



BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

O/o Chief General Manager, N E-1 Circle, BSNL, Shillong - 793001

File No: - NE1CO-23/11(26)/23/2024-CFA/546056 /001

Dated:-07/10/2024

E-TENDER DOCUMENT

FOR

SLA based Watch & Ward/ Security Services at various Establishment under GMTD Tripura BA for 2 years.

Tender ID: 2024_BSNL_210099_1
BHARAT SANCHAR NIGAM LIMITED
 (A Government of India Enterprise)

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File No: - NE1CO-23/11(26)/23/2024-CFA/546056 /001

Dated:-07/10/2024

From

Assistant General Manager (MM)

O/o Chief General Manager Telecom, CTO building, NE-1 Circle, Shillong-793001

Sub:- Bid document for SLA based Watch & Ward/ Security Services at various Establishment under GMTD Tripura BA.

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

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If interested kindly submit your offer by means of online bids through electronic tendering at the portal detailed in **Section 4 Part C**, E-tendering Instructions to Bidders.

-Sd/-

Assistant General Manager (MM)

Signature of the bidder

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- d) Turnover of last three financial years i.e. 2021-22, 2022-23 & 2023-24 duly certified by C.A. (At least 30 % of tender cost per year), audited annual report.
- e) **Annual financial turnover for Start-ups only:** - (In compliance with circular No BSNL CO MMT /12/(13)/ 1/2020 MMT dt 8.4.2021 AGM (MMT) BSNL CO OF N.D.) Average Annual Financial turnover from the year of the formation of the Company should be 20% of Annual estimated cost for this Tender, for the last three Financial Years i.e. 2021-22, 2022-23 & 2023-24 or from the formation of the company, whichever is less, if startup is participating in individual capacity. The bidder shall furnish the audited Balance Sheet and audited Annual Report for last three consecutive years signed and certified by CA.
- f) Valid PAN Number.
- g) Copy of GST Registration.
- h) IT returns (A.Y. 2021-22, 2022-23 & 2023-24).

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

5. Bid Security/EMD:-

Bidders are required to furnish the Bid security by DD or BG as below:

- (a) Demand Draft/ Banker's cheque issued by any Nationalised /Scheduled Bank drawn in favour of "**The Accounts Officer (Cash), O/o CGMT, NE1 Circle, BSNL, Shillong**".
- Or
- (b) Bank Guarantee from a scheduled bank drawn in favour of "**The Accounts Officer (Cash), O/o CGMT, BSNL, NE1 Circle, Shillong**" which should be valid for 180 days (i.e. one month above the offer validity period subject to maximum of 210 days) from the TENDER opening date.
- Or
- (c) Online payment mode through NEFT with Account details as below.
- Beneficiary Name: **The Accounts Officer (Cash), O/o CGMT, BSNL, NE1 Circle, BSNL Shillong**
- Bank Name: State Bank of India, Shillong Main Branch
- IFSC code: **SBIN0000181**
- Account Number: **10881231622**
- (d) However, scanned copies of the Bank Transaction details with UTR number towards the successful e-payment for EMD are required. Originals of bank receipts towards tender fee, EMD shall be submitted by bidder on any date before or within 5 days of bid submission end date falling which the tender bid shall be rejected. However, the evidence of successful payment of EMD/Tender Fee must be mandatorily uploaded in e-tendering portal.
- (e) MSME units shall be exempted from submission of 'EMD/Bid Security' on production of requisite proof in respect of valid certification from MSME for the tendered item (please note that only 'Micro' and 'Small' category businesses are eligible for this concession). The bidders, who fail to submit Udyam Registration Certificate with URN number, will not be able to avail the benefits available to 'Micro' and 'Small' Enterprises as contained in Public Procurement Policy for MSE Order, 2012 issued by MSME. MSME (Micro/Small), etc shall furnish, as part of their bid documents, a "Bid Security Declaration" as per annexure-6 in lieu of Bid Security (EMD).

Section- 2**Tender Information****1. Type of tender- :**

- a) No. of Bid Submission Stages for tender: **Single**
- b) No. of Covers for submission of Bids: **Two Nos. (Opening stages)**

The bidder shall submit Techno-commercial & Financial bid simultaneously. The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bids only shall be opened.

2. Bid Validity Period:-150 days. (From the date of technical bid opening).

3. The tenders is invited under two cover system, the first cover will be named as techno-commercial & will contain documents of bidder's satisfying the eligibility/Technical & commercial conditions and 2nd cover will be named as financial cover containing financial quote (BOQ in case of E-Tender).

a) Techno-commercial cover shall contain:-

- i) EMD.
- ii) Cost of the tender documents i.e. tender fee.
- iii) Certificate(s) showing fulfilment of the eligibility conditions as stated in Clause 4 of the DNIT.
- iv) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section-4 Part A.
- v) Clause by clause compliance as per clause 11.0 of Section-4 Part A.
- vi) Bidder's Profile & Questionnaire duly filled & signed of Section 8 Part A.
- vii) NO NEAR-Relation Certificate duly filled & signed.
- viii) Undertaking & declarations duly filled & signed
- ix) Documents stated in clause 10 of Section-4 Part A.
- x) Tender documents duly signed at each page for having read it & accepted it.
- xi) Tender/ Bid form- Section-9 Part A.
- xii) Electronic Form (BOQ)-Technical (in case of tenders invited through e-tendering process)
- xiii) Turnover certificate duly certified by CA (Fy 2021-22, 2022-23 and 2023-24).
- xiv) Solvency certificate.
- xv) Non Blacklisted Certificate.

Signature of the bidder

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xvi) A self-declaration on the company's letterhead along with the evidence that the bidder is not black listed by GST authorities. In case the bidder gets black-listed during the tenure of BSNL contract, then any loss of Input Tax credit thereof shall not be borne by BSNL due to default of the bidder.

(xvii) In case of multiple GST numbers, all the numbers shall be provided at "Bidders Profile & Questionnaire".

(xviii) A valid license under the provision of **Private Security Regulations Act (PSRA)** providing for operation in the respective State or Union territory where services are being offered.

b) Financial cover shall contain:

Electronic Form- financial (**BOQ**) to be submitted **ONLINE**.

Note: - The following original documents may be submitted **OFFLINE to the AGM (MM), Room No: 307, 2nd Floor, O/o CGMT, NE1 Circle, BSNL, Shillong-793001** on or before the date & time of submission of bids in a sealed cover. The cover shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).

- i) EMD – Bid security (DD/Banker's cheque).
- ii) DD/ Banker's cheque of Tender fee.
- iii) Power of Attorney in accordance with clause 14.3 of section-4 Part A and authorization for attending bid opening.
- iv) MSE/NSIC certificate.
- v) However, scan copy of all the above documents are to be mandatorily submitted **ONLINE**.

4. Period of Contract:-

The contract shall be for two years (unless otherwise specified) but purchaser (BSNL) reserves the right to extend the contract period by six months or one year beyond the period specified in the letter of acceptance (tender), on the same rates and other terms & conditions of the tender after reviewing the performance of the contractor at the end of the contract period. Performance security deposit/bank guarantee will be extended on proportionate basis.

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- t. The BSNL officers will carry out inspection of security guard performance from time to time. If any security guard is found to be negligent towards his duty or found to be in drunken condition, then this security guard should be removed and replaced by the agencies as per direction of BSNL.
- u. The BSNL, Tripura, may assign additional duties and responsibilities to the security guard from time to time as per the actual field requirements and conditions.

2. Details of work:-The work involves following activities:-

Sl. No.	Name of the Item to be supplied	Approximate man-hours required (in Hrs)
1	Supply of unarmed Security Guards for different establishment under GMTD Tripura BA (Total- 3 locations)	35040

Note 1: The hours of Man Power against each Security Guard stated above is an estimated and BSNL reserves the right to vary the quantity to the extent of $\pm 25\%$ of specified quantity without any change in unit price or other terms & conditions except fall clause if applicable.

SECTION-3 Part B**Schedule of Rate**

SN	DESCRIPTION OF JOB	Estimated Man hours required per day	No. of days in a year for which the service is required	Total number of Man hours for which the service is required in a year	*Rate per hour to execute the work in Rs	Expected expenditure per year In Rs	Expected expenditure for two years
a	b	c	d	e = c*d	f	g=e*f	h=2*g
1	Tripura (Class C)	48	365	17520	106.66	1868683.2	3737366.4
2	Contingency fund (if any)**					186868.32	373736.64
3	Total estimated cost for two years						4111103.04
	Rounded off to						4111103

Note:

- i) *Above rates are arrived based on rates + VDA inclusive of EPF and ESI as on 01.04.2024.
- ii) **The contingency fund is for BSNL internal use, the bidder shall quote his rate above the rate mentioned in Col f.

SECTION-3 Part C

SCHEDULE OF REQUIREMENT

1. Details of work:-The work involves providing watch and ward and security service in the following three locations:-

A. Door Sanchar Bhavan, Kaman Chowmuhani:

(i) It's a 5 storey building with approx plinth area of 54,716.76 sq. ft. including Open Space of 8,718 sq. ft. This building has one gate at front side by the main road and one emergency rear gate.

(ii) Armed/unarmed security personnel must be engaged for 12 hours per day watch and ward service.

B. North Gate Telephone Exchange:

It has three buildings:

(i) North Gate CSC: Plinth area 3325.59 sq ft

(ii) North Gate Telephone Exchange Building (Indoor & Outdoor): Plinth area 39275 sq ft

(iii) Northgate BSNL complex open spaces = 11291 sq ft.

Total Area of Northgate = 53891.59 sq ft (Approx)

(iv) Armed/unarmed security personnel must be engaged for 12 hours per day watch and ward service.

C. AD Nagar Telecom Store:

(i) Total area of AD Nagar Telecom store: 70811 sq ft

(ii) Armed/unarmed security personnel must be engaged for round the clock (24X7) watch and ward service.

Note 1: The work to be carried-out as stated above is estimated and BSNL reserves the right to vary the quantity to the extent of $\pm 25\%$ of specified quantity without any change in unit price or other terms & conditions.

Note 2: The character and conduct of the staff should be verified by the contractor.

