



# **BHARAT SANCHAR NIGAM LIMITED**

**(A Govt. of India Enterprise)**

**OFFICE OF THE GENERAL MANAGER TELECOM  
ITANAGAR, ARUNACHAL PRADESH - 791 111**

## **e-Tender for Outsourcing of Rigger activities in Arunachal Pradesh SSA (Technical Bid)**

**TENDER ENQUIRY NO: WG-610/PLG/2020-21/08**

**Dated 27.11.2020**

**DUE DATE OF OPENING: 21-12-2020**

**VALIDITY OF OFFER: 180 DAYS FROM DATE OF OPENING**

**Cost of Bid document: Rs. 590/- (Incl. 18% GST)**

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## SECTION I



# BHARAT SANCHAR NIGAM LIMITED

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OFFICE OF THE GENERAL MANAGER TELECOM,  
ITANAGAR, ARUNACHAL PRADESH

### NOTICE INVITING e-TENDER

No. WG-610/PLG/2020-21/08

Date 27-11-2020

On behalf of BSNL, the General Manager Telecom, Arunachal Pradesh SSA, Sanchar Bhawan, Itanagar-791111 invite e-Tenders for outsourcing of rigger activities in Arunachal Pradesh SSA.

Name of Tender	Outsourcing of Rigger activities in Arunachal Pradesh SSA	
Duration of Contract	One year with an option for extension for another one year.	
Tender Enquiry No. and Date	No: WG-610/PLG/2020-21/08	Date: 27-11-2020
Estimated Cost	Rs. 25 Lakhs (Rupees Twenty Five Lakhs Only) per annum.	
Cost of Bid Document	Rs.590/- (Rupees Two Thousand Three Hundred Sixty Only) incl.18% GST	
EMD	Rs.63,000/- (Rupees Nine Two Thousand Five Hundred Only)	
Tender Processing fee	Rs. 1000/- incl. GST @18% to be paid to M/s ITI Limited, Kolkata through E-Payment gateway only. (0.04% of Tender Value/Estimated Cost subject to minimum cap of Rs.500/- and maximum cap of Rs.5000/- plus applicable GST)	
Bid/Document Downloading/Uploading	Start Date: 28.11.2020	End Date: 21.12.2020
	Start Time: 1000 Hrs	End Time: 1459 Hrs
Tender Closing Date and Time	Closing Date: 21.12.2020	Closing Time: 1500 Hrs
Date and Time of Opening of Tender (Technical Bid)	Date: 21.12.2020	Time: 1530 Hrs
	Venue: Conference Hall, O/o the GMTD, BSNL, Itanagar.	
Date and Time of Opening of Financial Bid	To be intimated later.	

The interested bidder may visit [www.tenderwizard.com/BSNLKOL](http://www.tenderwizard.com/BSNLKOL) and participate in the e-tender.

Sd/-  
AGM (Plg)  
O/o the GMTD, BSNL, Itanagar,  
Arunachal Pradesh

## SECTION II

### INSTRUCTIONS TO BIDDERS

**1. Services to be provided:**

Services to be provided are given in Section-V under scope of work

**2. Eligible Bidders:**

- a. The Bidder must be Indian registered Company under Companies Act or a Firm registered under applicable acts.
- b. The Bidder must not be black-listed for telecom business by any Central/ State Governments/ PSUs in India at the time of submission of bid.
- c. The Bidder must have a valid PAN, GST registration and EPF registration. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration at the time of LoI/signing of contract, if declared successful.
- d. The Bidder must have an experience in executing telecom related works in the past years in central govt/ state govt/ CPSU/TSP

**3. Cost of bidding:**

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

**4. Instructions for Online Bid Submission:**

- 4.1 Bidders to submit the bids online through the [www.tenderwizard.com/BSNLKOL](http://www.tenderwizard.com/BSNLKOL)
- 4.2 Bidder should possess valid Digital Signature Certificate (DSC).
- 4.3 Bidder should do the enrolment in the e-tender website [www.tenderwizard.com/BSNLKOL](http://www.tenderwizard.com/BSNLKOL).
- 4.4 Bidder should download the vendor guidelines by clicking the “**Help Manuals / DSC / Application Forms / Circulars**” from the website and goes through the document in detail for getting step by step information about registration and participation in the e-tender procedure.
- 4.5 The bidders should provide the correct information including valid email id. All the correspondence shall be made directly with the bidders through email id provided.
- 4.6 Bidder need to login to the e-tender site through their user ID/ password chosen during registration.
- 4.7 Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 4.8 The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 4.9 Bidder may go through the tenders published on the site and download the required tender documents for the tenders he/she is interested in.
- 4.10 After downloading the tender document, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 4.11 If any clarification is required, the same may be obtained online through the e-tender website, or through the contact details or email. Bidder should take into account the corrigendum published before submitting the bids online.
- 4.12 Bidder should then log in to the site through the secured log in by giving the user id/ password chosen during registration and then by giving the password of the eToken/SmartCard to access DSC.

