

BID DOCUMENT

Tender for Providing Rigger on monthly Basis (Per Month Basis) for R. F. Optimization and Micro alignment of GSM, WLL & Wi-Max Network and other similar works of Kullu SSA

**O/o TELECOM DISTRICT MANAGER
KULLU**



BHARAT SANCHAR NIGAM LTD.

Section – I
NOTICE INVITING TENDER

NIT No TDM-KLU/Rigger/2014-15/Tender/2

Dated 20.05.2015

Sealed tenders are invited by TDM Kullu on behalf of BSNL for “Providing Rigger on monthly Basis for one year for R. F. Optimization and Micro alignment of GSM, WLL & Wi-Max Network and other similar works of Kullu SSA”. The bid should be valid for all the sites. No partial bidding of the work is permissible.

S.N	Name of Work	Estimated cost in (Rs.)	Bid Security / EMD in (Rs.)	Cost of Tender Document (Rs.)
1.	Tender for Providing Rigger on monthly Basis for one year for R. F. Optimization and Micro alignment of GSM, WLL & Wi-Max Network and other similar works of Kullu SSA	175000.00	4375.00	569/-

1. ELIGIBILITY CONDITIONS :-

- 1.1 Rigger should have experience in optimization & Microwave Alignment . Rigger should have required qualification , experience in the field of rigging services as per rules and regulations in force and an undertaking in this regard is to be submitted by the vendor along with bid .
- 1.2 Rigger should be medically fit for performing the job of rigging & necessary medical checkup of rigger at regular intervals as per rule & regulations in force to be carried out by the vendor and an undertaking in this regard is to be submitted by the vendor along with bid.
- 1.3 The bidder should have experience of providing the rigger services or installation of mini links/Radio links and successfully completed similar works during last seven years ending last day of month previous to one in which the tenders are invited should be either of the following:-
 - (a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost. OR
 - (b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. OR
 - (c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.
- 1.4 The bidder should be registered with Service Tax & EPF authorities.
 - A. Bid document can be purchased by paying cost of bid document in cash or DD drawn in favour of Accounts Officer (Cash) O/o GMTD BSNL Mandi payable at Mandi issued by a Nationalized / Scheduled Bank.
 - B. Bid document can also be down loaded from www.hp.bsnl.co.in BSNL Portal site. The bidder has to deposit cost of bid enclosing a DD drawn in favour of AO (cash) % GMTD Mandi in the technical bid.
 - C. Last date for sale of BID form : 10/06/2015 upto 13:00hrs
 - D. Last date for submission of BID form : 11/06/2015 upto 13:00hrs
 - E. Date of opening of BID : 11/06/2015 at 15:00 hrs

DE (CM)
o/o TDM Kullu

Section – II

Instructions and General Guidelines to Bidder :

DEFINITIONS:

- a.** President of India: The President of India means the President of India and his successors.
- b.** Government of India: The Government or Government of India shall mean the President of India.
- c.** BSNL: BSNL means Bharat Sanchar Nigam Limited [A Govt. of India's Enterprises]
 Chief General Manager
 Principal General Manager
 Senior General Manager
 Deputy General Manager/Area Manager/Director/Telecom Distt. Manager
 Assistant General Manager
 Sub Divisional Engineer
 Junior Telecom Officer
 Chief Accounts Officer
 Accounts officer
 Assistant Accounts Officer
 Junior Accounts Officer
 Including other officers in the BSNL, whatever designations assigned to them from time to time, who may be the In-charge of direction, supervision, testing, acceptance and maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean the BSNL under the Ministry of Communications, Government of India.
- d.** The Head of SSA TDM Kullu .
- e.** The jurisdiction of (TDM Kullu): The jurisdiction of TDM Kullu means Kullu SSA.
- f.** Representative of TDM Kullu : Representative of TDM Kullu means Officer and staff for the time being in "Kullu SSA" deputed by the TDM Kullu for inspecting or supervising the work or testing etc.
- g.** Engineer-in-charge: The Engineer-in-charge means the Engineering Officer nominated by the BSNL to supervise the work, under the contract. (Minimum DE level officer)
- h.** Site Engineer: Site Engineer shall mean a SDE/JTO of the BSNL who may be placed by the TDM Kullu as In-charge of the work at site at any particular period of time.
- i.** A/T Officer: An officer authorized by TDM Kullu to conduct A/T
- J.** A/T Unit : A/T Unit shall mean Acceptance and testing unit of the BSNL.
- k.** Contract: The term contract means, the documents forming the tender and acceptance thereof and the format agreement executed between the competent authority on behalf of the Bharat Sanchar Nigam Limited [A Govt. of India Enterprises] and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time, by the engineer in-charge, and all these

documents taken together shall be deemed to form one contract and shall be complementary to one another.

- l.** Contractor/ Vendor: The contractor/Vendor shall mean the individual, firm or company, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- m.** Work: The expression "works" shall unless there be something either in the subject or context repugnant to such construction be construct and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original altered, substituted or additional.
- n.** Schedule: Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the standard schedule of rates mentioned in the document.
- o.** Site: The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which, the work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- p.** Normal time or stipulated time: Normal time or stipulated time means time specified in the work order to complete the work.
- q.** Extension of Time: Extension of Time means the time granted by the BSNL to complete the work beyond the normal time or stipulated time.
- r.** Date of Commencement of Work: Date of Commencement of Work means the date of actual commencement of work or 7th day from the date of issue of work order, whichever is earlier.
- s.** Due date of completion: Due date of completion shall be the date by which the work shall be completed at site including clearance of site.
- t.** Duration of completion of work: The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.
- u.** Expected risk: Expected risks are risks due to war. (Whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection,. Military or usurped power, any acts of Government damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which, the contractor has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the BSNL of the part of the work, in respect of which a certificate of completion has been issued.

1. Submission of Bid.

- 1.1 The Bid is to be submitted in wax sealed envelope or sealed with adhesive tape as per details given below:
- 1.2 The **1st Envelope** is marked with **"Technical Bid"** and contains the following items:
 - (i) Cost of tender document and bid security as per NIT .
 - (ii) Complete bid document duly signed, except Section-VI i.e. financial bid.
 - (iii) Clause by clause compliance of the bid conditions in prescribed format for the clauses, defined in various Sections of the bid document – duly signed by bidder Or his/her authorized representative.

