



**BHARAT SANCHAR NIGAM LTD**

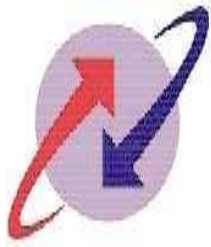
**O/O THE GENERAL MANAGER TELECOM DISTT. SHIMLA**

# **E-Tender Document**

**Tender for Providing Work Force for  
Multitasking Job Services in Shimla SSA**



*Connecting India*



**BHARAT SANCHAR NIGAM LTD**  
O/o General Manager Telecom, Distt Shimla-171009

**NOTICE INVITING TENDER**

**NIT No:- 002/566/2017-18/Tender/ Multitasking/Job Services /Plg/SML/06 Dated. 16.08.2017**

On behalf of the Bharat Sanchar Nigam Limited sealed Tenders are invited for “Providing Work Force for Multitasking Job Services in Shimla SSA” by GMTD Shimla as under:

Cost of tender document =Rs 590/- Date of Opening of Tender - 14.09.2017 at 15:00 hrs

Section	Name of work	Estimated Cost of work (Rs)	EMD (Rs)
SECTION-I	Providing Work Force for Multitasking Job Services in Shimla SSA under the jurisdiction of :- DE(Phone) / DE(Indoor) / DE(TX) SML / DET Shimla	4276421.00	106910.00
SECTION-II	Providing Work Force for Multitasking Job Services in Shimla SSA under the jurisdiction of :- DE(T) Rohru / DET Ranmpur / DET R.Peoo	2896930.00	72423.00

**Note:**

1. Intending eligible bidders may visit <http://www.tenderwizard.com/BSNL>.
  2. All the documents enumerated in **Clause no 15 of 'Request for EOI'** in the Tender Document should be scanned and uploaded on website <http://www.tenderwizard.com/BSNL> within the time period of bid submission.
1. **Eligibility Condition:** The contractor should have an experience of Providing the Work Force for Multitasking Job Services detailed in Annexure-A in BSNL/MTNL/DOT/any Central/ State Govt. PSU / Private Company during the last **Seven** years from the date of publication of the tender. The bidder should be capable to undertake all types of Services as per scope of works detailed in the Tender. The experience should be as under:
- I. Three similar completed works each costing not less than the amount equal to 40% of estimated cost of the Section/Sections for which he applies. OR
  - II. Two similar completed works each costing not less than the amount equal to 50% of estimated cost of the Section/Sections for which he applies. OR
  - iii. One similar completed works costing not less than the amount equal to 80% of estimated cost of the Section/Sections for which he applies.
- (a) Each section is taken as separate work for the purpose of quoting rates, depositing EMD & experience etc. A contractor is at liberty to apply for one or more than one section on the same tender document, but the required experience will be sum of experience of sections for which he applies. If more than one section is awarded to one contractor, he has to start the work simultaneously and complete the work in the time schedule given.
- (b) Documents establishing bidder's eligibility and qualifications in accordance with **Clause no 15 of 'Request for EOI'** in tender document. Tender Document containing detailed description of work can be had from SDE(Planning)o/o GMTD Shimla on a payment of Rs. 590/-(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 (Claim) % GMTD Shimla on or before date of opening of tender . The duly filled in Tender document, as per instructions, along-with prescribed bid security in form of a DD (Demand Draft) payable to AO (Claim) O/o GMTD Shimla should be submitted detailed as under :

- |                                               |      |                             |
|-----------------------------------------------|------|-----------------------------|
| Date/Time of Sale of Tender form              | till | 13.09.2017 upto 17:00 Hrs   |
| Date/Time of submission bid online (e-tender) |      | 14.09.2017 upto 14:30 Hrs . |
| Date/Time of submission bid (Hard Copy)       |      |                             |
| to AGM(Planning) O/o GMTD Shimla              |      | 14.09.2017 upto 14:30 Hrs . |
| Date of opening the tender:-                  |      | 14.09.2017 at 15.00 hrs.    |
2. Bid Security amount required to be attached with tender form & shall be in the form of crossed demand draft on any Scheduled Bank in favour of AO (Claim) 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. All the rules, terms & conditions are mentioned in the tender form.
  5. The GMTD Shimla reserves the right to accept/cancel the tender or any bid without assigning any reason, whatsoever.
  6. **Important Instruction to Bidders Regarding Online Tendering (E-Tendering) :**
    - (i) Bidder is required to have class 3 digital signature certificate (DSC).
    - (ii) Every bidder has to get himself registered on [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL). He has to pay online registration charges depending on his category to M/s ITI Limited ([tenderwizard.com](http://tenderwizard.com)) while having registration. The payment will be made online.
    - (iii) For Registration: open website [www.tenderwizard.com/BSNL](http://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) along with the documents you uploaded while having registration through email to [twhelpdesk680@gmail.com](mailto: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.
    - (iv) To request for tender documents and participate in tender, bidder has to request/apply online through [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL).
    - (v) 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.)
    - (vi) Bidder has to pay online registration fees to ITI Limited as prescribed at [www.tenderwizard.com/BSNL](http://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](http://www.tenderwizard.com/BSNL).  
The bid can only be submitted after uploading mandatory documents like Demand draft or Pay order or banker's cheque or BSNL payment slip for bid document cost and EMD in favour of Accounts Officer (Claim) O/o GMTD BSNL, Shimla , H.P.