Note 3: The contractor shall be responsible for any theft of items in the rooms by the staff employed by him or any theft during the duty period of staff. The full cost of the material lost due to theft will be recovered from the contractor. The decision of the BSNL NE1 CIRCLE, SHILLONG Authority on this account will be the final and binding to the contractor.

Note 4: The cost of uniform, service coats dungarees, if provided will be borne by contractor.

Note 5: This Tender is completely job contract work. It is no way related to man power.

Section-4 Part A**GENERAL INSTRUCTIONS TO BIDDERS (GIB)****1.0 DEFINITIONS**

- (a) "The Purchaser" means the Chief General Manager (CGM), North East 1 Telecom Circle (NE1) on behalf of the B.S.N.L. or any other officer working under the delegated authority of CGM, NE1 Telecom Circle.
- (b) "The Bidder" means the individual or company/firm who participates in this TENDER and submits its bid.
- (c) "The Supplier" or "The Vendor" or "The contractor" or "Service Provider" means the individual or firm supplying the goods & services under the contract.
- (d) "The Goods" or "Services" means all the equipment, machinery, and/or other materials or any services which the Supplier is required to supply/provide to the Purchaser under the contract.
- (e) "The Advance Purchase Order (APO) / Advance Work Order (AWO)" or "Letter of Intent (LOI)" means the intention of Purchaser to place the Purchase Order (PO) and / or Work Order (WO) on the bidder. Conveyance of approved rates by BSNL and acceptance of approved rates of APO / AWO / LOI by bidder shall form the contract.
- (f) "The Purchase Order (P.O.) / Work Order (W.O.)" means the order placed by the Purchaser on the Supplier signed by the Purchaser containing the goods to be delivered or services to be performed for various BSNL customers as per requirement from time to time during validity of contract.
- (g) "The Contract Price" means the price payable to the Supplier under the purchase order / work order for the full and proper performance of its contractual obligations.
- (h) "Telecom Service Provider" means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- (i) "Successful Bidder(s)" means the bidder(s) to whom work in this tender is awarded.
- (j) "BA Head" means the Business Area Head or overall incharge of the area for which the tender is called for or the work is awarded.

2.0 ELIGIBILITY CONDITIONS:-

Kindly refer to eligibility criteria mentioned in Section-1 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 i.e. BSNL will, in no case, is responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.0 DOCUMENTS REQUIRED

Signature of the bidder

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

5.0 CLARIFICATION OF BID DOCUMENTS

5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives 7 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.

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

6.0 AMENDMENT OF BID DOCUMENTS

6.1 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.

6.2 The amendments shall be notified in writing by FAX or Email or by Addendum through e-tendering portal to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.

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: - The bid prepared by the bidder shall ensure availability of the following components:

(a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10.

(b) Bid Security furnished in accordance with clause 12.

(c) A Clause by Clause compliance as per clause 11.0.

(d) A Bid form and price schedule completed in accordance with clause 8 & 9.

8.0 BID FORM

8.1 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 give the total composite price inclusive of all Levies & Taxes excluding **GST** which will be paid extra at actual, wherever applicable. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the services it proposes to supply under the contract as per the price schedule (BOQ in case of E-Tender) given in Section-9 Part B. The offer shall be in Indian Rupees.

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

(a) Bidder shall quote rates based on area given and his own observation during visit to each site.

(b) The supplier shall quote as per price schedule given in Section-9 part B for all the items given in schedule of requirement at Section-3 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"

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

10.1. The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.

a) Documents to establish the eligibility and qualification of bidder as specified in Section-1 and Section-4 Part B.

b) Original Power of Attorney as per clause 14.3 (a) and authorization for executing the power of Attorney as per clause 14.3 (b) and (c).(If applicable).

c) Documentary proof of certificate of GST (whichever is and if applicable) and certificate of EPF and ESIC registration.

d) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34 (If applicable).

e) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.

f) List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.

g) Shop establishment certificate in case of sole proprietorship firm, certificate of incorporation in case of company and registration of firm in case of partnership firm.(Whichever is applicable).

h) GST registration certificate.

i) A self-declaration on the company's letterhead along with the evidence that the bidder is not black listed by GST authorities. In case the bidder gets black-listed during the tenure of BSNL contract, then any loss of Input Tax credit thereof shall not be borne by BSNL due to default of the bidder.

k) **MSE/NSIC** certificate (for claiming exemption from payment of EMD and tender document cost.)

10.2 Documentary evidence for financial and technical capability:-

a) The bidder shall furnish audited Annual Report and a turn over certificate from its bankers/chartered accountant to assess its financial capability for last three financial years and solvency certificate minimum to the extent of **40%** of tender cost. The solvency certificate shall not be older than twelve months from the date of issue of NIT.

b) The bidder shall furnish documentary evidence about technical capability necessary to perform the contract.

11.0 DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BID DOCUMENTS

The bidder shall furnish a clause-by-clause compliance on the purchaser's technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. A bid without clause-by-clause compliance of the Scope of Work shall not be considered.

12.0 BID SECURITY / EMD

12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(NIT).

12.2 The bidders submitting valid **MSME/NSIC** (Micro/Small) are exempted from payment of bid security/EMD and tender document cost. However, they shall furnish, as part of their bid documents, a "Bid Security Declaration" as per annexure-6 in lieu of Bid Security (EMD).

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

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

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

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security.

12.7 The EMD/Bid security may be forfeited:

a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity as specified by the purchaser in the bid form or extended subsequently; or

b) If the bidder does not accept the APO/AWO/LOI/PO or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

13.0 PERIOD OF VALIDITY OF BIDS

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

19.2 Only one representative of any bidder shall be authorized and permitted to attend the bid opening.

19.3 The financial bids of those bidders, who are approved to be techno-commercially compliant by the competent authority, will be opened.

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, time and venue remaining unaltered.

20.0 CLARIFICATION OF BIDS

20.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid.

20.2 BSNL reserves the right to seek clarification from the bidder in respect of any document / statement submitted by him. The bidder shall have to provide all clarification to the best of his ability within 7 days of receiving such query.

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 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 supplier does not accept the correction of the errors, its bid shall be rejected.

21.4 Prior to the detailed evaluation pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

21.5 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

22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the services offered inclusive of Duties and taxes (but excluding GST).

23.0 CONTACTING THE PURCHASER

The agreement shall be valid for a period of two **years** and will be extended on same terms and conditions in step of six months but not more than one year subject to satisfactory performance during the previous period by the contractor. This is subject to extension of the Performance Bank Guarantee of same amount or enhanced amount as per the discretion of BSNL, one month prior to the end of the agreement.

31. REJECTION OF BIDS

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

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

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

c) Clause 11.0 of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.

d) Section-4 Part A clause 9.5 on discount which is reproduced below:-

"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".

32 AND 33 DELETED

34. NEAR-RELATIONSHIP CERTIFICATE

34.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the BSNL units*

In case of bidder being proprietorship firm, this certificate will be given by the proprietor. For partnership firm, the certificate will be given by all the partners.

In case of bidder being Company/Limited company the certificate will be given by all the Directors of the company, but excluding following:

- a) Government of India/ Financial institution nominees and independent non-Official part time Directors, appointed by Govt. of India or the Governor of the state and
- b) Full time Directors of PSUs, both Central and State

Due to any breach of these conditions or incorrect declarations by the bidder [Company or firm or any other person], the tender /bid submitted will be cancelled and Bid Security will be forfeited at any stage, whenever it is noticed and

APPENDIX TO SECTION- 4 PART-A

S. N.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	and detection of default at any stage from receipt of bids till award of APO/AWO/LOI/ AWO issue of PO/WO.	
	c) Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Goods and Services Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender.	
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
	Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	(i) If detection of default is prior to award of APO/AWO/LOI	i) Rejection of Bid & ii) Forfeiture of EMD.
	(ii) If detection of default after issue of APO/AWO/LOI but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of APO/AWO/LOI ii) Rejection of Bid & iii) Forfeiture of EMD.
	(iii) If detection of default after receipt of PG/ SD (DD, BG etc.)	i) Cancellation of APO/AWO/LOI; ii) Rejection of Bid & iii) Forfeiture of PG/ SD.
		However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	(iv) If detection of default after issue of PO/ WO	i) Termination/ Short Closure of PO/WO and Cancellation of APO/AWO/LOI
		ii) Rejection of Bid &
		iii) Forfeiture of PG/ SD.
		However on realization of PG/ SD amount, EMD, if not released shall be returned.
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	

S. N.	Defaults of the bidder / vendor	Action to be taken.
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders,	Forfeiture of EMD.
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/AWO/LOI and SD/ PG by L-1 bidder within time period specified in APO/AWO/LOI.	
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price - price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.

5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price - price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract	
	(a) for amount already paid by BSNL	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A or by any other legal tenable manner.
	(b) for Quantity in excess of that supplied by Vendor to BSNL.	ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	
	Note 5:-The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:-This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc. iv) Legal action will be initiated by BSNL against the Vendor if required.
	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	
	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.	
	c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is

		commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute
	a) inspite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) inspite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/Goods and Services Tax / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.

12	The following cases may also be considered for Banning of business:	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	
	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
	Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.	
	Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.	
	Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.	

SECTION-4 Part B**SPECIAL INSTRUCTIONS TO BIDDERS**

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

1. PRELIMINARY EVALUATION

- (i) 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.
- (ii) If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- (iii) Prior to the detailed evaluation pursuant to clause 2, 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.
- (iv) 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.
- (v) 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. If required, in such cases, the bidder may be asked to submit necessary clarification & supporting authenticated documents during evaluation.

2. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 1.

The financial proposals of only those Bidders, whose techno-commercial proposals have been determined as substantively responsive, shall be opened.

Financial evaluation shall be done for all the works together, as a package.

The financial bid shall be evaluated as lowest package cost quoted by the Bidder. After evaluation, BSNL shall prepare a list of bidders, arranged in increasing order of the quoted package rate starting from the lowest (i.e. L1, L2, L3 and so on) separately for the purpose of awarding work.

If the quoted rate of two or more participating Bidders (L1 or L2 rates only) are same, then reverse auction will be done to arrive at final L1 Rates.

3. FINANCIAL PROPOSAL

The Firm shall submit the financial bid as per format in Section 9-Part B.

The Financial offer should be strictly in the format as at Section 9 Part B and any variation may render the offer invalid.

