



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprises)
OFFICE OF THE GENERAL MANAGER, TELECOM DISTRICT
DHENKANAL – 759 001

TECHNICAL BID

Tender/Bid Document for

All job works related to External Plant maintenance works of local telephone networks of all local telephone exchanges including digging and refilling of local cable fault pits by required variable number of unskilled labourers on day basis to be engaged by the contractor on each working day as and when required on need basis during each calendar month in respective concerned zone under the jurisdiction of concerned site engineer of Dhenkanal Telecom District individually & separately.

(For One Year)

Tender No: - GC-392/10-11/4 Dated: - 23.02.2011

ZONE NO. & NAME OF ZONE	:	ZONE NO	NAME OF ZONE
COST OF TENDER PAPER PARTICULARS.	:		
ISSUED TO	:		
SIGNATURE WITH SEAL OF THE ISSUING AUTHORITY AND DATE OF ISSUE	:		

Cost of Tender Document: - Rs. 552/-

Total number of Pages including front page:- 29

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Tender No: - GC-392/10-11/4

Dated: - 23.02.2011

Properly sealed tenders (Preferably with Packing PVC Tape/Sealing WAX) are invited by the General Manager Telecom District, Dhenkanal on behalf of the Bharat Sanchar Nigam Limited from eligible contractors or firms / agencies / organizations for carrying out various job works on contract basis by providing required number of unskilled labourers to concerned zone incharge SDOT/SDOP/SDE on daily basis as per need of SDOT or SDOP or SDE depending upon volume of required maintenance works in concerned zone on concerned particular working days of the month with the maximum permissible number of working days during each month for each unskilled labourer under each and every zone is permitted to 18 (Eighteen) days only.

SECTION – I, NOTICE INVITING TENDER

Sl. No. (1)	Name of Item(s) (2)	Description(s) (3)																																								
01.	Name of work	All job works related to External Plant maintenance works of local telephone networks of all local telephone exchanges including digging and refilling of local cable fault pits by required variable number of unskilled labourers on day basis to be engaged by the contractor on each working day as and when required on need basis during each calendar month in respective concerned zone under the jurisdiction of concerned site engineer of Dhenkanal Telecom District individually & separately.																																								
02.	Zone details of the SSA for the job works	<table border="1"> <thead> <tr> <th>ZONE No. (1)</th> <th>Name of the Zone (2)</th> <th>Name of the Site Engineers (3)</th> <th>Estimated Cost(Rs) (4)</th> <th>EMD (Bid Security)(Rs) (5)</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>P- Dhenkanal</td> <td>SDOP- Dhenkanal</td> <td>389340</td> <td>9734</td> </tr> <tr> <td>4</td> <td>P-Nalconagar</td> <td>SDOP-Nalconagar</td> <td>216300</td> <td>5408</td> </tr> <tr> <td>5</td> <td>T-Kaniha</td> <td>SDOT-Kaniha</td> <td>216300</td> <td>5408</td> </tr> <tr> <td>7</td> <td>T- Hindol Road</td> <td>SDOT- Hindol</td> <td>216300</td> <td>5408</td> </tr> <tr> <td>8</td> <td>T-Talcher</td> <td>SDOT-Talcher</td> <td>432600</td> <td>10815</td> </tr> <tr> <td>9</td> <td>T-Angul</td> <td>SDOT-Angul</td> <td>259560</td> <td>6489</td> </tr> <tr> <td>10</td> <td>G/E-Boinda</td> <td>SDOT-Boinda</td> <td>173040</td> <td>4326</td> </tr> </tbody> </table>	ZONE No. (1)	Name of the Zone (2)	Name of the Site Engineers (3)	Estimated Cost(Rs) (4)	EMD (Bid Security)(Rs) (5)	2	P- Dhenkanal	SDOP- Dhenkanal	389340	9734	4	P-Nalconagar	SDOP-Nalconagar	216300	5408	5	T-Kaniha	SDOT-Kaniha	216300	5408	7	T- Hindol Road	SDOT- Hindol	216300	5408	8	T-Talcher	SDOT-Talcher	432600	10815	9	T-Angul	SDOT-Angul	259560	6489	10	G/E-Boinda	SDOT-Boinda	173040	4326
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03.	Tender/Bid documents can be had from	SDE (MM), O/o. G.M.T.D., Dhenkanal																																								
04.	Cost of Tender/Bid document (Non refundable)	Rs.552/- (Rupees Five hundred fifty two) only for each document for each zone.																																								
05.	Criteria for issue of Tender/Bid document.	On production of cost of Bid document amounting Rs. 552/- in the shape of D.D./B.C. drawn in favour of Accounts Officer (Cash), BSNL, O/o. G.M.T.D., Dhenkanal payable at Dhenkanal. OR On production of original cash payment receipt of the above amount paid at Cash counter of this office to the SDE(MM), O/o GMTD, Dhenkanal.																																								
06.	Period of issue of Tender/Bid documents	All working days between 11:00 hours to 16:00 hours from dt:- 26.02.2011 to 19.03.2011																																								
07.	Time and Last date of submission of bids.	Up to 13:00 Hrs of dtd: 21.03.2011.																																								
08.	Time and date of opening of bids.	At 15:00 Hrs of Dated:- 21.03.2011 .If this date is declared as holiday then the opening date & time should automatically be treated as extended to next working day at 15:00 Hrs.																																								
09.	Eligibility & qualification criteria.	As per clause No. 13 – (a) to (n) of section – III under heading terms and conditions of technical bid.																																								
10.	Rejection of Tender	Unsealed, late receipt, incomplete, ambiguous and conditional rate tenders will be rejected																																								
11.	Mode of receipt of completely sealed tender document inside properly sealed outer envelope.	By registered post/courier service in such a way so as to reach to AGM(HR & Admn), O/o GMTD, Dhenkanal strictly upto 13:00 Hrs of 21.03.2011 .or by dropping in the Tender Box placed in the chamber of AGM(HR & Admn),O/O GMTD, Dhenkanal up to 13:00 Hrs of 21.03.2011 .																																								

N.B:- 1) The G.M.T.D, Dhenkanal reserves the right to accept or reject any or all tenders in part or whole without assigning any reason whatsoever thereof.2) **One Bidder is allowed to participate maximum in 3 (Three) zones only.** 3) Separate set of bid document is required to be submitted separately for each zone for participation in the tender process for those individual zone(s). **For details, please visit our website - www.orissa.bsnl.co.in**

Sd/-AGM(HR & Admn),O/o GMTD, Dhenkanal

Passport size Photograph (To be pasted) of the Tenderer / authorized Signatory holding Power of Attorney with signature on the front side of Photo graph overlapping the form

Section-II
TENDERER'S PROFILE

- 1. Name of the individual tenderer /firm
- 2. Name of the person submitting the tender whose photograph is affixed
Shri / Smt
- (In case of proprietary /Partnership firms, the tender has to be signed by proprietor/partner only, as the case may be)
- 3. Address of the individual tenderer /firm
.....
.....
- 4. Tel. Nos. with STD code (O)(Fax).....(R)
- Mobile No Email ID
- 5. Registration & incorporation particulars of the firm :
 - i) Proprietorship
 - ii) Partnership
 - iii) Private Limited
 - iv) Public Limited
 (Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)
- 6. Name of Proprietor/ Partner / Directors
- 7. Contractor's Registration Certificate details :
 - a) Category
 - b) Number
 - c) Issuing Authority
 - d) Issued on
 - e) Valid up to
- 8. Tenderer's bank, its address and his current account number
- 9. PAN & Income tax circle
- (Please attach a copy of PAN Card)

I / We hereby declare that the information furnished above is true and correct.

