



# BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

Office of the General manager Telecom District, Dimapur, Nagaland SSA

## **Tender Document**

Tender No : GMTD/NLD-SSA/MKTG/Hiring-Agency/Advertisement/2018-19/ dtd 9-7-2018

**LIMITED TENDER** for hiring of Agency for below the line marketing advertisement at retailer end in six main locations in Dimapur town for display of BSNL products/services to enhance BSNL brand visibility in the town for a period of 3 months.

Bidders Name, Address and Mobile No :

DD No :

DD date :

Bank :

Signature of the Tenderer.



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

**Office of the General Manager Telecom Nagaland SSA - 797112**

Notice Inviting Tender

Tender No : GMTD/NLD-SSA/MKTG/Hiring-Agency/Advertisement/2018-19/ dtd 9-7-2018

On behalf of CMD, BSNL, NewDelhi, The General manager Telecom district, BSNL,Nagaland SSA, Dimapur invites the wax /PVC tape sealed limited tender for hiring of Agency for below the line marketing advertisement at retailers end in six main locations in Dimapur town for display of BSNL products/services to enhance BSNL brand visibility in the town for a period of 3 months.

S.No	Job/Work description	Estimated cost in Rs	EMD @ 2.5% in Rs
01	<b>Hiring of Agency for below the line marketing advertisement near Retailers (six main locations) in Dimapur town for display of BSNL products/ services to enhance BSNL brand visibility in the town for a period of 3 months.</b>	177000/- (Rupees one lac seventy seven thousand only ) including GST for 3 months for six locations.	Rs 3750/- ( Rupees Three thousand seven hundred and fifty only)

EMD : DD for Rs 3750/- from any nationalised bank/Scheduled bank in favour of “Accounts Officer(Cash) , O/o GMTD, BSNL,Dimapur payable at Dimapur.

- Cost of Tender Documents:** Rs.590/- (Rupees five hundred ninety only) by Demand Draft from any nationalised bank/Scheduled bank/ACG-17 in favour of “Accounts Officer(Cash) , O/o GMTD,BSNL,Dimapur payable at Dimapur.
- Sale of Tender document from 11:00 to 15:00 hrs from 10-7-18 to 18-7-18 in all working days.
- Last date and time for the receipt of completed tender document :14.30 hrs 20-07-2018
- Date and time of opening tender : 15.30 hrs 20-07-2018
- Financial opening date : The date and time opening of financial bid shall be conveyed to all the bidders who have qualified in Technical bid by email accordingly.

Signature of the Tenderer.

6. Tender document containing description of work and terms and conditions can be had from AGM(Mktg),O/o GMTD,Dimapur.

The GMTD,BSNL,Dimapur reserves the right to reject any or all tenders at any stage without assigning any reasons and it is not obligatory to accept the lowest tender.

AGM(Mktg),  
O/o GMTD,BSNL,Dimapur.  
e-mail : demktgnldssa@gmail.com

Signature of the Tenderer.



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

**Office of the General Manager Telecom Nagaland SSA – 797112**

Tender No : GMTD/NLD-SSA/MKTG/Hiring-Agency/Advertisement/2018-19/ dtd9-7-2018

**Instructions to Bidders**

**1. Eligible Bidders :**

- a) Bidders should have experience in similar works which may be supported by related work orders issued by Govt/PSU/ Private Agency.
- b) The Bidders should not have been black listed anywhere in BSNL or by any Govt/PSU body.

**2. Documents comprising the bid**

The following documents should accompany the tender.

- a) Firm or Company registration certificates , Photostat copy duly self attested.
- b) Demand Draft from any nationalised/Scheduled bank towards payment of EMD.
- c) Tender document in original with all the pages duly signed by the tenderer.
- d) Documents/Brochures for the technical specifications for each item quoted.
- e) Bid form and price schedule duly completed as per the tender requirements.
- f) No near relative certificate duly filled and signed
- g) Self attested copy of GST Registration
- h) Partnership deed, wherever applicable.
- i) No case in the court of law certificate.
- j) Self attested Copy of PAN Card
- k) Attested copy of "Power of Attorney" in case person other than tenderer has signed the tender documents.
- l) Copy of the EPF certificate in the name of the bidder issued by the competent authority.
- m) Copy of the current licence from the labour commissioner as a proof of labour contract.

