

# **BHARAT SANCHAR NIGAM LTD.**

**(A Govt. of India Enterprises)**

**Office of the General Manager, BSNL  
NAGALAND BA, Dimapur**

## **NAME OF WORK:-**

**TENDER for Outsourcing of Housekeeping services (Cleaning, Washing, Cooking, etc.) at  
Dimapur BSNL IQ and Kohima BSNL IQ and DG set operation in O/o GM,  
BSNL, Nagaland BA, Dimapur**

**Please visit for details:**

**[www.ne2.bsnl.co.in](http://www.ne2.bsnl.co.in)**

**<https://etenders.gov.in/eprocure/app>**

**Cost of tender paper: Rs. 1190/-**

**To participate in e-tender, visit the website < <https://etenders.gov.in/eprocure/app>>**

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**SECTION-I****BHARAT SANCHAR NIGAM LTD.**

Office of General Manager NAGALAND BA BSNL, O/o GMTD, NAGALAND BA -797112

**NOTICE INVITING E-TENDER**

E-Tenders are invited by General Manager NAGALAND BA, BSNL, on single stage bidding with two bids (Techno-commercial bid and Financial Bid) for outsourcing of Housekeeping services for VIP room nos. (OB -1, 2, 3, 8, 9, 10, OA -52, OA -53 & OA -54, OA -55 & OA -56), for General room nos. (OC -1, OC -2, OC -4 & OC -9) & DG operation at CGMT/GMTD IQ and O/o GMTD, BSNL, NLD BA, Super Market Complex, Dimapur – 797 112 and Housekeeping of BSNL IQ at OCB Telephone Exchange Building, Old Minister Hill, Kohima – 797 101.

The schedule of the e-tender is described below.

SL. No.	Items	Description and requirements
01	Tender Notice No.	<u>NE2NLD-11/12(14)/2/2022-ADMIN NLD Dated: 04.01.2023</u>
02	Name of Work	TENDER for Outsourcing of Housekeeping services (Cleaning, Washing, Cooking, etc.) at Dimapur BSNL IQ and Kohima BSNL IQ and DG set operation in O/o GM, BSNL, Nagaland BA, Dimapur
03	Estimated cost of contract (Approx.)	<b>Rs 1030320/- (Rupees ten lakhs thirty thousand three hundred twenty) only excluding GST</b>
04	Tender paper fee	Rs.1190/-(Rupees One Thousand One Hundred Ninety) only (Non-refundable). The cost of tender paper should be submitted in shape of crossed DD/BC drawn after the date of publication of NIT on any Nationalized/Scheduled Bank in favour of Accounts Officer (Cash), BSNL, O/o GMTD, NAGALAND BA payable at NAGALAND BA. The scanned copy of the above DD/BC towards cost of tender document should be uploaded in <a href="https://etenders.gov.in/e procure/app">https://etenders.gov.in/e procure/app</a> .
05	EMD/BID security	Earnest Money Deposit in shape of crossed DD/BC/BG of an amount of <b>Rs.2 5 7 5 8 /- (Rupees Twenty five Thousand seven Hundred fifty eight) only</b> on any Nationalized in favour of Accounts Officer ( Cash), BSNL, O/o GMTD,NAGALAND BA , payable at NAGALAND BA. The scanned copy of the above DD/BC/BG towards EMD should be uploaded in <a href="https://etenders.gov.in/e procure/app">https://etenders.gov.in/e procure/app</a> .
06	Availability of Tender Document	Tender document can be down loaded from the website: <a href="http://www.ne2.bsnl.co.in">www.ne2.bsnl.co.in</a> Further the Tender document for participating in E-tender shall be available for downloading from <a href="https://etenders.gov.in/e procure/app">https://etenders.gov.in/e procure/app</a> following the link for Tenders through E-Tender by BSNL
07	Time and date of E-submission of tender	<b>Up to 14:00 hrs of 23.01.2023</b>

09	Time & Date of E-opening of Tender (Technical Bid Only)	<b>15:00 hrs of 24.01.2023.</b>
10	Minimum Validity of Tender offer	180 days from the date of opening of technical bid.
11	Duration of contract	One year from the date of award of contract with an option of extension for a further period one year on mutual agreement at the same rate, terms and conditions of the tender.
12	Rejection of Tender	The GMTD, NAGALAND BA reserves the right to cancel/reject any or all the tenders without assigning any reasons thereof. He is not bound to accept the lowest tender bid. Incomplete, ambiguous and conditional tender bids liable to be rejected.

**2.0 Accessibility of Tender Document:** : Tender document consisting of detailed plans, complete specifications, the schedule of quantities and the set of conditions of contract to be complied with can be accessed / obtained for viewing by downloading it from the website [www.ne2.bsnl.co.in](http://www.ne2.bsnl.co.in) and <https://etenders.gov.in/e procure/app>. The official copy of tender document for participating in e-tender shall be available for downloading from <https://etenders.gov.in/e procure/app>.

2.1 As tenders are invited through e-Tendering process, physical copy of the tender document would not be available for sale.

2.2 The bidding process will be accepted only through e-Tendering platform.

2.3 Once the bidder has submitted his bid through e-Tender, it will be presumed that bidder has understood & accepted all the terms and condition of the tender and no correspondence at later stage will be entertained in this matter.

2.4 Contractor can upload documents in JPG or PDF format or any other format as permitted by e-tendering portal. The e-tender has to be downloaded and uploaded to e portal with bidder's digital signature.

2.5 **Tender Document Fee:** DD / Bankers cheque for an amount of Rs 1190/- from Nationalized / scheduled bank drawn in favour of AO (Cash), **NAGALAND BA BSNL Dimapur**, payable at NAGALAND has to be submitted offline (scanned copy of DD to be uploaded online) towards tender document fee failing which the tender bid will be rejected.

**3.0 Sale of physical copy of tender Document:** [BSNL has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would **not** be sold]

#### **4. ELIGIBILITY: ELIGIBILITY OF BIDDERS:**

The invitation of bids is open to all registered contractors as per their eligibility mentioned in NIT of this tender document

**4.1.1 Experience:** The Contractors satisfying the following conditions:

Bidder should have experience of providing Personnel supply for housekeeping and DG running works in DOT/BSNL/MTNL/Central Govt. & their CPSUs/State Govt. and their PSUs **during the last five financial years ending last day of month previous to the one in which application are invited should be either of the following :-**

(a) Similar nature of completed works in any Three years costing not less than the amount equal to 40% of the estimated cost in each year during the last seven years.

**OR**

(b) Similar nature of completed works in any Two years costing not less than the amount equal to 60% of the estimated cost in each year during the last seven years.

**OR**

(c) Similar nature of completed works in any One year costing not less than the amount equal to 80% of the estimated cost in each year during the last seven years.

**NOTE: Similar work means the work as mention in 4.1.2**

**Experience certificate** issued by not below the rank of STS level or equivalent in PSU/ Government

organization. **Copy of work order will not be acceptable.**

**Note: (Any three year means) e.g. Y1, Y2 , -----Y7 is Financial year 1,2,-----7. If any bidder completed work costing in Y1 40%, in Y3- 40% AND in Y7 is 40 % is eligible ( similar suitable combination may be considered for eligibility during the seven year block).**

**4.1.2 Turnover clause:** Average annual turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the one year's estimated cost put to tender.

4.2. The tender document should also be accompanied by the attested copies of following-

4.2.1 Attested copy of registration for firm (In case of partnership firm) and incase of companies registered under Companies Act 1965, Memorandum of Association and Articles of Association and affidavit of the sole proprietorship deed in case of proprietorship firm as the case may be.

4.2.2 Attested copy of the PAN and Income Tax Return for the Assessment year 2020-21 & 2021-22.

4.2.3 Attested copy of "GST" Registration & latest GST return are mandatory.

4.2.4 The contractor shall abide by different labour laws issued by the State / Central Govt. such as minimum wage, EPF, ESI etc. A necessary undertaking in this regard shall be submitted by the bidder along with tender document.

4.2.5 A declaration letter mentioning that labour license will be obtained from Assistant Labour Commissioner (Central) on award of contract within one month after receiving the work order if required as per rule.

4.2.6 Attested copies of EPF and ESI registration.

4.2.7 Attested copy/copies of the certificates of work experience for satisfactory completion of work.

4.2.8 Declaration that no near relatives working in BSNL as per attached Performa and In case of partnership firm near relative declaration to be submitted in prescribed format by each partner and in case of Companies by each Director.

4.2.9 Partnership firms should submit attested copies of Registered Partnership deed of registration certificate or true extract) and power of Attorney.

