

**SECTION-I**  
**BHARAT SANCHAR NIGAM LIMITED**  
**Office of the General Manager Telecom Distt Shimla**  
**NOTICE INVITING TENDER**

**NIT No: -002/463/2013-14/Tender/Data Entry/Plg/SML/40**

**Dated 23.04.2014**

Properly Wax/TAPE Sealed tenders are invited by the GMTD Shimla on behalf of the Chairman Cum Managing Director, BSNL for "The work of Data Entry Services" on hourly basis at various service locations under the jurisdiction of GMTD Shimla

**The detail of estimated quantum of work is as follows:-**

<b>Name of the Work</b>	<b>Estimated Quantity</b>	<b>Estimated Cost</b>	<b>Earnest Money</b>
Data Entry Services	4 units of Data Operators	Rs. 4,33,056	Rs. 10826/-

**1. Eligibility of the Bidder:**

- (a) The eligible bidder should have experience of completed work of Data Entry Services of minimum Rs. 1,50,000/- (Rs. One Lac fifty thousand Only) in any Govt. Organization (Central / State / PSU) during any two years of last three financial years i.e. 2011-12, 2012-13 and 2013-14 including the current financial year upto one month previous to the date of opening of Tender .
- (b) Documents establishing bidder's eligibility and qualifications in accordance with Clause No. 10 of Section II of tender document. Tender Document containing detailed description of work can be had from SDE(Planning)o/o GMTD Shimla on a payment of Rs. 569/-(Rs. Five Hundred Only, non refundable) on all working days between 11:00 hours to 15.00 hours .The payment will be accepted in the form of Cash/Cross Demand Draft drawn on any scheduled bank in Shimla in favour of AO (Cash) % GMTD Shimla on or before date of opening of tender .  
The duly filled in Tender document, as per instructions, along-with prescribed bid security of Rs 10826/- in form of a DD (Demand Draft) payable to AO (Cash) % GMTD Shimla should be submitted detailed as under :
- Sale of Tender form from: - 12.05.2014 upto 12:00 Hrs  
Date of submission of tender: - . 12.05.2014 upto 14:30 Hrs .  
Date of opening the tender:- 12.05.2014 at 15.00 hrs.
2. Bid Security for the bid is Rs. 10826/- required to be attached with tender form & shall be in the form of crossed demand draft on any Scheduled Bank in favour of AO (Cash) o/o GMTD Shimla 171009 . Tender without Bid Security shall not be entertained.
3. 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.
4. The tender will not be opened if it is not wax/ properly sealed.
5. All the rules, terms & conditions are mentioned in the tender form.
6. The GMTD Shimla reserves the right to accept/cancel the tender or any bid without assigning any reason, whatsoever.

**AGM(Planning)**  
**o/o GMTD Shimla**

## **SECTION – II**

### **Instructions to Bidders**

#### **A. Introduction**

##### **1. Definitions:-**

- (a) "The Purchaser" means the GMTD Shimla acting on behalf of the Managing Director, BSNL, India.
- (b) "The Bidder" means the individual or firm who participates in this tender and contract.
- (c) "The Supplier" means the successful bidder supplying the goods /services under the contract.
- (d) "The Goods" means all the equipment, machinery, computer software, services and or other materials, which the supplier is required to supply to the Purchaser under this contract.
- (e) "The Advance Purchase Order" means the intention of Purchaser to place the Purchase Order / Work Order on the bidder.
- (f) "The Purchase Order" means the work order placed by the Purchaser on the Supplier signed by the Purchaser indicating all attachment and appendices thereto and all documents incorporated by reference therein. The purchase order/ work order shall be deemed as "Contract" appearing in the document.
- (g) "The Contract Price" means the price payable to the Supplier under the purchase order / Work Order for the full and proper performance of its contractual obligations.

##### **2. ELIGIBLE BIDDERS:-**

2.1. The eligible bidder should have completed the experience of work of Data Entry Operator Services of minimum Rs. 1,50,0000/- in BSNL / Govt. Organisation (Central / State / PSU) during any two years of last three financial years i.e. 2011-12, 2012-13 and 2013-14 including the current financial year upto one month previous to the date of opening of Tender . 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.