The prices quoted should be limited to 2 decimal points only. Any figure after 2 decimal points shall be ignored for all purpose.

In case of variation between rate mentioned in figures & words, the amount in words shall prevail.

4. DELETED

5. DISTRIBUTION OF QUANTITY:

The Purchaser intends to limit the number of technically and commercially responsive Bidders to one(1) bidder for all the items from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest package rates for the purpose of ordering against this TENDER. The distribution of the quantity shall be as given in Table 1 below.

Work Distribution will be done to two bidders (L1 & L2) in the proportion of 60:40. If L2 bidder refuse to work on L1 bidder's rate, L1 bidder will be given 100% work. E-Reverse bidding shall be done if L1 Rate is too high or more than one bidder (L1 or L2) has quoted the same rate, to arrive at final L1 Rate.

Table 1(A)

No. of Bidders to be considered approved (Col. 1)	Quantity allotted to the respective bidder(Col. 2)				
	L1	L2	L3	L4	L5 and so on
One bidder	100%	Nil	Nil	Nil	Nil
Two bidder	60%	40%	Nil	Nil	Nil

In the event of any of the eligible bidder(s) not agreeing to supply the equipment or not being considered by BSNL for ordering the equipment, inter-se ranking of the bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot(s). This will be done to ensure that the number of bidders on which order for supply of equipment to be placed remains same, as specified in the tender. However, the purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

6. RANKING: Ranking & Evaluation of the offers will be made on Package value basis.

7. Paying authority shall be the Accounts Officer (Cash), NE1 Circle, BSNL, Shillong and details shall be indicated in PO / WO.

8. (i) TENDER shall be processed & APO/AWO/LOI/ AWO shall be issued by this office based on the input received from the respective vertical/Tripura BA.

(ii) The Award letter on successful submission of PBG shall be issued by the AGM(MM) of NE1 Circle, Shillong.

(iii) The Agreement of Contract (AOC) to be executed between Contractor & BSNL shall be conveyed along with AWO based on terms and conditions of the TENDER.

9. In case of any change in constitution of firm / company or transfer of ownership, during the contract period, written approval of tendering authority shall be obtained by submitting the necessary documents, with undertaking that the changed entity shall continue to perform the contractual obligations of the supplier under this contract.

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10. In case of unreasonableness of the quoted rates, due to exceptional circumstances as stipulated in para (i) of CVC Circular No. 4/3/07 dated 3/3/2007, the tendering authority may negotiate with L1 bidder(s). As a result of negotiation, if the PNC (Price Negotiation Committee) recommends either-

(a) Rates after negotiation are reasonable & the recommendations of PNC are accepted by the Tender Accepting Authority;

OR

(b) The rates after negotiation are unreasonable & the recommendation of PNC is accepted by the Tender Accepting Authority.

Based on either of the above recommendations of the PNC and its acceptance by the Tender Accepting Authority, the quantity to be ordered may be determined as full quantity for (a) or bare minimum quantity for (b) above. In case of latter, it is up to the Tender Accepting Authority to decide whether a bare minimum quantity is to be procured or not procured at all, depending on the exigency of the case. The quantity whether full or bare minimum as decided by the tender accepting / approving authority shall be distributed among L1, L2, L3, etc. Bidders at L1 rate, as per tender conditions / provisions. However, the purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

Signature of the bidder

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Section-4 Part C**E-tendering Instructions to Bidders**

Note :-The instructions given below are as per NIC's e-tender portal and for e-tenders invited by CGMT, NE1 Circle, Shillong

General

These Special Instructions (for e-Tendering) supplement 'General (commercial) conditions', as enclosed in Ann-I of the Tender Document. Submission of Bids only through online process is mandatory for this Tender. For conducting electronic tendering, BSNL NE1 Circle has decided to use the portal <http://www.etenders.gov.in> through Central Public Procurement Portal of NIC, (Govt. of India).

1. Tender Bidding Methodology:

Sealed Bid System – 'Single Stage Using Two Covers',

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

2. Broad outline of activities from Bidders prospective:

- i) Procure a Digital Signing Certificate (DSC)
- ii) Register on Electronic Tendering System[®] (ETS)
- iii) Create Users and assign roles on ETS
- iv) View Notice Inviting Tender (NIT) on ETS
- v) Download Official Copy of Tender Documents from ETS
- vi) Clarification to Tender Documents on ETS
 - Query to BSNL (Optional)
 - View response to queries posted by BSNL, as addenda.
- vii) Bid-Submission on ETS.
- viii) Attend Online Tender Opening Event (TOE) of Techno-commercial Part
- ix) View Post-TOE Clarification posted by BSNL on ETS (Optional) Respond to BSNL's Post-TOE queries
- x) Attend Online Tender Opening Event (TOE) of Financial-Part (Only for Technical Responsive Bidders).

3. For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.

a. Digital Certificates:

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

b. Registration :

To use the Electronic Tender portal (<https://www.etenders.gov.in/>), vendor needs to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. For further details, use the Electronic Tender portal www.etenders.gov.in. The vendor should visit the home page of the portal www.etenders.gov.in and go to the e-procure link then select Bidders Manual KIT on successful submission of Registration details. Please contact NIC Helpdesk as given below, to get your registration accepted/activated.

NIC HELPDESK	
Telephone No. (Toll Free)	1800 233 7315
E-Mail I.D.	cphp-nic@nic.in (Please mark cc to support-nic@ncode.in)
BSNL CONTACT DETAILS.	
BSNL's Contact Person-1	Shri R.R. Barapatre AGM(MM)
Telephone No.	0364-2222008 (Between 10:00 hrs. To 17.30 Hrs. On working days.)
E-Mail I.D.	tendercellne1co@gmail.com

4. Method for submission of bid documents:-

The bid-submission shall be online on CPPP, however some documents mentioned bellow in clause 4.2 are to be submitted physically offline as follows:

4.1 Online submission: (as per tender document) :

Sl.No	Contents of 1 st Electronic Cover	Contents of 2 nd Electronic Cover
01	The documents listed in CHECK LIST (section-8 Part B)	(1) Price Schedule (BOQ) as included in tender document. (Download Price Schedule (BOQ) in XLS format, duly fill in the required details & upload)

Note:- (i) In e-Tendering portal due to limitation of software only 15 files in PDF Format can be uploaded. Hence each PDF file is

Therefore while preparing the PDF file, scan all the documents mentioned in the respective file duly heading of each document as *Doc.(a) of file-(1), doc.(b) of file-(2) etc.* and upload the said PDF file on e-portal.

(ii) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning "The document < Name> called vide clause_____ is not applicable on us".

(iii) If document asked for contains more than one page then all those pages may be uploaded in one PDF format file.

a. Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

b. Utmost care may be taken to name the files / documents to be uploaded on CPPP. These should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:-

File Name	Allowed or not allowed in CPPP	Reason for allowed / not allowed
QA Certificate	Not allowed	Space in between words / characters not allowed
QA Certificate(I)	Not allowed	Special characters not allowed.
QA_Certificate	Allowed	Under Score allowed between words / characters.
QA Certificate	Allowed	Upper & Lower case allowed

c. It is advised that all the documents to be submitted as per check list (section-8 Part B) of bid document are kept scanned or converted to PDF format in a separate folder on your computer before starting on-line submission.

d. The names and total size of each document (Preferable below 50 MB) may be checked before uploading.

4.2 Offline Submissions:

The bidder may submit the following documents offline to:

Assistant General Manager (MM)

Room No: 307, O/o Chief General Manager Telecom

BSNL CTO building, NE-1 Circle, Shillong-793001

On or before the date & time of submission of bids specified in NIT, in a Sealed Cover. The cover shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time) and to be dropped in tender box.

1. EMD-Bid Security in the form of cash receipt/DD drawn in favour of "**The AO (CASH), BSNL ,% CGMT ,NE1 Circle, Shillong** against payment of EMD) from Nationalized/Scheduled bank.

2. DD/ Bankers cheque - drawn in favour of "**The AO (CASH),BSNL ,% CGMT ,NE1 Circle, Shillong,** against payment of tender fee).

3. Power of attorney (if applicable) on Rs.100/- **Stamp paper**)

Signature of the bidder

4. Signature attestation of POA holder by Company`s / Firm`s Bank (If applicable).

Note: The Bidder has to upload the Scanned copy of all above said documents during online Bid submission also.

5. Special Note on Security of Bids :

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

6. Online Tender Opening Event (TOE) :

CPPP offers a unique facility for 'Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Online Tender Opening Event (TOE).

Every legal requirement for a transparent and secure 'Online Tender Opening Event (TOE)' has been implemented on CPPP.

- 1 The bids will be opened in 2 stages i.e.(i) Techno-commercial bid & (ii) **Financial bid**. The techno-commercial bid shall be opened on the date of tender opening given in DNIT. **The financial bid will not be opened on the date of opening of techno-commercial bids.**
 - As soon as a Bid is decrypted by the TOC, the documents will be opened from the Techno-commercial bid one by one and the same report of TOC will be uploaded on e-tender portal.
 - Thereafter the TEC will evaluate Techno-commercial bids and the report of TEC will be approved by competent authority and the same report of TEC will be uploaded on e-tender portal of techno-commercially compliant bidders for information of financial bid opening.
 - The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority will be opened by TOC in front of techno-commercially eligible bidders/authorized representatives.

7. PRICE SCHEDULE / BOQ (Bill of Quantity) :

Utmost care may kindly be taken to upload Price Schedule/ BOQ .Any change in the format of Price Schedule / BOQ file shall render it unfit for bidding. Following steps may be followed:-

1. Download price schedule / BOQ in XLS format and price schedule.
2. Fill rates in down loaded price schedule / BOQ as specified in XLS format only in white back ground cells. Don't fill in grey back ground cells.
3. BOQ file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
4. Save filled copy of downloaded price schedule / BOQ file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

8. Other Instructions :

Signature of the bidder

For further instructions, the vendor should visit the home-page of the portal (www.etenders.gov.in), and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal.

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

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on CPPP.
2. Register your organization on CPPP well in advance of your first tender submission deadline on CPPP.
3. Get your organization's concerned executives trained on CPPP well in advance of your first tender submission deadline on CPPP.
4. Submit your bids well in advance of tender submission deadline on CPPP as there could be last minute problems due to internet timeout, breakdown, etc.