Place :
Date :

Signature of tenderer/Authorised signatory
Name of the tenderer
Seal of the tenderer

SECTION-III **Terms & Conditions**

Definition(s):

- a) "BSNL" OR "The Nigam" means Bharat Sanchar Nigam Limited (A Govt Of India Enterprise) acting on behalf of the President of India & Represented by the General Manager Telecom District, Dhenkanal.
- b) " The Bidder" means the individual or firm who participates in this tender & submits its bid.
- c) " The Work Order" means the order placed by the BSNL on the Bidder signed by the Engineer-in-charge of BSNL including all attachments & appendices there to and all document incorporated by reference therein. The work shall be deemed as "Contract" appearing in the document.
- d) "The Contract Price" means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.
- e) "Site Engineer" :- The concerned Sub-Divisional Officer (Phones) or Sub-Divisional Officer (Telegraphs) or Accounts Officer in-charge of this Telecom District is designated as "Site Engineer" under whose zone the contractor will provide the requisite number of unskilled labourers on daily basis as per actual requirement of concerned respective site engineer (Zone in-charge) varying from 0 (Zero) number to maximum number as mentioned against each SDOT or SDOP under section-XI of financial bid with the maximum permissible number of working days during each month for each and every unskilled labourer as 18 (Eighteen) only and as per all other different tender's terms-conditions. The details of different "site engineers" are described in Section-XI of financial bid.
- f) "Engineer In-charge" :- The controlling Asst. General Manager (N/W, OP-CFA) of respective Site Engineer of this Telecom District is designated as the "Engineer In-charge" of respective "Site Engineer" as mentioned in the Annexure -XI of financial bid of this tender.

INSTRUCTION TO TENDERERS / BIDDERS:-

1. The bidders/ Tenderers are expected, to examine all the instructions, forms, terms-conditions and specifications in the bid document. Failure to furnish all information, as per the Bid Document or submission of bids not substantially responsive to Bid Document in every respect will be at bidders risk and shall result in rejection of bids.
2. Tenderers bidding for work should have appropriate resources, necessary expertise, requisite manpower, proper co-coordinating and supervisory ability to undertake the work.
3. This tender is meant for carrying out of the work for a period of 01(one) year from the date of approval of the tender. The period of the validity of the work may be extended as per the terms and conditions mentioned in this document, if required by the GMTD, Dhenkanal and if agreed by the contractor.
4. The Bidder must have his establishment at Dhenkanal or Angul District for proper supervision of the work. OR The bidder is to arrange for his establishment at Dhenkanal or Angul District for proper supervision of the work after becoming successful in the Tender.
5. The successful Bidder will have to execute the job to the satisfaction of the concerned site Engineer who is a BSNL Authority. Any deficiency in work can be computed by the concerned site Engineer of the BSNL & the expense borne towards the work will be charged against the contractor as a penalty.

6. The rate of estimation will be done by BSNL authority taking all factors into account and the concerned BSNL authority is not liable to explain the contractor the details of the rate, as estimated.
7. The conditional and incomplete tenders, submission of false and fabricated documents are liable for rejection.
8. (a)Tenders without EMD(Bid Security) will be summarily rejected outright.
(b)The EMD(Bid Security) is also required to protect the BSNL, Dhenkanal against the risk from successful L-1 bidder(s) whose EMD(Bid Security) will be forfeited ,if (i) the successful L-1 bidders backs-out to accept the tender and do not deposit the Performance Security Deposit @ 5% of estimated cost of tender or (ii) The successful L-1 bidders do not come for execution of agreement after deposit of Performance Security Deposit within the scheduled time.
9. The tender can be sent by registered post or by courier service or can be dropped in the tender box provided for the purpose strictly as detailed under Sl. No-11 of NIT. However, delay in submission of tender will not be accepted at all.
10. The tender paper will not be issued to any individual/firm having link with any individual/ firm whose service in past has been found unsatisfactory by the concerned BSNL authority.
11. The part of the jurisdiction of the whole SSA for which the tender has been called for is divided into 7(Seven) separate Zones as mentioned under column No- (3) against Sl. No- 02. of NIT under heading “Name of the Zone”.
12. The Bidder whose relatives i.e., wife, Husband, Parents, Grandparents, Children, Grand Children, Brothers, Sisters In-laws, Uncles, Aunts, Cousins and their corresponding in-laws are working as employees in BSNL in Orissa Telecom Circle are not eligible to participate in this Tender.
13. **Documents establishing bidder’s eligibility and qualification**:- The bidder must submit the following documents as mentioned below under (a) to (n) except (d) and (e) along with the Technical Bid inside the “second” inner sealed envelope, and (d) & (e) inside “first” inner sealed envelope placed inside the sealed outer envelope failing which his technical bid will be declared as “Substantially NON-RESPONSIVE BID” :-
 - a) **Self-Attested photo copy of the valid Registration of individual Contractor / Firm.**
 - b) **Self-Attested Photo copy of PAN Card**
 - c) **Self-Attested Photo copy of Experience Certificate issued by an Officer or executive not below the rank of AGM or equivalent for any one or more fields like (1) U.G Cable laying works (2) O.F Cable laying works (3) Any other Job contract work which is /was executed through the unskilled labourers by the contractor(s) during the last 7 years ending on 31.01.2011 that is in between the period from 01.02.2004 to 31.01.2011 in any units of BSNL/MTNL/any PSU/any Central Govt/State Govt departments with proof of billed amount of minimum Rs. 1,00,000/- (One lakh) or more.**
 - d) **Cost of Tender/BID Document as per NIT (As per Sl. No. 04.)**
 - e) **EMD(Bid Security) as per NIT separately for each zone (As per sub-column no. (5) of column No.(3) against Sl. No. 02. of NIT for respective zone.)**
 - f) **Self-Attested photo Copy of valid EPF Registration Certificate**
 - g) **Self-Attested Photo copy of Valid ESI Registration Certificate .**
 - h) **Self-Attested Photo copy of valid Labour Registration Certificate.**
 - i) **Self-Attested Photo copy of Valid Service Tax Registration Certificate.**
 - j) **Declaration stating that none of his family members or near relatives are working in BSNL. (Proforma to be filled up and submitted along with technical bid as given in section - VI)**