- (iv) Self Attested Copies of Partnership deed, in case of partnership firm.
 - (v) Original power of attorney in case person other than the Bidder signs the Bid document.
 - (vi) Certificate regarding non employment of near relative in BSNL as per Section VIII
 - (vii) An Undertaking that all the documents submitted along with the bids per eligibility clause no 4.
- 1.3 The **2nd Envelope** marked with **“Financial Bid”** and containing the “Financial bid” .
 - 1.4 Both envelopes with clear marking of , **‘Technical Bid’ and ‘Financial Bid’** are to be placed inside an ‘Outer Envelope’ and properly sealed (sealed with WAX or with adhesive tape). *The Bids received in covers not properly sealed (sealed with WAX or with adhesive tape) shall not be opened or considered.*
 - 1.5 The Outer Envelope should bear the following:-
“Tender for Providing Rigger on monthly Basis (Per Month Basis) for R. F. Optimization and Micro alignment of GSM, WLL & Wi-Max Network And other similar works of Kullu SSA ”
 - 1.6 The full name and address of the Bidder should be written on the bottom left corner of each of the envelope i.e., Technical Bid, Financial Bid and Outer Envelope.
 - 1.7 Bids are to be dropped in the tender box in the chamber of DE(CM) o/o TDM Kullu .
 - 1.8 Bids shall also be accepted through registered post sent to DE(CM) O/o TDM Kullu , if received on or before scheduled date & time. For any delay in receipt of bids up to scheduled time & date by the designated authority, BSNL shall not be responsible and bids shall not be opened under any circumstances. Decision of Tender Opening Committee in this regard shall be final.
 - 1.9 The Bidder or his authorized signatory should certify and affix his signature and firm’s seal on each & every page of the Bid Document on the place specified and returns it in original along with his offer, as a token of his acceptance of each of the condition specified in the Bid document.
 - 1.10 In case of any deviation / change in originally submitted bid document, post facto offer submitted shall be liable for rejection.
- 2.0 **Earnest Money Deposit (EMD) :**
 - 2.1 Earnest Money shall be paid as mentioned in NIT.
 - 2.2 EMD shall be paid in the form of Bank Draft from any Schedule Bank payable at Mandi, in favour of Accounts Officer (Cash) O/o GMTD Mandi . No interest shall be allowed on the EMD to the Bidder.
 - 2.3 The EMD of Unsuccessful Bidder will be refunded within reasonable time after finalization of the Bid
 - 2.4 The EMD of successful Bidder may be adjusted towards security deposit for the due fulfillments of the contract **but shall be forfeited if the Bidder fails to sign the agreement.**

3. BID PRICE:

- 3.1 The bidder shall give the total composite price inclusive of all levies and taxes (except service tax, in case made applicable, which will be paid extra by BSNL).The offer shall be firm in Indian Rupees.
- 3.2 Price shall be quoted by the bidder in financial bid as rate per Month as per the schedule of rates given in section-VI .
- 3.3 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 3.4 Discount, if any, offered by the bidders shall not be considered unless they are Specifically indicated in the financial bid. Bidders desiring to offer discount shall modify their offer suitably while quoting and shall quote clearly net price taking all such factors like discount, free supply etc. into account.

4 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY CONDITIONS :-

- 4.1 The bidder should submit the Bid Security for the bid, **Rs 4375/-** in the shape of Demand Draft, drawn in favour of AO (Cash) O/o GMTD BSNL Mandi. The cost of tender document in the form of DD in favour of AO(Cash) O/o GMTD Mandi in case of downloaded tender document. Cash receipt if document purchased from this office.
- 4.2 Rigger should have experience in optimization & Microwave Alignment . Rigger should have required qualification , experience in the field of rigging services as per rules and regulations in force & an undertaking in this regard is to be submitted by the vendor along with bid .
- 4.3 Proprietorship or Partnership deed as the case may be.
- 4.4 The tender document in original duly filled in and signed by the tenderer or his authorized representative along with seal on each page. All correction and overwriting must be initialed with date by the tendered 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
- 4.5 Rigger should be medically fit for performing the job of rigging & necessary medical checkup of rigger at regular intervals as per rule & regulations in force to be carried out by the vendor and an undertaking in this regard is to be submitted by the vendor along with bid.
- 4.6 The bidder should have an experience as per eligibility conditions clause of the NIT.
- 4.7 Copy of Service Tax Registration , EPF registration & PAN no. duly attested.
- 4.8 An undertaking to be submitted by the bidder about the genuineness and correctness of all documents and certificates submitted along with the bid .

5. Security Deposit (SD):

- 5.1 The successful tenderer has to deposit 10% of approved cost of tender as SD Through DD/BG in favor of A.O. (Cash) BSNL O/o GMTD Mandi including EMD submitted during Tender. EMD will be converted into security deposit .
- 5.2 The SD will be deposited for 18 months.

5.3 Security amount deposited in this office for any other Bid will not be adjusted against this Bid. Amount of security deposit shall be refunded after six months of the successful completion of the contract and subject to full and final settlement of the bill for the services.

5.4 No interest shall be payable on the security deposit or any amount payable to the contractor under the contract.

6. SUBMISSION OF BIDS:

6.1 Tenders should be dropped in the tender box placed in the chamber of DE(CM) o/o TDM Kullu before the closing (date & time) of tender, as mentioned in NIT. The tenderer is to ensure delivery of the bids at the correct address. BSNL shall not be held responsible for delivery of bid to the wrong address. The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented in person after the sealing of box will not be received by the TDM Kullu or by any of the subordinates or will not be allowed to be deposited in the tender box.

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

7. LATE BIDS:

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

8. MODIFICATION & WITHDRAWAL OF BID:

8.1 The bidder may modify or withdraw his bid after submission and before opening, provided that the intimation is deposited by the bidder in a properly sealed envelope (with Wax/Packing PVC tape) in the tender box, before the scheduled time & date for closing of tender.

8.2 No bid shall be modified subsequent to the deadline for submission of bids.

9. BID OPENING AND EVALUATION :

9.1 OPENING OF THE BID BY BSNL:

9.1.1 BSNL shall open the bids in the presence of bidders or his authorized representatives who choose to attend, at 15.00 Hrs on due date. The bidder's representatives . The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening.