While the first three instructions mentioned above are especially relevant to first-time users of CPPP, the fourth instruction is relevant at all times.

(BSNL shall not be responsible any problem arising out of internet connectivity issues).

9. Minimum Requirements at Bidders end

- Computer System with good configuration (Minimum P IV, 1 GB RAM, Windows XP)
- Broadband connectivity.
- Microsoft Internet Explorer 10.0 or above/ Firefox 42 to 49/ Firefox ESR 52.
- Digital Certificate(s) for users.

Section-5 Part A**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

The contract shall remain in force initially for two years from the date of signing of agreement. However it shall be renewed on the same rates, terms and conditions, excepting that:

- a) Notice in writing of its intention not to renew the contract is given by the Purchaser to the contractor at least 2 months in advance prior to the end of its current validity period.
- b) The Purchaser gives notice of two months in writing to terminate the contract at any time during its currency if the Purchaser does not find contractor's services satisfactory and does not want to continue the contract further.

1. APPLICATION

The General Conditions shall apply in contracts made by the Purchaser for the services.

2. STANDARDS

The services under this contract shall conform to the standards prescribed in the Technical Specifications.

3. DELIVERY AND COMPLETION

Delivery of the services shall be made by the Contractor in accordance with the terms specified by the Purchaser in its Schedule of Requirements and special conditions of the contract and the materials shall remain at the risk of the Contractor until the entire work has been successfully completed and made over to BSNL. Any loss/ malfunctioning due to mishandling, theft, damage etc. during the execution of the work shall be made good by the contractor, failing which the equivalent cost of loss/damage will be recovered from the bills payable.

4. PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT(SD)/Performance Security):

4.1 The successful tenderer (including MSME) shall deposit amount of 5% of estimated cost for which the tender is awarded in the form of Bank DD/Bank Guarantee for 30 **months** and extendable for further six months or one year. The security deposit should be deposited **within fourteen (14) days** from issue of LOI (letter of Intent)/AWO.

4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled/nationalized Bank and in the proforma provided in 'Section-7 part A' of this Bid Document.

4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

5. PRICE

5.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid except for variation caused by change in Taxes/duties as specified in clause 5.2 mentioned below.

5.2 For changes in taxes/duties during the scheduled delivery period, the unit price shall be regulated as under:

- a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time.
- b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, the purchaser shall take the benefit of a decrease in these taxes/duties for the supplies made from the date of enactment of revised duties/taxes.
- c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.

5.3 Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in purchase order/work order.

6. SUBCONTRACTS - Sub-contracting under this tender is "**not permissible**".

7. INSPECTION AND TESTS:

BSNL's representative shall have the right to inspect the quality of works of the contractor. Shall any inspected items/works fail to conform to the Specifications, BSNL may reject the contractor. If any service rendered by the contractor is found defective or abnormal delay, the same shall be got completed from outside or BSNL source and the cost of any such work made by BSNL shall be deducted from the amount payable to the contractor. Nothing in given clause shall, in any way, release the Supplier from any Warranty or other obligations under this contract.

8. Work order and CHANGES IN WORK ORDER

Work order shall be issued to the successful bidder on submission of performance security as per clause 4 above. The work orders shall be issued by the AGM (MM), O/o CGMT, NE1 Circle, Shillong in consultation with BA head of Tripura. The work should be started within 3 days after receipt of work order, if the work is not started even after 7 days, tender may be cancelled with forfeiture of performance security.

The CGM, BSNL, NE1 Circle reserves the right to cancel or modify the scope of work stipulated to be carried out against the work orders in the event of change of plan necessitated on account of technical reasons or in the opinion of work orders issuing authority about the contractor is not executing the work at the required pace.

- a. The Purchaser may, at any time, by a written order given to the Contractor, make changes within the general scope of the contract.
- b. There will not be any increase or decrease in price or the time required for the execution because of the above changes.

9.0 Termination for Default.

The purchaser by a written notice of 14 days, of default, may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in part as the case may be;

- i) If the supplier fails to perform the work as per the work order issued within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.

ii)

If the supplier fails to perform any other obligation(s) under the contract; and

iii)

If the supplier, does not remedy his failure(s) within a period as specified by purchaser, after the receipt of the default notice.

iv)

Delay by the supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions.

(a) Forfeiture of its performance security,

(b) Imposition of liquidated damages/ Penalty, and/or

(c) Short closure of the contract in part or full and /or termination of the contract for default.

v.

In the event of the termination of the contract in whole or in part, the purchaser may get done the work from the other contractor, upon the same terms & conditions of the tender, work similar to those not performed & contractors shall be liable to take all or any of the actions as per above.

vi.

In case of breach of any tender condition, either during the tender finalization process or after award of work, delay or non-performance of work or supplies, poor quality of work or material, CGM, BSNL, NE1 CIRCLE, SHILLONG may take all or any of the following actions:

(a) Forfeiture of EMD,

(b) Forfeiture of Performance Security,

(c) Cancellation of contract,

(d) Barring in participation of all future tenders of BSNL, NE1 CIRCLE, SHILLONG for a period of 3 years or more.

10. Payment Terms:-

The Payment shall be made in Indian Rupees Only. The mode of payment is as follows:

- i. All the payment will be made through Real Time Gross Settlement (RTGS). The purchaser has to submit necessary letter mentioning the A/c No., Name of Branch, MICR Code No., Internet Finance Security Code (IFSC) etc.
- ii. Bills for the work carried out will be settled monthly i.e. bill for the works carried out during the month will be submitted to the AO (MM), O/o CGMT, NE1 Circle, BSNL, Shillong within 15 days. The contractor will be responsible to submit the bills prepared accurately & in time by observing all the formalities. **If bill not submitted within three months, penalty equal to the amount of GST will be deducted in addition to 5% of billed amount.** If bills are not submitted even after 3 months, CGM, BSNL, NE1 CIRCLE, SHILLONG will not be responsible & will have full discretion to reject these bills.
- iii. The payment shall be made for the bills submitted by the Contractor(s) on successful completion of services executed against the Work Orders issued to them.
The following documents shall be submitted to the AO(MM), O/o CGMT, NE1 Circle, BSNL, Shillong for claiming the payment:
 - a) Bills in duplicate with details of the site name, services executed under the Work Order number and date.

- b) Copy of the SAP PO/ work order against which the bill(s) is/are raised.
- c) The attendance sheet with signature of field officer clearly mentioning the hours of deployment and an undertaking from the Security Personnel saying that he is receiving Rs. from the agency and also the agency is depositing the EPF and ESI in their name.
- d) Certificate from the building incharge of BSNL Tripura BA to the effect that the work has been carried out satisfactorily as per the work order.
- e) The Contractor must collect SES copy from the Building incharge of BSNL Tripura BA before submitting the invoice.
- f) The payments to the deployed security personnel must be made through Direct benefit Transfer i.e. directly in the account of the beneficiary. The contractor shall pay wages as per minimum wages act.
- g) Income Tax and Commercial Tax from the bill which has been passed will be deducted as tax at source under relevant Government Rules. However if any new legislation comes into the effect for deduction of tax at source, the deduction will be made under that legislation. Necessary income tax deduction certificate will be issued by the accounts officer for the amount so deducted as tax at source at the time of payment of each bill.
- h) During audit or internal check if any over payment is noticed, the same can be recovered from the contractor.
- i) GST registration number should be mentioned in the bill. EPF /ESIC paid challan should be enclosed with bill.

11. Penalties:

Penalty for poor quality of work, absence from the duty shall be imposed by deduction from bill/security deposit of contractor, as assessed by the Building incharge/ Site- in-Charge/ Engineer (SDE)/JTO of BSNL. BA head of Tripura BA will be authority for accessing the performance of the contractor and any decision taken in this regard for the levy of penalty will be final and binding on the contractor.

In case of any irregularities in proper execution of work as pointed out by the officer in charge, Penalty of 1% of the bill amount per week subject to maximum of 10% will be imposed.

Additionally the following penalties will be levied as detailed below:-

a. In case of absence – 100% of amount of that day will be deducted.

b. in case of theft of items: The contractor shall be responsible for any theft of items in the rooms by the staff employed by him. The full cost of the material lost due to theft will be recovered from the contractor.

c. in case of misconduct: If the security personnel is found to have misconduct or misbehaved in any manner or resort to any violent behavior etc with public or employees of BSNL then contractor must replace the security personnel immediately and if such instances are repeated again then penalty of Rs 1000 per instance per person will be levied on the contractor.

d. in case of drinking/sleeping while in duty: If the Security personnel indulging in drinking/sleeping while on duty then contractor must immediately remove the security personnel and also amount for that day will be deducted. If such instance is repeated again then penalty of Rs 2000 per instance per person will be levied on the contractor.

e. in case repeated complaints: For repeat of complaints is observed for more than 5 times then action will be taken to terminate the contract, blacklist the contractor in future contracts & forfeiture of Security Deposit. The decision of the CGM, NE1 Circle in such cases will be final and binding on the contractor.

12. FORCE MAJEURE

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

12.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

13. SET OFF

13.1. Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL. In case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier.

13.2 GST would not be liable on security deposit. But if supplier set off the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied.