4.2.10 Declaration regarding the bidder has not been barred for participation in BSNL tenders.

4.2.11 Bid Security in accordance with tender clause

4.2.12 Proof of tender cost

4.2.13 List of qualified experienced personnel, who are working for the tenderer, who will be deployed for the work (Documentary proof of each personnel to be attached).

4.2.14 Copy of Trade license

4.2.15 The Tenderer must have its Office located within the jurisdiction of NAGALAND BA and must be having at least one phone in the office as well as at least one phone in the residence of the contact person of the Tenderer.

4.2.16 Tenderer's profile duly filled in the tender document.

4.2.18 Annexure 3 -Certificate ( TO BE GIVEN AS THE TENDER DOCUMENT IS DOWNLOADED FROM WEB )

4.2.19 Undertaking & declaration as per Section 6( A)

Note 1 :- The tender which is not accompanied by the requisite bid security, any of the documents mentioned in the clause 4 of the BID document eligibility conditions , terms & conditions of the tender above, shall liable to be rejected. Tender will not be accepted/received after expiry date & time. The General Manager BSNL NAGALAND BA reserves the right to reject any or all tenders without assigning any reason what so ever.

Note 2 :- i) original of all the documents or any of the documents may be asked by the TOC/TEC during opening/ evaluation and bidder is requested to keep all original documents ready.

ii) If any documents found shortfall against any bidder , the bidder may be asked to submit the same documents within specified period with due approval of competent authority and in case of failure BSNL has right to reject his bid .

5.0 Bidder's Security/ EMD:

5.1 The bidder shall furnish the Bid security EMD for **Rs.25758/- (Rupees Twenty five Thousand seven Hundred fifty eight) only** in the form of DD/BC/BG.

a) Demand Draft/ Banker's cheque drawn in favour of "AO (C a s h), NAGALAND BA BSNL Dimapur" Payable at NAGALAND.

b) Bank Guarantee from a scheduled/Nationalized bank drawn in favour General Manager, NAGALAND BA BSNL Dimapur, NAGALAND BA, which should be valid for 180 days from the tender opening date.

The DD/Bank Guarantee has to be submitted offline before tender opening & scanned copy of DD to be uploaded online.

6.0 Date & Time of Submission of Tender bid: Upto 14.00 hrs. of 23.01.2023 (tender closing date).

Note 2: In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time.

Any change in bid opening date due to any other unavoidable reason will be intimated in our website [www.bsnl.co.in](http://www.bsnl.co.in) and <https://etenders.gov.in/eprocure/app>.

7.0 Online/Offline Opening of technical bids: At 1500 hrs. of 24.01.2023

8.0 Place of opening of Tender bids:

8.1 BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

However, if required, authorized representatives of bidders can attend the TOE at the Meeting at O/o Assistant General Manager ( PLG-OP ), NAGALAND BA BSNL Dimapur, 2nd Floor, BSNL Bhawan, NAGALAND BA-1.where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

8.2 Authorized representatives of bidders can attend the tender opening event at the above Mentioned address.

9.0 Tender bids received after due time & date will not be accepted by the system.

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

11.0 **The General Manager** , BSNL NAGALAND BA BSNL Dimapur reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.

12.0 The official copy of tender document for e-bidding process of E-tender shall be available for downloading from [www.ne2.bsnl.co.in](http://www.ne2.bsnl.co.in) (click on e-tenders)

12.1 **The bidder shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on [www.ne2.bsnl.co.in](http://www.ne2.bsnl.co.in) & <https://etenders.gov.in/eprocure/app>.**

12.2 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.

**Note 3:** All documents submitted in the bid offer should be preferably in English. In case the certificate viz experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

**Note 4:** All computer generated documents should be duly signed/attested by the bidder/ vendor organization.

**SECTION – 1 (Part B)**  
**BHARAT SANCHAR NIGAM LIMITED**  
**(A Government of India Enterprise)**  
**O/O General Manager , NAGALAND BA, BSNL,**  
**Dimapur**

The General Manager , NAGALAND BA, BSNL Dimapur invites ON LINE TENDERS (e-Tender) from eligible bidders for the following work in NAGALAND BA

1.

Sl. No.	Name of the Work	Estimated Cost Rs.	EMD/Bid Security Rs.
01	TENDER for Outsourcing of Housekeeping services (Cleaning, Washing, Cooking, etc.) at Dimapur BSNL IQ and Kohima BSNL IQ and DG set operation in O/o GM, BSNL, Nagaland BA, Dimapur	Rs 1030320/- (Rupees ten lakhs thirty thousand three hundred twenty) only excluding GST	Rs.2 5 7 5 8/- (Rupees Twenty five Thousand seven Hundred fifty eight) only

**Last date of receipt of tender is 23.01.2023 up to 1400 Hrs**

”For further details kindly log on to: <http://www.ne2.bsnl.co.in> and <https://etenders.gov.in/eprocure/app>

**AGM(Admn)**  
**O/O GMTD, NAGALAND BA**

## Section- 2

### Tender Information

**1.0 Type of tender:** Single stage bidding & Two stage opening using Two electronic Envelope System.

**Note 1:** The bids will be evaluated Techno-commercially and financial bids of techno commercially compliant bidders **only** shall be opened.

**2.0 Bid Validity Period:- 180 days** from the tender opening date and **Validity of bid Offer for** can be extended.

#### Acceptance by BSNL

**3.0** The tender offer shall contain two envelopes viz. Techno-commercial and financial envelope which will contain one set of the following documents only:

**a) Techno-Commercial Envelop shall contain:**

i) Bid Security / EMD / (scanned copy of DD or Bank Guarantee to be uploaded online & Original DD/bank Guarantee to be submitted offline)

ii) Cost of the tender documents i.e. document fee. (Scanned copy of DD to be uploaded online & Original to be submitted offline)

iii) All documents /Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the Detailed NIT (Section 1 Part A)

iv) Documents mentioned Cl.10 of Section 4 part A.

v) Undertaking as per Section 6-A

**Note 2:** EMD, Cost of tender documents and Power of Attorney to be submitted in physical form also.

**b) Financial envelope shall contain:**

i. Price Schedule duly filled **(to be submitted online only)**, [Section 15.] BOQ

**Note:** At the time of opening the bids, initially offline submitted envelopes of all bidders will be opened. The Electronic envelope consisting of Commercial, Technical bid of only those bidders will be opened who would have submitted required documents as offline submissions as per tender clause in a sealed envelope bearing tender number, name of item and the phrase "Do not open before(due date and time of opening of tender)".

#### **4.0 Payment terms:**

a) The payment shall be made only to the contractor on a monthly lump sum basis as per the provisions of minimum wages act for all working days provided the personnel is available for work in the office for all working days of that month.

b) The basic rates includes factor for payment of weekly off also. The Contractor shall pay the wages to the personnel on or before the 7<sup>th</sup> of every succeeding month, irrespective of delay in payment of Bill by this office for whatever reason.

(c) Liquidated damages for delay in work may be recovered by the BSNL authority from the bills submitted for payment.

(d) Income Tax from the bill which has been passed will be deducted as tax at source under relevant Income tax rules.

**(e) The contractor shall not be justified in abandoning the contract on such ground that BSNL has delayed making payment(s) in respect of previous bills for work.**

(g) The work section of Planning Cell shall process the bills in the file of the concerned work and scrutinize the bills vis-à-vis work order issued, sanctioned provisions etc. The bill shall be passed, after necessary scrutiny by the officer competent to pass the bill.

#### **4.1 Procedure for Preparation and settlement of bills:**

i) The contractor shall prepare the bills in triplicate ensuring execution of work in its completeness as envisaged above correctness of rates and quantum of work and submit the bills to in-charge of



work. The bills shall be prepared accurately on the basis of approved rates. The Section in-charge shall exercise the prescribed checks on the bills and accord necessary certificates on the bills and submit the bills with the documents to the Assistant General Manager/ Chief Accounts Officer in-charge of work. The Assistant General Manager/ Chief Accounts officer shall retain the third copy in record maintained in his office and send first and second copies with all documents to works section of administrative cell for processing of bills and release of payment.

ii) The work section of administrative Cell shall process the bills in the file of the concerned work and scrutinize the bills vis-à-vis work order issued, sanctioned provisions etc. The bill shall be passed, after necessary scrutiny by the officer competent to pass the bill.

iii) The contractor should submit the monthly bills within 15<sup>th</sup> day of following month.

iv) Declaration regarding compliance of the EPF Act. 1952 & other labour laws applicable from time to time. List showing the details of labourers/employees engaged and duration of their engagement. The amount of wages paid to such labourers / Employees for the duration in question. Amount of EPF contributions (both employer's and employee's contribution) for the duration of engagement in question paid to the EPF authorities if applicable.

v) The service tax will be paid with the bill & payment copy of paid service tax should be submitted by the vendor along with next bill.

