

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
O/o General Manager Telecom District MANDI (HP)

NOTICE INVITING TENDER

Tender No: GMTD/MND/CM/Rigger/2015-16/1

Dated 19.05.2015

Properly Wax/TAPE Sealed tenders are invited by the GMTD Mandi (HP) for "The supply of services of Riggers" for Mandi SSA. The detail of estimate and quantum of work is as follows:-

Name of the Work	Duration	Quantity	Estimated Cost	Earnest Money
Services of Rigger	One Year	1 (ONE)	Rs.2,10,000/-	Rs.5,250/-

1. **Eligibility of the Bidder:**

(a) The bidder should have experienced riggers having experience of work related to Mobile communication towers under any Govt. Organization (Central/ State/ PSU), License Telecom services provider, Telecom equipment supplier Vendors like M/s Ericsson, NSN, ITI, ZTE, Infra Provider, Telecom Turnkey vendors, etc for at least one year during last four financial years up to March 2014 i.e. 1/04/2010 to 31/03/2014.

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

Tender Document containing detailed description of work can be had from DE(CM) O/o GMTD Mandi on payment of Rs. 569/- (Rs. Five Hundred sixty Nine Only), non refundable, on all working days from 22-05-2015 to 12-06-2015 between 11:00 hours to 15.00 hours. The payment for tender document will also be accepted in the form of Cross Demand Draft drawn on any scheduled bank in Mandi in favour of AO (Cash) O/o GMTD Mandi. The tender document can also be downloaded from the website of HP Telecom Circle (www.hp.bsnl.co.in) and the downloaded copy shall be considered valid for participation in the tender process. In case tender document is downloaded from the web site, cost of bid document (Rs 569/-) shall be deposited along with EMD.

The duly filled in Tender document, as per instructions, along-with prescribed bid security of Rs.5,250/- (Rs Five Thousand Two Hundred Fifty only) in the form of a DD (Demand Draft) payable to AO (Cash) O/O GMTD Mandi BSNL , should be dropped in the tender box available in the office of DE (CM) o/o GMTD Mandi on 15-06-2015 up to 1500 hrs.

Sale of Tender form : 22-05-2015 to 12-06-2015 up to 1500 hrs.
Date of submission of tender: 15-06-2015 up to 1500 hrs.
Date of opening the tender: 15-06-2015 at 1530 hrs.

2. Bid Security for the bid is Rs.5,250/- (Rs Five Thousand Two Hundred Fifty only) required to be attached with tender form & shall be in the form of crossed demand draft on any Scheduled Bank in favor of AO (Cash). Tender without Bid Security shall not be entertained.
3. In case the last date of submission/opening of the tender happens to be a holiday, the next working day shall be treated as date of submission/opening of tender, if not mentioned otherwise.
4. The tender will not be opened if it is not wax/ Tape sealed.
5. All the rules, terms & conditions are mentioned in the tender form.
6. The GMTD Mandi reserves the right to accept/cancel the tender or any bid without assigning any reason, whatsoever.

DE (CM)
O/o GMTD Mandi

Instructions to Bidders

A. Introduction

1. Definitions:-

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

2. ELIGIBLE BIDDERS:-

- 2.1. The bidder should have experienced riggers having experience of work related to communication towers under any Govt. Organization (Central/ State/ PSU), License Telecom services provider, Telecom equipment supplier Vendors like M/s Ericsson, NSN, ITI, ZTE, Infra Provider, Telecom Turnkey vendors, etc for at least one year during last four financial years up to March 2014 i.e. 1/04/2010 to 31/03/2014. A certificate of satisfactory performance of riggers issued by not below the rank of Divisional Engineer or equivalent rank to this effect should be enclosed. The certificate should clearly mention issue date and the period for which certificate is being issued.
- 2.2. Documents establishing bidder's eligibility and qualifications in accordance with Clause No. 10 of Section-II

3. COST OF BIDDING:-

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

B. THE BID DOCUMENTS:-

4. BID DOCUMENTS:-

4.1. The services required, bidding procedures and contract terms are prescribed in the Bid documents. The Bid Document includes:

- I. Tender Notice
- II. Instruction to Bidders
- III. General Conditions of the Contract
- IV. Special Conditions of Contracts
- V. Schedule of requirement
- VI. Information about tenderer
- VII. Price schedule
- VIII. Performance security bond form
- IX. Letter of authorization to attend Bid Opening.
- X. Bid Form
- XI. Copy of work agreement.
- XII. Check List

4.2. The bidder is expected to examine all Instructions, forms, terms and specifications in the Bid Documents, Failure to furnish all the information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Document in every respect will be at the bidder's risk and can result in rejection of the Bid.

5. CLARIFICATION OF BID DOCUMENTS:-

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

6. AMENDMENT OF BID DOCUMENTS :-

6.1. At any time prior to the date of submission of bid, the purchaser may, for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.

