

BHARAT SANCHAR NIGAM LIMITED

**(A Government of India Enterprises)**

**OFFICE OF THE GENERAL MANAGER, TELECOM DISTRICT**

### **KORAPUT – 764020**

technical BID

**Tender/Bid Document**

**OPEN TENDER FOR OUTSOURCING OF ALL THE INTERNAL /EXTERNAL INFRASTRUCTURE MAINTENANCE SERVICES INCLUDING CLEANING & SWEEPING OF RESPECTIVE BUILDING’S CARPET AREAS AND OPEN SPACES AND ALL THE 15 WORKS AS MENTIONED UNDER SECTION-IV OF THE TECHNICAL BID UNDER DIFFERENT RESPECTIVE ZONES UNDER CONCERNED SDOS/SDES SEPARATELY AND INDIVIDUALLY IN KORAPUT SSA.**

**(For One Year)**

**Tender No: - S-10(I)/2012-13/01 Dated: - 24.12.2012**

|  |  |  |  |
| --- | --- | --- | --- |
| 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. 525/-**

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**OFFICE OF THE GENERAL MANAGER, TELECOM DISTRICT**

### **KORAPUT – 764 020**

## Tender No: - S-10(I)/2012-13/01 Dated: - 24.12.2012

Properly sealed tenders (Preferably with Packing PVC Tape/Sealing WAX) are invited by the General Manager Telecom District, Koraput on behalf of the Bharat Sanchar Nigam Limited from eligible contractors or firms / agencies / organizations for carrying out various internal infrastructure maintenance works on contract basis by providing required number of skilled,semi skilled and Un skilled manpower to concerned site/ incharge SDOT/SDOP/SDE/AO on daily basis in concerned zone during each month. The maximum number of days for each person engaged in manpower in a month are permitted to a maximum of 26(Twenty-six) days only.

# **SECTION – I,**

# **NOTICE INVITING TENDER**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sl.**  **No.**  **(1)** | **Name of Item(s)**  **(2)** | **Description(s)**  **(3)** | | | | |
| 01. | Name of work | Open tender for outsourcing of all the internal infrastructure maintenance services including cleaning & Sweeping of respective building’s carpet areas and open spaces and all the 15 works as mentioned under Section-IV of the Technical bid under different respective Zones under concerned SDOs/SDEs separately and individually in Koraput SSA. | | | | |
| 02. | the internal infrastructure maintenance services including cleaning & Sweeping of respective building’s carpet areas and open spaces and all the 15 works as mentioned under Section-IV of the Technical bid under different respective Zones under concerned SDOs/SDEs separately and individually in Koraput SSA. | ZONE No.  (1) | Name of the Zone  (2) | Name of the  Site In Charges  (3) | Estimated Cost(Rs)  (4) | EMD  (Bid Security)(Rs)  (5) |
| **1** | KORAPUT | SDOT- Koraput | 40,00,000/- | 1,00,000/- |
| SDE I/D Koraput |
| SDE-TI KPT |
| **2** | JEYPORE | SDOT JEYPORE | 50,00,000/- | 1,25,000/- |
| SDOP JEYPORE |
| SDE INDOOR JEY |
| SDE TI JEYPORE |
| **3** | MALKANGIRI | SDOT MALKANGIRI | 45,00,000/- | 1,12,500/- |
| SDOT NABARANGPUR |
| **4** | RAYAGADA | SDOT-Gunupur | 60,00,000/- | 1,50,000/- |
| SDOP-Rayagada |
| SDE I/D Rayagada |
| SDOT-Rayagada |
| **5** | ADMIN BUILDING | SDE ,HRD | 60,00,000/- | 1,50,000/- |
| SDE,PLG |
| SDE,MIS |
| SDE,COMM |
| SDE,ESTIMATE |
| SDE,CMTS |
| AO,CASH |
| AO,TRA |
| AO,COMPTER |
| 03. | Tender/Bid documents can be had from | SDE (plg), O/o. G.M.T.D., Koraput | | | | |
| 04. | Cost of Tender/Bid document  (Non refundable) | Rs.525/- (Rupees Five hundred twenty five) only for each document for each zone. | | | | |
| 05. | Criteria for issue of Tender/Bid document. | On production of cost of Bid document amounting Rs. 525/- in the shape of D.D./B.C. drawn in favour of Accounts Officer (Cash), BSNL, O/o. G.M.T.D., Koraput payable at Koraput. **OR**  On production of original cash payment receipt of the above amount paid at Cash counter of this office to the SDE(plg), O/o GMTD, Koraput. | | | | |
| 06. | Period of issue of Tender/Bid documents | All working days between **11:00 hours to 16:00 hours** from **dt:- 24.12.2012 to 23.01.2013** | | | | |
| 07. | Time and Last date of submission of bids. | **Up to 13:00 Hrs of dtd: 24.01.2013** | | | | |
| 08. | Time and date of opening of bids. | At **15:30 Hrs** of Dated:- **24.01.2013** If this date is declared as holiday then the opening date & time should automatically be treated as extended to next working day at 15:30 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, Koraput strictly upto **13:00 Hrs of 24.01.2013** or by dropping in the Tender Box placed in the chamber of AGM(HR & Admn),O/O GMTD, Koraput up to **13:00** Hrs of **24.01.2013** | | | | |