**Clarification on Bid documents**

- a) A prospective bidder requiring any clarification of the bid documents shall notify to AGM(mktg),O/o GMTD,BSNL,DMP shall respond to all prospective bidders to any request for clarification of the bid documents which it receives not later than 3 days prior to the date for the opening of the Bids and these form parts and parcel of tender documents. Queries over telephone will not

Signature of the Tenderer.

be entertained. The request for the clarification and response shall be in writing; however, no post bid clarification at the initiative of the bidder shall be entertained.

### **CLARIFICATION OF BIDS by BSNL**

- a) To assist in the examination, evaluation and comparison of bids, the BSNL may, at its discretion ask the bidder for the clarification of its bid.
- b) The request for the clarification and response shall be in writing; however, no post bid clarification at the initiative of the bidder shall be entertained.

### **3. Amendments to BID documents.**

i) at any time, prior to the date of submission of bids, BSNL may, for any reason whether *suo moto* or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

ii) The amendments shall be notified in writing to all prospective bidders and intimated at the time of purchase of bid document from BSNL and these amendments will be binding on them which forms part and parcel of tender documents.

iii) In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, General Manager Telecom District, BSNL, Dimapur, Nagaland SSA may at his discretion, extend the deadline for the submission/opening of bids suitably.

4. Bid Prices: Bidders shall quote rate inclusive of all taxes & levies if any. Each Tenderer shall give one offer only. Alternate offers from the same bidder are not permitted.
5. Bid security (Earnest Money Deposit): Rs3750/- (Three thousand seven hundred and fifty only) along with the tender in the form of DD from any nationalized / scheduled Bank. The bid security will not earn interest so long as the same is in the custody of General Manager, BSNL, Nagaland SSA. (Current SSI / NSIC registered firms with valid date of exemption are exempted) The EMD of the successful bidder may be converted to security deposit on execution of contract between department and the Tenderer. The EMD of unsuccessful bidder shall be refunded after acceptance of the tender on getting written application from the unsuccessful bidder. The EMD will be forfeited in the event of the Tenderer withdrawing his offer before final acceptance of the tender.
6. **Security Deposit:** For an amount equal to 10% of the Contractual value. ( 5% for the current **SSI / NSIC** registered firms) which will not earn interest as long as the same is in the custody of General Manager, BSNL, Nagaland SSA.
7. Rate quoted should be firm and valid for a period of **180 days** from the date of agreement.

### **8. Submission of Bids:**

The Tender should be submitted in three wax -sealed / PVC Tapped envelopes separately placed inside a main Wax- Sealed / PVC Taped Cover.

Signature of the Tenderer.

These envelopes shall contain the following.

<b>Envelope</b>	<b>Superscripted on the Cover as</b>
<b>Cover-A</b>	<b>Bid-Security</b>
<b>Cover-B</b>	<b>Qualifying Bid containing Bid Documents and other Documents / Certificates except rate schedule - Technical Bid</b>
<b>Cover-C</b>	<b>Financial Bid containing Rate schedule</b>

The Covers A, B and C shall be marked as Bid-Security, Qualifying Bid and Financial Bid respectively with Name of the agency written on each cover and the covers shall be wax /PVC Tape sealed cover with name and address of the Bidder and super-scribing as **“TENDER for hiring of Agency for below the line marketing advertisement near Retailer end at six main locations in Dimapur town for display of BSNL products/ services to enhance BSNL brand visibility in the town for a period of 3 months.**

