BIDDERS (GIB)

#### DEFINITIONS

"The Purchaser" means the Bharat Sanchar Nigam Ltd. (BSNL), Imphal

"The Bidder" means the individual or firm who participates in this tender and submits its bid.

"The Contractor" or "The Vendor" means the individual or firm supplying the goods/Service under the contract.

"The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.

"The Advance Purchase Order" or "Letter of Intent" means the intention of Purchaser to place the Purchase Order on the bidder.

"The Purchase Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.

"The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

"Validation" is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.

"Telecom Service Provider" means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.

"Successful Bidder(s)" means the bidder(s) to whom work in this tender is awarded.

#### **2. ELIGIBILITY CONDITIONS:**

2.1 Kindly refer to clause 4 of Section – 1 i.e. Detailed NIT.

#### **3. COST OF BIDDING**

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

#### **4. DOCUMENTS REQUIRED**

4.1 The laying work to be carried out, goods required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.

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

## 5. CLARIFICATION OF BID DOCUMENTS

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing, by FAX or by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives 7 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be notified in the web site www.ne2.bsnl.co.in and all such clarification issued by BSNL will form part of the bid document.
- 5.1 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

## 6. AMENDMENT OF BID DOCUMENTS

- 6.1 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders
- 6.2 The amendments shall be notified by Addendum through e-tendering portal. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

## 7. DOCUMENTS COMPRISING THE BID: The bid prepared by the bidder shall ensure availability of the following components:

- 7.1 Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10 of this section.
- 7.2 Bid Security furnished in accordance with clause 12 of this section.
- 7.3 A Clause by Clause compliance as per clause 11.2 (c) of this section.
- 7.4 A Bid form and price schedule completed in accordance with clause 8 & 9 of this section.

## 8. BID FORM: The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied, brief description of the goods, quantity and prices as per section- 9.

## 9. BID PRICES

- 9.1 Prices shall be quoted by the bidder in % of basic rate, both in words and figures in the Financial bid of the document only. Prices quoted at any other place shall not be considered. Price quoted by the bidder shall be excluding GST.
- 9.2 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subjected to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

- 9.4 The rates quoted in the bid shall be firm and valid for any other work order for extension of the same route or modification of the route or branching in case of spur routes that may be issued within the above period and remain so until the completion of the work assigned under such a work order.
- 9.5 The bidder shall submit, as a part of his bid, the bid documents (In original) duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract.
- 9.6 The price approved by BSNL for procurement will be inclusive of GST, packing, forwarding and freight as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section 4 Part A and clause 11 of Sec-5 Part A of Bid-document. Unloading charges at the consignee end shall be borne by the supplier and no separate charges shall be paid for transportation to individual sites for installation.
- 9.7 The bid shall contain no Inter-lication, 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.

#### **10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION :**

- 10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.
- (i) Additional documents to establish the eligibility and qualification of bidder as specified in Clause 4 of Section 1.
  - (ii) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4.
  - (iii) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34.
  - (iv) Certificate of incorporation.
  - (v) Partnership deed in cases of partnership firm.
  - (vi) Registration of the firm if applicable.
  - (vii) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
  - (viii) License from the Central Labour Commissioner if the number of workers under him is 20 or more after awarding the work.
  - (ix) PAN card
  - (x) GST Registration if applicable
  - (xi) EPF/ESI Registration if applicable
  - (xii) Copy of Experience certificate (minimum two years).
  - (xiii) Scanned copy of IT Return for FY 2019-20 and FY 2020-21 (Financial capability)
  - (xiv) Copy of Turnover certificate.

## 10.2 Documentary evidence for financial and technical capability

- e. The bidder shall furnish audited Annual Report and /or a certificate from its bankers to assess its solvency/financial capability.
- ii. The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

## 11. Deleted

## 12. BID SECURITY / EMD

12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).No interest shall be paid by the BSNL on the bid security for any period, what so ever.

12.2 The MSE bidders are exempted from payment of bid security.

12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.

12.4 A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened(for manual bidding process),

12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to clause 13.

12.6 The successful bidder's bid security will compulsorily be converted to form part of performance security deposit in accordance with the relevant Clause. Be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section.

12.7 The bid security may be forfeited:

- iii. If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
- ii. If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

Note: - The bidder shall mean individual company/ firm or the front bidder and its technology/ consortium partner, as applicable.

## 13 PERIOD OF VALIDITY OF BIDS:

13.1 Bid shall remain valid for period specified in clause 2 of Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.

## 14 FORMAT AND SIGNING OF BID

14.1 The bidder shall submit his bid online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature. All offline documents submitted must be authenticated by hand signatures by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

### **14.3 Power of Attorney**

- 1 The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- 2 The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- 3 In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- 4 Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

**15. SEALING AND MARKING OF BIDS:** Bid should be submitted as per Clause 3 of Section 2.

### **16. SUBMISSION OF BIDS**

16.1 Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of Section-1 i.e. DNIT.

16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

**17. LATE BIDS:** No bid shall be accepted either online by E-Tender Portal or physically after the specified deadline for submission of bids prescribed by the purchaser.

### **18. MODIFICATION AND WITHDRAWAL OF BIDS**

18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.

18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated & physically as per clause 15.

18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

### **19. OPENING OF BIDS BY PURCHASER**

19.1 The purchaser shall open bids online in the presence of the authorized representatives of bidders online or physically present who chose to attend, at time & date specified in Clause 7 of D NIT(Section-1) on due date.

19.2 The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section-7 C).

19.3 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

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

The bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to Assistant General Manager (Plg), O/o General Manager, BSNL Telephone Bhavan, Imphal - 795001 for retention.

Thereafter the TEC will evaluate Techno-commercial bids & the report of TEC will be approved by competent authority.

The financial bids of those bidders, who are approved to be techno-commercially completed by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/ authorized representatives by sending them a suitable notice.

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

- A Name of the Bidder
- B Name of the item
- C EMD amount & validity and acceptability
- D Information in respect of eligibility of the bidder.
- E Details of bid modification/ withdrawal, if applicable.

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

- A Name of the Bidder.
- B Name of the item.
- C Quantities/prices quoted in the bid.
- D Discount, if offered
- 1 GST

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

## **20. CLARIFICATION OF BIDS**

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

20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

## **21. PRELIMINARY EVALUATION**



- 21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 21.3 Prior to the detailed evaluation pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.4 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

## **22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

- 22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be on the rates offered in the rate indicated in the financial bid of the tender document.

GST for which the firm has to furnish GST Challans / Invoices will be indicated separately in the PO / APO.