##### **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 Documents includes:
- I. Tender Notice
  - II. Instruction to Bidders
  - III. General Conditions of the Contract
  - IV. Special Conditions of Contracts
  - V. Information about tenderer.

- VI. Schedule of requirement & Price schedule
- VII. Performance security bond form
- VIII. Letter of authorisation to attend Bid Opening.
- IX. Copy of work agreement.

4.2. The bidder is expected to examine all Instructions, forms, terms and specifications in the Bid Documents, Failure to furnish all information's 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 mailings 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 of these instructions to Bidders 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.
- (c) A Clause-by-Clause compliance as per clause 11.2.
- (d) A Bid form and price schedule completed in accordance with clause 8, 9, &10.

**8. BID FORM:-**

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document, indicating the services to be supplied, a brief description of the services, quantity and price as per section VI.

## **9. BID PRICES:-**

- 9.1. The bidder shall give total composite price inclusive of all levies and taxes excluding Service Tax. The unit prices and other components need to be indicated against the services proposed to supply under the contract as per price schedule given in Section VI in Indian Rupees.
- 9.2. Prices indicated on the Price Schedule shall be entered in the following manner;
  - (i) The rates should be including of all taxes.
  - (ii) The supplier shall quote as per price schedule given in Section VI 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 per hour price quoted by the bidder shall be in sufficient detail to enable the purchaser to arrive at prices of services / system offered.
- 9.5. 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.
- 9.6. The price approved by the BSNL against the services proposed to supply will be inclusive of levies and taxes, except service tax above Break-up in various heads like service Tax 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 should submit the Bid Security for the bid, Rs. 10826 /-in the shape of Demand Draft, drawn in favour of AO (Cash) o/o GMTD Shimla .
- 10.2 A work experience certificate showing that the bidder has successfully executed the work of Data Entry Services of minimum Rs. 1,50,000/- in Govt. Organization (Central / State / PSU) during two years of last three financial years i.e. . 2011-12, 2012-13 and 2013-14 including the current financial year upto one month previous to the date of opening of Tender should be submitted duly signed by not below the rank of Divisional Engineer or equivalent rank.
- 10.3 Proprietorship or Partnership deed as the case may be.
- 10.4 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 tenderer or his authorized representative. In case where tender document signed by the authorized representative of the firm, the copy of authorisation letter must be submitted.
- 10.5 Registration particulars with EPF commissioner and Central labour commissioner duly attested and an affidavit that no complaint / case is pending with EPF / labour commissioner. In case no registration with EPF/Labour Commissioner, contractor has to provide registration, within 15 days of the award of work.
- 10.6 The Bid document, if downloaded from internet should be deposited with Bid cost of Rs.569/-(Including VAT) along with EMD. 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.

- 10.7 Service Tax registration duly attested. In case no registered, will have to produce registration within 15 days of the award of work.
- 10.8 Photocopy of PAN Number .
- 10.9 Registration with ESI duly attested, if applicable.
- 10.10 Valid Labour license from the competent authority of labour department will have to be produced within 15 days of the award of work.

**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 goods and services which he proposes to supply under the contract.
- 11.2 The documentary evidence of the goods and services conformity to the Bid Documents may be in the form of literature, drawing, data and he shall furnish:-
  - (a) A detailed description of the services essential technical and performance characteristics.
  - (b) A list giving full particulars including available sources and current prices of all spare parts, special tools, services etc. necessary for the proper and continuing functioning of the goods/services during the life time following commencement of the goods/services used by the Purchaser, and
  - (c) 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( c ) 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:-**

- 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 2 of NIT shall be in the form of a Demand Draft from any scheduled bank payable at Shimla, in favour of the AO (Cash)/o/o GMTD Shimla . 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.
- 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 up to the bidder's acceptance of the advance purchaser order satisfactory 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 by the bidder on 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 28.

**13. PERIOD OF VALIDITY OF BIDS :-**

- 13.1. Bid shall remain valid for 150 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. FORMAT AND SIGNING OF BID:-**

- 14.1. The Bid shall be typed or printed and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorisation shall be indicated by written power of attorney accompanying the bid. All pages of the original bid, except for unlamented printed literature shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.
- 14.2. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

**D. SUBMISSION OF BIDS:-**

**15. SEAL AND MARKING OF BIDS :-**

- 15.1. The bid should be submitted in two covers. The first cover shall contain the original bid duly marked "Technical Bid" and it shall contain
1. Eligibility Documents as per Clause No: 2 & Clause No: 10 of Section-II of Bid document.
  2. Bid security as per Clause No: 10.1 of Section –II of Bid document.
  3. Complete bid document dully signed by the authorised representative on each page.

