

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

**O/o the Telecom District Manager
Baripada-757001.**

NIT No: G-195(Part-V)/2013-14/18

Date: 19-4-2013

BID DOCUMENT



भारत संचार निगम लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

**TENDER FOR
TRA & OTHER FIELD MISCELLANEOUS
WORK ON JOBS CONTRACT BASIS
IN
BARIPADA TELECOM DISTRICT**

“TECHNICAL BID”

Price Rs.525 /-

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BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise),
O/o Telecom District Manager
Madhuban, Baripada, PIN-757001.



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
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No. G-195(Part-V)/13-14/18

Dated at Baripada the 19th April, 2013

NOTICE INVITING TENDER

Sealed with Wax/PVC tape Tenders are invited from the bonafide, licensed & experienced BSNL/MTNL/Central Govt. /other central govt. PSUs contractors by the TDM, Baripada on behalf of CMD, BSNL for carrying out various jobs on contract basis for different zones in Baripada SSA as mentioned below. The tender paper can be had from SDE (PR), O/o TDM, Baripada on production of D/D Rs. 525/- (Rs.500/- + 5% VAT) in favour of A.O. (Cash), O/o the TDM Baripada towards the cost of tender paper (non refundable).

Sale of tender paper: - From 20.04.2013 to 18.05.2013 between 11.00 Hrs to 13.00 Hrs on all working days.

Last date of submission of tender paper: -Up to 13.00 Hrs of 20.05.2013

Date of opening: - At 16.00 hrs of 20.05.2013

For details please contact SDE(PR),O/o the TDM,BSNL,Baripada during office hours and also tender paper is available in the Baripada page of website

www.orissa.bsnl.co.in

**Telecom District Manager,
BSNL, Baripada.**

1- **Name of the Work:** Various jobs on contract basis for different Zones of Baripada SSA as detailed below.

Zone No.	Name of Sub-division	Approximate estimated cost	Additional performance Security Deposit	EMD
Z-1	S.D.O.(T), Baripada	1032000	60200.00	25800
Z-2	S.D.O.(P),Baripada	924000	53900.00	23100
Z-3	i)SDE(C.DOT),Baripada ii)SDE(PR),O/o TDM Baripada	960000	56000.00	24000
Z-4	i)SDO(T),Udala ii)SDE(G/E),Betnoti	1308000	76300.00	32700
Z-5	i)SDO(T),Rairangpur ii)SDO(T),Karanjjia	1795200	104720.00	44880

2. **Experience condition:** The contractor should have experience in BSNL/MTNL/Central Govt. / other central govt. PSUs for successful job contract works as shown in the scope of the work in the tender amounting to minimum Rs. 9.0 Lakhs during financial year 2011-12. The experience certificate should have been issued from an officer not below the rank of DGM or its equivalent Executive.
3. **Period of Contract:** The contract will remain valid for a period of one year from the date of signing of agreement. However the TDM, Baripada reserves the right either to extend or reduce the contract period for another six months in the interest of service and administrative grounds.
4. **Tender documents can be purchased from SDE (PR), O/o the TDM, Baripada on written application along with DD of Rs. 525.00 (Rupees Five hundred twenty five only) in favour of A.O. (Cash), O/o the TDM Baripada towards the cost of tender paper (non refundable). The tender paper can also be downloaded from website, “www.orissa.bsnl.co.in”.**
5. **Submission of Tender:** The tenders completed in all respect shall be addressed to the **AGM(Admn.), O/o the TDM, BSNL Baripada** be dropped into the Tender box available in his chamber on or before **13.00 hrs. of 20.05.2013**. The envelope shall be superscribed as **“TENDER FOR TRA & OTHER MISC. WORK ON CONTRACT BASIS FOR ZONE NO: -----”**. The tenders received after the due date and time will be summarily rejected.

6. The tender paper can be downloaded from the official website **www.orissa.bsnl.co.in**. But while dropping, a D.D. of Rs.525/-(non refundable) in favour of AO (Cash), O/o the TDM Baripada must be accompanied with the bid towards the cost of the tender paper in addition to EMD as prescribed at Para -1 Page -4. The TDM Baripada will also not be responsible for any alteration/omission in the contents of the tender document either while downloading on the website or otherwise.
7. **One contractor can apply for a maximum of 3 (three) Zones.** In that case separate tender papers will be purchased for each zone maintaining all formalities as required for each zone. The participation of a bidder in this tender will be treated as cancelled if the same bidder applies for more than three zones.
8. The Tender which is not accompanied by the requisite EMD as mentioned at Para-1 page-4 shall summarily be rejected. The TDM BSNL, Baripada reserves the right to reject any or all Tenders without assigning any reason thereof. In case the last date falls on a holiday or a **bandh** is observed, the next working day will be treated as last date.

Telecom District Manager
BSNL, Baripada-757001

SECTION – I
BID FORM

Letter No. G-195(Part-V)/13-14/18 Dated at Baripada the 19th April, 2013

To,
The T.D.M.,
BARIPADA.

Dear Sir,

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the TRA & other Misc. work on Job contract basis for the Zone i.e. Z-1 or Z-2 or Z-3 or Z-4 or Z-5 in conformity with the conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

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

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

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

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

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

Dated this.....day of..... **(the year)**

Signature of Authorised Signatory.....
In capacity of.....
Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address.

Signature.....