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

9.1.3 The financial bid shall be opened in the following manner:

9.1.4 The envelope marked "**Financial Bid**" will be opened only for qualified tender in "**Technical bid**"

9.1.5 After opening the "Financial Bid" the bidder's name, bid price, modifications, bid withdrawals and such other details as BSNL, at its discretion, may consider appropriate; will be announced at the opening.

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

10. CLARIFICATION OF BIDS BY BSNL:

To assist in examination, evaluation and comparison of bids, BSNL may, at its discretion, ask the bidder for clarification of its bid. The request for its clarification and its response shall be in writing. However, any bidder may ask any clarification at least seven days before the opening of tender. No post bid clarification at the initiative of the bidder shall be entertained.

11. PRELIMINARY EVALUATION:

- 11.1 BSNL 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.
- 11.2 If there is discrepancy between words and figures, the amount in words shall prevail. If the Contractor does not accept the correction of the errors, his bid shall be rejected.
- 11.3 Prior to the detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bid document without deviation. BSNL's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidences.
- 11.4 A bid, determined as sub sequentially non responsive will be rejected by BSNL and shall not subsequent to the bid opening to make responsive by the bidders by correction of the non-conformity.
- 11.5 BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.

12. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BID:

- 12.1 BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 10.
- 12.2 The evaluation and comparison of responsive bids shall be on the rates offered and indicated in the bid documents.

13. CONTACTING BSNL:

- 13.1 Subject to clause 9.0, no bidder shall try to influence BSNL on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.
- 13.2 Any effort by the bidder to modify his bid or influence BSNL in bid evaluation, bid comparison or the contract award decision shall result in the rejection of the bid.

14. AWARD OF CONTRACT:

- 14.1 BSNL shall consider award of contract only to those eligible bidders whose offer have been found technically, commercially and financially acceptable.
- 14.2 The terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between BSNL and the contractor.

15. BSNL RIGHT TO VARY QUANTUM OF WORK:

BSNL, at the time of award of work under the contract, reserves the right to decrease or increase the work up to 25% of the total quantum of work specified in the schedule of requirement without any change in the rates or other terms and conditions.

16. BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

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

17. Scope of Work:

- 17.1 The successful bidder would be required to provide trained Rigger (One no.) as per requirement to the designated officer as per demand.
- 17.2 Award of work may be done by SSAs/or any authorized representative of BSNL as decided by **TDM Kullu** after successful execution of Agreement and depositing due security amount/performance bank guarantee.
- 17.3 The Rigger shall have to execute the work of RF optimization and Micro alignment of GSM/WLL/Wi-Max network and other similar works of Kullu SSA by means of tilting antennas located at different heights of towers, cleaning connectors, replacing jumpers, replacing feeder cable/RF cables etc as per direction of officer in charge of the work in the jurisdiction of Kullu SSA .
- 17.4 The contact details of designated persons shall be required to be submitted at the time of agreement so as to enable BSNL to place demand through SMS/FAX/Telephone.
- 17.5 The personnel deployed should be sufficiently trained/ qualified to handle assigned jobs up to desired standards. Cost of training towards handling of jobs shall be responsibility of bidder.
- 17.6 Scope of the work is further elaborated in Section-III of the bid conditions.

18. Letter of Intent:

- 18.1 The successful Bidder shall be issued letter of intent (LOI). The bidder shall have to give his unconditional acceptance within 15 days of issue of LOI along with Security deposit as per Bid conditions.
- 18.2 After submission of above documents, BSNL will enter in to contract agreement with the Bidder (as per section -V).
- 18.3 If he fails to comply all provisions of LOI or APO within 15 days as per above-mentioned guidelines, BSNL shall reject his bid and shall be entitled to forfeit his EMD money.

19. Rejection of Bids:

- 19.1 TDM Kullu reserves the rights to accept or reject any Bid in full or part without assigning any reason.
- 19.2 Incomplete / Conditional Bids and Bids without EMD shall be rejected.
- 19.3 Any Bid / offer not submitted, as required in the bid document, are liable to be rejected.
- 19.4 The Bidder should certify and affix his signature and firm's seal on each & every page of the Bid document on the place specified and returns it in original

along with his offer, as a token of his acceptance of each of the condition specified in the Bid document. Unsigned Bids shall not be accepted.

19.5 Tampered Bid documents are liable to be rejected.

20. Validity

20.1 The offer of Bidder shall remain valid for acceptance up to a period of 150 days from the date of opening of Bid (opening date inclusive).

20.2 The approved rate shall remain valid for a period of **one year**, from the date of signing of agreement. However BSNL may extend it further for a period of maximum one year or part thereof on same terms and conditions with mutual consent. The Security Deposit as required in clause 4 shall also be extended by the bidder for the period for which agreement/contract period is extended.

20.3 If the performance of the bidder is not satisfactory then the agreement can be terminated by BSNL at any time after giving one month's notice.

21 Payments

21.1 The contractor should submit bills in duplicate .The checklist as detailed vide clause no.21.2 duly verified by SDE(CM-NW) Kullu and further c/s by DE concerned . Full Payment will be made on monthly basis on submission of bill/claim by way of account payees cheque as per agreement against the work order. The monthly bill/claim will be submitted by the contractor along with following supporting documents to the DE (CM) O/o TDM Kullu.

(a) A Certificate from the SDE or controlling officer concerned regarding attendance/ hours for which work done against work order along with satisfactory services duly counter signed by the DE concerned.

(b) Documents regarding payment of EPF, ESI and Service tax etc. payable by the contractor as per his statutory Obligations if applicable .

(c) Payment to the rigger will be made by the bidder by A/C Payee cheque/Cash in presence of DE(CM) .

(d) Service tax no. and PAN no should be printed on the bill.

(e) The bill should be submitted by 10th of every month. No claim will be entertained if bill received after three months of completion of work.

(f) The contractor should fulfill/comply with the terms and conditions of the provisions of EPF & Misc. Provisions Act.1952 and Employees Provident Fund Scheme 1952 in r/o labourers/employees engaged by him for performing the works of BSNL.