**AGM (Planning)**  
**Shimla**  
**Phone no. 0177-2626344/**  
**Fax no. 0177-2622531**

**BID FORM**

**Tender No: 002/566/2017-18/Tender/ Multitasking/Job Services /Plg/SML/06 Dated. 16.08.2017**

To

AGM(Planning)  
O/o GMTD, BSNL Shimla (HP)

**Dear Sir,**

Having examined the conditions of contract and specifications including addenda the receipt of which is hereby duly acknowledged, we, undersigned, offer to **“Providing Work Force for the Multitasking Job Services in Shimla SSA”** in conformity with said conditions of contract.

We undertake, if our bid is accepted, we will execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document.

If our bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening (Qualifying Bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

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

Dated this \_\_\_\_\_ Day of \_\_\_\_\_

**Signature of authorized signatory**

In capacity of \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Signature

\_\_\_\_\_

**TENDERER'S PROFILE**



**General**

- 1. Name of the tenderer/firm \_\_\_\_\_
- 2. Name of the person submitting the tender whose photographs is affixed Shri/Smt \_\_\_\_\_

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

- 3. Address of the firm  
-----  
-----  
-----
- 4. E-mail Address -----  
-----
- 5. Tel No: (with STD code) (O) ----- (Fax) ----- (R) -----
- 6. Registration & incorporation particulars of the firm: i)  
Proprietorship ii)  
Partnership  
iii) Private Limited iv)  
Public Limited
- 7. Name of Proprietor/Partners/Directors -----  
-----
- 8. Tenderer's bank, its address and his current account number -----  
-----
- 9. Permanent Income Tax Number, Income Tax Circle -----  
-----
- 10. Infrastructural capabilities:
  - a. Capacity to rectify Cable faults -----
  - b. Capacity of engaging mazdoors per day -----
  - e. Particulars of vehicles available with the tenderer:  

Type of Vehicle(s)	Registration Number
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I/We hereby declare that the information furnished above is true and correct.

**Place  
Date**

## Request for EOI

### 1. Introduction

BHARAT SANCHAR NIGAM LIMITED (BSNL), a Public Sector Enterprise, 100% owned by Government of India, with the dominant market share in the Wire line Telephony, Wireless Telephony, Broadband & Internet services besides other data services like MPLS- VPN, Leased circuits etc. BSNL is the largest Internet Service Provider (ISP) of India. As a leading telecom player, BSNL controls a wide range of telecom infrastructure such as Main Exchange Buildings, RSU Exchange Buildings, Transmission Centre Buildings, BTS sites, billing centers, customer care centers etc. For more details about BSNL, please log on to [www.bsnl.co.in](http://www.bsnl.co.in).

### 2. Purpose of the EOI

BSNL (from here on BSNL means SSA Head or Competent Authority floating the EOI) intends to invite Expression of Interest (EOI) from interested parties for providing work force for “ **Providing Work Force for the Multitasking Job Services in Shimla SSA**” . After evaluation of EOIs, agreements will be entered with the successful party for a period of one year.

### 3. General requirement

BSNL intends to contract for “Providing Work Force for the Multitasking Job Services in Shimla SSA”. These may be required for different locations in Shimla SSA as per work order.

### 4. Eligibility of Bidders: -

- 4
- (I) Average Annual financial turnover during the last three years, ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the estimated cost
  - (ii) The contractor should have an experience of Providing Work Force for Multitasking Job Services enumerated in Annexure-A during the last **Seven** years from the date of publication of the tender. The bidder should be capable to undertake all types of Services as per scope of works detailed in the Tender. The experience should be as under:
    - (a) Three similar completed works **each** costing not less than the amount equal to 40% of the estimated cost.
    - OR
    - (b) Two similar completed works **each** costing not less than the amount equal to 50% of the estimated cost.
    - OR
    - (c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.
  - (III) The bidder should be registered for GST.