SECTION –II

Passport size
photograph of
the tenderer/
authorised
signature
holding power
of attorney

TENDERER’S PROFILE

1. Name of the Tenderer/Firm (in CAPITALS) : _____
2. Tenderer’s/Firm’s Address : _____
3. Telephone Number(s) : (a)Land line No.(having up to date bill payment particulars) :-
(b)Mobile :-
(c)FAX No. :-
(d)Mail ID :-
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 two years with name of clients, nature and value of work done for each (Please attach extra sheet if necessary): _____
7. Is the firm registered with any agency mentioned in NIT/Tender document, if so furnish details of registration : _____
8. Has the firm been blacklisted by any organization, if so attach the details of the same : _____
9. Income Tax Account No./PAN Number : _____
10. Is the bidder aware of all the rules and guidelines by Govt. on the subject of tender : _____
11. E.P.F. Registration No. : _____
12. E.S.I. Registration No. : _____
13. Service Tax Registration No. :- _____

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

Date : Signature _____

Place: For on behalf of _____
Name of the firm _____
with seal.

SECTION-III
INSTRUCTION TO BIDDERS
INTRODUCTION

“The Nigam” means the Bharat Sanchar Nigam Limited represented by the Telecom District Manager, Baripada.

“The Bidder” means the individual or firm who participates in this tender & submits its bid.

“The Work Order” means the order placed by the BSNL to the Bidder signed by the BSNL including all attachments & appendices thereto and all document incorporated by reference therein. The work shall be deemed as “Contract” appearing in the document.

by reference therein. The work shall be deemed as “Contract” appearing in the document.

“The Contract Price” means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.

(A) Instruction to tenderers/ bidders: -

1. The bidders/ tenderers are expected, to examine all the instructions, forms, terms 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 bid.
2. The bidders should have experience as in NIT.
3. Tenderers bidding for work should have appropriate resources, necessary expertise, requisite manpower, proper co-coordinating and supervisory ability to undertake the work.
4. This tender is meant for carrying out the work for a period of one year only. The period of the validity of the work may be extended or reduced for another six months as per the terms and conditions mentioned in this document, if required by the TDM, Baripada.
5. Tenderers must physically visit well in advance the different work places taking due permission from the concerned AGM/SDEs/AOs in order to make detail survey to assess the quantum and nature of work, manpower required and to correctly bid their offer taking all factors into consideration.
6. The tenderer must have his establishment **within the SSA for proper supervision** after award of the work and will submit the details.
7. The successful tenderer will have to execute the job to the satisfaction of the BSNL authority. Any deficiency in work can be computed by the concerned officer of the BSNL & the expense borne towards the work will be charged against the contractor as a penalty.
8. Quoting abnormally low rate/high rate tender will be rejected (The justification of rates of job works will be decided by a committee taking various factors into account and the authority is not liable to explain the tenderer the details of the assessment so as estimated). While evaluating the rate, 90% weightage will be given to the major items.
9. The entire SSA has been divided to 05 (Five) Zones while for bidding process as under.

Zone No.	Details of Sub-division
Z-1	S.D.O.(T), Baripada
Z-2	S.D.O.(P),Baripada
Z-3	i)SDE(C.DOT),Baripada ii)SDE(PR),O/o TDM Baripada
Z-4	i)SDO(T),Udala ii)SDE(G/E),Betnoti
Z-5	i)SDO(T),Rairangpur ii)SDO(T),Karanjjia

10. The conditional and incomplete tenders are liable for rejection.
11. Tenders without EMD will be rejected outright.
12. The tender can be dropped in the tender box provided for the purpose in chamber of AGM(Admn.), O/o the TDM, Baripada.
13. The job is not of continuous nature.
14. Tenderers are required to fill up the information sheet with this documents and submit these sheets along with requisite EMD in a sealed cover superscribing "Tender for carrying out TRA & other Misc. works on job contract basis for Baripada SSA" on the top of the envelope.
15. The item of job mentioned in the tender is illustrative, not exhaustive.
16. 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.
17. 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 working in BSNL are not eligible to participate in the Tender.
18. The work is for TRA section, Accounts section, Commercial section, outdoor network & indoor network of BSNL.

GENERAL TERMS AND CONDITIONS :-

1. The quantum of job of this tender has been assessed by BSNL authority taking various factors into consideration. The authority is not liable to explain the tenderer the detail of assessment so estimated under any circumstances.
2. The tenders submitted by Partnership firms should be furnished with "Partnership Deed" duly registered.
3. The TDM, BSNL Baripada will not be responsible for any loss incurred by the contractor in carrying out the contract work.
4. Taxes will be recovered as per statutory tax laws of Govt. of India and Govt. of Orissa as applicable from time to time.
5. The tenderers should quote the rates in figures & words in the price bid in the Price Bid Form. Correction if any should be signed by authorized person. If the tenderer fails to quote or omits quoting the rates for any of them, the tender is liable for rejection. The tenderer will not claim any permanent absorption of workers in BSNL.
6. The tenderer will observe necessary formalities as per the provision of the Labour Act and the TDM, Baripada will not in any way be responsible for any breach of Labour Act for any such case (s) relating to Labour & Employment.
7. The Telecom District Manager, BSNL, Baripada reserves every right to cancel/ reject the contract for any work if found unsatisfactory at any time without assigning any reasons there on.
8. The Telecom District Manager, BSNL, Baripada reserves the right to go for more than one contractor in order to meet the time scheduled for completion of works or otherwise for a specified category of work if deemed fit in the interest of the department. In case of poor performance of the job contract work the relevant W.O. issued against the contractor may be cancelled. The decision of TDM in this respect will be final and binding on all concerned. If one bidder fails to execute the work in a zone, then TDM, Baripada reserves the right to award the works to the contractor of nearest zone.
9. (a) The contractor should furnish its personal information and submit paid copy of his Landline bill for the last month. Transfer of Landline from other person in any manner will not be entertained for this purpose. Biodata under SEC-II at page -7 is mandatory except landline number. The contractor should

always be available for contacting to assign works.. The work orders will be issued with monthly basis and the performance of the contractor will be judged in completion of every W.O.