(g) Payments shall be released only after approval of SSA Head.

21.2 Checklist Points (To be endorsed on the bill) :

Contract No.....dated.... Bill No. dated

(i) Work has been done satisfactory as per contract bearing Number..... date.....

And further w/o Number.....date for the period

Provision exist in Estimate no.....

- (ii) Rate approved/accepted as per ANXof agreement
- (iii) All documents have been attached as required as per contract.
- (iv) No complaints received from labours .
- (v) Nothing is due from contractor .
- (vi) No damages done by the contractor during performance of duty.
- (vii) No substandard work has been done.
- (viii) No penalty is applicable as per contract.

21.2 **Penalty:** In case of non execution or delayed execution or partial execution of any or all assigned works, penalties shall be imposed as per details given in Section III of bid document.

22 **Turnaround Time for deployment of Rigger**

- 22.1 BSNL reserves the right to increase or decrease any number of sites included in the bid as per its operational requirement (as per clause 14).
- 22.2 In case of addition of new BTS or urgency of work bidder has to deploy more than one Rigger in the same rate and terms & condition.

23 **Rescission/Termination of contract**

23.1 **Circumstances for rescission of contract:** Under the following conditions the competent authority may rescind the contract:

- a) If the contractor commits breach of any items of terms and conditions of the contract.
- b) If the contractor suspends or abandons providing Rigger as per requirement of BSNL or engineer in-charge of the work comes to conclusion that the Rigger provided is not capable to execute or failed to complete the work assigned.

23.2 Upon rescission of the contract, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of BSNL as under:

23.3 **Termination for Insolvency:**

23.3.1 BSNL 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 will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to BSNL.

2 2.4 **Optional Termination by BSNL (Other than due default of the Contractor):**

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

22.4.2 In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work/operations concerned to BSNL or as BSNL may direct.

22.5 **Issuance of Notice:**

22.5.1 The DE in-charge of work shall issue **show cause notice** giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective

action within the stipulated time frame, the DE in –charge shall submit a draft of final notice along with a detailed report to the authority who had accepted the contract.

- 22.5.2 The **final notice for rescission of contract** to the contractor shall expressly State the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing the final notice.
- (a) During the period of service of notice and its effectiveness, the contractor should not be allowed to remove from the site any material/equipment belonging to BSNL.
 - (b) The contractor shall give in writing the tools and plants he would like to take away/remove from the site. Such of the materials as belong to him and which may not be required for future execution of balance work may be allowed by the DE in-charge of work to be removed with proper records.
 - (c) No new construction beneficial to the contractor shall be allowed.

23. INDEMNITIES:

- 23.1 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, 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 relative 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 consequence 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.
- 23.2 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.

24. FORCE MAJEURE:

- 24.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party 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 nonperformance and work under the contract shall be resumed

as soon as practicable after such event may come to an end or cease to exist, and the decision of BSNL as to whether the work have been so resumed or not shall be final and conclusive ,provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

24.2 Provided also that if the contract is terminated under this clause, BSNL shall be at liberty to take over from the contractor at a price to be fixed by BSNL, which shall be final, all unused, undamaged and acceptable materials bought out components and stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as BSNL may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of BSNL elect to retain.

25. **ARBITRATION:**

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

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

25.3 The venue of the arbitration proceeding shall be the office of the Chief General Manager, Himachal Pradesh or such places as the arbitrator may decide. The following procedure shall be followed:

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

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

- 25.3.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- 25.3.4 The onus of establishing his claims will be left to the contractor.
- 25.3.5 Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
- 25.3.6 The “points of defense” will be based on actual conditions of the contract.
- 25.3.7 Claims in the nature of ex-gratia payment shall not be entertained by the Arbitrator as these are not contractual.
- 25.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of “points of defense”.
- 25.3.9 If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.
The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.
- 26 **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 BSNL or any other person or persons contracting through BSNL and set off the same against any claim of BSNL such other person or persons for payment of a sum of money arising out of this contract made by the Contractor with BSNL or such other person or persons contracting through BSNL.
27. **Liability for Labour and / or personnel’s engaged by the contractor:**
- 27.1 All labour and / or personnel employed by the contractors shall be engaged by them as their own employees/workman in all respect implied or expressed.
- 27.2 The responsibility to comply with the provisions of various Labour Laws of the country such as Workmen’s Compensation Act 1923, Employees Provident Fund Act 1952, Maternity benefit Act 1961, Contract Labour (regulation & Abolition) Act 1970, The Minimum Wages Act 1948, Payment of Gratuity Act 1972, Equal Remuneration Act 1976 or any other applicable Act, to the extend & act modified on the date of liability & applicability to their establishment /works / workmen will be that of the contractors. Contractor should comply these acts scrupously . In the event of violation or default to do so, it may lead to :-
- a. Termination of the contract.
 - b. Recovery of outstanding shall be made from the security of any payment.
- 27.3 BSNL shall be fully indemnified by the contractors against all payments, claims and liabilities whatsoever incidental or direct, arising out of or for compliance with or enforcement of the provisions of the above said Acts or similar other Enactments of the country as they are at present or as they would stand modified from time to time to be extent they are applicable to the establishments/works in BSNL.
- 27.4 The DE concerned shall have the right to deduct from any 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 reason of non fulfillment of the conditions of the contract for the benefit or believed to be for the benefit of the workers, non payment of wages or of deductions made from his or their wages, etc. which are not authorized or justified by the terms of the contract or non observance of the rules , Regulations and or Acts or by way of fulfillment of any

obligations on the part of contractors for strict observance of the provisions of the aforesaid Laws.

28. The successful tenderer will obtain EPF Registration from the EPF authorities and submit before entering into agreement with BSNL if not submitted earlier .

28.1 As per BSNL Corporate office letter No. 500-85/2004-CA II/BSNL dated at 08.11.2004, the contractor is required to submit proof regarding contribution deposited with EPF authorities as per rule on regular basis. The contractor is also required to furnish the details like 1). List showing details of labours / employees engaged 2). Duration of their engagement 3). The amount of wages paid to such labours / employees for the duration in question 4). Amount of EPF contribution (both Employees & Employer's contribution) for the duration of engagement in question paid to the EPF authorities 5). Copies of authenticated documents of payment of such contribution to EPF authorities 6) A declaration from the contractor regarding compliance of the conditions of EPF act 1952.