9. Tenders may be dropped in the Tender Box kept for the purpose in the chamber of AGM (Mktg), O/o GMTD,Dimapur. No separate acknowledgement will be given. The bids received late, i.e. after the prescribed date & time shall not be accepted.
10. **Bid opening:** Tenders will be opened on the prescribed date & time in the presence of such Tenderers or their authorized representatives (maximum two) who are present with the letter of authorization.
  - a. Date fixed for opening of bids if subsequently declared as holiday, the revised schedule will be notified. However, in the absence of such notification, the bids will be opened on the next working day, time and venue remaining unaltered.
  - b. Tenders not properly wax / PVC Tape sealed (all documents (i.e. EMD documents and Financial bid) shall not be considered for opening. The cover containing EMD/Bid security document will be opened first. Then the technical bid will be opened. The tender document that does not contain EMD/Bid security will summarily be rejected.
- c. **Financial Bid opening:** The Financial Bids of technically qualified tenders only will be opened after the detailed technical evaluation and the date, time & venue will be intimated.
11. **Bid Validity:** The **Bid Validity Period** for finalizing the Tender is 180 days from the date of opening of the Tender. Bid valid for shorter period will not be entertained but rejected.
12. All Tenderers, in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.

The General Manager, BSNL, Nagaland SSA reserves the right to disqualify such bidders who had a reason of not meeting the contractual obligations against earlier contract entered into with General Manager, BSNL, Nagaland SSA .
13. The company or firm or any other person is not permitted to tender if its/his/her relative(s) viz father, mother, husband, brother(s), sister(s), son(s), daughter(s) & all in laws working as a non executive in BSNL or working as executive(s) in SSA in this circle including Circle Office and other units and a certificate to this effect is to be produced.

Signature of the Tenderer.

**14.** No bidder shall try to influence the BSNL on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded. Any effort by a bidder to influence BSNL in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid and forfeiture of EMD.

**15.** Terms and conditions are enclosed.

AGM (Marketing),  
O/o GMTD,BSNL,Dimapur.

Signature of the Tenderer.



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

**Office of the General Manager, BSNL, Dimapur – 797 112**

Tender No : GMTD/NLD-SSA/MKTG/Hiring-Agency/Advertisement/2018-19/ dtd 9-7-2018

**Terms and Conditions**

1. The Tenderer is advised to go through the following terms and conditions carefully before filling up the tender form. Any tender which is not in conformity with the instructions or which is incomplete is liable to be rejected. Conditional tenders shall be rejected.
2. Tender form is not transferable. Tenders submitted by the Tenderers in their own Performa shall be rejected.
3. The person signing the tender or other documents shall indicate his full name below his signature and must specify in which capacity he has signed.
4. EMD (BID SECURITY):
  - (a) Bid Security (EMD) of ₹ 3750/- (Rupees three thousand seven hundred and fifty four only) along with the tender. The SSI / NSIC registered firms, who fulfill the stipulated monetary limit, are exempted from paying EMD.
  - (b) Mode of payment: The amount must be paid by Bank Demand Draft purchased from any Nationalized Bank/Scheduled Bank drawn in favour of the "Accounts Officer (Cash), O/o GMTD, BSNL, Dimapur payable at Dimapur.
  - (c) Refund: EMD of unsuccessful Tenderer will be refunded after finalization of the tender. EMD of successful Tenderer will be refunded after payment of SD or adjusted for the Security Deposit, after signing the agreement.
  - (d) Forfeiture: EMD is liable to be forfeited in case
    - (i) the Tenderer withdraws his tender after opening the tenders.
    - (ii) the successful Tenderer fails to furnish the Security Deposit within fifteen days after acceptance and fails to enter into agreement for the jobs/works described in the tender.
  - (e) No interest shall accrue on EMD.

**5. EVALUATION OF TENDERS:**

**A. Technical Evaluation:**

The tender shall contain all the relevant documents, shall be complete in all respects and shall be signed in all the pages. The tenders shall then be evaluated for its technical compliances of the items tendered.

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

The tenders qualified in the technical evaluation, will only be considered for the further evaluation of their financial bids and intimated accordingly.