(b)The contractor will be held responsible for non completion of work in a specified period as per W.O. and necessary penalty will be imposed on him.

(c)The contractor will also be held responsible for any damage/loss caused to BSNL by his employee and necessary reupment will be done with the contractor.

12. The EMD of the successful tenderer shall be converted into part of security deposit on completion of execution of agreement for performance of the work and in addition to that the contractor have to deposit the bank guarantee to an equivalent amount as mentioned in NIT for the respective zones towards performance security deposit.
13. The progress of the works will be reviewed by the supervisor.
14. The Telecom District Manager, Baripada will reserve the right of imposing minimum quantum of work while reviewing the work.
15. Document establishing bidder eligibility and qualification :- (Following attested Xerox copies to be enclosed)
 - a) Valid contractor license.
 - b) Firm Registration in case of partnership firm/company.
 - c) Valid E.P.F. registration certificate with proof of up to date payment.
 - d) Valid service tax registration certificate with up to date challan.
 - e) Valid ESI registration certificate with up to date challan.
 - f) PAN Card & copy of Income Tax return for last year.
 - g) Up to date sales tax clearance certificate.
 - h) EMD as per clause.
 - i) Technical bid documents, in original, duly filled in and signed by tenderer or his authorized representative(Proof of authorization duly executed before Magistrate) along with seal on each page. All corrections and over writing must be initialed with date by the tenderer or his authorized representative.
 - j) No near relative certificate.
 - k) Address proof for his establishment. Copy of Electricity bill/ Telephone bill should be submitted in this connection.
 - l) Details of name & address of persons those will be appointed as supervisor.
 - m) Experience certificate issued by not below the rank of Dy.GM or its equivalent executive as mentioned at Sl.No.2 of page-4.

All the above documents are mandatory and the bidders not submitting the above documents along with tender papers will summarily be rejected. Undertaking from any bidders will not be accepted.

Central Labour License:- As per the stipulated provisions of the Act & Rule, license is only issued to the contractor when the work is awarded by the Principal Employer and after submission of form IV as per rule 21(1) in triplicate duly filled in properly along with Form V certificate and other requisite documents and fees as per CL(R&A) Act, 1970 and Rules made there under.

16. BID SECURITY:

1. The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount as mentioned in the NIT. No interest shall be paid by the department on the bid security for any period, what so ever.
2. The bid security is required to protect the Department against the risk of bidder,s conduct, which would warrant the security's forfeiture.
3. Bid Security shall be paid in the form of Crossed Demand Draft issued by a scheduled bank, drawn in favour of Accounts Officer(Cash), O/O TDM. BARIPADA.

4. The bid security of the unsuccessful bidder will be refunded without any interest as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the Department.
5. ***The successful bidder's bid security will be converted to a part of security deposit in addition to additional security deposit after finalization of tender.***

6. **The bid security shall be forfeited;**

If a bidder withdraws his bid during the period of bid validity specified in the bid document or
If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the Department or

In case of a successful bidder, if the bidder fails:

(i) to furnish the additional performance Security deposit in shape of Bank Guarantee as prescribed at page-4 or

(ii) to sign the Agreement.

17. Performance Security Deposit.

The bidders shall furnish performance Security Deposit for an amount as indicated below against each zone in shape of Bank Guarantee in addition to EMD. EMD of the successful tenderer will be converted into part of security deposit on completion of execution of agreement for performance of the work.

Zone of Baripada SSA	AMOUNT OF PERFORMANCE SECURITY REQUIRED
Zone-1	60200.00
Zone-2	53900.00
Zone-3	56000.00
Zone-4	76300.00
Zone-5	104720.00

The performance security is required to protect the BSNL, against the risk of bidder's conduct, which would warrant the security forfeiture.

The performance Security Deposit will be forfeited in part/ whole in case of:-

(a) Unsatisfactory service.

(b) Theft or misappropriation of articles of BSNL.

(c) Damage caused to the BSNL, assets and damage / loss to store issued.

(d) Withdrawal of the successful tenderer from the contract before its expiry without giving proper notice as specified in the terms and conditions of this tender documents.

The Performance Security deposit shall be released/refunded within 150 days from the date of the payment of the last final bill of the work under the contract and final settlement of material account on production of "no dues certificate" from "Engineer-in-charge".

18. **BID PRICES;**

- 1 The bidder shall give the total composite price inclusive of all levies and taxes of works to be executed except service tax. The contractor shall be responsible for transporting the materials, to be supplied by the Department (at the store depot of respective SDO) or otherwise to execute the work under the contract, to site at his own cost.
2. The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation of the scheduled rate will be treated as non responsive and will be rejected.

