

Form No. _____



Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprise)

**OFFICE OF
GENERAL MANAGER,
Telecom. District,
Chilgari, Dharamsala-176215
(H.P.)**

BID DOCUMENT

Abridge NIT No. NS-93/XIII/Tender/Rigger/SSA DMA/2019-20/5

Dated at Dharamshala: 23/01/2020

E-TENDER DOCUMENT FOR “HIRING SERVICES OF RIGGER IN DHARAMSALA SSA”

1. Tender document shall be available for downloading BSNL website www.hpbsnl.co.in & <https://eprocure.gov.in/cppp>, <https://etenders.gov.in> 26/01/2020 onwards
2. Time and date up to which tender documents can be downloaded-Up to 1130 Hrs.of 19/02/2020
3. Time and Date of online submission of Tender/Bid ----- Up to 1130 Hrs. of 19/02/2020
4. Time and date up to which documents ----- Up to 1130 Hrs of 19/02/2020
are to be submitted to AGM(CM) O/o GMTD Dharamshala/tender box
along with EMD, Bid cost and other copies of documents.
5. Time and date of opening of Tender ----- 1200 Hrs. of 20/02/2020
(Technical Bid)
6. Total pages ----- 50

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SECTION -1

Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprise)

O/o General Manager Telecom District SSA Dharamshala

Notice Inviting Tender

E-Tender for Hiring Rigger Services in Dharamshala SSA

DNIT No. NS-93/XIII/Tender/Rigger/SSA DMA/2019-20/5

Dated at Dharamshala: 23/01/2020

On line digitally sealed E-Tenders are invited on website [URL: https://eprocure.gov.in/cppp](https://eprocure.gov.in/cppp) or <https://etenders.gov.in> by the GMTD Dharamshala (HP) on behalf of the Chairman Cum Managing Director, BSNL for “Hiring Rigger Services in Dharamshala SSA” comprising of Kangra and Chamba Revenue Districts. The detail of estimated quantum of work is as follows:-

S. No	Description	Quantity	Estimated cost of work in Rs.	Cost of bid document (Non-refundable) in Rs.	Bid security in Rs.	Date & time of online submission of bid	Date & time of opening of bid
	Hiring Services of Riggers	3(Three)	10,30,000/-	1180/-	25750-00	1130 hours of -- 19/02/2020	1020 hours of 20/02/2020

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

1. **Eligibility of the Bidder:**

(a) The eligible bidder should have experience of satisfactory execution of work (supply of Rigger Services) or similar type of work for minimum Rs. 4,12,000/- (Rs. Four Lakh Twelve Thousand only) in any Govt. Organization (Central/ State/ PSU), Telecom Operators, Telecom Vendors like M/s Ericsson, NSN, ITI, ZTE etc, Infra Provider, Telecom Turnkey vendors, etc during last three financial years **including current financial year**. (The experience certificate should have been issued by the officer not below the rank of DE/AGM or equivalent)

(b) Documents establishing bidder's eligibility and qualifications in accordance with Clause No. 10- Section-II

2. The competent authority on behalf of BSNL does not bind himself to accept the lowest or any other tender & the GMTD Dharamshala reserve all rights to

Tender for Hiring Rigger Services in SSA Dharamshala HP

accept/reject any/all tender /tenders without assigning any reason, what so ever.

3. Any tax or liability imposed by the Govt. or the liability of pay EPF will be borne by the Bidder. GST will be paid by BSNL, if in any case it is made applicable for the work carried out by the contractor at any time. The contractor has to deposit Service Tax as received from BSNL time to time with concerned authorities in due course & shall submit a copy of paid Challan with subsequent bills for verification
4. The contractor shall obtain labour license within one month after agreement, if required, from Labour Commissioner & comply with all the provisions of minimum wages Act-1948, Contract Labour Regulations & Rules framed there under & other labour laws affecting contract labour that may be brought in to force from time to time, if required.
5. All Other terms and conditions and detailed specifications of work/items shall be as per tender documents.
6. Period of contract - One year from the date of agreement and extendable further for Twelve months at the same terms and conditions.
7. The Tender, which is not accompanied by requisite Bid security, shall be summarily rejected.
8. Tender document can be obtained by downloading it from the E-Tender link of website **<https://eprocure.gov.in/cppp> or <https://etenders.gov.in>**. In that case the bidder shall enclose DD or cash receipt for cost of Tender form in favor of A.O. (Cash) O/o the GMTD Dharamsala.
9. If at any stage of the tendering process it is found that the downloaded document has been altered /manipulated, the bid shall stand cancelled and EMD shall be forfeited. Tender document should be submitted in person or through an authorized representative.
10. The circular/ Amendment issued by BSNL time to time shall be applicable and implemented during contract period.
11. Exemption in EMD and Document Cost Shall be applicable as per Rules to the firms Registered under NSIC/MSME. Valid Registration Certificate in this regard is required to be submitted. MSME certificate should have GM District Industries Centre remarks which are given after verification by DIC authorities.
12. In case the representative of Bidder company, who uploads the document on e-tender portal using his Digital Signature Certificate (DSC) is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the document on e-tender portal using DSC issued in his name, shall also be made as one of the Power of Attorney holder by the bidder company, in addition to the authorized signatory for the Bid.
13. Bid Security for the bid Rs.25750/- (2.5%) is required to be attached with Tender form & shall be in the form of crossed demand draft on any Scheduled Bank in favor of AO (Cash). Tender without Bid Security shall not be entertained.
14. In case the last date of submission/opening of the Tender happens to be a holiday, the next working day shall be treated as date of submission/opening of Tender, if not mentioned otherwise.
15. All the rules, Terms & conditions are mentioned in the Tender form.

Tender for Hiring Rigger Services in SSA Dharamshala HP

GMTD Dharamsala reserves the right to accept/cancel the Tender or any bid without assigning any reason, whatsoever.

16. NOTE:-

- a) All the documents (online /offline) uploaded/submitted by the bidder should be self attested by the bidder.
- b) Affidavits in respect of section-II Sr. No. 10.3, 10.4, 10.7 (ii), 10.8 can be provided in single affidavit (sample format attached as Annexure-III) An affidavit related certificate should not be older than six month from Tender floated.

AGM (CM)
O/o GMTD Dharamsala-176215
Telephone No. 01892-226288

SECTION- IA

Tender Information

1. Type of tender- : Limited

- a) No. of Bid Submission Stages for tender: Single
- b) No. of Envelopes for submission of Bids: Two Nos.

Note A: The bids will be evaluated Technically first and thereafter financial bids of qualified bidders only shall be opened.

2. Bid Validity Period (Validity of bid Offer): 180 days from the tender opening date.

3. Tenders are invited under two envelopes system, the first envelope will be named as Technical & will contain documents of bidder's satisfying the eligibility/Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents:

A) Technical Electronic Envelope shall contain:

- i) Scanned copy of EMD or proof EMD exemption i.e. NSIC/MSME certificate.
- ii) Scanned copy of Cost of the tender documents i.e. tender fee or proof of exemption from Tender Cost i.e. NSIC/MSME certificate.
- iii) Scanned copy of all the documents mentioned in **SECTION-XII (Check list) & clause 10 Sec-II**

B) Financial envelope shall contain financial bid as per **SECTION-VII (Online Submission)**

Note B: - The bidder shall submit the following documents offline to AGM(CM), O/o GMTD, BSNL Dharamshala on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- i) EMD – Bid security (original copy) or proof EMD exemption i.e. valid NSIC/MSME certificate.
- ii) DD/ Banker's Cheque/Pay order of Tender fee (original copy) or proof Tender Fee exemption i.e. NSIC/MSME certificate.
- iii) Power of Attorney in accordance as per NIT and authorization for executing the power of Attorney in original.
- iv) Documents as per Section XII & Clause-10 of Section-II

4. Tenders are invited online through Single stage two Envelope systems. The first electronic envelope (technical) will contain Technical & second electronic envelope (Financial) will contain financial bid envelope.