**B. Financial Evaluation:**

- i. The bidder who quoted the lowest including taxes for will be considered as L1 bidder.

Signature of the Tenderer.



- ii. The L1 bidder shall be awarded total volume.
- iii. If there is discrepancy between the words and figures, the amount in words shall prevail. If the bidder does not accept the correction of errors, his tender shall be rejected and the EMD will be forfeited.

**6. SECURITY DEPOSIT:**

- a) The successful Tenderer has to furnish Security Deposit for an amount equal to 10% of the contractual value. The SSI / NSIC registration (current) certificate holders has to furnish Security Deposit for an amount equal to 5% of the contractual value.
- b) Mode of payment: Bank Demand Draft from any Nationalized Bank/Scheduled Bank. Alternatively, an amount of 10% as security deposit may be retained by the purchaser while making final payment.
- c) The security deposit will not bear any interest while in the custody of General Manager, BSNL, Nagaland SSA.
- d) Security Deposit will be released after satisfactory execution of the purchase order i.e., after the expiry of warranty period.
- e) Forfeiture: The Security Deposit is liable to be forfeited either in full or in part, and or Bank Guarantee will be encashed, if the successful Tenderer fails or neglects to perform any of his obligations under the terms and conditions of the tender.

**7. AWARD OF CONTRACT:**

General Manager, BSNL, Nagaland SSA, shall consider placement of letter of acceptance to the L1 bidder, whose offer has been found technically, commercially and financially acceptable. The bidder shall give his/her acceptance along with Security Deposit within 15 days from the date of issue of letter.

**8. AGREEMENT**

**The tender is valid for a period of 3 months** from the date of finalisation of L1 bidder. In case of necessity the tender shall be **extended for a further period of 3 months** on mutual agreement by General Manager, BSNL, Nagaland SSA and the contractor.

**9. LIQUIDATED DAMAGES:**

If the Tenderer fails to deliver the mentioned job the finalized tender will automatically lapse after 1 month, unless specifically extended and failure to deliver will result in forfeiture of entire security deposit and in addition black listed for three years.

**10. CANCELLATION:**

The General Manager, BSNL, Nagaland SSA, Dimapur reserves the right to cancel the letter of acceptance if the contractor fails to meet the specifications mentioned in Annexure, without prejudice to any other penal action he may choose to take against the contractor within the terms of this Tender Document. The General Manager, BSNL, Nagaland SSA shall not be held responsible for any loss or damage suffered by the contractor as a result of the cancellation of the letter of acceptance and work order.

**11. PAYMENT TERMS:**

Payment of bill will be made through RTGS/NEFT/Cheque by the "Accounts Officer (Cash), O/o GMTD, BSNL, Dimapur on receipt of the articles mentioned herein. CST should be specifically mentioned in the entire bill.

- 12. No extra charges will be payable for any modifications considered necessary during the execution of contract.**

Signature of the Tenderer.

**13. General Manager, BSNL, Nagaland SSA Rights:**

- a. General Manager, BSNL, Nagaland SSA Dimapur reserves the right to modify the terms and conditions and technical specifications before the issue of letter of acceptance to the successful Tenderer, if the existing circumstances warrant such changes in the opinion of The General Manager, BSNL, Nagaland SSA.
- b. The General Manager, BSNL, Nagaland SSA shall reject a tender offer determined as substantially non-responsive. The tender may be rejected if
  - i. Any correction is not initiated by the Tenderer who has been authorized to sign the tender.
  - ii. The tender form is not filled up completely and not signed in all the pages.
  - iii. Any or all the relevant documents is/are not furnished.
  - iv. In case of any deviation from original specification or terms & conditions, the clarification sought is not furnished within the specified time limit by the Tenderer.
  - v. Tender with any pre conditions.
  - vi. In case of partnership firm, the attested copy of authorization to sign the tender is not submitted
- c. The General Manager, BSNL, Nagaland SSA reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the BSNL's action.
- d. The General Manager, BSNL, Nagaland SSA reserves the right to reject any or all tenders without assigning any reason and it is not obligatory to accept the lowest tender.
- e. In the event of any failure to comply with any of the clauses of this tender notice, the tender is liable to be cancelled and EMD will be forfeited along with taking such other action as may be deemed fit by GMTD, BSNL, Nagaland SSA including blacklisting of the name of the Tenderers. No modification by the contractor in any of the conditions will be permitted after the tender is opened.
- g. The successful bidder shall accept to reduce the price of works due to change in the Government's policy on taxation etc., However General Manager, BSNL, Nagaland SSA shall not approve any upward revision in the price quoted and finalized.
- h. The General Manager, BSNL, Nagaland SSA may waive minor non-conformance or irregularity(s) in a bid, which does not constitute a major deviation, provided such a waiver does not prejudice or affect the relative ranking of the bid(s).