- k) **Tender document(s) must be submitted , in original, duly filled in and signed by tenderer or his authorized representative along with seal and signature on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.**
- l) **Tenderer's profile duly filled in, as per section II of the technical bid portion of tender document.**
- m) **Original "Power of Attorney" in case person other than the tenderer has signed the tender documents must be submitted along with technical bid inside inner envelop number "Second".**
- n) **The tenders submitted by Partnership firms should furnish attested photocopy of "Partnership Deed" duly registered.**
14. Non-submission of any of the documents as mentioned under clause no-13 above will disqualify the bidder and his technical bid will be declared as substantially non-responsive bid and accordingly his bid will be cancelled and financial bid will be recorded in this office.
15. **The Bidders should quote the rates in figures and words in percentage (%) in "RATE SHEET" under section –IX of Financial Bid Form.**
16. In case of any discrepancy between words and figures quoted against items, the rate in words will prevail.
17. The General Manager Telecom District, BSNL, Dhenkanal reserves the rights to consider other factors like experience, credibility in particular job at least for last three consecutive financial years etc. in finalizing tender and not bound to accept lowest quoted rate tender at his discretion.
18. The tender with abnormal high/low rates are liable for rejection as per decision of BSNL authority.
19. BSNL will not be responsible for any loss incurred by the contractor in carrying out the contract work.
20. Taxes will be recovered as per BSNL rules as applicable from time to time.
21. The Contractor will not claim any permanent absorption of workers to be engaged by him for executing the works for this telecom district.
22. The General Manager Telecom District BSNL, Dhenkanal reserve every right to cancel / reject the contract for any work / all works if found unsatisfactory at any time during the validity period of contract without assigning any reasons but giving atleast 15 (Fifteen) advance notices.
23. The EMD of the successful tenderer shall be refunded without interest after completion of execution of agreement on deposit of Performance Security Deposit in case the tender(s) is finalized or within a month if the tender will be cancelled.
24. The General Manager Telecom District, BSNL, Dhenkanal reserves the right to go for more than one contractor in order to meet the time schedule for completion of works or otherwise for a specified category of work as deemed fit in the interest of the BSNL, Dhenkanal. His decision in this respect will be final and binding on all concerned.
25. The successful bidder must follow all the labour laws including Minimum wages Act-1948, ESI Act-1948 and EPF & MISC provisions Act-1952.
26. In case the L1 bidder of a zone fails to execute the work at any stage of the contract, the L2 bidder of the same zone on approved L-1 rates or L1 bidder of other zone at approved L-1 rate of that zone may be asked to complete the work as per the discretion and decision of GMTD, Dhenkanal. However, the Performance Security Deposit of the defaulted contractor will be forfeited and he may be black listed.
27. The GMTD, Dhenkanal reserves the right to offer the work of any zone where either no bidder has participated or L-1 bidder has backed out to the approved L1 bidder of any other adjacent zone of the SSA through this tender on his discretion & with all other tender's terms & conditions. The contract, in such cases will be awarded on willingness of the approved L-1 contractor of any adjacent zone as to be decided by GMTD, Dhenkanal on his discretion and in those cases the approved L-1 contractor of adjacent zone has to produce Performance Security Deposit and sign the agreement before award of the contract as per tender rules.

28. PERIOD OF VALIDITY OF BIDS:-

a) Bid shall remain valid for 180 days from date of opening of the bid (Qualifying Bid). A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY BSNL AS SUBSTANTIALLY NON-RESPONSIVE BID.

b) The BSNL, Dhenkanal reserves the right to request the lowest 3 bidders as per read out list on the opening day to extend the bid validity for a further period of 120 days in addition to 180 days but the bidders has no binding to necessarily extend the bid validity.

29. SIGNING OF BID

a) The bidder shall submit, as a part of his bid, the bid documents (in original) duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract. (Note : The tenderer is advised to keep a photocopy (at his own cost) of the bid documents for his own reference)

b) The bid shall contain no inter-lineation, erasures or overwriting but whenever & wherever is necessary to correct errors made by the bidder then in those cases such corrections shall be signed with date by the person or persons signing the bid.

30. METHOD OF PREPARATION OF BID:-

a) Bid for each zone separately and individually should be submitted in three properly sealed envelopes placed inside a main cover. These three envelopes should contain the following:-

Inside sealed Envelope Number.	Marked on the Cover	Contents inside of Envelope
First	“Bid Security”	1)EMD(Bid Security) as per NIT and 2)Cost of Bid Document as per NIT (if downloaded from web site)
Second	“Qualifying or Technical Bid”	Containing all documents as per clause 13 of section-III and complete technical bid document except the EMD and cost of bid document.
Third	“Financial Bid”	Rates duly quoted in percentage (%) by the tenderer in the format along with Financial Bid document.

- b) If the bid is not prepared in the above manner the bid will be rejected outright.
- c) On all these envelopes the name of the firm and whether “Bid Security” OR “Qualifying or Technical bid” OR “Financial bid” must be clearly mentioned and should be properly sealed (with sealing wax/packing PVC tape). These three envelopes are to be placed inside an outer envelope or main cover and properly sealed (with sealing wax/packing PVC tape). The tenders or bids, which are not submitted in above, mentioned manner will be summarily rejected.

d) All envelopes (3 inner & one outer) must bear the following :-

“All job works related to External Plant maintenance works of local telephone networks of all local telephone exchanges including digging and refilling of local cable fault pits by required variable number of unskilled labourers on day basis to be engaged by the contractor on each working day as and when required on need basis during each calendar month in respective concerned zone under the jurisdiction of concerned site engineer of Dhenkanal Telecom District individually & separately.

NOT TO OPEN BEFORE (DUE DATE AND TIME OF TENDER)

**(Tender No.....)
(Zone No.....Name of the Zone.....)
(Full Address of the Tendering Authority)”**

31. The tenderer will be bound by all terms, conditions and specifications as per the tender documents. Any tender with conditions other than those specified in the tender document will be summarily rejected. No modification by the contractor in any of the condition will be permitted after the tender is opened.

32. METHOD OF SUBMISSION OF BIDS:-

a) Properly sealed tenders should be dropped in person in the tender box placed in the office of AGM(HR & Admn), 1st Floor, O/o G.M.T.D., Dhenkanal upto the closing (date & time) of tender, as mentioned in NIT & be addressed to AGM(HR & Admn) 1st Floor O/o the General Manager, Telecom District, Dhenkanal-759001. The tenderer is to insure the delivery of the bids at the correct address. The BSNL shall not be held responsible for delivery of bid of any bidder to the wrong address by the postal department official or by any courier service staff. The slit of tender box will be sealed immediately on the specified time and date for receipt of tender as mentioned in NIT. Any tender presented in person after the sealing of box will not be received by G.M.T.D., Dhenkanal or by any of the subordinates or will not be allowed to be deposited in the tender box.

b) The bids complete in all respect can also be sent by Regd. Post/Speed post /courier service addressing to AGM(HR & Admn) O/o GMTD, Dhenkanal, Dakshinakali Road, BSNL Bhawan, Dhenkanal – 759001 in such a way so that the same must reach upto time and date as mentioned in NIT otherwise the same will not be considered at all by the TOC and thus will be rejected. Late receipt of bid will not be opened and will be returned to the bidder unopened by registered post. BSNL authority is not responsible for late receipt of BID by Regd. Post/Speed post /courier service.

33. Postponement of Tender opening :

Whenever it is considered necessary to postpone the opening of tenders, quick decision must be taken and communicated to the tenderers who have purchased the tender documents and shall be at least one day before the original date of opening. The reason for postponing the tender shall be recorded in writing. Such notice of extension of date of opening shall also be put-up on the notice board, should be uploaded on website and will also be published in the newspapers in which original NIT have been published. If the date of opening of bid is declared as holiday, the bids will be opened on the next working date at the same time and venue. The BSNL, if subsequently, declares date fixed for opening of bids as holiday suddenly then, 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.

34. MODIFICATIONS AND WITHDRAWAL OF BID

a) The bidder may modify or withdraw his bid(s) after submission of his bid(s) but the same can be done upto time and date as mentioned in NIT under sl. no.-7, provided that the intimation is deposited by the bidder in a properly sealed envelope (with Wax/Packing PVC tape) in the tender box, before the scheduled time & date for closing of tender.

b) No bid can be modified subsequent to the deadline for submission of bids.

35. BID OPENING AND EVALUATION

a) The BSNL shall open the bids in the presence of available bidders or their authorized representatives who choose to attend the bid opening at scheduled date & time as per NIT. The bidder's representative who are present should submit authority letter to this effect before they are allowed to participate in the bid opening and shall sign on an attendance register.

b) A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening if they have proper authority letter from concerned bidder.

c) The Bids shall be opened in the following manner :

I. The bid opening committee shall count the number of bids for each zone separately and numbers to the bids. For example, if 10 tenders have been received for a particular zone then the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the outer envelopes of all the bids with date.