SECTION- II
Instructions to Bidders

A. Introduction

1. Definitions:-

- (a) “The Purchaser” means the GMTD Dharamsala acting on behalf of the CMD, BSNL, India.
- (b) “The Bidder” means the individual or firm who participates in this Tender and contract.
- (c) “The contractor” means the successful bidder supplying the services under the contract.
- (d) “The Services” means all the services elaborated in clause 8 of Section-IV of Bid Document.
- (e) “The Letter of Intent” means the intention of Purchaser to place the Order / Work Order on the successful bidder.
- (f) “The Work Order” means the work order placed by the Purchaser on the contractor signed by the Purchaser indicating all attachment and appendices thereto and all documents incorporated by reference therein. The work order shall be deemed as “Contract” appearing in the document.
- (g) “The Contract Price” means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.

2. ELIGIBLE BIDDERS:-

- 2.1. The eligible bidder should have experience of satisfactorily completed work of supply of Services of riggers or similar type of work for minimum Rs. 4,12,000/- (Rs. Four Lakh Twelve Thousand only) in any Govt. Organization (Central/ State/ PSU), Telecom Operators, Telecom Vendors like M/s Ericsson, NSN, ITI, ZTE etc, Infra Provider, Telecom Turnkey vendors, during last three financial years including current financial year. A certificate of satisfactory performance issued by not below the rank of Divisional Engineer or equivalent rank to this effect should be enclosed.
- 2.2. Documents establishing bidder’s eligibility and qualifications in accordance with Clause No. 10 of Section-II

3. COST OF BIDDING:-

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

B. THE BID DOCUMENTS:-

4. BID DOCUMENTS:-

- 4.1. The services required, bidding procedures and contract terms are prescribed in the Bid documents. The Bid Document includes:
- I. Tender Notice
 - II. Instructions to Bidders
 - III. General Conditions of the Contract
 - IV. Special Conditions of Contracts
 - V. Schedule of requirement
 - VI. Information about Tenderer
 - VII. Price schedule
 - VIII. Performance security bond form
 - IX. Letter of authorization to attend Bid Opening.
 - X. Bid Form
 - XI. Copy of work agreement.
 - XII. Check List
- 4.2. The bidder is expected to examine all Instructions, forms, Terms and specifications in the Bid Documents, Failure to furnish all the information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Document in every respect will be at the bidder's risk and can result in rejection of the Bid.

5. CLARIFICATION OF BID DOCUMENTS:-

A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation for Bids. The purchaser shall respond in writing to any request for clarification of the Bid documents, which it receives not later than 7 days prior to the date for the opening of bids. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have purchased the bid documents.

6. AMENDMENT OF BID DOCUMENTS :-

- 6.1. At any time prior to the date of submission of bid, the purchaser may, for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.
- 6.2. The amendments shall be notified in writing or by Telex or FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the purchaser and these amendments will be binding on them.
- 6.3. In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the Purchaser may, at its discretion extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS:-

7. DOCUMENTS COMPRISING THE BID:-

The bid prepared by the bidder shall comprise the following components:

- (a) Documentary evidence established in accordance with Clause 2 and 10 (Section-II) that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- (b) Bid Security furnished in accordance with clause 12 (Section-II).
- (c) A Clause-by-Clause compliance to the Bid Document as per clause 11.2 (Section-II).
- (d) The Bid Form as per Section-X, completed in accordance with Clause 8 & 10 (Section-II).
- (e) Price Schedule (Section-VII) completed in accordance with clause 8, 9, & 10 (Section-II).
- (f) Documentary proof regarding applicable rate of ED, GST and other levies/duties etc

8. BID FORM:-

The bidder shall complete the Bid Form (as per Section-X) and the appropriate Price Schedule furnished in the Bid Document, indicating the services to be provided, brief description of the services, quantity and price as per section VII failing which the bid is liable to be rejected.

9. BID PRICES:-

- 9.1. The bidder shall give total composite price inclusive of all levies and taxes but excluding GST. The unit price and other components need to be indicated against the services proposed to supply under the contract as per price schedule given in Section VII in Indian Rupees. **(On line submission only)**
- 9.2. Prices indicated on the Price Schedule shall be entered in the following manner;
 - (i) The rates should be inclusive of all taxes (Except GST), EPF and ESI/Health insurance etc.
 - (ii) The bidder shall quote as per price schedule given in Section VII for all the items given in schedule of requirement.
- 9.3. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.4. The unit price quoted by the bidder shall be in sufficient detail to enable the purchaser to arrive at prices of services offered.
- 9.5. Discounts, if any, offered by the Bidders shall not be considered unless they are specifically indicated in the Price Schedule. Bidders desiring to offer discount shall, therefore, modify their offers suitably while quoting and shall quote clearly net price taking all such factors like discount, free supply, etc. into account.
- 9.6. The price approved by BSNL for services will be inclusive of levies and taxes (except Service Tax), packing, forwarding, freight and insurance as mentioned in

Para 9.1 above. Break-up in various heads like E.D, Sales Tax, insurance, freight and other Taxes paid/payable as per clause 9.2(i) is for the information of the purchaser.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

- 10.1 The bidder shall submit the Bid Security of Rs 25750/- for the bid, in the shape of Demand Draft, drawn in favor of AO (Cash) O/o the GMTD Dharamshala.
- 10.2 A work experience certificate showing that the bidder has satisfactorily completed work of supply of Services of riggers or similar type of work for minimum Rs. 4,12,000/- (Rs. Four Lakh Twelve Thousand only) in any Govt. Organization (Central/ State/ PSU), Telecom Operators, Telecom Vendors like M/s Ericsson, NSN, ITI, ZTE etc, Infra Providers, Telecom Turnkey Vendors, etc during last three financial years including current financial year as per NIT should be submitted duly signed by not below the rank of Divisional Engineer or equivalent rank.
- 10.3 An Affidavit that none of the relatives of Tenderer working in BSNL
- 10.4 Attested copy of Certificate of Registration from Registrar of firms (in case of partnership firm)/certificate of incorporation from Registrar of companies and copy of Memorandum/article of Association (in case of company)/affidavit of ownership (in case of Proprietary firm).
- 10.5 The Tender document in original duly filled in and signed by the bidder or his authorized representative along with seal on each page. All corrections and over-writings must be signed with date by the bidder or his authorized representative. In case where Tender document signed by the authorized representative of the firm, the copy of authorization letter must be submitted. **(On-Line scanned document)**
- 10.6 Registration particulars with EPF commissioner and Central labour commissioner duly self attested by the bidder.
- 10.7 *(i) Attested Copy of ESI Registration Certificate (wherever ESI is applicable),
(ii) For other stations, an affidavit (attested by Notary Public) to be given that medical Insurance will be submitted within one month of signing the agreement.*
- 10.8 An affidavit to the effect that labour license will be obtained & submitted within one Month of receipt of form -V from the principal employer.
- 10.9 Attested copy of Registration with labour Department (pertaining to any period of experience) should be submitted along with the bid.
- 10.10 The Bid document, if downloaded from internet should be deposited with Bid document cost of Rs. 1180/- (Rs. One Thousand One Hundred Eighty only) along with EMD/ Bid security. The downloaded Bid document shall not have

difference from the document supplied by this office. Any difference, if found shall cause rejection of bid and shall be sole responsibility of the bidder.

- 10.11 Photocopy of PAN Number and latest Income Tax return filed with acknowledgement.
- 10.12 GST registration duly attested.
- 10.13 An undertaking to be submitted by Tenderer that the original downloaded tender document has not been manipulated/modified/alterd.

11. DOCUMENTS ESTABLISHING THE CONFORMITY TO BID DOCUMENTS :-

- 11.1 Pursuant to Clause 7, the bidder shall furnish as part of his bid documents establishing the conformity of his bid to the Bid document of all services which he proposes to provide under the contract.
- 11.2 The documentary evidence of the 'services' in conformity to the Bid Documents may be in the form of literature, drawing, data and the bidder shall furnish:
 - (a) A detailed description of the services essential for technical and performance characteristics.
 - (b) A clause by clause compliance on the purchaser's Technical specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical specification and Commercial Conditions. In case of deviations, a statement of deviations and exceptions to the provision of the Technical Specifications and commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of Technical Specification, Commercial Conditions and special conditions shall not be considered.
- 11.3. For purpose of compliance to be furnished pursuant to clause 11.2 (b) above the bidder shall note that the standards for workmanship, material and equipment and reference to brand names or catalogue number, designated by the purchaser in its Technical Specifications are intended to be descriptive only not restrictive.