**NOTE: Efforts will be made to make timely payment of received bills subject to availability of fund. Payment of Wages may not be linked with the payment of bills.**

V) The bidder company are required to give the following information for this purpose :-

- a. Beneficiary Bank Name :
- b. IFS Code of Beneficiary Branch:
- c. Beneficiary Account No.:
- d. Branch Serial No.(MICR No.) :

**5.0 Order Schedule: NOT applicable**

**6.0 Evaluation Criteria:**

**6.1. Financial evaluation**

**(a) Based on the rates quoted it will be evaluated**

**7.0 No. of Bidders to be awarded**

**The work will be awarded to L1 bidder only.**

**8.0 Period of Contract:**

**8.1** The period of contract will be for a period of One Year from the date of award of the contract and shall extend for a period of one more year, unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of Attendants deployed, breach of contract, reduction or cessation of the requirements of work.

**8.2** The contract may be extended, on the same terms and conditions or with some addition /deletion / modification, on mutual agreement of both the parties, for a further period of one more year.

**9.0 Amendments / Modifications to bid documents if any will be hosted on our website <http://www.ne2.bsnl.co.in> -->tenders 10 days prior to the date of bid opening.**

**SECTION 3**  
**(Special Terms & Conditions)**  
**SPECIFICATION AND SCOPE OF WORK**

1. Housekeeping (Cleaning, Washing, Cooking, etc.) of VIP room nos. (OB -1, 2, 3, 8, 9, 10, OA -52, OA -53 & OA -54, OA -55 & OA -56) at CGMT/GMTD IQ and O/o GMTD, BSNL, NLD BA, Super Market Complex, Dimapur – 797 112.
2. Housekeeping (Cleaning, Washing, Cooking, etc.) of General room nos. (OC -1, OC -2, OC -4 & OC -9) at CGMT/GMTD IQ and O/o GMTD, BSNL, NLD BA, Super Market Complex, Dimapur – 797 112.
3. Operation of DG sets at CGMT/GMTD IQ and O/o GMTD, BSNL, NLD BA, Super Market Complex, Dimapur - 797 112.
4. Housekeeping (Cleaning, Washing, Cooking, etc.) of BSNL IQ, OCB Telephone Exchange Building, Old Minister Hill, Kohima.

**NOTE: Before hiring his / her antecedents should have been got verified by the agency.**

## Section 4

### GENERAL INSTRUCTIONS TO BIDDERS (GIB)

#### 1.0 DEFINITIONS:

- a. **"The Purchaser"** means the Bharat Sanchar Nigam Limited, Office of the General Manager, NAGALAND BA, 1<sup>st</sup> floor, BSNL, NAGALAND -797 112.
- b. **"The Bidder"** means the individual or firm who participate in the tender and submits its bid.
- c. **"The Vendor/Contractor"** means the individual or firm providing Services under the Contract.
- d. **"The Goods/Services"** means Services related to Personnel.
- e. **"The Advance Purchase Order/Letter of Intent"** means the intention of the Purchaser to place the work Order on the bidder.
- f. **"The Purchase Order/Work Order"** means the order placed by the Purchaser on the Vendor signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The Purchase/Work Order shall be deemed as "contract" appearing in the document.
- g. **"The Contract Price"** means the price payable to the vendor under the Purchase/work Order for the full and proper performance of its contractual obligations.
- h. **"Validation"** is a process of testing the equipment as per the specifications including requirements for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- I. **"Site"** Any location in the NAGALAND BA
- i. **"In-charge "** means the ADT/SDE / JTO/AD/JAO level officer nominated by the purchaser to supervise the work .
- j. **"AGM-in-charge"** means the Divisional Engineer/ AGM level officer nominated by the purchaser for supervising the works.

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

#### 2.0 ELIGIBILITY CONDITIONS:

- 2.1 Kindly refer to clause 4 of Section 1 part A i.e. Detailed NIT

#### 3.0 COST OF BIDDING

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

#### 4.0 DOCUMENTS REQUIRED:

- 4.1 The goods/services required to be supplied/performed; bidding procedures & contract terms and conditions are prescribed in the bid documents

#### **Bid Documents include:**

- a) Detailed Notice Inviting Tender (Section 1 )
- b) Tender Information (Section 2)
- c) Scope Of Work (Section 3 )
- d) General Instructions to bidders (Section 4 )
- e) Special Instructions to bidders (Section 5)
- f) E-tendering instructions to Bidders (Section 6)
- g) General (Commercial) Conditions of Contract (Section-7)
- h) Undertaking & Declaration [ Section -8 ]
- i) Near Relationship Certificate [Section 9]
- j) Performa for Bid security/EMD Guarantee [Section 10]
- k) Performance Guarantee [Section 11]
- l) Letter of authorization to attend bid opening. [Section 12]
- m) Bidder's/ Tenderer's profile & Questionnaire (Section 13)

- n) Bid Form (Section-14)
- o) Financial bid Price BID (Section-16 )
- p) Declaration (Annexure-I)
- q) Vendor creation (Annexure-II)
- r) Certificate for tender downloaded from web(AnnexureIII)
- s) Proforma Power of Attorney (Annexure IV)
- t) Agreement (Section 15)
- u) checklist

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

#### **5.0 CLARIFICATION OF BID DOCUMENTS:**

5.1. The prospective bidder, requiring any clarification on the bid documents shall notify the Purchaser in writing or by FAX at the purchaser's mailing address (agmopnld@gmail.com) indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the bid documents, which it receives **not later than 10 days prior to the date of opening of the Tenders.**

5.2 Any clarification issued by BSNL NLD BA in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.

#### **6.0 AMENDMENT OF BID DOCUMENTS:**

6.1 At anytime, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments.

6.2 The Amendments issued will be published in website [www.ne2.bsnl.co.in](http://www.ne2.bsnl.co.in) the tenders

6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

#### **7.0 DOCUMENTS COMPRISING THE BID:**

a) Kindly refer to clause 3 of Section 2 i.e. Tender information

#### **8.0 BID FORM:**

The Bidder shall complete the Bid Form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods/services to be supplied, brief description of the goods, quantity and prices as per Section 9.

#### **9.0 BID PRICES:**

9.1 The bidder shall quote as per the price schedule given in the Section-10 for the required item

9.2 Prices indicated in the Price Schedule shall be entered in the following manner:

a. The vendor shall quote as per price schedule given in Section 10 -BOQ for all the items given in Clause 1 Section 1 Part A.

9.3 A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.

9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of service offered

9.5 "DISCOUNT" if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. 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".

9.6 Rates quoted should be free from any preconditions regarding payments etc., or otherwise offers are liable to be rejected.

**10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION: (These documents have to be scanned and uploaded in the e-portal)** The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following documents:

1. Submission of the full set of Tender document (e-tender/NIT) in PDF form signifies that the tenderer has gone through the tender document , has understood the meaning of each of the terms of conditions of the Tender and that the tenderer is agreeable to all the terms & condition of the Tender document set.
2. Attested copy of registration for firm ( In case of partnership firm) and incase of companies registered under Companies Act 1965, Memorandum of Association and Articles of Association and affidavit of the sole proprietorship deed in case of proprietorship firm as the case may be .
3. The contractor shall abide by different labour laws issued by the State / Central Govt. such as minimum wage, EPF, ESI etc. A necessary undertaking in this regard shall be submitted by the bidder along with tender document.
4. A declaration letter mentioning that labour license will be obtained from Assistant Labour Commissioner (Central) on award of contract within one month after receiving the work order if required as per rule.
5. Attested copy of the PAN and latest Income Tax Return for the Assessment year 2018-19
6. Attested copy of 'GST Registration & latest GST return are mandatory.
7. Attested copies of EPF and ESI registration.
8. Attested copy/copies of the certificates of work experience for satisfactory completion of work as per clause 4.1.2
9. Turnover Certificate as per tender requirement
10. Declaration that no near relatives working in BSNL as per attached Performa and In case of partnership firm near relative declaration to be submitted in prescribed format by each partner and in case of Companies by each Director.
11. Partnership firms should submit attested copies of Registered Partnership deed of registration certificate or true extract) and power of Attorney.
12. Declaration regarding the bidder has not been barred for participation in BSNL tenders.
13. Bid Security in accordance with tender clause
14. List of qualified experienced personnel, who are working for the tenderer, who will be deployed for the work.( Documentary proof of each personnel to be attached)
15. Proof of cost of tender document
16. The Tenderer must have its Office located at within the jurisdiction of NAGALAND BA BA and must be having at least one phone in the office as well as at least one phone in the residence of the contact person of the Tenderer proof for same must be submitted...
17. Tenderer's profile duly filled in the tender document.
18. Copy of Trade license