- 4.13 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender documents carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 4.14 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However, if the file size is less than 1 MB the transaction uploading time will be very fast.
- 4.15 If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting, if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 4.16 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under “Document Library” option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 4.17 (a) **Cost of Bid Document (non-refundable) and EMD:** Bidder should submit the cost of bid documents and EMD in offline in the form of Demand Draft/Banker Cheque. In case of, Demand Draft/Banker Cheque, the same should be prepared separately for Cost of Bid document and EMD. The Demand draft/Banker Cheque should be prepared in favour of “Account Officer (Cash), BSNL, Itanagar” payable at “SBI, Itanagar”. The original DD/BC should be posted/couriered/given in person to “AGM (Plg), O/o GM (Telecom), BSNL, Itanagar, Arunachal Pradesh-791111”, within the bid submission due date & time for the tender. Scanned copy should be uploaded as part of the offer.

Exemption of tender fee & EMD will only be given to MSE bidders subject to submission of valid NSIC/MSME UAM Registration Certificate as given in **Clause 10**.

The bidder should ensure that the Demand Draft/Banker Cheque reach before the last date and time of submission as mentioned in the NIT. BSNL will not be responsible for any late delivery by courier/postal services and the bid will be summarily rejected, if the cost of bid document and EMD are not received before due date and time of opening of the tender.

(b) **Tender Processing fee (non-refundable):** The tender processing fee (non-refundable) @0.04% of tender value has to be paid online by the bidder through the e-tender website.

- 4.18 The bidder has to select the payment option as offline to pay the cost of bid document and EMD as applicable and enter details of the instruments.
- 4.19 While submitting the bids online, the bidder should read all the terms & conditions and accepts the same to proceed further to submit the bid.
- 4.20 The details of the Cash Receipt/ DD/BC, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable and summarily rejected.
- 4.21 Bidder has to download the bid document and then upload again using Digital Signature. The bidder has to digitally sign and upload the required bid documents one by one as indicated. **Bidders should note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document**

**including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.**

- 4.22 The following Form of bid document should be filled up, signed with seal, scanned and uploaded in the e-tender website by bidder:
- (i) **Bid Form (Section-VI)**
  - (ii) **Certificate of non-participation by family members (Appendix-III)**
- 4.23 If the price bid format is provided in a excel file, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
- 4.24 The bidders are requested to submit the bids through online e-tendering system well before the bid submission end date & time (as per Server System Clock). BSNL will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 4.25 After the final bid submission, the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 4.26 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 4.27 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & will not be viewable by any one until the time of bid opening.
- 4.28 Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender is opened by the authorized bid openers.
- 4.29 The confidentiality of the bids is maintained since the Secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 4.30 The bidder should logout of the tendering system using the normal logout option and not by selecting the (X) exit option in the browser.
- 4.31 For any queries regarding e-tendering process, the bidders are requested to contact / email as provided in the tender document.

## **5. Bid Document:**

### 5.1 Bid Document includes:

- a. Notice Inviting e-Tender
- b. Instructions to bidders
- c. General condition (Commercial) of the contract
- d. Special Conditions of the Contract
- e. Service to be provided.
- f. Bid Form
- g. Bid Security Form
- h. Performance Security Bond Form
- i. Letter of authorization to attend Bid opening
- j. Agreement for Vehicle Hire
- k. Financial Bid (Price Schedule)
- l. Part of agreement for vehicle hire
- m. Hire Order Form
- n. Non Participation of BSNL employees and relatives
- o. Check List
- p. Transit Vehicles Lease Agreement

5.2 The Bidder is requested to examine all instructions, forms, terms and specification in bid documents. Failure to furnish all the information required as per bid documents and submission of the bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5.3 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser online. The Purchaser shall respond online to any request for clarification of the Bid Documents in given specific Date & Time and clarification by the Purchaser shall be sent to the prospective bidder online.

5.4 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document.

## **6. Documents required to be submitted for establishing Bidders Eligibility and Qualifications:**

- 1) Trading License or Certificate of Incorporation from State Govt./Central Govt.
- 2) Documentary proof to show that the bidder is having previous experience in executing telecom related works in the past years in central govt/ state govt/ CPSU/TSP.
- 3) Partnership deed or articles/memorandum of association, in case of Partnership/Company.
- 4) Power of Attorney, wherever required.
- 5) Copy of PAN Card of the Firm or Company or Owner.
- 6) Income Tax Clearance Certificate or AP ST certificate (in case of exemption).
- 7) A copy of valid GST REGISTRATION document and Registration number. If the bidder is not registered with GST authority at the time of bid submission, then he must submit an undertaking stating that GST registration shall be submitted at the time of LoI/signing of contract, if declared successful.
- 8) An undertaking stating that Labour License would be submitted within one month from date of signing of agreement.
- 9) An undertaking stating that workmen compensation insurance policy would be carried out for all the workers employed by the contractor.
- 10) A copy of EPF registration.
- 11) Micro and Small Enterprises (MSEs) bidder should upload UAM Registration Certificate with MoMSEM / District Industries Centres (DICs) /Khadi & Village Industries Commission(KVIC)/Khadi & Village Industries Board(KVIB)/Coir Board/National Small Industries Corporation/Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) as per MSMED Act 2006

**The Tenders uploaded without above mentioned documents will be rejected straightaway.**

## 7. Amendment to Bid document:

1. At any time prior to the date of submission of bid, BSNL may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
2. The amendments shall be notified online only through corrigendum, if any.
3. In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

## 8. Bid Price:

8.1 The bidder shall give the total composite rate inclusive of all levies & taxes except GST which is admissible as extra in the Price Schedule. **Rate should be quoted as % above or at par or below the basic rate otherwise the bid will be rejected summarily.**

8.2 The % rate 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.

8.3 “DISCOUNT, if any, offered by the bidders shall not be considered unless they are specifically indicated in the Price schedule. Therefore, the bidders desiring to offer discount shall modify their offers suitably while quoting and shall quote clearly net rate taking all such factors like Discount, free offer, etc. into account”.