12. BID SECURITY (EARNEST MONEY):

- 12.1. Pursuant of Clause 7 the bidders shall furnish as part of his bid, a bid security as given in NIT. The bidders (Small Scale Unit) who are registered with National Small Scale Industries Corporation under Single Point Registration Scheme are exempted from bid security up to the amount equal to their monetary limit. In case of bidder, having monetary limit as no limit, the exemption will be limited to Rs. 50,00,000/- (Rs. Fifty Lacs Only) as per the existing policy of Bharat Sanchar Nigam Limited. A proof regarding current registration with NSIC for the tendered items will have to be attached along with the bid.
- 12.2. The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to Para 12.7.
- 12.3. The bid security for the amount mentioned in clause 13 of Sec-I shall be in the form of a Demand Draft from any scheduled bank payable at Dharamshala, in favour of the AO (Cash) Dharamshala. Bid security in any other form is not

acceptable. Any Small Scale Industry/ Firm claiming exemption from the payment of bid security should submit the copy of the current registration with National Small Industries Corporation (NSIC) for the tendered items.

- 12.4. A bid not secured in accordance with Para 12 shall be rejected by the purchaser as non-responsive at the bid opening stage and returned to the bidder unopened.
- 12.5. The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by the Purchaser, pursuant to clause 13.
- 12.6. The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchaser order satisfactorily pursuant to clause 27 and furnishing the performance security.
- 12.7. The bid security may be forfeited:
 - (a) If a bidder withdraws his bid during the period of bid validity specified in the Bid form or
 - (b) In the case of successful bidder, if the bidder fails:
 - (i) To sign the contract in accordance with clause 28 or
 - (ii) To furnish performance security in accordance with clause 27.
- 12.8 In both the above cases, i.e. 12.7 (a) and (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of LOI. The bidder will not approach the court against the decision of BSNL in this regard.

13. PERIOD OF VALIDITY OF BIDS :-

- 13.1. Bid shall remain valid for 180 days from the date of opening of bids prescribed by the Purchaser, pursuant to clause 19.1. **A bid valid for a shorter period shall be rejected by the Purchaser being non-responsive.**
- 13.2. In exceptional circumstances, the Purchaser may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

14. SIGNING OF BID:-

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

14.2 POWER OF ATTORNEY IN FAVOUR OF PERSON SIGNING THE BID:

- (i) The Power of Attorney should be submitted and executed on the judicial stamp paper of appropriate value as prevailing in the respective state(s) and the same be attested by Notary public or registered before sub-Registrar of the states(s) concerned.

- (ii) The Power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ Institution/ Body Corporate.
- (iii) In case of the bidder being a firm, the said Power of Attorney should be executed by the entire partner (s) in favour of the said attorney.

D. PREPARATION OF BIDS:-

15.1 SEAL AND MARKING OF BIDS :-

1. The bid should be submitted as per Clause 7 and 14 of this section. Offline Envelope should be sealed (packing PVC tape / sealing wax) & Online Envelope should be digitally sealed.
2. The bids are being called under Single Stage Bidding & Two Envelope System the details of sealing & marking of bids in each case is given below.
3. In Single stage bidding & two envelopes system, the bidder shall submit his bid online in two electronic envelopes digitally sealed.

The First Electronic envelope will be named as Technical bid. This envelope will contain documents of bidder's satisfying the eligibility /Technical & commercial conditions i.e. documents as listed in part (a), (b), (c), (d) & (f) of the bid document as per clause-7, Section-II.

The Second Electronic Envelope will be named as Financial bid containing Financial bid form as per Section-VII of bid document.

4. The envelope for submission of offline documents (**All documents including Tender cost DD and EMD bank draft as per section XII checklist except original tender document and financial bid**) shall be sealed packing PVC tape/sealing wax) & addressed to the BSNL inviting the tender at the address:- **AGM (CM) O/o GMTD, BSNL Complex, Chilgari, Dharamsala – (HP) PIN-176215**. The documents must reach on or before time and date of Tender Opening.
 5. The envelope shall bear the name of the tender, the tender number in BLOCK LETTERS marked as '**DO NOT OPEN BEFORE**' (due date & time).
 6. If the envelopes are not sealed and marked as required the bid shall be rejected.
- 15.2.3 The envelope shall indicate the name and complete postal address of the bidder to enable the BSNL to return the bidder's offline documents unopened in case it is declared to be received 'late'.
- 15.2.4 Envelope containing offline documents should be deposited in the tender box or to be sent by registered post on or before date and time of tender opening provided by tendering authority. The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.**

- 15.2.5 Envelope containing offline documents should be delivered up to specified time & date as stated in NIT in the office of AGM (CM.) O/o GMTD, BSNL Dharamsala. BSNL shall not be responsible if the bids are delivered elsewhere.
- 15.2.6 Venue of Tender Opening: Tenders will be opened in AGM (CM) Chamber, O/o GMTD Dharamsala at specified time & date as stated in NIT.

16. SUBMISSION OF BIDS:-

- 16.1 Online Bids must be submitted by the bidders on or before the specified date & time indicated Section-I i.e. DNIT.
- 16.2 The Government of India if subsequently declares date fixed for opening of bids as holiday, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

17. LATE BIDS:

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to clause 16 shall be rejected and returned un-opened to the bidder.

18. MODIFICATION AND WITHDRAWAL OF BIDS:

- 18.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15 of this Section. A withdrawal notice may also be sent by Telex/ Fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

19. OPENING OF BIDS BY PURCHASER:-

- 19.1 The purchaser shall open the technical bids submitted by all the bidders in the presence of bidders or his authorized representatives who choose to attend on the due date and time. Bidder's representatives, who are present, shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (A format of the Authority Letter is given in Section-IX).
- 19.2 A maximum of two representatives from any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 The Tender Opening Committee will check all documents submitted in the Technical Bids. The "Financial Bids" will be opened only after evaluation of Technical Bids by TOC.
- 19.4 The bidder names, bid prices, modifications, bid withdrawals and such other details as the Purchaser, at its discretion, may consider appropriate; will be announced at the opening.

19.5 Tender Opening Committee is fully empowered to open or not to open any bid and also can ignore minor omissions/deviations.

19.6 If the date of opening of the Bids happens to be a holiday or is declared holiday, the revised schedule of Tender opening will be notified. In absence of such notification, however, the bids will be opened on the next working day, time and venue remaining unaltered.

20. CLARIFICATION OF BIDS:

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

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

21. PRELIMINARY EVALUATION:-

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

21.2 Arithmetical errors shall be rectified on the following basis. 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. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Bidder does not accept the correction of the errors, his bid shall be rejected.

21.3 Prior to the detailed evaluation, pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid documents. For purpose 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 bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

21.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.

22. EVALUATION AND COMPARISION 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 made on the basis of total package as per note 4 of Section-VII (Price Schedule).

23. CONTACTING THE PURCHASER :-

23.1. Subject to clause 20 no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the opening till the time the contract is awarded.

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

24. AWARD OF CONTRACT:

24.1 BSNL shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 10 days of issue of Letter of Intent, give his acceptance along with performance security in conformity of Section VIII of the bid document. The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.

24.2 The bidder who quotes lowest total package price in price schedule, Section-VII of bid document will be considered for placement of letter of intent.

25. PURCHASER'S RIGHT TO VARY QUANTITY OF WORK :-

- (a) BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- (b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.
- (c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing venders, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

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

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

27. ISSUE OF LETTER OF INTENT:

- a) The issue of letter of intent shall constitute the intention of Purchaser to enter into the contract with the bidder.
- b) The bidder shall within 10 days of issue of letter of intent and give his unconditional acceptance along with performance security in the Performa at Section-VIII of bid document.