19. The bidders should have valid labour registration with appropriate authority
20. Annexure 3 -Certificate ( TO BE GIVEN AS THE TENDER DOCUMENT IS DOWN LOADED FROM WEB )
21. Undertaking and Declaration as per Section 6 ( A)

**10.1 Documents required for fulfilling eligibility conditions as per clause 4 of detailed NIT (Section I, Part A).**

**11.0 DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS: NOT APPLICABLE**

### **12.0 BID SECURITY/(EMD):**

**12.1 The bidder shall furnish, as part of his bid, a Bid Security for is Rs.2 5 7 5 8/- (Rupees Twenty five Thousand seven Hundred fifty eight) only**

In the form of DD/BC/BG

12.2 No interest shall be paid by the department on the bid security for any period, what so ever.

12.3 The bid security is required to protect the Department against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to Para 5

12.4 Bid Security shall be paid in the form of cash receipt in A.O Cash / Crossed Demand Draft issued by a Nationalised bank, drawn in favour of Account officer (Cash), O/o the GMTD, BSNL, NAGALAND BA, Dimapur

12.6 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible, but not later than 30 days after the expiry of the period of the bid validity prescribed by the purchaser

**12.7 The successful bidder's bid security will compulsorily be converted to part Performance security deposit.**

12.8 A bid not secured in accordance to tender clause shall be rejected by the Department as non-responsive.

12.8 The bid security may be forfeited:

a. If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or

b. In the case of successful bidder, if the bidder fails :

i. to sign the contract in accordance with clause 28 or

ii. To furnish performance security in accordance with clause 27.

c. In both the above cases, i.e. 12.8 (a) & (b), the bidder as well as his collaborator shall not be eligible to participate in any of the future tender of BSNL, either directly or as a third party, for next three years from the date of issue of Advance Work Order. The decision of BSNL in this regard shall be final and binding on the bidder and is not challengeable.

12.9 The Bid Security /EMD will not bear any interest for any period whatsoever.

### **13.0 PERIOD OF VALIDITY OF BIDS:**

13.1 Bid shall remain valid for **180** days from the date of opening of (Technical) bids prescribed by the purchaser, pursuant to Clause 19. **A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.**

13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an

extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 12, shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

#### **14.0 FORMAT AND SIGNING OF BID:**

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

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

#### **14.3 Power of Attorney**

(a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.

(b) The power of Attorney shall be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/institution/ Body corporate.

(c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

(d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

#### **15.0 SEALING AND MARKING OF BIDS: (The bid shall be 'Single Stage Bidding & Two envelope system)**

15.1 The bid should be submitted as per clause 3 of tender Information. The bid should be submitted **ONLINE** using Two Envelope methodology. The **first Envelop [Envelope "A"] will be named as Techno-commercial bid which will contain the documents of bidder's satisfying eligibility /technical & Commercial Conditions as per clause 2 & 10 with Bid security as per clause 12 and document fee in the form of DD. The second envelope [Envelope "B"] will be named as Financial bid containing Price schedule as per Section 9, Part B.**

The bidder should furnish all the above documents for establishing the bidder's eligibility whichever is applicable as per terms & conditions. The bids are liable to be rejected if the required documents are not submitted.

15.2 **VENUE OF OPENING:** Room no. 103, O/o GMTD, NAGALAND BA, 1<sup>st</sup> Floor, BSNL, Super Market Complex, Dimapur-797 112.

#### **16.0 SUBMISSION OF BIDS:**

16.1 Bids must be submitted by the bidder on or before the **1400 hrs of 23.01.2023**

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

16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some of the system/equipments as per required of the bid documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

#### **17.0 LATE BIDS:**

17.1 Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 16, **shall be rejected and returned unopened to the bidder.**

#### **18.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

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

**18.2** The bidder's modification, revision or withdrawal notice shall be authenticated as per clause 15.

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

**19.0 OPENING OF BIDS BY PURCHASER:**

19.1 The Purchaser shall open Bids, in the presence of bidders or their authorized representatives who choose to attend at due time on due date. The bidder representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening. (A Format is given in enclosed Section 7 C).

19.2 A maximum of TWO representatives for any bidder shall be authorized and permitted to attend the bid opening.

19.3 The Bidders name, Bid prices, modifications, Bid withdrawals and such other details as the purchaser at its discretion, may consider appropriate will be announced at the time of opening.

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

20.0 CLARIFICATION OF BIDS: Any clarification may be taken in writing

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

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

**21.0 PRELIMINARY EVALUATION:**

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

21.2 Arithmetical errors shall be rectified on the basis of, If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.

21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the vendor does not accept the correction of the errors, its bid shall be rejected.

21.4 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

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

21.6 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder

**22.0 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**

(a) Based on the rates quoted it will be evaluated .

**23.0 CONTACTING THE PURCHASER:**

23.1 Subject to Clause 20, no bidder shall try to influence the Purchaser on any matter relating to its



bid, from the time of the bid opening till the time the contract is awarded.

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

#### **24.0 PLACEMENT OF ORDER;**

24.1 The Purchaser shall consider placement of orders for work only to those eligible bidders whose offers have been found technically, commercially and financially acceptable

24.2 The ordering price of any bidder shall not exceed the lowest evaluated price.

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

#### **25.0 PURCHASER'S RIGHT TO VARY QUANTAM**

Deployment of Man power persons will be made by the contractor as per the requirement of different sections of NAGALAND BA at any time. The GMTD/ NAGALAND BA has right to increase or decrease up to 25% of the quantum/no. of persons as per requirement in the schedule of rates without any change in the rates, other terms and conditions of the tender.

#### **26.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

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

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

The contractor shall obtain a valid labour license under the Contract Labour (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 wherever applicable, before commencement of the work and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work. Contractor should take exquisite documents (Form-V etc.) from company for taking labour license from labour department.

#### **28.0 SIGNING OF CONTRACT:**

28.1 The issue of Purchase/Work Order shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing performance security pursuant, the Purchaser shall discharge the bid security in pursuant to clause 12. Except in case of bidder who's EMBG/EMD shall be released only after the finalization of the tender.

#### **29.0 ANNULMENT OF AWARD:**

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

#### **30.0 QUALITY ASSURANCE REQUIREMENTS [NOT APPLICABLE]**

#### **31.0 REJECTION OF BIDS:**

31.1 While all the conditions specified in the Bid Documents are critical & are to be complied, special attention of bidder is invited to the following Clauses of the bid documents.

**Non compliance of any one of which shall result in outright rejection of the bid.**

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

b) **Clause 2 & 10 of Section 4** : If the eligibility conditions as per Clause 2 of Section 4 is not met and / or documents prescribed to establish the eligibility as per Clause 10 of Section 4 are not enclosed, the bids will be rejected without further evaluation.

c) **Section-16 Price Bid**: Prices are not filled in as prescribed in price schedule.

31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4 PartA, the bidder company is given

opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

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

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

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

### **32.0 PURCHASER'S RIGHT TO DISQUALIFY:**

Purchaser reserves the right to disqualify the vendor for a suitable period (not less than One year & not more than 2 years) who habitually failed to provide service in time. Further, the MA do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period (Not less than One year & not more than 2 years) as decided by the purchaser

### **33.0 PURCHASER'S RIGHT TO BAN BUSINESS DEALINGS:**

Purchaser reserves the right to bar the bidder from participating in future tenders/EOIs/RFPs of BSNL for a period of two years in case he fails to honour his bid without sufficient grounds.

### **34.0 NEAR-RELATIONSHIP CERTIFICATE:**

34.1 The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the State. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and the purchaser will not pay any damage to the company or firm or the concerned person.

34.2 The company or firm or the person will also be debarred for further participation in the concerned unit.

34.3 The near relatives for this purpose are defined as:-

(a) Members 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(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

**34.4** The format of the certificate to be given in Section 6 (B)

**35.0 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 tenders 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 (EMD/BG) 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.