### 5. Financial Requirement :

#### **BID security**

- 5.1 The bidder shall furnish, as part of his bid, a bid security (EMD) as per NIT. No interest shall be paid by the BSNL on the bid security for any period, what so ever.
- 5.2 The bid security is required to protect the BSNL against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to Para 5.7.
- 5.3 Bid security shall be paid in the form of crossed demand draft issued by a scheduled bank, drawn in favour of Accounts officer (Claim) o/o GMTD SHIMLA, payable at SHIMLA or by cash deposited with AO (Claim) Shimla.
- 5.4 A bid not secured in accordance with Para 5.1 & 5.3 shall be rejected by the department as non-responsive.
- 5.5 The successful bidder's bid security will compulsorily be converted to part performance security deposit.
- 5.5 **The bid security shall be forfeited:-**
  - 5.6.1 If a bidder withdraws his bid during the period of bid validity specified in the bid document.
  - 5.6.2 If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the department.
  - 5.6.3 If the certificates and documents submitted with the bid are found to be false, fake.

**5.7 In case of successful bidders, if the bidder fails:**

- 5.7.1 To sign the agreement in accordance with tender condition.
- 5.7.2 To deposit performance security within 10 days of receipt of letter of intent.
- 5.7.3 If the document & certificate attached with the bid one found false or fake.
- 5.7.4 If the successful bidder fails to sign the agreement within stipulated period and does not execute work on issue of work orders.

**5.8 Performance Security :**

- 5.8.1 The supplier shall furnish balance security to the BSNL SHIMLA for an amount equal to 7.5% of the contract value 14 days from the date of acceptance of tender in shape of Bank Guarantee in favour of AO (Claim) % GMTD BSNL SHIMLA.& his EMD will also be converted into security deposit. Total performance security will be 10% of the contract value .Total performance security can be deposited in the shape of bank guarantee also & in such case EMD will be refunded.
- 5.8.2 The proceeds of the security shall be payable to the BSNL SHIMLA as compensation for any loss resulting from the bidder failure to complete its obligations under the contract.
- 5.8.3 The BSNL will discharge the performance security after completion of the tenderer performance obligations under the contract.
- 5.8.4 No interest will be paid to the contractor on the security deposit

**5.9 Bid prices**

- (i) The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding, freight and insurance in case of materials to be supplied and inclusive of all taxes and levies in case of works to be executed. The GST will be paid extra as per law. The offer shall be firm in Indian rupees.
- (ii) Prices shall be quoted by the bidder in Financial Bid online. The Prices quoted at any other place shall not be considered.
- (iii) BSNL shall be liable to revise the wages as per the wages fixed by Central 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.
- (iv) Discount, if any, offered by the bidders will not be considered unless they are specifically indicated in the schedule of rates (financial bid.) bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like discount, free supply, etc. into account. The service charges quoted by the bidder cannot have a negative value.

**5.10 Period of validity of bids**

- 5.10.1 Bid shall remain valid for 150 days from date of opening of the bid (qualifying bid). A bid valid for a shorter period shall be rejected by the department as non-responsive.
- 5.10.2 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 8 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.

**5.11 Signing of bid:**

- 5.11.1 The bidder shall submit, as part of his bid, the bid documents (in original) duly signed on each page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract. (Note: the tenderer is advised to keep a photocopy (at his own cost) of the bid documents for his own reference.)
- 5.11.2 The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed with date by the person or persons signing the bid.

5.11.3 The bidder should also sign on each page of documents/certificate attached with bid document failing which the bid is liable to be rejected.

**5.11.4 Opening of bids by the department:**

The BSNL shall open the bids in the presence of bidders or his authorized representatives who wish to attend, at the time **as per NIT** The bidder's representatives, who are present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening (a format is given in Annexure –C) A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.

**5.12 Clarification of bids by the BSNL:**

To assist in the examination, evaluation and comparison of bids, the GMTD SHIMLA 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.

**6.1 PRELIMINARY EVALUATION**

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

6.1.2 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 BSNL shall correct the total price. 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.

6.1.3 Prior to the detailed evaluation pursuant to clause 12, the BSNL 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 GMTD SHIMLA determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

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

6.1.5 The GMTD SHIMLA 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.

**6.2 Evaluation and comparison of substantially responsive bids:**

The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 6. The evaluation and comparison of responsive bids shall be on the basis of rates Offered / Quoted in the financial bid.

**6.3 Contacting the BSNL**

No bidder shall try to influence the department on any matter relating to its bids, from the time of bid opening till the time the contract is awarded. Any effort by the bidder to modify his bid or influence the department in the BSNL's bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid.

**6.4 Award of contract**

The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable. The work against the tender is for one year's requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between the BSNL and the contractor. The GMTD, reserve the right to extend for further period of **one year** on the same rates, terms & conditions and it will be binding to the



successful bidder.

#### **6.5 Signing of the contract Agreement: -**

The successful tenderer after depositing security deposit shall be required to execute an agreement on a non-judicial stamp paper of Rs 100/- at his own cost and in the prescribed Performa. In the event of failure of the tenderer to sign the agreement within specified time of being called upon to do so after the acceptance of the tender, the amount of Earnest Money shall be forfeited by the B.S.N.L.