28. SIGNING OF CONTRACT:

- 28.1. The issue of letter of intent shall constitute the award of contract on the bidder.
- 28.2. Upon the successful bidder furnishing of performance security pursuant to clause 27, the Purchaser shall discharge its bid security, pursuant to clause 12.
- 28.3. The bidder shall execute an agreement on non-judicial stamp paper of Rs. 100/- only at his own cost.

29. BARRING FOR FUTURE WORKS:

- 29.1 If the approved bidder fails to accept the Advance Work Order within the stipulated period mentioned in the work order, his bid security will be forfeited.
- 29.2 If the approved bidder after acceptance of work order fails to supply the said services as per conditions of the work order , the performance security of the bidder shall be forfeited and he will be barred from participating in future Tenders under CGMT, HP Telecom Circle, Shimla for a period of Two years from the date of opening of the said tender.

30. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 28 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of Purchaser or call for new bids.

31. IMPORTANT CONDITIONS:

While all the conditions specified in the Bid Documents are critical and are to be compiled, special attention of bidder is invited to the following clauses of the document; the bid is liable to be rejected in case of non-compliance of any one of these conditions.

- ✓ Clause 15.1 of section II – the bids will be recorded unopened, if covers are not properly sealed.
- ✓ Clause 12.1, 12.3 & 13.1 of Section II – The bids will be rejected at opening stage if bid security is not submitted as per Clause 12.1 & 12.3 & bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- ✓ Clause 2 & 10 of Section II – if the eligibility condition as per clause 2, Section II is not met and/or documents prescribed in to establish the eligibility as per Clause 10 section II are not enclosed, the bids may be rejected without further evaluation.
- ✓ Clause 11.2 (b) of Section-II: If clause by clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation. In case of no deviation, a statement to the effect must be given.
- ✓ Section VII: Price Schedule – Prices are not filled in as prescribed in price schedule.
- ✓ Section II clause 9.5 on discount which is reproduced below
- ✓ “Discount”, if any offered by the bidder shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly price taking all such factors like discount, free supply, etc. into account.”

32. Verification of documents and certificates.

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

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

SECTION – III

GENERAL CONDITIONS OF CONTRACT

1. APPLICATION:

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

2. STANDARDS:

The services rendered under this contract shall conform to the standards prescribed in the Scope of Work/ Technical Specifications or are as per work order.

3. PATENT RIGHTS:

The contractor shall indemnify the Purchaser against all third party claims of infringement of patent, Trade mark or Industrial design rights arising from use of the services or any part thereof in BSNL.

4. PERFORMANCE SECURITY:

- 4.1. "The successful bidder shall furnish Performance security to the purchaser for an amount of 10% of contract value at the time of signing the agreement.
- 4.2. The proceeds of the Performance security shall be payable to the purchaser as compensation for any loss resulting from the contractor failure to complete its obligations under the contract.
- 4.3. The Performance security shall be in the form of Bank guarantee issued by a Scheduled Bank valid for two years in the form provided in the Bid Document, Section VIII or in the form of crossed Demand Draft payable to AO (Cash) O/o GMTD Dharamsala (HP) issued by a scheduled bank and payable at Dharamsala and receipt is to be produced or in the form of FDR drawn from scheduled bank pledged to AO(Cash) O/o GMTD Dharamsala.
- 4.4. The Performance security will be discharged by the purchaser after completion of the contractor performance obligations including any warranty obligations, under the contract.

5.-DELIVERY SCHEDULE:

The Letter of Intent will be issued to the contractor by AGM (CM) O/O GMTD Dharamsala or any other equivalent officer of O/o GMTD BSNL, Dharamsala. The contractor has to provide the services within one week of the issue of Letter of Intent, failing which penalty as per clause no: 11 of Section – III of bid document will be applicable. For supply of riggers on day basis at the finalized rates, additional work order(s) may be given by BSNL at any time during currency of contract. Riggers are to be made available within four days of issue of such work order(s) failing which penalty as per clause no: 11 of Section-III of bid document will be applicable.

6 PAYMENT TERMS:

- 6.1 Full Payment will be made on monthly basis on submission of bill/claim/ by account payee's cheque/RTGS or NEFT as per agreement against the work order. The monthly bill/claim will be submitted by the contractor along-with following supporting documents to the AGM (CM) O/o GMTD Dharamsala.

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- (a) Bill should be duly verified by the concerned SDE/DET. A Certificate from the concerned SDE regarding satisfactory services and attendance sheet duly counter signed by the DE concerned.
- (b) Documents regarding payment of EPF, ESI (or Medical Insurance) General Insurance (2lakhs) and GST etc. payable by the contractor as per his Statutory Obligations. **Bidder shall provide confirmation receipt issued by EPFO iro contribution of the employer /employees with EPF authorities with the bills.**
- (c) Payment to riggers will be made by the bidder through NEFT/RTGS and proof of payment to the riggers shall be submitted as bank transactions detail with name and Account Number.
- (d) Documents as per clause 20.5 of Section-III.
- (e) Night halts/ Transportation claims, if any, duly verified by the concerned SDE & countersigned by DE concerned.
- (f) GST paid certificate/Challan should be attached with bill.

7. PRICES:

- 7.1 Rate charged by the contractor for services delivered/performed under the contract shall not be higher than the approved rate except for variation caused by change in taxes/duties as specified in clause 7.3, 7.4, 7.5 and as per note of Financial bid (Ref-Section VII)
- 7.2 The rate should be quoted against each item in the enclosed Section-VII (On line submission only)-Ref Note-Sec-VII.
- 7.3 In case of reduction of taxes and other statutory duties during the scheduled delivery period, BSNL shall take the benefit of decrease in these taxes/duties for the supplies made from the date of enactment of revised duties/ taxes.
- 7.4 In case of increase in duties/taxes during the scheduled delivery period, the BSNL 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.
- 7.5 Any increase in taxes and others statutory duties/ levies after the expiry of scheduled delivery period shall be to the contractor account. However, benefit of any decrease in these taxes/ duties, shall be passed on to the BSNL by the contractor.
- 7.6 Prices finalized shall be valid for a period of one year from the date of agreement with the bidder and with a provision for extension by another one year with the approval of the competent authority.

8. CHANGES IN WORK ORDER:

- 8.1 The purchaser may, at any time, by a written order given to the contractor, make changes within the general scope of the contract in any one or more of the following.
 - (a) Locations where Services to be furnished under the Contract.
 - (b) The place of the services to be provided by the contractor.

9. SUB-CONTRACTS:

- 9.1 The contractor shall notify the Purchaser in writing of all sub-contracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the contractor from any liability or obligation under the Contract.

10 DELAY IN THE CONTRACTOR'S PERFORMANCE:

- 10.1 Delivery of the services and performance of services shall be made by the contractor in accordance with the Time schedule specified by the purchaser in its Work Order. In case the services are not completed in the stipulated delivery period, or the services are not rendered as indicated in the Work Order, purchaser reserves the right either to short close/ cancel this Work Order and/ or recover penalty. The cancellation/ short closing of the order shall be at the risk and responsibility of the contractor and purchaser reserves the right to purchase balance-unsupplied services at the risk and cost of the defaulting vendors.
- 10.2 Delay by the contractor in the performance of its delivery/services obligations shall render the contractor liable to any or all of the following sanctions:
- (a) Forfeiture of its Performance security
 - (b) Imposition of penalty and/or
 - (c) Termination of the contract for default.
- 10.3 If at any time during performance of the Contract the contractor or sub-contractor(s) should encounter conditions impeding timely delivery of the services and performance of service, the contractor shall promptly notify to the Purchaser in writing of the fact of the delay, its likely duration and its causes(s). As soon as practicable after receipt of the contractor notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract as per the certified facts intimated by contractor.