II. The envelopes containing the tender offer and not properly sealed, shall not be opened and shall be rejected summarily and outrightly. Closing the cover by gum or by stapler pin or by both gum and stapler pin will not be treated as sealed cover. The reasons for not opening such tender offers shall be recorded on the face of the related envelope(s) and all the members of bid opening committee shall initial with date.

III. First the outer envelope supposed to be containing the three envelopes inside will be opened. The committee shall initial on all the three inside envelopes with date.

IV. Among these three envelopes, the first envelope marked "BID SECURITIES" will be opened first and examined.

V. The bidders who have submitted proper bid security / EMD and cost of bid document as per tender document's "Technical BID" in their "first" inside envelope then the "Second" inner envelope of only those bidders shall be opened by the TOC and papers/documents submitted by bidder shall be examined and recorded by the TOC. After opening the Technical bid along with other documents as found in second inner envelope, all the documents contained therein shall be serially numbered and signed by the bid opening committee members.

VI. After recording of the "Technical Bid", the TOC will place all the "financial bids" submitted by the bidders inside third sealed envelope will be placed in an separate envelope and will properly be sealed by wax/packaging PVC tape with signature after seal on the envelope of all TOC members and bidder or their authorized representatives which were present for keeping in safe custody.

e) The Financial Bid shall be opened in the following manner :

i. The third inside envelope marked "Financial Bid", will be opened only for substantially responsive bidder(s) who qualified in "Qualifying bid".

ii. The date and time of opening of "Financial bid" shall be conveyed to the bidders who have qualified in qualifying bid. The qualify bidders or their authorized representative may attend the financial bid opening.

iii. After opening the "financial bid", the bidder's name, bid prices, modifications, bid withdrawals and such other details as the BSNL, at its discretion may consider appropriate, will be announced at the opening time

iv. In case there is discrepancy in figures and words in the quoted rate(s), the same shall be announced in the financial bid opening, but the quoted rate(s) in words shall prevail.

f) CLARIFICATION OF BIDS BY THE BSNL

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

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

37. AWARD OF CONTRACT:-

a) The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable subject to fulfillment of all required labour laws and rules as applicable from time to time.

b) The work against the tender is for one year's requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between the BSNL and the Contractor.

38. Performance Security Deposit (PSD):-

a) The Bidders shall furnish Performance Security Deposit for an amount of 5% of the estimated cost of the tender for each individual zone separately, in the form of Bank Guarantee from a Nationalized Bank for a period of 1½ (One and half) years or through A/C Payee DD Drawn in favour of A.O. (Cash), BSNL, O/o G.M.T.D., Dhenkanal payable at Dhenkanal. The PSD is to be deposited within 10 (Ten) days from the date of receipt of letter of acceptance or letter of intent failing which their EMD or bid security may be forfeited and tender may be cancelled.

b) The Performance Security Deposit may be forfeited in part/ whole in case of:-

i. The successful L-1 bidder do not execute agreement after deposit of Performance Security Deposit within 7 (Seven) days.

ii. Unsatisfactory service by the contractor.

iii. Theft or misappropriation of articles of BSNL by the employees of contractor.

iv. Damage caused to the BSNL's assets and damage / loss to store issued to any employee(s) of the contractor.

v. Withdrawal of the successful tenderer from the contract before its expiry without giving proper notice as specified in the tender terms and conditions of this tender document.

39. Signing of Contract Agreement:-

The successful tenderer shall be required to execute an agreement on a non-judicial stamp paper of Rs.50/- (Rupees Fifty only) at his own cost as per the enclosed proforma within 10(Ten) days from the date of deposit of PSD in this office. In the event of failure of the tenderer to sign the agreement within 10(Ten) days of being called upon to do so after depositing required PSD, or in the event of his failure to start the work as stipulated in the work order, then the amount of PSD(Performance Security Deposit) in the form of DD or Bank Guarantee as the case may be, shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

40. Payment Terms:-

a) Based on execution of the work on daily basis under different zone as per actual requirement of the concerned site engineer for any number of unskilled labourers varying from 0(Zero) to maximum number as mentioned under column No. E(1) of Section -XI against each and every site engineer and zone subject to the condition that no unskilled labourer must be provided by the contractor to any of the site engineer of any zone for more than 18(eighteen) working days in a month under any circumstances, the contractor will prepare a workbook for the certification from JTO/SDOs/SDEs (Site Engineer) and countersigned by the concerned AGM(Engineer In-charge). On monthly basis, the contractor should submit the bill(in triplicate) latest by 10th of the following month with Xerox copy of work book duly certified by the concerned SDOs and countersigned by concerned AGM for onward transmission by concerned AGM to O/o G.M.T.D. for payment as per different tender's terms- conditions.

b) The contractor shall comply with all provisions of the ' Payment of Wages Act' 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen Compensation Act, 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961 and Contractor Labour (Regulation And Abolition) Act 1970 or the modifications thereof or any other labour laws relating thereto and the rules made there under from time to time. The contractor shall indemnify BSNL against payments to be made by him to all labourers engaged and provided by him strictly after observance of the Minimum Wages Act, 1948 and other labour laws.

- c) In case of delay of work by the contractor, a delay penalty will be imposed at the rate of 0.5% of the value of order per week of delay or part thereof, subject to maximum of 10% of the value of order.
41. **Contract period:-**The rates agreed upon shall be valid for a period of one year from the date of signing of agreement. The agreement will be normally for one year and can be extended on mutual agreement on same approved percentage rates and same terms & conditions for another Six Months period on the discretion of GMTD, Dhenkanal and if agreed by the contractor.
42. **Disputes in Tender Finalization:-**In the event of any disputes arising out of finalizing of tender agreement or any other matter relating to this tender the decision of GMTD, Dhenkanal shall be final and binding on all concerned.
43. **Disqualifying Clause:-**The BSNL reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with the BSNL. The terms and conditions enumerated above shall be binding and the bidders shall have to accept them in writing along with tender.
44. The GMTD, Dhenkanal reserves the right to vary the quantity of number of unskilled labourers to be provided by contractor against each respective zone as per actual requirement in the field from time to time.
45. The GMTD, Dhenkanal reserves the right to award work to more than one contractor in any Zone in exigency of service. However, the quantity of work may vary on contractor to contractor at any given point of time.
46. **Optional Termination by GMTD, Dhenkanal (other than due default of the contractor)**
- a) The GMTD, Dhenkanal may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or while of material, machinery and other equipment for use in or in respect of the work.
- b) In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work/operations concerned to the respective site-engineer or as directed by BSNL authority.
- c) The GMTD, Dhenkanal may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such items without any compensation whatsoever to the contractor.
47. The contractor shall not assign or sublet the work to any other person or agency without the prior written approval of GMTD, Dhenkanal.
48. For any attempt or negotiations directly on the part of the tenderer with the authority to whom he has submitted the tender to influence the BSNL by any means, the acceptance of the tender will be liable for exclusion from consideration.
49. All materials supplied to the tenderer will always be the sole property of the BSNL even when they are under the safe custody of the tenderer. Any damage or loss is to be made good by the contractor on actual cost basis.