29. COMPLIANCE WITH LAWS AND REGULATION:

During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by BSNL agency or BSNL, municipal board, BSNL of other regulatory or Authorized body or persons and shall provide all certificates of compliance there with as may be required by such applicable law. By-laws, Rules, Regulations, orders and / or provisions. The contractor shall assume full responsibility for the payment of all contributions and payroll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or sub-contractor to share any portion of the work to be performed hereunder may be assigned, sub leased or subcontracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold BSNL harmless and indemnified from and against any / all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws Rules, Regulations, Laws and other and provisions as aforesaid.

30. Tools & Plants:

The contractor shall provide at his own cost all tools, plants appliances implements etc. required for proper execution of works. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, counting, weighing and assisting the measurements for examination at any time and from time to time. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses shall be deducted from any money due to the contractor under this contract or otherwise.

31. Insurance:

Insurance cover of rigger for minimum of TWO LAKH from the insurance company will be managed by the approved contractor.

“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”.

32. Labour License / Registration:

The contractor shall obtain a valid labour license / registration (as the case may be) under the Contract Labour Act 1970 and the contract Labour (regulation & Abolition) Central Rules 1971 before commencement of the work and valid till the work completion. The valid labour license / registration are to be obtained & submitted within 30 days of Agreement & before the issue of work order. Any failure to fulfill the requirement shall attract the penal provisions of the contract arising out of the result of non-execution of work.

Section-III

SPECIAL CONDITIONS FOR THE TENDERER

(A) Scope of the work and special condition for the tenderer for providing rigger :

- A.1 The Tenderer shall be solely responsible for the safety of the rigger supplied by them. As the rigger is needed to work at elevated locations, on towers, on poles fitted at the terraces of buildings, and needs to handle heavy material like dish antennae, GSM antennae etc., all necessary precautions like safety belts, ropes, ties etc. must be provided by the Tenderer to the rigger. Any type of insurance if necessary by the law, will be the sole responsibility of the bidder
- A.2 If due to negligence of rigger, or due to lack of safety measures or any other reason, if any material handled by the rigger falls down from the tower or pole the Tenderer shall be liable for full compensation of the material to BSNL. If some person gets injured due to such an event, the Tenderer shall be liable to face the consequences of any sort. Either legal or monetary or any other problems arising due to such an incidence.
- A.3 If the rigger is called by the BSNL, and he reaches the site but does not carry out any work due to absence of tools, safety belt or any other reason pertaining to his liability, that day shall not be paid. and penalty may be imposed as per penalty clause.
- A.4 Tenderer has to provide the Rigger for whole the month.
- A.5 Rigger provided by the tenderer has to report the officer in charge of the work at 09:30 AM .
- A.6 Local conveyance in the jurisdiction of Kullu SSA to the Rigger for the site to be attended will be provided by BSNL when Departmental vehicle is available otherwise bus fare is applicable when departmental vehicle is not available .

- A.7 Rigger should be medically fit for performing the job of rigging & necessary medical checkup of Rigger at regular intervals as per rules and regulations in force is to be carried out by the vendor.
- A.8 The Rigger shall have to execute the work of RF optimization and Micro alignment of GSM/WLL/Wi-Max network and other similar works of Kullu SSA by means of tilting antennas located at different heights of towers, cleaning connectors, replacing jumpers, replacing feeder cable/RF cables and all other works related to Rigger as per direction of officer in charge of the work in the jurisdiction of Kullu SSA.
- A.9 All consumables required for RF optimization and Micro alignment of GSM/WLL/Wi-Max network will be supplied by the BSNL.
- A.10 Rigger has to execute the work related to aviation light as per direction of officer in charge of the work

1. PENALTY CLAUSE:

- 1.1 If the Rigger do not turn up at the reporting time i.e. 9:30 AM , penalty shall be imposed at the rate of Rs. 50/- per hour delay for only two hours there after Rigger will not be assigned any work and marked absent for the day. However in case of urgency of work BSNL may assign the work to Rigger with a penalty as described above.
- 1.2 If the Rigger do 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.
- 1.3 Maximum amount of penalty imposed as per clause 1.1 & 1.2 shall be 10% of the monthly bill of the contractor/vendor.

- 2. **PAYMENTS:** As per details given in clause no. 20 of section II of Bid document.

3. BIDDING PROCESS & ITS EVALUATION:

- 3.1 There will be two stage biddings. Technical bids shall be opened first and bidders who are found eligible in technical bid evaluation shall be considered for opening of their financial bids. The financial bid is opened later. The date and time for opening of financial bid (if opened on a different date) shall be communicated to all those bidders who are found eligible in technical bid evaluation.
- 3.2 Selection of the bidder shall be done based on their price ranking arrived in financial evaluation of the bid.

4. AWARD OF WORK

- 4.1 Work shall be awarded to successful bidder after signing of agreement and depositing of performance security amount, as indicated in LOI. The award of work shall be done broadly as per details below,
- 5. **Damage/Loss of Property:-**If damage/loss of any equipment or installations at the premise of BTS site is done by contractor's representative due to improper handling or negligence, the cost towards recovery of the said equipment/installations & loss of revenue (if any), due to non-operation of damaged/lost equipment/installations shall be borne by the contractor.
- 6. The Contractor shall not engage any BSNL employee (Regular/Casual) for getting his job executed. If at any stage it is found doing so, then the TDM Kullu