#### **6.6 Settlement of claims for loses and damages**

In the matter or settling any claims for losses, damages, cost of expenses to which the department may be put by reasons of default of the contractor referred to above or the article of the agreements, decision of GMTD Shimla in writing will be final. Amount payable to the contractor whether arising out of this particular contract or out of any other transaction of contract whatsoever will be decided by GMTD Shimla and will be final.

#### **6.7 Termination of contract**

The GMTD Shimla has the right of terminating the contract either partially or Wholly at any stage without assigning any reason by giving one month notice in writing to that effect and shall not be liable to pay any compensation to the contractor, whatsoever it may be.

#### **6.8 ARBITRATION**

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

6.8.2. 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.

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

- (i) In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement
- (ii) There should not be a joint submission with the contractor to the sole arbitrator.
- (iii) Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- (iv) The onus of establishing his claims will be left to the contractor.
- (v) Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
- (vi) The "points of defense" will be based on actual conditions of the contract.
- (vii) Claims in the nature of ex-gratia payment shall not be entertained by the Arbitrator as these are not contractual.
- (viii) The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defense".
- (ix) 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.

#### **7 Agreement Period**

The agreement shall be valid for a period of one year and will be extended suo moto on same terms and conditions in step of six months subject to satisfactory performance during the previous period by the contractor. This is subject to extension of the Performance Bank Guarantee of same amount or enhanced amount as per the discretion of BSNL, one month prior to the end of the agreement.

#### **8 BSNL's right to vary quantum of work:**

- (a) The BSNL at the time of award of work under the contract, reserves the right to decrease or Increase the work by upto 25% of the total quantum of work without any change in the rates or other terms and conditions.

#### **9 Right**

- 9.1 The BSNL reserves the right to reject any application/ EOI for any reason, without assigning any reason and liability, the information provided by the contractor gathered by BSNL shall become BSNL's property even if application is rejected and can be used by BSNL in any manner, it deem fit.
- 9.2 The EOI can be modified/ withdrawn at any time without any information or notice to anyone.
- 9.3 The decision of BSNL will be final and binding on all the bidder.

#### **10 Penalty**

- 10.1 The contractor's representatives shall be responsible for calling the concerned officer in charge for the maintenance location both at the time of the starting as well as end of duty from the location. At any point if the contractor's representatives fail to do so, 5% of the monthly contract amount of that location will be deducted from their payment for every instance of such negligence on their part. In addition, if during any visit, the contractor's representatives are not found to be present at the time of duty, 10% of the monthly contract amount of that location will be deducted from their payment for every instance of such negligence on the part of the contractor. For all telecom maintenance locations for which the contract has been given to the contractor, BSNL reserves the right to monitor the provision of services at any time through Visits to the location. In case the service provided by the contractor is not found satisfactory, 10% of the monthly contract amount for that location will be deducted from their payment for every instance of such negligence on the part of the contractor.
- 10.3 In case the contractor fails to perform the jobs as provided in Annexure- A Job description, the penalty of 1% of the amount involved in work order will be charged for the delay of work for each and everyday up to seven days subject to the maximum penalty of 5% of the amount involved in work order after 7 days.

NB: Maximum Penalty as per clause 12.1 and 12.2 will be 30 % of the work order amount of the month. Instances stated in clause 12 above will be compulsorily reflected in the Experience Certificate to be issued to the contractor on the completion of agreement.

## 11. Payment of Bill:

- a) The payment will be made subject to availability of after submission of bills in Plg section O/o GMTD Shimla complete in all respects duly checked and verified by the SDE/DET concerned..
- b) All payments are subject to production of proper bills in duplicate (duly verified by SDE & DET concerned) by the contractor after observing usual BSNL procedure. Payment will be made by A.O. (Claim) BSNL O/o GMTD Shimla by RTGS/ECS/NEFT only in the name of the contractor.
- c) The contractor will submit the bills on monthly basis in the planning section duly verified by concerned SDE/DET. The monthly bills should be submitted by 1<sup>st</sup> week of next month on completion of monthly period along with photocopy of challans of deposit of GST claimed in his previous bills and EPF deposit challans if applicable against completed works in accordance with Terms & conditions of tender document to the work order issuing authority on monthly basis for completed works
- d) The monthly progress report / Site Register of each work Force duly verified by concerned JTO/SDE/DE shall be enclosed with the bills
- e) Any other tax imposed by State/Central Govt. will have to be borne by the contractor. Income Tax at the prevailing rate will be deducted from the running bills of the contractor.