11. PENALTY CLAUSE:

- 11.1 If the approved bidder fails to deploy riggers within the period of 6 weeks of issue of Letter of Intent, BSNL shall be entitled to recover 0.5% of value of the delayed supply of services for each week of delay or part thereof for a period of up to 10 (ten) weeks and thereafter at the rate of 0.7% of the value of delayed supplies for each week of delay or part thereof for another 10 (ten) weeks of delay.
- 11.2 If the Rigger do not turn up at the reporting time prescribed penalty shall be imposed at the rate of Rs. 50/- per hour of delay for only two hours & there after Rigger will not be assigned any work and marked absent for the day and the amount payable shall not be paid for that day. However in case of urgency of work BSNL may assign the work to Rigger with a penalty as described above. In case work is assigned after delayed reporting at duty, only penalty as per this clause will be deducted.
- 11.3 If the Rigger is not able to perform the work assigned to him ,a penalty @ Rs. 200/- per day shall be imposed and the amount payable shall not be paid for the day.
- 11.4 Maximum amount of penalty imposed as per clause 11.2 & 11.3 shall be 10% of the monthly bill of the contractor.

12. FORCE MAJEURE:

- 12.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, 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 such claim for damages against the 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 event may come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been resumed or not shall be final and conclusive, provided further if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.
- 12.2 Provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores/services in the course of manufacture in possession of the contractor at the time of such termination of such portions thereof as the Purchaser may deem fit excepting such materials bought out components and stores as the contacts may the concurrence of the Purchaser elect to retain.

13. TERMINATION FOR DEFAULT:

- 13.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the contractor, terminate this Contract in whole or in part.
- a) If the contractor fails to deliver any or all of the services with in time period (s) specified in the Contract or any extension thereof granted by the Purchaser pursuant to Clause 10.
- b) If the contractor fails to perform any other obligation(s) under Contract: and
- c) If the contractor in either of the above circumstance(s) does not remedy his failure with in a period of 15 days (or such longer period as Purchaser may authorize in writing) after receipt of the default notice from Purchaser.
- 13.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to Para 13.1 the Purchaser may procure, upon such terms and in such manners, as it deems appropriate, services similar to those undelivered and the contractor shall be liable to the Purchaser for any excess cost for such similar services. However, the contractor shall continue performance of the contract to the extent not terminated.

14. TERMINATION FOR INSOLVENCY:

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

15. ARBITRATION

15.1 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 here under.

15.2 A part wishing to commence arbitration proceeding shall invoke 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.

15.3 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. 5Lakhs to Rs.5 Crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs.5 Crores	3 Arbitrators	One arbitrator by each party and the 3 rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators.

15.4 Neither party shall appoint its serving employee as arbitrator.

15.5 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.

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

15.7 Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is up to Rs. 5 Crores.

15.8 Fast Track Procedure –

15.8.1 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).

15.8.2 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.

15.8.3 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 it 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.

15.8.4 The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

15.8.5 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.

15.8.6 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.

15.8.7 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

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.

15.8.8 In case 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 be shared equally by the parties.

15.8.9 The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).

15.8.10 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.

16. SET OFF:

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

17 CANCELLATION OF TENDER:

Purchaser may cancel the tender if the contractor fails to provide the services as per agreement after getting the work order from purchaser and an extension of time thereafter if any.

18. FALL CLAUSE:

18.1 The rates/ prices once fixed will remain valid during the scheduled work period except for the provisions in clause 7 of Section III. Further, if at any time during the contract:

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

And/or

(b) The rates received in a new tender for the same or similar 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 service to the vendor. In case the vendor does not accept the new rates 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 contractor and the purchaser reserves the right to purchase the balance unsupplied service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.

18.2

(a) The contractor 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 to sell 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.”

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- (b) In case undertaking as in Clause 18.2 (a) is not applicable, the contractor will give details of rates, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

19. WORKMEN'S COMPENSATION:

In every case, in which by virtue of the provision of Section 12, sub section (i) of the Workmen's Compensation Act, 1923, the BSNL is obliged to pay compensation to a workman employed by the contractor, in execution of the works, the BSNL will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of the BSNL, under Section 12, sub-section (ii) of the said Act, the BSNL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by BSNL to the contractor, whether under this contract or otherwise. The BSNL shall not be bound to contest any claim made against it under Section 12, Sub-section (I) of the said Act, except on the written request of the contractor and upon his giving full security to the BSNL for all costs for which BSNL might become liable in consequence of contesting such claim.

20. LABOUR WELFARE:

- 20.1 In every case, in which by virtue of the Provisions of the Contract Labour (Regulation and Abolition) Act 1970 and of the Contract Labour (Regulation and Abolition) Central Rules 1971, the BSNL is obliged to pay any amounts of wages to a workman employed by the contractor in execution of works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules, under Clause 19 to I9J and 20 of PWD-8, or under the CPWD Contract Labour Regulations or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by CPWD Contractors, BSNL will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the BSNL under Section 20, Sub-Section (2) and Section 21, Sub-Section (4) of the Contract Labour (Regulation and Abolition) Act, 1970, BSNL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the BSNL to the contractor, whether under this agreement or otherwise, BSNL shall not be bound to contest any claim made against it under this agreement or otherwise. The BSNL shall not be bound to contest any claim made against it under Section (2) Sub-section (1) and Section 21, Sub- Section (4) of the said Act, except on the written request of the contractor and upon his giving to the BSNL, full Security for all coats for which BSNL might become liable in contesting such claim.
- 20.2 The contractor shall have a valid labour license under the Contract Labour (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rule, 1971 before the bidding/commencement of the work and continue to have a valid license until the completion of the work.
- 20.3 Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resulting of non-execution of the work.
- 20.4 The contractor shall also abide by provision of the Child Labour (Prohibition and Regulation) Act 1986. Provision of EPF and Misc. Provision Act 1952 in r/o labourer/employees engaged by the contractor for carrying out works in BSNL.

20.5 **Registration with EPF/RPF Commissioner / Labour Commissioner**

Each claim bill of contractors must accompany the:

- (i) List showing the details of the labourers/employees engaged with Bank A/C details.
- (ii) Duration of their engagement.
- (iii) The amount of wages paid to such labourers/employees for the duration in question and **proof of payment to engaged labourers/employees** as per annexure VII.(payment should be made through NEFT/RTGS only and proof of bank transaction to be submitted.
- (iv) Amount of EPF (employer's and employee's contribution), ESI or Medical Insurance contribution for the duration of engagement in question, paid to the EPF/ ESI/ Insurance authorities.
- (v) Copies of authenticated documents of payments of such contribution to EPF authorities of last month and
- (vi) A declaration from the contractor regarding compliance of the conditions of EPF Act, 1952 & other labour terms & welfare measures regarding EPF and ESI payment with proof.
- (vii) The above data should be exclusively for persons employed in BSNL and not as a whole engaged by the agency.
- (viii) The successful bidder shall submit the Labour Licenses certificate .

20.6 Insurance cover of Rigger for **TWO LAKH** from the insurance company will be managed by the approved contractor.

21. FAIR WAGES:-

- 21.1 The contractor shall pay to labours employed by him either directly or through sub-contractor, wages not less than fair wages as defined in the CPVM Contractor's Labourer Regulations or as per the Provisions of the Contract Labourer (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, wherever applicable.
- 21.2 The contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid fair wage to labours indirectly engaged on the work, including any labour engaged by his sub-contractor in connection with the said work as if the labour had been directly employed by him.
- 21.3 In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of this agreement, the contractor shall comply, with or cause to be complied with the Central Public Works Department Contractor's Labour Regulation made by Government from time to time in regard to payment or wages, wage period, deductions from wages, recovery or wages not paid and unauthorized deductions made, maintenance of wage books or wage slips, publication or scale or wages and other terms of employment, inspection and submission of periodical return and all other matters of the like nature or as per the provisions to the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rule, 1971 wherever applicable.
- 21.4 The CGMT, HP Telecom Circle, Shimla or his subordinate officers concerned shall have the right to deduct from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non fulfillment of the conditions of the contract

for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the regulations.