- has the right to impose any suitable penalty even to the extent of termination of the contract leading to the forfeiture of security money.
7. The Tenderer shall be solely responsible for the safety of the rigger supplied by them. As the rigger is needed to work at elevated locations, on towers, on poles fitted at the terraces of buildings, and needs to handle heavy material like dish antennae, GSM antennae etc., all necessary precautions like safety belts, ropes, ties etc. must be provided by the Tenderer to the rigger. Any type of insurance if necessary by the law, will be the sole responsibility of the bidder.
 8. If due to negligence of rigger, or due to lack of safety measures or any other reason, if any heavy material handled by the rigger falls down from the tower or pole the Tenderer shall be liable for full compensation of the material to BSNL. If some person gets injured due to such an event, the Tenderer shall be liable to face the consequences of any sort. Either legal or monetary or any other problems arising due to such an incidence.
 9. **Labour Welfare & Compensations:**
 - 9.1 Contractor shall be responsible for all the claims of the Rigger engaged by him including their registrations with nearest labour office (if required as per law) and insurance in accordance with norms of Government of India in this regard. BSNL shall not be responsible for any claims on this matter during and after contract period.
 - 9.2 Contractor shall be solely responsible for following all provisions of labour laws and compensation in this regard if any due to not following of certain provisions of the labour laws, shall be paid by the contractor. BSNL shall not be responsible in this regard.
 - 9.3 Any failure to fulfill the requirement shall attract the penal provisions of this contract arising out of the resultant non execution of the work.
 - 9.4 No labour below the age of eighteen years shall be employed on the work.
 - 9.5 **EPF PROVISIONS**

The agency has to comply with the provisions of EPF and miscellaneous provisions ACT 1952 and employees provident fund scheme – 1952 as amended up to dated in respect of labours / employees engaged by them for this work. Any consequence arising due to non complying of provisions as specified above shall be the sole responsibility of the firm only.
 10. **Other labourer's welfare measures:**
 - 10.1 The contractor shall implement the labour welfare measures enunciated in clause 19B, 19C, 19E, 19G, 19H, 19L and 19J of the conditions contract in the PW 8.
 - 10.2 The contractor shall also follow the safety methods enunciated in the CPWD safety code.
 - 10.3 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.
 - 10.4 Even during the arbitration, the work can not be stayed because it pertains to the essential public utility service. The department reserves the right to get the work completed either departmentally or through any other contractor at the risk and cost of contractor.

10.5 If the contractor refuses for executing any specified work, the department reserves the right to get the work done by other agencies even at higher rates and the difference of the cost will also be deducted from the contractors pending bills or security money as the case may be.

11. PARTICIPATION OF NEAR RELATIVES OF THE B.S.N.L. EMPLOYEES IN THE TENDER

It has been decided that the near relatives of all B.S.N.L. Employees either directly recruited or on deputation are prohibited from participation in tenders for execution of works in the different units of BSNL. The detailed guidelines in this regard are given in the following paragraphs.

- i) The near relatives for this purpose are defined as:
 - a) Members of a Hindu Undivided Family.
 - b) Husband and wife.
 - c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s) & Brother's wife, Sister(s) & Sister's husband (Brother-in-law).
- ii) As per Government of India's CCS Conduct rule 4 no Government servant shall in the discharge of his official duties deal with any matter or sanction any contract to any company or for any other person if any member of his family is employed in that company or firm or under that person or if he or any member of his family is interested in such matter or contract in any other manner and the Govt. Servant shall refer every such matter or contract to his official superior. This clause is applicable to all B.S.N.L. employees and in view of this as soon as any BSNL employee becomes aware of the above aspect, he must intimate this to the prescribed authority. For non executive employees this authority is SSA Head/Circle Head/Chief Engineer/Chief Archt./ Corporate office under whom he is posted. For executive employees (at present some of them are called as Gazetted Officers) the prescribed authority for this purpose is Circle Head /Chief Engineer/Chief Archt. / Corporate office under whom he is posted.
- iii) The Company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is (are) posted. The unit is defined as SSA/Circle/Chief Engineer/Chief Archt./Corporate office for executive employees (including those called as Gazetted Officers at present). Therefore, it has been decided by the competent authority that a clause must be added in the tender and other related documents that the tenderer should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for tender/work. In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company. Any breach of these conditions by the company or firm or any other person, the tender work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed and BSNL will, not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

Section-IV

PROFILE OF THE BIDDER

1. Full Name of the Bidder :
2. Address:
3. Telephone numbers:
Office
FAX
Mobile
4. Firm, whether Proprietary / Partnership /
Private Limited / Public Limited
5. Registration of Firm Particulars
6. Income Tax Account no.
7. Copy of latest income tax
return to be enclosed
8. Experience in related field
(Please enclose experience Certificate)
9. Bank Particulars
Full account number
Bank code & IFSC code
Station
Date (Signature & seal of Bidder)
Name of Bidder
Address

BID FORM**Name of SSA: Kullu****Tender No.** _____**Date:** _____

To

**The TDM
Kullu**

Dear Sir,

Having examined the terms & conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we, undersigned, offer to take up the work of providing Rigger on Monthly Basis (Per Month Basis) for R. F. Optimization and Micro alignment of GSM, WLL & Wi-Max Network and other similar works of Kullu SSA , in conformity with the said conditions of contract and specifications for the rate mentioned in financial bid.

We undertake, if our Bid is accepted to conduct the said work as specified in the contract within time schedule prescribed in the tender, from the date of issue of your confirmed work order. If our bid is accepted, we will obtain the guarantees of a scheduled bank in a sum equal to 10% of the contract sum for the due performance of the contract.

We agree to abide by this bid for a period of 150 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal work order of contract is awarded and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

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

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

Dated this day of 2014

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address Signature

FORMAT OF LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending bid opening on _____ (date)

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

Order of Preference Name Specimen Signatures

Alternate

Representative Signatures of bidder

or

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

No. 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it

is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

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

Section-V

AGREEMENT

This agreement made on the _____ day of _____ between BSNL, a Company registered under the Companies Act, 1956 and having its Registered Office at 148-B, Statesman House, Barakhamba Road, New Delhi-110001, through its Office in Himachal Pradesh Telecom Circle O/o TDM Kullu H.P. , hereinafter called (which expression shall unless repugnant to the context and meaning shall deem to mean and include its successors and assigns) of the one party

And

M/s _____, a Company registered under the Companies Act / a Partnership firm constituted having its place of business/ Registered Office at

Herein referred to as “Providing Rigger on Monthly Basis for R. F. Optimization and Micro alignment of GSM, WLL & Wi-Max Network and other similar works of Kullu SSA Contractor” (which expression shall unless repugnant to the context or meaning thereof shall deem to mean and include its/his/her/their respective heirs, executors, administrators and successors/ the partner(s) for the time being of the said firm, the survivor(s) of them and the executors, administrators and successors of the surviving partners as the case may be) of the other party.