## 12. General Terms and conditions: Commercial Terms & Conditions

- (i) The BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL.
- (ii) The BSNL reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- (iii) The BSNL reserves the rights to counter offer price(s) against price(s) quoted by any bidder.
- (iv) BSNL also reserves the right to award the work amongst more than one bidder.
- (v) Any clarification issued by BSNL, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
- (vi) The company reserves the right to change the terms of trade from time to time with notice period of 30 days.
- (vii) The company reserves the right to withhold or delay the payment for the contractor in case of any pending disputes.
- (viii) In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitrator appointed by BSNL.
- (ix) The BSNL's decision will be final on all matters relating to the business and will be binding on the contractor.
- (x) It will be the BSNL's endeavor to make the payment to the contractors as per the schedule, however this may stretch beyond the scheduled time only in case of delays in getting claims from the contractors or in case of incorrect claims.
- (xi) The payment to the contractors will be made through a cheque / ECS after deducting applicable taxes.
- (xii) All contractor's representatives will report to SSA Head/ competent Authority through the nodal officer appointed by SSA Head/Competent Authority..
- (xiii) All present, future & additional taxes /Lease/ duties etc. that may be levied by the govt. /Local authorities etc. will be borne by the contractors.
- (xiv) The contractor's representatives shall comply with all applicable laws, bye Laws, rules, regulations, orders, directions, notifications etc of the Govt./ Court/Tribunals and shall also comply with all directions issued by BSNL and provide BSNL with all information and cooperation that BSNL may reasonably require from time to time.
- (xv) The contractor's representatives have to fully cooperate with BSNL to investigate any complaint from the public/staff.
- (xvi) The contractor shall ensure provision of necessary safety devices tools/ kits. Etc required for discharge of services as mentioned at Annexure-A Job description at his own cost and shall recoup the same from time to time.
- (xvii) Contractor shall be liable for all payments of wages, Salary etc to its employees & shall comply with all statutory laws, Labour laws rules, relating to employment, wages, PF, ID, act etc.

- (xviii) The Contractor shall be liable for any theft, sabotage etc. of BSNL property and the damages/losses if any will be recovered from the contractor. The contractor shall report any such incident to the site incharge immediately.
- (xix) The Contractor agrees to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:
  - (a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party; or
  - (b) Any breach of the terms and conditions in this agreement by Contractor
- (xx) This clause shall survive even on the termination or expiry of this agreement.
- (xxi) BSNL Shall not be liable for any act of commission or omission of any third party. The Contractor's representatives will have to abide by the policy rules, regulations & instructions of BSNL as revised/modified from time to time, without any prior notice to the Contractor in respect of all matters including security deposit / PBG, payment to the contractor etc.
- (xxii) The contractor will be bound by all the aspects and legal issues relating to the labour Laws.

**13. SPECIAL TERMS AND CONDITIONS OF THE CONTRACT:-**

- a. The BSNL reserves the right to terminates the contract & forfeit the security deposit if the contractor fail to pay minimum wages (as per the prevailing govt. rates) & other statutory benefits like EPF to the labourer.
- b. The BSNL reserves the right to disqualify such bidders who have a record of not meeting Contractual obligations against earlier contracts entered into with the BSNL.
  - (i) The BSNL reserves the right to black list a bidder for a suitable period in case he fails to comply with contractual obligation.
  - (ii) The BSNL reserves the rights to counter offer price (s) against price (s) quoted by any bidder.
  - (iii) Any clarification issued by BSNL, in response shall to query raised by prospective bidders and it form an integral part of bid documents relevant clauses may amount to amendment of of the bid documents.

- (iv) Tender will be evaluated as a single package of all the items given in the price schedule.
- (v) The contractor will supply the manpower as per the work order issued to contractor by BSNL.
- (vi) Any increase in Wages as per the minimum wages by Govt. time to time will be borne by the BSNL. The contractor will prepare the bills accordingly and charge the service charges per person per month. Service charges will remain fixed.
- (vii) Present wages have been calculated minimum wages fixed by Govt.(Detail enclosed as ANNEXURE-D
- (viii) All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of by the Divisional Engineer or Site Engineer in-charge of work site who shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.
- (ix) The contractor will not be allowed to execute the work beyond the approved amount for the tender. Beyond this the concerned SDOP/SDOT will have to take prior approval for additional work to be got executed by the contractor during the validity of contract. The contractor will have to deposit additional security @ 10% additional amount approved for enhancement work and tender cost or may be recovered from running bills.
- (x) (a) The work order will be issued by AGM (Planning) O/o GMTD Shimla .
- (b) Contractor or his authorized representative will collect the work order otherwise work order will be dispatched by registered letter and the local correspondence address of the contractors and date of dispatch will be considered as date of delivery. BSNL will not be responsible for delay or non-delivery of work order.
- (c) The contractor will have to submit the name, contact number, FAX no. and address of his authorized representative in this office as well as executing authority at the time of execution of agreement or his authorized representative must be available at HQ of concerned SDE/SDO during office hours to accept work orders from various units in written or telephonically . This is essentially required to restore the services in minimum time.
- (d) Contractor will be responsible for immediate refilling of trenches/pits properly after the work is completed so that no damage occurs to any vehicles or pedestrians passing by. Any warning light signal, road lamps at night at his cost at both sides of the trench and protect it properly. Surplus earth and road spills must be removed within 48 hours of the Completion of the work and as per satisfaction of the local authorities concerned.
- (xi) BSNL shall be liable to revise the wages as per the wages fixed by Central 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.
- (xii) The contractor shall not cause or permit any nuisance at the site or do anything which shall cause unnecessary disturbance / inconvenience to the employee. The contractor should ensure that workers are well behaved, properly dressed and should not have the habit of alcohol drinking. If any of the worker found in drunken state during the duty period, the contract will be liable to terminated in addition to police action against the earring worker.
- (xiii) The contractor shall be responsible for making suitable arrangement for boarding and lodging for the workers at his cost and Deptt. has no liability in this regard.
- (xiv) All the material like soap, phenyl, broom etc. required for Safai work is to be provided by the contractor himself.