**N.B:-** 1) The G.M.T.D, Koraput reserves the right to accept or reject any or all tenders in part or whole without assigning any reason wherever situation arises not acceptable to BSNL.2) **One Bidder is allowed to participate for MAXIMUM 2 zones**. 3) Separate set of bid document are 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**](http://www.orissa.bsnl.co.in/)

**AGM(HR & Admn),**

**O/o GMTD, Koraput**

**Section-II**

**BIDDER’S PROFILE**

Passport size

Photograph ( To be pasted) of the

Bidder / authorized Signatory holding

Power of Attorney with signature on the front side of Photo graph overlapping the form

1. Name of the individual bidder /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 bidder /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. Bidder’s bank, its address and his current account number ……………………………………………

………………………………………………………………………………………………………………………………

9. PAN & Income tax circle ………………………………………………………..............................................

(Please attach a copy of PAN Card )

10. EPF registration number --------------------------------------------------------------------------------------------------------

11. ESI registration number ( wherever applicable) ---------------------------------------------------------------------

12. Service tax number ------------------------------------------------------------------------------------------------------------

13.Labour License from Central Labour Commissioner , Bhubaneswar or Equivalent.

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

Place :

Date :

Signature of bidder/Authorised signatory ……………………………………………………

Name of the bidder ……………………………………………………………………………...

Seal of the bidder

**SECTION-III**

**Terms & Conditions**

**Definition(s):**

1. “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, Koraput.
2. " The Bidder" means the individual or firm who participates in this tender & submits its bid.
3. " The Work Order" means the order placed by the BSNL on the Bidder signed by the Zone- 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.
4. "The Contract Price" means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.
5. “Site Incharge” :- The concerned Sub-Divisional Officer (Phones) or Sub-Divisional Officer (Telegraphs) or SDE(Internal) or Accounts Officer or SDE in administration of this Telecom District is designated as “Site Charge” under whose Site the contractor will provide the requisite number of required manpower on daily basis in a month as mentioned against each SDOT or SDOP or SDE(Internal) or AO cash or AO TRA or AO COMP OR SDE in Administration building under section-XI of financial bid with the maximum permissible number of working days during each month for each and every person engaged in manpower as 26(Twenty six) only and as per all other different tender’s terms-conditions. The details of different “site Incharge” are described in Section-XI of financial bid.
6. “Zone In-charge” :- The controlling Asst. General Manager (N/W, OP-CFA) of respective Site Incharge of this Telecom District is designated as the “Zone In-charge” of respective “Site In charge” as mentioned in the Annexure -XI of financial bid of this tender.

**INSTRUCTION TO BIDDERS:-**

1. The Bidders 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. Bidders 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, Koraput and if agreed by the contractor.
4. The Bidder must have his establishment at any of these Koraput ,Nabarangpur ,Rayagada or Malkangiri Districts for proper supervision of the work. OR The bidder is to arrange for his establishment at above mentioned Districts for proper supervision of the work after becoming successful in the Tender.
5. The successful Bidder will have to execute all the 15(Fifteen) works to the satisfaction of the concerned site In Charge who is a BSNL Authority. Any deficiency in work can be computed by the concerned site In Charge of the BSNL & the expense borne towards the work will be charged against the contractor as a penalty.
6. The rate of estimation has been 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, Koraput 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 @ 10% 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.