8.4 The % rates should be quoted both in words & figures. In case of discrepancy, in the rate mentioned in words shall be final. Modification / replacement of template by the bidder will lead to cancellation of the bid.

## 9. Bid Security (EMD):

9.1 Bidder should submit the EMD in offline. The Demand draft/Banker Cheque /BG should be prepared as per the amount mentioned in NIT in favour of “Account Officer (Cash), BSNL, Itanagar” payable at “SBI, Itanagar”. The original should be posted/couriered/given in person to “AGM (Plg), O/o GM (Telecom), BSNL, Itanagar, Arunachal Pradesh-791111”, within the bid submission due date & time for the tender. Scanned copy should be uploaded as part of the offer. The bidder should ensure that the demand draft/banker cheque/BG reach before the last date and time of submission as mentioned in the NIT. BSNL will not be responsible for any late delivery by courier/postal services and the bid will be summarily rejected, if the cost of bid document and EMD are not received before due date and time of opening of the tender.

9.2 The successful bidder’s bid security will be discharged upon the bidders acceptance of the award of contract satisfactorily and furnishing the performance security.

9.3 The Bid Security may be forfeited.

a. If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.

b. If the successful bidder fails

1. To sign contract

2. To furnish performance security.

3. The bid security of unsuccessful bidder will be discharged / returned as early as possible but not later than 30 days after the expiry of the period of bid validity.

9.4 If the bidder fails to submit EMD or the EMD is not received on or before the due date and time, the bid submitted by such bidder will be summarily rejected.

## 10. Exemption from paying of Cost of Bid Document and EMD for MSEs registered with NSIC/ any other body specified by MoMSEM:

10.1 The bidders (Small Scale Units) who are registered with National Small Scale Industries Corporation under Single Point Registration Scheme are exempted from payment of Cost of bid document and EMD of the Tender.

10.2 Micro and Small Enterprises(MSEs) registered with MoMSEM (UAM Registration Certificate) , District Industries Centres (DICs)/Khadi & Village Industries Commission(KVIC)/Khadi & Village Industries Board(KVIB)/Coir Board/National Small Industries Corporation/Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises(MoMSME) as per MSMED Act 2006 , and further amendments for goods produced and services rendered shall be issued Tender Documents free of Cost and shall be exempted from paying EMD.



10.3 Any MSE registered bidders stated in 10.1 & 10.2 claiming exemption from the payment of Cost of bid document and bid security(EMD) shall submit a copy of the UAM Registration Certificate

**10.4 In case of MSE, registration & declaration of UAM number in Central Procurement Portal (CPPP) is mandatory w.e.f. 01.04.2018. The bidders who fail to submit UAM number shall not be able to avail benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012 issued by MoMSME.**

**11. Format and signing of bid:**

Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document

**12. Submission of Bid:**

- 12.1 Bidder should log into the site [www.tenderwizard.com/BSNLKOL](http://www.tenderwizard.com/BSNLKOL) well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission date and time.
- 12.2 Bidder should prepare and submit the cost of bid documents and EMD as per the instructions given in bid document. The details of the relevant instrument physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise the uploaded bid will be rejected.
- 12.3 While submitting the bids online, the bidder shall read the terms & conditions and accepts the same in order to proceed further to submit their bid.
- 12.4 Bidder shall select the payment option as offline to pay the cost of bid document and EMD and enter details of the relevant instrument.
- 12.5 Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 12.6 Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- 12.7 **Utmost care shall be taken for uploading Financial Bid (Price Bid) and any change/ modification of the price schedule shall render it unfit for bidding. Bidders shall download the Financial Bid format in XLS format and save it without changing the name of the file. Bidder shall quote their rates in figures in white background cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the Financial Bid (Price Bid) is found to be modified by the bidder, the bid will be rejected. The bidders are cautioned that uploading of financial bid elsewhere will result in rejection of the tender.**
- 12.8 Bidders shall submit their bids through online e-tendering system well before the bid submission end date & time (as per Server System Clock). BSNL will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the last moment.
- 12.9 After the final bid submission in the e-tender portal, the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- 12.10 Bidder should follow the server time being displayed on bidder's dash board at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

**13. Bid opening**

- 13.1 Bid opening committee will open the bids online in the presence of bidders or their authorized Representatives who chose to attend on opening date and time. Also the bidders can participate online during the bid opening process from their remote end thru their dashboard.
- 13.2 The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening .

- 13.3 The date fixed for opening of bids, if subsequently declared as holiday by the Govt., the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered.

13.4 The original authorization letter should be posted/couriered/given in person to “AGM (Plg), O/o GM (Telecom), BSNL, Itanagar, Arunachal Pradesh-791111”, within the bid submission due date & time for the tender. Scanned copy should be uploaded as part of the offer. The authorized representative should possess a valid Proof of Identity document like Official ID, Aadhaar Card, Voter ID, Driving Licence, etc. to be produced on demand by BSNL.

