



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

**Office of the General Manager, Nagaland SSA,
Super Market, Dimapur-797112**

BID DOCUMENT

LIMITED TENDER

**For erection of 21 Metre Three Coupled MARR Mast
Tower at Xeloshe (Naga United), Mon BSNL IB,
Thahekhu Main Village under Nagaland SSA.**

**Tender No: GMTD/NLD/DE-MOB/DMP/Ph-VII Add On/MARR/Pt-I/02
Dated at Dimapur: 26.06.2019**

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BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

OFFICE OF THE GENERAL MANAGER, NAGALND SSA, DIMAPUR -797112

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Dated at Dimapur: 26.06.2019

SECTION – I

NOTICE INVITING TENDER

For and On behalf of BSNL, Properly Sealed (by PVC tape/ Sealing wax) Item Rate Tenders are invited by the DE(Mobile), Office of the GMTD.BSNL Dimapur Nagaland SSA from willing and experienced BSNL approved contractors for the work of **erection of 21 Metre Three Coupled MARR Mast Tower at Xeloshe(Naga United),Mon BSNL IB, Thahekhu Main Village under Nagaland SSA** as per the following items:

Name of the Work: **Erection of 21 Metre Three Coupled MARR Mast Tower at Xeloshe (Naga United), Mon BSNL IB, Thahekhu Main Village under Nagaland SSA.**

Area	Description of work	Number of Three coupled MARR Mast tower	Estimated cost of work (in Rs.)	Cost of bid document (Non-refundable)	Bid Security (EMD) (in Rs.)	Period of completion of Work after issue of work order
Nagaland SSA	Erection of 21 Metre Three Coupled MARR Mast Tower at Xeloshe (Naga United), Mon BSNL IB, Thahekhu Main Village under Nagaland SSA.	03	Rs. 7,77,030/- (GST @ of 18% extra)	Rs. 590/-	Rs.19426/-	30 DAYS

1. Cost of Tender Document: Rs. 590/- (By DD of any Nationalized/Scheduled Bank/ACG-67, in favour of Accounts Officer(Cash), O/o GMTD,BSNL Dimapur Nagaland SSA).
2. Sale of tender documents: The tender documents will not be sold physically. The same has to be downloaded from website: www.ne2.bsnl.co.in. During the submission of bid Demand Draft of Rs.

590/- (Rupees five hundred ninety) only has to be accompanied with the bid document failing which the bid will be rejected summarily.

3. Time and last date of submission of Bids: 15.07.2019, 1400 hrs
4. Time and date of opening of technical bid documents: 15.07.2019, 1500 hrs
5. Financial Bid Opening Date: The date & time of opening of "Financial Bid" shall be conveyed to all the bidders who have qualified in technical bid.
6. Venue: **Office chamber of DE (Mobile), O/o GMTD, BSNL, Dimapur.**

The intending contractors/bidders are requested to take note of the followings:

I. NSIC VENDORS bidders registered with National Small Scale Industries Corporation, Govt. Of India, having a monetary limit not below the total bid value may claim exemption from payment of cost of tender form & EMD. They should produce documentary evidence showing that the firm is registered with NSIC for the items tendered for.

II. The tender, which is not accompanied by the requisite cost of the Tender document and Bid Security (EMD), shall be summarily rejected.

III. Bid Validity Period: Validity of Bid offer for acceptance by BSNL: **150 days** from the tender opening date and for further extension of 120 days

IV. If the last date of selling / dropping and opening falls on a holiday or bandh, then this date will be deferred to the next working day. However, the time fixed will remain same.

V. Tender will not be accepted/received after expiry date and time.

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

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

Envelope	Marked on the Cover	Contents of the Envelope
First	Bid Security(EMD)	Containing Bid Security as per Clause 3 of section IV
Second	Technical Bid	Containing documents as per clause 1. 2 of section IV except bid security
Third	Financial BID	Rates duly quoted by the bidder in the prescribed format

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

VII. The qualified Tenderer will have to deposit an amount @10% of the estimated cost or the quoted amount whichever is higher as Performance Security Deposit at the time of executing agreement with the BSNL. The EMD of the successful bidder shall compulsorily be converted in to security deposit & rest 8% amount Security Deposit will be deducted from running/ Final Bills. Thus total security deposit will be 10%.

VIII. Incomplete, ambiguous, conditional, unsealed tender bids are liable to be rejected.

IX. 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.

X. The rates quoted by the agency shall be including of all types of taxes / levies / duty including service tax but excluding GST which will be paid on submission of GST invoice.

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

Divisional Engineer (Mobile)
O/o the GMTD, BSNL, Nagaland SSA
Dimapur-797112

Copy to:-

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

SECTION - II
INSTRUCTION & GUIDELINES TO BIDDERS

1.0 DEFINITIONS:

The contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the BSNL and the CONTRACTOR together with the documents referred to therein including the Conditions of CONTRACT, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.

In CONTRACT, the following expressions shall unless where the context otherwise referred, have the meaning hereby respectively assigned to them.

(a) The expression "WORKS" or "WORK" shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original altered, substituted or additional.

(b) The "SITE" shall mean the land and/or other places on into or through which work is to be executed under the contract an adjacent land, path or street through which work is to be executed the CONTRACT or an adjacent land path or street which may be allotted or used for the purpose of carrying out the contract

(c) "Site Engineer" shall mean Sub-Divisional Engineer of the BSNL who may be placed by the Divisional Engineer as in-charge of the work at site at a particular period of time.

(d) The "CONTRACTOR" shall mean the individual or firm or company whether incorporated or not undertaking the work and shall include the legal personal representative or such individual or the persons constituting such firm or company or the successors of such firm or company and the permitted assignees or such individual or firm or company.

(e) The "ENGINEER-IN-CHARGE" means, the Divisional Engineer who shall supervise and shall be In-charge of the work, at any time or who shall sign the CONTRACT on behalf of BSNL.

(f) The "BSNL" will mean the BHARAT SANCHAR NIGAM LIMITED (A GOVERNMENT OF INDIA ENTERPRISE).

(g) All references of:-

i) BSNL.

ii) Chief General Manager, NE-II.

iii) General Manager.

iv) Divisional Engineer/AGM.

v) Sub-Divisional Engineer.

vi) Junior Telecom Officer.

vii) Accounts officer.

viii) Junior Accounts Officer

in various clauses shall be taken to mean :

(i) BHARAT SANCHAR NIGAM LIMITED (A GOVERNMENT OF INDIA ENTERPRISE).

(ii) to (viii) The Officers, in their respective Grades/Groups employed in the BSNL by whatever designations are assigned to them from time to time and who may be In-charge of direction, execution, supervisions, testing, acceptance, maintenance of claims, from time to time and includes their successors in office.