Suppliers should furnish the correct GST Head in the price Schedule. If the credit for the GST under provision/ rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the suppliers will be liable to refund such non-admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.

## **23. CONTACTING THE PURCHASER.**

- 23.1 Subject to Clause 20, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 23.2 Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## **24. PLACEMENT OF ORDER**

- 24.1 The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in GST within scheduled delivery date (SDD), the unit prices with applicable revised GST will be paid to suppliers irrespective of their ranking viz.L1/ L2/ L3 .....etc keeping other levies & charges unchanged.

24.3 The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

24.4 In the event of L2 and so on bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause 3 (Distribution of Quantity) in section 4 Part B, shall be supplied by the L-1 bidder as part of whole contract.

## **25. PURCHASER'S RIGHT TO VARY QUANTITIES**

- a. BSNL reserves the right to increase or decrease up to 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 contract.
- b. BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders 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 afresh.
- c. In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing venders, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

## **26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

## **27. ISSUE OF ADVANCE PURCHASE ORDER.**

27.1 The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.

27.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section-7B.

27.3 L-1 bidder may be issued Advanced Purchase Order (APO) in two stages. The first APO shall be issued for L-1 quantity as defined in clause above. The second APO may be issued to L-1 bidder only when the Purchaser exercises the right for placement of order on balance tendered quantity on the bidder with the lowest evaluated price in conformity to Clause 24.3 & 24.4 of Section 4 Part A.

## **28. SIGNING OF CONTRACT.**

28.1 The issue of Purchase order shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing performance security pursuant to clause 27, the Purchaser shall discharge the bid security in pursuant to clause 12, except in case of L-1 bidder, whose EMBG/ EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section.

29. **ANNULMENT OF AWARD:** Failure of the successful bidder to comply with the requirement of clause 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

## **30. QUALITY ASSURANCE REQUIREMENTS (if applicable)**

The supplier shall have Quality Management System supported and evidenced by the following:

- a A Quality Policy.
- b A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in the matters of Quality.
- c Procedure for controlling design/ production engineering, materials, choice of components/vendors, manufacturing and packaging process for supplying quality products.
- d System of Inward Good Inspection.
- e System to calibrate and maintain required measuring and test equipment.
- f System for tracing the cause for non-conformance (traceability) and segregating product which don't conform to specifications.
- g Configuration management and change-control mechanism.
- h A quality plan for the product.
- i Periodical internal quality audits.
- j A 'Quality Manual' detailing the above Or infrastructure assessment certificate and Type Approval Certificate (TAC)/ Technical Specifications Evaluation Certificate (TSEC) issued by "QA Circle" shall be furnished.

## **31. REJECTION OF BIDS**

31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.

- b) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.

- C. Clause 2 & 10 of Section-4Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
- D. Clause 11.2 (c) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
- E. While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- F. Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.

31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

**32. ACTION BY PURCHASER AGAINST BIDDER(S)/VENDOR(S) IN CASE OF DEFAULT.**

In case of default by Bidder(s)/ Vendor(s) such as:

- a. Does not supply the equipment in time;
- b. Equipment does not perform satisfactory in the field in accordance with the specifications;
- c. Or any other default whose complete list is enclosed in Appendix-1.

Purchaser will take action as specified in Appendix-1.

33. Deleted

### **34. NEAR-RELATIONSHIP CERTIFICATE**

- 34.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. 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 Government of India/ Financial institution nominees and independent non-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. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 34.2 The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 34.3 The near relatives for this purpose are defined as:-
- F. Members of a Hindu undivided family.
  - G. They are husband and wife.
  - H. The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- 34.4 The format of the certificate is given in Section 6 (B).

### **35. VERIFICATION OF DOCUMENTS AND CERTIFICATES**

- 35.1 The bidder will ensure that all the documents and certificates, including experience/ performance and self certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.
- 35.2 If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per Clause-1 of Appendix-1 of this section.
36. Security Clause as per latest guidelines and requirement: Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.

## **SECTION-4 Part B**

### **SPECIAL INSTRUCTIONS TO BIDDERS**

The Special Instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in Section-4 Part A i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB), the provisions herein shall prevail.

#### **1. INTRODUCTION:**

- 1.1 The tenderer must read carefully all the terms, conditions and specifications before filling up the Tender Schedule and his Quotation. Tenderers are requested to get well versed with the tender conditions/ guidelines written hereunder.
- 1.2 Time along with quality of work is the essence of this contract.

#### **2. SITE INVESTIGATION BY THE TENDERER:**

- 2.1 It is assumed that these inferences are made after local enquiries regarding the above said matters and the probable and possible stipulations, delays, risk contingent upon the nature of sub surface conditions, hindrances or interference to or with the execution and completion of works as per tender conditions and has arrived at his own estimate in respect of the rate quoted.
- 2.2 It is also assumed that the Tenderer has also taken into consideration all possible contingencies and likely problems and allied matters, incidental thereto and ancillary thereof affecting the execution and completion of work. Any of the excuses at a later stage about his unawareness about the above-mentioned conditions after the approval of tender will not be considered. Any failure by the Tenderer in estimating the difficulty or cost properly shall not relieve him of the responsibility of completing or satisfactorily performing the work.
- 2.3 It may be noted that the estimated cost is only a rough assessment by the “BSNL” and the “BSNL” does not link itself to its full correctness and neither the “BSNL” can be held accountable for any variations, if any found. The tenderers are required to make their own detailed assessment and shall quote accordingly.

## Section- 4 Part C

### E-tendering Instructions to Bidders

**Note:** - The instructions given below are ITI's e-tender portal centric and for e-tenders invited by O/o GMTD, BSNL, Imphal, Manipur BA, NE-II Circle.

#### General

- a). These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Sec 4 of the Tender Documents.

Submission of Bids only through online process is mandatory for this Tender. For conducting electronic tendering, BSNL, Manipur, Imphal is using the portal (<https://http://http://www.tenderwizard.com/BSNLKOL>) of M/s ITI, a Government of India Undertaking.

#### b) Tender Bidding Methodology:

Sealed Bid System – Two Stages

1. Techno-commercial bid
2. Financial Bid

Techno-commercial & Financial bids shall be submitted by the bidder at the same time.