13.3 It is agreed in case of set off the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier.

14.0 Labour License/ EPF/ ESI:

- 14.1** The contractor has to submit attested copy of labour license issued to him wherever applicable as per labour laws.
- 14.2** The contractor/ Firm and its men are amenable to all the provisions, terms and conditions of the Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour Rules 1971 as amended time to time, in regard to the employment, registers to be maintained for verification by Labour Enforcement Officer, NE1 CIRCLE, SHILLONG as stipulated in the Act and shall register the firm after receipt of letter of acceptance of the tender with concerned licensing authority, and to obtain a license to engage contract labourers as per the rules mentioned above and shall commence the actual work only after receipt license from concerned licensing authority and continue to have license valid until completion of work. It will be the responsibility of the contractor to comply with all the provisions of the said Act and other Central and State Govt. Rules and Regulations on the subject as amended time to time particularly those applicable in the State of Tripura. The contractor shall acquaint himself and comply with the provisions of the relevant laws including Payment of Wages Act 1936, the Minimum Wages Act, 1948, Workmen's Compensation Act, 1923, Employee Liability Act, Employee Provident Fund Act and Rules made under these Acts. He will meet the requirement and statutory liabilities of various Industrial/ Labour Laws including wages, bonus, leave, gratuity, EPF, ESI, etc. in respect of his men deployed at said buildings of BSNL, Tripura BA. The contract amount includes wages, bonus, gratuity or any other payment by the contractor to his men, all the equipment, tools and appliances and any other expense that the contractor may incur in executing the contract.
- 14.3** CGM, BSNL, NE1 CIRCLE, SHILLONG will be indemnified by the contractor in case of the damages or penalty having to be paid by the contractor or any consequences being faced by him due to non-compliance with any Act, Rules or Regulations, i.e. the contractor will himself be responsible for all the statutory obligations of the Labour Law, & other Acts etc. CGM, BSNL NE1 CIRCLE, SHILLONG will not be responsible for any violation of the labour laws by the contractor. He shall maintain the register regarding statutory obligations of the labour laws and produce the same to the CGM, BSNL NE1 CIRCLE, SHILLONG Authority on demand.
- 14.4** The bidder must have his firm registration with EPF office at the time of bid opening & should submit the certificate/ letter of registration with **EPF as well as ESIC** establishment at the time of tender opening & invariably mention the registration No. on the bill / voucher of the work carried out to be submitted to BSNL authorities.
- 14.5** The contribution must be deposited monthly by the successful bidder's / contractor's firm towards EPF and ESIC of the employees engaged for the work allotted to the firm & receipt thereof should be enclosed along with the bill submitted to the BSNL authorities.
- 14.6** Any work, which involves employment of the labour by the contractor, the tenderer shall be responsible for getting registered with labour commissioner (if applicable) under appropriate Act & its amendments/ implementation as per Act.
- 14.7** The tenderer must ensure that his staff is paid their salary and allowance, if any, latest by 10th of the following month and ensure that the requirements of the payment of wages Act, Employees' contract labour Act etc. are strictly complied with. He should maintain proper records of the salaries paid and this should be available for scrutiny of the BSNL Management as and when required.

15.0 Certification of Work:

Building incharge or any officer authorized by GMTD, BSNL Tripura BA will oversee overall monitoring, shall inspect the works done at any time. The contractor shall prepare a logbook to include all items of works under this contract & get it signed by the officer incharge of location. Logbook shall be maintained for works to be carried out on daily basis. The logbook shall be signed by authorized supervisor of the contractor and by building incharge / officer incharge. Certificate of work done along with signed approved SES copies as per section 11 will be enclosed with the bill.

16. SAFETY CODE

16.1 All necessary personal safety equipments as considered adequate by the purchaser or its nominee should be kept available for the use of persons employed on the site and maintained in a condition suitable for immediate use, and the contractor(s) should take adequate steps of ensuring proper use of equipment by those concerned.

- (a) The Contractor(s) shall not employ persons below the age of 18 years and females for all the works involving risk.
- (b) Notwithstanding the above clauses from there is nothing in these to exempt the Contractor(s) from the operations of any other Act or Rules in force in the Republic of India.

17. LABOUR CONDITIONS

17.1. Successful bidder should have registered themselves with the concerned appropriate authorities/ Assistant Labor Commissioner (central) as per contract labour (regulation and abolition) Act (Central) 1972 and Contract Labour Rules (Central) 1971 as applicable and submit the copy of the license along with the bid.

17.2 The contractor will be assigned work anywhere under the jurisdiction of Tripura BA and should be able to deploy sufficient man power to any place in the state for carrying out the works.

17.3 The building-in-charge designated by the Purchaser may request the contractor to dismiss or remove from the site of the work any person or persons in the contractors employ upon the work who may be incompetent or exhibit misconduct and the contractor shall forthwith comply with such requirements.

17.4 Engaging child labour (below the age of 14) is strictly prohibited.

17.5 In case of a tender by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor(s) to the Purchaser.

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

18. INSURANCE:

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

19. WORK CONDITIONS

19.1 Adequate number of workers shall be employed by the contractor to ensure timely completion of entrusted works and to avoid damage to the telecom materials at site.

19.2 The failure of instructions of the Purchaser or any other officer authorized by the Purchaser to bring any defects to the notice of the contractor(s) does not relieve the latter of his/their obligations to secure the quality of work and rate of progress required by the contract. Any loss to the contractor due to the stoppage of work for reasons given above has to borne by him/ them and any damage to the work shall be made good to the Purchaser.

19.3 The Contractor(s) shall not cause any injury or damage to the Public or private properties or persons while executing the work.

19.4 The Contractor(s) should not tamper with or damage any structure in the camp.

19.5 The successful bidder shall ensure that any works carried out by them under this project should not become a safety hazard and is not in contravention of any statue, rule or regulation and public policy.

20. PURCHASER'S RIGHT TO VARY THE QUANTITY AFTER FINALISATION OF CONTRACT: As per [clause 24 of Part - 4 \(A\)](#).

21. CLARIFICATIONS

The BSNL reserves the right to issue any clarifications on or before the last date prescribed for submission of tenders. Such clarifications will be part of this tender document.

22. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving notice to the contractor, without compensation to the 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 of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

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

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

(a) Failure to deliver and/ or commission any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.

(b) Failure to perform any other obligation(s) under the Contract; and

(c) Equipment does not perform satisfactory in the field in accordance with the specifications;

(d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A;

Purchaser will take action as specified in Appendix-1 of Section-4, Part-A.

24 Arbitration

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

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

(2) The number of the arbitrators and the appointing authority will be as under:

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

(3) Neither party shall appoint its serving employee as arbitrators.

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

- (5) Parties agree that neither party shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- (6) Unless otherwise decided by the parties, fast Track procedure as prescribed in section 29B of the Arbitration conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is up to Rs. 5 crores.

[29B.Fast track procedure-

- (1) Notwithstanding anything contained in this act , the parties to an arbitration agreement may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section(3).
- (2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.
- (3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-
- (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
- (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
- (c) An oral hearing may be held only, if all the parties make a request or if the arbitral tribunal considers if necessary to have oral hearing for clarifying certain issues;
- (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.]
- (4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- (5) If the award is not made within the period specified in sub-section (4), the provisions of sub-Sections (3) to (9) of section 29 A shall apply to the proceedings.
- (6)The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.
- (7) The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of claims and counter claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
Up to Rs. 5 crores	Within 6 months (Fast track procedure)
Above Rs. 5 crores	Within 12 months

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However, the above time limit can be extended by the arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the act.

- (8) In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay etc .of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

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

- (9) The arbitration proceeding shall be held at NE1 Circle or SSA Headquarter (as the case may be).

- (10) Subject to the aforesaid conditions, provisions of the Arbitration and conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

25. Subject Laws & Jurisdiction:

The contract shall be governed by Indian Laws & the Courts at Tripura will have jurisdiction to entertain any dispute(s) or claim(s) arising out of such dispute(s).

The purchase order/ work order (in terms of the pro forma attached & to be adopted Mutates Mutants) shall, when issued to the successful bidder, constitute the part of contract.

26. COURT JURISDICTION

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

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

“This Contract/ PO/WO are subject to jurisdiction of Court at Meghalaya only”.

27. FALL CLAUSE

The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 5 of Part 5(A). Further, if at any time during the contract

- a. It comes to the notice of the purchaser regarding the reduction of price for the same or similar equipment/ service;

And/or

- b. The prices received in a new tender for the same or similar equipment/service are less than the prices chargeable under the contract. The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In

Signature of the bidder

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case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the Purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.

- c. The vendor while applying for extension of time for delivery of services, if any, shall have to provide an undertaking as "We have not reduced the rates, and/or offered the same or similar service to any person/ organization including Department of Central/ State Government or any Central/ State PSU at a price lower than the price chargeable under the contract for scheduled delivery period."
- d. In case under taking as in Clause 26.2(b) is not applicable, the vendor will give the details of rates, the name(s) of purchaser, quantity etc. to the Purchaser, while applying extension of delivery period.

28. Indemnity:

1. It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) is filed correctly and to declare correct information on the Invoice and GST portal.
2. In case of mismatch because of vendor's fault prompt amendments must be made by the supplier else supplier shall be required to indemnify BSNL of the loss of credit due to mis-match and BSNL shall recover the said amount from vendor. The compliance to be adhered by supplier includes (but is not limited to) the following:
 - (i) Uploading appropriate invoice details on the GSTN (Goods and Service Tax Network) within the stipulated time.
 - (ii) Issuing GST compliant invoice/ CN/DN. PO issued by BSNL should be referred by supplier for capturing information on the invoice.
 - (iii) Acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload details on GSTN. Such changes w.r.t the mis-match are required to be accepted by supplier within the time limit prescribed under the GST law. It must be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit(if any) would be recovered from the supplier.
3. BSNL reserves the right to be indemnified for the credit loss and recover the said amount from the supplier in case BSNL is unable to claim the input tax credit (ITC) for any non-compliance or default or due to lack of diligence on the part of the supplier. Further in case any error because of which no credit is received then such equivalent amount is not liable to be paid by BSNL .Where, However if the amount has already been paid by BSNL, the same is liable to be recoverable or adjustable against subsequent payments.
4. It is hereby agreed between both the parties that in case any GST and /or cess liability, interest, penalties or any other tax / duty / amount/charge liability /professional costs related to litigation becomes payable by BSNL or input tax credit is denied to BSNL due to failure of the supplier to comply with the relevant laws / regulations applicable in India or overseas. Supplier undertakes to indemnify BSNL for an amount equal to amount payable by BSNL and the same shall be recovered by BSNL.
5. Contractor shall pay all rates, levies, fees royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the contract or any of the obligations of the parties in terms of the contractor documents and/or in respect of the works or operations or any part thereof to be performed by the contractor.