Words imparting the singular number include the plural number and vice-versa

1.1 The contractor must carefully read all the terms, conditions and specifications before filling up the tender scheduled rate/amount. The tender schedule is to be read in conjunction with specification of work instructions & guidelines to tenderer & other documents and the tenderer shall be deemed to have carefully examined all these documents. It is further understood and agreed that the contractor, by the configuration of the ground, the site conditions, the labour condition prevailing thereof, the detailed description of the work to be done and the way in which they are to be carried out within time schedule and all other matters which can in any way effect the works are to be read together and not in isolation.

Any clarification on the details of work can be obtained from concerned DE/AGM/SDE.

1.2 Tenderer should survey on his own for assessing thoroughly every meter for which, he/she offering to carry out the work as per specifications, considering work for the sub-sections as a whole. For this purpose, they are required to take into account type of soil, topography, nos. of road crossing/railway crossing, no. of bridges/culvert along the road, brick soling, set stones, concreting and any other associated work whatsoever. No subsequent change in type of soil the rate/amount quoted in the tender, will be entertained under any circumstances. It will be assumed that tenderer has assessed all above stated conditions and unforeseen situations before quoting the final rate/amount.

1.3 It is understood that the contractor has inspected the site including the soil conditions and the surrounding in connection with the execution of the work specified and has satisfied himself by careful examination before his tender offer as to the nature of the surface strata soil, sub-soil & ground, the form and nature of the site and local condition, the quantities, nature and the magnitude of the work, the means of access to the supply of power and water thereto and the accommodation, he may require and has made local and independent enquiries and implied in connection therewith and has considered the nature and extent of all possible stipulations, delays, interference or hindrances to or with the execution and completion of the works to be carried out under the contract and has made his own estimate in respect thereof and has examined and considered all other matters, conditions and things and all probable and possible contingencies and generally all matters incidental thereto and ancillaries thereof affecting the execution and completion of the works and which might have influenced him in making his offer. The offered rate will be considered to cover all conditions stated above, particularly those bearing upon transportation, handling and storage of materials, availability of labour, water, power and roads and uncertainties of weather, river stages or similar physical conditions at the site, the confirmation and conditions needed preliminary to and during the execution of the work.

1.4 Amount should be quoted both in words & figures. In case of dispute, the rate quoted in words will be treated as final for evaluation purpose.

2. No tender will be received in person by the DE/AGM or any other staff subordinate to him. Any tenderer wanting to deliver the tender in person should deposit the tender in the tender box kept in the office of the AGM (Pig), BSNL Dimapur. Tender will be received also by registered /speed post on or before scheduled time .The tender received after scheduled time will not be considered and BSNL is not responsible for such delay .The slit of the tender box will

be sealed immediately after the specified time for receipt of tender is over. Any tender presented in person by any contractor or his representative after the tender box is sealed will not be received by the DE/AGM or by any of the sub-ordinate.

3.1 The contractor shall investigate fully all hazards and safeguards against them and the contractor must provide for the protection of person, animals and property etc.

3.2 Any failure by the contractor to do so shall not relieve him of responsibility for estimating properly the difficulty or cost of completely and satisfactorily performing the contracted work.

3.3 The BSNL assumes no responsibility whatever for any oral understanding or representations made by any of its officers or agents or servants prior to the execution of the contract, and all previous negotiations and understanding are hereby cancelled.

3.4.1 The contractor shall be well aware of the soil condition on the route of excavation and cable laying and shall take due precaution at his own cost for the protection of the cables.

4.0 EXTRA WORK:

4.1 The quantum of work as shown in the NIT and Section-V may increase or decrease as per the actual site condition during execution of the works. Contractor cannot claim the whole quantity of work as a matter of right and award for any quantity of work will be as per the discretion of DE(Mobile) or his authorized officer. The Quantum of work may vary during execution at sites.

4.2 If the quantum of work done by contractor is less than the volume mentioned in tender document (in Section-V) amount to be paid to the contractor will be reduced proportionately.

4.3 If any excess quantum of work is encountered during execution other than the volume mentioned in the tender document (Section-V) the contractor will have to take permission/instruction from the BSNL before execution of such extra work by a written notice to the BSNL intimating such work(s).

4.4 The AGM/DE in-charge will give written permission/instruction to the contractor for execution of any excess quantum of work beyond the volume mentioned in the Section -V of the tender document only after obtaining written approval from competent authority after completion of joint verification report by committee duly approved by competent authority.

4.5 Any increase in the volume of work(s) beyond that given in Section-V will be paid to the contractor at the rate(s) quoted/scheduled, whichever is lowest, provided such a claim is made only after written approval from the competent authority.

5. PROTECTION OF LIFE & PROPERTY AND EXISTING FACILITIES:

(a) At the time of execution of works, if injury/accident/death is caused to any worker employed by the contractor or to any other person, the contractor shall be solely responsible and will have to pay compensation for the same. The BSNL will not be responsible for such incidents.

(b) The contractor shall take due precautions to avoid damages to any Public Utility System/Structures, either underground or over ground, like water pipes, gas pipes, telephone or electric cables, poles & posts, culverts, bridges or any other ground structures like building/walls/fencing.

(c) The contractor shall be solely responsible for all expenses for and in respect of repairs and/or damage occasioned in the above three (3) clauses. The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid to the claimant by the contractor together with such additional sums necessary to liquidate the personnel or property damages, resulting there from.

(d) The contractor will be fully responsible for taking all possible safety precaution during preparation for and actual performance of the works, and for keeping the construction site in a reasonable safe condition. The contractor shall protect all the life and property from damage or losses from his construction operation and shall minimize the disturbance and inconvenience to the public.

(e) In this connection, the attention of the contractors are drawn to the safety measures and inter utility code of conduct while safely carrying out the work and also detailed Engineering Instructions enumerated in this tender document which the contractor shall obtain in writing from the BSNL.

(f) The contractor shall be solely liable for all expense for and in respect of repairs and/or damage caused by injury of or damage to such underground and above structures or other properties and undertake to indemnify and keep indemnified the BSNL. from and against all action, case of actions, damages, claims and demands whatsoever either in law or in equity and all losses and damages and costs inclusive between attorney and client, charges and expenses in connection therewith and/or incidental thereto. The contractor shall take all responsibility for protecting all such existing other pipe lines and cables and shall be responsible for protecting all such existing pipe lines, poles, electric lines, sewers, cables or other facilities from damage by the contractor's operation in connection with the work. Any damage incurred shall be promptly repaired by the contractor without cost to the BSNL.

6. The contractor shall not engage any BSNL employee for getting the job executed.

7. The BSNL does not undertake any responsibility for providing employment/ any other facility to the labourers employed by the contractor.

8.1 . The BSNL will issue the required tower materials in required quantity to the successful Contractor for execution of the work awarded.