#### **14.EOI submission:-**

##### **14.1 Method of preparation of bid:**

- (i) Bid for each tender should be submitted in Single **envelope** containing Bid security as per NIT and documents as per clause 4 and 15 of EOI.
- (ii) Tender should be submitted online on the website <http://www.tenderwizard.com/> BSNL and all the uploaded documents except the price bid shall be deposited in a tape sealed envelope to **AGM(Planning) O/o GMTD Shimla SDA Complex Block-35 Kasumpti Shimla-9**. The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.
- (iii) Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the e-tender is opened.

**Postponement of tender opening:** whenever it is considered necessary to postpone the opening date of tenders, quick action must be taken and communicated to the tenderers who have purchased the tender documents and shall be at least one day before the original date of opening. The reasons for postponing the tender shall be recorded in writing. Such notice of extension of date of opening shall also be put-up on the notice board and also published in the news papers in which original NITs have been published. If the date of opening of bids is declared as holiday, the bids will be opened on the next working date at the same time & venue.

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

**Late bids:**

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

**14. Modifications and withdrawal of bids:**

14.1 The bidder may modify or withdraw his bid after submission and before opening, provided that the intimation is deposited by the bidder in a properly sealed envelope (with packing PVC Tape) to AGM (Planning) before the scheduled time & date for closing of tender.

**15. List of documents to be submitted along with EOI :** List of the Documents to be submitted in qualifying bid envelope:

1. Attested copies of Experience certificates issued by the competent authority as per Clause no. 4 of the EOI.
2. Tender document (s), in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
3. (i) Attested copy of certificate incorporation of Firm in case of Ltd. Company. OR  
(ii) The affidavit of Sole Proprietorship in case of Proprietary Concern. OR  
(iii) Attested copy of Partnership Deed in case of partnership concern.
4. Solvency certificate from the banker of the tenderer- upto works costing ` 20 lacs- ` 2 lacs: for works costing more than 20 lacs – 5 lacs. The solvency certificate shall not be older than two previous financial Years.
5. Copies of annual financial turnover for the last three years ending 31st of March of previous financial year. 2014-15, 2015-16 and 2016-17 Bid form, duly filled in, as per Page No. 5.
6. Demand Draft of towards Tender document fee/EMD as per NIT in favour of Accounts Officer (Claim) BSNL O/o GMTD SHIMLA payable at SHIMLA.
7. Authority letter in case of authorized representatives of a firm as per annexure-C
8. Declaration as per NIT in respect of downloaded document that nothing has been tampered.
9. Tenderer's profile, duly filled in as per Page .6 of the tender document.
10. Original power of Attorney duly notarized in case person other than the tenderer has signed the tender documents.
11. Attested copy of GST registration & PAN No.
12. Attested copy of registration with EPF authorities.
13. Registration of firm, partnership deed, in case of partnership firm or sole proprietary certificate
14. An undertaking to be submitted by the bidder about the genuineness and correctness of all documents and certificates submitted along with the bid
15. An undertaking on affidavit that the bidder is capable to undertake all types of Services detailed in the Scope of Work in the tender document

## Annexure-A

### DETAILS OF MULTITASKING JOB SERVICES

The works to be executed under the contract shall conform to the standard prescribed by BSNL through the manpower engaged. The manpower may be assigned the multi tasking activities as under:-