#### **13A. 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.**

#### **14. Bid Evaluation:**

- 14.1 Bid Evaluation will be done in two stages i.e. Technical Bid Evaluation and Financial Bid Evaluation.
- 14.2 The “Technical Bid” will be evaluated first. Those bidders who are found to be technically qualified, their financial bid only will be opened at later date. The date & time of opening of "Financial bid" shall be conveyed to all the bidders who have qualified in technical bid and their representative shall be allowed to attend the financial bid opening.
- 14.3 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.
- 14.4 If there is a discrepancy between words and figures the amount in words shall prevail prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which contains to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non responsive will be rejected by BSNL.
- 14.5 BSNL shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price offered inclusive of all levies and charges as indicated in the price schedule. The lowest bidder will be decided on the value of “Grand Total” as mentioned the Price Schedule for each category of vehicle.
- 14.6 The evaluation committee may cross verify the documents submitted by bidder with the issuing authority, is case of any need.

#### **15. Award of Contract:**

- 15.1 BSNL shall consider placement of advance purchase order to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within ten (10) days of issue of advance purchase order, give his acceptance along with performance security in conformity with **Section VIII** with the bid document.
- 15.2 The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into the contract with the bidder.
- 15.3 The BSNL may award the tender to more than one supplier at the rates quoted by the lowest tenderer for each of the category.

#### **16. Right to vary quantities:**

- 16.1 BSNL reserves the right at the time of award of contract to increase or decrease up to 50% of the required quantity of items specified in the schedule of requirements without any change in unit price of the ordered quantity or other terms and conditions.
- 16.2 Validity of the Tender will remained operation for a period of 24 months from the date of signing of the agreement. It may be extended for another 12 months as per decision of GMTD.

#### **17. 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 award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.

**18. Signing of Contract:**

**19.1** Signing of Agreement shall constitute the award of contract on the bidder.

**19.2** Upon the successful bidder furnishing the performance security, the BSNL shall discharge its bid security.

**19. Annulment of Award:**

Failure of the successful bidder to comply with the requirement of **Clause 16** shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

**20. Period of validity of bids:**

(i) The bid shall remain valid for 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.

(ii) A bidder accepting the request of BSNL for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

## SECTION III

### GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

#### 1. **Application:**

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by BSNL.

#### 2. **Performance Security:**

2.1 The successful bidder shall be required to deposit an amount equal to 10% of the work order value subject to maximum limit of Rs.5 lakhs within 2 weeks of conveying BSNL's intention for accepting the bid as Performance security.

2.2 Performance security shall be submitted in the form of bank guarantee (on non-judicial stamp paper of Rs.100/- or more as desired by Bank) issued by a scheduled bank or DD/FD issued in favour of AO(.Cash), BSNL, Itanagar.

2.3 Performance security will be discharged after completion of contractor's performance obligations under the contract.

2.4 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

#### 3. **Execution Time Limit:**

The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

#### 4. **Payment Terms:**

Monthly bills shall be submitted in duplicate to the authority specified in contract along with duty slips duly signed by the user.

#### 5. **Termination of Contract:**

5.1 BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.

(a) If the contractor fails to execute the work as specified in the contract or any extension there of granted by BSNL.

(b) If the contractor fails to perform any other obligation(s) under the contract.

5.2 BSNL may without prejudice, to other rights under law or the contract provided get the work done at the risk and cost of the contractor in above circumstances.

#### 6. **Termination of Insolvency:**

BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

#### 7. **Force Majeure:**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence there of, neither party shall by reason of such events be entitled terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may at his option terminate the contract.

## **8. Arbitration:**

- 8.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the General Manager Telecom, BSNL, Itanagar, Arunachal Pradesh. 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 function of the General Manager Telecom, BSNL, Itanagar, Arunachal Pradesh or by what ever designation such officers may be called (herein after referred to as the said officer) and if the General Manager Telecom, BSNL, Itanagar, Arunachal Pradesh or the said officer is unable or unwilling to act as such than to the sole arbitration of some other person appointed by the CGM, NE-II Circle, Dimapur. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
- 8.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame marking and publishing the award. Subject the aforesaid 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 the clause.
- 8.3 The venue of the arbitration proceeding shall be Office of General Manager Telecom, BSNL, Itanagar, Arunachal Pradesh at Itanagar or such other place as the arbitrator may decide.

## **9. Set Off:**

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

## **10. Court Jurisdiction:**

Any dispute arising out of this tender shall be within the jurisdiction of court of Itanagar only.

## SECTION IV

### SPECIAL CONDITIONS OF CONTRACT

#### A. GENERAL:

1. The special conditions of contract shall supplement the instruction to the bidders contained in **Section II** and General (Commercial) 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. In case the date fixed for opening of bids is subsequently declared as holiday by the Govt. Of India, 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. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
4. BSNL reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees {non-executive employees working in ARP SSA (name of unit) and executive employees (also called Group A and Group B officers working in ARP SSA (name of unit)) either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
  - a. Members of a Hindu undivided family
  - b. They are husband and wife
  - c. The one is related to the other in the manner as father, mother, son(s), son's wife (Daughter-in-law), daughter(s), and daughter's husband (Son-in-Law), Brother(s), and brother's wife, sister(s) and sister's husband (brother-in-law).
6. The tenderer(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined above. In case of proprietorship firm, the certificate will be given by the proprietor. For partnership firm, the certificate will be given by all the partners. And in case of limited company by all the directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in concerned unit.