Any other material required for execution of the work is to be arranged by the contractor at his own cost. The contractor shall be responsible for the transportation, storage and safe custody of all materials issued to him/her by the BSNL. The contractor shall satisfy himself regularly the quality and quantity of materials supplied to him and he/she will be responsible for any subsequent deterioration and discrepancy (inclusive of theft) in the quality/quantity of the materials. In case of short supply of BSNL materials/stores as above, the contractor is liable to keep in touch with the concerned DE/AGM/SDE to recoup the short materials/stores.

8.2 The contractor shall ensure that only the required materials are got issued, upon Completion of work the contractor shall return the unused materials to the BSNL at latter's designated store in good condition, free of charges, The empty cable drums would be returned to the concerned BSNL store.

8.3 The contractor while taking delivery of materials issued by the BSNL shall check before taking them over. Once the materials are made over to the contractor, it shall be his responsibility for safe custody till commissioning and taking over of the completed work by the BSNL. Any pilferage, damage etc. to the materials, furnished by the BSNL shall be at the risk and cost of the contractor.

9. Upon satisfactory completion of all the works, as per the work order, full check for completed work will be done by the concerned JTO/SDE (Site in-charge) of the work and test check by the concerned Divisional Engineer or higher officers of the BSNL.

10. The contractor will be required to carry out A/T of completed work as per specification of tender by the officer nominated by the BSNL. The contractor shall be required to correct all defects, which becomes evident at any time. The cost of all such repairs and corrections shall be borne by the contractor himself.

11. Payment for execution of work will be made by the BSNL only after satisfactory completion of the work as per the specification of the tender to the satisfaction of the BSNL, No payment for incomplete works will be considered by the BSNL.

12. The work will be carried out by the contractor under the supervision of the Sub-Divisional Engineer in capacity of site in-charge and his sub-ordinate official not below the rank of Junior Telecom Officer to ensure that the work is done conforming to the specifications.

13.1 PAYMENT

A. Submission of bills:

a) The bill is to be prepared & should be submitted work order wise on regular bases within one month from the date of completion of work. The bill shall be prepared at approved item rates.

b) The contractor shall prepare the bills in triplicate and submit the bills to S.D.E. in-charge of work. The bills shall be prepared accurately and after acceptance and testing of all the items involved in the work.

c) Any liquidated damages or penalties due shall also be recoverable from the bills submitted by the contractor.

d) It will be the responsibility of SDE/SDO who is in charge of work, DE in charge and contractor to ensure that

- The bills are submitted regularly as and when work of a work order is completed
- No bills remain pending after three months from the date of expiry of tender validity period.

e) Concerned SDE/SDO who is in charge of work will accept only those bills which are completed in all respect

The payment will be made as follows:-

Sl.No	Amount of work completed	Payment to be made
1.	100% of the total work completed	95% of the cost of the work.
2.	After clearance of A/T	Remaining 5%.
3.	12 months after final acceptance of A/T	(Release of 10% Security Deposit)
4.	For any incomplete work	No payment will be released.

(B) In the above calculation the total work means the completion of works in all respects in the sub-section specified. The cost of the work in a given sub-section will be the cost arrived on pro-rata basis.

13.2 The bill will normally be paid within 45 (forty five) days on submission of the bill after deduction of Income Tax,. The paying authority is the A.O (Cash), O/o the GMTD, BSNL Dimapur Nagaland SSA.

14. The execution of the work will normally be done as per the specification of work. However, at the time of actual execution if the situation demands some deviations in the work execution (mode of work), the work has to be carried

out by the contractor as per the written directives of the site in-charge. Such contingency shall be deemed to have been provided for in the rate/amount quoted and as agreed above.

15. In case loss of any materials supplied to the contractor, the contractor shall pay the cost of the materials lost or substitute the same at his cost. Alternatively the same will be adjusted against the amount due to be paid to the contractor by the BSNL and/or security deposit. After satisfactory completion of the work, the contractor shall return all the balance materials issued to him/her by the BSNL at the concerned BSNL stores at his own cost.

16. INSURANCE

Without limiting any of the contractor's obligations or liabilities, the contractor shall, at his own expenses, take and keep comprehensive insurance including third party risk, for plant machinery, materials etc. brought to the site and for all the work during the execution. The contractor shall insure the materials issued from the BSNL for the execution of the work for an amount not less than Rupees fifty thousand covering the period of contract. The contractor shall also take out workmen's compensation insurance as required by law and undertake to identify and keep indemnified the BSNL from and against all manner of claims, demands and damages and other charges and expenses that may arise in regard to the same or the BSNL, may suffer or incur with respect to and or incidental to the same. The contractor will have to furnish all such related documents within 15 days of being called upon to do so if the Divisional Engineer desire for any reason whatsoever.

17. Compliance with laws and regulations:

During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land, all applicable bye-laws, Rules, Regulations and orders and any other provisions having the force of law made or promulgated/deemed to be promulgated by the Govt., Govt. agency or BSNL, Municipal Board or other authorized body.

18. INDEMNITIES:

i) The contractor shall at all times hold the BSNL harmless and indemnify from/ against all actions, suits, proceedings, works, cost, damage, charges, claims and demands of every nature and descriptions brought or procured against the BSNL, its officer and employees and forth with upon demand and without protest 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 contractor's obligations or in protecting or charge and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s) including employees of the contractor or damage to property resulting from or arising out of or in any way is having connection with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the BSNL or pay to the BSNL for the wit on demand without protest or demur all cost, charges, and expenses and loses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by contract.

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

19 METHOD & MANNER OF PERFORMACE:

The contractor shall be independent contractor and shall have complete charge of the men engaged in the performance of the work to be performed hereunder and shall perform the works in accordance with his own method and at his own risk subject to the compliance with the contract documents. The contractor shall throughout the

stipulated period of the contract execute the works in the best and most substantial workman like manner, and both as regards materials and otherwise in respect, in strict accordance with the contract documents or such other additional particulars, instructions and drawings as may found requisite to be given during carrying in the works, enforce good order among his employees and shall not employ on the works any unfit person or any one not capable or not properly qualified to properly perform the work assigned to him. The contractor shall also not employ in respect of the works or continue to employ in respect of the works any employee that the BSNL may for any reason object to.

20 GUARANTEES :

In addition to any and all other guarantees and warranty mentioned in the contract documents, the contractor guarantees that the entire work will be done in a satisfactory manner free from any defects in workmanship and finish and in conformity in all respects with the specifications and directions. The contractor also undertake to repair or replace, as the case may be at his own cost and risk any part of the work which may damage or that may develop any defects due to bad workmanship or otherwise due to the fault of the contractor within a period of six months after the written final acceptance of the work by the BSNL.

21. TAXES & DUTIES :

Contractor shall pay all rates, levies, fees, royalties, sale taxes and duties payable or arising from, out of, by virtue of or in connection with and/or incidental to the contract or any of the obligations of the parties in terms of the contract document and/or in respect of the works or operation(s) or any part thereof to be performed by the contractor and the contractor shall indemnify and keep indemnified the BSNL, from and against the same or any default by the contractor in the payment thereof.