6. The contractor shall be solely liable for all expense for and in respect of repairs and/or damages occasioned by injury of or damage of other properties and under take to indemnify the BSNL from and against all actions, cause of actions, damages, claims and demands what-so-ever, either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and/ or incidental thereto.
7. The contractor shall also take out workmen's compensations insurance as required by law and under take to indemnify and keep indemnified the BSNL from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the BSNL may suffer or incur with respect to end./ or incidental to the same.
8. During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws, rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or BSNL municipal board, Government of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law, By-laws, Rules, Regulations, orders and/or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or subcontractor to share any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the BSNL harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client)charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub- contractor to make full and proper compliance with the said by-laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

Section -5 Part B**SPECIAL COMMERCIAL CONDITIONS OF CONTRACT****1. Qualification of Person (Manpower) deployed:**

- a) The person engaged against this tender must be able to read and write simple Hindi, English words and numbers (Preferable 10th Std. pass).
- b) The person should be of robust health and his age should be between 25 to 55 years. He should be of good health and physique having no disability and bad habits.
- c) He should be safe, courteous and well behaved.
- d) The person deployed by the contractor for watch and ward should wear neat & clean uniform whenever on duty.

2. SCHEDULE OF THE SECURITY ACTIVITIES**(A) SECURITY PROCEDURE:**

- 1) Main Gate: While controlling the entry through the main gate the following points may be kept into consideration: -
 - a. Each Check point shall maintain a register and the security guard manning the check point is responsible to make proper entries in this register.
 - b. In order to allow taking away of the departmental material / stores / equipment etc., a printed standard gate pass is available and the booklets containing these passes are kept with the BSNL authority to issue the same.
 - c. While issuing a gate pass three copies shall be prepared for use as under: -
 - i. First copy - To be kept by the issuing authority.
 - ii. Second Copy - To be kept by the security Guard.
 - iii. Third Copy - To be retained by the person carrying the goods.
 - d. The record of any major items being taken out of the exchanges / offices shall be maintained.
 - e. They shall check the materials / properties going out of exchanges / offices as per the procedure laid down by the BSNL authority.
- 2) Detailed Instructions related to each post are given as under. However, these are subject to change as per the need of the administration.
 - a. The Officers / staff without identity cards may be allowed entry once or twice with an entry in the register. In case of repetition this may be brought to the notice of the BSNL Authority for a decision.
 - b. Visitors coming to meet the officers of the department for official / private purposes may be allowed entry after making proper entry in the register and after issue of ENTRY PASS as per the instructions given below:
 - c. The security guard on duty shall verify whether the concerned officer is on duty or willing to meet as visitors. Having ascertained as above the security guard shall make an entry in register and issue the entry pass to the visitor. The visitor is supposed to return this pass to the security guard duly signed by the officer whom he met, at the time of leaving. This may be ensured by the security guard on duty
 - d. The presence of the security guard at the gate should in no case be a source of harassment to the benefited officers/ officials / visitors.
 - e. Departmental stores / equipment should not be allowed to go without gate pass and proper entry in the register.

- 3) All authorized persons/ staff may be allowed to pass freely. Any person of doubtful integrity, anti social elements, unknown persons, person in drunken state or person with weapon should not be allowed to enter. No stranger is allowed entry. The Security guard on duty has to use his own discretion or take advice of BSNL Officer in charge in appropriate cases.

(B) DUTY HOURS AND DUTIES OF SECURITY GUARDS.

Duty Hours: Normal duty will be 8 hours per day for a single person. For round the clock watch & ward services, three persons will work in a day. For day time work, the exact duty hours are site dependent and will be fixed in consultation with the concerned incharge officers of BSNL depending on the need of the site. The service timings of shifts/duties can be modified if needed by concerned officers/GMTD Tripura BA depending upon local conditions.

DUTIES OF SECURITY GUARDS

- (1) The security agency shall provide security guards to carry out the security work satisfactorily on the basis of time period allotted to them in the work order.
- (2) The security agency shall provide replacement of security guard in case of protracted illness, absenteeism, casual, sick leave, weakly off etc so as to ensure full staff complement at all times.
- (3) While on duty they shall remain, standing at the check post located at various gates of the Quarter Complex/exchanges / offices and shall always remain alert throughout the duty period.
- (4) They shall operate the security check post located at the various gates of the Quarter Complex/ exchanges / offices and at any other point specified by the BSNL authority.
- (5) They shall patrol the entire exchanges / offices during day and night. The patrolling should also be resorted to along the boundary wall wherever possible to check unauthorized entry / exit of men and material. The guards on night patrol duty shall lodge a complaint about the faulty lights on the electric poles with substation over phone. In addition, they shall report to concerned official about running water from water hydrants and taps.
- (6) They shall also follow any other methods / instructions prescribed / issued by the BSNL, Authority in regard to the security from time to time.
- (7) If there is fire in any part of Quarter Complex / exchanges / offices, the security guard shall also help the fire fighting officers in extinguishing the fire. He should also inform the officer in- charge of Exchange /Office in case of fire or any other hazards.
- (8) They shall physically frisk the visitors and ensure regulation of queues etc. All the visitors shall be regulated through entry gate after thorough checking and they shall be regulated to go out of the premises through exit gate only.
- (9) They shall monitor and regulate the movement of person entry into the premises.
- (10) They shall not allow bags, articles to be taken inside the premises; they may be checked and deposited.
- (11) They shall monitor the movement of vehicles.
- (12) They shall check the persons loitering in the premises without any purpose.
- (13) They shall check the premises and see for the abandoned articles, packages etc.
- (14) They shall check the toilets, staircases for any abandoned articles.
- (15) They shall watch out for the persons moving in suspicious manner i.e. wearing unsuited clothes for the season. They shall search the dress for arms or explosives minutely etc. and leaving any articles.
- (16) They shall question the persons moving suspiciously.
- (17) They shall take over/make over the charge wherever round the clock Security Guards are available.

(10) The contractor shall make monthly payment to the workers on or before 7th of the following month without fail.

The contractor shall enclose the paid challans of previous months EPF / ESI / GST with statement of both employer and employees contribution. The contractor shall submit a certificate to the extent that he had paid the wages completely for the previous months. The List showing the details of security personnel engaged in that month shall also be submitted.

(11) The Security personnel should perform their duties assigned by the officers concerned.

(12) As the employees of the contractor will have access to the general records of the office, exchanges, BTS", equipments, accessories, delicate/precious items and other property of BSNL, it is incumbent on the part of the contractor and the employees to observe utmost discipline and due care in handling the records and equipments to avoid damages, theft and leakage of information. Any lapse on this account shall be treated in accordance with the law of land. The contractor shall take due care in handling the office records/equipment, accessories, and furniture so as to avoid any damages. The contractor shall be responsible for making good the damages if done.

(13) The contractor should engage the suitable manpower preferably from the local area. The contractor should have sufficient number of reserve manpower to take care of any absence and/or leave period of regular manpower.

(14) NOTIFICATION: The contractor shall give in writing to the proper person or authority such notification, as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or completion of the contracted work. All notices shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities. The contractor shall keep all proper person or authorities of BSNL involved and advised as regard to the progress of operations throughout the performance of the Contract.

(15) BEING IN CONTACT: The Contractor shall, throughout this contract, shall personally remain in contact with the concerned authorities of BSNL/controlling field officers. The contractor should have at least one working land-line and one mobile connection and contractor/bidder/ tenderer should be available on land-line telephone and mobile and/or email [on the same numbers as given in the "Tenderer"s Profile- Section 8 Part A"], so that any urgent message can be delivered immediately and the works do not get hampered on account of postal delay etc. It is the responsibility of the contractor to maintain a proper communication with the concerned BSNL officers.

(16) PROTECTION OF LIFE AND PROPERTY & EXISTING FACILITIES:

The contractor is fully responsible for taking all possible safety precautions and for keeping the site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from and/or arising out of the infrastructure maintenance activities being carried out by him and there should be no disturbance and inconvenience to the public/BSNL employees. The contractor shall be solely liable for all expenses for repairs of damages, occasioned by injury or damages done to underground and overhead structures or other properties. The contractor shall expressly undertake to indemnify the BSNL from and against all actions, cause of actions, damages, claims and demands whatsoever, either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and/or incidental thereto. The contractor without claiming any cost on BSNL shall promptly repair any damage incurred by his workers while carrying out the works. The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal/public property, resulting thereto.

(D) Engagement of Manpower- General Instructions:

- i. The personnel posted should be of physically good health, good character, amenable to discipline, and should have necessary intelligence for carrying out the tendered works.
- ii. The personnel/personnel of the contractor engaged on the contract should be obedient to the officers-in-charge/ controlling officers and/or all executive and non-executive staff of BSNL and/or subscribers, outside public, etc as the case may be.

- iii. The personnel posted should not be found in intoxicated conditions, while on work. The personnel posted should be replaced whenever decided by concerned supervising field officer/controlling officer or a Divisional Engineer concerned.
- iv. The place of deployment should be decided in consultation with SDE concerned and should be followed immediately. Any addition/deletion in deployment should be done with approval of GMTD, Tripura only.
- v. The integrity of the personnel posted is to be ensured. Members of political parties, press, affiliates of unions should not be deployed and should be summarily removed. BSNL shall summarily recover all payment made to such contractors to the extent of payment made to such personnel.
- vi. The contractor should ensure good character and integrity of manpower engaged. Any personnel with a criminal record (As per the records maintained by Police Authorities) should not be deployed. Any mis-behaviour or misconduct of personnel deployed by the contractor will not be tolerated and corrective action as instructed by the authority shall be taken or otherwise.
- vii. The award of work contract will not confer any right on any labourer being engaged by the contractor to claim any kind of employment i.e. casual, part time, Hour basis, regular basis etc in BSNL/DoT. Contractor is liable for observance of terminal benefits, layout, retrenchment compensation etc to contract personnel.

(E) Protection to BSNL Property:

- i. After completion of daily and routine work and before leaving the premises/exchange/building as the case may be, Telecom installation should be properly locked and keys to be made over the respective BSNL Official/ Officer.
- ii. All property, assets, rented accommodations, indoor and outdoor equipments/plants, loose store materials of BSNL must be protected from all kind of damages and also from theft. All records/registers & files etc. maintained in the exchange[s]/premises must be kept untouched and/or maintained/handled with due care. No record should be destroyed or damaged without the knowledge of concerned responsible official/officer of BSNL Tripura BA.
- iii. Any intentional /un-intentional damage/loss to the BSNL property, theft cases etc. must be immediately reported and brought to the notice of concerned responsible field officer/official of BSNL Goa. The contractor will be held responsible for all the damages/losses and compensation will be recovered as per the rules.
- iv. The exchange/building/premises, telephone/circuits available in exchange[s] should not be used for doing any works not relating to BSNL. Chatting with friends, playing cards, chess, carom etc. is strictly forbidden in telephone exchange/ premises/building.