1. 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-11of section1 of NIT. However, delay in submission of tender will not be accepted at all.
2. 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.
3. The G.M.T.D, Koraput reserves the right to accept or reject any or all tenders in part or whole without assigning any reason whatsoever thereof.
4. 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.
5. **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” :-
6. ***Self-Attested photo copy of the valid Registration of individual Contractor / Firm.***
7. ***Self-Attested Photo copy of PAN Card***
8. ***Self-Attested Photo copy of Experience Certificate issued by STS or above level officers in case of any Central / State Govt. departments, by any AGM or above level executives incase of any Central / State PSUs or by the concerned officer incharge responsible for outsourcesing of such type of work incase of any Private Organizations 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 required manpower by the contractor(s) during the last 3 years ending on 30.11.2012 that is in between the period from 01.11.2009 to 30.11.2012 in any units of BSNL/MTNL/any PSU/any Central Govt/State Govt departments with proof of billed amount of minimum Rs14,00,000 (fourteen lakhs or more ) or more.***
9. ***Cost of Tender/BID Document as per NIT (As per Sl. No. 04 of section 1.)***
10. ***EMD(Bid Security) as per NIT separately for each zone***
11. ***Self-Attested photo Copy of valid EPF Registration Certificate.***
12. ***Self-Attested Photo copy of Valid ESI Registration Certificate.***
13. ***Self-Attested Photo copy of valid central Manpower/Labour Registration Certificate or manpower/Labour license certificate.***
14. ***Self-Attested Photo copy of Valid Service Tax Registration Certificate.***
15. ***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)***
16. ***Tender document(s)must be submitted , in original, duly filled in and signed by bidder or his authorized representative along with seal and signature on each page. All corrections and overwriting must be initialed with date by the bidder or his authorized representative.***
17. ***Bidder’s profile duly filled in, as per section II of the technical bid portion of tender document.***
18. ***Original “Power of Attorney” in case person other than the bidder has signed the tender documents must be submitted along with technical bid inside inner envelop number “Second”.***
19. ***The tenders submitted by Partnership firms should furnish attested photocopy of “Partnership Deed" duly registered.***
20. 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.
21. **The Bidders should quote the rates in figures and words in percentage ( % ) in “RATE SHEET” under section –IX of Financial Bid Form.**
22. In case of any discrepancy between words and figures quoted against items, the rate in words will prevail.
23. The General Manager Telecom District, BSNL, Koraput reserves the right 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.
24. The tender with abnormal high/low rates are liable for rejection as per decision of BSNL authority.
25. BSNL will not be responsible for any loss incurred by the contractor in carrying out the contract work.
26. Taxes will be recovered as per BSNL rules as applicable from time to time.
27. The Contractor or his workers will not claim any permanent absorption of workers to be engaged by him for executing the works for this telecom district.
28. The General Manger Telecom District BSNL, Koraput 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) days advance notice.
29. The EMD of the successful bidder 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.
30. The General Manager Telecom District, BSNL, Koraput 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, Koraput. His decision in this respect will be final and binding on all concerned. The GMTD, Koraput also reserves to right to increase or decrease the number of manpowers ( number of Shifts) in each concerned zone by 25% if need arises due to any litigations or judgment by concerned authorities of ministry of Labour & employment subject to the condition that total expenditure to be incurred in that concerned zone shall not exceed 25% beyond estimated cost of tender as indicated in NIT for that zone.
31. The successful bidder must follow all the Labour laws including Minimum wages Act-1948, ESI Act-1948 and EPF & MISC provisions Act-1952.
32. 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 or L1 rate of same zone whichever is less may be asked to complete the work as per the discretion and decision of GMTD, Koraput. However, the Performance Security Deposit of the defaulted contractor will be forfeited and he may be black listed.
33. The GMTD, Koraput 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, Koraput 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.
34. **PERIOD OF VALIDITY OF BIDS:-**
35. 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.
36. The BSNL, Koraput 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.
37. SIGNING OF BID
38. 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 bidder is advised to keep a photocopy (at his own cost ) of the bid documents for his own reference)
39. 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.
40. **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 bidder 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.

1. 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.
2. **All envelopes (3 inner & one outer) must bear the following :-**

***“Open Tender For Outsourcing Of Internal Infrastructure/Commercial Maintenance Services.***

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

***(Tender No……………………………………………………………………)***

***(Zone No………Name of the Zone……………………………………….)***

***Name & Address of the Bidder, Full Address of the Tendering Authority.”***

1. The bidder 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.
2. **METHOD OF SUBMISSION OF BIDS:-**
   * + - 1. 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., Koraput upto the closing (date & time) of tender, as mentioned in NIT & be addressed to AGM(HR & Admn) 2nd Floor O/o the General Manager, Telecom District, Koraput-764020. The bidder is to ensure 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., Koraput or by any of the subordinates or will not be allowed to be deposited in the tender box.
         2. 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, Koraput, DNK CHOWK,DOOR SANCHAR Bhawan, BSNL , Koraput – 764020 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.
3. **Postponement of Tender opening :**

Whenever it is considered necessary to postpone the opening of tenders, quick decision must be taken and communicated to the bidders 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.

1. **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.-7of section 1, 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.

1. BID OPENING AND EVALUATION
   * + - 1. 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 :

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.

The envelopes containing the tender offer and not properly sealed, shall not be opened and shall be rejected summarily and out rightly. 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.

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

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

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.

After recording of the “Technical Bid”, the TOC will place all the “financial bids” submitted by the bidders inside third sealed envelop 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.

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

* 1. The third inside envelope marked “Financial Bid”, will be opened only for substantially responsive bidder(s) who qualified in “Qualifying bid”.
  2. 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.
  3. 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
  4. 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.

1. **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.

1. 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.
2. **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 manpower 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.