#### B. COMMERCIAL:

- (i) The workers engaged by firm should maintain proper discipline and good behavior.
- (ii) BSNL reserves the right to issue necessary direction to the contractor to remove such workers from the site whose behavior is found improper and not carrying out the work as per direction of the BSNL staff.
- (iii) BSNL reserves the right to recommend workers, who are found fit for carrying rigger activity, to the contractor and it shall be binding upon the contractor to engage them
- (iv) The agency will provide the workers with necessary testing and safety rigger equipment.
- (v) Any accident or damage during maintenance / operation will be the responsibility of the agency and the BSNL will not entertain any claim, compensation, penalty, etc. on this account or on account of non observation of any other requirement of law relevant to his work.
- (vi) Agency has to observe all the labour rules and regulations in force and indemnify BSNL against any claims whatsoever, either from this clause or any other clause in the contract.
- (vii) Firm shall issue ID card to their workforce whenever they enter BSNL premises for their identification. Nobody shall be allowed entry without work and nobody will be allowed overnight stay without work.
- (viii) Dismantled materials, if any, shall be returned to the BSNL.
- (ix) The BSNL reserves the right to carry out any work at the risk and cost of the agency, if the agency fails to perform any duty as per the contract.

- (x) The rates quoted must be full and final. Nothing extra is payable other than the quoted rates unless specified.
- (xi) The contractor shall not sublet the work or part thereof. However service of specialized agencies for specific work can be obtained.
- (xii) While working inside the premises the agency shall be responsible to provide all the necessary item as per labour law. However existing facilities like water & toilet can be used.
- (xiii) Any workforce not required for carrying out task shall not be permitted to stay in the premises.
- (xiv) The BSNL reserves the right to terminate the contract by giving show cause notice of one month duration at any time during the currency of the contract.
- (xv) The contractors has to keep all the equipment at site neat and clean to avoid any accident and or fire hazards.
- (xvi) The requirement of rigger will be at various subdivision and CM section. The actual location would be decided at later stage as per the field requirement.
- (xvii) In case Rigger is required to go outside the subdivision, reimbursement of transport expenses and local expenses per rigger per day, would be done as per the rate finalized in tender (if BSNL does not provide the vehicle). In such an event, a letter would be issued by controlling officer as per requirement in the field. A copy of the bus/sumo ticket should be submitted as a proof while claiming the bills.
- (xviii) Minimum assured amount will be paid only on availability of rigger for 15 day per month. If the rigger is not available for 15 days then proportionate payment would be deducted for the absent period.

### **C. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:**

#### **(i) Obtaining License before commencement of work:**

The contractor shall obtain a valid labour license under the Contract Labour(R&A) Act1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, before commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfil this requirement shall attract the penal provisions of this contact arising out of the resultant non- execution of work.

#### **(ii) Contractors Labour Regulations:**

##### **a. Working Hours**

- i) Normally working hours of an employee should not exceed 8 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- ii) When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week.
- iii) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.
- iv) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

#### **(iii) Display of Notice Regarding Wages Etc.:**

The contractor shall, before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clear and legible condition in conspicuous places on the work, notices in English and in local Indian languages spoken by the majority of the workers, giving the minimum rates of the wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information.

**(iv) Payment of Wages:**

- a. The contractor shall fix wage periods in respect of which wages shall be payable.
- b. The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- c. Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- d. All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- e. Wages due to every worker shall be paid to him direct or to other person authorized by him in his behalf.
- f. Wages shall be paid without any deductions of any kind except those specified by the Central government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- g. A notice showing the wages period and the place and time of disbursement wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-In-Charge under acknowledgement.
- h. It shall be the duty of the contractor to ensure the disbursement of the wages in the presence of site engineer or any other authorized representative of the engineer in charge who will be required to be present at the place and time of disbursement of wages by the contractor to the workmen.
- i. The contractor shall obtain from the engineer or any other authorized representative of the engineer in charge, as the case may be, a certificate under his signature at the end of the entries in the register of wages or the wages cum muster roll, as the case may be in the following form “certified that the amount shown in the col. No.....has been paid to the workman concerned in my presence on.....at.....”

**(v) Fines and deductions which may be made from wages:**

The wages of a worker shall be paid to him without any deduction of any kind except the following: -

- (a) Fines
- (b) Deductions for absence from duty i.e. from the place or where by the terms of his employment he is required to work. The amount of deduction shall be In proportion to the period for which he was absent.
- (c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he Is required to account, where such damage or loss is directly attributable to his neglect or default.
- (d) Deduction for recovery of advances or for adjustment or overpayment or wages, advances granted shall be entered in a register.
- (e) Any other deduction, which the Central Government may from time to time, allows.
- (f) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the labour Commissioner.
- (g) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (h) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.



**(vi) Labour records:**

- a. The contractor shall maintain a Register of Persons employed on work on contract.
- b. The contractor shall maintain a Muster Roll register in respect of all workmen, employed (not below 18 years) by him on the work.
- c. The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract.

**(vii) Register of accidents-** The contractor shall maintain a register of accident in such form as may be convenient at the work place but the same shall include the following particulars:

- a. Full Particulars of the labour who met with accident.
- b. Rate of wages.
- c. Sex
- d. Age
- e. Nature of accident and cause of accident.
- f. Time and date of accident.
- g. Date and time when admitted in hospital.
- h. Date of discharge from the hospital.
- i. Period of treatment and result of treatment.
- j. Percentage of loss of earning capacity and disability as assessed by Medical officer.
- k. Claim required to be paid under Workmen's Compensation Act.
- l. Date of payment of compensation.
- m. Amount paid with details of the person to whom the same was paid.
- n. Authority by which the compensation was assessed.
- o. Remarks

**(viii)** The contractor shall maintain a **Register of Fines**. The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed.