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## Section 5

# SPECIAL INSTRUCTIONS TO BIDDERS.

### 1. General

- 1.1 The successful tenderer will have to execute an agreement, after remitting the performance security deposit, in a stamp paper worth Rs. 100/- (Rupees One Hundred only) at his own expenses.
- 1.2 The contracting Company / Firm / Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this office.
- 1.3 The agency shall depute a co-ordinator, out of the deployed personnel, who would be responsible for immediate interaction with this office, so that optimal services of the persons deployed by the agency could be availed without any disruption.
- 1.4 For all intents and purposes, the contracting agency shall be the "Employer" within the meaning of different Labour Legislations in respect of personnel deployed for contractual services. The man power deployed by the contracting agency in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against BSNL
- 1.5 The persons deployed by the contracting agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this office during the currency or after expiry of the contract.
- 1.6 In case of termination of this contract on its expiry or otherwise, the persons deployed by the contracting agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in this office. Contractor should make it known the above to the personnel of the contractor.
- 1.7 This office will not be responsible to meet transportation, food, medical or any claims arising out of accidents during the course of employment and any other requirements in respect of the persons deployed by it (Agency) in this office except for the payment provided for, in this contract.
- 1.8 The contracting agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to personnel deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by contracting agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 1.9 Instructions contained in the tender notice, Scope of work and general instructions to tenderers are also part of the terms and conditions for the purpose of this tender.
- 1.10 The General Manager Telecom District / NAGALAND BA reserves right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting part

### 2. PERFORMANCE SECURITY DEPOSIT

The successful Tenderer shall within 10(Ten) days of receipt of intimation of acceptance of this tender deposit security deposit of 10 % of the value of work awarded, in the form of Bank guarantee in favour of Accounts Officer (Cash) BSNL NAGALAND BA, Dimapur or EMD money 2.5% will be converted into Security deposit , rest 7.5% to be submitted in the form of DD/Bank guarantee in favour of Accounts Officer (Cash) BSNL NAGALAND BA.

Security deposit will not earn any interest for any period whatsoever. Security deposit will be

returned after successful completion of the contract as certified by the competent authority of BSNL and after deducting the dues, if any, payable to the BSNL. In the event of any breach of any terms and conditions of the contract, the contract will be terminated and security deposit will be forfeited to the BSNL. No interest shall be paid on amounts payable to the contractor under this contract.

The bank guarantee furnished as security deposit should be valid for a period of not less than eighteen months from the date of agreement. If required the period of validity can be decided by General Manager BSNL NAGALAND BA Dimapur for period considered being suitable for a particular tender.

All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the security deposit or from any sum which may be due or may become due to the contractor by the BSNL on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the running bill of the contractor.

### **3 Conduct / Misconduct of the Personnel:-**

- 3.1 The persons supplied by the Agency should verify and submit if any Police records/criminal cases are pending against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to this Department. The service in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
- 3.2 The Service Provider's/Contractor's personnel working should be polite, cordial, positive and efficient, while handling the assigned work and their action shall promote goodwill to enhance the image of this office. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 3.3 In case, the person employed by the Contracting Company / Firm / Agency commits any act of omission / commission that amounts to misconduct /Indiscipline/ incompetence and security risks, the successful Company / Firm / Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by this office within 24 Hrs of being brought to their notice.
- 3.4 The contracting agency shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, pan, smoking etc in the office premises.
- 3.5 The contractor shall be responsible for any theft of the items by his personnel from the rooms or any other area of the office. The details of the stolen materials/ stores, will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of this office authority on this will be final and binding on the contractor.
- 3.6 The service provider shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

### **4.0. Details of Personnel:-**

- 4.1 The contracting Company / Firm / Agency shall furnish the following documents in

respect of the individual Attendants who will be deployed by it in this office before the commencement of work:

- a) List of Persons short listed by agency for deployment against the work and their Bio-data containing full details i.e. date of birth, marital status, qualification. address, Mobile no, e-mail id etc.
- b) Character certificate from a Gazetted officer of the Central/State Government.

- 4.2 PHOTO IDENTITY TO THE STAFF OF CONTRACTOR The contracting agency shall provide identity cards to the personnel deployed in this office carrying the photograph of the personnel and personal information as to name, DOB, age and Identification mark etc.

## 5. Engagement of Personnel's:-

- 5.1 The contracting agency shall ensure that the personnel deployed is competent enough to carry out the works specified as per scope of work.
- 5.2 The requirement of this office may further increase or decrease during the period of contract and the contractor would have to increase or decrease the personnel supply, if required on the same terms and conditions.

**6. Working Hours** Normally the working hours shall be from 09.30 to 18.00 Hrs including lunch break/rest on all working days. Every worker shall be given a weekly off on Sunday with the provisions of minimum wages (central) Rules 1960 as amended from time to time. The contractor may be called upon for the services on Sunday or Labour holidays also, if required, without any extra charge other than prorated wages as per the Minimum Wages Rules.

## 7. Legal

7.1 The Contracting agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in this office.

7.2 While supplying the personnel the relevant provisions of **child labour** (prohibitions and Regulation) Act, 1956, shall be complied by the agency.

7.3 Provisions of Interstate Migrant workmen (Regulation of Employment and Conditions of service) Act (in case of engagement of employees from other states), Employees Compensation Act, Maternity Benefit Act (in case of engaging women workers), Industrial disputes act, Payment of wages act and Fatal Accidents Act shall be complied by the contracting agency for the personnel deployed.

7.4 Contracting agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to this office to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

7.5 Contracting agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.

7.6 The contractor will be required to pay minimum wages as prescribed under the Minimum Wages Act. The contractor will maintain proper record as required under the Law/Acts.

7.7 The Contractor will ensure compliance of employees provident fund and Misc. provision Act, 1952 and an employee's Provident Funds scheme 1952 in respect of labours/ employees engaged by him for performing the supply of BSNL.

7.8 In respect of labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his own expense arrange for the safety provisions as per safety code framed from time to time and shall at his own expense provide for all facilities in connection there with. In case the contractor fails to make arrangement and fails to provide necessary facilities as aforesaid, Competent BSNL Authority shall be at liberty to make arrangement and provide facilities as aforesaid and recover the

costs incurred in that behalf from the contractor.

## 8. Payment of wages.

- I. The contractor shall fix wage periods in respect of which wages shall be payable.
- II. No wage period shall exceed one month.

### III. The wages of every person employed as contract labour by a contractor shall be paid before the expiry of seventh day of the following month..

- IV. Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- V. Each claim of bill contractors must accompany the (i)list showing the details of labour/ employees engaged (ii)duration of their engagement, (iii) the amount of wages paid to such labours/ employees for the duration in question, (iv) amount of EPF contribution( both employers and employees contribution) for duration of engagement in question, paid to the EPF authorities,(v) copies of authenticated documents of payments of such contribution of EPF authorities and (vi) a declaration from the contractors regarding compliance of the conditions of EPF Act, 1952 as amended from time to time.

## 9. INSOLVENCY OR DEATH OF CONTRACTOR

**9.1** In the event of the Contractor being adjudged insolvent or going voluntarily into liquidation or having received order or other order under Insolvency act made against him or, in the name of a Company or, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Contractor failing to comply with any of the conditions herein specified, the Competent BSNL Authority shall have the power to terminate the contract without previous notice.

**9.2** Contractor's heirs/representatives shall, without the consent in writing of the BSNL Authority, have the right to continue to perform the duties or engagements of the Contractor or under the contract in case of his death. In the event of the Contractor, with such consent aforesaid, transferring his business, and in the event of the Contractor being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, the Contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the Contractor under this contract and be subject to his liabilities there under. Proof of Death and other relevant documents to this effect shall be submitted to the Competent BSNL Authority in writing.

**9.3.** Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the Competent BSNL Authority on behalf of the BSNL shall have the option of terminating the contract without compensation to the Contractor, which does not amount to Breach of the contract.

## 10. SUB-CONTRACTS

**10.1** The Contractor shall not assign, sub-contract or sublet the whole or any part of the work covered by the contract or any benefit thereof without the prior written approval of the Competent BSNL Authority. Copies of all agreements entered into with any permitted sub contractor including rates for item of work of sub contract shall be furnished, to obtain in writing, prior approval of the Competent BSNL Authority before the sub Contractor or the agent or the assignees as the case may be allowed under the contract.

**10.2.** The Competent BSNL Authority reserves the right to refuse or permit any person or organization or sub-contractor to participate in the work covered by the contract. The assignment or sub-contracting or sub-letting of any such work, if permitted by the Competent

BSNL Authority shall not relieve the Contractor of any of his liabilities and responsibilities hereunder, the intention being that notwithstanding any assignment or sub-letting or sub-contracting, the Contractor shall be and remain primarily and principally liable to the Department in terms hereof and for the due fulfillment of the contracted work, any assignee or sub-contractor being regarded merely as the agency of the Contractor.