50. The BSNL for execution of contract works will supply no manpower. The tenderer should make his own arrangements for the workmen required upto maximum permitted limit against each zone in number on any working day during each month as per actual requirement by concerned site engineer for execution of contracted work.
51. The successful tenderer should make his own arrangements to execute the work without interruption on any account.
52. The BSNL is not liable to pay for additional works carried out without prior sanction of GMTD, Dhenkanal. The BSNL will not be liable for any additional works, which have not been provided for in the work order or estimate but carried out by the contractor without prior written sanction of the GMTD, Dhenkanal.
53. The BSNL will pay no advance of any kind.
54. The GMTD, Dhenkanal reserves the right to impose any other conditions, if necessary, at any time during the validity period of the tender.
55. If the contractor fails to carry out work with the expected speed and standard the contract will be terminated & no work will be awarded.
56. While carrying out work for any existing exchanges within concerned zone, the contractor should ensure least interruption to the working equipment and GMTD, Dhenkanal is empowered to cancel the tender or impose any penalty including forfeiture of performance security deposit of the contractor for not following the tender's terms-conditions at any time.
57. All the amenities to the unskilled labourers such as drinking water, washing facilities etc. should be provided by the contractor at his own cost at the work spot as required under Contract Labour (R&A) Act, 1970.
58. The contractor should take responsibility for safety of all his unskilled workers and the BSNL will not be held responsible for any ty during the execution of any kind of contract work.
59. The tenderer will claim charges only for the quantum of unskilled labourers engaged as permitted through this tender and payment will be made to the contractor every month through A/C payee cheque only.
60. The person/persons deputed for the execution of job should have minimum working knowledge in the respective field and should have good conduct and behaviors. If any irregularity is noticed by supervisor or any representatives of BSNL(Site Engineer) , the contractor is liable to withdraw such person(s).
61. **Time Limit for Unforeseen Claim:-**Under no circumstances whatsoever shall any claim for any compensation from the BSNL on any account be considered unless the contractor submit the claim in writing within one month from the date of the final payment of the bill for the works concerned.
62. **Compensation under the Workmen's Compensation Act:-**The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act, 1923 and 1992 for injuries caused to any workman. If such compensation is paid by the BSNL as principal employer under Section (I) of the Section 12 of the said Act, such compensation will be recovered from the security deposit or from any pending bill due from the BSNL of the contractor on any account or otherwise.

63. **Protection of life and property and existing facilities. :-** The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect the life of all his unskilled labourers and property of BSNL and of the public from damage or losses resulting from his construction/operations and shall minimize the disturbance and inconvenience to the public.
64. **Matters to be Settled by Arbitration:-**Any question of difference or objections, whatsoever if arises in any way in connection with carrying the contract, the same shall be referred for arbitration to the CGMT, Orissa Telecom Circle ,Bhubaneswar or his nominee for arbitration and the decision of the arbitrator will be final.

65. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION :-

65.1) OBTAINING LICENCE BEFORE COMMENCEMENT OF WORK :-The contractor shall obtain a valid contractor's labour licence under the Contract (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, before commencement of the work, and continue to have a valid licence 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 contract arising out of the resultant non-execution of work and contractor will be solely responsible for any penalties to be imposed for violation of any of the above cited acts.

65.2) CONTRACTOR SHOULD FOLLOW THE LABOUR REGULATIONS :-

65.2.1) WORKING HOURS:-

- a) Normally working hours of an labourer or employee should not exceed 9 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.
- b) When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.
- c) 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, 1948 or not.
- d) Where the minimum wages prescribed by the Central Government, under the Minimum Wages Act, 1948 are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- e) 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.

65.2.2) 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 spot, 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, 1948 the actual wages being paid, the hours of work for such wage to be earned, wages periods, dates of payments of wages and other relevant informations.

65.2.3) PAYMENT OF WAGES :-

- a) The contractor shall fix wage periods in respect of which wages shall be payable.
- b) No wage period shall exceed one month and maximum no. of working days permitted for each labourer in any month is maximum 18 (eighteen) days.
- c) 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.
- d) 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.
- e) 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.
- 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 of wages shall be displayed at the place of work and a copy sent by the contractor to the site engineer and Engineer-in-charge under acknowledgement.
- h) It shall be the duty of the contractor to ensure the disbursement of wages in presence of the 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 the disbursement of wages by the contractor to workmen and certify for the same in prescribed wage register.
- i) The contractor shall obtain from the site 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 "Wage-cum-Muster Roll", as the case may be, in the following form :-

***"Certified that the amount shown in the column
No..... has been paid to the workman concerned in my
presence on dated..... at..... HOURS."***

65.2.4) FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- a. The wages of a worker shall be paid to him without any deduction of any kind except the following :
Fines:-
- b. Deductions for absence from duty i.e. from the place or the places 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 of overpayment of wages, advances granted shall be entered in a register.
- e. Any other deduction, which the Central Government may from time to time, allow.
- 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.

65.2.5) LABOUR RECORDS:-

- a) The contractor shall maintain a Register of Persons employed on work on contract in Form XIII of the Contract Labour (R&A) Central Rules 1971.
- b) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under contract in Form XVI of the CL (R&A) Rules 1971.
- c) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in form XVII of the CL (R&A) Rules 1971.
- d) Register of accidents - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars :
- e) Full particulars of the labourers who met with accident.
- f) Rate of Wages.
- g) Sex
- h) Age
- i) Nature of accident and cause of accident
- j) Time and date of accident
- k) Date and time when admitted in hospital
- l) Date of discharge from the hospital
- m) Period of treatment and result of treatment
- n) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- o) Claim required to be paid under Workmen's Compensation Act.
- p) Date of payment of compensation.
- q) Amount paid with details of the person to whom the same was paid.
- r) Authority by whom the compensation was assessed

65.2.6) ATTENDANCE CARD-CUM WAGE SLIP:-

- a) The contractor shall issue an Attendance card cum wage slip to each workman employed by him.
- b) The card shall be valid for each wage period.
- c) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- d) The card shall remain in possession of the worker during the wage period under reference.
- e) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- f) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

65.2.7) EMPLOYMENT CARD:-

The contractor shall issue an employment Card in the Form XIV of CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker.

65.2.8) SERVICE CERTIFICATE:-

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service Certificate in the Form XV of the CL (R&A) Central Rules 1971.

65.2.9) PRESERVATION OF LABOUR RECORDS :-

The labour records and records of Fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them in the custody of site engineer of BSNL and shall be made available by the site engineer for inspection by the Engineer-in-charge or Labour Officer or any other officers authorised by the CMD, BSNL, Corporate Office, New Delhi in this behalf.

66. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY:-

The labour officer or any person authorised by the Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor in regard to such provision.

67. REPORT OF INVESTIGATING OFFICER AND ACTION THEREON:-

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer in-charge indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. The Engineer in-charge shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the authorized officer as the case may be.

68. INSPECTION OF BOOKS & SLIPS

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Central Government on his behalf.

69. SUBMISSION OF RETURNS

The contractor shall submit periodical returns as may be specified from time to time.

70. AMENDMENTS:-

The Central Government may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations.

71. The Contractor will be bound by all the aspects and legal issues relating to all the labour laws.

72. The contractor shall be required to have registration in EPF department and they should fulfill / comply all the provisions of EPF and Misc. Provisions of Act 1952 and Employees Scheme 1952.