1. **Performance Security Deposit ( PSD ):-**
   * + - 1. The Bidders shall furnish Performance Security Deposit for an amount of 10% 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., Koraput payable at Koraput. 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. If the PSD is deposited with BSNL no interest will be given.
         2. **The Performance Security Deposit may be forfeited in part/ whole in case of:-**
2. The successful L-1 bidder do not execute agreement after deposit of Performance Security Deposit within 7 (Seven) days.
3. Unsatisfactory service by the contractor.
4. Theft or misappropriation of articles of BSNL by the workers of contractor.
5. Damage caused to the BSNL’s assets and damage / loss to store issued to any worker(s) of the contractor.
6. Withdrawal of the successful bidder 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 bidder 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 bidder 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.

* + 1. Payment Terms:-

**a)** Based on execution of the work on daily basis under different zone as per actual requirement of the concerned site Incharge for number of required manpower as mentioned under column No. (6) of Section -XI against each and every site In Charge and zone subject to the condition that no person engaged in manpower must be provided by the contractor to any of the site In Charge of any zone for more than 26(Twenty Six) working days in a month under any circumstances , the contractor will prepare a workbook for the certification from SDOs/SDEs (Site In Charge) and countersigned by the concerned AGM(Zone 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 Manpower (Regulation And Abolition) Act 1970 or the modifications thereof or any other manpower 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 manpower engaged and provided by him strictly after observance of the Minimum Wages Act, 1948 and other manpower laws.

1. 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.
2. **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, Koraput and if agreed by the contractor.
3. **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, Koraput shall be final and binding on all concerned.
4. **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.
5. The GMTD, Koraput reserves the right to vary the quantity of number of required manpower to be provided by contractor against each respective zone as per actual requirement in the field from time to time.
6. The GMTD, Koraput 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.
7. **Optional Termination by GMTD, Koraput (other than due default of the contractor)**
8. The GMTD , Koraput 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.
9. 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-In Charge or as directed by BSNL authority.
10. The GMTD,Koraput 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.
11. The contractor shall not assign or sublet the work to any other person or agency without the prior written approval of GMTD, Koraput.
12. For any attempt or negotiations directly on the part of the bidder 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.
13. All materials supplied to the bidder will always be the sole property of the BSNL even when they are under the safe custody of the bidder. Any damage or loss is to be made good by the contractor on actual cost basis.
14. The BSNL for execution of contract works will supply no manpower. The bidder 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.
15. The successful bidder should make his own arrangements to execute the work without interruption on any account.
16. The BSNL is not liable to pay for additional works carried out without prior sanction of GMTD, Koraput. 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,Koraput.
17. The BSNL will pay no advance of any kind.
18. The GMTD, Koraput reserves the right to impose any other conditions, if necessary, at any time during the validity period of the tender.
19. If the contractor fails to carry out work with the expected speed and standard the contract will be terminated & no work will be awarded.
20. While carrying out work for any existing exchanges within concerned zone, the contractor should ensure least interruption to the working equipment and GMTD, Koraput 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.
21. All the amenities to the person engaged in manpower 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 Manpower (R&A) Act, 1970.
22. The contractor should take responsibility for safety of all his workers and the BSNL will not be held responsible for any safety during the execution of any kind of contract work.
23. The bidder will claim charges only for the quantum of manpower engaged as permitted through this tender and payment will be made to the contractor every month through A/C payee cheque only.
24. 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 In Charge) , the contractor is liable to withdraw such person(s).
25. **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.
26. **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.
27. **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 manpower 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.
28. **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.
29. **MANPOWER WELFARE MEASURES AND WORKMAN COMPENSATION :-**
    1. ***OBTAINING LICENCE BEFORE COMMENCEMENT OF WORK :-***The contractor shall obtain a valid contractor’s manpower/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.
    2. **CONTRACTOR SHOULD FOLLOW THE MANPOWER REGULATIONS :-**

**65.2.1) WORKING HOURS:-**

1. Normally working hours of a person engaged in manpower 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.
2. 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.
3. Every worker shall be given a weekly holiday normally on a Sunday ( or any other day as decided by Site\_in\_charge), 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.
4. 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.
5. Where a contractor is permitted by the Site-in-charge to allow a worker to work on a normal weekly holiday, he shall be 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.
   * 1. 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.

* + 1. PAYMENT OF WAGES :-

1. The contractor shall fix wage periods in respect of which wages shall be payable.
2. No wage period shall exceed one month and maximum no. of working days permitted for each person engaged in manpower in any month is maximum 26(Twentysix) days.
3. The wages of every person employed as contract manpower 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.
4. 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.
5. 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.
6. 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.
7. 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 In Charge and In Charge-in-charge under acknowledgement.
8. It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site In Charge or any other authorized representative of the In Charge-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. If the Contractor pays the wages electronically or through account transfer then he has to submit the deposit slip/statement and a confirmation check will be done by Site In Charge from the workers assigned in manpower engaged for his jurisdiction.
9. The contractor shall obtain from the site In Charge or any other authorized representative of the In Charge-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.”***

* + 1. **FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES**
  1. The wages of a worker shall be paid to him without any deduction of any kind except the following :