19. SUBMISSION OF BIDS:

1) The bids completed in all respect shall be addressed to the AGM(Admn.), O/o the TDM, BSNL Baripada and will be dropped into the Tender box available in his chamber. The envelope shall be super scribed by “**TENDER FOR TRA & OTHER MISC. WORK ON JOBS CONTRACT BASIS FOR ZONE NO: ----OF BARIPADA SSA.**” The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented in person after the sealing of box will not be received by or will not be allowed to be deposited in the tender box. Bid for each zone should be submitted in a single envelope containing three envelopes. The three envelopes will contain (i)technical bid, (ii)EMD & cost of tender paper, (iii) financial bid respectively. Finally all the envelopes should be submitted inside single envelope and should be properly sealed (with sealing wax/PVC tape)

2) **Postponement of Tender opening:** Whenever it is considered necessary to postpone the opening date 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. If the date of opening of bids is declared as holiday, or any **bandh** occurs then the bids will be opened on the next working date at the same time and venue.

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

20. OPENING OF BIDS BY THE DEPARTMENT:

1. The Department shall open the bids in the presence of bidders or his authorized representatives, on due date & time. The bidder or his representative, who is present, shall sign in attendance register. The bidder’s representative shall submit authority letter to this effect before they are allowed to participate in the bid opening.
2. A maximum of one (1) representatives for any bidder shall be authorized and permitted to attend the bid opening.
3. The Bids shall be opened in the following manner:
4. The bid opening committee shall count the number of bids and assign serial numbers to the bids.
5. The envelopes containing the tender and not properly sealed, shall not be opened and shall be rejected outright. Closing the cover by gum will not be treated as sealed cover. The reasons for not opening such tender offers shall be recorded on the face of the envelope and all the members of bid opening committee shall put initial with date.
6. The bid opening committee shall sign on the envelope with date. Initially the Technical bid will be opened. Financial bid will be opened for those bids which meet the eligible criteria of the tender.

21. PAYMENT TERMS:

1) Based on the execution of the work on daily basis, the contractor will prepare a workbook for a particular month certified by the concerned SDOs/SDEs/AOs and counter signed by DE/CAO concerned. Accordingly the contractor shall prepare monthly bills in triplicate & submit the bills to SDOs/ SDEs/AO in-charge of work. The bills shall be prepared accurately and as per the entries/measurements recorded in the Work Book. The supporting documents certified by SDE/SDO/AO and countersigned by DE/CAO and should submit the bills in duplicate for one particular month within 7 days of the following month to TDM Baripada for necessary payment and full payment will be made by A/C payee cheque after deduction of taxes as applicable from time to time.

2) 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 laws relating thereto and the rules made there under from time to time. The contractor shall indemnify BSNL against payments to be made for the observance of the laws aforesaid.

3) 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 work order per week of delay or part thereof, subject to maximum of 10% of the value of order.

4) The contractor has to submit the following documents/records/statement in addition to above documents at the time of submitting the claimed invoice/bill.

I) Attendance sheet/ Muster Roll for the related month.

II) Monthly wage/payment sheets of the employees with EPF No., ESI No. and amount paid under dated signature of the employees.

III) EPF ECR(Electronic challan cum Return) for the previous month along with Form-5 and Form-10 in case of new entry and exit.

IV)ESI challan and return for the previous month.

V) Copies of service tax challan for the previous month.

VI) Details of bills raised by the contractors to the principal employer for their payments with reference to their work order issued by BSNL.

5) Documents to be submitted at the financial year ending.

I) Form 6(A) & 3A (Revised) the annual return duly submitted to RPFC (Regional PF)

II)Copies of annual return of ESI for employee engaged by him in connection with BSNL.

III)Books of asset like cash books/voucher payments/balance sheets with IT return with computation.

22. Disputes in tender finalization:-

In the event of any disputes arising out of finalizing tender agreement or any other matter relating to this tender the decision of TDM, Baripada shall be final and binding on all concerned.

23. Disqualifying clause :-

The TDM,Baripada reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations, like payment to job worker during the full work period and EPF payments against earlier contracts entered into the BSNL. The terms and conditions enumerated above shall be binding and the bidders shall have to accept them in writing along with tender.

24. The TDM, Baripada reserves the right to vary the quantity of work as per actual requirement.

25. The TDM,Baripada reserves the right to deploy or order contract work in any place under the administration of the TDM,Baripada.

26. The contractor shall not assign or sublet to any other person or agency without the prior written approval of TDM, Baripada.

27. 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.

28. All materials supplied to the selected contractor are always the sole property of the BSNL even when they are under the safe custody of the contractor. Any damage or loss is to be made good by the contractor on actual cost basis.

29. The BSNL for execution of contract works will supply no manpower. The contractor should make his own arrangements for the workmen required for execution of contracted work.

30. The successful contractor should make his own arrangements to execute the work without interruption on any account.

31. The BSNL is not liable to pay for additional works carried out without prior sanction. 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 written sanction of the competent authority.