WHEREAS

BSNL is inter-alia engaged in the business of providing cellular mobile telephone services in the service area all over the country (except jurisdiction of MTNL) as provided in the license issued to it by the Department of Telecommunications, Govt. of India.

For providing Rigger, Kullu SSA requires specialized services of agencies, which can carry out the above functions. For providing Rigger on Monthly Basis Contractor has represented to BSNL that it has the requisite skills, knowledge, experience, expertise, infrastructure and capability to act as a rigger provider for RF optimization and Micro wave alignment Contractor and that it has trained and experienced persons have requisite skills, knowledge to perform the functions in accordance with the terms of this agreement. After evaluation of the agency on the basis of their presentation and negotiation further and the financial bid submitted by them under sealed tender and further negotiations. BSNL has agreed to accept the offer of the rigger provider for RF optimization and Micro wave alignment Contractor on the terms and conditions contained in this agreement.

The parties hereto agreed to record the terms and conditions as follows:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. APPOINTMENT AND SCOPE OF WORK:

Whereas the contractor has made the offer to duly perform the work under this contract of the Providing Rigger for R. F. Optimization and Micro alignment of GSM, WLL & Wi- Max Network and other similar works of Kullu SSA. After making himself aware and understanding fully the implications of the terms

and conditions and specifications in the contract and related documents. **The NIT, Tender document, Letter of Intent & any subsequent direction** given by BSNL to Rigger providing Contractor shall form integral part of this agreement.

BSNL has agreed to appoint the Rigger provider Contractor on contract basis. Rigger providing Contractor have agreed to act as such on the terms and conditions as specified in this Agreement. BSNL shall from time to time issue guidelines as to the manner in which the Rigger providing Contractor's duties and obligations under the Agreement shall be performed and the Rigger providing Contractor shall ensure strict compliance of the guidelines. BSNL at its own discretion may carry out the certain percentage of work by themselves.

2. PERIOD:

The Agreement shall be valid for a period of 12 months from the date mentioned here in above, unless otherwise terminated by BSNL as provided under this Agreement. Further extension for One year or part of these on performance can be done on mutual consent on the same terms and conditions. The decision of BSNL in this regard shall be final & binding.

3. FEES AND CHARGES:

- I) Fees and charges for the services rendered are prescribed in enclosed schedule of rates and Financial Bid to this agreement.
- II) All the payments to the Rigger providing Contractor shall be made after making statutory deductions, if any under the relevant laws. BSNL shall also have the right to set off, deduct and recover from the fees and charges and/or from any other sum payable to the Rigger providing Contractor, any and all amounts which may be or become payable by Rigger provider Contractor to BSNL.

4. AGENCY'S REPRESENTATIONS AND WARRANTIES BY AGENCY:

The Rigger providing contractor hereby represents warrants and confirms that:-

- 4.1 It has full capacity, power and authority to enter into this Agreement and during the continuance of this agreement, will continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein. It has already taken and will and continue to take all necessary and further actions (including but without limitations the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this Agreement.
- 4.2 It has the necessary skill, knowledge, experience, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this Agreement and to the satisfaction of BSNL.
- 4.3 The execution of this Agreement and providing services by the Rigger provider Contractor to BSNL, does not and will not violate, breach and contravene any condition of any agreement entered with any third party/parties.
- 4.4 Has complied with and obtained necessary permissions/ licenses/ authorizations under the Central, State and Local authorities and obtained all required permissions/ licenses for carrying out its obligation under this Agreement.

5. RIGGER PROVIDER CONTRACTOR'S COVENENTS:

- The Rigger provider Contractor hereby agrees, undertakes and confirms as under:-
- 5.1 That the Rigger provider Contractor shall carry out its obligations and functions under this Agreement strictly in accordance with all the guidelines, instructions, manuals and procedures etc. (hereinafter referred to as guidelines) prescribed by BSNL in connection with this Agreement from time to time.
 - 5.2 The Rigger provider Contractor shall immediately notify BSNL in writing of any event which may result in or which may give reason to believe that may cause work stoppage, slowdown, labour dispute, strike, any labour disruption or any other impediments or disruptions in the due performance of obligation of the Rigger provider Contractor under this Agreement. The Rigger provider Contractor shall forthwith submit the report of the events resulting in stoppage of work to BSNL. The Rigger provider Contractor agrees that notwithstanding anything contained in this Agreement in the event of any of the eventualities mentioned herein above BSNL shall have a right to terminate this Agreement by giving one month notice to the Rigger provider Contractor.
 - 5.3 The Rigger provider Contractor shall not at any time use or attempt to use BSNL's name or logo for any purpose including for the purpose of this Agreement unless specifically authorized by BSNL in writing.
 - 5.4 The Rigger provider Contractor shall ensure that its employees/ personnel shall at all times conduct themselves within the parameters of laws and shall not commit, abet or permit the commission of any illegal act while working in the course of this Agreement. In the even of any illegal act being committed or abetted, the Rigger provider Contractor shall be liable for all consequences thereof and BSNL shall not be liable either directly or indirectly.
 - 5.5 The Rigger provider Contractor shall obtain all the requisite License/ permission/authorizations from state/ central Government agencies on labour contract & shall abide by insurance rules in this regard under all the applicable laws and keep the same valid by renewing from time to time as required under the various Acts/ Laws.
 - 5.6 The Rigger provider Contractor shall maintain all the registers and records required to be maintained under the various Labour Enactments and Rules framed there under.
 - 5.7 The Rigger provider Contractor shall ensure that no personnel employed by the Rigger provider Contractor commits any misconduct or acts in contravention of any of the provisions of this Agreement or instructions issued by BSNL from time to time or commits any fraud or is involved in any criminal or civil case. If any personnel commits any misconduct or is involved in criminal case or is guilty of acting in contravention of any provisions of this Agreement or any law, the Rigger provider Contractor agrees to indemnify and keep BSNL indemnified from the consequences of any such act of the personnel as a result which BSNL has suffered or is likely to suffer any loss.
 - 5.8 The personnel employed by the Rigger provider Contractor shall not have any claim whatsoever on BSNL and shall not raise any Industrial dispute, either directly or indirectly, with or against BSNL, in respect of any of the service condition or otherwise.
 - 5.9 It is further expressly clarified and agreed that in case of death or bodily injury to any such personnel appointed by the Rigger provider Contractor in the course

of carrying out of the services of this Agreement, BSNL shall not be liable or bound to pay any monetary compensation or otherwise be responsible in any way, whatsoever.