Broad outline of activities from Bidders prospective:

- a) Procure a Digital Signing Certificate (DSC)
- b) Register on Electronic Tendering System<sup>®</sup> (ETS)
- c) Create Users and assign roles on ETS
- d) View Notice Inviting Tender (NIT) on ETS
- e) Download Official Copy of Tender Documents from ETS
- f) Clarification to Tender Documents on ETS
  - i. Query to BSNL (Optional)
  - ii. View response to queries posted by BSNL, as addenda.
- g) Bid-Submission on ETS
- h) Attend Public Online Tender Opening Event (TOE) on ETS Opening of Techno-commercial Part
- i) View Post-TOE Clarification posted by BSNL on ETS (Optional) Respond to BSNL's Post-TOE queries
- j) Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders)

Note 1: It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. Financial Bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Note 2: While uploading the documents, it should be ensured that the file name should be the name of the document itself.

## Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

### (i) Registration

Tender document can be downloaded from the website: <http://www.tenderwizard.com/BSNLKOL> and to be submitted in the e-format as well as by post/courier/by hand. Cost of Tender Document (in the form of DD) and EMD (in the form of Bank Guarantee in original), Power of Attorney in original along with the hard copies of all documents which are uploaded in the e –tender portal and the same should be submitted to AGM Plg, O/o GMTD, Manipur BA Imphal -795001, before the scheduled date and time of submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Intending bidders are requested to register themselves with M/s ITI through <http://www.tenderwizard.com/BSNLKOLKOL> for obtaining user-id, Digital Signature etc., by paying Vendor registration fee. Tender processing fee payment should be done during requisition of tender on line.

BSNL has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

Note: After successful submission of Registration details and Vendor registration fee and processing fee (as applicable). Please contact ITI Helpdesk (as given below), to get your registration accepted/activated.

### 1.0 Bid related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS. Broad outline of submissions are as follows:  
The documents should be uploaded as follows

During “Request “stage of uploading, upload the following documents only.

- 1.1 DD for Tender Fee as per DNIT (Scanned copy on e –Tendering Portal and Physically to Tender Inviting Officer in case of e-Tender).
- 1.12 Bank Guarantee/DD for EMD as per DNIT (Scanned copy on e –Tendering Portal and Physically to Tender Inviting Officer in case of e-Tender).
- 1.13 Valid NSIC/ MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
- 1.14 Valid PAN No.
- 1.15 Valid GST Registration Certificate / or exemption certificate No.
- 1.16 Power of Attorney (if applicable) scanned copy on E-Tendering Portal and original to be submitted to Tender Inviting Officer in case of e-Tender.
- 1.17 Scanned copy of all required certificates as per clause 3.3 of Section -2.



1.18 Article of Memorandum of Association or Partnership deed or Proprietorship deed (if applicable).

1.19 Proof of experience (Scanned copy on E-Tendering Portal and original to be submitted to Tender Inviting Officer in case of e-Tender)

During “submission” stage, upload the remaining documents alone.

## **2.0 Offline Submissions: As per Clause 3 of Section 2.**

### **2.1 Special Note on Security of Bids**

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

As part of the Electronic Encrypt functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-phrase created by the server itself. The Pass phrase is more difficult to break. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e –tendering service provider.

#### **Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS.As soon as a Bid is decrypted with the corresponding 'Pass – Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and Financial Comparison Chart (after financial evaluation) enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

- A Deleted
- B Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.tenderwizard.com/BSNLKOL>).

**Important Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

- (i) Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
- A Register your organization on ETS well in advance of your first tender submission deadline on ETS.
- B Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
- C Submit your bids well in advance of tender submission deadline on ETS. There could be last minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

**A Minimum Requirements at Bidders end**

- 5.1 Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- 5.2 Broadband connectivity.
- 5.3 Microsoft Internet Explorer 6.0 or above
- 5.4 Digital Certificate(s) for users.

**B Vendors Training Program**

Vendors may contact the ITI Helpdesk personnel given in clause 4 of Section 4 Part C, for any type of training/help, which they may require while uploading the bids.

## **SECTION-5 Part A**

### **GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

#### **1. APPLICATION**

- 1.1 The General condition shall apply in contracts made by the BSNL for the execution of Cable Laying including digging/excavation, pillar dismantling & installation, cable jointing, erection, termination, painting of DP and testing.

#### **2. STANDARDS**

- 2.1 Contractor guarantees that the entire work will be done in a satisfactory manner and free from any defects in material, workmanship, construction and finish and in conformity in all aspects with the Construction Specifications and directions in addition to any and all other guarantee and warranty mentioned in the contract documents. The Contractor also undertakes to repair or replace as the case may be at his own cost and risk any part of the work which may be damaged or that may develop any defects due to bad workmanship or otherwise due to the fault of the Contractor.
- 2.2 The contractors are required to execute all works satisfactorily and in accordance with the specifications. If certain items of work are executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or that any materials or articles provided by him for execution of work or unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract (referred to as substandard work hereinafter), the Divisional Engineer in-charge shall make a demand in writing specifying the work, materials or articles about which there is a complaint.
- 2.3 Timely reporting and action, to a great extent, can prevent occurrence of sub standard work, which will be difficult or impossible to rectify later on. It is incumbent on the part of Construction Officers to point out the defects in work in time during progress of the work. The Junior Telecom Officer/Sub Divisional Engineer responsible for execution and supervision of work shall without any loss of time submit a report of occurrence of any sub standard work to the Divisional Engineer in-charge. A notice in respect of defective work shall be given to the contractor by Divisional Engineer in-charge in writing during the progress of work asking the contractor to rectify/replace/remove the sub standard item of work and also definite time period within which such rectification/removal/replacement has to be done. After expiry of the notice period, if the contractor fails to rectify/replace/remove the sub standard items, the defects shall be got rectified/replaced/removed by the corporation or through some other agency at the risk and cost of the contractor.
- 2.4 Non-reporting of the sub standard work in time on the part of Construction Officer(s) shall not in any way entitle the contractor to claim that the defects were not pointed out during execution and as such the contractor cannot be absolved of the responsibility for sub standard work and associated liabilities.
- 2.5 Authority and procedure to accept sub standard work and payment thereof: There may be certain items of work pointed out as sub standard which may be difficult to rectify and in the opinion of the GMTD Manipur BA, the items in question will not materially deteriorate the quality of service provided by the construction, the GMTD Manipur BA, shall appoint committee to work out the reduced rates payable to the contractor for such sub standard work. The committee shall constitute one Divisional Engineer other than the one who is directly in-charge of the work, involving sub standard items of work, as Chairman and one S.D.E. and an Accounts Officer as members. The committee shall take into account the approximate cost of material/work pointed out as sub standard and recommend the rates payable for sub standard work which shall not exceed 60% of the approved rates of the item in question.

### **3. Work order**

- 3.1 The work order shall be issued so as to include all items of works.
- 3.2 The work orders shall be issued by the Divisional Engineer, after examining the technical and Tender details of the works to be executed.
- 3.3 If due to any reason partial work order is to be issued then the same shall be issued with the approval of an officer not below the rank of Deputy General Manager.
- 3.4 The Divisional Engineer shall mention the time limit to execute the work order after seeing the quantum of work and store availability position.