**(ix)** The contractor shall maintain a **Register of deductions for damage or loss**.

**D. EPF:**

Employees Provident Fund Provision may be made as per existing Government rules. Those who are having EPF registration/proof of applied for registration, they shall submit the same .

**E. INSURANCE:**

- e. Without limiting any of his other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work execution. **The contractor shall also take out workmen's compensations insurance as required by law** and under take to indemnify and keep indemnified the BSNL from and against all manner and claims and demands and losses and damages and costs (including between attorney and \ client) charges and expenses that may arise in regard of the same or that the BSNL may suffer or incur with respect to end / or incidental to the same.
- f. The contractor shall have to furnish originals and / or attest copies as required by the BSNL of the policies of insurance taken within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the may require.
- g. **The Contractor should make necessary arrangement for Life Insurance of the Workmen against any accident during the execution of work as per the labour law.**

### **3. COMPLIANCE WITH LAWS AND REGULATION:**

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

### **4. TOOLS and PLANTS.**

The contractor shall provide at his own cost all tools etc. required for proper execution of works. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of works, counting, weighing and assisting the measurements for examination at any time and from time to time.

### **5. LOCATION OF SITE WHERE THE WORKS ARE TO BE CARRIED OUT:**

In jurisdiction of Arunachal Pradesh SSA.

## SECTION –V

### SCOPE OF WORK

1. GSM/Minilink/Microwave antenna orientation and antenna replacement.
2. Jumper cable change (material will be supplied by BSNL).
3. Assembly of connector with waveguide/repairing of connector as per the materials supplied by BSNL.
4. RRH/Waveguide replacement & installation as per the materials supplied by BSNL.
5. Regular maintenance activities like sealing of RF connector, jumper and associated works of attending VSWR faults.
6. Feeder cable/IF Cable/waveguide clamping etc and associated work.
7. Mount installation at tower/dismantling from tower.
8. Erection/repair of Aviation light related work.
9. Erection/Maintenance of earth strip over tower.
10. Assist BSNL team in RF Optimization work.
11. Any other misc. work related with rigger which may be decided by BSNL from time to time.
12. The contractor is required to carry out all the works assigned as per industry practice and must comply with the norms of BSNL.
13. The workmen ship has to be ensured by the SDE /JTO (GSM/WLL/MW/Wimax) or site in-charge.
14. All safety equipment for riggers shall be arranged by contractor and responsibility of safety of riggers at site shall be with the contractor.
15. Vehicle facility will be arranged by BSNL, wherever possible. However, in case the vehicle could not be arranged by BSNL for far away work, then the charges as per the rate finalized in the tender would be given based on the certificate issued by controlling officer.

**SECTION –VI**

**BID FORM**

Dear Sir,

1. Having read the condition of contract and service to be provided for hiring of vehicle in BSNL, Arunachal Pradesh, the receipt of which is hereby dully acknowledged, we, undersigned, offer to provide commercial vehicles in conformity with the condition of contract and specification for the sum shown in the schedule of prices attached herewith and made part of this bid.
2. We undertake to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. 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.
4. We agree to abide by this bid for a period of 180 days form the date fixed for bid opening and it shall remain biding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly scaled and prepared so as to prevent any subsequent any replacement.
7. We understand that you are not bound to accept the lowest of any bid, you may receive.

Dated this .....Day of .....2020

Signature of

In capacity of

Duly authorized to signed the bid for and on behalf of .....

Witness.....

Address .....

Signature.

**SECTION –VII**

**BID SECURITY FORM**

Whereas .....(hereafter called “the Bidder”) has submitted its bid dated..... for hiring contract of light commercial vehicles vide Tender No ..... Dated.....

KNOW ALL MEN by these presents that We .....of having our registered office at .....(hereafter called “the Bank”) are bound unto ..... BSNL, in the sum of Rs..... for which payment will and truly to be made the bank Binds itself, its successors and assigns by these presents.

**THE CONDITIONS OF THE OBLIGATION ARE:-**

- 1. If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid Form; or
- 2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity,
  - (a) Fails or refuses to execute the contract, if required, or
  - (b) Fails or refuses to furnish performance security, in accordance with the instruction to bidders.

We undertake to pay to ....., BSNL, upto the above amount upon receipt of its first written demand, without having to substantiate its demand, provided that in its demand, BSNL will note that the amount claimed by it is due to owing to the occurrence of one or two or both conditions specifying the occurred condition or conditions.

This guarantee will remain in force as specified in **Clause 21 of Section II** of the Bid validity and any demand in respect thereof should reach the Bank not latter than the specified date/dates.

Signature of the Bank

Name

Signed in Capacity of

Signature of Witness

Full Address of Branch

Tel.No. of Branch

Name of witness

Fax No.of Branch

Address of witness

**SECTION –VIII**

**PERFORMANCE SECURITY BOND FORM**

In consideration of Bharat Sanchar Nigam Ltd, New Delhi (herein after called the BSNL, New Delhi) having agreed to exempt ..... (here in after called the said contractor(s) from the demand of security deposit/earnest money of Rs. .... on production of Bank guarantee for Rs. .... for the due fulfillment by the said contractor of the terms and condition to be contained in an agreement in connection with the contract for supply of .....we, (Name of the Bank) .....(herein after referred to as “ the Bank) at the request of ..... Contractors do hereby undertake to pay to the BSNL ..... an amount of not exceeding .....against any lost or damage caused to or suffering or would be caused to or suffered by the BSNL ..... by reason of any branch by the said the contractor’s of any of the terms and conditions contained in the said agreement.