14. By participating in the tender by submission of the tender documents, the Tenderer is deemed to have accepted all the terms and conditions specified above.

21. **Near relative certificate.** A certificate in the proforma enclosed should be furnished. The Company or firm or any other person is not permitted to tender if its/his relatives viz father, mother, husband, son(s) & son's wife (daughter-in law) daughter(s) & daughter's husband (son-in-law), brothers & brother's wife, sisters & sister's husband (brother-in-law) working as a non executive in this SSA or working as executives(s) in all SSAs in this Circle including Circle Office and other units.

Signature of the Tenderer.

22. **Arbitration:** In the event of dispute or difference arising under this agreement or in connection therewith (except as to the matters, the decision to which is specially provided under this agreement) the same shall be referred to the sole arbitration of General Manager, BSNL, Nagaland SSA. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation ACT 1996.

There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in course of his duties as a Government servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred or being transferred or vacating his office or being unable to act for any reason whatsoever, Chief General Manager, NE-II Telecom Circle, Dimapur, shall appoint another person to act as an arbitrator in accordance with the terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessor. The place of Arbitration will be the place fixed by Arbitrator. All such arbitration proceedings shall be held in Dimapur.

23. **Force Majeure:** Neither contractor nor contracted shall be liable for any delay, default nor failure under this agreement if such delay, default or failure arises as a direct consequence of force majeure including strikes, lockout, war and civil unrest.

24. **SET OFF:**

Any sum of money due and payable to the bidder including security deposit refundable to him under this contract shall be appropriated by NLD SSA, BSNL, Dimapur and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by the bidder with NLD SSA, BSNL, Dimapur.

**AGM (Mktg),**

For General Manager, BSNL, NLD SSA Dimapur

Signature of the Tenderer.



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

**Office of the General Manager, BSNL , Dimapur – 797 112**

**Tender Document**

Tender No : GMTD/NLD-SSA/MKTG/Hiring-Agency/Advertisement/2018-19/ dtd 9-7-2018

**Rate Schedule for**

**TENDER for hiring of Agency for below the line marketing advertisement at retailers end in six locations in Dimapur town for display of BSNL products/services to enhance BSNL brand visibility in the town for a period of 3 months.**

**ANNEXURE-A**

Signature of the Tenderer.

## PRICE SCHEDULE

Rate is inclusive of all levies, GST, etc.

Sl. No	Job/Work Description	Rate/month in Rs. (all inclusive)	Total cost inclusive of all Taxes and all other Charges for three months from the date of finalization of the tender	
			In figures	In words
1	Tender for hiring of Agency for below the line marketing advertisement at retailers end in six main locations in Dimapur town for display of BSNL products/services to enhance BSNL brand visibility in the town for a period of 3 months.			
5	Total Amount			

**Signature of the Tenderer**

**Note:** This is only a format for price schedule and no price shall be filled up here. Price schedule should be submitted in a separate wax / PVC Tape sealed cover as **Financial Bid**.

**ANNEXURE-B**

Signature of the Tenderer.