- 21.5 The contractor shall comply with provisions of the payment of wages Act 1936, Minimum Wages Act 1948, Employees' Liability Act 1938, Workmen's Compensation Act 1923, and Industrial Dispute Act 1947. Maternity Benefits Act 1961 and the Contract Labour (Regulation and Abolition) Act 1970 on the modification thereof or any other laws relating thereto and the rules made there under from time to time.
- 21.6 The contractor shall indemnify the BSNL against payments to be made under and for the observance of the laws aforesaid and the CPWD Contractors Labour Regulations without prejudice to his right to claim indemnity from his subcontractors.

22. OTHER LABOUR WELFARE MEASURES:

- 22.1 The contractor shall implement the labour welfare measures enumerated in clause 19C, 19D, 19E, 19F, 19G, 19H, 19L and 19J of the Conditions of Contracts in the PWD-8.
- 22.2 The contractor shall also follow the safety methods enunciated in the CPWD safety code.
- 22.3 The Contractor shall comply with all the provisions of the Minimum Wages Act 1948, Contract Labour (R&A) Act, 1970 and rules framed and other labour laws affecting contract labour that may be brought into force from time to time.

23. LEGAL JURISDICTION- COURT OF JURIDICITION:

- 23.1 Any dispute arising out of the Tender/ Bid document/evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ Tender has been issued.
- 23.2 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 the Contract/ PO has been issued. "This Contract/ PO is subject to jurisdiction of Court at Dharamsala only.

24. INTEREST ON DEFERRED CLAIM:

No interest on any deferred claim of the contractor arising out of this contract shall be payable in any case whatsoever.

25. With out prejudice to any of the rights or remedies under this contract, if the contactor dies, the CGMT on behalf of the BSNL can terminate the contract without compensation to the contractor. However CGMT, at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of the CGMT shall be the final.

26. INDEMENTITIES:

- 26.1 The contractor shall at all times hold BSNL harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions, brought or procured against BSNL,

Tender for Hiring Rigger Services in SSA Dharamshala HP

its officers and employees and forthwith upon demand and without protect or demur to pay to BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which BSNL may now or at any time have relating to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition, the contractor shall reimburse BSNL or pay to BSNL, forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in on sequence of any claim, damages and actions which may be brought against BSNL arising out of or incidental to or in connection with the operation covered by the contractor.

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

SECTION – IV
SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of the contract shall supplement the ‘Instructions to the Bidder’s as contained in Section II & General Conditions of the Contract’ as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
2. Date fixed for opening of bids is, if subsequently, declared as holiday by the BSNL, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. The small-scale industries registered with National Small Scale Industries Corporation (NSIC) under single point registration scheme and desirous of claiming concessions available to such units inclusive of the security should submit documents in respect of their monetary limit and financial capability duly certified by NSIC.
4. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against the earlier contractors entered into with the purchaser.
5. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
6. The purchaser reserves the right to counter offers price(s) against the price(s) quoted by any bidder.
7. Any clarification issued by BSNL in response to queries raised by the prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clause of the bid documents.
8. **Scope of Work/ Technical Specifications:**
The following points will be in the purview of this contract.
Services to be provided by the Riggers:
 - (i) Re-orientation/ change of antennas tilt of all types of antennas (GSM/3G/4G etc).
 - (ii) Re-orientation/ Alignment of Mini Link , Radio Links Antennas.
 - (iii) Replacement of faulty Mini Link Radio Unit.
 - (iv) To attend Mini Link IF cable faults and BTS Feeder Cable faults.
 - (v) To prepare connectors for IF/ Feeder cable.
 - (vi) De-hoisting and hoisting of Mini Link/ BTS antennas.
 - (vii) Attending VSWR faults in BTSs and any other faults on the equipments installed on the Tower.
 - (viii) To attend Metro BTS/2G/3G/4G BTS faults on Tower.
 - (ix) All the tools required for hoisting/ de-hoisting of BTS/ Mini Links antennas like chain pulley, ropes & rigger safety tools etc will be provided by the contractor.
 - (x) Cleanliness of the BTS equipment.
 - (xi) All other tools like spanner set, pliers, cutter, L-Key set, multi-meter, compass, Equipment for measurement of antennae tilt, etc will be supplied by the contractor.

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- (xii) First aid box, safety belts, helmets, shoes and any other safety tools required for working on Towers shall be provided by the contractor.
- (xiii) “The riggers have to be insured by the contractor. The Insurance coverage of the riggers engaged by the Contractor is to be borne by the Contractor, so that, in case of any accident, during the time of work, BSNL will NOT be held responsible. The contractor only will be responsible for any compensation payable by law to the Rigger”.
- (xiv) BSNL will not provide any sort of accommodation and other amenities to the Riggers. Contractor will have to make such arrangement at his own cost.
- (xv) Riggers will normally be placed at the SSA/SDCA Headquarters. But they may be deputed by BSNL from one SSA/ Unit to another anywhere in Himachal Pradesh depending upon work requirement.
- (xvi) Transportation for riggers to sites will be arranged by BSNL wherever feasible. Riggers may be deputed to sites by concerned SDE/ DE In-charge as per work requirement. Actual ordinary class bus fare will be paid on the production of Tickets /HRTC rates and verification by concerned SDE/ DE In-charge along with monthly bill payment.
- (xvii) Riggers may be deputed anywhere in HP depending on work requirement. Hence they have to make their own stay arrangement for night halts during such Tours/ work assignment. BSNL will not provide any lodging and boarding facility. Night-halt charges will be paid by BSNL as per the rates finalized and verification by concerned SDE/ DE In-charge. Night halts will be applicable only when work/site distance is more than 50 Kms from designated headquarter.
- (xviii) The contractor should have telephone, mobile, email and fax facility.
- (xix) The Riggers should be provided mobile phone facility by the contractor. Also contractor has to provide laminated photo identity cards to the Riggers at his own expenses.
- (xx) In addition to services of Riggers on regular basis as per work order, services of riggers may be required on demand basis for few days in a month. For such additional requirements, separate work order will be given by AGM (CM).
- (xxi) The contractor will ensure that the riggers engaged for the work are neatly dressed and behave properly.
- (xxii) The work shall be normally carried out during working hours between 09-00 a.m. to 06-00 p.m. In emergent cases, the services can be availed at any time of normal day/holiday.
- (xxiii) The riggers engaged by the Contractor will have to work in their own risk and responsibility.
- (xxiv) Till satisfactory completion of the job assigned by the concerned officer, the work allotted is to be repeated/re-done by the contractor till all the performance targets are met. Performance targets are threshold values defined by BSNL.
- (xxv) The Contractor has to bear any damage done to BSNL property by the Riggers during work.
- (xxvi) An undertaking of the Rigger that “In case of any accident or any casualty arising out of the work on behalf of (Name of the Contractor), I will have no claim on BSNL on account of**

compensation for injury/risk incurred in course of duty on order of the Contractor.” This undertaking should be countersigned by the Contractor & should be submitted to BSNL prior to commencement of work by any rigger during course of contract.

9. The payment will be made in Indian Rupees only. The payment schedule will be as follows:-
- (i) Full Payment will be made on monthly basis as per agreement against the work order and is further subjected to clause no: 6 of Section-III of bid document.
12. Rigger Services, if found un-suitable will be intimated to the bidder and bidder will have to supply replacement within 7 days.

SECTION-V

SCHEDULE OF REQUIREMENT

Name of the Work: Hiring Rigger Services in Dharamshala SSA

S No	SSA	Number of Riggers	Headquarter
1	Dharamsala	3	1. Dharamshala 2. Palampur (For Dehra & Palampur) 3. Nurpur (For Nurpur and Chamba)

1. Services of Rigger can be used anywhere in Dharamsala SSA comprising of Kangra and Chamba Revenue Districts.
2. Headquarter of any Rigger can be changed.
3. BSNL has right to increase or decrease the number of Riggers as per requirement within the limit prescribed in clause 25 of Section –II.
4. Services of additional Rigger will be availed on actual requirement basis.
5. EPF, ESI/Insurance will also be paid for additional services by the contractor.