22. BREACH OF CONTRACT :

The BSNL may without prejudice to this right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claim damages in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:

23.1 If the contractor having been intimated by the BSNL by a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper workman like or omit to comply with the requirement of such notice for a period of 15 (Fifteen) days thereafter or if the contractor shall delay or suspend the execution of the work so that in the judgment of the officers of BSNL (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he had already failed to complete the work by that date.

23.2 If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up/or if a receiver or a manager on behalf of stances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

24.3 If the contractor commits breach of any of the terms and conditions of this contract.

25.1 When the contractor has made him liable for action under any of the aforesaid, the BSNL shall have power:

a) To determine or rescind the contract as aforesaid for which termination or recession, notice in writing to the contractor under the hand of the BSNL shall be conclusive evidence. Upon such determination or recession the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL.

b) To employ labour paid by the BSNL and to supply material to carry out the works or any work debating the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the officers of the BSNL shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respect in the same manner and the same rates as if it had been carried out by the contractor under the terms of the contract. The certificate of the BSNL officers as to the value of the work done shall be final and conclusive against the contractor, provided always that action under the sub clause shall only be taken after giving notice in writing to the contractor provided also that if the expense incurred by the BSNL are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.

26.1 In the event any one or more of the above courses being adopted by the BSNL, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract, and in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto to or actually performed under this contract unless and until the BSNL has certified in writing the performance of such work and the value payable in respect thereof and he shall only be paid the value so certified.

27. INSPECTION & MEASUREMENT:

27.1 All the work or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the BSNL officers, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the DE or his sub-ordinates to visit the works shall have been given to the contractor either himself be present to receive order and instructions, or have a responsible agent duly accredited in writing present for that purpose. Order given to the contractor's agent shall be considered to have the same force as if they have been given to the contractor himself.

27.2 The contractor shall give reasonable notice in writing to the site in-charge of the work site before covering up or otherwise placing beyond the reach of measurement any work order that the same may be measured and correct dimension thereof be taken before the same is so covered up or placed beyond the reach the measurement any work with the consent in writing of site-in-charge of the work without such notice having been given or the site in-charge's consent being obtained the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

27.3 If any unforeseen work is encountered which may be taken as extra work other than the items specified in the work details under Section V, the contractor shall bring it to the notice of the BSNL in writing before execution of such work. The competent authority in the BSNL will decide and give final decision regarding execution and payment for such work which will be binding on the contractor

27.4 Any technical dispute related to unforeseen work shall be referred to the BSNL.

28. The contractor will abide by all clauses stipulated in the specification of the work, instructions to the Tenderer (bidder) and other documents enclosed with the tender document in question.

29. In case of dispute in respect of any clause, the case will be referred to the Arbitrator. The decision of the arbitrator will be final and binding to both parties.

30 The arbitrator for the purpose of this agreement will be the Chief General Manager, NE-II Telecom Circle, Dimapur or any officer authorized by him.

31 Any legal matter in execution of the contract will be under the jurisdiction of the Honourable Guwahati High Court, Kohima Bench.

32 FORCE MAJEURE

(a) In the event of either party being rendered unable by force majeure to perform this contract, then the obligation of the party affected by such force majeure shall be suspended for the whole period during which such cause lasts and until normal operation are resumed. Should this contract be suspended by force majeure, then a corresponding extension of the completion date shall be automatically granted. The occurrence of a cause of force majeure, however, shall not relieve the BSNL and its obligations to make payments to the contractor for the work satisfactorily executed prior thereto. The term force majeure as employed herein shall mean Act of God, war declared or undeclared, hostilities, enemy actions, revolts, riots, legal lock outs and illegal strikes, flood, forest fires, major fire explosions, earthquakes, epidemics, sabotage, extra ordinary Act and Regulations of the central or state government or Municipal bodies. Upon the occurrence of such cause and its termination, the party rendered unable as aforesaid shall notify the other party in writing within 72 hours of the beginning and ending dates, giving full particulars and evidence.

(b) The contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by the BSNL or deemed advisable on account of force majeure conditions.

33. COMPENSATION FOR DELAY (LIQUIDATED DAMAGES):

33.1 The time allowed for carrying out work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the fifteenth day after the date on which the order to commence the work is issued to the contractor or from the actual date of commencement of the work which shall not be later than 15 days from the date of award of the work order whichever is earlier. The work, throughout the stipulated period of the contract, shall be proceeded with all due diligence and the contractor shall pay as compensation due to delay on part of the contractor. L.D will be worked out as follows provided that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10%(ten per cent) of the estimated cost of the work.

$L.D = 0.25\% \times \text{Estimated or contracted amount whichever is higher} \times \text{No of days (delay)}$

33.2 In the event that the time scheduled have been altered at a certain stage of the work on request from the contractor as mentioned in the preceding paragraph does not imply that whatever liquidated damages have accrued up to the date of revision is not realizable from the contractor. Further the BSNL is also at liberty to cancel the work order at risk and cost of the contractor without assigning any reason to the contractor if the work is delayed beyond the stipulated period and further extension is not sought for/granted.

33.3 In case of slow progress of the work by any contractor, and the BSNL interest does not permit extension of time limit for the completion of the work, the Divisional Engineer will have full right to order that the scope of the contract may be restricted to a fraction of the whole work and to get the balance of work done by BSNL or to award the work in the balance portion by calling for fresh tenders or to cancel the remaining works as is convenient or expedient to the BSNL.

33.4 In such an event no compensation shall be payable by the BSNL to the contractor towards any inconvenience/loss that may be subjected to as a result of such an action by the BSNL.

33.5 Liquidated damages for delay of the work shall be recoverable from the bills of the contractor and/or by adjustment from the Performance/ Material security deposit at the discretion of the Divisional Engineer.

33.6 Notwithstanding anything contained in the above clause and its sub-clauses any amount which become due and recoverable from the contractor on account of liquidated damages or on account of any matter relating to this contract, shall be recoverable from any sum that is due to or any sum thereafter may become due to the contractor out of this contract or any other contract with the BSNL.

33.7 In case if the contractor does not turn up to complete the work even after extension / modification of time schedule, the work will be automatically cancelled without further notice to the concerned contractor by forfeiting all the security deposits etc. and no payment will be released even for the portion of work carried out for any of such sub-section.

34. VERIFICATION OF DOCUMENTS AND CERTIFICATES:

The bidder will verify the genuineness and correctness of all documents & certificates, including experience /performance certificates, issued either by the bidder or any other firm/associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

As per the requirement of the tender's conditions if any document/paper /certificate submitted by the participant bidder is found to be false / fabricated /tampered/manipulated at any stage during bid evaluation or award of contract, then the bid security of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm. In case contract has already awarded to the bidder then PBG would be forfeited. & the contract would be rescind /annulled and BSNL would be at liberty to procure the ordered goods and services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm.