## **TECHNICAL SPECIFICATIONS**

**TENDER for hiring of Agency for below the line marketing advertisement at retailers end in six locations in Dimapur town for display of BSNL products/services to enhance BSNL brand visibility in the town for a period of 3 months.**

Signature of the Tenderer.

**BID FORM**

To  
**The General Manager, Nagaland SSA,  
BSNL, Dimapur-797112.**

Dear Sir,

Having examined the conditions of contract and specifications, we, undersigned, offer to enter in to contract to perform the services in conformity with the conditions of contract and specifications for the rates mentioned in the price schedules attached herewith and made part of this bid.

We undertake, if our Bid is accepted, to execute the services of the jobs/works in accordance with time limits & terms and conditions stipulated in the tender document, on receipt of firm work orders.

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

We agree to abide by this Bid for a period of 3 months from the date fixed for Bid opening and it shall remain binding upon us and may be accepted to extend the period at any time before the expiry of that period.

Until a formal agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly wax sealed and prepared so as to prevent any subsequent alteration and replacement.

We also declare that the printed terms and conditions, if any on the backside of our tender quotation or any other paper enclosed are not applicable.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this .....day of ..... 2018

Signature of Authorized Signatory .....

In capacity of .....

Duly authorized to sign the bid for and on behalf of.....

Signature of the Tenderer.

**PERFORMANCE SECURITY BOND FORM**

1. In consideration of the Bharat Sanchar Nigam Limited, Nagaland SSA, Dimapur (hereinafter called the BSNL) having agreed to exempt ----- (hereinafter called the said Contractor(s) from the demand, under the terms and conditions of an agreement/ (work Order) No..... Dated ..... Made between ..... and ..... for the works/jobs of ..... (here in after called the said Agreement ), of performance security for due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for ..... we, (Name of the bank) .....(hereinafter referred to as „the Bank” at the request of

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

2. We (Name of the bank).....do hereby undertake to pay the amount 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 the contractor(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 as 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 .....

3. We under take to pay to the BSNL any money so demanded not withstanding any dispute or disputes raised by the contractors / supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for the payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We (name of the Bank)..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till .....(BSNL) certifies that the terms and condition of the said agreement have been fully and properly carried out by said the contractor(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of 18 months from the date here of, we shall be discharged from the all liability under this guarantee thereafter.

5. We (name of the Bank) .....further agree with BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the said

Signature of the Tenderer.



Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against and said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and We shall not be relieved from our liability by reason of any such variations, or extension being granted the said contracts or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said contract (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Dated the ..... day of ....., Two thousand seventeen

For.....  
(Indicate the name & Address of the bank)

Registered Mobile No.(s) .and E-mail IDs :

Witnesses:

- 1.
2. .

Signature of the Tenderer.

**Near relative certificate**

I, .....  
S/O.....

Hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL units as per definitions given in tender document. In case at any stage, if having found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as assumed fit / without any prior intimation to me.

Signature of the Tenderer

Signature of the Tenderer.

**DRAFT CONTRACT FORM (CF)**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2018

BETWEEN

General Manager, BSNL, Nagaland SSA having its office at 1<sup>st</sup> floor, Super Market Complex, Dimapur, which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns of the First Part.

AND

< \_\_\_\_\_ > which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and permitted assigns having its corporate office at <Office / communication address of the Bidder / Vendor> of the Second Part.

WHEREAS the contractor has tendered for providing services to BSNL, NLD SSA, Dimapur.

General Manager, BSNL, NLD SSA as per the terms and conditions mentioned in the Annexure I of the Request for Proposal and the all subsequent corrigendum's published document, at a value as per the Commercial Bid submitted in response to the NIT. Whereas such tender has been accepted and the contractor has deposited / provided Bank Guarantee to BSNL, for the sum of ₹ 5%.....as security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

The General Manager, BSNL, NLD SSA has accepted the contract on the terms and conditions set out in the tender GMTD/NLD-SSA/Limited Tender/Mktg/Advertisement/2018-19/ dtd Refund of deposit shall be based on the timelines, terms and conditions as has been specified in the document and shall form a part of the contract. In absence of any timeline specified the deposit shall after the expiration of 12 months from the date of efflux of the contract, be returned to the contractor but without interest and after deducting there from any sum due by the contractor to General Manager, BSNL, Nagaland SSA under the terms and conditions of this agreement.