F. Bill Payment Procedure:

1. Logbook will be maintained by the contractor location wise which will be signed by concerned location incharge on daily basis.
2. Printed Bill in GST Format will be submitted to Building incharge along with photocopy of logbook on monthly basis by the contractor in the first week of every month.
3. Building incharge will then certify the work as per tender terms & conditions and enclose an approved SES copy.
4. The contractor will then send the bills directly to the Billing section (AO (MM), O/o CGMT, NE1 Circle, BSNL, Shillong-793001) by post or mail Digitally signed invoices to aommne1circle@gmail.com with all necessary certificates & enclosures as per tender t&c.
5. The payment will be made from Central Settlement Cell, BSNL N.E-I Circle, Shillong directly to his Bank A/C. No part payment is allowed. If no Vendor code is there, the Tenderer should fill up the Vendor Master Form enclosed with the Tender at annexure-3. The copy of GST, EPF and ESIC paid challan for the previous month should be produced along with the bill for payment.
6. BSNL will make payment of GST to vendor only after the invoice is uploaded by vendor in GST outward return i.e. GSTR 1 and credit of GST is available (reflected in GSTR 2A) of BSNL.

Section-6 Part A

UNDERTAKING & DECLARATION

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 also hereby declare that the tender document submitted herewith has been downloaded from the website: "www _____" and no addition / deletion / correction has been made in the downloaded document.

Date:

Signature of Tenderer:

Place:

Name of Tenderer
Along with date & Seal

Section-6 Part B

NEAR-RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given as per the clause 34.3 of Section-4 Part-A by the bidder

in respect of status of employment of his/ her near relation in BSNL)

** I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in any BSNL Unit as defined in the clause in the Tender Enquiry, on Near relationship.*

OR

** Following are the details of near relatives working with the BSNL.*

S. No.	Name of the Relative	Designation	Name of the Unit (Office & section of BSNL) where working

* Strike off whichever is not applicable.

In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signature of the Proprietor/ Partners/ Directors of the tenderer entity

With date and seal

Section-7 Part A

PERFORMANCE GUARANTEE

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

1. Whereas CGMT, NE1 Circle, BSNL, Shillong-1 (hereafter referred to as BSNL) has issued an APO/AWO/LOI No. Dated/...../2024. Awarding the work of Watch & Ward/ Security Services of to M/sR/o.....

(Hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of AO (Cash) , % CGMT, NE1 Circle, BSNL, Shillong of Rs...../- (hereafter referred to as "P.G. Amount") valid up to/...../..... (Hereafter referred to as "Validity Date").

Now at the request of the Bidder,

We Bank Branch.....

having..... (Address) and Regd. office address as

(Hereinafter called 'the Bank") agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.

4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations here under to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. Notwithstanding anything herein contained;

(a) The liability of the Bank under this guarantee is restricted to the Performance guarantee amount and it will remain in force up to its Validity date.

Signature of the bidder

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

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque or NEFT in favour of AO (Cash) % CGMT, NE1 Circle, BSNL, Shillong payable at Shillong.

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

N.B.: This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the stamp act.

Section-8 Part A

QUESTIONNAIRE / TENDERER'S PROFILE

FORMING PART OF TENDER TO BE FILLED IN & RETURNED

Self signed photo graph of person signing the tender

General:

1. Name of the tenderer/ firm -----
2. Name of the person signing the tender whose **photograph** is affixed -----

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

3. Address of the firm-----
4. Tel. No. (With STD Code) - (Office)
- (R)
- (Mobile)..... E-mail _____
- address_____

5. Is the firm registered with any Government/ semi government undertakings if so furnish details of registration.
6. Registration & incorporation particulars of the firm:
 - a. Proprietorship.
 - b. Partnership.
 - c. Private Limited.
 - d. Public Limited.

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

7. Name of Proprietor/Partners/Directors_____

Tenderer's Bank

- a. Bank Name :-
- b. Bank address :-_____
- c. Tenderer's current account number_____
- d. MICR Code of the bank and the branch (9 Digit)_____
- e. IFSC Code_____
- f. Permanent Income Tax number (PAN) and Income Tax circle_____

(Please attach a copy of last Income Tax return & PAN)

8. Infrastructural capabilities:

Signature of the bidder

Section-8 Part B**Check-List**

The check list shall be filled up and enclosed with the Tender document

1. Mandatory

Sl. No.	ITEMS	Whether available Yes/ No	Remarks
1	EMD /Bid security(DD/BG)		
2	DD or bankers cheque for the tender fee.		
3	MSME/NSIC certificate if applicable		
4	Authorization to sign bid document		
5	Proprietary deed/ Partnership deed/ MOA		
6	Power of attorney in case of Partnership Company.		
7	Document proof of past performance having done similar works done in the form of certificate and performance satisfactory certificate.		
8	Bid form as per <i>Section-9 part A</i>		
9	No Near Relationship Certificate as per Section 6 Part B		
10	Turnover of last three financial years i.e. 2021-22, 2022-23 & 2023-24 enclosing audited Balance Sheet, Profit and Loss statements duly signed and certified by CA.		
11	IT returns copy of last 3 financial years		
12	Authorization letter for attending bid opening (Section 7 Part B)		
13	Declaration as per Section 6 Part A.		
14	GST registration		
15	PAN card		
16	EPF and ESI registration		
17	Solvency Certificate as per Clause 4.2 (b) PART-1(A)		
18	Clause by Clause compliance (annexure-4)		
19	Non-Blacklisted certificate by state/centre/PSU Organizations and GST Authority (self declaration)		
20	Undertaking as per Note 2 of PART 1A (format annexure-1)		
21	Copy of the Registration of Firm/Certificate of Incorporation/copy of valid Shop Act License.		
22	DEED OF INDEMNITY (annexure-5)		
23	Bid Security/EMD Undertaking as per annexure-6.		
24	valid license under the provision of Private Security Regulations Act (PSRA)		

2. OPTIONAL

Sl. No.	ITEMS	Whether available Yes/No	Remarks
1	Profile of bidder & questionnaire.(Section-8 Part A)		
2	Vendor master form (annexure-3)		
3	Digitally signed copy of tender documents, Corrigendum and Addendum.		
4	e-mandate form		

Signature of Bidder with Date:

Signature of the bidder

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Section-9 part A

BID FORM

From:

.....
.....

To,

The Chief General Manager
BSNL NE1 Circle,
Shillong-793001.

Tender Ref No. NE1CO-23/11(26)/23/2024-CFA/546056 /001 dated xx/09/2024

Sub: Tender for Watch & Ward/ Security Services of Departmental Buildings of BSNL, Tripura BA.

With reference to your tender Notice No. NE1CO-23/11(26)/23/2024-CFA/546056 /001 uploaded on E-Portal on dated_____calling for tender on the above subject, I have read & understood the tender document thoroughly & agree to all the terms & conditions.

I / We hereby offer my / our bid as per documents submitted & conditions as mentioned in the tender document and the rates specified in the schedule enclosed.

Should this tender be accepted either fully or in parts, I / We hereby agree to abide by and fulfil all the terms and conditions of the contract hereafter as applicable, or in default thereof forfeit to and pay to the BSNL, Tripura or his successors in office, the sum of money mentioned in the said conditions without any prejudice.

The sum of Rs._____ (In words Rupees _____) is deposited by DD/ cash receipt towards Earnest money and DD / online receipt No._____ dated_____is enclosed.

I / We also agree to pay applicable Security Deposit as and when called for within 14 days after the receipt of LOI (Letter of intent).

If, I / We fail to carry out the work according to the specification given in the schedule, the entire money (Earnest and/or security deposit) may be forfeited without prejudice to any other right or remedies of the BSNL, NE1 Circle, Shillong or his successors in the office.

Yours faithfully

Place

Date

Signature

Full Address

Witness

Signature

Name & Address.

Note:-In case of proprietorship firm tender form will be signed by the proprietor, for partnership firm tender form will be signed by all the partners or GPA holder person and in case of limited company by all the Directors or GPA holder personnel of the company. Any breach of these conditions by the company or firm or any other person, the tender/ work will be cancelled and earnest money / security deposit will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit

Section 9 Part B**FINANCIAL BID****BoQ**

I/we have read the tender document thoroughly & hereby offer the price bid as detailed below for the item wise quantitative requirements as mentioned at section 3 part A (Schedule of requirement & specification). The rates quoted include all taxes & duties excluding GST which will be reimbursed by BSNL.

SN	DESCRIPTION OF JOB	Estimated Man hours required per day	No. of days in a year for which the service is required	Total number of Man hours for which the service is required in two years	*Rate per hour to execute the work in Rs	% rate to be quoted by the bidder above the scheduled rate mentioned in col f
a	b	c	d	e = c*d*2	f	g
1	Rural (Class C)	48	365	35040	106.66	

Note:

(1) This format is just for information of the prospective Bidders. The actual rates should be quoted separately in second electronic envelope (on-line) in Financial Bid-BOQ.

(2) IMPORTANT: The Administrative Charges and profit margin (both put together) shall not be quoted below or at par with schedule of rate at column g. Quoting of rates below scheduled rates [i.e. Minus (-) Percentage], at par with scheduled rate is not allowed in this tender. If the quoted rate is below (-) the scheduled rates or at par with the scheduled rates, the tender quotation will be rejected outright.

(3) GST if applicable will be paid extra by BSNL from the date of commencement of work and not to be included in the quoted rate.

(4) In case the manpower is engaged for a period less than a month the payment shall be on pro-rata basis.

(5) Contractor Administrative charge and profit margin (in rupees) finalized initially through tender shall remain fixed throughout the currency of the contract irrespective of variation in Basic/VDA rates.

(6) Minimum Wages, EPF, ESIC charges will be as per the actual rates issued by competent authorities time to time.

(7) Above rates are arrived based on rates + VDA inclusive of EPF and ESI as on 01.04.2024.

(8) The quoted rate shall be valid for the whole contract period including extended period, if awarded.