35. COURT JURISDICTION:

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

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

“This Contract/WO is subjected to jurisdiction of Court at Dimapur only”.

SECTION-III
SPECIFICATION OF WORKS

1. GENERAL: - The work involves erection of 21 M Three coupled MARR Mast Tower, construction of Tower foundation, Tower earthing, construction of DG base foundation, etc. The contractor shall be fully responsible for safe custody of the materials supplied to him/his representatives, till work in the entire sub-section is completed and the completed work is taken.

Concrete tower foundation with triangular base of 7.5 X 7.5 X 7.5 feet and 1 feet high using 12mm main sariyas and 10mm other member of the frame. At three vertex of triangular foundation, triangular concrete column of size 3 feet arm are to be erected with 09 sariyas of 12mm and 6mm sariyas of winding at every 6 inch. The columns are to be terminated at 6.5 feet from base by folding top ½ feet sariyas of column and grouted within column. The foundation is to be closed with single layer bricks and masonry work.

Tower erection work includes the erection of complete tower. Tower material includes tower legs, members, with fabrication work. MARR tower segments only will be supplied by BSNL. Other materials including nuts & bolts and G.I angle iron of appropriate size for coupling of the mast (tower) are to be arranged by the vendor. Further, the vendor has to arrange transportation of the MARR tower segments from BSNL store at Dimapur/Alichen Store Mokokchung to the specific site, where it is to be erected. The erection will be done as per drawing of the tower provided by BSNL.

SECTION -IV

INSTRUCTIONS TO THE BIDDERS WHILE SUBMITTING TENDERS

(The documents are to be attested, serially numbered and attached with the bid)

1. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

1.1. ACG-67 or Bank draft drawn in favor of Account Officer (Cash), O/o the GMTD, BSNL Dimapur Nagaland SSA towards Earnest Money Deposit (EMD) as specified in the NIT. (Para 1, Section-I of Tender Document)

1.2. Tender document(s), in original, duly filled in and signed by bidder or his authorized representative along with seal on each page. All corrections & overwriting must be initialed with date by bidder or his authorized representative. Each and every pages of the technical & financial Bid should be stamped and signed.

1.3. Declaration of tenderer dully filled in, as per section-VII of the Tender document.

1.4. Bidder's Profile dully filled in, as per section-VIII of the Tender document.

1.5. Experience certificate in support of having executed Tower Erection or similar nature of works as per Section-I of NIT of Tender Document.

1.6 Copy of Current license from the Labor Commissioner as proof of Labor Contract.

1.7 Copy of Current Service Tax Registration Certificate. In the name of the bidder issued by competent authority

1.8 Copy of the valid trade license /Registration of the firm. Authenticated copy of partnership deed, in case of partnership firm.

1.9. Solvency certificate from the banker of the bidder up to works costing Rs.20 Lakhs is 2 Lakhs and for work costing more than Rs.20 Lakhs is Rs.5 lakhs. The solvency certificate shall not be older than the date of issue of NIT.

1.10. Copy of PAN card in the name of the bidder.

1.11. Original "Power of Attorney" in case person other than the bidder has signed the tender documents.

1.12. Declaration regarding relatives working in BSNL as per Section XI

Following points are to be noted by the Bidder/Tenderer.

I) All above documents should be attested by Gazetted Officer

II) Incomplete, conditional tenders and tenders not conforming to the conditions of the NIT will not be accepted by the BSNL

III) Tender documents received not properly sealed are liable to be rejected

2. COST OF BIDDING: The bidder shall bear all costs associated with the preparation & submission of the bid. The corporation, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process

3. BID SECURITY:

3.1. The bidder shall furnish, as part of his bid, a bid security (EMD) as specified in the NIT. No interest shall be paid by BSNL on the bid security for any period, what so ever.

3.2. Bid Security shall be paid in the form of D. D. issued by a nationalized / scheduled bank, drawn in favour of "Accounts Officer (Cash), O/o the GMTD,BSNL Dimapur Nagaland SSA" and Payable at Dimapur

3.3. A bid not secured in accordance with Para 3.1 & 3.2 shall be rejected by the Corporation as non-responsive.

3.4. The bid security of the unsuccessful bidder will be returned after acceptance of the tender. In case, the tender is cancelled, E.M.D will be released to all the participants in due course.

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

3.6. The bid security shall be forfeited:

If a bidder withdraws his bid during the period of bid validity specified in the bid document

(OR)

If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the department.

4. BID PRICES:

4.1. Prices shall be quoted by the bidder given in schedule of rates (Financial Bid). Prices quoted at any other place shall not be considered.

4.2. The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

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

4.4 Impracticable and abnormally high / low offer in the opinion of the BSNL will be summarily rejected without assigning any reason or whatsoever.

5 METHOD OF PREPARATION OF BID :

5.1 Bid for each tender should be submitted in three envelopes placed inside a main cover. These envelopes should contain the following:

Envelope	Marked on the Cover	Contents of the Envelope
First	Bid Security(EMD)	Containing Bid Security as per Clause 3 of section IV
Second	Technical Bid	Containing documents as per clause 1. 2 of section IV except bid security
Third	Financial BID	Rates duly quoted by the bidder in the prescribed format

On all these envelopes the name of the firm and whether "Bid Security" OR "Qualifying" OR "Financial" bid must be clearly mentioned and should be properly sealed (with sealing wax/ packing PVC tape).These envelopes are to be

placed inside an outer envelope & properly sealed (with sealing wax/packing PVC tape). The Bids which are not submitted in above mentioned manner shall be summarily rejected.

The Bids which are not submitted in above mentioned manner shall be summarily rejected.

5.2 All envelopes (3 inner & one outer) must bear the following:

“Erection of 21 Metre Three Coupled MARR Mast Tower at Xeloshe(Naga United),Mon BSNL IB, Thahekhu Main Village under Nagaland SSA.”

5.3. The bidder will be bound by all terms, conditions & specifications as detailed in the tender documents.

5.4 Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.

6. SIGNING OF BID:

6.1. The bidder shall submit, as a part of his bid, the bid documents (in original) duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract.

Note: The bidder is advised to keep a photocopy (at his own cost) of the bid documents for his own reference.

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

6.3 The successful tenderer will be required to sign a contract agreement bond (as enclosed in Section-IX) with the BSNL on non-judicial stamp paper of Rs.10 at his own cost within 10 days of issue of offering letter, failing which the Earnest money will be forfeited.

6.3.1 The tender will be accepted and contract will be finalized with those of the tenderers who in the opinion of the BSNL are having the capacity to execute the work in prescribed time and as per specifications.