1. Erection of all types of Tubular posts including digging & fitting
2. Digging out post complete.
3. Fixing of straight angle and across stays including digging holes.
4. Dismantling of stay including digging of holes
5. Fitting/Unfitting brackets
6. Fixing of Insulators.
7. Dismantling/replacing of insulators
8. Erection of Iron wires.
9. Dismantling of Iron wires
10. Straightening of tilted posts.
11. Erection of D/W with accessories
12. Erection of D/W without accessories
13. Relabeling of Existing Iron Wire
14. Erection of O.H.Cable of 5 P`/10 P`/ 20 P`/ 50 P`
15. 10/20 Prs. DP Fitting
16. Erection of 5/10/20 Prs internal DP
17. Dismantling of old Drop Wire
18. Pulling of drop wire through conduit pipe at subs premises.( Average length10M per connection)
19. 6 Pair multi wire PVC fitting for 103(1+1) Plan instruments
20. Digging out trial trenches & refilling (Kutchu/ Pucca)
21. Digging pits & refilling ( sizes 3`x3`x4` & 4`x4`x6 ` )
22. Assistance work to C/S for Opening of the joints clearing the cable pairs and helping the C/S during cable pair jointing.
- 23(i) Cable laying short length 1M Depth (Kutchu & Pucca)
- (ii) Cable laying short length 1.5M Depth (Kutchu & Pucca)
24. Repair of Broken G.I.Wire
25. Repair of Broken Drop Wire
26. Any other work that may be incidental and related to proper Mtce , upkeep & up-gradation of External Plant .
27. Dismantling and Erection of post with complete accessories
28. Digging of pits for cable jointing
29. Dismantling of ARIAL OFC.
30. Laying of AOFC.
31. Clamping of OFC with retaining wall with steel clamps at 30 cm on posts
32. The contractor would provide services for full day of each working day during working hours i.e. 10:00 to 1800 hrs for efficient completion of job entrusted.
33. The contractor will intimate his and his representative's local address and contact telephone number.
34. Upkeep of vendor invoices and IP invoices. Keeping record of IP and vendor payments in registers.
35. Keeping record and sending fax /mail of various Official reports to field units
36. Regular cleaning, mopping & dusting of office furniture doors, windows, ventilators, rack, switch board, PCs, telephones and other office equipments etc so as to maintain general cleanliness and hygiene in office. Contractor should ensure that all such work should be completed before 10:00 a.m. on working days.
37. Serving of tea, coffee, water etc. during the routine office hours and during meetings to the officers and other official visitors/representative.
38. Photocopying, making sets of reports and other general office documents.
39. The personnel should be able to read and write English & Hindi . The nature of services shall include carrying out all functions generally performed in the government offices by attendants and such other duties as may be assigned to him/her.
40. Storage of fresh drinking water and serving to staff and visitors.
41. Transmission of office documents on fax machine.
42. Writing addresses on the envelopes, putting official letters/documents therein for dispatch and delivery.

- 43 Distribution of dak to various offices of under the jurisdiction of GMTD Shimla, the contractor will arrange his own conveyance.
- 44 Distribution of office dak & files of general nature among the officers.
- 45 Handling of documents including sorting, storing properly in racks/storage space under supervision.
- 46 Movement of files from one office to another within a time period not more than 15 minutes during office hours.
- 47 Any Other work that may be assigned from time to time.
- 48 Sorting & arranging of CAFs
- 49 Attending customer complaints at help desk
50. Cleaning Work of Toilets & Bathrooms : The contractor will have to make arrangement for daily cleaning of toilet, corridors, floor of the bathroom at 9:00 hrs. before the office starts. The time may vary on the requirement of offices & locations. During the day time the cleaning work may have to be got done at least twice or more than that as per requirement. All the material like soap, phenyl, broom etc. required for this job will be supplied by the Contractor.
51. Sweeping & cleaning work of campus: The contractor will have to make arrangement for daily sweeping, cleaning the campus with broom, collect the all garbage and put it out of campus at the right place. This work may be done before office hours.



**Quantum of work for Multitasking Job Services in Shimla SSA (Station wise detail)**

SN	Division	Sub division/Unit	Manpower to be provided	Tribal/Non Tribal	Job Description
1	DE (O/D) SML	SDOP-I SML	2	Non Tribal	Multitasking Job Services in Shimla SSA
2		SDOP-II SML	2	Non Tribal	
3		SDOP-III SML	2	Non Tribal	
4		SDOP-IV SML	2	Non Tribal	
5	DE(T) SML	SML -T	4	Non Tribal	
6		Ghanahatti	2	Non Tribal	
7		Theog	3	Non Tribal	
8		Kotkhai	1	Non Tribal	
9		Chopal	1	Non Tribal	
10	DE(Tx) SML	SDE(Tx) SML	5	Non Tribal	
11	DE(I/D) SML	SDE(OCB) SML	1	Non Tribal	
12	AGM (CM)	SDE (Comm-CM)	2	Non Tribal	
13	DE(T) RHU	Rohru	3	Non Tribal	
14		Jubbal	2	Non Tribal	
15	DE(T) RMB	Rampur	3	Non Tribal	
16		Nirmand	3	Non Tribal	
17		Thanedhar	3	Non Tribal	
18		SDE(Tx) RMB	2	Non Tribal	
19	DE(T) R.Peoo	Reckong Peo	2	Tribal	
20		Pooh	1	Tribal	
21		SDE(Tx) R.Peoo	2	Tribal	
22	AGM (PIg)	SDE(PIg)	1	Non Tribal	
23	CAO/IFA	Accounts Section	1	Non Tribal	
24	AGM(Sales)	SDE (Sales)	1	Non Tribal	
25	AGM(Admn)	SDE (Genl)	1	Non Tribal	
<b>TOTAL</b>			<b>52</b>		

**Note:** It is in the jurisdiction of GMTD Shimla the Station / Quantum of work can be changed as per requirement of BSNL.