### **4. PERFORMANCE SECURITY**

- 4.1 The contractor whose tender has been accepted shall deposit an additional sum, after receiving the APO's, which along with the EMD submitted with the tender, will make the security deposit equal to 10% (Ten percent) of the APO cost.
- 4.2 The proceeds of the security deposit shall be payable to BSNL as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
- 4.3 The security deposit shall be 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 conditions of the contract as stipulated in the bid document.
- 4.4 No interest will be paid to the contractor on the security deposit.
- 4.5 The security deposit of the contractor shall not be refunded before the expiry of contract period.

### **5. Inspection and Tests**

- 5.1 The work shall be deemed to have been completed only after the same has been tested for attenuation factor of the cable laid.

### **6. DELIVERY AND DOCUMENTS**

- 6.1 The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the SEVENTH DAY after the date on which the work order is issued to the contractor or from the actual date of commencement of work whichever is earlier.
- 6.2 If the contractor fails to start the work by the due date (SEVENTH DAY), after the issue of work order, (or) does not maintain the progress as mentioned above, the contract is liable to be terminated by BSNL without waiting for completion of the whole time allowed as "Time is the essence of the contract", and BSNL desires no time overrun in completion of the project.
- 6.3 In each work order, the work order issuing authority shall specify the time allowed for completion of work consistent with the magnitude 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 the work order, or an earlier date if work is urgently required, and indicated in the work order.
- 6.4 In as much as "the time being deemed to be the essence of contract", throughout the stipulated period of contract, the work is to be proceeded with all due diligence on the part of the contractor.
- 6.5 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. 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.
- 6.6 The Application contains the ground(s), which hindered the contractor in execution of work.
- 6.7 The Engineer-in-charge is of the opinion that the grounds shown for extension of time are reasonable.

- 6.8 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 attributable to the contractor.
- 6.9 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 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 (DGM level) competent to grant the extension of time.
- 6.10 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.
- 6.11 There are, at times, practical difficulties like non-availability of materials etc, reasons of which are ascribable to the Corporation. In such cases, the Engineer-In-Charge with the approval of competent Authority to sanction EOT may issue extension of time suo moto without waiting for contractor to make an application for EOT. Entry of hindrances shall be made in the Hindrance Register. The BSNL will, however, not be liable to the contractor for any losses or damages, costs, charges, or expenses that the contractor may in any way sustain/suffer due to delay in making the above available.

## **7. Labor records**

- 7.1 The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the Contract Labour (R & A) Central Rules 1971.
- 7.2 The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R & A) Rules 1971.
- 7.3 The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R & A) Rules 1971.
- 7.4 Register of accidents - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
- a. Full particulars of the labourers who met with accident.
  - b. Rate of wages.
  - c. Sex
  - d. Age
  - e. Nature of accident and cause of accident.
  - f. Time and date of accident.
  - g. Date and time when admitted in hospital.
  - h. Date of discharge from the hospital.
  - i. Period of treatment and result of treatment.
  - j. Percentage of loss of earning capacity and disability as assessed by Medical officer.
  - k. Claim required to be paid under Workmen's Compensation Act.
  - l. Date of payment of compensation.
  - m) Amount paid with details of the person to whom the same was paid.  
Authority by whom the compensation was assessed.  
Remarks.

## **8. Attendance card cum wage slip**

- 8.1 The contractor shall issue an Attendance card cum wage slip to each workman employed by him.
- 8.2 The card shall be valid for each wage period.

- 8.3 The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- 8.4 The card shall remain in possession of the worker during the wage period under reference.
- 8.5 The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- 8.6 The contractors shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

## **9. CONTRACT LABOUR LICENSE & EPF & MP ACT 1952**

- 9.1 The contract Labour License required for employing sufficient labourers to execute the work may be obtained from the Asst. Labour Commissioner, Imphal. The provisions of the Contract Labour (Regulation & Abolition) Act should be strictly adhered to while engaging labourers for the work.
- 9.2 A statement showing the number of labourers engaged on each day for the work executed should be submitted on a monthly basis before 5th of succeeding month to this office. The contractor should fulfill and comply with the terms of Employee's Provident Fund and Miscellaneous Provision Act 1952 in respect of the labourers / employees engaged by him for execution of the BSNL works.
- 9.3 The details of payment particulars of EPF should be submitted along with the bill. Bid document along with the EPF registration Certificate only will be considered. Child labour must be strictly avoided. Person/s who is/are more than 60 years should not be engaged as labourer in the work.

## **10. WARRANTY**

- 10.1 If the contractor or his working people or servants break, deface, injure or destroy (i) any building, road, road kerb, fence, enclosure, water pipe, cables, drains, etc contiguous to the area in which the work or any part is being executed (ii) or if any damage shall happen to the work while in progress, from any cause whatever (iii) or if any defect, shrinkage or any other faults appear in the work within the contract period or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.
- 10.2 If any defect is not remedied within a reasonable time, as prescribed by the Corporation, the Corporation may proceed to do the work at the contractor's risk and costs, but without prejudice to any other rights which the Corporation may have against the contractor in respect of such defects.
- 10.3 Rectification under warranty clause shall be made by the contractor free of all charges at site including freight, insurance, cost of works and other incidental charges.
- 10.4 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 overpaid 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 to refund the amount of over payment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in the relevant clauses, or in any other manner legally permissible 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.

- 10.5 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 BA or his subordinate officer.
- 10.6 Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated 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.

#### **11. PAYMENT TERMS- e-PAYMENT :**

- 11.1 In cities/areas where ECS/EFT facility is provided by banks, the bidder must have Accounts in such ECS/EFT facility providing banks and that bank account number shall be quoted in the bids by the bidder. The cost of ECS/EFT will be borne by BSNL in all cases where the payment to Contractor/supplier is made in a local branch i.e., bidder is having bank account in the same place where the payment is made by BSNL unit.
- 11.2 In case payment is made to outside branch i.e., bidder is having bank account not in the same place from where the payment is made by BSNL unit, the crediting cost will have to be borne by the bidder/recipient only.
- 11.3 The bidder must submit the Mandate form (7D of Section 7) for transfer of payment through Electronic Clearance/ Electronic Fund transfer.

#### **12. PRICES**

- 12.1 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.
- 12.2 Price once fixed will remain valid for the period of contract. Increase and decrease of GST will not affect the price during this period.
- 12.3 The contractor shall not assign, sub contract or subject the whole or any part of the works covered by the contract, under any circumstances.