**Fines:-**

* 1. 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.
  2. 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 by default.
  3. Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
  4. Any other deduction, which the Central Government may from time to time, allows.
  5. No fines should be imposed on any worker savings in respect of such acts and omissions on his part as have been approved of by the Manpower Commissioner.
  6. 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.
  7. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.
     1. **MANPOWER RECORDS:-**

1. The contractor shall maintain a Register of Persons employed on work on contract in Form XIII of the Contract Manpower (R&A) Central Rules 1971.
2. 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.
3. 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.
4. 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 :
5. Full particulars of the persons engaged in manpower who met with accident.
6. Rate of Wages.
7. Sex
8. Age
9. Nature of accident and cause of accident
10. Time and date of accident
11. Date and time when admitted in hospital
12. Date of discharge from the hospital
13. Period of treatment and result of treatment
14. Percentage of loss of earning capacity and disability as assessed by Medical Officer.
15. Claim required to be paid under Workmen’s Compensation Act.
16. Date of payment of compensation.
17. Amount paid with details of the person to whom the same was paid.
18. Authority by whom the compensation was assessed
    * 1. **ATTENDANCE CARD-CUM WAGE SLIP:-**
19. The contractor shall issue an Attendance card cum wage slip to each workman employed by him.
20. The card shall be valid for each wage period.
21. 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.
22. The card shall remain in possession of the worker during the wage period under reference.
23. 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.
24. 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.
    * 1. **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.

* + 1. **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.

* + 1. **PRESERVATION OF MANPOWER RECORDS :-**

The manpower 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 In Charge of BSNL and shall be made available by the site In Charge for inspection by the In Charge-in-charge or Labour Officer or any other officers authorized by the CMD, BSNL, Corporate Office, New Delhi in this behalf.

1. **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

1. **REPORT OF INVESTIGATING OFFICER AND ACTION THEREON:-**

The Manpower Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the In Charge 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 manpower concerned. The In Charge in-charge shall arrange payments to the manpower concerned within 45 days from the receipt of the report from the Manpower Officer or the authorized officer as the case may be.

1. **INSPECTION OF BOOKS & SLIPS**

The contractor shall allow inspection of all the prescribed manpower 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.

1. **SUBMISSION OF RETURNS**

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

1. **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:-   1. list showing the details of manpower/employees engaged, 2. Details for duration of their engagement, 3. Documentary proof for the amount of wages paid to such manpower / worker for the duration in question as per rates applicable during respective month as per Minimum Wage Act, 1948. 4. 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, 5. copies of authenticated documents of payments of such contribution to EPF authorities 6. 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 worker paid to ESI authorities. 7. a declaration from the contractors regarding compliance of the conditions of the EPF and Misc. Provisions Act, 1952. 8. Copies of wage slips issued by the contractor to his concerned employees or workers as per rule 26(2) of minimum wages act, 1948 9. Copies of payment particulars made by the contractor to each employees or workers for concerned month 10. Copy of muster roll 11. Copy of register of wages 12. Copy of register of over­time 13. Copy of register of fines 14. Copy of register of deduction for damage or loss   The payment to each employee (worker) must be made by employer (contractor) on or before 07th (seventh) of each month for the work done by his employee (worker) during preceding month. No payment by the contractor (employer) to its employees (worker) 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 Manpower (Regulation and Abolition) Act 1970 and Contract Manpower 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 Manpower (Regulation and Abolition) Act 1970 and Contract Manpower Rules 1971 as amended from time to time as applicable, and shall commence the actual work only after receipt of manpower license from concerned licensing authority under the provision of the Contract Manpower (Regulation and Abolition) Act 1970 and Manpower Rules 1971 as amended from time to time and continue to have valid manpower 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 workers/ employees engaged by him for performing the works of BSNL, Koraput |
| **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 Manpower 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.   1. 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. 2. 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. 3. 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. 4. 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. 5. 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.   1. The wage slips must be issued by the contractor or employer as per Rule 26(2) to all manpower 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. 2. Acquaintance of employee's must be obtained on wage register and on wage slips as per Rule 26(3) of minimum wages act, 1948. 3. Entries in the wage register and wage slips must be authenticated as per   Rule 26(4) of minimum wages act, 1948.   1. 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 manpower as required under minimum wages act, 1948. |
| **78.** | The contractor must obtain the required Labour license from concerned office of the ministry of manpower within 15 days from the date of receipt of from-V from DGM(CFA), O/o GMTD, Koraput (Odisha) and submit the copy of the same to the DGM(CFA), O/o GMTD, Koraput (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 manpower license within 20 days to DGM(CFA), O/o GMTD, BSNL, Koraput (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 outsourcing of all the internal infrastructure maintenance services including cleaning & Sweeping of respective BUILDING’S carpet areas and open spaces and all the 15 works as mentioned below under heading “Services to be provided by the contractor or his/her representatives” under different respective Zones under concerned SDOs/SDEs separately and individually in Koraput SSA.. 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.**