We (Name of the bank) .....do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the BSNL, ..... stating that the amount claimed is due by way of lost or damages caused to or would be caused to or suffered the BSNL .....reason of branch by the said contractor of any of the terms and condition contained in the said agreement or by reason of the contractor failure to performed said agreement. Any such demand made on the bank shall be conclusive as regarded the amounts due and payable by the bank under this guarantee where the decision of the BSNL ..... in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

We undertake to pay to the BSNL ..... Any money so demanded not with standing any disputes raised by the contractor supplier in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and equivocal. The payment so made by us under the bound shall be valid discharge of our liability for payment there under and the contractor(s) supplier(s) shall have no claim against us for making such payment.

We (Name of the bank)..... Further agree that the guarantee here in contained shall remained in full force and direct immediately for a period of one year from date herein further agrees to extend the same from time to time (One year after) so that it shall continue to be enforceable till all the dues of the BSNL,.....under or by virtue of the said agreement fully paid and its claims satisfied or discharged or till BSNL, .....certifies that the terms and condition of the said agreement s have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee.

We (Name of the bank) further agree with the BSNL ..... That the BSNL, shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary and of the terms and condition of the said agreement or to extend life of performance by the this said contractor (s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL, ..... against the said contractor(s) and to for bear or enforce any of the terms and condition relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the BSNL,..... Or any indulgence by the BSNL,..... to the said contractor(s) or by any such matter or thing whatsoever which under the law elating to sureties would, but for this provision effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the contractor/Supplier.

This guarantee shall be irrevocable and the obligation of the bank here in shall not be conditional to any prior noticed by BSNL.

Date .....

For .....

(Indicating the Name of the Bank)

**N.B.** This guarantee should be issued on non-judicial stamped paper Rs.100/-, or stamp in accordance with the Stamp Act.

**SECTION –IX**

**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING  
(To reach on.....or before date of bid opening)**

To

The AGM(Plg),  
O/o GMTD, BSNL, Itanagar  
Arunachal Pradesh

Sub;- Authorization for attending bid opening on .....(date) in the  
tender of .....

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

Order of preference	Name	Specimen Signature
---------------------	------	--------------------

1.

2.

Alternate Representative

Signature of bidder

Or

Officer authorized to signed the bid  
Documents on behalf of the bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cased where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are able to attend.

2. Permission for entry to the hall where bid is open may be refused in case authorization as prescribed above is not received.

**IT IS A SPECIMEN COPY.  
BIDDER IS REQUESTED TO PREPARE A SEPARATE SHEET IN THEIR LETTER HEAD AS PER THIS  
PROFORMA AND PRODUCE THE SAME, DULY AUTHORISED, TO ATTEND THE BID OPENING  
PROGRAMME.**

**SECTION –X**

**AGREEMENT FORMAT**

The agreement is made on this day of ..... 2020 between M/s ..... (herein after called the “CONTRACTOR” whose term includes its successors and assignees) whose registered office is at ..... and is registered under ..... and acting through its authorized official Shri. .... AND Bharat Sanchar Nigam Limited (herein after called the BSNL whose term includes its successors and assignees) whose registered office is situated at 5<sup>th</sup> Floor, Sanchar Bhawan, 20, Ashoka Road, New Delhi and acting through its authorized official Shri....., at Office of General Manager Telecom, BSNL, Arunachal Pradesh Telecom SSA Office at Itanagar . The contractor will carry out \_\_\_\_\_(name of tender/work) for Bharat Sanchar Nigam Limited on the terms and conditions herein contained, and rates as mentioned in Financial Bid. The contractor has deposited Rs. ....(Rupees ..... ) as interest free performance security in the form of BG/DD/FD

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings

1. The contractor shall during the period of this contract that is to say from ..... to ..... or until this contract is determined by such notice as herein after mentioned , will carry out \_\_\_\_\_ (name of work) at the rates accepted as described in schedule vide

**Appendix-I** to this agreement..

2. The contractor shall comply with all the terms and conditions of tender documents contained in tender enquiry no. \_\_\_\_\_ date \_\_\_\_\_ which are part and parcel of this agreement and forms integral part of this agreement and also the following.

3. The contractor will submit bills to the AGM(Plg), O/o GMTD, BSNL, Itanagar, on monthly basis for a release of payment by BSNL.

4. In the event of any question, dispute, or difference arising under the agreement or in connection there with (except as to matter, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the ----- BSNL. 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 function of the ..... Or by whatever designation such officers may be called ( herein after referred to as the said officer) and if the ..... or the said officer is unable or unwilling to act as such, than to sole arbitration of some other person appointed by CGM// PGM/ TDM or the said officer. The agreement to appoint an arbitrator will be in accordance with the arbitration and conciliation Act 1996.