6.4 If a tender is withdrawn before final acceptance the EMD is liable to be forfeited.

6.6 The BSNL reserves the right at its absolute discretion to award the work of a single sub-section to one or more contractors for the interest of service.

6.7 The BSNL also reserves the right to accept or reject the tenders of any or more than one or all tenders wholly or in parts without assigning any reason.

6.8 RELEASE OF EMD

(a) The E.M.D. of the unsuccessful tenderer will be returned after acceptance of the tender. In case, the tender is cancelled, E.M.D will be released to all the participants in due course.

(b) The successful bidder's E.M.D will compulsorily be converted to part of performance security deposit in accordance with the relevant clause.

(c) Interest will not be paid either on E.M.D or Security Deposit in any case for any period whatsoever.

7. SUBMISSION OF BIDS:

7.1 Tenders should be dropped in person in the tender box placed in the office of the AGM (PIg), BSNL Dimapur before the closing date & time of tender as mentioned in NIT. The bidder is to insure the delivery of the bids at the correct address. The corporation shall not be held responsible for delivery of bid to the wrong address. The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented in person after the sealing of box will not be received by DE(Mobile), BSNL Dimapur or by any of their subordinates or will not be allowed to be deposited in the tender box.

7.2. Postponement of Tender opening: Whenever it is considered necessary to postpone the opening date of tenders, quick decision shall be taken and communicated to the bidders who have purchased the tender documents and shall be at least one day before the original date of opening. The reasons for postponing the tender shall be recorded in writing. Such notice of extension of date of opening shall also be put-up on the notice board and also published in the newspapers in which original NIT has been published. If the date of opening of bids is declared as holiday, the bids will be opened on the next working date at the same time and venue.

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

8.0 LATE BIDS:

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

9. OPENING OF BIDS BY THE DEPARTMENT

9.1 The Corporation shall open the bids in the presence of bidders or his authorized representatives who choose to attend, at 14:00 Hrs on due date. The bidder's representatives, who are present, shall sign an attendance register.

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

9.3 The Bids shall be opened in the following manner:

9.3.1 The bid opening committee shall count the number of bids and assign serial numbers to the bids. For example, if 10 tenders have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the outer envelopes of all the bids with date.

9.3.2 The envelopes containing the tender offer should be properly sealed with packing PVC tape/sealing wax. Any bid not properly sealed shall not be opened and shall be rejected outright. Closing the cover by gum will not be treated as sealed cover. The reasons for not opening such tender offers shall be recorded on the face of the envelope and all the members of bid opening committee shall initial with date.

9.3.3 First the outer envelope containing the three envelopes will be opened. The bid opening committee shall initial on all three envelopes with date.

9.3.4 Among these 3 envelopes, the envelope marked "BID SECURITY" shall be opened first & examined.

9.3.5 The bidders who have submitted proper bid security as per tender document, their TECHNICAL BID shall be opened and papers / documents submitted by the bidder shall be examined and recorded by the TOC. After opening

the Technical Bid, all the documents contained therein shall be serially numbered & signed by the bid opening committee members.

9.3.6 After recording of the "Technical Bid" the TOC will place all the Financial bids submitted by the bidder in an envelope and will properly seal it with wax or packaging PVC tape for keeping in safe custody.

9.3.7 The Financial Bid shall be opened in the following manner:

9.3.8 The envelope marked "Financial Bid", will be opened only for qualified tenders in "Technical Bid".

9.3.9 The date & time of opening of "Financial bid" shall be conveyed to all the bidders who have qualified in technical bid and their representative shall be allowed to attend the financial bid opening.

9.3.10 After opening the Financial Bid the bidder's name, bid prices, modifications, bid withdrawals & such other details as the corporation, at its discretion, may consider appropriate; will be announced at the opening.

9.3.11 In case there is discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quote in words shall prevail.

10. PRELIMINARY EVALUATION

10.1 Corporation 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.

10.2 If there is discrepancy between words and figures, the amount in words shall prevail. If the Contractor does not accept the correction of the errors, his bid shall be rejected.

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

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

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

11. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

11.1 The corporation shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 10.

11.2 The evaluation & comparison of responsive bids shall be on the item rates offered and indicated in schedule of rates of the bid documents.

11.3 The bid for each sub section shall be evaluated independently. The bid, which results in lowest price, shall be treated as L1 price for that area.

11.4 The approved Individual items shall be the approved rate list for the contract.

11.5 The rate list finalized is for each individual item of work. Depending on site conditions & requirement BSNL reserves the right to order some or all of the items. Payment to the contractor shall be made only to the extent to which each item of work executed for that particular route.

11.6 Upon award of the works, the successful bidder should complete the work within the stipulated time showing progressive fortnightly output.

12. CONTACTING BSNL employees

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

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

13. QUANTUM OF WORK

13.1 The Total Quantum of work envisaged for this tender is as per the NIT. The above-mentioned quantity is tentative which may vary based on actual requirement.

13.2 The work mentioned above is the total work planned during a period of 1 year. Work may be allotted in small sections, over a period of time based on the actual requirement.

13.3 The Department, at the time of award of work under the contract, reserves the right to vary the total quantum of work specified in the schedule of requirements without any change in the rates or other terms & conditions.

14. CORPORATION'S RIGHT TO ACCEPT ANY BID & TO REJECT ANY OR ALL BIDS

The corporation reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason what-so-ever and without thereby incurring and liability to the affected bidder or bidders on the grounds for the department's action.

14.1 Even though the tender is called for specific zones, the work in the unrepresented section will be equally distributed among the other section and the approved contractor should execute the said work at the approved rate. However, the total work allotted to the approved contractor will be restricted to the maximum ceiling limit of his section.

15. ISSUE OF LETTER OF INTENT

15.1 The issue of letter of intent shall constitute the intention of the Corporation to enter in to the contract with the bidder after completion of the departmental procedures like payment of MSD, submission of his commitment and signing the agreement etc. Letter of intent will be issued only as an offer to the successful bidder.

15.2 The bidder shall within 7 days of issue of letter of intent, give his acceptance and commitment along with Material Security Deposit in conformity with clause 19.1(b) of Section-IV, provided with the bid documents.

16. SIGNING OF AGREEMENT

16.1 The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the corporation within a week of compliance.

16.2 As soon as the tender is approved by the competent authority, the Bid Security (EMD) deposited by the successful bidder shall be compulsorily converted in to the performance security deposit, which will be held by the corporation till the completion of warranty period.

17. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirements of various clauses mentioned in (EMD), in which event; the corporation may make the award to any other bidder at the discretion this tender shall constitute sufficient ground for the annulment of the award & forfeiture of the bid security of the corporation or call for new bids.

18. IMPLEMENTATION PLAN

Time is very crucial for this Tender. Bidder should provide the implementation plan regarding the execution of work within the stipulated time. The Bidder who provides the clear implementation plan will get the first preference.