***Services to be provided by the contractor or his/her representatives.***

|  |  |
| --- | --- |
| 1 | Refueling of diesel in DG sets and maintaining log book of diesel refueling. |
| 2 | Starting/stopping of the DG set in case of power failure and auto start up failure and making entries in the log book. |
| 3 | Switching on and switching off of ACs. |
| 4 | Cleaning of power plant, DG battery, fire fighting equipment, other equipment at site. |
| 5 | Answering of telephone, noting of complaints and passing information immediately to specified competent authority. |
| 6 | Ensuring that the property of BSNL is not tempered with; Custodianship of site with control of Keys will be provided to the contractor during the time of infrastructure maintenance. Movement of any material from the site is to be allowed only with a written permission of site in charge. |
| 7 | Restricting cases to the site for un-authorized persons and opening & closing of gate as and when required. |
| 8 | Keeping exchange/office premises in hygienic conditions. Cleaning and sweeping of whole exchange building’s carpet area and its open area daily except on rest days on monthly basis without required material. The material for cleaning & sweeping will be provided by the respective site In Charge or Zone-in-charge to the contractor. |
| 9 | Informing BSNL officer in charge of Exchange/BTS about any alarm/fault message immediately. |
| 10 | Help in testing of fire alarm, fire fighting equipment etc when desired by officer in charge |
| 11 | Assisting in provision of NTC , BB ,shifting of telephones ,j umpiring ,wiring etc |
| 12 | Digging of soil for copper cable joints and joints in local line up to 5 pair and 10 pair. |
| 13 | Printing, Sorting and dispatching of cellone, land line bills . Movement of files ,records ,assisting office work. |

14 Assisting in monitoring of Online,Offline Customer service centers with different counters also.

15 Entry of Data wherever required along with office works through computer operations wherever required.

**The Shift timings** :-

1. Shift I : 6AM to 2PM,

2. Shift II : 2PM to 10PM

3. Shift III : 10PM to 6AM or 4.General Shift 10AM to 6 PM

Note :- I hereby agree to provide services at all the sites and monthly rate of any shift for any site is same.

***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 In Charge and other BSNL Authority in this respect from time to time.***

**Seal and Signature of the bidder**

**Section-V**

**AGREEMENT (SAMPLE FORMAT)**

An agreement made this .......................................................... between GMTD, Koraput 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: Open tender for outsourcing of all the internal infrastructure maintenance services including cleaning & Sweeping of respective BUILDING’S carpet areas and open spaces and all the 13 works as mentioned under Section-IV of the Technical bid under different respective Zones under concerned SDOs/SDEs separately and individually in Koraput SSA.

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 executed by him, the contractor hereby conveys the BSNL that the contractor shall in accordance with the tender document do provide the required manpower, execute and complete the said works as

( a ) Payment to wages will be done latest by 7th of following month and submit muster roll for his month of claim along with allowance register if any.

( b ) EPF challan of previous month along with details of payment report( self attested copy)

( c ) ESI/ Any other scheme deposit of previous month with details ( Self attested copy)

(d ) Service Tax challan of previous moth( Self Attested Copy)

3 Zone In Charge will forward the Bills of contractor accounts section after inspecting bills according to the work orders issued and 2 (a) to 2 (d) attached.

Seal & Signature of Bidder

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 .............or till incurring expenditure equal to estimated cost as per NIT against the particular zone whichever will reach earlier.

6. That the contractor hereby undertakes to follow all necessary manpower 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...........................

8. The bonus to the workers will be paid by Contractor . BSNL is not liable to pay bonus to the

Manpower engaged by the contractor.

9. VDA will be added to salaries of the persons engaged in manpower as directed by Central Govt

from time to time .

10. Work order to the contractor will be issued in every month**/**week**/**day as necessary by the Zone In charge AGM/DE . Site in charge SDE/AO has to give requisition to Zone Incharge according to the need. Zone in charge will issue work order to the Contractor. Procedure of work order may change at the discretion of GMTD Koraput.

11. Where there is no coverage of ESI ,the insurance coverage at par with ESI standards of the worker should be provided by the Contractor and the amount deposited should be reimbursed from BSNL otherwise contractor will be held responsible for work man compensation act.

12. Neither Contractor nor his workers will demand any permanent employment in BSNL.

13. The engagement of contractual workers in BSNL will be terminated automatically on the expiry of agreement between Contractor and BSNL. The termination benefits are the liability of contractor and not of BSNL.