- 15.2 The Second cover dully marked as “Financial Bid” shall contain the price schedule i.e. Section-VI of bid document dully filled & signed by the authorized representative.
- 15.3 Both the sealed covers shall be packed in a larger good quality paper cover / envelope and shall be addressed to the purchaser at the following address:

**AGM(Planning)  
o/o GMTD Shimla  
SDA Complex Block-35  
Kasumpti Shimla-9,**

- (a) Bear (the project Name), the tender number and the words, “DO NOT OPEN BEFORE (due date)” and (“Time”)
- (b) The inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is received late.
- (c) The responsibility for ensuring that tenders are delivered in time would vest with the bidder.

**16. SUBMISSION OF BIDS:-**

The Bids must be dropped in the tender box kept in the % GMTD Shimla by 14:30 Hrs on due date as given in NIT.

**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 unopened 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. 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 at on the due date and time. The 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-VIII).
- 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 TEC on a separate date to be notified later on.**
- 19.4 The bidder names, Bid prices, modifications, bid withdrawals and such other details as the Purchaser, as 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.

**20. CLARIFICATION OF BIDS:-**

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.

**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 Supplier 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 COMPARISATION 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 comparison for evaluation shall be price of the goods/services offered inclusive of all Taxes and Levies. The evaluation of the bids will be made on the basis of total price quoted for the item at serial 1 of the price schedule in Section –VI.



**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 The Purchaser shall consider placement of orders for commercial supplies/services on those bidders whose offers have been found technically, commercially and financially acceptable.
- 24.2 The bidder who quotes lowest total price for the item at Serial 1 of price schedule, Section - VI of this document will be considered for placement of total purchase order/work order.

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

- 25.1 BSNL will have the right to increase or decrease up to 25 % of the quantity of goods and services specified in the schedule of requirement without any change in unit price or other terms and conditions at the time of award of contract or up to 25 % of the additional quantity can be ordered within 2 (two) months of the placement of purchase order and supplies obtained within the original scheduled delivery period.
- 25.2 In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserve the right to place repeat order up to 50 % of the quantities of goods and services contained in the running tender / contract within a period of twelve months from the earliest date of acceptance of APO at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.
- 25.3 The tender awarded shall generally remain valid for a period of one year. However, BSNL reserves the right to extend the tender for another one year on the same rates, terms and conditions and it will have binding upon the bidder.

**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 ADVANCE PURCHASE ORDER :-**

- a) The issue of an advance Purchase Order shall constitute the intention of Purchaser to enter into the contract with the bidder.
- b) The bidder shall within 10 days of issue of an advance work order, giving his acceptance along with performance security in conformity with Section-VII provided with the documents.

**28. SIGNING OF CONTRACT :-**

- 28.1. The issue of Work Order 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 GMTD Shimla for a period of Three 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, non-compliance of any one of which shall result in outright rejection of the bid.

- ✓ Clause 15.1 of section II - the bids will be recorded unopened, if covers are not properly sealed with "SEAL" of the bidder.
- ✓ 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 will be rejected without further evaluation.
- ✓ Clause 12.2 of section II - If deviation statements as prescribed are not given the bids will be rejected at the stage of primary evaluation.
- ✓ Section III - Commercial conditions & Section VI, Technical Specification - Compliance if given using ambiguous words like "Noted Understood", "Noted & Understood" shall not be accepted as compliance.
- ✓ Section VI: 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."

## **SECTION – III**

### **GENERAL CONDITIONS OF CONTRACT**

1. **APPLICATION:-**  
The General Conditions shall apply in contracts made by the Purchaser for the procurement of goods.
2. **STANDARDS :-**  
The goods supplied / services rendered under this contract shall conform to the standards prescribed in the Technical Specifications or are as per work order.
3. **PATENT RIGHTS:-**  
The supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the goods/services or any part thereof in BSNL.