#### **13. CHANGES IN work ORDERS**

- 13.1 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 Manipur BA, the contractor is not executing the work at the required space.
- 13.2 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:
- i. specifications,;
  - ii. the method of transportation;
  - iii. the place of delivery; or
  - iv. the services to be provided by the supplier.
- 13.3 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

#### **14. PROCEDURE FOR PREPARATION AND SETTLEMENT OF BILLS :**

- 14.1 The bill for the work carried out will be settled work order wise. The contractor will be responsible to submit the bills in time, prepared accurately, giving all details to facilitate early payment. The bills should be prepared and submitted by the contractor to the JTO/SDE in charge in the following conditions:
- (i) The bills should be submitted in triplicate signed by the contractor.
  - (ii) Details of the quantity and nature of each item of work as well as the stipulated rates are to be given.
  - (iii) The bills are to be submitted through the concerned Junior Telecom Officer or Sub Divisional Engineer in charge of the work.
  - (iv) The dates of execution of works and the date of completion are to be noted. Bill No. and date should invariably be furnished.
- 14.2 The bills should be submitted within 30 days of completion of work. The SDE in charge of work shall submit the final bill received from the contractor to the Divisional Engineer, in-charge of work along with Material reconciliation statement, Details of recoveries/ penalties for delays, damages to BSNL/ Third party properties as per provisions of the contract and in case no recovery is to made, NIL report needs to be submitted. Income tax as per rules will be deducted from the bills and remitted to Income Tax Department. Work contract tax at the prescribed rates will be recovered if applicable and remitted to Tax Department.

#### **15. DELAYS IN THE SUPPLIER'S PERFORMANCE**

- 15.1 The time allowed for completion of the work as entered in the tender 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 Corporation or an earlier day if specified in the work order or Part – I. 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 0.10 percent of the work order cost per day of delay in completion of work, subject to a maximum of 12 (twelve) percent of the cost of the work awarded.
- 15.2 On any date the penalty payable as above, reaches 12(twelve) percent of the estimated cost of the work, the contractor should proceed with the work further only on getting a written instructions from the Divisional Engineer that, he is allowed to proceed further with the work. It will be in the discretion of the Divisional Engineer to allow the contractor to continue with the work on the basis of any written agreement reached between the contractor and the Divisional Engineer one of the conditions of such agreement may be a stipulation for the contractor to agree for realization of penalty for delay at a higher rate as may be agreed between the Divisional Engineer and contractor.
- 15.3 Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and/or from the bills of any other contract or at the time of final settlement of bills on completion of work.
- 15.4 In case of slow progress of the work in a route which have been awarded to a particular contractor, and the public interest does not permit extension of time limit for completion of work, the GMTD Manipur BA 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. All such payments shall be recovered from the contractor's pending bills or security deposit.
- 15.5 The GM Manipur BA reserves the right to cancel the contract and forfeit the security deposit if the contractor fails to commence the work within 7 days after issue of the work order.
- 15.6 General Manager, BSNL, Manipur BA reserves the right to award any route to any contractor according to the priority of work. If any contractor fails to complete the work awarded within



the stipulated time, BSNL reserves the right to award the work to other approved contractor, at the approved rate, based on performance.

- 15.7 To ensure progress during the execution of work and to cause minimum inconvenience to the public, the contractor shall not be keep open the trench for more than 4 days for erecting the posts. In the event of contractor failing to comply with, these conditions, a penalty of recovery up to Rs.300/- per day the trench is kept open beyond the time limit allowed may be imposed by the BSNL. This penalty will be in addition to that payable for delay or slow work.
- 15.8 If any such penalty is levied on a contractor for more than 2 occasions, then his/her contract could be terminated. In this regard the decision of GMTD, Manipur BA shall be final and binding.

**16. CIRCUMSTANCES FOR RESCISSION OF CONTRACT:** Under the following conditions the competent authority may rescind the contract.

1. If the contractor commits breach of any item of terms and conditions of the contract.
  2. 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 the due date for completion or the contractor had already failed to complete the work by that date.
  3. 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.
- 16.1 Upon rescission of the contract, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL as under:
- 16.1.1 The unused material (Supplied by the Corporation) available at site, shall be transported back by the Corporation to the Telecom Store at the risk and cost of the contractor. If any such materials is found damaged/lost then the penalty shall also be recovered from the contractor as per conditions in tender documents /bid.
- 16.2 Upon rescission/termination of the contract, the contractor/LCO shall be debarred from participating in any of the tenders pertaining to the BA. The unexecuted work will be got completed by any other contractor, approved in the BA
- 16.3 The certificate of the Divisional Engineer OF Installation 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.
- 16.4 The Corporation 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.
- 16.5 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.
- 16.6 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 hand over possession of the work/operations concerned to the BSNL or as the BSNL may direct.
- 16.7 The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract and any part of such items without any compensation whatsoever to the contractor.
- 16.8 The Divisional Engineer, Transmission/ Installation shall issue Show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow 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 who had accepted the contract.

16.9 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 safe guards shall be taken while issuing the final notice:

1. During the period of service of notice and its effectiveness, the contractor should not be allowed to remove from the site any material/equipment belonging to the Corporation.
2. 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.
3. No new construction beneficial to the contractor shall be allowed.
4. Adequate security arrangement by the Corporation in replacement of the contractor watch and ward shall be made forthwith. Expenses on this account are recoverable from the security deposit or any amount due to the contractor.

16.10 The contractor shall at all times hold the BSNL harmless and indemnify from against all action, suits, proceedings, works, costs, damages, charges claims and demands of every nature and descriptions, brought or procured against the BSNL, its officers and employees and forthwith upon demand and without protect or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or 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 proceeding, 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 forthwith 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 contractor.

16.11 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.

## **17. FORCE MAJEURE**

17.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

17.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be

final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

## **18. TERMINATION FOR DEFAULT**

18.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part

(a)if the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause15;

(b)if the supplier fails to perform any other obligation(s) under the Contract; and

(c)if the supplier, in either of the above circumstances, does not remedy its failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

18.2 In the event the purchaser terminates the contract in whole or in part pursuant to Para 18.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the supplier shall continue the performance of the contract to the extent not terminated.

## **19. TERMINATION FOR INSOLVENCY**

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

20. **ARBITRATION** Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder.

20.1 A party wishing to commence arbitration proceedings shall revoke Arbitration Clause by giving 60 days' notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

20.2 The number of arbitrators and the appointing authority will be as under

<b>Claim amount (excluding claim for counter claim, if any)</b>	<b>Number of arbitrator</b>	<b>Appointing authority</b>
Above Rs.5 lakhs to Rs. 5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL	BSNL ( Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3 <sup>rd</sup> arbitrator, who shall be presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator for its panel.