6.2. The amendments shall be notified in writing or by telex or FAX to all prospective bidders on the address intimated at the time of

purchase of bid document from the purchaser and these amendments will be binding on them.

- 6.3. In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the Purchaser may, at its discretion extended the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS:-

7. DOCUMENTS COMPRISING THE BID:-

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

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

8. BID FORM:-

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

9. BID PRICES:-

- 9.1. The bidder shall give total composite price inclusive of all levies and taxes (but excluding Service Tax). The unit price and other components need to be indicated against the services proposed to supply under the contract as per price schedule given in Section VII in Indian Rupees.
- 9.2. Prices indicated on the Price Schedule shall be entered in the following manner;
 - (i) The rates should be inclusive of all taxes (Excluding Service tax), EPF etc.
 - (ii) The bidder shall quote as per price schedule given in Section VII for all the items given in schedule of requirement.
- 9.3. The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

- 9.4. The unit price quoted by the bidder shall be in sufficient detail to enable the purchaser to arrive at prices of services offered.
- 9.5. Discounts, if any, offered by the Bidders shall not be considered unless they are specifically indicated in the Price Schedule. Bidders desiring to offer discount shall, therefore, modify their offers suitably while quoting and shall quote clearly net price taking all such factors like discount, free supply, etc. into account.
- 9.6 Bidder must provide name and address of at least two experienced riggers along with experience certificate of riggers.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS :-

- 10.1 The bidder shall submit the Bid Security of Rs.5,250/- (Rs Five Thousand Two Hundred Fifty only) for the bid, in the shape of Demand Draft, drawn in favour of AO (Cash) O/o GMTD Mandi.
- 10.2 The bidder should have experienced riggers having experience of work in the field of Mobile communication towers under any Govt. Organization (Central/ State/ PSU), License Telecom services provider, Telecom equipment supplier Vendors like M/s Ericsson, NSN, ITI, ZTE, Infra Provider, Telecom Turnkey vendors, etc for at least one year during last four financial years up to March 2014 i.e. 1/04/2010 to 31/03/2014. A certificate of satisfactory performance of riggers issued by not below the rank of Divisional Engineer or equivalent rank to this effect should be enclosed. The certificate should clearly mention issue date and the period for which certificate is being issued. Bidder must provide name and address of the at least two experienced riggers along with experience certificate of riggers.
- 10.3 Certificate of incorporation in case bidder is a company and Article of Memorandum of Association if the bidder is a partnership from Partnership deed.
- 10.4 The tender document in original duly filled in and signed by the bidder or his authorized representative along with seal on each page. All corrections and over-writings must be initialed with date by the bidder or his authorized representative. In case where tender document signed by the authorized representative of the firm, the copy of authorization letter must be submitted.
- 10.5 Registration particulars with EPF commissioner duly attested .
- 10.6 The Bid document, if downloaded from internet should be deposited with Bid cost of Rs.569/- (Rs. Five Hundred Sixty Nine Only) along with EMD/

Bid security. The downloaded Bid document shall not have difference from the document supplied by this office. Any difference, if found shall cause rejection of bid and shall be sole responsibility of the bidder. An affidavit of **“No deletion and addition”** may be attached in such cases.

10.7 Copy of PAN Number duly attested.

10.8 Service Tax registration certificate duly attested.

10.9 If valid documents as listed at S No - 10.5 and 10.8 are not available with the bidder, then an undertaking shall be submitted that these documents will be ensured by the bidder before entering into agreement. Bidder will continue to have valid licenses/ registration until the completion of the contract.

10.10 Affidavit regarding no relative working in BSNL.

11. DOCUMENTS ESTABLISHING THE CONFORMITY TO BID DOCUMENTS :-

11.1 Pursuant to Clause 7, the bidder shall furnish as part of his bid documents establishing the conformity of his bid to the Bid document of all services which he proposes to provide under the contract.

11.2 The documentary evidence of the ‘services’ in conformity to the Bid Documents may be in the form of literature, drawing, data and the bidder shall furnish:

(a) A detailed description of the services essential for technical and performance characteristics.

(b) A clause by clause compliance on the purchaser’s Technical specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical specification and Commercial Conditions. In case of deviations, a statement of deviations and exceptions to the provision of the Technical Specifications and commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of Technical Specification, Commercial Conditions and special conditions shall not be considered.

11.3. For purpose of compliance to be furnished pursuant to clause 11.2 (b) above the bidder shall note that the standards for workmanship, material and equipment and reference to brand names or catalogue number, designated by the purchaser in its Technical Specifications are intended to be descriptive only not restrictive.