73. Each claim bill of contractors must accompany the following documents:-

- a) list showing the details of labourers/employees engaged,
- b) Details for duration of their engagement,
- c) Documentary proof for the amount of wages paid to such labourers / Employees for the duration in question as per rates applicable during respective month as per Minimum Wage Act, 1948.
- d) Documentary proof for amount of EPF contributions (both employer's contribution and employee's contribution) for the duration of engagement in question, paid to the EPF authorities,
- e) copies of authenticated documents of payments of such contribution to EPF authorities
- f) Documentary proof for amount of ESI Premium (both employer's shares @ 4.75% and employee's share @ 1.75%) for the duration of engagement in question for each labourer paid to ESI authorities.
- g) a declaration from the contractors regarding compliance of the conditions of the EPF and Misc. Provisions Act, 1952.
- h) Copies of wage slips issued by the contractor to his concerned employees or labourers as per rule 26(2) of minimum wages act, 1948
- i) Copies of payment particulars made by the contractor to each employees or labourers for concerned month
- j) Copy of muster roll
- k) Copy of register of wages
- l) Copy of register of overtime
- m) Copy of register of fines
- n) Copy of register of deduction for damage or loss

The payment to each employee (labourer) must be made by employer (contractor) on or before 07th (seventh) of each month for the work done by his employee (labourer) during preceding month. No payment by the contractor (employer) to its employees (labourers) will be acceptable if paid after 7th (seventh) of the month for the work done by his employee during the preceding month as because it is mandatory as per minimum wages act, 1948.

74. The contractor shall comply with all provisions of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour Rules 1971 as amended from time to time. Contractor shall register themselves after receipt of letter of acceptance of the tender with concerned licensing authority as per Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour Rules 1971 as amended from time to time as applicable, and shall commence the actual work only after receipt of labour license from concerned licensing authority under the provision of the Contract Labour (Regulation and Abolition) Act 1970 and Labour Rules 1971 as amended from time to time and continue to have valid labour license until completion of work.

75. The contractor will ensure compliance of Employees Provident Fund & Misc. provisions Act. 1952 & Employees Provident Fund Scheme 1952 in respect of labourers/ employees engaged by him for performing the works of BSNL, Dhenkanal
76. The contractor or employer must display the following notice at the main entrance of the establishment and its office as per rule No 22 of minimum wages act 1948.
- (a) Notice containing minimum rates of wages fixed (in English & Hindi) applicable during that particular month.
- (b) Notice containing abstract from the from the minimum wages act 1948 & rules made there under (in Hindi & English) during that month.
- (c) Name and address of the Labour Inspector (LEO) (in Hindi & English)
77. The contractor or employer must maintain the following registers and records without fail since these are required as per minimum wages Act 1948.
- (a) The muster roll in form V must be kept and maintained properly at work spot as prescribed in rule 26(5) of minimum wages act, 1948.
- (b) The Register of wages in form X must be kept and maintained properly at work spot as prescribed in Rule-26(1) of minimum wages act, 1948.
- (c) The register of overtime in form IV must be kept and maintained properly at work spot as prescribed in Rule 25(2) of minimum wages act 1948.
- (d) The Register of fines in form-I must be kept at work spot and maintained properly as prescribed Rule-21(4) of minimum wages act, 1948.
- (e) The register of deductions for damage or loss in form –II must be kept at work spot and maintained properly as prescribed in Rule- 21(4) of minimum wages act, 1948.
- (f) The wage slips must be issued by the contractor or employer as per Rule 26(2) to all labourers or employees on the last day of each month without fail with contractor's signature and the signature of concerned employee should be taken on each wages slip as an acknowledgement of the concerned employee.
- (g) Acquaintance of employee's must be obtained on wage register and on wage slips as per Rule 26(3) of minimum wages act, 1948.
- (h) Entries in the wage register and wage slips must be authenticated as per Rule 26(4) of minimum wages act, 1948.
- (i) Annual return in form- III for the concerned year must be submitted by the contractor in time to the concerned office of the ministry of labour as required under minimum wages act, 1948.
78. The contractor must obtain the required labour license from concerned office of the ministry of labour within 15 days from the date of receipt of from-V from DGM(CFA), O/o GMTD, Dhenkanal (Odisha) and submit the copy of the same to the DGM(CFA), O/o GMTD, Dhenkanal(Odisha) after next 5 days positively otherwise neither his first bill will be paid nor his approved tender will continue further. This means that the accepted or approved tender of the successful contractor will be cancelled if the contractor fails to submit valid labour license within 20 days to DGM(CFA), O/o GMTD, BSNL, Dhenkanal (Odisha) without giving any further notice to him.

I have gone through the terms and conditions thoroughly and convey my acceptance in full.

Seal & Signature of Bidder

SECTION - IV

SCOPE, SPECIFICATION & JOB DESCRIPTIONS:-

The tender is called to perform the following works for maintenance of external plants of all different telephone exchanges of the respective concerned zone. The contractor has to issue the IDENTITY CARDS to the workers for entering into the respective exchange premises. The contractor should not change the designated workers until the issue of form 5/10 of EPF department by him for a particular month.

Details of the works of the tender for - All job works related to External Plant maintenance works of local telephone networks of all local telephone exchanges including digging and refilling of local cable fault pits by required variable number of unskilled labourers on day basis to be engaged by the contractor on each working day as and when required on need basis during each calendar month in respective concerned zone under the jurisdiction of concerned site engineer of Dhenkanal Telecom District individually & separately:-

The contractor has to deploy the permissible number of unskilled labourers on each working day which will be in variable numbers on each day during each calendar month as per actual requirement of concerned site engineer and as per tender to carryout all the job works related to all external plant day to day maintenance requirements for all local telephone networks under the jurisdiction of respective concerned site engineer and under the guidance / Supervision of concerned SDOs/JTOs/TTAs/Line staffs who are to provide the tools and stores for the same.

1. The faults in telephone lines are to be removed / restored within 24 hrs, if the fault persists in the line network(within D.P. to Subscribers instrument). The work includes tracing, locating & replacement of faulty EPBT & SSDW/ wires & accessories (Including posts) where ever required, operate Tests with subscriber & Telephone exchange & closing of Dockets.
2. In case the fault is due to U.G. local Cable Network, the same should be restored within 3 days. Temporary Joints is allowed for the purpose. However the joints should be made permanent within 7 days.

3. Drawing of Drop Wire Connection from DP to subscriber premises:-

Different lengths of drop wire are to be drawn for replacement of faulty drop wire in rural and urban areas. Drop wire are to supplied by the BSNL and it should be drawn as per the departmental procedure.

4. Digging of trenches for local cables, laying of U/G local cables inside the trenches and then refilling the local cable trenches will be done by the unskilled labourers provided by the contractor to the site engineer.

As per the requirement in the field, digging of local cable trench and laying of local cables is to be made as per direction of SDO/JTO/Line Staffs for restoration of local cable networks for removal of long pending cable faults of subscribers.

Wherever required road punching / road cutting / asphalted cutting and re-instatement for the local cable networks are to be done as per direction of the site engineer.

The contractor has to take the required stores from the SDO's Store Depot to the site at his expense by giving requisition, and at the end of work the balance store materials are to be returned to SDO's store with acknowledgement on his expense.

5. Digging of local cable fault Pits for Maintenance Purpose.

Digging of local cable fault pits of different sizes are required to be made by the unskilled labourers to be provided by the contractor for attending local cable faults at different places and to refill all the local cable fault pits after the work is completed.

Care should be taken during digging of local cable fault pits for attending local cable faults, so that properties of other Govt departments./ Private bodies (for example- PHD Pipe lines, Electricity cables, and other operator's cable Networks etc.) should not be damaged. In case of any damage of such property, the contractor should take the responsibility and restore the corresponding property at his cost up to the satisfaction of the respective bodies. The contractor will be fully responsible for payment of any type of compensation to be paid to other parties due to above accounts.