19. If the contractor institutes any legal proceedings against BSNL, to enforce any of its rights under this agreement it shall be in the legal jurisdiction of BSNL, Arunachal Pradesh

Signed : \_\_\_\_\_  
For and on behalf of the BSNL  
Name ( in Capitals):  
\_\_\_\_\_

Signed : \_\_\_\_\_  
For and on behalf of the Contractor  
Name ( in Capitals):  
\_\_\_\_\_

Position : \_\_\_\_\_  
Date : \_\_\_\_\_

Position: \_\_\_\_\_  
Date. : \_\_\_\_\_

In the presence of Witnesses

IN the presence of witnesses

- 1.
- 2.

- 1.
- 2.



**SECTION -XI**

**FINANCIAL BID (PRICE SCHEDULE) FORMAT**

(THE FINANCIAL BID (PRICE SCHEDULE) IS GIVEN IN SEPARATE EXCEL FILE IN E-TENDER WEBSITE. BIDDERS SHOULD DOWNLOAD, PROPERLY FILLED UP AND THEN UPLOAD THEIR FINANCIAL BID IN THE EXCEL FILE USING DSC)

NAME OF TENDER:			
NAME OF THE BIDDER & ADDRESS:			
<b>Sl No</b>	<b>DESCRIPTION</b>	<b>RATE QUOTED IN % AT/ABOVE/BELOW THE BASIC RATE (ONLY ONE ITEM SHOULD BE QUOTED)</b>	
		In Figure	In words
1	% ABOVE BASIC RATE		
	OR		OR
2	AT PAR WITH BASIC RATE		
	OR		OR
3	% BELOW BASIC RATE		

**NOTE:** 1) Only one item should be quoted out of the three i.e. Above or At par or Below the basic rate.

2) At par means, the bidder has to quote 0%

## SECTION -XII

### BASIC RATE

Sl No	Description	Qty	Base Rate	Total amount per annum
1	Outsourcing of Rigger Services in Arunachal Pradesh SSA	10 Nos	Rs.14,000/- per Rigger for 15 days in a month (inclusive of 12% EPF contribution from employer side, Insurance charges, service charge, all taxes except GST etc.)	Rs.16,80,000/-
2	Extra days (in case of exigencies)	5 days per rigger per month	Rs.593 per day per rigger	Rs.3,91,380
3	Rigger accessories like rope, safety belt, safety jacket, safety helmet etc	11	Rs.5000 per rigger per annum	Rs.55,000/-
			Sub Total	Rs.21,26,380/-
			GST (18%)	Rs.3,82,748/-
			TOTAL	Rs.25,09,128/-

#### NOTE:

- (1) The requirement of rigger will be at various subdivision and CM section. The actual location would be decided at later stage as per the field requirement.
- (2) In case Rigger is required to go outside the subdivision, reimbursement of transport expenses and local expenses per rigger per day, would be done @Rs.300 per day + Actual Bus fare(if BSNL does not provide the vehicle). In such an event, a letter would be issued by controlling officer as per requirement in the field. A copy of the bus/sumo ticket should be submitted as a proof while claiming the bills
- (3) Minimum assured amount will be paid only on availability of rigger for 15 day per month. If the rigger is not available for 15 days then proportionate payment would be deducted for the absent period.

### SECTION-XIII

#### NEAR RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given by the bidder in respect of status of employment of his/ her near relation in BSNL)

*"I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in **BSNL unit where tender is being submitted** as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me."*

*Signature of the tenderer*

With date and seal

## SECTION-XIV

### CHECK LIST FOR BIDDER

- 1) The bid document should be downloaded and then uploaded using DSC.
- 2) The following Form of bid document should be filled up, signed with seal, scanned and uploaded in the e-tender website by bidder:
  - i. Bid Form (Section-VI)
  - ii. Certificate of non-participation by family members (Section-XIII)
- 3) The financial bid in excel format should be duly filled up and uploaded using DSC
- 4) Cost of Bid Document. Scan copy of DD/Banker Cheque to be uploaded in e-tender website and original to be sent to BSNL as per the procedure given in bid document.
- 5) EMD. Scan copy of DD/Banker Cheque to be uploaded in e-tender website and original to be sent to BSNL as per the procedure given in bid document
- 6) A scan copy of the Authorization letter for attending tender opening shall be uploaded in e-tender website and original to be sent to BSNL as per the procedure given in bid document
- 7) Valid Trading License or Certificate of Incorporation from State Govt./Central Govt.
- 8) Documentary proof to show that the bidder is having previous experience in telecom related work in any central Govt / State Govt./CPSU/TSP, in the form of (a) copy of work order and (b) experience certificate issued by competent authority.
- 9) Partnership deed or articles/memorandum of association, in case of Partnership/Company.
- 10) Power of Attorney, wherever required.
- 11) Copy of PAN Card of the Firm or Company or Owner.
- 12) Income Tax Clearance Certificate or AP ST certificate (in case of exemption)
- 13) A copy of valid GST REGISTRATION document and Registration number. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration at the time of LoI/signing of contract, if declared successful.
- 14) An undertaking stating that Labour License would be submitted within one month from date of signing of agreement.
- 15) An undertaking stating that workmen compensation insurance policy would be carried out for the rigger workers employed by the contractor.
- 16) A copy of EPF registration.
- 17) In case of MSE bidders, a valid copy of UAM Registration Certificate issued by MoMSME/NSIC/DIC/KVIC/KVIB/Coir Board or Directorate of Handicrafts and Handlooms, or any other body specified by MoMSME.

**NOTE: In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low internet bandwidth speeds.**