- 10.3.** Each assignee and sub-contractor shall be covered by the contract documents and shall perform the work, which he takes up in accordance with the same. The Department will have the same privileges and rights with respect to the inspection of work of assignees or sub-contractors as are provided for under the Contract Documents governing the work of the Contractor. As assignee or sub-Contractor shall provide insurance of the same type and limits as required of the Contractor.
- 10.4.** The Contractor shall indemnify, and save harmless the Department from and against all actions, suits, proceedings, costs, damages, charges, claims and demands what so ever, either in law or in equity and all costs (inclusive between attorney and client) and charges and expenses that the Department may sustain suffer or incur arising from or out of or incidental (to in connection with any act(s) or commission) of the Contractor, his agents, employees, assignee or sub- contractor. The provision shall also apply to the sub- contractor or assignee as the case may be.
- 10.5.** If contractor without written approval of Competent BSNL Authority, assign or sublet his contract, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt so to do, or if any bribe gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly, or indirectly, be given, promised or offered by the Contractor, or any of his servants or agent to any public officer or person in the employ of BSNL in any way relating to the office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Competent BSNL. Authority shall have power to adopt any of the courses specified in the tender document as he may deem suited in the interest of BSNL.
- 10.6.** Where the Contractor is a partnership firm, the previous approval in writing of the Competent BSNL Authority shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in the contravention of the agreement thereof and the appropriate action may be taken by the Competent BSNL Authority according to rules as deemed fit.

## **11. PENALTY CLAUSE:**

11.1 The contracted agency shall immediately provide a competent substitute. In case of non completion of scheduled works on any day the GM / NAGALAND BA will have right to recover the penalty of 5% per day at the approved rate up to 15 days, beyond 15 days 10% per day.

11.2 Compensation for interruption of service rendered, cost of materials or stores lost or damaged while carrying out the work, or cost of materials or stores not returned to this office on completion of work or cost of defective components, spares or tools, or towards damage of other utility services while carrying out the work, or any claim against the contractor for the payment of money arises out of or under this contract will be deducted from the monthly bill or any other amount payable to him.

11.3 In case, the contracting agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof this office is put to any loss



/ obligation, monitory or otherwise, This office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monitory terms.

## **12. Risk & Cost:**

If due to any circumstances the vendor does not execute the work for the desired period, then same will be get done by the out sourcing /other agency. For this whatever the amount of expenditure so made , will be deducted from billed amount /SD of the vendor.

## **13. DISTRIBUTION OF WORK:**

**13.1** The work will be awarded to L1 bidder only.

**13.2** During the contract period, at any time GMTD, NAGALAND BA reserves the right to short close the Contract with one month advance notice.

## **14. Rescission/Termination of contract**

**14.1** The contractor will be bound by the details furnished by him / her to this office, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

**14.2** In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this office besides annulment of the contract.

**14.3** This office reserves right to terminate the contract giving a week's notice to the contracting agency.

## **15. Termination for Insolvency:**

The BSNL may at any time terminate the Contract by giving written notice of 30 days to the Contractor, without compensation to Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the BSNL.

### **Optional Termination by BSNL (Other than due default of the Contractor):**

The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation

## **16. INDEMNITIES:**

**16.1** The contractor shall at all times hold the BSNL harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions, brought or procured against the BSNL its officers and employees and forthwith upon demand and without protect or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal connection with injury damages of the contractor or damage to property resulting from or arising out of or in

any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor

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

## **17 FORCE MAJEURE:**

17.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Department as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

17.2 Provided also that if the contract is terminated under this clause, the Department shall be at liberty to take over from the contractor at a price to be fixed by the Department, which shall be final.

## **18 ARBITRATION:**

18.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement the same shall be referred to sole arbitration of the Chief General Manager, (NE-II Telecom Circle) or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Chief General Manager (NE-II Telecom Circle) or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, (NE-II Telecom Circle) or the said officer is unable or unwilling to act as such to the sole arbitration no or some other person appointed by the Chief General Manager or the said officer, The agreement to appoint an arbitrator will be in accordance with the arbitration and condition Act, 1996. There will be no objection to any such matter to which the agreement relates or that in the course of his duties as BSNL servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. IN the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager or the said officer shall appoint another person to act as arbitration in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

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

18.3 The venue of the arbitration proceeding shall be the office of the Chief General Manager, (NE-II Telecom Circle) or such other places as the arbitrator may decide. The Following procedure shall be followed:

18.3.1 In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.

18.3.2 There should not be a joint submission with the contractor to the sole arbitrator.

18.3.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.

18.3.4 The onus of establishing his claims will be left to the contractor.

18.3.5 Once a claim has been included in the submission by the contractor, a reiteration or modification

thereof will be opposed.

18.3.6 The "points of defense" will be based on actual conditions of the contract.

18.3.7 Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual.

18.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defense".

18.3.9 If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.

18.3.10 The award of the sole Arbitrator shall be final and binding on all the parts to the dispute.

**19. SET OFF:**

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

**22. The contractor/service provider will be considered as employer and the employer portion of EPF will be reimbursed separately , on submission of the proof of the same. The contractor is bound to deduct the EPF from their eligible employee and must deposit the same and the employer share to the EPF authorities for applicable cases. The contractor/service provider will also deposit the ESI contribution to the concerned auth.**

## **SECTION- 6**

### **SPECIFIC TERMS AND CONDITIONS**

#### **(Commercial condition of contract)**

1. These conditions will supplement the General condition of the tender document and whenever there is a conflict, the provision herein will prevail over those in general conditions.

#### **2. ISSUE OF WORK ORDER**

**A Work Order will be issued by the AGM (Admn) O/O the GM, BSNL, NAGALAND BA after execution of agreement .The contractor has to carry out the work as per work order.**

3. **The Vendor has to ensure the wage payment to all the personnel's engaged for the work/services within 7<sup>th</sup> day of following month.**

4. **The contractor will submit the bill within 7<sup>th</sup> day of the following month for the previous month with all documents as described in clause of the General Terms & conditions failing which the bill may be rejected on the responsibility of the tenderer.**

5. The competent authority will approve the tender for one year or the agreement amount whichever is earlier. The competent authority will also have the option to extend the time period by another one year with the consent of the contractor at the same rate, Terms & conditions.

**6. The personnel's appointed for the works/services should be of good moral character and should have an identity card (Issued by the vendor).**

7. The contractor/service provider will be considered as employer and the employer portion of EPF will be reimbursed separately, on submission of the proof of the same. The contractor is bound to deduct the EPF from their employee and the deposit the same and the employer share to the EPF authorities for applicable cases. Amount of EPF to be reimbursed by BSNL will be up to the maximum of minimum wage.

8. The acceptance of quality & quantity of the work will be final and binding on the contractor. BSNL will be the final judge for productivity of the work.

9. The safety and security of the personals deployed for the work will be the sole responsibility of the contractor. .

11. Worker should have knowledge of local languages i.e. Nagamese and Hindi.

12. Office shall not be liable for any loss, damage, theft, burglary or robbery of any personnel belongings, equipment or working personnel of the service providers

13. The Service Provider's/Contractor's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as all are of confidential/secret nature that can attract legal action.

**14. The Service Provider's person shall not claim any benefit/compensations/absorption/Regularization of services in this office under the provision of Industrial Disputes Act, 1947 of Contract Labour(Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be taken by the service provider and has to be submitted.**

15. The personnel's deployed shall not claim any Master & Servant relationship against this office.

16. The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering without work.

17. Any personnel's engaged by the service provider shall be employee of the service provider and it shall be the duty of the service provider to pay their salary every month in time by the contractor. There is no Master & Servant relationship between the employees of the service provider and the Department .Further that the said person(s) of the service provider shall not claim any benefit. The contractor should not stop the payment of salary on account of delays not attributed to.

18. The service provider will provide the required service for a shorter period also, in case of any exigencies as per the requirement of the office.

19. BSNL reserve the right to cancel the contract at any stage without assigning any reason. However,

the agreement can be terminated by BSNL by giving one month's notice in advance.

**20.** On the expiry of the agreement as mentioned above, the agency will with-draw all its Assistance and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

**21.** Any increase in labour rate by the Govt will have to be borne by the contractor. The contractor will not claim any amount on these accounts.

**22.** The contractor has to comply all the laws, rules, guidelines related to the tendered work/labour etc. mentioned or not mentioned in the tender document.

**23.** In case the requirement is for lesser period i.e part of a month/day, the amount paid will be on proportionate basis.

**24.** Payment will be made by the contractor to their personals online or through Cheque.

**SECTION-7**

**UNDERTAKING & DECLARATION**

For understanding the terms & condition of Tender & Spec & Scope . of work

**a) Certified that:**

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

**b) The tenderer hereby covenants and declares that:**

- 1. All the information, Documents, Photo copies of the Documents/Certificates enclosed along with the Tender offer are correct.
- 2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.
- 3 . I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

Date: .....