12. BID SECURITY (EARNEST MONEY):

- 12.1. Pursuant of Clause 7 the bidders shall furnish as part of his bid, a bid security as given in NIT. The bidders (Small Scale Unit) who are registered with National Small Scale Industries Corporation under Single Point Registration Scheme are exempted from bid security up to the amount equal to their monetary limit. In case of bidder, having monetary limit as no limit, the exemption will be limited to Rs. 50,00,000/- (Rs. Fifty Lacs Only) as per the existing policy of Bharat Sanchar Nigam Limited. A proof regarding current registration with NSIC for the tendered items will have to be attached along with the bid.
- 12.2. The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to Para 12.7.
- 12.3. The bid security for the amount mentioned in clause 2 of NIT shall be in the form of a Demand Draft from any scheduled bank payable at Mandi, in favour of the AO (Cash). Bid security in any other form is not acceptable. Any Small Scale Industry/ Firm claiming exemption from the payment of bid security should submit the copy of the current registration with National Small Industries Corporation (NSIC) for the tendered items.
- 12.4. A bid not secured in accordance with Para 12 shall be rejected by the purchaser as non-responsive at the bid opening stage and returned to the bidder unopened.
- 12.5. The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by the Purchaser, pursuant to clause 13.
- 12.6. The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily pursuant to clause 27 and furnishing the performance security.
- 12.7. The bid security may be forfeited:
 - (a) If a bidder withdraws his bid during the period of bid validity specified in the Bid form or
 - (b) In the case of successful bidder, if the bidder fails:
 - (i) To sign the contract in accordance with clause 28 or
 - (ii) To furnish performance security in accordance with clause 27.
- 12.8 In both the above cases, i.e. 12.7 (a) and (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of LOI. The bidder will not approach the court against the decision of BSNL in this regard.

13. PERIOD OF VALIDITY OF BIDS :-

- 13.1. Bid shall remain valid for 150 days from the date of opening of bids prescribed by the Purchaser, pursuant to clause 19.1. **A bid valid for a shorter period shall be rejected by the Purchaser being non-responsive.**
- 13.2. In exceptional circumstances, the Purchaser may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

14. FORMAT AND SIGNING OF BID:-

- 14.1. The Bid shall be typed or printed and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power of attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.
- 14.2. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.
- 14.3 **POWER OF ATTORNEY IN FAVOUR OF PERSON SIGNING THE BID:**
- (i) The power of attorney should be submitted and executed on the judicial stamp paper of appropriate value as prevailing in the respective state(s) and the same be attested by Notary public or registered before sub-Registrar of the states(s) concerned.
 - (ii) The power of Attorney is executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ Institution/ Body Corporate.
 - (iii) In case of the bidder being a firm, the said power of attorney should be executed by the entire partner (s) in favour of the said attorney.

D. SUBMISSION OF BIDS:-

15. SEAL AND MARKING OF BIDS :-

15.1. The Bid comprising various parts as indicated in clause 7 and 14 of this section will be submitted in two inner envelopes and marked as indicated below. The two envelopes will be further packed in an outer envelope wax sealed and marked as indicated below:

(i) The first inner envelop will contain documents as listed in part (a), (b), (c), and (d) of the bid document as per clause-7, Section-II. This envelope shall be marked as **‘Technical Bid’**.

15.2 The Second envelope dully marked as **“Financial Bid”** shall contain the price schedule i.e. Section-VII of bid document dully filled & signed by the authorized representative.

15.3 Both the wax sealed envelopes shall be packed in a larger good quality paper envelope, duly wax sealed, and shall be addressed to the purchaser at the following address:

DE(CM), O/o GMTD, BSNL, Mandi (HP) -175001.

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

16. SUBMISSION OF BIDS:-

16.1 Bids must be received by the BSNL at the address specified under para 15.3 above, not later than the scheduled time of submission as indicated in the NIT or

16.2 The Bids can be dropped in the tender box kept in the Office of DE (CM) O/o GMTD BSNL Mandi by the scheduled time of submission as indicated in NIT.

16.3 BSNL may at its discretion, extend this deadline for the submission of bids by amending the Bid Document in accordance with Clause 6 of this Section, in which case all rights and obligations of the BSNL and Bidder

previously subject to the deadline will thereafter be subjected to the deadline as extended.

17. LATE BIDS:

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

18. MODIFICATION AND WITHDRAWAL OF BIDS:

18.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15 of this Section. A withdrawal notice may also be sent by telex/ Fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

19. OPENING OF BIDS BY PURCHASER:-

19.1 The purchaser shall open the technical bids submitted by all the bidders in the presence of bidders or his authorized representatives who choose to attend on the due date and time. Bidder's representatives, who are present, shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (A format of the Authority Letter is given in Section-IX).

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

19.3 The tender opening committee will check all documents submitted in the technical bids. The "Financial Bids" will be opened only after evaluation of technical bids by TOC.

19.4 The bidder names, bid prices, modifications, bid withdrawals and such other details as the Purchaser, at its discretion, may consider appropriate; will be announced at the opening.

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

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

20. CLARIFICATION OF BIDS:

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

21. PRELIMINARY EVALUATION:-

- 21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity the unit price shall prevail and the total price shall be corrected by the Purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Bidder does not accept the correction of the errors, his bid shall be rejected.
- 21.3 Prior to the detailed evaluation, pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid documents. For purpose of these clauses, a substantially responsive bid is one which confirms, to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.4 A bid determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.