20.3 Neither party shall appoint its serving employee as arbitrator.

20.4 If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference for the state where his predecessor had left it both parties consent for the same; otherwise, he shall precede de novo.

20.5 Parties agree that neither party shall be entitled for any pre-reference or pendent elite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

20.6 In case of sole arbitrator, BSNL shall make all necessary arrangements for the travel/stay and the expenses incurred shall be shared equally by the parties.

20.7 The arbitration proceedings shall be held at New Delhi or Circle or BA Headquarter (as the case may be)

21. **SET OFF** : Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL.

22. **COURT JURISDICTION**: Any dispute arising out of the 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.

23. **DAMAGE TO CABLE OWNED BY BSNL AND CABLE/UTILITIES OF OTHER AGENCIES**: During excavation of trench utmost care is to be taken by the contractor, so that the existing underground cables/ utilities are not damaged or cut.

In case any damage/cut is done to the existing cables owned by BSNL, a penalty as per the schedule given below will be charged from the contractor or the amount will be deducted from his running bills.

<b>Size of existing cables cut/ Damaged</b>	<b>Amount of Penalty per cut/ damages</b>
1. Up to 100 pairs cable	Rs. 500.00(Five Hundred)
2. Above 100 pairs & up to 400 pairs	Rs. 1,000.00(One thousand)
3. Above 400 pairs	Rs. 2,000.00 (Two thousand)
4. OF cable of any size	Rs 50000.00(Fifty Thousand)
5. Cable / Utility owned by Other Agencies: Damage caused for any other utilities the contractor shall be held fully responsible. The damage charges whatever claimed by the affected agency shall be borne by the Contractor. To this effect the amount shall be deducted from his bills/ Security deposit or any other amount with BSNL.	

**24. STORES:**

The contractor while taking delivery of materials supplied by the BSNL at the designated place shall thoroughly inspect all items before taking them over. In case of execution of the work, if any materials are found damaged/working unsatisfactorily, then a penalty equivalent to the cost of material plus (+) 17.5 % as penalty shall be recovered from the contractor's payment/securities.

However, contractor will not be penalised for any defect in workmanship of the materials, which shall be taken up separately with the supplier of the stores.

**SECTION-6 (A)**

**UNDERTAKING & DECLARATION**

6(A) - For understanding the terms & condition of Tender & Spec. of work

a) Certified that:

1. I/ We ..... have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

b) The bidder hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

Signature of Bidder

Place: .....

Name of Bidder .....

Along with date & Seal

**6(B) – NEAR-RELATIONSHIP CERTIFICATE:**

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

Signature of the bidder

With date and seal

**SECTION- 7**

**PROFORMAS**

7(A) For the BIDSECURITY/ EMD Guarantee  
(To be typed on Rs.100/- non-judicial stamp paper)

**Sub: Bid Security/EMD guarantee.**

Whereas M/s.....R/o.....(Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs. ..../- (hereafter known as the “B. G. Amount”) valid up to ...../...../ 20..... (Hereafter known as the “Validity date”) in favour of AO (Cash),O/o the GMTD, BSNL, Manipur BA, Imphal (Hereafter referred to as BSNL) for participation in the tender of work of.....vide tender no. ....

Now at the request of the Bidder, We .....  
Bank.....Branch having ..... (Address)  
and

Regd. Office address as ..... (Hereinafter called ‘the Bank’) agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the “B. G. Amount”.
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating



to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained ;

- (a) The liability of the Bank under this guarantee is restricted to the “B. G. Amount” and it will remain in force up to its Validity date specified above.
  - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker’s Cheque in favour of “AO (Cash) BSNL, Imphal 795001” payable at Imphal .
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: ... ..  
Name of the Bank officer:... ..  
Designation:.....  
Complete Postal address of Bank: ... ..  
.....  
Telephone Numbers .....  
Fax numbers .....

**7(B)**

**For the Performance Guarantee**

(To be typed on Rs.100/- non-judicial stamp paper) Dated:.....

**Sub: Performance guarantee.**

Whereas General Manager, BSNL, Imphal R/o  
..... hereafter referred to as BSNL) has issued an APO no. ....  
..... Dated ..... / ..... / 20 ..... awarding the work of .....  
..... to M/s ..... R/o .....  
..... (hereafter referred to as “Bidder”) and BSNL has asked  
him to submit a performance guarantee in favour of AO (Cash),O/o the GMTD, BSNL, Manipur  
BA, Imphal of Rs. .... /- (hereafter referred to as “P.G.Amount”) valid up to  
...../...../20.....(hereafter referred to as “Validity Date”)

Now at the request of the Bidder,We .....  
..... Bank.....Branch having .....  
(Address) and Regd. office address as .....  
(Hereinafter called ‘the Bank’) agreed to give this guarantee as hereinafter contained:

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

- (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL Imphal" payable at Imphal.
- 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: ... ..

Name of the Bank officer: ... ..

Designation: ... ..

Complete Postal address of Bank: ... ..

.....

Telephone Numbers .....

Fax numbers .....

**7 (C) For Letter of Authorization for attending Bid Opening Event.**

(To be typed preferably on letter head of the company)

**Subject: Authorization for attending Bid opening**

I/ We Mr. /Ms. .... have submitted our bid for the tender no. .... in respect of ..... (Item of work) which is due to open on ..... (date) in the, O/o ... ..

We hereby authorize Mr. / Ms. ....& Mr. / Ms..... (alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....

Signature of the Representative

.....

Signature of Bidder/ Officer authorized to sign on behalf of the Bidder

Name of the Representative

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

**Note 1:** Only one representative will be permitted to attend the Bid opening

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

**7 (D) MANDATORY FORM FOR TRANSFER OF PAYMENTS THROUGH ELECTRONIC CLEARANCE / ELECTRONIC FUND TRANSFER SCHEME.**

To

The General Manager,  
BSNL, Imphal – 795001.

Sir,

Kindly pay any amount due to us to our Bank Account as detailed below either by Electronic Clearance/Electronic Fund Transfer mode and the payments shall continue to be made in our below mentioned account till a change is requested by us. We also declare that the particulars given below are correct and complete. If the transaction is delayed, or, not effected at all for incomplete information, we would not hold BSNL responsible.