(9) Contingency will be 10% (Rs 373736.64/-) of the estimated cost of the tender and is for internal use of BSNL. The bidder will quote rate above scheduled rate in Col "f".

Labour Rates as per office of the Chief Labour Commissioner(C) New Delhi letter no-1/7(5)/ 2024-LS-II Dated: 01/04/2024

Sr No	Description	Rate for watch & ward (unarmed) (Class B)	Rate for watch & ward (unarmed) (Class C)
1	Daily Basic + VDA as per Minimum Wages	862	734
2	EPF (3.67%)=3.67% of Basic + VDA	31.64	26.94
3	EPS 8.33 % on (Basic + VDA)	71.80	61.14
4	EDLI @0.5%	4.31	3.67
5	Admin charge@0.5%	4.31	3.67
6	ESI @ 3.25%	28.02	23.86
7	Total (1 to 6)	1002.08	853.28

- i) Should this tender be accepted, I/We agree to abide by & fulfil all the terms & conditions set forth in the tender document.
- ii) I/We agree to pay the amount of security deposit/performance bank guarantee of 5% of the anticipated order value.

Date:

Signature of Supplier / Tenderer

Place:

Name & Designation

Section-10

AGREEMENT

(On Rs.100/- non judicial stamp paper)

THIS AGREEMENT made on this _____ day of _____ 2024 (Two Thousand twenty-four) between the CGM, Bharat Sanchar Nigam Ltd, North East-1 Circle, Shillong hereinafter called "BSNL" (which expression shall unless excluded by or repugnant to the context, includes his successors and assignees) on the one part, and _____ a sole proprietary firm/a partnership firm/ a company incorporated under the Indian Companies Act and having its registered office at _____ hereinafter called the "Contractor" (which expression shall unless excluded by or repugnant to the context, include its successors and assignees) on the OTHER PART:

WHEREAS THE BSNL is desirous of appointing the said contractor for manpower for watch and ward of BSNL Offices, Buildings, Store Depots and Premises in Tripura BA for a period of Two years commencing from _____ (further extendable as per the terms and conditions of the tender).

AND WHEREAS the said contractor has agreed to undertake the said work in accordance with the Contract SLA based Security/watch and ward of BSNL Offices, Buildings, Store Depots and Premises in Tripura BA for a period of Two years under tender no.....on the terms and conditions contained herein and the rates approved by the BSNL (copy of Rates annexed) have been duly accepted and whereas the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

Now this AGREEMENT witnessed and it is hereby agreed and declared as follows.

- 1) The tender notice, terms and conditions of the contract, scope of work, Schedule of rate for minimum wages, and the terms and conditions laid down in bid document and such other relevant documents/ letters issued or to be issued from time to time in connection with the said tender, shall be deemed and taken to be an integral part of the contract and shall be deemed to be included in the expression `contract' or `Contract documents' wherever herein used.
- 2) In consideration of the payments to be made to the contractor for the works to be executed by him, the contractor hereby covenants with the BSNL that the contractor shall in accordance with the contract documents duly provide, execute and complete the said works and shall perform all other acts, deeds, matters and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for completion of the said works and at the time and in the manner and subject to the terms, conditions and stipulations mentioned in the contract.
- 3) In consideration of the due provisions, executions and completions of the said works, the BSNL hereby agrees with the contractor that it will pay to the contractor the respective amounts for the work done by the contractor and such other sums as may become payable to the contractor under the provisions of the contract.
- 4) Notwithstanding any other clause or provision in any of the conditions of contract, scope of work, guidelines to the contractor, letter of intent, tender notice etc.

Signature of the bidder

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A) The contractor will abide by all the terms & conditions of the contract and shall provide man-hours as per the requirement of BSNL in assisting BSNL Staff.

And

B) It is agreed that if the above said services of the tendered work is not provided by the contractor, the CGM, NE1 Circle representing the BSNL, is at liberty to terminate the contract without any further notice to the contractor and the contractor is not liable to be paid any compensation for any loss etc arising out of such termination of the contract and such termination will be in addition to the penalty charges if any, that could be claimed from the contractor, as per the other conditions of the contract.

5) The contractor also agrees to abide by the General Conditions of the Contract specified in Tender document, Minimum wages rates, Special Terms & conditions of the contract & Scope of Work and the conditions contained in this agreement form and any other instructions issued from time to time by the BSNL.

In witness whereof the parties present have hereinto set their respective hands and seals the ____day of month____and year_____.

Above written:

Signed, Sealed and delivered,

Name in Block Letters

Designation

for and on behalf of contractor/s M/s_____

Signed in the presence of witness

1) _____

2) _____

(Name in Block Letters & Signature Designation/Occupation & address)

For and on behalf of BSNL,

Astt. General Manager (MM) O/o CGMT, BSNL, NE1 Circle, Shillong.

Signed in the presence of:

1) _____

2) _____

(Name, in Block letters, signature & address)

Annexure-1

(UNDERTAKING)

CERTIFICATE TO BE SUBMITTED BY THE bidder and its partner/s if any, ON COMPANY's/FIRM's LETTERHEAD

This is to certify that I/We, M/s..... (Name & full address) as the front Bidder of this tender and our partner, M/s..... (Name & full address) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India;

1. I/We certify that this bidder is not from such a country or, if from such country, has been registered with the Competent Authority as per **F. No: 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, and its subsequent Clarifications.** I/We hereby that this bidder fulfills all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached]
2. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]
3. I am aware that if the certificates given by the bidder in the tender documents regarding compliance with order stated above is found to be false at any later stage, this would be ground for immediate termination and further legal action in accordance with law.

Signature:

Signature:

Name in Block letters:

Name in Block letters:

Status: Director/Manager/Partner/

Status: Director/Manager/Partner

Proprietor of the Company

Proprietor of the Company

[on behalf of the bidder]

[On behalf of partner/s]

Annexure-2

NON BLACKLISTING CERTIFICATE

(To be submitted in Bidders Or COMPANY's/FIRM's LETTERHEAD)

I _____, S/O _____ hereby certify that I/my company have/has not been blacklisted by any Govt. Department/PSU of Central or any State Govt and GST authorities as mentioned in Bid 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.

Signed _____

For and on behalf of the Service Provider

Name (capital) _____

Position _____

Date _____

Tender ID: 2024_BSNL_210099_1

Annexure-3 (ERP VENDOR MASTER FORM)

Signature of the bidder



VENDOR MASTER FORM



(The details listed will be used for making all payments against POs / WOs, refund of EMDs / SDs, intimation of payments by email, issue of TDS certificates, C Form for CST purchases etc.)

(*) Minimum Required Fields to be Filled by the Company/Vendor. Please Attach copies of the supporting documents.

Title* :

Name* :

Address * :

Town/District* :

City* :

State* :

Postal/Pin code* : Country* :

Contact Details:

Telephone Number : Fax No. :

Email id :

(Mandatory for E-Tendering)

Name of Contact Person : Mobile No. :

Alternate Contact Person : Mobile No. :

Tax information:

PAN :

Service Tax reg. no. :

LST (Local VAT reg.No.) : CST Reg. No :

Tax Registration no. :
 (for Foreign Vendors)

Income Tax Exemption details:

IT exemption no. : IT exemption rate :

IT Exemption date :

IT exemption date from : IT exemption date to :

Excise Details:

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/Bank Details:

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

Type of Account : Savings(10) Current(11)

SWIFT Code (for Foreign Vendors) :

IBAN (for Foreign Vendors) :

(Enclose a blank Cheque / a photocopy of the Cheque to verify A/c No. & Bank details)

Industry Status:

Micro/ SSI Status : Yes No

1. I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.
2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.

- Note:
1. If PAN is not provided, TDS @20% will be deducted wherever applicable.
 2. If Excise Registration/Service Tax Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.
 3. If Bank Particulars are not provided, the payment will be made by Cheque only.
 4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company / Vendor Authorized Signatory / Designation Date: Company Seal

(For Office Use)

Vendor Account Group : Payment Method :

TDS Type - Invoice : TDS Code - Invoice :

Checked by:	Authorized by (Finance)	SAP Vendor Master Created on	SAP Vendor Code

ANNEXURE-4

Clause by Clause compliance

(UNDERTAKING)

I/Wehereby undertake that all the terms and conditions as per Tender Enquiry No..... for the are acceptable to us. We have nil deviation from bid stipulation of this tender document.

Place:.....

Signature of Tenderer/Authorized Signatory

Date :

Name of the Tenderer.....

Seal of the Tenderer

I/753282/2024

Tender ID: 2024_BSNL_210099_1

I/753282/2024

- II. Any claim made by third parties arising out of the use of the services of BSNL being provided using the equipment/services supplied under the Tender to the extent these are attributable solely to the poor quality or non-compliance of the products/services to the respective specifications.
- III. Any claims arising from other utility / service providers in connection with interruptions or degradation of their services due to services provided by bidder under this Tender.
- 2. The bidder also declares that in case bidder is blacklisted by GST Authorities in future & which results in loss of Input Tax Credit (ITC) to BSNL, then BSNL shall have right to recover any such loss of ITC arising on account of such black-listing.
- 3. This Deed of Indemnity shall stand terminated on expiry of or early termination of the contract period as envisaged in the above said Tender requirement.
- 4. The Deed of Indemnity shall constitute the entire indemnity provided by the Bidder for the indemnities asked in said Tender.
- 5. This Deed of Indemnity shall be governed by and construed in accordance with Indian law.

(Authorized Signatory)

Date:

Place:

<< Name of the Bidder>>

Witness 1: (Sign, Name & Mobile No.)

Witness 2: (Sign, Name & Mobile No.)

Annexure-6

PROFORMA for the BID SECURITY/ EMD declaration

(To be typed on firm letter head)

Sub: Declaration regarding Bid Security/EMD Guarantee.

I/We _____ Proprietor/Partner/Director(s) of
M/S _____ have participated in E-Tender for SLA based Watch &
Ward/ Security Services at various Establishment under GMTD Tripura BA (NE1 Circle).

I/We hereby declare that if I/we withdraw or modify our bid/s during period of its validity etc., I/we agree that the bid will be terminated and I/we will be debarred/banned by the CGMT, NE1 Circle for the period of three years from any further work/contract by BSNL from the date of issue of such order.

Signature

Place

Date

Name and Address of the firm Seal of the firm

End of the tender Document