22. EVALUATION AND COMPARISATION OF SUBSTANTIALLY RESPONSIVE BIDS:

- 22.1. The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2. The evaluation and comparison of responsive bids shall be made on the basis of total package as per note 4 of Section-VII (Price Schedule).

23. CONTACTING THE PURCHASER :-

- 23.1. Subject to clause 20 no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the opening till the time the contract is awarded.
- 23.2. Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract awarded decisions shall result the rejection of the bid.

24. AWARD OF CONTRACT:

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

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

- 25.1 BSNL will have the right to increase or decrease up to 25 % of the quantity of services specified in the schedule of requirement without any change in unit price or other terms and conditions at the time of award of contract or up to 25 % of the additional quantity of services contained in the running tender/ contract can be ordered within twelve months from the date of agreement at the same rate or a rate negotiated (downwardly) with existing vendor considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes, etc and supplies to be obtained within delivery period scheduled a fresh.
- 25.2 In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supply of services from the existing contractor, the purchaser reserve the right to place repeat order up to 50 % of the quantities of services contained in the running tender/ contract within a period of twelve months from the earliest date of acceptance of letter of intent at the same rate or a rate negotiated (downwardly) with the existing contractor considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

- 25.3 The tender awarded shall generally remain valid for a period of one year. BSNL reserves the right to extend the tender for maximum one year on the same rates, terms and conditions as per bid document and it will have binding upon the bidder.
- 25.4 With the increase in quantum of work (i.e. 50%) in case of extension of tender (up to one year maximum), the estimated cost will increase proportionately.

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

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

27. ISSUE OF LETTER OF INTENT:

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

28. SIGNING OF CONTRACT:

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

29. BARRING FOR FUTURE WORKS:

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

30. ANNULMENT OF AWARD:

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

31. IMPORTANT CONDITIONS:

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

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

SECTION – III
GENERAL CONDITIONS OF CONTRACT

1. APPLICATION:

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

2. STANDARDS:

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

3. PATENT RIGHTS:

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

4. PERFORMANCE SECURITY:

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

5. DELIVERY SCHEDULE:

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

available within four days of issue of such work order(s), failing which penalty as per clause no: 11 of Section-III of bid document will be applicable.

6 PAYMENT TERMS:

- 6.1 Full Payment will be made on monthly basis on submission of bill/claim by way of account payee's cheque as per agreement against the work order. The monthly bill/claim will be submitted by the contractor along-with following supporting documents to the DE(CM) O/O GMTD Mandi.
- (a) A Certificate from the concerned SDE regarding satisfactory services duly counter signed by the DE concerned.
 - (b) Documents regarding payment of EPF and Service tax etc. payable by the contractor as per his statutory Obligations.
 - (c) Payment to riggers will be made by the bidder in the presence of Nodal Officer of the BSNL nominated by Consumer Mobility Cell, Mandi or proof of payment to the riggers shall be submitted.
 - (d) Documents as per clause 20.5 of Section-III.
 - (e) Night halts/ transportation claims, if any, duly verified by the concerned SDE & countersigned by DE concerned.
 - (f) Service tax no. and PAN no should be printed on the bill.

7. PRICES:

- 7.1 Rate charged by the contractor for services delivered/performed under the contract shall not be higher than the approved rate.
- 7.2 The rate should be quoted against each item in the enclosed Section-VII, which should be signed by the bidder.
- 7.3 In case of reduction of taxes and other statutory duties during the scheduled delivery period, BSNL shall take the benefit of decrease in these taxes/duties for the supplies made from the date of enactment of revised duties/ taxes.
- 7.4 In case of increase in duties/taxes during the scheduled delivery period, the BSNL shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
- 7.5 Any increase in taxes and others statutory duties/ levies after the expiry of scheduled delivery period shall be to the contractor account. However, benefit of any decrease in these taxes/ duties, shall be passed on to the BSNL by the contractor.
- 7.6 Prices finalized shall be valid for a period of one year from the date of agreement with the bidder and with a provision for extension by another one year with the approval of the competent authority.

8. CHANGES IN WORK ORDER:

8.1 The purchaser may, at any time, by a written order given to the contractor, make changes within the general scope of the contract in any one or more of the following.

(a) Locations where Services to be furnished under the Contract.

(b) The place of the services to be provided by the contractor.

9. SUBCONTRACTS:

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

10 DELAY IN THE CONTRACTOR'S PERFORMANCE:

10.1 Delivery of the services and performance of services shall be made by the contractor in accordance with the time schedule specified by the purchaser in its Work Order. In case the services is not completed in the stipulated delivery period, or the services are not rendered as indicated in the Work Order, purchaser reserves the right either to short close/ cancel this Work Order and/ or recover liquidated damage charges. The cancellation/ short closing of the order shall be at the risk and responsibility of the contractor and purchaser reserves the right to purchase balance-unsupplied services at the risk and cost of the defaulting vendors.