1. Name of the Company / Firm :
2. Address :
3. Name of the Bank :
4. Name of the Branch :
5. Branch Code :
6. Bank's IFSC code :
7. Type of Account :
8. Account Number :
9. Bank Address :
10. Bank Telephone No.(& Code) :

Date

Name & Signature of the  
Authorized Signatory with seal

(To be filled in by the Bank Authorities)

Certified that the particulars furnished above are correct as per our records.

Bank Seal:

Date:

Signature of Manager/Authorised officer

7 (E) AGREEMENT

(To be typed on RS. 100/- non-judicial stamp paper)

The successful tenderer shall have to execute the following agreement:

\* This agreement 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 his successors, heirs, executors, administrative representative and assignee) of the one part & the BSNL of other part.

Whereas the contractor has offered to enter into contract with the said BSNL for OFC construction works for Sangaiprou Xge shifting -Manipur BA 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 where as no interest will be claimed on the security deposit.

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

1. The contractor shall, during the period of this contact 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 hereinafter mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipments etc. to be supplied by him to his labour at his own expenses, all works as described in tender documents (annexed to the agreement), when the BSNL or any other persons authorized by the GMTD, Imphal 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 exigent of service.
2. The NIT (Notice inviting tender), Bid document, letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, work order 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 order.
4. The contractor hereby declares that nobody connected with or in the employment of the 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. The cost of damages caused to public, private, BSNL Utilities or properties and life shall be borne by the contractor.

In witness whereof the parties presents have here into 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 (Address & Signature)

- 1.
- 2.

Signed sealed & delivered on behalf of the General Manager, BSNL, Imphal

by the

Witness : (Address & Signature)

- 1.
- 2.

## **7 (F) CERTIFICATE**

(For Tender document downloaded from Internet)

I/We ..... hereby declare that the tender document submitted has been downloaded from the website and no addition/deletion/correction has been made in the downloaded tender document. I also declare that I have enclosed DD for Rs.1180/-towards the cost of bid document along with the tender.

Signature of Bidder:

Name & Address



**SECTION- 8**

**Bidder's profile & Questionnaire**

**Tenderer / Bidder's Profile & Questionnaire**

**A) Tenderer's Profile**

1. Name of the Individual/ Firm: .....

2. Present Correspondence Address .....

.....

.....

Telephone No. .... Mobile No. .... FAX No. ....

.....

3. State the Type of Firm: Sole proprietor-ship/partnership firm / Private limited / Public Limited (Tick the correct choice):

4. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S.No.	Name	Father's Name	Designation

5. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):

6. GST Registration Number :

7. Permanent Account No. :

8. EPF Registration No.

I/We hereby declare that the information furnished above is true and correct.

Place.....

Signature of Bidder .....

Date .....

Name of Bidder .....

**APPENDIX-1**

<b>S No</b>	<b>Defaults of the bidder / vendor</b>	<b>Action to be taken</b>
1(a)	Submitting fake / forged	
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	1.20 Rejection of tender bid of respective Vendor.
	b) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	c) Certificate for claiming exemption in respect of tender fee and/ or EMD; and detection of default at any stage from receipt of bids till award of APO/LOI/ issue of PO/WO.	iii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
<p><b>Note 1:-</b> However, in this case the performance guarantee if alright will not be forfeited.</p> <p><b>Note 2:-</b> Payment for already received supplies/ completed work shall be made as per terms &amp; conditions of PO/ WO.</p>		
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration of GST, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	(i) If detection of default is prior to award of APO/LOI	i) Rejection of Bid & ii) Forfeiture of EMD.
	(ii) If detection of default after issue of APO/LOI but before receipt of PG/ SD (DD, BG etc.)	i) Cancellation of APO/LOI, ii) Rejection of Bid & iii) Forfeiture of EMD.
	(iii) If detection of default after receipt of PG/ SD (DD, BG etc.).	i) Cancellation of APO/ LOI ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.

Signature of the Bidder with seal

	(iv) If detection of default after issue of PO/ WO	<p>i) Termination/ Short Closure of PO/WO and Cancellation of APO/ LOI</p> <p>ii) Rejection of Bid &amp;</p> <p>iii) Forfeiture of PG/ SD.</p> <p>However on realization of PG/ SD amount, EMD, if not released shall be returned.</p>
<b>Note 3:-</b> However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.		
<b>Note 4:-</b> No further supplies are to be accepted except that required to make the already supplied items		
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing / Threatening other prospective bidders i.e. suppliers/ contractors from entering the tender venue and / or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/LOI/ AWO and SD/ PG by L-1 bidder within time period specified in / AWO/ LOI.	Forfeiture of EMD.
4.1	Failure to supply and / or commission the equipment and / or execution of the work at all even in extended delivery schedules, if granted against PO/WO.	<p>i) Termination of PO/WO.</p> <p>ii) Under take purchase / work at the risk and cost of defaulting vendor.</p> <p>iii) Recover the excess charges if incurred from the PG/SD and outstanding bills of the defaulting Vendor.</p>
4.2	Failure to supply and / or commission	1.21 Short Closure of PO/ WO to the

Signature of the Bidder with seal

	the equipment and / or execution of the work in full even in extended delivery schedules, if granted against PO/WO.	quantity already received by and / or commissioned in BSNL and / or in pipeline provided the same is usable and / or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the pG/SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/ Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price –price determined for degraded equipment) himself and/ or through a committee Undertake recovery of financial penalty from outstanding dues of vendor including PG/SD.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee Undertake recovery of financial penalty from outstanding dues of vendor including PG/SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract a) For amount already paid by BSNL	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking

	<p>b) for Quantity in excess of that supplied by Vendor to BSNL.</p>	<p>Setoff ' ' clause 21 of Section 5 Part A or by any other legal tenable manner.</p> <p>ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>
	<p>c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p>	
	<p>Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees</p>	
	<p>Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.</p>	
7	<p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p>	<p>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the vendor from its PG/SD/O/s bills etc.</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
	<p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p>	
	<p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p>	
	<p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p>	
	<p>e) undertakes any action that affects/ endangers the security of India.</p>	
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company,</p>	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be</p>

Signature of the Bidder with seal

	<p>if it is wound up or it is liquidated.</p>	<p>accepted except that required to make the already supplied items work.  iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).  v) In case of turnkey projects, if the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty= Price-price determined for degraded equipment) himself and/ or through a committee Undertake recovery of financial penalty from outstanding dues of vendor including PG/SD.</p>
<p>9</p>	<p>In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.</p>	<p>i) Termination/ Short Closure of the PO/ WO.  ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.  iii) No further supplies are to be accepted except that required to make the already supplied items work.  iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).  v) In case of turnkey projects, If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty= Price-price determined for degraded equipment) himself and/ or through a committee Undertake recovery of</p>

		financial penalty from outstanding dues of vendor including PG/SD.
10	If the vendor does not return/ refuses to return BSNL'S DUES	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) In spite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) In spite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department
12	The following cases may also be considered for Banning of business:	
	a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond

	b) The provisions of Para 4.1 and 4.2	
	c) If the vendor/supplier fails to submit required documents/information where required	
	d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor / supplier	
<p>Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender</p>		
<p>Note 8:-In case of clash between these guidelines &amp; provision of invited tender, the provision in the respective tender shall prevail over these guidelines.</p>		
<p>Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.</p>		



**APPENDIX 2  
CHECK LIST**

A. Documents required to be submitted through e-Tender Portal  
The following documents must accompany the bid else will be considered as non-responsive and will be summarily rejected without any notice.