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 :***

* 1. Members of a Hindu Undivided family.
  2. They are husband and wife.
  3. 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 Bidder

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** |
|  | *Self-Attested photo copy of the Registration of individual Contractor / Firm as per Clause No-13(a) of sec-III.* |  |
|  | *Self-Attested Photo copy of PAN Card* |  |
|  | *Self-Attested Photo copy of Experience Certificate as per Clause No-13(c) of sec-III.* |  |
|  | *Cost of Tender Document as per NIT****.(in side 1st Envelop)*** |  |
|  | *EMD as per NIT****. (in side 1st Envelop)*** |  |
|  | *Self-Attested photo Copy of valid EPF registration certificate .* |  |
|  | *Self-Attested Photo copy of valid ESI Registration Certificate.* |  |
|  | *Self-Attested Photo copy of either Manpower Registration Certificate or manpower license certificate as per Clause No-13(h) of sec-III.* |  |
|  | *Self-Attested Photo copy of valid Service Tax Registration Certificate.* |  |
|  | *Declaration stating that none of his family member or near relatives working in BSNL.(Proforma to be filled up as given in section – VI )* |  |
|  | *Tender document(s), in original, duly filled in and signed by bidder or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the bidder or his authorized representative.* |  |
|  | *Bidder’s profile duly filled in, as per section II of the tender document.* |  |
| **m)** | *Original “Power of Attorney” in case person other than the bidder 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.* |  |
| **2** | *Whether the tender has been sealed properly?* |  |
| **3** | *Whether the corrections if any has been encircled and fresh entry mode and signed by the authorized signatory? (No over writing is permissible).* |  |
| **4** | *Whether your tender is conditional ? ( All conditional tender will be rejected.)* |  |
| **5** | *Whether you have superscribed on the envelope the name & zone of the tender?* |  |

**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 **:**

* + 1. Brief description of work carried out by the **:**

firm in last Three years with name of the

* + 1. Clients, Nature and value of work done for

each. (Please attach extra sheet if necessary)**:**

* + 1. Is the firm registered with any agency/Govt

, if so furnish details of registration.

* + 1. Has the firm been blacklisted by any **:**

organization, if so attach the details of the same.

* + 1. Income Tax Account No / PAN Number **:**
    2. Is the bidder aware of all the rules and **:**

guidelines by Govt. on the subject of tender.

* + 1. EPF Registration No **:**
    2. ESI Registration No **:**
    3. Service Tax Registration No. :
    4. Manpower Registration No. :
    5. 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 Bidder



BHARAT SANCHAR NIGAM LIMITED

*(A Government of India Enterprises)*

**OFFICE OF THE GENERAL MANAGER, TELECOM DISTRICT**

### KORAPUT – 759 001

FINANCIAL BID

OPEN TENDER FOR OUTSOURCING OF ALL THE INTERNAL INFRASTRUCTURE MAINTENANCE SERVICES INCLUDING CLEANING & SWEEPING OF RESPECTIVE BUILDING’S CARPET AREAS AND OPEN SPACES AND ALL THE 13 WORKS AS MENTIONED UNDER SECTION-IV OF THE TECHNICAL BID UNDER DIFFERENT RESPECTIVE ZONES UNDER CONCERNED SDOS/SDES SEPARATELY AND INDIVIDUALLY IN KORAPUT SSA**.**

**(For One Year)**

**Tender No: -** S-10(I)/2012-13/01  **Dated: - 24.12.2012**

|  |  |  |  |
| --- | --- | --- | --- |
| 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: -** S-10(I)/2012-13/01  **Dated: - 24.12.2012**

|  |  |  |  |
| --- | --- | --- | --- |
| Zone No : |  | Name of Zone : |  |

**RATE SHEET**

The bidder should quote the percentage of profit of the amount shown below. During validity period of the tender, the per day wages of one required manpower is automatically allowed to be changed w.e.f. dated 01.10.2012 to 31.03.2013, w.e.f. dated 01.04.2013 to 30.09.2013 and then w.e.f dated 01.10.2013 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.

**Quantum of Manpower required Zone wise**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| SL NO | ZONE | SKILLED | SEMI SKILLED | UN SKILLED |
| 1 | ADMIN | 19 | 10 | 11 |
| 2 | JEYPORE | 0 | 48 | 10 |
| 3 | MALKANGIRI | 0 | 42 | 9 |
| 4 | RAYAGADA | 0 | 59 | 8 |
| 5 | KORAPUT | 0 | 57 | 11 |

Name of Zone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Profit Margin on Salary of worker in figure\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ % ( in words\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ percent ) .

(Criteria of selection of L1 is the lowest Value in words among all bidders of a particular Zone . If Profit Margin on salary become same for more than one bidder than Experience will be criteria of selection . The Bidder having highest experience with lowest quoted value will be L1.

Seal & Signature of Bidder.