This agreement shall remain in force until the expiry of 6 months from the date of entering into the contract but General Manager, BSNL, Nagaland SSA may cancel the contract at any time upon giving one months' notice in writing without compensating the contractor.

In witness whereof the said Contractor hath set his hand hereto and the General Manager, BSNL, NLD SSA.

General Manager, BSNL, Nagaland SSA has affixed his hand and seal thereto the day and year first above written. All terms and conditions as specified in the tender document, clarifications issued and corrigendum issued as has been mentioned above in the document shall stand in force unless has been expressly agreed to in writing by both the parties.

The General Manager, BSNL, Nagaland SSA shall be responsible to abide and shall be liable to deliver at bear minimum to the requirements/deliverables as has been specified to in the document, clarifications issued and corrigendum issued as has been mentioned above and any higher deliverables as has been committed to by the Contractor in the Proposal or any subsequent document submitted to & accepted by the General Manager, BSNL, Nagaland SSA as part of award of the Contract.

The Successful Bidder shall take steps to meet the warranty obligations during the warranty period of the products.

Signature of the Tenderer.

(2)

The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

(a) Reference to be drawn to all relevant documents such as RFP, Clarifications, Corrigendum, Technical Bid, Letters from Contractor accepting abidance by RFP

IN WITNESS whereof the parties hereto have signed this on the \_\_\_\_\_day, \_\_\_\_\_month and \_\_\_\_\_year first herein above written.

Signed, sealed and delivered

By

For General Manager, BSNL, Nagaland SSA.

By

For and on behalf of "< \_\_\_\_\_ >"  
Witnesses:

(1)

(2)

Signature of the Tenderer.

**SELF DECLARATION FORM FOR NOT HAVING PENDING CASES IN COURT OF LAW**

To

The General Manager, BSNL, Nagaland SSA,  
Super Market, Dimapur-797 112

Dear Sir,

I hereby declare that there are no pending cases against M/s \_\_\_\_\_

\_\_\_\_\_ (Name & Address of Bidder)

with NLD SSA, Dimapur or any other court of law.

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

Place:

Date:

Signature of the Tenderer.

**NOTARIZED AFFIDAVIT**

Undertaking

We M/s \_\_\_\_\_ (Name of the Bidder) having head office at \_\_\_\_\_ undertake the following

1. We M/s \_\_\_\_\_ (Name of the Bidder) are not blacklisted by the Central Government, State Governments or Government Corporations in India.

2. We further undertake that our dealer(s) M/s \_\_\_\_\_ (Name of dealers) having office at \_\_\_\_\_ is/are also not blacklisted by the Central Government, State Governments or Government Corporations in India.

Signed on behalf of M/s \_\_\_\_\_ (Name of Bidder)

Place:

Date:

Signature of the Tenderer.

## CHECK LIST

Tender No. GMTD/NLD-SSA/Mktg/Hiring Agency/Advertizement/2018-19 dtd

SL.NO.	Details	Checked (Yes or No )
1	Whether Tender document submitted duly filled and signed by the Tenderer	
2	Whether price schedule duly filled and submitted	
3	In case of firm, whether copy of certificate of Registration of firm is enclosed	
4	Dealership certificate	
5	Tender fee	
6	Whether DD/ Banker' s cheque towards EMD (Bid Security) or current NSIC/SSI Certificate is enclosed	
7	Whether clause-by-clause compliance of Terms & condition and Technical specification are furnished	
8	Whether Certificate towards Non employment of Bidder' s Near Relatives in BSNL enclosed	
9	Whether details of service support are furnished	
10	Self-declaration certificate in given format for not having any pending case either with GoM or in any court as in Annexure G	

Signature of the Tenderer.