**AGREEMENT FORM**

The successful tenderer shall have to execute the following agreement :

**This agreement made on this \_\_\_\_\_ day of (Month \_\_\_\_\_ year)**  
**\_\_\_\_\_ between**

M/s

\_\_\_\_\_ herein after called

“The Contractor” (Which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the BSNL, of other part. Whereas the contractor has offered to enter into contract with the BSNL for the execution of work of Providing Work Force for Multitasking Job Services in Shimla SSA jurisdiction on the terms and conditions herein contained and the rates approved by the BSNL (copy of Rates annexed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits. Now, in the presence of the witness, it is hereby agreed and declared by and between the parties as follows :-

- 1) The contractor shall, during the period of this contact that is to say from .....to .....or completion of work for Rs \_\_\_\_\_(in words) \_\_\_\_\_whichever is earlier or until this contact shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all trenching (HDD/open trenching),pipe laying, cable blowing, joint chamber preparation, fixing, painting and sign writing of route indicators and other associated work as described in tender documents (annexed to the agreement), when the BSNL or (the GMTD SHIMLA) or any other persons authorized by the GMTD SHIMLA in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirement as demanded by exigencies of service.
  - b. The NIT (Notice Inviting Tender), Bid document, letter of acceptance, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.
  - c. The contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.
  - d. The contractor hereby declares that nobody connected with or in the employment of the BSNL is not/shall not ever be admitted as partner in the contract.
  - e. The contractor shall abide by the terms and conditions, rules, guidelines, construction Practices, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.
  - f. The contractor shall ensure the compliance of all applicable labour laws from time to time.

Above written

**Signed sealed & Delivered by**

**Signed & Delivered on behalf the BSNL the**

**the above named Contractor**

**Witness:**

In the presence of

Witness:

SDE(Planning)

18

Signature/Seal of Tenderer

**Annexure-C**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

Tender No \_\_\_\_\_ Date: \_\_\_\_\_

Subject: Authorization for attending bid opening on \_\_\_\_\_ Date \_\_\_\_\_ in the tender  
of \_\_\_\_\_.

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

Order of preference	Name	Specimen Signature
I		
II		
Alternate Representative		

**Signature of bidder**

Or

Person 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 submitted to chairman of TOC.

**Financial Bid**

**NIT No:- 002/566/2017-18/Tender/ Multitasking/Job Services /Plg/SML/06 Dated. 16 08.2017**

**Name of Work: "Providing Work Force for the Multitasking Job Services in Shimla SSA"**

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein. Specifications of work etc. we the under signed offer to execute the subject cited work in conformity with the said specifications and conditions of contract at the Service charges on the fixed wages to be paid to Manpower engaged for the Multitasking Job Services in Shimla SSA

Name Address & Office No. of Bidder				
	For Non Tribal Location		For Tribal Location	
	Figures (Rs)	Words	Figures (Rs)	Words
Service Charges Per month per person on the scheduled rates of Annexure-D				

If our bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this bid for a period of 150 days from the date of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Rates quoted must be inclusive of all taxes and duties excluding GST. GST will be paid extra as applicable. Any increase/decrease in minimum wages as per Govt notification will be borne by the BSNL. However service charges will remain fixed throughout the contract period.

1. The quoted rates should be inclusive of all levies and duties, except GST which will be paid extra as applicable.
2. The rates must be quoted in figures as well as words.
3. There should be no overwriting/correction. Correction, if any, must have full signatures.
4. The tenderer / representative should sign on all the pages of bid document.
5. No TA/DA is admissible to the person attending the bid.

**Annexure-D**

A. Wages to be paid to Multitasking Personnel as per Minimum Wages Act (For Non Tribal Locations):

S.N.	Description	Multitasking Personnel
1	Basic Pay	9334/-
2	EPF@13.16%	1228/-
4	Total	10562/-

B. Wages to be paid to Multitasking Personnel as per Minimum Wages Act (For Tribal Locations):

S.N.	Description	Multitasking Personnel
1	Basic Pay	11667.50
2	EPF@13.16%	1535.44
4	Total	13303/-

1. GST as applicable will be paid extra.