32. The BSNL will pay no advance of any kind to the contractor.
33. The TDM, Baripada reserves the right to impose any other conditions, if necessary at any time during the validity of the tender.
34. If the contractor fails to carry out work with the expected speed and standard the contract will be terminated & no work will be awarded.
35. While carrying out work on any existing exchanges, the contractor should ensure least interruption to the working equipment and TDM, Baripada is empowered to cancel the tender or impose any penalty including forfeiture of Performance security of the contractor for not following his conditions at any time.
36. All the amenities to the labourers such as drinking water, washing facilities, tools required for the work should be provided by the contractor at his own cost at the work spot as required under Contract Labour (R&A) Act,1970.
37. While operating window A/C and electrical appliances or climbing tower the contractor should take responsibility for safety of workers and the BSNL will not be held responsible for any casualty during the execution of work.
38. The contractor will claim wages only on quantum of work basis and payment will be made every month through A/C payee cheque only.
39. The person/persons deputed for the execution of job should have minimum working knowledge in the respective field and should have good conduct and behaviour. If any irregularity is noticed by supervisor the contractor is liable to withdraw such person.
40. The contractor shall issue identity card/attendance card to the person engaged by contractor.
41. BSNL,Baripada shall not be responsible for any form whatsoever, if during the course of discharging of duty, any person employed by the contractor suffers from any damage or injury during the stay inside/outside the campus of this office or is put to any hardship or suffers any damage in any form whatsoever.
42. The contractor should maintain the records relating to payment of EPF, ESI etc and deposit the amount of EPF, ESI etc in time and submit the Xerox copies of challans thereafter to the TDM, Baripada every month failing which the next bill will not be allowed.
43. 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.
44. BSNL Baripada will not be responsible for any non payment of the contractor to the labourers and any dispute between the contractor and labourer.
45. The contractor will be liable to supply the substitute during any strike/bandh by the labourer failing which the proportionate deduction will be made from his bill.
46. **Price variation:**
The BSNL shall not be responsible for any escalation of cost of labour or materials, machinery, equipment etc., whatsoever or any increase in any duties levies or taxes, in respect of whatsoever and the contractor's rates and contractor's obligation shall remain unaltered by such escalation.
47. **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 TDM,Baripada or his nominee for arbitration and his decision will be final.
48. **Signing of contract agreement.**
The successful tenderer shall be required to execute an agreement on a non judicial stamp paper of Rs.50/- only at his own cost as per the enclosed proforma. In the event of failure of the tenderer to sign the agreement within seven(7) days of being called upon to do so after the acceptance of the tender, or in the event of his failure to start the work as stipulated, the amount of earnest money deposit or performance security shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

49. **Implementation of contract labour act for subsequent payment**

The following items are to be followed strictly.

- 1)Challan of service tax deposit particulars which will show the deposit for Baripada Telecom District.
- 2)Challan of EPF deposit of Baripada Telecom District.
- 3)List of name & address of labourers for whom the EPF amount has been deposited.
- 4)Acquaintance sheet of labourers to whom payment of wages have been disbursed. Regarding this copy of wage register may be supplied.
- 5)The contract labourers engaged by the contractor may be covered under ESI and monthly deposit in this regard will be submitted regularly.
- 6)Muster Roll of the contract labour must be maintained.
- 7) Attendance sheet.
- 8) Monthly wage/payment sheets of the employees with RF A/C nos. of individual employee.
- 9) Form-5 & 10, the monthly return duly submitted to RPFC (Regional PF Commissioner) authority office.
- 10) Form 6(A), the annual return duly submitted to RPFC (Regional PF)
- 11) Deposited challan in respect of the deposits of dues of employee engaged by him in connection with BSNL.
- 12) Details of bills raised by the contractors to the principal employer for their payments with reference to their work order issued by BSNL.
- 13) Books of asset like cash books/voucher payments/balance sheets with IT return with computation.

50. **Labour welfare measures & workman compensation :-**

- 1) The contractor should have valid Central labour license under the Contract Labour (R & A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 and should abide by the requirements of such act.
- 2) 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 laws relating thereto and the rules made there under from time to time. The contractor shall indemnify BSNL against payments to be made for the observance of the laws aforesaid.
- 3) All the amenities to the labourers such as drinking water, washing facilities should be provided by the contractor at his own cost at the work spot as required under Contract Labour (R &A) Act, 1970.
- 4) The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act, 1992 for injuries caused to the workmen. If such compensation is paid by the BSNL as principal employer under Section (1) of the Section 12 of the said Act, such compensation will be recovered from the security deposit or any account due from the contractor on any account or otherwise.
- 5) The contractor will be responsible for the safety and security to the skilled and unskilled labours employed by him for execution of work.
- 6) The contractor should maintain the records relating to payment of EPF,ESI etc and deposit the amount of EPF,ESI etc in time and submit the Xerox copies of challans thereafter to the TDM, Baripada. every month.

SECTION –IV

SCOPE OF THE WORK:-

TRA:- Bills are generated and printed starting from 2nd of the month up to 16th of the month phase wise. After printing of bill (both telephone & mobile) those are to be folded, punched, sorted exchange wise and despatched to post offices within two days. If required those bills are to be distributed to the consumers of Mayurbhanj District. In that case register of distribution is to be maintained by the contractor. Receipt of vouchers, demand notes, advice notes is a continuous process throughout the month. On receipt of vouchers batch slips are to be prepared. The vouchers are to be fed into the CDR/DOTSOFT/CCN on day to day basis. The activities in connection with Telephone Adalat/Lok Adalat etc.

COMMERCIAL:- Data entry of new post-paid/prepaid CAF applications received on day to day basis. Closing entry, plan change on various schemes launched, finalisation of accounts, day to day miscellaneous entry. Compliance work for VTM cell.