Place: .....

Signature of Tenderer  
 Name of Tenderer .....  
 Along with date & Seal

—

## Section 8

### Near Relative Certificate FORMAT

**To:**

The AGM (Admn),  
O/O GM, NAGALAND BA,  
Super Market Complex, 1<sup>st</sup> Floor,  
Dimapur-797 112

**Sir,****Sub:** Near Relative Certificate.

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

Definition of near relative:

- (a) Members of a Hindu Undivided family
- (b) They are Husband & wife
- (c) The one is related to the other in the matter as father, mother, son(s), and son's wife(daughter-in-law) daughter's husband (Son-In-law), brother(s) wife, sister's & sister's husband( brother-in-law)

Yours Truly,  
(Signature with seal)

**Note:** In case of proprietorship firm, certificate will be given by the proprietor, for Partnership firm, certificate will be given by the all partners, and in case Limited Company, The certificate is to be given by all the Directors of the company.

**SECTION -9****PROFORMA****For the BIDSECURITY/ EMD Guarantee**

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

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

Whereas M/s ..... R/o ..... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs. ..../- (hereafter known as the "B. G. Amount") valid up to .... /...../ 20.... (hereafter known as the "Validity date") in favour Of General Manager, NAGALAND BA BSNL Dimapur, NAGALAND BA (Hereafter referred to as BSNL NGG) for participation in the tender of work of .....vide tender no. .... Now at the request of the Bidder, We ..... Bank .....Branch having ..... (Address) and Regd. office

address as ..... (Hereinafter called 'the Bank') agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL NAGALAND BA 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 NAGALAND BA by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".

3. We undertake to pay to the BSNL NAGALAND BA any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.

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

5. We the Bank further agree with the BSNL NAGALAND BA that the BSNL NAGALAND BA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said

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

6. Notwithstanding anything herein contained;



(a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.

(b) The guarantee shall stand completely discharged and all rights of the BSNL NAGALAND BA under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case BSNL NAGALAND BA demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "A O (Cash), NAGALAND BA BSNL Dimapur, payable at NAGALAND.

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

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

Telephone Numbers .....

Fax numbers.....

**Section 10**

**PERFORMANCE SECURITY GUARANTEE (Bond Form)**

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

Dated:.....

**Sub: Performance guarantee.**

Whereas General Manager, NAGALAND BABSNL Dimapur, NAGALAND BA (hereafter referred to as BSNL NAGALAND BA ) has issued an APO no..... Dated ...../...../20..... awarding the work of ..... to M/s ..... R/o..... (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of General Manager, NAGALAND BABSNL Dimapur, NAGALAND BA of Rs. ....- (hereafter referred to as "P.G. Amount") valid up to ...../...../20.....(hereafter referred to as "Validity Date") Now at the request of the Bidder, We .....Bank.....Branch having ..... Address) and Regd. office address as ..... (Hereinafter called "the Bank") agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNL NAGALAND BA that if in the opinion of the BSNL NAGALAND BA, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL NAGALAND BA the said sum limited to P.G. Amount or such lesser amount as BSNL NAGALAND BA may demand without requiring BSNL NAGALAND BA to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL NAGALAND BA shall be conclusive as regards the liability of Bidder to pay to BSNL NAGALAND BA or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL NAGALAND BA regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL NAGALAND BA shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL NAGALAND BA against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL NAGALAND BA or any indulgence by BSNL NAGALAND BA to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained;
  - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
  - (b) The guarantee shall stand completely discharged and all rights of the BSNL NAGALAND BA under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL NAGALAND BA demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO cash ,NAGALAND BA BSNL Dimapur, payable at NAGALAND BA.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer) Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

**SECTION 11  
FOR ATTENDING BID OPENING**

**[To reach before date of bid opening]**

To  
The AGM (admn),  
O/O GM, NAGALAND BA  
BSNL, 1<sup>st</sup> Floor,  
Dimapur-797 112.

**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.

<b>Order of Preferences</b>	<b>Name Specimen</b>	<b>Signatures</b>
I.		
II.		
Alternative Representative		Signature of bidder Or Officer authorized to sign the bid Documents on behalf of the bidder

Note: 1. Maximum 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 Representative is not able to attend.

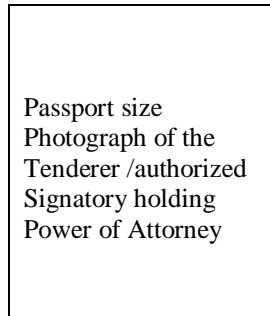
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

## SECTION-12

### Bidder's /Tenderer's profile & Questionnaire.

(To be filled in and submitted by the bidder )

1. Name of the Tenderer / firm \_\_\_\_\_
2. Name of the person submitting the Tender whose photograph is affixed  
Shri/Smt. \_\_\_\_\_



(In case of Proprietary/ Partnership firms, the Tender has to be signed by Proprietor / Partner only, as the case may be)

3. Telegraphic Address: \_\_\_\_\_  
Tel No. (with STD Code) (0) \_\_\_\_\_ (Fax) \_\_\_\_\_ (R) \_\_\_\_\_  
Mobile No. \_\_\_\_\_  
E mail Address \_\_\_\_\_

- 4 Registration and incorporation particulars of the firm:
  - (i) Proprietorship
  - (ii) Partnership
  - (iii) Private Limited
  - (iv) Public Limited

(Please attach attested copies of documents of registration/incorporation of your firm with competent authority as required by business law)

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

- 6 Tenderer's Enlistment certificates details.

- a. Category \_\_\_\_\_
- b. Issuing Authority \_\_\_\_\_
- c. Issued on \_\_\_\_\_
- d. Valid up to \_\_\_\_\_

(An attested copy of the enlistment Certificate may please be enclosed)

7.Tenderer's bank, its address

Details of the Bidder's Bank for effecting e-payments:

- (a) Beneficiary Bank Name:.....
- (b) Beneficiary branch Name:.....
- (c) IFSC code of beneficiary Branch.....
- (d) Beneficiary account No.:.....

(e) Branch Serial No.(MICR No.):.....

8. Permanent Income Tax number. Income Tax circle

9. GST Registration no -----

10. Vendor code in BSNL

11. Whether the firm has Office/ works (i.e. manufacture of the tendered item) In NAGALAND BA? If so state its Address

.....  
.....

**A) Questionnaire**

1. Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No.

1.1 If Yes, Give details

.....  
.....

2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.

2.1 If Yes, Give details

.....  
.....

3.. Suggestion for improvement of the tender document.

.....  
.....

.....

.....

Signature of Tenderer/Authorized signatory\_\_\_\_\_

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

## SECTION-13

### BID FORM

To,  
 The AGM (Admn),  
 O/O GM, BSNL  
 NAGALAND BA-797112.

Dear Sir,

- 1) Having examined the conditions of contract and specifications including addenda Nos..... the receipt of which is hereby duly acknowledged. We, undersigned, offer to give the Manual Assistants on hire basis in conformity with 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) If our Bid is accepted, we will obtain the guarantees or DD of a Scheduled/Nationalised Bank for a sum not exceeding 10% of the contract sum
- 4) We agree to abide by this Bid for a period of **180** 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. In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 12, shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**
- 5) We understand that you are not bound to accept the lowest or any bid, you may receive.
- 6) If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the Contract value for the due performance of the Contract.
- 7) 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).
- 8) 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 ..... 2016

Witness Name .....  
 Signature.....  
 Name .....  
 Address .....

Signature .....

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

**ANNEXURE-I****(Declaration Regarding Non Blacklisting)****(In Rs.100/- non-judicial stamp paper)****( IN CASE OF PARTNERSHIP FIRM PROPRIETOR OF FIRM/ COMPANY)**

I, ----- son of / wife of Shri----- and proprietor / Director/ partner of M/s.----- do hereby solemnly affirm and declare as under:

1. That I am the sole prop./partner/Director of M/s.-----has never ever been debarred and/ or blacklisted by any Dept. of Central Govt./State Govt./PSU/Public bodies/Municipalities and not having any on going litigation or court case pending or any other money suits also state that the bid is not submitted in the name of this firm, while being Director or partner or proprietor of such firm which is either debarred, black-listed or has entertained litigation or having on going litigation or court cases or money suits pending regarding the failure of providing goods & Services .

2 In case the above declaration is found to be incorrect or wrong, the contract if awarded to the firm shall be terminated immediately and the firm shall be liable to the black listed/debarred for future works/ contract with BSNL. Any such action however be without prejudice to BSNL's rights under the law.