10.2 Delay by the contractor in the performance of its delivery/services obligations shall render the contractor liable to any or all of the following sanctions:

(a) Forfeiture of its performance security

(b) Imposition of liquidated damages and/or

(c) Termination of the contract for default.

10.3 If at any time during performance of the Contract the contractor or subcontractor(s) should encounter conditions impeding timely delivery of the services and performance of service, the contractor shall promptly notify to the Purchaser in writing of the fact of the delay, its likely duration and its causes(s). As soon as practicable after receipt of the contractor notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract after discussion with the contractor.

11. PENALTY CLAUSE:

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

12. FORCE MAJEURE:

- 12.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been resumed or not shall be final and conclusive, provided further if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.
- 12.2 Provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores/services in the course of manufacture in possession of the contractor at the time of

such termination of such portions thereof as the Purchaser may deem fit excepting such materials bought out components and stores as the contacts may the concurrence of the Purchaser elect to retain.

13. TERMINATION FOR DEFAULT:

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

14. TERMINATION FOR INSOLVENCY:

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

15. ARBITRATION:

- 15.1 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 the sole arbitration of the Chief General Manager HP Telecom Circle, Shimla or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the being entrusted whether in addition to the functions of the CGM HP Telecom Circle, Shimla or by whatever designation such officers may be called (hereinafter referred to as the said officer) and the Chief General Manager HP Telecom Circle, Shimla the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by Chief General Manager HP Telecom Circle, Shimla, or the said officer.

The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is Nigam servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Nigam Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally refereed being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager HP Telecom Circle, Shimla or the said officer shall appoint person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- 15.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 15.3 The venue of the arbitration proceeding shall be the Office of the Chief General Manager Telecom. Himachal Circle, Shimla or such other Places as the arbitrator may decide.

16. SET OFF:

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

17. CANCELLATION OF TENDER:

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

18. FALL CLAUSE:

- 18.1 The rates/ prices once fixed will remain valid during the scheduled work period except for the provisions in clause 7.1 of Section III. Further, if at any time during the contract:
- (a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/service.
- and/or**
- (b) The rates received in a new tender for the same or similar service are less than the prices chargeable under the contract, the purchaser, for the

purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc, and the date of its effect for the balance service to the vendor. In case the vendor does not accept the new rates to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the contractor and the purchaser reserves the right to purchase the balance unsupplied service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.

18.2

- (a) The contractor while applying for extension of time for delivery of services, if any, shall have to provide an undertaking as “We have not reduced the rates, and/ or offered to sell the same or similar service to any person/organization including Department of central/ state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.”
- (b) In case undertaking as in Clause 18.2 (a) is not applicable, the contractor will give details of rates, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

19. WORKMEN'S COMPENSATION:

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

20. LABOUR WELFARE:

- 20.1 In every case, in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and of the Contract Labour (Regulation and Abolition) Central Rules 1971, the BSNL is obliged to pay any amounts of wages to a workman employed by the contractor in execution of works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and

the Rules, under Clause 19 to 19J and 20 of PWD-8, or under the CPWD Contract Labour Regulations or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by CPWD Contractors, the BSNL will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the BSNL under Section 20, Sub-Section (2) and Section 21, Sub-Section (4) of the Contract Labour (Regulation and Abolition) Act, 1970, the BSNL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the BSNL to the contractor, whether under this agreement or otherwise, BSNL shall not be bound to contest any claim made against it under this agreement or otherwise. The BSNL shall not be bound to contest any claim made against it under Section (2) Sub-section (1) and Section 21, Sub- Section (4) of the said Act, except on the written request of the contractor and upon his giving to the BSNL, full Security for all coats for which BSNL might become liable in contesting such claim.

- 20.2 The contractor shall have a valid labour license under the Contract Labour (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rule, 1971 before the bidding/commencement of the work and continue to have a valid license until the completion of the work.
- 20.3 Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resulting non-execution of the work.
- 20.4 The contractor shall also abide by provision of the child labour (Prohibition and Regulation) Act 1986. Provision of EPF and Misc. provision act 1952 in r/o labourer/employees engaged by the contractor for carrying out works in BSNL.
- 20.5 Claim bill of contractors must accompany the:
- (i) List showing the details of the labourers/employees engaged.
 - (ii) Duration of their engagement.
 - (iii) The amount of wages paid to such labourers/employees for the duration in question.
 - (iv) Amount of EPF contribution (both employers and employee's contribution) for the duration of engagement in question, paid to the EPF authorities.
 - (v) Copy of authenticated documents of payments of such contribution to EPF authorities during the last month and
 - (vi) A declaration from the contractor regarding compliance of the conditions of EPF Act, 1952, Documents regarding service tax.
 - (vii) The above data should be exclusively for persons employed in BSNL and not as a whole engaged by the agency.
- 20.6 Insurance cover of rigger for Rs. TWO LAKH from the insurance company will be managed by the approved contractor.