CASH:- Data entry of store transaction received from field units, Journal vouchers, cash /bank vouchers/salary data entry /letters/ challan entry/supply & maintenance of records and other miscellaneous work required to be done in accounts section on day to day basis.

MISC.:-

1. Sweeping of Exchange premises and office premises cleaning of toilets/bath rooms :-

The contractor will engage workers for sweeping of Exchange premises like MBM Exchanges and small Exchanges and office premises like TDM Office, and office of the all SDOs cleaning of toilets/bathrooms on daily basis. The concerned DEs/JTOs shall supply the materials used for sweeping/cleaning purpose. The contractor should instruct the workers accordingly to carry out the sweeping/cleaning works properly under the guidance and supervision of concerned SDEs /JTOs. Cleaning of equipment area including sweeping as well as cleaning with wet clothes.

Supply of drinking water, cleaning of water filters/buckets etc:-

The contractor will have to arrange for supply of drinking water for the staff on duty in all telecom installations, cleaning of water filters/buckets etc. on daily basis.

2. Carrying/Delivering of Dak and Telegram

Daily Dak, Telegram etc. are to be carried/delivered to and from the respective units from Main/RLUs/RSUs Exchanges. The contractor has to deploy the work force in his own transportation accordingly and to carryout the same under the guidance/supervision of the concerned SDEs/JTOs/TTAs and have to keep record in the respective movement register.

3. Garden maintenance :-

Daily taking care of the different valuable plants, cleaning of the garden area, report for requirement of any medicine, manure, new plantation if necessary etc.

4. Departmental Inspection Quarter maintenance :-
Taking care of the cleaning of the inspection quarter building, cleaning of the surrounding area, cleaning of the asset of the inspection quarter and furniture etc., looking after the VIPs and other guest who are the occupants of the inspection quarter with showing the proper courtesy with regular maintenance of inspection register and related rate payment etc.
 5. Office documentation/MIS data feeding :-
Typing work of office letter, estimate, important booklets etc., preparation of documents, tables etc. of different section of TDM office & similar nature of work to be executed in other unit of the SSA assigning separate entity of job.
 6. Watching of Store :-
Keeping watch of store under the control of SDE/SDOs, keeping watch of divisional store under the control of SDE/SDOs, keeping the store in proper sizing and shape in the store yard with proper account, intimate to the in charge of the store about store transaction.
 7. L&W maintenance work for Main Exch/MBM/SBM Exch./Small Exch. :-
Drop wire replacement, EPBT replacement, removal of DP fault, mtce. of register & report to the authority
 8. L&W work for NTCs for Main Exch/MBM/SBM Exch./Small Exch. :-
Drop wire erection, DP& Pillar testing, EPBT installation.
 9. WLL /Wi-Max/FWP maintenance work :-
Testing the equipment and fixing of Antena etc., mtce. of register & report to the authority
 10. Watching/monitoring of various technical system in all type of Exchanges:-
For watching and monitoring of various technical system such as RLU, PSU, BTS/BSC/TAX/SWR and battery & P/P, E/A, Window & split type of A/C units, different transmission units, office like Door Sanchar Bhawan for running E/A and Water Pump set etc. treating this activity of Door Sanchar Bhawan as a part of job of main exchange Baripada. All above jobs involved should be round the clock.
- Operation and running of Engine Alternator Set during Mains Failure.
 - Collection of diesel/lubricant for E/A sets whenever required.
 - Filling of fuels in tanks.
 - Checking of mobil and diesel level before running of E/A set.
 - Cleaning of E/A sets and Engine rooms etc.
 - Checking of Battery set and its charger units for E/A set.

- Running of window/Split type A/C units provided at exchanges.
 - Updating related records/history sheets.
 - Routine operational checking of electrical panels, AVR etc.
 - Observation/checking of 3 phase AC supply and keeping recording its data.
 - Passing immediate information to all concerned regarding any abnormal behavior of the units.
 - Contacting Electrical sub-station/control room during mains A/C failure to know about duration/reason of failure and also regarding High/Low/No vogue of 3 phase supply.
 - Operation of fire fighting appliances at the time of any electrical hazardous occurrence.
 - Collection of Electricity Bill/Cheque and its payment.
 - Recording of room temperature.
 - Store sizing and store handling and watching of stores in Dist. Store Depot., and Sub-divnl. Store Depot.
 - Assisting in the switch room work i.e. testing of ports, BMS, CLI testing, PCM testing in TAX etc.
 - Assisting in MDF i.e. Jumpering, wiring, ISDN testing, leased line testing, broadband wiring and testing, DQFRS testing, FRS print out and docket closing etc.
 - Driving the water pump required in time for quarters, report for monthly electrical meter reading of quarters, repair of minor electrical fault of fitting of TDM office and quarters.
11. Monitoring of various OFC systems:
Monitoring of various alarm/failure in OFC transmission system and inform it to concerned JTO/SDO in charge and it is to be required round the clock in each day.
12. Scanning of subscriber profile (L/L, WLL & Mobile) :
Scanning of subscriber profile work of land line, WLL and Mobile(Pre paid and Post paid)on day to day basis of commercial section & similar nature of work to be executed in other unit of the SSA.
13. Office Assistance/Boy for file handling :
Daily Office files are to be handled for specific purposes from officer/official to officer/official. The contractor has to depute the experienced and well acquainted workers for this purpose and to keep record for the same in the concerned register.
14. Broadband maintenance :
Assisting in Drop wire replacement, modem replacement, and maintaining fault booking register indicating type of error/nature of fault & rectification of fault and report SDE(BB).