6. Jointing of local Cables

- i. Joints of cables are to be done as per the requirement for restoration of local cable faults.
 - ii. Different sizes of local cables are to be attended by the man power supplied by the contractor.
 - iii. Care should be taken during jointing of local cables, that good pairs should not be damaged & wrong connection of pairs should not be occurred.
 - iv. All the materials for jointing of local cables will be supplied by the BSNL .
 - v. After jointing of local cables, all the pairs are to be tested and no loss of any pair of local cable will be allowed .Penalty will be imposed for loss of pair as per departmental rules.
 - vi. The workers of the contractor should return the balance & replaced material / equipment to the concerned supervisor on completion of the specific work along with the tools issued to them failing which the contractor will have to compensate the loss, as decided by the competent authority.
 - vii. These activities are to be carried out as per requirement of the concerned site engineer of the zone.
7. Telephone Posts are to be maintained properly and the DPs should also be maintained properly and are to be dressed at regular interval of time as per instruction of site engineer concerned of the zone.

8. Any Other works.

In addition to all the above works described, all other works related to external plant day to day maintenance in respect of any local telephone exchange under jurisdiction of respective concerned site engineer as per actual requirements by the Site Engineer of the zone must also be done by the unskilled workers supplied by the contractor.

I fully understood the job description and work to be carried out. I shall do the work accordingly. Further I shall obey the directives of the site engineer and other BSNL Authority in this respect from time to time.

Signature of the bidder

Section-V

AGREEMENT (SAMPLE FORMAT)

An agreement made this between GMTD, Dhenkanal hereinafter called the BSNL to the context include his successors and assignees on the one part and having his/ its residence/ Office at.....
(Actual through its constituted attorney hereinafter called "Contractor" (Which term shall include their heirs, executors, successors and assignees on the other parts.

Whereas the BSNL is desirous of getting executed certain work namely: **All job works related to External Plant maintenance works of local telephone networks of all local telephone exchanges including digging and refilling of local cable fault pits by required variable number of unskilled labourers on day basis to be engaged by the contractor on each working day as and when required on need basis during each calendar month in respective concerned zone under the jurisdiction of concerned site engineer of Dhenkanal Telecom District individually & separately.**

vide Tender No..... dated -.....

And whereas the contractor is ready and willing to execute the said works in accordance with contract as per different terms – conditions of the tender document vide Tender No.....Dt

Now this agreement and it is hereby agreed and declared as follows.

1. The tender notice, Terms and conditions, Tender schedule etc as per tender document vide Tender No dated - (along with its enclosures) annexed hereto and such other additional particular instructions drawing as may be found requisite to be given during execution of the work shall be deemed and taken to be integral part of the contract and also be deemed to be included in the expression " Contractual or contract documents" wherever herein used.
2. In consideration of the payment to be made to the Contractor for the works to be executed by him, the contractor hereby conveys the BSNL that the contractor shall in accordance with the tender document do provide the required unskilled labourers, execute and complete the said works and shall perform all other acts, deeds, comments and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms-conditions of the tender.

3. The party at second part called as " Contractor" also declares that none of his/her relatives i.e Wife, Husband, Parents, Grand parents, children and Grand Children, Brothers, Sisters, Uncles, Aunts and cousins and their corresponding in-laws is working as an officer or an official in BSNL in Orissa Telecom Circle.
4. In consideration of the due provisions, execution and completion of the said works, the BSNL hereby agrees with the Contractor that the BSNL will pay to the Contractor the respective amounts for the works done by the contractor such sum(s) as may become payable to the contractor under the provisions of the contract agreement.
5. The contract will be in force for one year with effect from to
6. That the contractor hereby undertakes to follow all necessary labour rules including minimum wages act, 1948 described in this tender document from clause No- 65 to 78 of Section-III and issued by the Govt. from time to time.
7. Performance Security Deposit of Rs.....is furnished below:-
Performance Security Deposit for Rs..... is furnished through of Bank Guarantee/ DD No.Dt..... of (bank)and it is valid upto Dt.....

In witness where of the particulars here to have executed these present the day and the year first above written.

Signature of the Contractor

Signed and delivered

Name/Address of the Contractor

for and on behalf of the
Bharat Sanchar Nigam Limited.

In the Presence of witness:

1. Signature:

1. Signature:

Name/Address:

Name/Address:

Designation:

Designation:

SECTION-VI

PROFORMA FOR NO NEAR RELATIVES CERTIFICATE IN BSNL

[Certificate to be given by the contractor in respect of no near relative (s) in BSNL of the contractor.]

DECLARATION

I,

S/o.....resident of
.....hereby certify that none of my near relative(s) as defined in the tender document is/are employed any where in BSNL 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 bidder

Note: 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) and 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.)

Note : In case of proprietorship firm, certificate will be given by the proprietor, for partnership firm, certificate will be given by all the partners and in case of Private Ltd. Company, by all the directors of the company.

Signature of the Tenderer

Name of the Contractor.

(Capacity in which signing)

Place:

Date:

SECTION- VII
CHECK LIST

Sl No.	Description	Remarks
1	Whether the following papers are enclosed?	YES or NO
a)	<i>Self-Attested photo copy of the valid Registration of individual Contractor / Firm.</i>	
b)	<i>Self-Attested Photo copy of PAN Card</i>	
c)	<i>Self-Attested Photo copy of Experience Certificate as per Clause No-13(c) of sec-III.</i>	
d)	<i>Cost of Tender Document as per NIT.(in side 1st Envelop)</i>	
e)	<i>EMD as per NIT. (in side 1st Envelop)</i>	
f)	<i>Self-Attested photo Copy of valid EPF registration certificate .</i>	
g)	<i>Self-Attested Photo copy of valid ESI Registration Certificate.</i>	
h)	<i>Self-Attested Photo copy of valid Labour Registration Certificate.</i>	
i)	<i>Self-Attested Photo copy of valid Service Tax Registration Certificate.</i>	
j)	<i>Declaration stating that none of his family member or near relatives working in BSNL.(Proforma to be filled up as given in section – VI)</i>	
k)	<i>Tender document(s), in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.</i>	
l)	<i>Tenderer's profile duly filled in, as per section II of the tender document.</i>	
m)	<i>Original "Power of Attorney" in case person other than the tenderer has signed the tender documents must be submitted along with technical bid inside inner envelop number "Second".</i>	
n)	<i>The tenders submitted by Partnership firms should furnish attested photocopy of "Partnership Deed" duly registered.</i>	
2	<i>Whether the tender has been sealed properly?</i>	
3	<i>Whether the corrections if any has been encircled and fresh entry mode and signed by the authorized signatory? (No over writing is permissible).</i>	
4	<i>Whether your tender is conditional ? (All conditional tender will be rejected.)</i>	
5	<i>Whether you have superscribed on the envelope the name & zone of the tender?</i>	

SECTION-VIII

QUESTIONNAIRE FORMING PART OF TENDER TO BE FILLED IN

1. Full Name of the individual contractor/firm
(In capitals) :
2. Individual contractor's/ Firm's Address :
3. Telephone Number(s) :
4. Is the firm (Proprietary or Partnership) :
5. Name(s) of the proprietor or partner :
6. Brief description of work carried out by the
firm in last Three years with name of the :
7. Clients, Nature and value of work done for
each. (Please attach extra sheet if necessary):
8. Is the firm registered with any agency/Govt
, if so furnish details of registration.
9. Has the firm been blacklisted by any
organization, if so attach the details of the same. :
10. Income Tax Account No / PAN Number :
11. Is the bidder aware of all the rules and
guidelines by Govt. on the subject of tender. :
12. EPF Registration No :
13. ESI Registration No :
14. Service Tax Registration No. :
15. Labour Registration No. :
16. E-mail ID, if any :

I/We hereby certify that the above-mentioned particulars are true and correct.