21. FAIR WAGES:-

- 21.1 The contractor shall pay to labours employed by him either directly or through subcontractor, wages not less than fair wages as defined in the CPVM Contractor's Labourer Regulations or as per the Provisions of the Contract Labourer (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, wherever applicable.
- 21.2 The contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid fair wage to labours indirectly engaged on the work, including any labour engaged by his sub-contractor in connection with the said work as if the labour had been directly employed by him.
- 21.3 In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of this agreement, the contractor shall comply, with or cause to be complied with the Central Public Works Department Contractor's Labour Regulation made by Government from time to time in regard to payment or wages, wage period, deductions from wages, recovery or wages not paid and unauthorized deductions made, maintenance of wage books or wage slips, publication or scale or wages and other terms of employment, inspection and submission of periodical return and all other matters of the like nature or as per the provisions to the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rule, 1971 wherever applicable.
- 21.4 The CGMT, HP Telecom Circle, Shimla or his subordinate officers concerned shall have the right to deduct from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the regulations.
- 21.5 The contractor shall comply with provisions of the payment of wages Act 1936, Minimum Wages Act 1948, Employees' Liability Act 1938, Workmen's Compensation Act 1923, and Industrial Dispute Act 1947. Maternity Benefits Act 1961 and the Contract Labour (Regulation and Abolition) Act 1970 on the modification thereof or any other laws relating thereto and the rules made there under from time to time.
- 21.6 The contractor shall indemnify the BSNL against payments to be made under and for the observance of the laws aforesaid and the CPWD Contractors Labour Regulations without prejudice to his right to claim indemnity from his subcontractors.

22. OTHER LABOUR WELFARE MEASURES:

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

23. LEGAL JURISDICTION- COURT OF JURIDICITION:

- 23.1 Any dispute arising out of the tender/ bid document/evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender have been issued.
- 23.2 Where a contractor has not agreed to arbitration the dispute /claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where the Contract/ PO has been issued. "This Contract/ PO is subject to jurisdiction of Court at Shimla only.

24. INTEREST ON DEFERRED CLAIM:

No interest on any deferred claim of the contractor arising out of this contract shall be payable in any case whatsoever.**25.** With out prejudice to any of the rights or remedies under this contract, if the contractor dies, the CGMT on behalf of the BSNL can terminate the contract without compensation to the contractor. However CGMT, at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of the CGMT shall be the final.

26. INDEMNITIES:

- 26.1 The contractor shall at all times hold BSNL harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions, brought or procured against BSNL, its officers and employees and forthwith upon demand and without protect or demur to pay to BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in

any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse BSNL or pay to BSNL, forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in on sequence of any claim, damages and actions which may be brought against BSNL arising out of or incidental to or in connection with the operation covered by the contractor.

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

SECTION - IV
SPECIAL CONDITIONS OF CONTRACT

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

- (x) All other tools like spanner set, pliers, cutter, L-Key set, multi-meter, compass, Equipment for measurement of antennae tilt, etc will be supplied by the rigger/contractor.
- (xi) First aid box, safety belts, helmets, shoes and any other safety tools required for working on towers shall be provided by the contractor.
- (xii) The riggers have to be insured by the contractor. The Insurance coverage of the riggers engaged by the Contractor is to be borne by the Contractor, so that, in case of any accident, during the time of work, BSNL will NOT be held responsible. The contractor only will be responsible for any compensation payable by law to the Rigger.
- (xiii) BSNL will not provide any sort of accommodation and other amenities to the riggers. Contractor will have to make such arrangement at his own cost.
- (xiv) Riggers will normally be placed at the SSA Headquarters.
- (xv) Transportation for riggers to sites will be arranged by BSNL wherever feasible. Riggers may be deputed to sites by concerned SDE/ DE In-charge as per work requirement. Actual ordinary class bus fare will be paid on the production of tickets/HRTC rates and verification by concerned SDE/ DE In-charge along with monthly bill payment.
- (xvi) Riggers may be deputed anywhere in HP depending on work requirement. Hence they have to make their own stay arrangement for night halts during such tours/ work assignment. BSNL will not provide any lodging and boarding facility. Night-halt charges will be paid by BSNL as per the rates finalized and verification by concerned SDE/ DE In-charge. Night halts will be applicable only when work/site distance is more than 50 Km from designated headquarter.
- (xvii) The contractor should have telephone, mobile, email and fax facility.
- (xviii) The riggers should be provided mobile phone facility by the contractor. Also contractor has to provide laminated photo identity cards to the riggers at his own expenses.
- (xix) In addition to services of riggers on regular basis as per work order, services of riggers may be required on demand basis for few days in a month. For such additional requirements, separate work order will be given by AGM (CM).
- (xx) The contractor will ensure that the riggers engaged for the work are neatly dressed and behave properly.
- (xxi) The work shall be normally carried out during working hours between 09-00 am to 06-00 pm.
- (xxii) The riggers engaged by the Contractor will have to work in their own risk and responsibility.