#### **17. PERFORMANCE SECURITY :-**

- 4.1. The supplier shall furnish performance security to the purchaser for each tender an amount of **10% of contract value within 10 days of supplier's receipt of the advance Purchase Order/Work Order.**
- 4.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 4.3. The performance security shall be in the form of Bank guarantee issued by a Scheduled Bank valid for three year in the form provided in the bid document, Section VII OR Bank Demand Draft payable to AO(Cash) o/o GMTD Shimla issued by scheduled bank and payable at Shimla.
- 4.4. The performance security will be discharged by the purchaser after completion of the supplier's performance obligations including warranty obligations.

#### **5. DELIVERY :-**

The work order will be issued to the contractor by AGM(Planning) o/o GMTD Shimla 171009, The contractor has to provide the services within seven days of the issue of the work order, failing which penalty as per clause no: 11 of Section – III of bid document will be applicable.

#### **6 PAYMENT TERMS :-**

- 6.1 Full Payment shall be made on monthly basis on submission of bill/claim in duplicate by way of account payee's Cheque/RTGS as per agreement against the work order. The monthly bill/claim will be submitted separately by the contractor along-with following supporting documents to the AGM(Planning)o/o GMTD Shimla 171009,
  - (a) A Certificate from the SDE/AO concerned regarding No. of hours services given by any data entry services in the calendar month along with satisfactory services duly counter signed by the DE/CAO concerned.
  - (b) Documents regarding payment of EPF, ESI and Service tax etc. payable by the contractor as per his statutory Obligations.

- (c) Payment to Data Entry Services will be made by the bidder in the presence of Nodal Officer of the BSNL nominated by GMTD Shimla. In case of payment made through cheque / RTGS proof of the same may also be submitted.

**7. PRICES :-**

- 7.1 Rate charged by the supplier for Services delivered and services performed under the contract shall not be higher than the approved rate.
- 7.2 The rate should be quoted against each item in the enclosed section-VI, which should be signed by the tenderer. The rates will be revised as per rates revision by the Central labour Commission.

**8. CHANGES IN WORK ORDER:-**

- 8.1 The purchase may, at any time, by a written order given to the supplier, 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 Supplier.

**9. SUBCONTRACTS :-**

10. The supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the Supplier from any liability or obligation under the Contract.

**10 DELAY IN THE SUPPLIER'S PERFORMANCE :-**

- 10.1 Delivery of the Goods and performance of services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its Work Order. In case the supply is 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 liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance-unsupplied services at the risk and cost of the defaulting vendors.
- 10.2 Delay by the Supplier in the performance of its delivery/services obligations shall render the Supplier liable to any or all of the following sanctions, forfeiture of its performance security imposition of liquidated damages and/or termination of the contract for default.
- 10.3 If at any time during performance of the Contract the supplier or subcontractor(s) should encounter conditions impeding timely delivery of the services and performance of service, the Supplier 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 Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract after discussion with the supplier.

**11. PENALTY CLAUSE:-**

- 11.1 If the approved bidder fails to provide the services to the satisfaction of AGM(Planning) penalty as decided by the GMTD Shimla will be deducted from the bill for the services provided by the contractor after the completion of each month. The maximum penalty per month will be up to 10% of the total bill raised for each month.

**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 Supplier, terminate this Contract in whole or in part.
- a) If the Supplier 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 Supplier fails to perform any other obligation(s) under Contract : and
- c) If the Supplier 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 authorise 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 Supplier shall be liable to the Purchaser for any excess cost for such similar services. However, the Supplier 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 Supplier, without compensation to Supplier, if the Supplier 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 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 refereed to the sole arbitration of the Chief General Manager HP Telecom Circle, Shimla 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 being entrusted whether in addition to the functions of the CGM HP Telecom Circle, Shimla or by whatever designation such officers may be called (hereinafter referred to as the said officer) and the Chief General Manager HP Telecom Circle, Shimla the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by Chief General Manager HP Telecom Circle, Shimla, 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 Nigam servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Nigam Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally refereed being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager HP Telecom Circle, Shimla or the said officer shall appoint 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.
- 15.2 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.
- 15.3 The venue of the arbitration proceeding shall be the Office of the Chief General Manager Telecom. Himachal Circle, Shimla or such other Places as the arbitrator may decide. The dispute may be requested for arbitration within six months from the date of completion of work by the contractor . The following procedure shall be followed :
- 15.3.1 In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
- 15.3.2 There should not be a joint submission with the contractor to the sole arbitrator.
- 15.3.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- 15.3.4 The onus of establishing his claims will be left to the contractor.
- 15.3.5 Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
- 15.3.6 The “points of defense” will be based on actual conditions of the contract.
- 15.3.7 Claims in the nature of ex-gratia payment shall not be entertained by the Arbitrator as these are not contractual.
- 15.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of “points of defense”.
- 15.3.9 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.