15. Running of Engine Alternator/Pump house :

- Operation and running of E/A set during mains failure at TDM office, Exchange & mobile BTS sites.
- Collection of diesel/mobile for E/A set whenever required.
- Running of water Pump for telecom colony and DTO building.
- Cleaning of E/A sets and Engine rooms etc.
- Checking of Battery set and its charger units for E/A set.

16. Mntc. of Zero Metered VPTs.

Assist in testing of nos./VPTs, restoration of ZMR VPTs & recording in log book/VPT register after rectification.

These activities are to be carried out as per requirement of the concerned in-charge of the respective units. The contractor should have electrical and labour license certificate along with experience certificate for the above activities and to depute the experienced and well acquainted workers for this purpose and to keep record for the same in the concerned register.

CERTIFICATE BY THE CONTRACTOR.

I have carefully gone through the job description mentioned in the tender. I also declare that I have necessary experience and requisite work force to carry out the work in proper manner. I shall obey the directives of the BSNL Authority from time to time to carry out the work during the agreement period.

SIGNATURE OF TENDERER

SECTION-V
AGREEMENT (SAMPLE FORMAT)

An agreement made this between TDM, BSNL, Baripada 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: for carrying out different activities in Baripada Telecom District related to TRA and Accounts Section, Commercial Section, External and Internal Plant maintenance works, including provision of NTCs, Shifting, Broadband connections of local telephone networks of all local telephone exchanges including digging and refilling of local cable fault pits, day to day maintenance of Telephone Exchanges & TDM office and SDO / SDE / AGM Offices by required variable number of unskilled labourers **to be engaged by the contractor as and when required on need basis during each calendar month in respective Zone No..... under the jurisdiction of SDOP / SDOT / SDE, the site engineer of Baripada 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, Grandparents, 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- 51 (1 to 6) 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:
Name/Address:

1. Signature:
Name/Address:
Designation:

2. Signature
Name/Address

2. Signature
Name/Address
Designation:

SECTION-VI

DECLARATION BY THE BIDDER FOR NON-PARTICIPATION OF NEAR RELATIVES

I/We _____ S/o _____ Resident of _____ hereby certify that non of my relative(s) as defined in the tender document is/are employed in BSNL Unit 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. Further I hereby undertake that during contract period, I/We shall abide by the standing provisions of Labour laws and the payments to the persons engaged shall not violate the provision of Minimum Wage Act, EPF Contributions, Insurance etc.

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) & brothers wife, sister(s) and sister's husband (Brother in law).

Signature of the bidder.

Name of the Contractor.
(Capacity in which Signing)

Place :

Date :

SECTION-VII
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender No. NO. G-195(Part-V)/13-14/18

Dated at Baripada the 19.4.2013

Subject: Authorization for attending bid opening on _____
(date) in the tender for carrying out various works on job contract basis.

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

Order of Preference	Name	Specimen Signatures
I		
II		

Alternate
Representative

Signature of bidder
Or
Officer authorized to sign the bid documents on behalf of the bidder.

No. 1. Maximum of one representative will be permitted to attend bid opening.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not submitted.

SECTION – VIII

DECLARATION

The tenderer hereby covenants and declare that all the information, documents, Xerox copies of documents/ certificates enclosed along with the tender document are correct and if any thing/documents found false and/or any suppression of fact is detected at any time, than his tender will be terminated and EMD/SD/Bills pending with department will stand forfeited to BSNL and the contractor will be debarred from participation of any tender of this department in future.

Certify that I/We read and agree with all the terms and conditions, specifications included in the tender documents and offer to execute the work at the rates quoted in financial bid. If I/We fail to enter into the agreement & commence of works in time the EMD/SD as deposited will stand forfeited to the BSNL.

In witness whereof this undertaking has caused on the

DayMonth of Year

Date:-

Place:-

(Signature)

Name:

Designation:

Witness:

1) Name:

Address:

2) Name:

Address:

Section-IX

APPENDIX

INTEGRITY PACT

Between

Bharat Sanchar Nigam Limited (BSNL)/ hereinafter referred to as **"The Principal"**

and

..... Hereinafter referred to as **"The Bidder/Contractor"**

Preamble

The Principal intend to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal will appoint an independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtained an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2-Commitments to the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certification, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3-Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before contract award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor (s) from the tender process or take action as per the defined procedures.

Section 4 – Compensation for Damages

- (i) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (ii) If the Principal has terminated the contract according to Section 3, or if Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the contractor the amount equivalent to Security Deposit/ Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the tender.

Section 5 – Previous transgression

- (i) The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country conforming to the Anti-Corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedures.

Section 6 – Equal Treatment of all Bidders Contractors

- (i) The Principal will enter into agreement with identical conditions as this one with all Bidders Contractors.
- (ii) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact.
- (iii) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If the Principal obtain knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitute corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office.

Section 8 – External Independent Monitor/Monitors

1. Principal appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instruction by the representative of the parties and perform his functions neutrally and independently. He reports to the CMD of the BSNL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

Notwithstanding anything contained in this section, the Bidder(s)/Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanism or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s)/Contractor(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the

contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit no-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action to tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference of intimation to him by the 'Principal' and should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of a offence under relevant Anti-Corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, BSNL.