- (xxiii) Till satisfactory completion of the job assigned by the concerned officer, the work allotted is to be repeated/re-done by the contractor till all the performance targets are met. Performance targets are threshold values defined by BSNL.
 - (xxiv) The Contractor has to bear any damage done to BSNL property by the riggers during work.
 - (xxv) An undertaking of the rigger that “In case of any accident or any casualty arising out of the work on behalf of (Name of the Contractor) I will have no claim on BSNL on account of compensation for injury/risk incurred in course of duty on order of the Contractor.” This undertaking should be countersigned by the Contractor & should be submitted to BSNL prior to commencement of work by any rigger during course of contract.
9. The payment will be made in Indian Rupees only. The payment schedule will be as follows:-
- (i) Full Payment will be made on monthly basis as per agreement against the work order and is further subjected to clause no: 6 of Section-III of bid document.
10. Rigger Services, if found unsuitable will be intimated to the bidder and bidder will have to supply replacement within 7 days.

SECTION-V

SCHEDULE OF REQUIREMENT

S No	SSA	Number of Riggers	Headquarter
1	Mandi	1	Mandi

- 1. Services of rigger can be used anywhere in Mandi SSA.**
- 2. Headquarter of rigger will be Mandi but it can be changed, if required.**
- 3. Services of additional Rigger will be availed on actual requirement basis.**

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

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

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

SECTION – VII
PRICE SCHEDULE

S No	Name of the Work	Rate per Rigger inclusive of all duties, levies & taxes (Excluding Service Tax) (In Rs.)		Quantity	Total Price (In Rs.)
		(In Figure)	(In Words)		
1	2	3	4	5	
1	Services of Rigger (per rigger per month)			1 (ONE)	
2	Night halt charges (if stay is outside designated Head Quarter)				
3	Services of additional rigger per day				

Note:-

1. It is certified that I have read all the terms and conditions of the tender and all are acceptable to me.
2. In case of variation in rates quoted in figures and words, the rates quoted in words will be considered.
3. Rates are inclusive of all taxes, levies but excluding service tax. Service tax will be paid extra, if applicable, on actual basis.
4. For bid evaluation purpose, the following quantities of above works will be considered for calculation of total package cost:-
 - i. Numbers of riggers (S No-1) = 1 for one Year
 - ii. Numbers of night halts (S No-2) = 20
 - iii. Services of additional riggers = 20 (Twenty) days

Section-VIII

PROFORMA OF PERFORMANCE SECURITY DEPOSIT

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

1. In Consideration of the Chief General Manager, HP Telecom Circle, BSNL, Block No-9, SDA Complex, Kasumpti, Shimla - 171009 acting through GM TD Mandi (hereinafter called "the beneficiary") having agreed to exempt_____ (Name and address of contractor)_____ (hereinafter called" The said contractor") from the demand under the terms and conditions of provisional Acceptance/Approval letter No._____ dated_____ given by the beneficiary to the said contractor, for the Tender No._____ dated_____ for supply of_____ (hereinafter called "the said tender terms"); of performance security deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said tender terms on production of Bank guarantee for Rs._____ (in words Rs. _____only) ; We_____ Name and Address of Bank _____, (hereinafter referred as the "Bank") at the request of contractor do hereby undertake to pay to the beneficiary an amount not exceeding Rs.____ (In words_____ only) against any loss or damage caused to or suffered to or would be caused to or suffered by the beneficiary by reason of any breach by the said contractor of any of the terms and conditions contained in the said tender terms.
2. We, _____Name & Address of Bank_____ do hereby undertake to pay the amount due and payable under this guarantee without any demure, merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the beneficiary by reason of any breach by the said contractor of any of the terms and conditions contained in the said Tender terms or by reason of the contractor failure to perform as per the said tender terms. Any such demand made on the band shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____ (in words Rs ._____only).
3. We,_____ Name & Address of Bank_____ undertake to pay to the beneficiary any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court and tribunal relating thereto out liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there

under and contractor shall have no claim against us for making such payment.

4. We, _____Name & Address of Bank _____, further agreed that the guarantee herein contained will remain in full force and effect during the period that would be taken for the performance of said tender terms and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said tender terms have been fully paid and its claim satisfied or discharged or till the beneficiary certified that the terms and conditions of the said tender terms have been fully and properly carried out by the said contractor and accordingly discharges the guarantee. The demand if any for payment under the terms of this contract shall be made by the beneficiary within the said period of _____(date of expiry of warranty) only. The beneficiary may enforce the right pursuant to such demand in any court or tribunal in accordance of law.
5. We, _____ Name & Address of Bank _____, further agreed with the beneficiary that the beneficiary shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary the terms and conditions of the said tender terms of to extend time of performance by the said contractor from time to time or to postpone for any time or time to time any of the powers exercisable by the beneficiary against the said contractor and to forbear or enforce any of the terms and conditions relating to the said contractor of for any forbearance act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said contractor or by the any such matter or thing whatsoever which under the law relating to sureties would but for the provisions have effect of so relieving us.
6. This guarantee shall not be discharged due to the change in the constitution of the bank or of the said contractor.
7. We, _____ Name & Address of Bank _____, lastly under take not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.