**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 the Nigam or any other person or persons contracting through the BSNL and set off the same against any claim of the Purchaser or Nigam or such other person for payment of a sum of money arising out of this contract made by the Contractor with Purchaser of Nigam or such other person of persons contracting through Nigam.

**17. CANCELLATION OF TENDER:-**

Purchaser may cancel the tender if the supplier 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 once fixed will remain valid during the scheduled of service period except for the provisions in clause 7.1 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 supplier 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."

(b) In case under taking 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 the 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 19J 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, the 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, 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 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 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 Claim bill of contractors must accompany the (i) List showing the details of the labourers /employees engaged, (ii) duration of their engagement, (iii) the amount of wages paid to such labourers /employees for the duration in question, (iv) amount of EPF contribution (both employer's and employee's contribution) for the duration of engagement in question, paid to the EPF authorities,(v) copy of authenticated documents of payments of such contribution to EPF authorities and (vi) a declaration from the contractor regarding compliance of the conditions of EPF Act,1952, Documents regarding service tax and ESI payment.

**21. FAIR WAGES:-**

- 21.1 The contractor shall pay to labours employed by him either directly or through subcontractor, 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 GMTD 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 there to 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.

## 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 honors 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 the 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:-**  
The following points will be in the purview of this contract.

#### Data Entry Services

- The work is to be done on various application software packages such as MS office (Windows Vista, Window 95, Window 98, XP, Window7) Office 2003, Office 2007 & Office 2010 and other packages, which come into use in future.
- The material to be inputted may be given orally or typed or handwritten form.
- The contractor and his staff has to maintain the office decorum and discipline during the working at BSNL premises.
- The BSNL will supply/provide the equipment and necessary stationery, ribbon etc. for the required job.
- The data entry operators will exercise all care while handling Computers/Printers as per manufacturer's instructions. Any damage to the machine due to negligence of contractor will be chargeable and decision of the GMTD Shimla in this regard will be final. Similarly data loss due to mishandling will draw penalty which will be decided by the GMTD Shimla on case to case basis.
- In normal course the working hours will be from 1000 hrs. to 1730 hrs excluding holidays. However services may be called on holidays and beyond office hours if required.

- Contractor will not be allowed to use his floppies or software etc. unless specifically authorized.
  - All the data handled, inputted or hard copies produced will be sole property of the BSNL. The contractor will not diverge any of these to any third person.
  - All data/files/records will always remain accessible to the controlling officers.
  - Any other data feeding services required by the controlling officer.
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.
  - (ii) Payment to Data Entry Services will be made by the bidder in the presence of Nodal Officer of the BSNL.

10. **QUALIFICATION:-**

Sr. No.	Description of Work	Qualification
1	Data Entry Services	✓ 10+2 or equivalent ✓ Diploma in Computer Application OR ✓ Minimum Six Month Experience of Computing Work

11. The successful bidder will have to submit the bio-data of feeders provided to be deployed in BSNL within seven days from the issue of work order. BSNL will scrutinize and permit the data feeding operator after scrutinizing the bio-data.
12. Data Entry Services, if found unsuitable will be intimated to the bidder and bidder will have to supply replacement within 7 days.

**SECTION-VA****SCHEDULE OF REQUIREMENT**

<b>SN.</b>	<b>Name Of the Sections / Service Locations</b>	<b>Number of data operators required</b>
1	SDE(CommI-CM) CTO The Mall Shimla	03
2	o/o GMTD Shimla	01
<b>Total</b>		<b>04</b>

**SECTION – VB****INFORMATION ABOUT TENDERER**  
**(TO BE FURNISHED AND RETURNED BY TENDERER)**

1. Full Name under which tenderer is trading.
2. Address of tenderer
3. Phone No. and Fax No.
4. Constitution of Tenderer (Proprietorship/Partnership/Pvt. Ltd./Ltd.)
5. Name of the Proprietor or partners or Directors (as the case may be)
6. Partnership is registered? Furnish particulars of registration.
7. How long tenderer is in this business?
8. Name and address of regular customers/Clients.
9. Banker Name and address
10. Income tax permanent account number (PAN)
11. Sales Tax registration No. (Local and central both)
12. Service Tax registration number.
13. Declaration by the tenderer

I/We hereby certify that particulars furnished above are true to best of my/our knowledge and belief(s). It is understood that information furnished will treated as confidential and will not be divulged.