Section 10 – Other Provisions

1. This agreement is subject to Indian Law. Place of Performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document/ contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

.....
For the Principal

.....
For the Bidder/Contractor

Place

Witness 1:

Date

Witness 2;



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/O the T.D.M., Baripada-757001

(FINANCIAL BID)

Tender for TRA & Other field Miscellaneous Work
on jobs contract basis.

For Zone No:

Tender No. No. G-195(Part-V)/13-14/18

Dated at Baripada the 19th April, 2013

SECTION-X**PRICE BID FORM**

To

TDM,BSNL,Baripada

Subject: Our Financial Bid for Various Works on job contract basis

Dear sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc., we the under signed offer to execute the various TRA & Misc. works on job contract basis in conformity with the said specifications and conditions of contract at the following rates.

Sl. No	Scope of the Work	Item of Work	Unit	Rate in Rs (Inclusive all levis & taxes).
01(i)	T.R.A.	Voucher Noting	Per 100 Voucher	
(ii)	T.R.A.	Folding,Punching,Sorting & ispatching of Telephone/Mobile Bills	Per 100 bills	
(iii)	T.R.A.	Online Feeding of Bills (CMTS)	Per 100 Bills	
(iv)	T.R.A. and Commercial	Online Feeding of Subscriber Data (Post Paid/ Pre Paid) (CMTS)	Per No.	
(v)	T.R.A.	Preparation of Batch Slip & Maintenance of Accounting Record thereof	Per Batch	
(vi)	T.R.A.	Editing, issue & dispatch of Adalat Notices	Per 100 notices	
(vii)	Commercial	Carrying out the compliance for VTm.	Per 100 nos.	
(viii)	Commercial	Assisting in TRA Cash Counter & issue of duplicate bills.	Per 10 bills.	
02(i)	Accounts	Data entry of store transaction	Per 100 entry	
(ii)	Accounts	Trial balance entry	Per 10 voucher	
(iii)	Accounts	Excell sheet entry / challan entry	Per 100 entry	
03(i)	Miscellaneous Sl.No.1	Sweeping of Exchange premises and office premises cleaning for i) TDM office/DTO office/SDOT office /SDOP office & main Exch., ii) All MBM Exchanges, iii)RSUs & small Exchanges	Per Sqft/month	
(ii)	Miscellaneous Sl.No.1	Cleaning of Toilets/bath rooms	Per day/Sft.	
04(i)	Miscellaneous Sl..No.2	Carrying/Delivering of Dak & Telegram	Per document/day	
(ii)	Miscellaneous Sl..No.2	Entry in Dak/dispatch Register	Per 10 entry	
05	Miscellaneous Sl.No.3	Garden maintenance	Per Sqft/month	
06	Miscellaneous Sl.No.4	Departmental Inspection Quarter maintenance	Per Sqft/month	
07	Miscellaneous Sl.No.5	Office documentation/MIS data feeding	Per document/day	
08	Miscellaneous Sl.No.6	Watching of Store	Per Sqft/month	

09(i)	Miscellaneous Sl.No.7	Assist in wiring/jumpering/cable termination inside exchange, testing, verification etc. at MDF. During fault restoration	For 10 lines	
(ii)	Miscellaneous Sl.No.7	Assist in Wiring/ jumpering /termination in Pillar/ Cabinet/ DP point. During fault restoration	For 10 lines	
10(i)	Miscellaneous Sl.No.8	Assist in wiring/jumpering/cable termination inside exchange, testing, verification etc. at MDF. During NTC	For 1 line	
(ii)	Miscellaneous Sl.No.8	Assist in Wiring/ jumpering /termination in Pillar/ Cabinet/ DP point. During NTC	For 1 line	
(iii)	Miscellaneous Sl.No.8	Erection of dropwire during NTC	For 1 line	
11	Miscellaneous Sl.No.9	WLL maintenance work	Per faulty DEL	
12	Miscellaneous Sl.No.10	Watching/monitoring of various technical system for i)Main Exchange, Baripada } After duty hour ii)MBM Exchange } iii)SBM/RSU/Small Exchanges }	Per unit } Per unit } 5% of Per unit } equipped capa city	
13	Miscellaneous Sl.No.13	Office assistance/boy for file movement (TDM Office)	Per file movement/ month	
14	TDM office, & Exchanges/BTS	Running of engine alternator/Pump house at TDM office, Exchanges, mobile BTS	Per day	
15	TDM office,& Exchanges	Running of water Pump for telecom colony and	Per day	
16(i)	Broadband Mtnce	Broadband wiring & testing for NTC at Telephone Exch.	Per line	
(ii)	Broadband Mtnce	Broadband installation for NTC at subscriber premises.	Per line	
(iii)	Broadband Mtnce	Fault restoration for Broadband Lines.	Per 10 lines.	
17	VPT Mntc.	Assist in testing of nos./VPTs, restoration of ZMR VPTs & recording in log book/VPT register after rectification.	For 10 nos.	
18	Exchanges/Offices	Cleaning of Equipments area	Per Sft.	
19	-do-	Cleaning of Furniture area	Per Sft.	
20	Miscellaneous Sl.No.9	Wi-Max/FWP maintenance	Per 10 nos	

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

We agree to abide by this Bid for a period of 240 days from the date of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Dated/...../.....

Signature of the tenderer

Name of Tenderer