Sl. No.	Description	Remarks (Yes/Y, No/N, Not Applicable/NA)		
1	Scanned copies of all pages of Tender documents signed by the tenderer or Authorised Person on all pages along with seal			
2	Self-Attested Scanned copy of GST Registration as applicable			
3	Self-Attested Scanned copy of IT Return for FY 2019-20 and FY 2020-21 (Financial capability)			
4	Self-Attested Scanned copy of Turnover Certificate			
5	Self-Attested Scanned copy of PAN Card			
6	Self-Attested Scanned copy of the Paid Receipt towards cost of Tender			
7	Self-Attested Scanned copy of the Paid Receipt towards cost of EMD/Bid Security			
8	No near relative certificate duly filled in and signed			
9	Scanned copy of Letter of Authorization to Tender Opening Event (TOE), if any			
10	Registration of firm			
11	Self-Attested Scanned copy of Original "Power of Attorney" in case person signed the tender documents is other than proprietor i.e. for other than proprietorship Firm			
12	Self-Attested Scanned copy of "Partnership Deed" duly registered if applicable			
13	Self-Attested Scanned copy of Bid form duly filled and signed			
14	Self-Attested Scanned copy of the check list duly filled in			
15	Scanned copy of the Undertaking regarding genuineness of the documents / information submitted			
16	Compliance to technical specification duly filled and signed			
17	Duly filled Vendor Master Form			
18	Copy of EPF registration certificate			
19	Declaration of Non tampering of tender document			

Signature of the Bidder with seal

20	Article and Memorandum of Association or Partnership deed or proprietorship deed as the case may be			
21	Latest and valid NSIC Certificate (for the product) duly certified by NSIC			
22	Certificate of incorporation			
23	License of Central Labour Commissioner (if applicable)			
24	Tender's profile duly filled			
25	Copy of Experience Certificate (two years)			

N.B.: All copies of the above documents should also be submitted offline by the bidder before closing date. Bidder should produce the relevant original documents for verification as and when required by BSNL.

NOTE (All corrections and overwriting must be signed with date by the tenderer or his authorized representative).

**SECTION-9**

**Part-A**

**BID FORM**

To

The General Manager,  
BSNL, Manipur BA,  
Imphal-795001.

From,

Bidder's Reference No:.....Dated.....

**Ref: GMT/IMP/Plg/UG JF cable laying works for SGP Xge shifting /MNP BA/2021-22/5 Dated 04-Feb-22**

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda receipt of which is hereby duly acknowledged, we, the undersigned, offer to execute the work of UG JF cable laying works for SGP Xge shifting in BSNL Manipur BA in conformity with the said conditions of contract and specifications for the sum shown in the Financial Bid attached herewith and made part of the Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: ..... day of .....

Signature .....

Witness

Name.....

Signature.....

In the capacity of.....

Name.....

Duly authorized to sign the bid for and on

Address.....

behalf of.....

Signature of the Bidder with seal

**SECTION-9**  
Part B

FINANCIAL BID FORM

To  
The General Manager,  
BSNL, Manipur BA,  
Imphal-795001.

From,

Subject: Financial Bid for UG JF Cable Laying works for Sangaiprou Xge shifting, BSNL Manipur BA.

Ref: GMT/IMP/Plg/UG JF cable laying works for SGP Xge shifting /MNP BA/2021-22/5 Dated 04-Feb-22

Having examined the tender documents, terms and conditions stipulated therein specifications of work etc., we the undersigned offer to execute the OF cable construction works in conformity with the said specifications and conditions of contract at the percentage (Below/at par/above) on standard schedule of rates in Section3 Part C Annexure 1 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

**ANNEXURE - I**  
Particulars for Input Invoice, Receipt Voucher & GST Details of Purchaser

**A. Input Invoice**

Sl. No	Particulars of Input Invoice
01	Name and Registered address of the supplier
02	GST Registration Number of the supplier
03	Name of BSNL Entity
04	'Bill to ' and 'ship to' address of BSNL
05	GST Registration Number of BSNL
06	Date of Invoice
07	Invoice Number
08	Place of Supply (Including state)
09	Type of Tax (CGST,SGST and IGST)
10	Rate of Tax
11	Value of Goods/Service and Type /rate/Amount of Tax should b separately mentioned
12	Qty of goods
13	Total Value of Invoice
14	Description of supply of goods/service
15	HSN Code in case of goods
16	Accounting code in case of service
17	In case invoice has more than one Tax rates, rate of tax and amount of tax for each supply should be mentioned separately.

Signature of the Bidder with seal

### **B. Receipt Voucher**

Sl. No	Particulars of Receipt Voucher
01	Name and Registered address of the supplier
02	GST Registration Number of the supplier
03	Name of BSNL Entity
04	'Bill to ' and 'ship to' address of BSNL
05	GST Registration Number of BSNL
06	Date of Document Issued
07	Document Number
08	Place of Supply (Including state)
09	Amount of Advance Taken
10	Type of Tax (CGST,SGST and IGST)
11	Rate of Tax
12	Qty of goods
13	In case invoice has more than one Tax rates, rate of tax and amount of tax for each supply should be mentioned separately.
<p>Note: Invoice issued at a later stage against receipt voucher to mention the document number.</p> <p>Refund voucher to be issued against the advances received if no supply is made and no invoice is raised.</p>	

### **C. GST Details of BSNL Manipur BA**

Provisional ID registered for the GST	14AABCB5576GIZS
Name & Address	Bharat Sanchar Nigam Ltd. MANIPUR BA IMPHAL 795001
State of Registration	IMPHAL

Signature of the Bidder with seal

**Annexure-II**

(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/UG JF cable laying works for SGP Xge shifting /MNP BA/2021-22/5** Dated **04-Feb-22**

Name of work: **UG JF cable laying works for Sangai prou 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 seal

Name of the Bidder

Signature of the Bidder with seal