SECTION – VI

BIDDER’S PROFILE

General:-

Passport size
Photograph of the
tenderer/Authorize
d Signatory
holding power of
attorney

Bidder’s profile & Questionnaire.

Tenderer / Bidder’s Profile & Questionnaire
(To be filled in and submitted by the bidder)

A) Tenderer’s Profile

1. Name of the Individual/ Firm:

2. Present Correspondence Address

.....
.....
.....

Telephone No. Mobile No.

FAX No.

3. Address of place of Works/

Manufacture

.....
.....

Telephone No. Mobile No/nos..

Valid E-Mail ID of the Bidder:

Alternate E-Mail ID

4. State the Type of Firm:

Sole proprietor-ship/partnership firm /

(Tick the correct choice):

Private limited company.

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

S. No	Name	Father’s Name	Designation
1			
2			
3			

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

.....
.....
.....

7. Permanent Account No. :

Tender for Hiring Rigger Services in SSA Dharamshala HP

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

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

9. Vendor Code: (If already registered with BSNL)

10. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi? If so state its Address

.....
.....

Place.....

Signature of contractor/Authorised Signatory

Date

.....
Name of Contractor

SECTION-VII

FINANCIAL BID (Not to be filled here)

NS-93/XIII/Tender/Rigger/SSA DMA/2019-20/5

Dated at Dharamshala 23/01/2020

NOTE: Rates Offered (Copy of Financial Bid – For View Purpose Only, Bidder has to submit financial bid On line in excel file on URL: <https://eprocure.gov.in/cppp> or [https://etenders.gov.in.](https://etenders.gov.in))

SCHEDULE OF RATES(PRICE SCHEDULE)

1. NAME OF THE WORK :-Hiring Services of Rigger in Dharamshala SSA as per specifications laid down in Tender Document

Part A- Mandatory as per CLC guidelines:- (minimum wages to be paid)

i)	Monthly Charges for Skilled labour(569*26 days) in Rs.	14794
	Rate per day inclusive of VDA	
ii)	EPF contribution @ 13.16% Employer share in Rs.	1976
iii)	ESI contribution @ 4.75 % Employer share in Rs.	703
-	-	TOTAL (i+ii+iii)
		17473

Part B- Quoted rates

Name of the Bidder:			
		(In Figure)	(In Words)
1	Contractor's Service Charges (Per Rigger service Per month) excluding Part-A		
2	Night halt charges per night (if stay is outside designated Head Quarter)		
3	Services of additional Rigger per day		

NOTE:- The Charges shown in Part-A are likely to revise from time to time as per CLC guidelines. However contractor's quoted charges in Part-B shall remains fixed during the period of contract.

DECLARATION:-

Tender for Hiring Rigger Services in SSA Dharamshala HP

1. It is certified that I have read all the terms and conditions of the Tender and all are acceptable to me.
2. In case of variation in rates quoted in figures and words, the rates quoted in words/rigger service will be considered as final
3. Rates are inclusive of all Taxes, levies but excluding GST. GST will be paid extra, if applicable, on actual basis.
4. For bid evaluation purpose, the following quantities of above works will be considered for calculation of total package cost:-
 - i. Numbers of Riggers services (S No-1) = 3 (Three) for 12 months (3*12*(Part A+Part B))
 - ii. Numbers of night halts= 240
 - iii. Services of additional Riggers required approx. in a year = 90 (Ninety) man days
5. Services of additional rigger will be availed as per actual requirement.
6. Bus fare will be paid on actual paid basis subject to production of tickets/verification by JTO/SDE/DET

Section-VIII

PROFORMA OF PERFORMANCE SECURITY DEPOSIT

Performance Security Deposit Exemption Bank Guarantee (on Non Judicial stamp paper of RS.100/-)

1. In Consideration of the Chief General Manager, HP Telecom Circle, BSNL, Block No-9, SDA Complex, Kasumpti, Shimla – 171009 acting through GMTD Dharamsala (hereinafter called “the beneficiary”) having agreed to exempt _____ (Name and address of contractor) _____ (hereinafter called” The said contractor”) from the demand under the terms and conditions of provisional Acceptance/Approval letter No. _____ dated _____ given by the beneficiary to the said contractor, for the Tender No. _____ dated _____ for supply of _____ (hereinafter called “the said tender terms”); of performance security deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said tender terms on production of Bank guarantee for Rs. _____ (in words Rs. _____ only) ; We _____ Name and Address of Bank _____, (hereinafter referred as the “Bank”) at the request of contractor do hereby undertake to pay to the beneficiary an amount not exceeding Rs. _____ (In words _____ only) against any loss or damage caused to or suffered to or would be caused to or suffered by the beneficiary by reason of any breach by the said contractor of any of the terms and conditions contained in the said tender terms.
2. We, _____ Name & Address of Bank _____ do hereby undertake to pay the amount due and payable under this guarantee without any demure, merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the beneficiary by reason of any breach by the said contractor of any of the terms and conditions contained in the said Tender Terms or by reason of the contractor failure to perform as per the said tender terms. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (In words Rs . _____ only).
3. We, _____ Name & Address of Bank _____ undertake to pay to the beneficiary any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court and Tribunal relating thereto out liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and contractor shall have no claim against us for making such payment.
4. We, _____ Name & Address of Bank _____, further agreed that the guarantee herein contained will remain in full force and effect during the period that would be taken for the performance of said tender terms and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said tender terms have been fully paid and its claim satisfied or discharged or till the

Tender for Hiring Rigger Services in SSA Dharamshala HP

beneficiary certified that the terms and conditions of the said tender terms have been fully and properly carried out by the said contractor and accordingly discharges the guarantee. The demand if any for payment under the terms of this contract shall be made by the beneficiary within the said period of _____(date of expiry of warranty) only. The beneficiary may enforce the right pursuant to such demand in any court or Tribunal in accordance of law.

5. We, _____ Name & Address of Bank _____, further agreed with the beneficiary that the beneficiary shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary the terms and conditions of the said tender terms to extend time of performance by the said contractor from time to time or to postpone for any time or time to time any of the powers exercisable by the beneficiary against the said contractor and to forbear or enforce any of the terms and conditions relating to the said contractor of for any forbearance act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said contractor or by the any such matter or thing whatsoever which under the law relating to sureties would but for the provisions have effect of so relieving us.
6. This guarantee shall not be discharged due to the change in the constitution of the bank or of the said contractor.
7. We, _____ Name & Address of Bank _____, lastly under take not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.

Dated _____
Place _____

Signature of Bank with seal

Name of the officer:

Designation:

Contact No:

Email-Id:

SECTION-IX

LETTER OF AUTHORISATION FOR ATTENDING OPENING OF BID

To

The Chairman
TOC

Subject: Authorization for attending bid opening on _____(date) in the Tender of Hiring Services of Rigger.

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

Order of Preference	Name	Specimen Signatures
I.		
II.		

Alternate
Representative

Signatures of bidder
Or

Officer authorized to sign the bid
Documents on behalf of the bidder.

Note:-

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

Tender for Hiring Rigger Services in SSA Dharamshala HP

Section-X
BID FORM

Abridge NIT No:-_NS-93/XIII/Tender/Rigger/SSA DMA/2019-20/3

Dated at Dharamshala: xx/01/2020

To,

The GMTD
Dharamsala.

Dear Sir,

1. Having examined the Tender Document and specific conditions including amendments, the receipt of which is hereby acknowledged, we, undersigned offer to render services for the composite price shown in the schedule of prices attached herewith and made part of this bid, in conformity with the Performa given in section VII and abide by the conditions of the contract.
2. We hereby declare unequivocal and unconditional acceptance of the same.
3. We undertake, if our Bid is accepted, to commence execution of services within 4 weeks and to complete execution of each work order within the date stipulated in the schedule of requirements according to the detailed Work order.
4. If our Bid is accepted, we will obtain the guarantees of a Schedule Bank for a sum not exceeding 10% of the contract sum for due performance of the Contract.
5. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Until a formal Work order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
7. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
8. We understand that you are not bound to accept the lowest or any bid.