Dated _____
Place _____

Signature of Bank with seal

SECTION-IX

LETTER OF AUTHORISATION FOR ATTENDING OPENING OF BID

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

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

Order of Preference	Name	Specimen Signatures
I.		
II.		

Alternate Representative

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

Note:-

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

Section-X
BID FORM

Tender No:

Date:

To,

The GMTD Mandi.

Dear Sir,

1. Having examined the Tender Document and specific conditions including amendments, the receipt of which is hereby acknowledged, we, undersigned offer to render services for the composite price shown in the schedule of prices attached herewith and made part of this bid, in conformity with the Performa given in section VII and abide by the conditions of the contract.
2. We hereby declare unequivocal and unconditional acceptance of the same.
3. We undertake, if our Bid is accepted, to commence execution of services within 4 weeks and to complete execution of each work order within the date stipulated in the schedule of requirements according to the detailed Work order.
4. If our Bid is accepted, we will obtain the guarantees of a Schedule Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
5. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Until a formal Work order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
7. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
8. We understand that you are not bound to accept the lowest or any bid.

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

Dated this _____ day of ____2015

Name and Signature _____

In capacity of _____

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

Witness _____

Address _____

Signature:

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

1. This agreement made the ----- day of -----2015 between the BSNL acting through GM TD Mandi (hereinafter referred to as “the Nigam”) of the one part; and of (Name and address of approved contractor)------(hereinafter referred to as “the contractor”) of the other part.
2. Whereas the Nigam is desirous that certain services and ancillary services should be provided by the contractor, viz (Brief description of services) supply etc; of-----and has accepted /approved a tender submitted by the contractor in response to the Nigam Tender document reference (NIT No.-----dated-----) for the supply of those services at the rates as mentioned in acceptance/ approval letter.
3. Now this agreement witnessed as follows:
4. In this agreement words and expressions shall have the same meaning as in the terms and conditions in the above referred tender documents.
5. The following documents shall be deemed to form and be read and constructed as part of this agreement, viz:
 - The NIT, Tender form, the bidders offer and the price schedule submitted (up to the limit it has been accepted in writing by the Nigam in the acceptance letter/purchase order).
 - The schedule of requirement / list of items and the technical specifications in the above referred tender documents.
 - The acceptance/ approval letter No.-----dated-----
6. In consideration of the payment to be made by the Nigam to the contractor as hereinafter mentioned, the contractor hereby covenants with the Nigam to provide the services and to remedy defects therein in conformity in all respects with the provision of the Nigam acceptance letter/ purchase letter and tender documents.

7. The Nigam hereby covenants to pay the contractor in consideration of the provision of the services and the remedying of defects therein the contract price or such other sum as may become payable under the provision of the tender documents and acceptance/ purchase letter.
8. In the witness whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

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

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

(Witness) in the presence of:

(Witness) in the presence of:

Check List

S No	Item	Status
Envelop-I (Technical Bid)		
1	Proof of purchase of tender document	Yes/ No
2	Bid Security in the form of DD as per NIT	Yes/ No
3	Proof of experience as per NIT and Clause 2.1, Section-II	Yes/ No
4	Power of Attorney in favour of the signatory signing the bid as per clause no: 14, Section-II. It is not required in case of proprietary firm if the proprietor himself signs the bid	Yes/ No/NA
5	Certificate of incorporation in case of a company	Yes/ No/NA
6	Memorandum of Association or Proprietorship deed or Partnership deed as the case may be	Yes/ No
7	Bid Form as per Section-X	Yes/ No
8	Registration particulars with EPF Commissioner	Yes/ No
9	Registration particulars with Central Labour Commissioner	Yes/ No
10	Service Tax Registration document	Yes/ No
11	ESI Registration document	Yes/ No
12	The tender document in original duly signed on each page by the authorized signatory as clause by clause compliance statement.	Yes/ No
13	Deviation Statement in case of any deviations from the tender clauses, terms and conditions	Yes/ No
14	If documents at S No 8 to 11 are not submitted, an undertaking that these documents will be ensured by the bidder before commencement of the work.	Yes/ No/ NA
15	Documentary proof regarding applicable ED, CST, ST and other levies/ duties.	Yes/ No
16	Information about Tenderer as per Section-VI	Yes/ No
17	Photocopy of PAN and latest Income Tax Return	Yes/ No
Envelope - II (Financial Bid)		
1	Price Schedule as per Section-VII	Yes/ No
Any other document		
1		
2		
3		