19 SECURITY DEPOSIT AND EMD

19.1. (a) PERFORMANCE SECURITY DEPOSIT

The qualified Tenderer will have to deposit an amount @10% of the estimated cost or the quoted amount whichever is higher as Performance Security Deposit at the time of executing agreement with the BSNL. The EMD of the successful bidder shall compulsorily be converted in to security deposit & rest 7.5% amount Security Deposit will be deducted from running/ Final Bills. Thus total security deposit will be 10% payable by DD in favour of AO(Cash) O/o the GMTD BSNL Nagaland SSA, Dimapur.

19.2(a) RELEASE OF PERFORMANCE SECURITY DEPOSIT

Release of the performance security deposit will be done after 12 months of final acceptance of the work awarded by T&D wing of the BSNL or any other AT officer deputed by CGMT, NE-II Circle Dimapur.

SECTION-V

DETAILS OF WORK & SUMMARY OF CALCULATION OF ESTIMATED AMOUNT/EMD

Sl.no	Name of the items	Quantity	Total Amt. (Rs.)
1.	Erection of 21M Three coupled MARR Mast tower with new nuts & bolts Of G.I of appropriate size and provide G.I Angle Iron at middle and top Segment for rigidity.	3	Rs. 7,77,030/-
2.	Construction of concrete tower foundation of Triangular base of 7.5 X 7.5 X 7.5 feet.	3	
3.	Tower Earthing, including materials.	3	
4.	Construction of Diesel Generator foundation along with M.S Angle frame Around the foundation.	3	
5.	Transportation of MARR Tower segments from BSNL store at Dimapur To site.	3	

SECTION-VI
DECLARATION OF BIDDER

Tender No: GMTD/NLD/DE-MOB/DMP/Ph-VII Add On/MARR/Pt-I/02

Dated at Dimapur: 26.06.2019

To,
The General Manager
BSNL, DIMAPUR. -797112

Sir,

Having examined the conditions of contract and specifications including associated documents the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the Erection of Tower at -----
----- in conformity with said terms and conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, we will execute the work in accordance with the specifications, time limits and terms & conditions stipulated in the tender document.

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

We agree to abide by this Bid for a period of 1 year from the date fixed for Bid opening (Technical Bid) and it shall remain binding upon us and may be accepted 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 sealed and prepared so as to prevent any subsequent alteration and replacement.

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.

All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.

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.

Dated this day of 2018.

Signature of Authorized Signatory.....

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness Witness Signature.....

Address.....

Signature of the Bidder with seal

SECTION-VII
BIDDER'S PROFILE

Affix Duly Self
Attested Passport Size
Photograph

1 Name of the bidder/firm:-

2. Name of the person submitting the tender whose Photograph

is affixed Shri /Smt :-

(i) Passport size Photograph of the tenderer / authorized Signatory holding Power of Attorney (who is signing this bid) duly self attested should be affixed in the appropriate box

(ii) In case of Sole Proprietorship the bidder himself/herself should sign the tender. Power of attorney is required in case where bidder himself/herself has not submitted the bid but done through Power of Attorney holder

(iii) In case of Partnership firms, the tender has to be signed by all Partners or power of attorney holder.

(iv) In case of limited company Director /Officer authorized by Company or Power of attorney holder on behalf of company should sign.

3. Experience certificate particulars :-

(Attested copy enclosed).

4. Registration certificate particulars :-

(Attested copy enclosed).

5. Permanent income tax A/C No. :-

6. Service tax registration No. :-

7. Registration & incorporation particulars of the Firm/Company to be submitted are:-

(i) Proprietorship – Copy of affidavit stating that he is the sole proprietor of the firm and is accountable to all tax liabilities of the said firm , on a non- judicial stamp paper of appropriate value as prevailing in the respective states(s), attested by a Notary public or registered before Sub- Registrar of the states(s) concerned.

(ii) Partnership – Self attested copy of the registration of the firm issued by Registrar of Firms and copy of partnership deed.

(iii) Limited company - Self attested copy of Memorandum & Articles of Association and certificate of incorporation.

8. Tenderer"s bank details:

i) Name of Bank: -----

ii) Current Account No: -----

Signature of the Bidder with seal

iii) Bank IFSC Code: -----

iv) MICR Code: ----- for ECS payment.

9. Email ID :-

10. Any other document's particulars :-

(Attested copies enclosed).

I/We certify that above mentioned particulars are correct & true.

I/We hereby declare that I/We have gone thoroughly each and every page of attached sections (I to III) & signed accordingly on each and every page of tender document.

I/We further declare that I/We shall abide by to all terms and conditions as per various pages of tender document.

SIGNATURE OF THE TENDERER DATE.....

FULL NAME OF THE TENDERER

ADDRESS OF THE TENDERER

.....

.....

PIN CODE.....

TEL. No. (Landline):.....Mob. No:

Signature of the Bidder with seal

SECTION-VIII
SPECIMEN AGREEMENT BOND
(To be typed on Rs.100/- non-judicial stamp paper)

This agreement made on the between M/s (Name and address of the tenderer) with their office establishment at (complete postal address) herein after called „The contractor“ (which expression unless excluded by or made repugnant, to the context, will be deemed to include their successors/Heirs/Executors) on one part and the BSNL being represented by the DE (Mobile),BSNL Dimapur, hereafter called „BSNL“ (Which shall unless be excluded or made repugnant to the context, be deemed to include his successor in office) on the other part, do hereby declare that:

Whereas, in pursuance of Tender Notice No: Dated: the

Regarding tender for **Erection of 21 Metre Three Coupled MARR Mast Tower at Xeloshe (Naga United),Mon BSNL IB, Thahekhu Main Village under Nagaland SSA.** and all other associated works, the contractor has participated in the tender and has been approved after observing all formalities for the work of Tower Erection

And

Whereas, the contractor has also furnished a demand draft /Bank Guarantee for Rs..... as security money, to the BSNL, both parties do hereby agree to enter into this agreement with following details

1. (a) That the amount quoted for completion of the works as per specification to the entire satisfaction of the BSNL as decided by the tenderer in question is Rs. These amounts will remain valid for a period of one year from the date of entering into this agreement.

(b) The rates fixed above will not be changed under any circumstances.

(c) BSNL may extend if it considers necessary this agreement unilaterally for a further period of 2 months beyond the time as indicated in 1(a) above and thereafter for a period of 4 months if mutually agreed by both the parties.

2. That the contractor will commence the work only after issue of a work order by the concerned Divisional Engineer. This work order will contain details of the works such as particulars of work, quantum of work, time frame for completion of the work etc.

3. The quantum of work as shown in the NIT and Section-V may increase or decrease as per the actual site condition during execution of the works. The contractor shall be obliged to carry out any additional quantum of work which may vary from the allotted work.