The information furnished by us in the Tender Document is correct to the best of our knowledge. We understand that we are liable for penal action if the information furnished by us in the Bid is found false.

Dated this _____ day of ____2020

Name and Signature _____

In capacity of _____

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

Witness _____

Address _____

Signature:

Tender for Hiring Rigger Services in SSA Dharamshala HP

SECTION – XI **DRAFT OF AGREEMENT** **(On Non-Judicial Stamp Paper of Rs. 100/- only)**

1. This agreement made on this -----day of -----2018 between the AGM(CM) O/o the GMTD Dharamshala being represented by GMTD BSNL Dharamshala (hereinafter referred to as “BSNL”) of the one part; and of (Name and address of approved contractor)------(hereinafter referred to as “the contractor”) of the other part.
 2. Whereas the BSNL is desirous that certain services and ancillary services should be provided by the contractor, viz (Brief description of services) supply etc; **Hiring Rigger Services in SSA Dharamshala** and has accepted /approved a Tender submitted by the contractor in response to the BSNL Tender Document reference (NIT No.-----dated-----) for supply of those services at the rates as mentioned in acceptance/ approval letter.
 3. Whereas the contractor has also furnished a Security Money of Rs. _____ Security money to the Department , Rs. Vide DD No. _____ dated _____ and Rs. _____ Already deposited as EMD converted into Security Deposit . Both parties do hereby agree to enter into this agreement with following details:-
 - 3.1 The validity of this agreement is one year only from the date of entering into this agreement i.e. from2020 to 2021.
 9. The rate for Hiring services of Rigger in SSA Dharamshala are given as under:-
 - i) Rs. _____ (Per Rigger /Per Month)
 - ii) Night Halt Charges + Rs. _____ Per Day (If this stay is outside the designated HQ)
 - III) Charges for Hiring Services of additional Rigger = Rs. _____ Per day
- Now this agreement witnessed as follows:
4. In this agreement, words and expressions shall have the same meaning as in the Terms and conditions in the above referred Tender documents.
 5. The following documents shall be deemed to form and be read and constructed as part of this agreement, viz:
 - The NIT, Tender form, the bidders offer and the price schedule submitted (up to the limit it has been accepted in writing by the BSNL in the acceptance letter/Purchase order)and all other Terms and Conditions of this Tender /NIT accepted by the bidder also..
 - The schedule of requirement / list of items and the Technical specifications in the above referred Tender documents.
 - The contractor shall not engage departmental employee for getting the job executed . The department (BSNL) does not undertake any responsibility for providing employment /any other facility to the Riggers engaged by the contractor.
 - The acceptance letter no. _____ / _____ approval letter No. -----dated-----
 6. In consideration of the payment to be made by the BSNL to the contractor as hereinafter mentioned, the contractor hereby covenants with the BSNL to provide the services and to remedy defects therein in conformity in all respects with the provision of the BSNL acceptance letter/ purchase letter and Tender Documents.
 7. The BSNL hereby covenants to pay the contractor in consideration of the provision of the services and the remedying of defects therein the contract price or such other sum as may become payable under the provision of the Tender Documents and acceptance/ purchase letter.
 8. In the witness whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.
 9. Any loss caused to by the Riggers/manpower deployed by the contractor will be made good by the contractor.

Signed, sealed and delivered
By the said (For BSNL)

Signed, sealed and delivered
By the said (For the contractor)

1. WITNESS I.

2. Witness : 2.

Signature
Name & Address

Signature
Name & Address

Tender for Hiring Rigger Services in SSA Dharamshala HP

Section-XII**Check List**

S No	Item	Status	Document attached at sr. no.
Envelop-I (Technical Bid)			
1	Proof of Purchase of Tender Document (Tender Cost)	Yes/ No	
2	Bid Security in the form of DD as per NIT	Yes/ No	
3	Proof of experience as per NIT and Clause 2.1, Section-II	Yes/ No	
4	Power of Attorney in favour of the signatory signing the bid as per clause no: 14, Section-II. It is not required in case of Proprietary firm if the Proprietor himself signs the bid	Yes/ No/NA	
5	Certificate of Incorporation in case of a company	Yes/ No/NA	
6	Memorandum of Association or Proprietorship Deed or Partnership Deed as the case may be	Yes/ No	
7	Bid Form as per Section-X	Yes/ No	
8	Registration Particulars with EPF Commissioner	Yes/ No	
9	Registration Particulars with Central Labour Commissioner	Yes/ No	
10	GST Registration Document	Yes/ No	
11	ESI Registration Document/Affidavit regarding Insurance (Medical & risk cover of employee)	Yes/ No	
12	The Tender Document in original duly signed on each page by the authorized signatory as clause by clause compliance statement.	Yes/ No	
13	Deviation Statement in case of any deviations from the Tender clauses, Terms and Conditions	Yes/ No	
14	Documentary Proof regarding applicable ED, CST, ST and other Levies/ Duties.	Yes/ No	
15	Information about Tenderer as per Section-VI	Yes/ No	
16	Photocopy of PAN and latest Income Tax Return	Yes/ No	
17	Affidavit regarding none of the relatives of Tenderer working in BSNL (As per annex- 1)	Yes/No	
18	Undertaking regarding no alterations made in the downloaded document	Yes/No	
19	All pages of Tender Document duly signed by bidder, self attested copies	Yes/No	
Envelope - II (Financial Bid)			
1	Price Schedule as per Section-VII (Online-submission only)	NA	NA
Any other document			

Tender for Hiring Rigger Services in SSA Dharamshala HP

ANNEXURE – I

CERTIFICATE

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

Signed

For and on behalf of the Contractor
Name (Caps).....
Positions.....
Date.....

REGISTER OF WAGES FOR THE MONTH OF

ANNEXURE-VII

Name and address of contractor _____

Name and address of Establishment in under which contract is carried on _____

Nature and Location of Work _____

Name and address of Principal Employer _____

Wage period: Monthly
From _____ To _____

Sl. No.	Particulars of person employed for services				Wages			Deductions		Net Amount Paid	Signature of Worker	
	Code No.	Name	Father's/Husband's Name	Total Attendance per month	Basic Wages	Overtime	Total	EPF	Other (mention, if any)			Total
1	2	3	4	5	6	7	8	9	10	11	12	13

Signature of Contractor

Signature of Sub Division Engineer

C/S of Divisional Engineer

SCHEDULE OF EPF CONTRIBUTION FOR THE MONTH OF-----

Name and address of the contractor-----

Name and address of Establishment in/under which contract is carried on-----

Establishment Code-----

Sr. No	Particulars of person employed for services			Worker's Share		Employer's Share		NCP Days	Total	Total Payable
	EPF A/C No.	Name	Fathers/Husband Name	Amount of wages	EPF	EPF	Pension			

ECR Challan No:-

TRRN No:-

PF Administrative Charges @ 1.1%	
DLI Contribution @ 0.5%	
DLI Admn. Charges @ 0.01%	
Total Amount Payable to EPF	

Signature of Contractor
Signature of Depositor

Annexure-III

AFFIDAVIT

I-----s/o Sh-----Proprietor of M/s -----
-----do hereby solemnly affirm and declare as under:-

1. That I am the sole proprietor of M/s -----
2. Hereby certify that none of my relative(s) as defined in the tender document above is/are employed in BSNL units as per the details given in the tender document. In case, at any stage, it is found that the information given by me is false/incorrect, BSNL shall have absolute right to take any action as deemed fit without any prior intimation to me.
3. That Labour License will be obtained and submitted within one month of receipt of form-V from the principal employer.
4. That medical insurance and risk cover insurance (2Lakh) of each employee employed as rigger will be submitted within one month of signing the agreement.
5. That my above statement is true.

Verification:-

Verified that the contents stated above are true and correct to the best of my knowledge & belief and nothing has been concealed therein.

Deponent

ANNEXURE-IV

E-tendering Instructions to Bidders

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/cppp> or <https://etenders.gov.in>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 1) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 2) The bidder should make a note of the unique Tender ID assigned to each tender, in case

they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

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- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