**SECTION- X**

**Tender No: -** S-10(I)/2012-13/01  **Dated: - 24.12.2012**

**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 required manpower for one day by the bidder in accordance with per day wages fixed for each required manpower by Dy. Chief Manpower Commissioner (C), Bhubaneswar w.e.f. dt- 01.10.2012 onwards is as under :-

|  |  |
| --- | --- |
| Sl. No | RATES PER DAY |
| **1** | SKILLED RATE=Rs 262/- |
| **2** | SEMI SKILLED RATE=Rs 216 /- |
| **3** | UN SKILLED RATE= Rs 182/- |

**SECTION- XI**

(ZONE WISE REQUIREMENT FROM 0(ZERO) TO MAXIMUM NO. OF REQUIRED MANPOWERS

|  |  |  |
| --- | --- | --- |
| Estimate of work |  |  |

SKILLED RATE=Rs262/- SEMI SKILLED RATE=Rs216/- UNSKILLED RATE =Rs182/-

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| SL.NO | **Zone /Incharge** | **Site Incharge** | **Skilled** | **Semi skilled** | **Unskilled** | **amount** |
| 1 | **ADMIN** KPT/ AGM ADMIN | AO CASH | 2 | 3 | 0 | 1175 |
| AO COMP | 3 | 2 | 0 | 1220 |
| AO TRA | 6 | 0 | 2 | 1944 |
| SDE CMTS | 2 | 3 | 0 | 1175 |
| SDE EST | 3 | 0 | 4 | 1530 |
| SDE HRD | 1 | 1 | 5 | 1389 |
| SDE MIS | 2 | 0 | 0 | 524 |
| SDE PLG | 0 | 1 | 0 | 217 |
|  |  | PER DAY SALARY PAYMENT FOR ADMN ZONE | | | | **9174** |
| 2 | **JEYPORE**  AGM CFA JEY | SDOT JEY | 0 | 25 | 6 | 6541 |
| SDOP JEY | 0 | 11 | 0 | 2387 |
| SDE I/D JEY | 0 | 11 | 1 | 2573 |
| SDE TI JEY | 0 | 1 | 3 | 775 |
|  |  | PER DAY SALARY PAYMENT OF JEYPORE ZONE | | | | **12276** |
| 3 | **MALKANGIRI** AGM CFA JEY | SDOT ,NOW | 0 | 18 | 7 | 5208 |
| SDE MLK | 0 | 24 | 2 | 5580 |
|  | PER DAY SALARY PAYMENT OF MALKANGIRI ZONE | | | | | **10788** |
| 4 | **RAYAGADA** / AGM CFA KPT | SDOT,RAD | 0 | 27 | 3 | 6417 |
| SDOP,RAD | 0 | 11 | 1 | 2573 |
| SDE,I/D RAD | 0 | 6 | 3 | 1860 |
| SDOT,GNP | 0 | 15 | 1 | 3441 |
|  |  | PER DAY SALARY PAYMENT FOR RAYAGADA ZONE | | | | **14291** |
| 5 | **KORAPUT** / AGM CFA KPT | SDOT,KPT | 0 | 56 | 5 | 13082 |
| SDE,T/I KPT | 0 |  | 2 | 372 |
| SDE,I/D,KPT | 0 | 1 | 4 | 961 |
|  |  | PER DAY SALARY PAYMENT FOR KORAPUT ZONE | | | | **14415** |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| SL  NO | ZONE | PERDAY SALARY  S | PER YEAR SALARY  S\*26\*12 | EPF  13.61% | ESI 4.75% WHEREVER APPLICABLE | SERVICE TAX 12.36% | 3% AS MINIMUM PROFIT OVER SALARY | TOTAL IN RUPEES  estimated |
| 1 | ADMIN KPT | 9174 | 28,62,288 | 4,03,007 | 1,40,138 | 3,64,654 | 88,508 | 39,46,579 |
| 2 | JEYPORE | 12276 | 38,30,112 | 5,21,278 | 1,81,930 | 4,73,402 | 1,14,903 | 51,21,625 |
| 3 | MALKANGIRI | 10788 | 33,65,856 | 4,58,093 | 1,59,878 | 4,16,019 | 1,00,976 | 45,00,822 |
| 4 | RAYAGADA | 14291 | 44,58,792 | 6,06,842 | 2,11,793 | 5,51,107 | 1,33,764 | 59,62,298 |
| 5 | KORAPUT | 14415 | 44,97,480 | 6,12,107 | 2,13,630 | 5,55,888 | 1,34,924 | 60,14,029 |
|  |  |  |  |  |  |  | TOTAL COST | 2,55,45,354 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| SLNO | ZONE | Estimated Values rounded off to nearest values | EARNEST MONEY DEPOSIT | PERFORMANCE SECURITY DEPOSIT |
| 1 | ADMIN | 40,00,000 | 1,00,000 | 4,00,000 |
| 2 | JEYPORE | 50,00,000 | 1,25,000 | 5,00,000 |
| 3 | MALKANGIRI | 45,00,000 | 1,12,500 | 4,50,000 |
| 3 | RAYAGADA | 60,00,000 | 1,50,000 | 6,00,000 |
| 4 | KORAPUT | 60,00,000 | 1,50,000 | 6,00,000 |

Where there is no coverage of ESI ,the insurance coverage at par with ESI standards of the worker should be provided by the Contractor and the amount deposited should be reimbursed from BSNL otherwise contractor will be held responsible for work man compensation act.