Date: Signature _____

Place:

For and on behalf of Tenderer



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprises)
OFFICE OF THE GENERAL MANAGER, TELECOM DISTRICT
DHENKANAL – 759 001

FINANCIAL BID

Tender/Bid Document for

All job works related to External Plant maintenance works of local telephone networks of all local telephone exchanges including digging and refilling of local cable fault pits by required variable number of unskilled labourers on day basis to be engaged by the contractor on each working day as and when required on need basis during each calendar month in respective concerned zone under the jurisdiction of concerned site engineer of Dhenkanal Telecom District individually & separately.

(For One Year)

Tender No: - GC-392/10-11/4

Dated: - 23.02.2011

ZONE NO. & NAME OF ZONE	:	ZONE NO	NAME OF ZONE
COST OF TENDER PAPER PARTICULARS.	:		
ISSUED TO	:		
SIGNATURE WITH SEAL OF THE ISSUING AUTHORITY AND DATE OF ISSUE	:		

SECTION- IX

Tender No: - GC-392/10-11/4

Dated: - 23.02.2011

Zone No :		Name of Zone :	
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RATE SHEET

The bidder should quote the percentage of profit of the amount shown under column No.-3 against Sl. No-1 of section-X (Schedule of Rates) in figures & words of per day wages of one unskilled labourer effective from dt:01.10.2010 onwards as decided by Dy. Chief Labour Commissioner (C), Bhubaneswar. During validity period of the tender, the per day wages of one unskilled labourer is automatically allowed to be changed w.e.f. dated 01.04.2011 to 30.09.2011, w.e.f. dated 01.10.2011 to 31.03.2012 and then w.e.f. dated 01.04.2012 onwards till next revision by Dy. C.L.C.(Central), Bhubaneswar. The above revision in per day wages will be strictly as per decisions and circulars of Dy. C.L.C.(Central), Bhubaneswar only.

IN FIGURES %

IN WORDSPERCENTAGE.

Seal & Signature of Bidder.

SECTION- X

Tender No: - GC-392/10-11/4

Dated: - 23.02.2011

SCHEDULE OF RATES

The Schedule of Rates to be paid to the contractor (Bidder) excluding Service Tax (which will be paid by BSNL to the contractor extra as applicable) to provide each unskilled labourer for one day by the bidder in accordance with per day wages fixed for each unskilled labourer by Dy. Chief Labour Commissioner (C), Bhubaneswar w.e.f. dt- 01.10.2010 onwards is as under :-

Sl. No	Description	Amount (in Rs.)
1	Daily wages of one unskilled labourer w.e.f. date 01.10.2010 onwards as prescribed by Dy. CLC(C), Bhubaneswar.	Rs 156.00 per day per unskilled labourer.
2	Employer's (Contractor's) share of EPF contribution for per day per unskilled labourer @12%+1.11% as administrative charges of EPF Deptt. + 0.50% as EDLI Charges of EPF Deptt. = @ 12 + 1.11+0.50 = @ 13.61% of amount under column No-3 against sl. No-1 of this table.	Rs 21.23
3	Employer's (Contractor's) share of ESI contribution for per day per unskilled labourer @ 4.75% of amount under column No-3 against sl. No-1 of this table.	Rs 7.41
4	Employer's (Contractor's) profit for providing per day one unskilled labourer in percentage of amount under column No-3 against sl. No-1 of this table to be quoted by the bidder in figures & words in the rate sheet of financial bid at Section – IX.	The amount will arrive in accordance with finally approved L-1 percentage of amount shown under column No-3 against sl. No-1 of this table.

Note :- The above mentioned amounts shown under column No-3 against Sl. No-1,2 &3 of above table and approved L-1 percentage profit to the successful bidder against sl.no. 4 for this tender in respect to different zone(s) will be allowed to be changed automatically w.e.f. dt- 01.04.2011 to 30.09.2011, w.e.f. dt- 01.10.2011 to 31.03.2012 and w.e.f. 01.04.2012 onwards strictly in accordance with per day wages to be revised and decided in future w.e.f. dt- 01.04.2011, 01.10.2011 and 01.04.2012 by Dy. Chief Labour Commissioner (C), Bhubaneswar.

SECTION- XI

(ZONE WISE REQUIREMENT FROM 0(ZERO) TO MAXIMUM NO. OF UNSKILLED LABOURERS ON ANY WORKING DAY OF THE MONTH)

Tender No: - GC-392/10-11/4

Dated: -23.02.2011

The requirement of minimum 0(zero) to maximum no. of unskilled labourers on any working day of the month for respective zones with the strict condition that maximum 18 (Eighteen) working days are permissible in each month for each and every individual unskilled labourer to be provided to any site engineer of any zone by the contractor as per actual requirement of concerned SDO(Phones)/ SDO(Telegraphs)/SDE of BSNL, Dhenkanal SSA for different zones. No any unskilled labourer under any circumstances must be supplied or provided by the contractor to any site engineer of BSNL for more than 18 (Eighteen) working days in a month.

Sl. No	Zone No.	Designation of the "Site Engineer" of BSNL Dhenkanal SSA.	Designation of "Engineer-in-charge" of "site engineer" of BSNL, Dhenkanal SSA.	Total No. of minimum 0(Zero) to maximum number of unskilled labourers as mentioned under sub-column (2) of this column against each zone or site engineer on any working day with the condition that no any unskilled labourer under any zone by concerned contractor of the zone must be provided for more than 18 working days in any of the month. (E)		
				Minimum 0(Zero) to Maximum no. of Mazdoors to be provided by the contractor on any working day during each month (In numbers) (1)	Maximum no. of days permitted durig each calender month for supply of each Mazdoor by the contractor to any respective site engineer of zone. (in no. of days) (2)	Maximum no. of consecutive days of supply for each Mazdoor by the contractor to any site engineer of any zone are restricted to. (in no. of days) (3)
(A)	(B)	(C)	(D)	(1)	(2)	(3)
1	2	SDOP- Dhenkanal	AGM(N/W OP-CFA), Dhenkanal.	9	18	05
2	4	SDOP-Nalconagar	AGM(N/W OP-CFA), Nalconagar	5	18	05
3	5	SDOT-Kaniha	AGM(N/W OP-CFA), Nalconagar	5	18	05
4	7	SDOT- Hindol Road	AGM(N/W OP-CFA), Dhenkanal.	5	18	05
5	8	SDOT-Talcher	AGM(N/W OP-CFA), Nalconagar	10	18	05
6	9	SDOT-Angul	AGM(N/W OP-CFA), Angul	6	18	05
7	10	SDOT-Boinda	AGM(N/W OP-CFA), Angul	4	18	05

Note :-(1) The employer (Contractor) must not supply any individual Mazdoor to any Site Engineer of any zone for more than 5 (five) consecutive days during any month . This means that he should not supply any individual mazdoor for 6 or more consecutive days during any month under any circumstances. (2) The employer (Contractor) can only supply an individual mazdoor to the concerned Site Engineer of any zone for maximum 18 days in a calender month as per actual requirement of site Engineer and as per consultation by the contractor from the respective concerned site engineer. This means that he should not supply a particular mazdoor for more than 18 days in a month.