- 5.10 That the Rigger provider Contractor shall immediately notify BSNL in writing if any of its employee or any other person engaged by the Rigger provider Contractor has committed any breach of any of the employment agreement or has committed any act amounting to moral turpitude or has been arrested by the police or removed from the employment of the Rigger provider Contractor or committed any act which in the opinion of the Rigger provider Contractor affects the integrity of the person. BSNL shall have the right to call upon the Rigger provider Contractor to replace any employee/ agent of the Rigger provider Contractor who In the sole opinion of BSNL is jeopardizing the interest of BSNL and the Rigger provider Contractor shall forthwith comply with the demand of BSNL.
- 5.11 That the Rigger provider Contractor shall procure from its employees for the time being and from such other staff as BSNL may require, an undertaking not to disclose to any third party any confidential information or knowledge concerning the business of BSNL and take such steps at the Rigger provider Contractor's own expense as BSNL may direct in order to enforce or retain any breach of the terms of any such undertaking.
- 5.12 That the Rigger provider Contractor specifically conveys that the Rigger provider Contractor and / or any of its employees of any other person employed by the Rigger provider Contractor for the purpose of this agreement shall not use any illegal or unlawful means in performing its obligations under this agreement. For any illegal or unlawful means employed by the Rigger provider Contractor and / or any of its employees or any other person the Rigger provider Contractor shall alone be responsible and agree to indemnify and keep indemnified BSNL at all times against any suits, claim, demands, petitions, actions, proceedings etc filed/initiated against BSNL by any person for reason whatsoever and against any loss, damage, claims, costs, charges, expenses.
- 5.13 The Rigger provider Contractor and its personnel shall not claim any lien on the amount collected by the Rigger provider Contractor even if any amount is due and payable by BSNL to the Rigger provider Contractor.
- 5.13 The Rigger provider Contractor undertakes to execute such other documents as may be required by BSNL.

6. CONFIDENTIALITY AND NON-DISCLOSURE

- 6.1 All details, documents, data, applications, software, systems, papers, statements, business/customer information and BSNL's practices and trade secrets (hereinafter referred to as "Confidential Information") which may be communicated to the Rigger provider Contractor and/or its employees shall be treated as absolutely confidential and the Rigger provider Contractor irrevocably agrees and undertakes and ensures that the Rigger provider Contractor and all its employees shall keep the same secret and confidential and not disclose the same, in whole or in the part of any person without the prior written permission of BSNL nor shall use or allow to be used any information than as may be necessary for the due performance of the Rigger provider Contractor's obligation hereunder. The Rigger provider Contractor hereby specifically agrees to indemnify and keep BSNL indemnified safe and

harmless at all times against all or any consequences arising out of any breach of this undertaking by the Rigger provider Contractor and/ or its employees and shall immediately, reimburse and pay to BSNL on demand all damages, loss, cost, expenses or any changes that BSNL may suffer, incur or pay in connection therewith.

- 6.2 Take all necessary action to protect the confidential information against misuse, loss, destruction, deletion and/ or alteration.
- 6.3 Not to misuse or permit misuse directly or indirectly, commercially exploit the confidential information for economic or other benefit.
- 6.4 Not to make or retain any copies or record of any confidential information submitted by BSNL other than as may be required for the performance of the Rigger provider Contractor's obligation under this agreement.
- 6.5 Notify BSNL promptly of any unauthorized or improper use or disclosure of the information.
- 6.6 Return all the information, which is in the custody of the Rigger provider Contractor at the end of the specific assignment.
- 6.7 The Rigger provider Contractor hereby unconditionally agrees and undertakes that it shall not and that it's personnel shall not disclose or publish the terms and conditions of this agreement or disclose the information submitted by BSNL under this agreement to any third party unless such disclosure is required by law.

7. INDEMNITY:

- 7.1 The Rigger provider Contractor hereby agrees and covenants to indemnify and keep indemnified BSNL against:-

- i) All loss, misappropriations, misuse or damage of or to the documents of any other security instruments which are in possession of the Rigger provider Contractor or its personnel or within the control of the Rigger provider Contractor or its personnel.
- ii) Any or all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature whatsoever made or instituted against BSNL and/or any customer directly or indirectly by reason of.

On behalf of BSNL The parties to this agreement have set their hands on the day mentioned herein above.

SIGNED AND DELIVERED by the within named party i.e.

BSNL under the hands of

Shri _____

SIGNED AND DELIVERED by the within named party

i.e. (Name of Company) _____

Shri _____

Section-VI
Financial Bid

To,
The TDM,
Kullu .

Sir ,

I have read the tender document thoroughly.
I hereby quote the following rates :

- (i) Description of Item : Providing Riggers (One No.) on monthly Basis (Per Month Basis) for R. F. Optimization and Micro alignment of GSM, WLL & Wi-Max Network and other similar work of Kullu SSA.

Rate per Rigger per Month:
(In figures) Rs
(In words) Rs

Note-

1. L-1 bidder will be decided on the Total cost basis.
2. All the prices inclusive all the levies and Taxes except service tax .
3. Service tax will be paid extra if applicable.
4. Local conveyance in the jurisdiction of Kullu SSA to the Rigger for the site to be attended will be provided by BSNL when Departmental vehicle is available otherwise bus fare is applicable when departmental vehicle is not available .

Signature & Name of the Bidder

Section – VII

[For individual & proprietorship firms]

I.S/o. Shri..... resident
ofhereby certify that none of my
relative(s) as defined in the tender document (clause 1.11 (vi) of section II)
is /are employed in BSNL units 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.

Signature of the contractor with seal

Or

[For companies & Partnership firms]

We..... (Name of firm).....hereby
certify that none of relative(s) as defined in the tender document (clause
1.11 (vi) of section II) of any functionaries of firm/company is / are
employed in BSNL units as per details given in tender document. In case
at any stage, it is found that the information given by us is
false/incorrect, BSNL shall have the absolute right to take any action as
deemed fit / without any prior intimation to us.

Signature of the contractor with seal