**SECTION – VI****PRICE SCHEDULE**

SN	Name of the Work	Estimated Qty of work per Year.	No. of Service Locations (for 8 Hrs. per day per location)	Basic Rate per hour (excluding of all levies & Taxes)	Service Tax		Rate per hour ( inclusive of taxes / levies (5+6)	Taxes Cenvatable on basic rate per hour (6)	BASIC RATE PER Hour excluding Taxes Cenvatable (7-8)	Total Price excluding taxes (3X 9) (In fig. & in words)	
					%	Amount				In Fig.	In words
1	2	3	4	5	6		7	8	9	10	
1	Data Entry Services with in Shimla SSA	9600 hours per year (4 *8 hours*25 days *12 months)	04								

**Note:-**

1. In case of variation in rates quoted in figures and words, the rates quoted in words will be considered.
2. L-1 bidder will be decided on the basis of total price excluding taxes mentioned in Col.No.10 above i.e. net cost to BSNL.

**PROFORMA OF PERFORMANCE SECURITY DEPOSIT**

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

The Managing Director, BSNL,  
Acting through GMTD Shimla.

1. In Consideration of the Managing Director, BSNL, acting through GMTD Shimla (hereinafter called "the beneficiary") having agreed to exempt\_\_\_\_\_ (Name and address of supplier)\_\_\_\_\_ (hereinafter called" The said Supplier") from the demand under the terms and conditions of provisional Acceptance/Approval letter No.\_\_\_\_\_ dated\_\_\_\_\_ given by the beneficiary to the said supplier, 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 supplier 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 supplier 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 supplier 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 supplier of any of the terms and conditions contained in the said Tender terms or by reason of the supplier failure to perform as per the said tender terms. Any such demand made on the band 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 supplier 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 supplier 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 beneficiary certified that the terms and conditions of the said tender terms have been fully and properly carried out by the said supplier 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 of to extend time of performance by the said supplier 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 supplier and to forbear or enforce any of the terms and conditions relating to the said supplier or for any forbearance act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said supplier 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 supplier.
- 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**



**SECTION-VIII****LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

To

GMTD SDA Complex  
Block-35 Kasumpti Shimla-9

**Subject: Authorisation for attending in bid the opening Tender on**  
 \_\_\_\_\_(date) \_\_\_\_\_ of  
 \_\_\_\_\_.

Following persons are hereby authorised 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.

**SECTION – IX**

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

1. This agreement made the ----- day of -----2012 between the Managing Director BSNL acting through GMTD Shimla ( hereinafter referred to as “the Nigam”) of the one part; and of (Name and address of approved supplier)----- (hereinafter referred to as “the supplier”) of the other part.
2. Whereas the Nigam is desirous that certain goods and ancillary services should be provided by the supplier, viz (Brief description of goods and services) supply etc; of----- --and has accepted /approved a tender submitted by the supplier in response to the Nigam Tender document reference (NIT No.----- dated----- ) for the supply of those goods and services at the rates as mentioned in acceptance/ approval letter.
3. 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 supplier’s offer and the price schedule submitted (up to the limit it has been accepted in writing by the Nigam in the acceptance letter/purchase order).
  - The schedule of requirement / list of items and the technical specifications in the above referred tender documents.
  - The acceptance/ approval letter No.-----dated-----
6. In consideration of the payment to be made by the Nigam to the supplier as hereinafter mentioned, the supplier hereby covenants with the Nigam to provide the goods and services and to remedy defects therein in conformity in all respects with the provision of the Nigam acceptance letter/ purchase letter and tender documents.
7. The Nigam hereby covenants to pay the supplier in consideration of the provision of the goods and 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.

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

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

**(Witness) in the presence of:**

**(Witness) in the presence of:**