Signature of the Bidder with seal

Any increase in the volume of work(s) beyond that given in the Section V will be paid to the contractor at the rate quoted by the tenderer whichever is lowest, provided such a claim is made only after written approval from the competent authority.

4. That the quality of the work should conform to the specifications as given by the BSNL included in the tender document.

5. That in case of: -

a) Violation of any clause in this agreement and those mentioned in all sections and clauses of the tender document by the contractor or

b) If the quality of the work is not found by the BSNL to be as per specifications (which will be final and conclusive),

c) If quality of work deteriorates or any kinds of defects develop within six months from the date of satisfactory completion of the work or,

d) If the work is delayed by the contractor beyond five weeks of the time limit specified in the work order or beyond five weeks of the of the extension granted if any to the contractor to complete the work satisfactorily, the BSNL may resort to any or all of the following measures.

i) Work order may be cancelled.

ii) Agreement may be terminated.

iii) Security deposit may be forfeited.

iv) The contractor may be "Black Listed".

v) The contractor may be required to rectify the defects noticed within specified period at his own cost.

vi) The BSNL may measure up the work done by the contractor (which will be final and conclusive) and to take out the remaining part, which is unexecuted, and give it to another contractor or get it done by BSNL and in case of defects discovered subsequently to have the defects removed by another contractor or get it done by BSNL. Any such expenses which are incurred for the aforesaid reasons, shall be borne & paid by the contractor and may be deducted from any money due to the contractor by the BSNL under this contract or from the security deposit.

6. That after the completion of the work, the same should continue to conform to the specification for a minimum period of six months from the date of completion of the work.

However, before imposing any or all of the above penalties a show cause notice will be given to the contractor. If the contractor does not respond by the stipulated time as indicated in the show cause notice or his reply is not found satisfactory, the BSNL will be at liberty to impose any or all of the above penalties.

IN WITNESSES WHEREOF the parties to these presents have hereunto set and subscribed their respective hands and seals on the agreement on the present date and year

Signature:

Name:

(Contractor)

Signature:

Name:

(For & on behalf of BSNL)

This agreement signed in the presence of the following witnesses:

1. Witness one

Signature: -----

Name & address: -----

2. Witness two.

Signature: -----

Name & address: -----

Signature of the Bidder with seal

SECTION-IX
NEAR RELATIVE CERTIFICATE

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

The near relatives for this purpose are defined as:

(a) Member of a Hindu undivided family,

(b) They are husband and wife,

(c) The one is related to the other in the manner as father, mother, son and sons wife(daughter in law), daughter and daughters husband (son in law), brothers and brothers wife, sisters and sisters husband (brother in law),

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

Signature of the Bidder with seal

SECTION-X
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender No: GMTD/NLD/DE-MOB/DMP/Ph-VII Add On/MARR/Pt-II/02

Dated at Dimapur: 26.06.2019

Subject: Authorization for attending bid opening on _____ (Date).

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

Order of preference	Name	Specimen Signatures
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I

II.

Alternate

Representative

Signatures of Bidder

or Officer authorized to sign the bid

Documents on behalf of the bidder

No.1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend

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

Signature of the Bidder with seal

SECTION- XI
BID FORM

Tender No: GMTD/NLD/DE-MOB/DMP/Ph-VII Add On/MARR/Pt-II/02

Dated at Dimapur: 26.06.2019

To

The General Manager,
BSNL, Dimapur – 797112.

Dear Sir,

- 1) Having examined the conditions of contract and specifications in the tender document the receipt of which is hereby duly acknowledged. We, undersigned, offer to execute the work in conformity with the said drawings, conditions of contract and specifications for the sum shown in the Schedule of Prices attached herewith and made part of this 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 150 days from the date fixed for Bid opening or subsequently extended period if any, agreed by us. The bid shall remain binding upon us 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 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).
- 6) 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 2018

Signature Witness Name

Signature..... In the capacity of

Name

Duly authorized to sign the bid for and on

Addressbehalf of.....

Signature of the Bidder with seal

SECTION- XII

PROFORMA OF POWER OF ATTORNEY

Non-Judicial Stamp

Be it known all to whom it concerns that:-

1. Shri _____ S/o _____ Residing at _____

2. Shri _____ S/o _____ Residing at _____

3. Shri _____ S/o _____ Residing at _____

I, the Proprietor/We all the Partners/Directors of M/s _____
(Address) _____ here by _____ appoint
Shri _____ S/o _____ residing
at _____ as my/our Attorney to act in my/our name and on behalf and sign and
execute all documents/agreements binding the firm for all contractual obligations (including references of cases to
arbitration) arising out of contracts to be entered into by the firm with the GMTD,BSNL Dimapur Nagaland SSA in
connection with their Tender Enquiry
no: _____ dated _____ for _____
_____ due for opening on _____.

In short he is fully authorized to do all, each and everything requisite for the above purpose concerning
M/s _____. And I/We hereby agree to confirm and ratify his all and
every act of this or any documents executed by my/our said Attorney within the scope of the authority hereby
conferred on him including references of cases to arbitration and the same shall be binding on me/us and my/our firm
as if the same were executed by me/us individually or jointly.

Witness (with Address)
Proprietor/Partners/Directors

Signature of the

1.

1.

2.

2.

Accepted

(Signature of Signatory of Tender Offer of the firm)

ATTESTED

Notary Public

(Signature with Official Seal)

OR

REGISTERED Before

(SUB – REGISTRAR) (of concerned State)

SECTION-XIII
(FINANCIAL BID)

Tender No: GMTD/NLD/DE-MOB/DMP/Ph-VII Add On/MARR/Pt-I/02

Dated at Dimapur: 26.06.2019

To

The General Manager,
BSNL Nagaland SSA
Dimapur -797112

Subject :- Submission of Financial Bid for Erection of 21 Metre Three Coupled MARR Mast Tower at Xeloshe(Naga United), Mon BSNL IB, Thahekhu Main Village under Nagaland SSA.

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specification of work etc., we the under signed offer to execute the Tower Erection Works in conformity with the said specifications and conditions of contract at the rates quoted as under:

Sl.no	Name of the items	Rate in Rs.
1.	Erection of 21M Three coupled MARR Mast tower with new nuts & bolts Of G.I of appropriate size and provide G.I Angle Iron at middle and top Segment for rigidity.	
2.	Construction of concrete tower foundation of Triangular base of 7.5 X 7.5 X 7.5 feet.	
3.	Tower Earthing, including materials.	
4.	Construction of Diesel Generator foundation along with M.S Angle frame Around the foundation.	
5.	Transportation of MARR Tower segments from BSNL store at Dimapur To site.	

I/We have gone through all the terms & conditions issued along with this Tender form and hereby undertake to strictly abide by the same. The rate quoted above is final.

Date:

Signature of the bidder

Place:

Name (In Block Letters) :

Address:

Mobile No;

Telephone No: