

E-TENDER DOCUMENT



Connecting India

BHARAT SANCHAR NIGAM LIMITED

Office of the GMTD, Block No. 35, SDA Complex, Kasumpti, Shimla-171009

BID DOCUMENT

FOR

**“Caretaking/Upkeeping arrangement in
Inspection Quarters at Telephone Exchange
Chhota Shimla and North View in
Shimla SSA”.**



BHARAT SANCHAR NIGAM LIMITED
Office of the GMTD, Block No. 35, SDA Complex, Kasumpti, Shimla-171009

(GENERAL SECTION)

BID DOCUMENT

e-TENDER FOR “Caretaking/Upkeeping arrangement in Inspection Quarters at Telephone Exchange, Chhota Shimla and North View in Shimla SSA”

Tender Quantity: As per Section-VII

VALIDITY OF OFFER – 150 DAYS

TENDER ENQUIRY NO. 1-072/2016-17/Genl/22

TENDER OPENING DATE: 22/12/2016 AT 15:00 HRS.

SECTION-1
BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

Block No. 35, SDA Complex, Kasumpti, Shimla-171009

From:

To,

AGM (Admin)
O/o GMTD Shimla,Block No. 35, SDA
Complex, Kasumpti,
Shimla-171009

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

TENDER ENQUIRY NO. 1-072/2016-76/Gen/22

Dated : 25.11.2016

Sub: - Tender documents for “Caretaking/Upkeeping arrangement in Inspection Quarters at Telephone Exchange, Chhota Shimla and North View in Shimla SSA”

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

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Kindly submit your bid offers online for electronic tendering at the portal detailed in e-tendering Instructions to Bidders on or before date & time specified in detailed NIT.

AGM (Admin)

O/o GMTD,Shimla-9

Tel.: 0177-2626600, FAX: 0177-2628111

Regd. Off.: BSNL, Bharat Sanchar Bhawan, Janpath New Delhi -110 001. Web: www.bsnl.co.in

Section – I Part-A

BHARAT SANCHAR NIGAM LIMITED
Office of the General Manager Telecom. District, Shimla-171009
Detailed Notice Inviting e-Tender(DNIT)

No. 1-072/2016-76/Gen/22

Dated:25/11/2016

Digital e-tender are invited by GMTD Shimla on behalf of BSNL for **Caretaking/upkeeping arrangement in Inspection Quarters at Telephone Exchange, Chhota Shimla and North View** for a period of one year.

Section	Description of Work	Total Estimated Cost of work in Rs	EMD (in Rs.)	Cost of Tender Document	Date of Opening
1	House Keeping/Maintenance & Catering services in IQ at Telephone Exchange, Chhota Shimla	2,60,000	6,500	Rs. 569/-	22/12/2016 at 15:00 Hrs
2	House Keeping/ Maintenance & Catering services in IQ at North View	2,40,000	6,000		
Total		5,00,000 (Five Lakhs only)	12,500(Twelve thousand & five Hundred only)		

1. **Purchase of Tender Document:** Tender document can be obtained by downloading it from the e-Tender link of website:- <http://www.tenderwizard.com/BSNL> and for viewing purpose on www.hp.bsnl.co.in
 - 1.1 The bidders downloading the tender document are required to submit the tender fee amount of Rs 569/- through DD / Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened / rejected .

The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "AO(Claim), O/o GMTD, Shimla" and payable at "Shimla".
 - 2.0 **Availability of Tender Document:** The tender document shall be available for downloading and uploading **up to 21/12/2016 dd/mm/yyyy)upto17:00 hrs**
 - 2.1 In case of tenders invited through e-tendering process, physical copy of the tender document would not be available for sale.

Note 1 : The Tender document shall not be available for download on its submission / closing date.
3. **Eligibility Criteria:- The prospective bidders should also satisfy following conditions:-**
 - i.) Experience Certificate of previous job in BSNL/ MTNL/ Govt/Semi Govt/ PSUs for one third amount of tender value during the last three financial years. The certificate is to be signed by AGM level officer or equivalent.
 - ii.) Duly attested affidavit for Sole Prop/ Power of attorney in case firm is partnership concern along with copy of deed.
 - iii.) EMD as stated in NIT.
 - v.) Signed copy of the tender terms & conditions
 - vi.) PAN Card (Attach duly attested proof)
 - vii) Copy of Service Tax Registration No. or an affidavit indicating reason for non submission (attach proof).
 - viii) Registration/Allotment number of – (i) EPF (Attach duly attested proof). The Contractor Should be registered in Regional EPFO.(ii) ESI or Any other social security scheme for workers : (Like Group Insurance/personal accident insurance) (Give details) or affidavit indicating reason for non submission.

Note:- Reasons of non submission of document as per clause 3.(vii) & (viii) above should be in the form of Affidavit on Rs.100/- non-judicial stamp paper. Reasons indicated should be convincing to the tender accepting authority.

4. Bid Security/EMD:

4.1 The bidder shall furnish the bid EMD in following way:-

Demand Draft drawn in favour of "AO (Claim), BSNL, O/o GMTD, Shimla-171009" and payable at "Shimla".

Date & Time of Submission of EMD, cost of tender & other bids documents 22/12/2016 up to 13:00 Hrs.

All documents shall be handed over to AGM (Admin) O/o GMTD office or shall be sent by registered post/Speed.

BSNL will not be responsible for any postal delay.

Note 1 : In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

5.Opening of Tender Bids:.As per DNIT table.

6.Place of opening of Tender bids:

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at the Block No. 35, SDA Complex, Kasumpti, Shimla-171009 ", where BSNL's Tender Opening Officers would be conducting through online e-Tender. Kindly refer Section-II of Tender document for further instructions.

7. Tender bids received after due time & date will not be accepted .

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

9.GMTD, Shimla reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.

10.The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

11. In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily.

Note 2: All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note 3: All computer generated documents should be duly signed / self attested by the bidder/ vendor organization.



SECTION – 1 (Part B)

NEWS PAPER N.I.T. (NNIT)

BHARAT SANCHAR NIGAM LIMITED
O/o GMTD, Block-35 SDA Complex, Kasumpti, Shimla-9

NOTICE INVITING e-TENDER

TENDER ENQUIRY NO. 1-072/2016-76/Genl/22

Dated:25/11/2016

e-tenders are invited by “GMTD Shimla” for **Caretaking/upkeeping arrangement in Inspection Quarters at Telephone Exchange, Chhota Shimla and North View.**

Last date of receipt of on line tender bid is 21/12/2016 up to 17:00 Hrs.

For details visit :- www.tenderwizard.com/BSNL or www.hp.bsnl.co.in

GMTD SHIMLA

Checklist for Bidder

S.No.	Contents of Envelope (Techno-Commercial Bid)
1	DD for Tender Fee as per DNIT (Scanned copy on http://www.tenderwizard.com/BSNL portal and Physically to Tender Inviting Officer in case of e-Tender) on dated 22.12.2016 upto 13:00 hrs
2	Bank Guarantee/DD for EMD as per DNIT (Scanned copy on http://www.tenderwizard.com/BSNL portal and Physically to Tender Inviting Officer on dated 22.12.2016 upto 13:00 hrs
3	Valid PAN No.
4	Copy of Service Tax Registration No or an affidavit indicating reason for non submission.
5	Duly attested affidavit for Sole Prop/ Power of attorney in case firm is partnership concern along with copy of deed.
6	Registration/Allotment number of –EPF (Attach duly attested proof). ESI or Any other social security scheme for workers: (Like Group Insurance/personal accident insurance) (Give details) or affidavit indicating reason for non submission.
7	Experience Certificate of previous job in BSNL/ MTNL/ Govt/Semi Govt/ PSUs for one third amount of tender value during the last three financial years. The certificate is to be signed by AGM level officer or equivalent.
8	Original Tender Document duly signed by the bidder for the tender of Caretaking/upkeeping arrangement in Inspection Quarters at Telephone Exchange, Chhota Shimla and North View
9	Power of Attorney as per Section-IX. (Scanned copy on www.tenderwizard.com/BSNL Portal and Physically to Tender Inviting Officer in case of e-Tender).
	Financial Bid- To be submitted on line only.

SECTION- II

Tender Information

1. Type of tender- :

- a) No. of Bid Submission Stages for tender: Single Stage. (Please See Note-1 & note-2).
- b) No. of Envelopes for submission of Bids: One No However Financial Bid is submitted online. (Opening stages) (Please See Note-3).

Note 1:- Two stage submissions of bids is desirable only in cases where there is doubt on the scope of Work / Specifications and requirements. In such tender, first stage will be used to invite bids to have details / clarifications on scope of Work / Specifications and requirements to firm up the same following which techno-commercial bid along with financial bid shall be invited in 2nd stage.

Note 2:- The bidder shall submit Techno-commercial & Financial bid simultaneously.

Note 3:- The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.

2. Bid Validity Period / :

2.1 Bid shall remain valid for 150 days from the date of opening of bids. Any bid with shorter validity period will be rejected.

2.2 In exceptional circumstances, the GMTD SHIMLA may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 7 of Section-II shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

a) **Techno-commercial envelope** shall contain :-

- i) EMD
- ii) Cost of the tender documents i.e. tender fee.
- iii) Certificate(s) showing fulfilment of the eligibility criteria(s) stated in Clause 3 of Section-I
- iv) Valid PAN No.
- v) Valid Service Tax Registration No or an affidavit indicating reason for non submission. Copy of partnership in case bidder is in partnership.
- vi) Duly attested affidavit for Sole Prop/ Power of attorney in case firm is partnership concern along with copy of deed.
- vii) Registration/Allotment number of –EPF (Attach duly attested proof),ESI or Any other social security scheme for workers: (Like Group Insurance/personal accident insurance) (Give details) or affidavit indicating reason for non submission.
- viii) Original Tender Document duly signed by the bidder .

b) **Financial Bid in Electronic Form with Price Schedule** will be submitted online only.

Note-4:-In case of e-tendering, the following documents are required to be submitted offline to AGM (Admin), BSNL, Block No. 35, SDA Complex, Kasumpti, Shimla-171009, on or before the date & time of submission of bids in a sealed envelope.

The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).

- i) EMD – Bid security (original copy)
- ii) DD/ Banker's cheque of Tender fee

iii)Power of Attorney in accordance as per Section IX

3. Payment terms : As per clause 7(General Commercial Conditions of Contract) of Section V

5.BID Prices

5.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents.

5.2 The bidder shall give total composite price per month inclusive of all levies and taxes but excluding of Service tax.

6 It is Mandatory that bidder has to apply for both the sections in a single bid.

7. BID SECURITY

- 7.1 The bidder shall furnish, as part of his bid, a bid security as per NIT.
- 7.2 The bid security is required to protect the BSNL against the risk of bidder's conduct, which would warrant the forfeiture of bid security. pursuant to Para 15.6 of Section-V.
- 7.3 The bid security shall be in the form of a bank draft issued by a scheduled bank in favour of Accounts Officer (Claim) O/O GMTD SHIMLA, payable at SHIMLA
- 7.4 A bid not secured in accordance with Para 7.1 & 7.3 shall be rejected by the BSNL being non-responsive at the bid opening stage.
- 7.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of the bid validity prescribed by the BSNL.
- 7.6 The bid security may be forfeited:
- (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
- (b) In the case of successful bidder, if the bidder fails:
To sign the contract/to furnish performance security deposit in accordance with clause 15 of section (V).
- (c) In both the above cases, i.e. 7.6 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of acceptance letter. The bidder will not approach the court against the decision of BSNL in this regard.

8. VALIDITY OF THE CONTRACT PERIOD:

The tender will remain operative for one year from the date of agreement.

- (i) The competent authority reserves the right to extend the contract for another six months in a spell of three month at one time.
- (ii) The BSNL reserve the right to increase/decrease the tendered cost up to 25% on mutually agreed terms and conditions.

GENERAL Instructions to Bidder

A. Introduction

1. Definitions ;

- (a) "The Purchaser" means the BSNL, Shimla acting on behalf of the, C.M.D. 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 under the contract.

2. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid.

3. SEALING AND MARKING OF BIDS

3.1 The Tender will be submitted in Single Envelope subscribed as "TECHNO- COMMERCIAL BID"

3.2 The Price Bid will be submitted online only.

The techno-commercial bid will be opened first at the first instance and evaluated by the Committee. At the second stage financial bids of only the technical and commercially accepted offer will be opened for further evaluation and ranking before awarding the contract.

3.2(a) The envelopes shall be addressed to the purchaser inviting the tender.

the Purchaser Address shall be:

AGM (Admin)
O/o GMTD Shimla,
Block No.35 , SDA Complex , Kasumpti, Shimla-171009

- b) The envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- c) The inner and outer envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- d) Tender should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address. The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- e) Bids delivered in person on the day of tender opening shall be delivered upto specified time & date as stated in NIT to AGM(Admin) O/o GMTD,BSNL, Block No. 35,SDA Complex, Kasumpti, Shimla-171009 . The purchaser shall not be responsible, if the bids are delivered elsewhere.

f) Venue of Tender Opening:

(i) AGM (Admin). O/o GMTD Shimla, Block No. 35, SDA Complex, Kasumpti, Shimla-171009 at specified time & date as stated in NIT.

(ii) If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently Block No. 35, SDA Complex, Kasumpti, Shimla-171009 & at a place notified.

4. If the envelopes are not sealed and marked as required the bid shall be rejected. Bids must be submitted by the bidders on or before the specified date & time .

5. The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

6.0 SUBMISSION OF BIDS

6.1 Bids must be submitted by the bidders on or before the specified date & time indicated in DNIT.

6.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by

amending the Bid Documents in accordance with clause 5 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

7. LATE BIDS

No bid shall be accepted either online by E-Tender Portal or physically in case of manual bidding process after the specified deadline for submission of bids prescribed by the purchaser.

8. MODIFICATION AND WITHDRAWAL OF BIDS

- 8.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid. The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated.
- 8.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated (in case of e-tendering) & physically (in case of manual bidding process) as per clause 8.
- 8.3 No bid shall be modified subsequent to the deadline for submission of bids.

9. OPENING OF BIDS BY PURCHASER

- 9.1 The purchaser shall open bids online in the presence of the authorized representatives of bidders online who chose to attend, at time & date specified .
- 9.2 The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening .
- 9.3 Only one representative of any bidder shall be authorized and permitted to attend the bid opening.
10. Name of envelopes to be opened & information to be read out by Bid Opening Committee In Single stage bidding; the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids. Thereafter the TEC will evaluate Techno-commercial bids & the report of TEC will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened electronically by TOC in front of techno commercially eligible bidders / authorized representatives by sending them a suitable notice.
11. The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

12. CLARIFICATION OF BIDS

- 12.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 12.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

13. PRELIMINARY EVALUATION

- 13.1 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.
- 13.2 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 13.3 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is

one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

13.4 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.

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

14. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS.

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

14.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered inclusive of Duties and taxes.

15. CONTACTING THE PURCHASER

15.1 No bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

15.2 Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

Section-IV

E-tendering Instructions to Bidders

Note :- The instructions given below are for ITI Ltd. e-tendering portal for e-tenders invited by General Branch, o/o GMTD, Shimla only.

1. Information and instructions for bidders posted on website www.tenderwizard.com/BSNL shall form part of bid document. The intending tenderers should get themselves registered with M/s ITI Limited, as per instructions on the web site, by paying the registration fee as mentioned on the website.
The intending tenderers who need digital signatures Class III also, should contact M/s ITI Limited, at least 10 days in advance, since issue of digital signatures takes 10 days.
2. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.tenderwizard.com/BSNL.
3. The bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft or Banker's Cheque of form fee and EMD in favour of **"AO(Claim), BSNL, O/o GMTD Shimla" and payable at "Shimla". The original copy of qualifying the bid may also be submitted in physical form before day/Time of tender opening.**
4. The bidders have to pay tender processing fee through online i.e. net banking or Internet payment gateway.
5. Those contractors not registered on the website mentioned above, are required to get registered before hand.
6. The intending bidder must have valid class-III digital signature to submit the bid.
7. On opening date, the contractor can login and see the bid opening process.
8. Contractor can unload documents in the form of JPG format and PDF format.
9. For any query related to the e-tendering and DSC of Class III vendors can contact on given helpdesk nos. 08261922200, 08261033300, 0172-3934667, 09625033300.
10. Contractor must ensure to quote rate for each item. The rate for any item left blank will be Treated as 'zero'.
11. For Registration: open website www.tenderwizard.com/BSNL >> Register Me >> Read Instruction Carefully >> Fill Form >> Upload Credential Documents >> Make Registration Charges Payment >> Save Acknowledgement >> Send request Letter on your letter pad (scanned copy) alongwith the documents you uploaded while having registration through email to twhelpdesk680@gmail.com to activate your User Id. After sending of request letter and other documents by you, your user id will be activated within one working day and you will be intimated through email. After activation of your user id you will be able to login.
12. For any help, please contact on 011-49424365 or 0172-3953753. A user manual for vendor (bidder) is also available. (Home page >> Click to view latest circulars / Formats / Manuals >> General >> Vendor Manual_New Version >> Vendor_Detailed_HELP_MANUAL_BSNL.) Bidder has to pay online registration fees to ITI Limited as prescribed at www.tenderwizard.com/BSNL for getting registered for e-tendering. Other than that bidder has to pay processing fees as applicable for each tender depending on the estimated cost of the tender which can be viewed online on www.tenderwizard.com/BSNL.

**AGM (Admin)
O/O GMTD Shimla
Phone : 0177-2626600**

SECTION-V

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. The persons supplied For the IQ services should be less than 50 years of age and medically fit, neat and clean. Quoted rates shall be valid for 150 days from opening the bids.
2. The persons deployed should have experience of cooking/ catering/ Maintenance and up keep of Holiday Home / IQ. If the person remains absent, the contractor will arrange substitute in advance, failing which proportionate amount will be deducted from the security deposit.
3. The BSNL will not in any case be liable for providing employment or other facility given to the BSNL employees, in respect of persons employed by the contractor at any time.
4. The contractor should comply with the entire dispute, regarding EPF / Labour Laws which arises between contractor and persons deployed.
5. All statutory obligations as per labour laws like payment of EPF/ ESI/ Workmen compensation shall be the responsibility of the contractor and shall keep BSNL indemnified against any Such claims made. The contractor must abide by all laws regarding employment of Labourers.
6. The BSNL will not be responsible for any dispute, which arises between contractor and persons employed by the contractor.
- 7(i) The payment of the bill duly verified by the controlling officer would be made on monthly basis after the same is submitted complete in all respect in the O/o GMTD Shimla subject to fulfillment of all statutory rules governing the contract Payment .

(ii) Payment to the contractual workers should be made online/RTGS mode & documentary proof will be submitted along with monthly bill.

(iii) The contractor should supply the name of workers engaged along with their Account No, EPF No, father name & address. The contractor should comply EPFO instructions regarding on line KYC & obtaining UAN for all contract labours/ Security guards.
8. Income Tax as applicable from time to time prescribed by the BSNL shall be recovered from contractor's bill.
9. The contractor will pay wages to the employees at the rate not less than the minimum wages as notified from time to time by H.P. Government/Central Govt.
10. The bidder has to offer the rates excluding service Tax.
11. It is Mandatory that bidder has to apply for both the sections in a single bid.
12. L1 bidder will be decided on the basis of combined quoted cost for both sections.
13. If there is any dispute of any kind in interpretation of the clauses in terms and conditions of the contract, the matter will be referred to GMTD Shimla whose decision will be final and binding on both the parties.
14. GMTD Shimla reserves the right to terminate the agreement at any time without any reason, by giving one month's notice.

15. PERFORMANCE SECURITY :

15.1 The supplier shall furnish performance security to the purchaser for an amount of 10% of contract value within 15 days of the receipt of acceptance letter or as specified in acceptance letter.

15.2 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.

15.3 The performance security bond shall be in the form of DD/Bank Guarantee issued by a scheduled bank. Bank Guarantee will be valid for 6 months more after the date of expiry of contract (i.e 18 months).

15.4 The performance security will be discharged by the purchaser after completion of the supplier's performance obligations including warranty obligations under the contract.

15.5 The EMD already deposited will be refunded after the tender is accepted to the successful tender/unsuccessful tender.

15.6 The bid security may be forfeited:

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

OR

b) If the bidder does not accept the APO/ AWO and / or does not submit the PBG and sign the contract/ agreement.

16. If there is any damage to the property of Holiday Home/IQ the cost of the damaged property will be deducted from the security deposit and bills of the contractor at the rate of original cost of items damaged. Similarly penalty @ 5% of amount of bill payable to contractor shall be imposed in case of improper services rendered and complaints lodged by in charge of Holiday Home/users.

17. For proper up keeping of the Holiday Home/IQ the contractor has to report to incharge of Holiday Home/IQ daily for carrying out the instructions.

18. The successful tenderer shall have to enter into an agreement with BSNL for satisfactory implementation of job and rates shall remain in force for one year from date of agreement. The competent authority reserves the right to extend the contract for another six months in a spell

(i) of three months at one time with mutual consent.

(ii) The BSNL reserves the rights to increase/decrease the job and tendered cost up to 25% on mutually agreed terms and conditions.

19. GMTD Shimla reserves the right to reject any / all tenders without assigning any reasons.

20. BNSL shall be liable to revise the wages as per the wages fixed by Govt. from time to time and same will be payable on submission of Proof of Payment of wages at revised rates by the contractor to persons engaged against the contract.

SUBCONTRACTS :

Sub contract will not be allowed

ARBITRATION :

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 with in six months 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 referred 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.

COURT JURISDICTION

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

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

“This Contract/ PO is subject to jurisdiction of Court at Shimla only”.

Section-VI
FORM OF UNDERTAKING

I/We..... agree to the following

1. I/We agree to indemnify the department against any loss damages or risk caused during the period of contract for which necessary precautions will be taken by me/us.
2. I/We will be responsible for any claim arising out of accidents or due to my failure of precautions.
3. I/We agree to abide by the labour regulations in force and I am responsible for the prompt payment of the wages to them.
4. I/We agree to carry out the work under the supervision of Officer in charge and according to the directions of the Officer in charge whose decision is final and binding on me.
5. I/We will be responsible for completing and shall pay any compensation as per the workmen compensation Act, 1923 for injuries or disability or death caused to in the process of executing the contract.
6. I/We accept that the accepted rates will be valid up to one year with right for the department to have it extended for a further period of three/Six months
7. I/We will execute the agreement in the prescribed Performa, with the department in the event of work awarded to me/us within specified time.

I/We have read the tender document carefully and under take to abide by the all terms and conditions enunciated there in Section-I Part-A.

Signature of Bidder
Name:
Address:

Telephone No:

Section-VII

PROFORMA FOR QUOTING RATES (PRICE BID)

Description of Work	Rate in Rs (Per month)	
	In figures	In words
Charges for Housekeeping / Maintenance / Catering service as per terms & conditions of the tender (Duty Hrs 06:00 AM to 10:00 PM) IQ at Telephone Exchange, Chhota Shimla (No. of Suits = 5 and Drawing (Common) Room=1)		
Charges for Housekeeping / Maintenance / Catering service as per terms & conditions of the tender (Duty Hrs 06:00 AM to 10:00 PM) IQ at North View (No. of Suits=3 and Drawing (Common) Room=1)		

Note:- 1. Service tax will be extra as applicable from time to time.

2. It is Mandatory that bidder has to apply for both the sections in a single bid.

Date:

Signature:

Name:

Address:

Section-VIII

DUTIES OF CARE TAKER

Daily cooking, catering, up keeping, maintenance i.e. change of bed sheets, bed covers, upkeep of pillows & cleaning of all items provided in the IQ carrying of luggage of visitors from room up to gate and vice-versa, provision of water to visitors. He will have to keep liaison to get the rooms/bathrooms of Inspection Quarter Home cleaned. He will be responsible for handling of keys of the room and for the safety and security of the items therein. He will hand over and take over the keys from each guest. Entries in register of Inspection Quarter will be got done . Availability of cooking gas, cable connection and Hindi & English newspaper. Any item/duty duly assigned by In charge of Inspection Quarter in addition to above.

Signatures of the tenderer

Section-IX

AUTHORIZATION FOR ATTENDING BID OPENING

To

**Chairman Tender Opening Committee
O/O GMTD Shimla.**

Ref:- GMTD Shimla NIT No -----

Dated-----

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

Order of preference
signature

Name

Specimen

1

2

Signature of Bidder.

Section-X

DRAFT OF AGREEMENT

(On Non-Judicial Stamp Paper of Rs.100/- only)

This Agreement made on _____ & effective from _____ between BSNL through GMTD Shimla or his authorized representatives herein called the Nigam one part and M/S _____ herein after called the contractor on the other part against NIT bearing No-1-072/2016-17/Genl/22 Dated 25-11-2016. The Nigam is desirous to execute the contract for House Keeping/Maintenance & Catering services in IQ at Telephone Exchange, Chhota Shimla and North View. The terms & conditions are as follows:-

1. The persons deployed/supplied for the services should be less than 50 years medically fit and neat and clean.
2. The persons deployed should have experience of cooking catering/maintenance of upkeeping of inspection quarter if the person remains absent or fails to do the allotted duties in the prescribed timing, the contractor will arrange substitute in the advance, failing which proportionate amount will be deducted from the security deposit and payable amount, if any.
3. The BSNL will not in any case be liable for providing employment or other facility given to the person at any time. The contractor should comply with all the provision of statutory obligations e.g. various labor laws and workmen compensation Act(PF/ESI etc.).
4. The BSNL will not be responsible for any dispute which arises between contractor and his employees.
5. The approved annual contract amount is Rs.------(Rs -----for IQ at T.E, Chotta Shimla & Rs.----- for IQ at North View) and rates shall be valid for period of one year from the signing of the agreement subject to deposit of security money of Rs.--- --/-(---/- for IQ at T.E. Chotta Shimla & Rs.----/- for IQ at North View). The period can be extended further for 6 months in a spell
 - (i) of three months at one time with mutual consent.
 - (ii) The BSNL reserves the rights to increase/decrease the job and tendered cost up to 25% on mutually agreed terms and conditions.
6. The payment of the bill duly verified by the controlling Officer will be paid when the bill is completed in all respects.
7. Income Tax/Service Tax etc. as applicable from time to time prescribed by the Govt. shall be recovered from the contractors bill.
8. The contractor will pay to the employees' wages at the rate not less than the minimum wages as notified from time to time binding on both the parties.
9. The contractor will make the payment to the contracted workers through RTGS/Online mode.
10. The Contractor Should be registered with Regional EPFO. The contractor should comply EPFO instructions regarding on line KYC & obtaining UAN for all contract labours/ Security guards
11. If there is any dispute of any kind in the interpretation of the clauses in the terms & conditions of the contract, matter will be referred to GMTD Shimla whose decision will be final and binding on both parties.
12. GMTD Shimla reserves the right to terminate the agreement without assigning any reason by giving one month notice.
13. The contractor will perform his duties from 6 A.M. to 10 P.M. for maintenance with deployment of adequate persons.

14. The contractor will ensure services without any complaint from guest/occupants and also from the incharge of the Inspection Quarter/SDE.
15. All the terms & conditions of Tender Document will form a part of this agreement.
16. If there is any damage to the property, furniture, fixture, utensils etc. of Inspection Quarter the cost of the damaged property will be deducted from the security deposit and bills of the contractor at the rates of original cost of items damaged. Similarly penalty @ 5% of amount of bill payable to contractor shall be imposed in case of improper services rendered and complaints lodged by incharge of Inspection Quarter.
17. Proper records of Inspection Quarter fixed charges recovered from guests/occupants from time to time and immediate deposited with office of G.M.T.D. Shimla will be maintained, failing which the same will be recovered from payable amount.

Signed, Sealed and delivered
By the said (for the Nigam)

Signed, Sealed and delivered
by the said (for the bidder)

(Witness) in the presence of

(Witness) in the presence of