The above declarations are given in accordance with the NIT conditions.

Signature of Proprietor/Partner/Director  
(Shri/Smt./Ms-----)

Note: The signatory should not affect any variation in the text of declaration.  
Declaration in any other form shall not be acceptable and render the bidder for penal action as decided by General Manager,NAGALAND BABSNL Dimapur ,NAGALAND BA-01.

**ANNEXURE – II****RTGS/ NEFT/ MANDATE FORM FOR VENDOR CREATION IN NAGALAND BA**

1. Vendor Name and address :
2. Vendor code (if available) :
3. Permanent Account Number (PAN) :
4. Particulars of Bank Account :
  - a. Name of the Bank :
  - b. Name of the Branch :
  - c. Branch Code :
  - d. City Name :
  - e. Branch Address :
  - f. Branch Telephone No. :
  - g. Bank Branch IFSC Code :
  - h. 9 Digit MICR Code :
  - i. Type of Account : (S.B. Current or Cash credit specify code )
  - j. Account :
5. Vendor's E-mail Address :
6. Vendor's Authorised Signatory- Name :
7. Vendor's Contract person Name :

I / We hereby declare that the particulars given above are correct and complete . If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the company responsible.

DATE: Authorised Signatory -----  
--

**BANK CERTIFICATE**

We certify that ----- has an account with number ----- and we confirm that the details given above are correct as per our record. We also confirm that we enable for receiving NEFT / RTGS credits.

Date:

Place:

Signature and Name of the authorized official of Bank with Stamp

(NOTE: To be filled in the firm's Letter Head )



**Annexure-III**

CERTIFICATE (DOCUMENT IS DOWN LOADED FROM WEB )

The downloaded tender document as published at the website (e-tender) has been used for bidding in this tender. It is certified [www.ne2.bsnl.co.in](http://www.ne2.bsnl.co.in) that no modification has been done to the contents of the tender document.

Place :

Date :

Signature of the bidder (Seal / Rubber stamp)

**ANNEXURE-IV**

**PROFORMA OF POWER OF ATTORNEY  
Non-Judicial Stamp POWER OF ATTORNEY**

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) \_\_\_\_\_ hereby 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 GM, NAGALAND BABSNL Dimapur, NAGALAND BA 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)

- 1.
- 2.

Signature of the Proprietor/Partners/Directors

- 1.
- 2.
- 3

**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 – 14****AGREEMENT BOND**

This agreement made on the ..... day of ....., 201 between -----  
-----, herein after called “The contractor”(which expression shall unless excluded by or repugnant to the context include its successors, heir, executors, administrative representative and assignee) of the one part & General Manager BSNL Dimapur, NAGALAND BA on behalf of BSNL hereinafter referred to as the ‘A Government of India Enterprise’ of other part.

Where as in pursuance of tender notice No. ....  
dated ....., the contractor has offered to enter into contract with the BSNL for “ -----  
-----**under NAGALAND BA BA** as per terms and conditions herein contained and the rate approved by the BSNL have been duly accepted and whereas the contractor has furnished necessary Security Deposit of ..... (Rupees ..... ) only deposited in the form of “ Banker’s Cheque/Demand Draft “ vide No. ....dtd. .... drawn on ..... (name of bank). The EMD money deposited at the time of tender of ..... (Rupees ..... ) only vide BC No. ....dtd. ...., ..... Bank which has been converted into security money & no interest will be claimed on these security deposits.

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

- 1) The contractor shall during the period of this contract that is to say from ..... to ..... or completion of work, whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned. It is understood by the contractor that quantity of material mentioned on the schedule is likely to change as per actual requirement as demanded by exigencies of service.
- 2) The contractor shall carry out the above mentioned work per month basis for one year and as specified in the NIT at the rate , terms and condition.
- 3) The NIT (notice inviting tender), Qualifying and financial bid , letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, supply orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.
- 4) The contractor hereby declares that nobody connected with or in the employment of the department of BSNL /BSNL is not/shall not ever be admitted as partner in the contract.
- 5) The contractor shall abide by the terms and conditions, safety precautions etc. including any correspondence between the contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.
- 6) BSNL shall not be responsible for any mislead/ accident during the execution of the work. The contractor shall indemnify BSNL against any claim on this account and pay compensation, treatment cost etc. if any to labour from his own pocket.
- 7) The contractor shall have to complete the works within the period specified in the work order issued from time to time ..
- 8) In case of non supply of person on any day the GM/ **NAGALAND BA**  
will have right to recover the penalty of 5% per day per person at the approved rate up to

15 days, beyond 15 days 10% per day per person.

In witness where of the parties presents have here into set their respective hands and seals the xx-xx of year 201

Above Written:

Signature :  
Name & Address  
of the contractor:

Signature:  
Name :  
(For & on behalf of the Bharat Sanchar Nigam Ltd.)

This agreement signed in the presence of the following witnesses.

1. Witness  
Signature  
Name & address

2. Witness :  
signature  
name & address:

## SECTION -15

(FINANCIAL BID/PRICE BID)

**NOTE:-1.** The volume of work of which estimated cost is shown is only indicative. BSNL is not responsible for any loss due to any change in volume of work.

1. Name of tendering Company/Firm/Agency: -----
2. Details of Earnest Money Deposit: Rs. -----
3. D.D/P.O No. & Date -----
4. Drawn on Bank -----

Sl. No	Description of work	Estimated cost of Tender	Service Charge in percentage (%)		TOTAL
			Quoted Rates (in %)		
			In Figure	In Words	
1	2	3	4	5	6
(i)	TENDER for Housekeeping services (Cleaning, washing, cooking, etc.) at Dimapur BSNL IQ and Kohima BSNL IQ and DG operation in O/o GM, BSNL Nagaland BA and CGMT/GM NLD BA IQ.	<b>Rs 1030320/- (Rupees ten lakhs thirty thousand three hundred twenty) only excluding GST</b>	BELOW _____  AT PAR _____  ABOVE _____	BELOW _____  AT PAR _____  ABOVE _____	

**Note:-**

01. The Service Charge approved will remain same during the agreement period along with any extension approved.
02. Employer contribution of EPF/ESI amount will be reimbursed as per actual payment against the personnel deployed in this office during the preceding month.

**DATE:**

**Signature of Tenderer**

**Place:**

**With Seal/Stamp**

All the clauses and conditions complied

Seal & Signature of Tenderer

**CHECK LIST**

S.No.	Points of checking	Yes / No
1	Submission of the full set of Tender document (e-tender/NIT) in PDF form signifies that the tenderer has gone through the tender document , has understood the meaning of each of the terms of conditions of the Tender and that the tenderer is agreeable to all the terms & condition of the Tender document set.	
2	Attested copy of registration for firm (In case of partnership firm) and incase of companies registered under Companies Act 1965, Memorandum of Association and Articles of Association and affidavit of the sole proprietorship deed in case of proprietorship firm as the case may be .	
3	The contractor shall abide by different labour laws issued by the State / Central Govt. such as minimum wage, EPF, ESI etc. A neceBArY undertaking in this regard shall be submitted by the bidder along with tender document	
4	A declaration letter mentioning that labour license will be obtained from Assistant Labour Commissioner(Central) on award of contract within one month after receiving the work order if required as per rule	
5	Attested copy of the PAN and latest Income Tax Return for the Assessment year 2018-19	
6	Attested copies of 'GST' Registration & Latest GST return are mandatory.	
7	Attested copies of EPF and ESI registration	
8	Attested copy/copies of the certificates of work experience for satisfactory completion of work as per clause 4.1.2	
9	Turnover Certificate as per tender requirement	
10	Declaration that no near relatives working in BSNL as per attached Performa and In case of partnership firm near relative declaration to be submitted in prescribed format by each partner and in case of Companies by each Director	
11	Partnership firms should submit attested copies of Registered Partnership deed of registration certificate or true extract) and power of Attorney	
12	Declaration regarding the bidder has not been barred for participation in BSNL tenders	
13	Bid Security in accordance with tender clause	
14	List of qualified experienced personnel, who are working for the tenderer, who will be deployed for the work.( Documentary proof of each personnel to be attached)	
15	Proof of cost of tender document	
16	The Tenderer must have its Office located at within the jurisdiction of NAGALAND BA BA and must be having at least one phone in the office as well as at least one phone in the residence of the contact person of the Tenderer .Proof for same must be submitted.	
17	Tenderer's profile duly filled in the tender document	
18	Copy of Trade licence	
19	Annexure 3 -Certificate ( TO BE GIVEN AS THE TENDER DOCUMENT IS DOWN LOADED FROM WEB )	
20	Undertaking and Declaration as per Section 6(A)	