



**BHARAT SANCHAR NIGAM LIMITED**  
 (A Govt. of India Enterprise)  
 Office of the Telecom District Manager,  
 Bolangir-767001.

TENDER/BID DOCUMENT

OPEN TENDER FOR CARRYING OUT VARIOUS MAINTENANCE

&

HOUSE KEEPING WORKS ON JOB CONTRACT BASIS UNDER

BOLANGIR TELECOM DISTRICT

TENDER NO.- W-77/2013-14/44 Dtd.17.06.2013

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: - ₹525/-**

**Total number of Pages:- 33**

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O/o the Telecom. District Manager,  
Doorsanchar Bhawan,  
Bolangir - 767001.  
Tel – (+91) 6652 - 234001, 234500 (F)



**भारत संचार निगम लिमिटेड**  
(भारत सरकार का उपक्रम)  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

NIT No. W-77/2013-14/44

Dated at Bolangir the 17<sup>th</sup> June, 2013

## Notice Inviting Tender

Wax sealed tenders in the prescribed form are invited by the Telecom District Manager, BSNL, Bolangir from registered labour contractors/ firms having central labour license and for carrying out different activities related to External and Internal Plant maintenance works, including cleaning & sweeping of office buildings, watching of office building / stores, digging and refilling of local cable / optical cable fault pits, day-to-day maintenance of Telephone Exchanges. The works are to be carried out by the contractor on each working day as and when required on need basis during each calendar month in respective zone under the jurisdiction of concerned SDE of Bolangir Telecom District.

### A. Eligibility criterion for the above works:

**The bidder should fulfill the following criteria to become eligible to participate in the tender:**

The bidder should have experience in BSNL/MTNL/PSUs/Central Govt. for carrying out U/G Cable Laying/OFC Laying/Job Contract works, to the tune of ₹5,00,000/- (Rupees five lakhs Only) for last two financial years (2011-12 and 2012-13 taking together). Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent group 'A' officer.

1. Experience certificate as above
2. PAN No
3. Valid Labour License from Central Labour Commissioner under Contract Labour Act 1970(R&A) ,Or an Undertaking to get it within one month from the date signing of agreement.
4. PAN based Service Tax registration No. With copy of service tax return filed P/E 31.03.2013
5. EPF & ESI registration certificate

Tender/ NIT No.	Cost of bid document in ₹	Date and Time of		
		Issue of paper	Receipt of paper	Opening of qualifying Bid
W-77/2013-14/44 Dated at Bolangir the 17 <sup>th</sup> June 2013	₹525/- including Vat 5% per zone	From 17.06.2013 to 02.07.2013 (upto 13.00 Hrs)	03.07.2013 upto 13.00Hrs	03.07.2013 at 16.00Hrs

**Name of the Work:** Open tender for carrying out various maintenance and housekeeping works on job contract basis in different Zones under Bolangir Telecom District as mentioned below.

Zone No.	Name of Officer Incharge	Approximate estimated cost in ₹	Performance Security Deposit in ₹	EMD in ₹
2	i) SDE(Admn), O/o TDM Bolangir	₹11,00,000/-	₹ 1,10,000/-	₹ 27,500/-
	ii) SDE(MM), O/o TDM Bolangir			
3	i) SDE (NW OP City) Bolangir	₹ 16,00,000/-	₹ 1,60,000/-	₹ 40,000/-
	ii) SDE (NW OP Indoor) Bolangir			
	iii) SDE (Trans & Mtnce) Bolangir			

### B. Bid documents can be had :

- a) From SDE (NW Plg), O/o TDM, Door Sanchar Bhawan, Bolangir on written application with the copies of any of the documents in support of their eligibility to participate in the tender along with the cost of bid document as mentioned (₹525/-) in the form of cash / DD from any scheduled bank in favour of AO(Cash), BSNL, O/o TDM, Bolangir payable at Bolangir.
- b) Eligible bidders can also download the entire bid document from website [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in) (Bolangir) and submit the same within scheduled time and date along with the required cost of the bid document (₹525/-) in the form of DD from any scheduled bank in favour of AO(Cash), BSNL, O/o TDM, Bolangir payable at Bolangir.
- c) For any clarification or any other information, the SDE(NW Plg. ), O/o the TDM, Bolangir may be contacted in his telephone no-06652- 230100 or mobile no- 9437056786 during office hours.

Seal & Signature of the Bidder

The detailed terms and conditions, EMD particulars etc. are available in the tender documents. Tenders without EMD will be out rightly rejected. No exemption in Cost of Tender Documents and EMD under NSIC is permitted. The TDM Bolangir reserves the right to reject any or all tenders without assigning any reason thereof. The sealed tenders can be dropped in the tender box available in the chamber of **AGM (CM), 1st Floor, Room No.107, Door Sanchar Bhawan, O/o TDM, Bolangir**. The sealed tenders can be sent by registered post addressed to :-

**Shri H.K.Dash**  
**Assistant General Manager (CM),**  
**O/o TDM, BSNL.**  
**Room No. 107 , Door Sanchar Bhawan,**  
**Bolangir-767001.**

Tender received through post must reach this office before the opening date of tender & if it fails to reach within the stipulated time, it will not be accepted. BSNL authority will not be responsible for any kind of delay due to postal side. Tender received through post in tampered condition will not be accepted.

Telecom District Manager  
Bolangir

**Section-II**  
**TENDERER'S PROFILE**

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

1. Name of the individual tenderer /firm .....
2. Name of the person submitting the tender whose photograph is affixed  
Shri / Smt .....
- (In case of proprietary /Partnership firms, the tender has to be signed by proprietor/partner only, as the case may be )
3. Address of the individual tenderer /firm / contractor \*.

\* **Note** – The establishment of the firm/bidder/contractor should be within the locality of undivided Bolangir district , if he does not have any establishment within undivided Bolangir district, then he has to furnish an undertaking that he will open his establishment at Bolangir within one month from the date of agreement.

.....  
.....

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. Tenderer's bank, its address and his current account number .....
- .....

8. PAN & Income tax circle .....
- (Please attach a copy of PAN Card )

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

Place :

Date :

Signature of tenderer/Authorised signatory .....

Name of the tenderer .....

Seal of the tenderer

Seal & Signature of the Bidder

**SECTION-III**  
**Terms & Conditions**

**Definition(s):**

- a) "BSNL" OR "The Nigam" means Bharat Sanchar Nigam Limited ( A Govt. Of India Enterprise) acting on behalf of the President of India & Represented by the Telecom District Manager Telecom District, Bolangir.
- b) " The Bidder" means the individual or firm who participates in this tender & submits its bid.
- c) " The Work Order" means the order placed by the BSNL on the Bidder signed by the Engineer- in-charge of BSNL including all attachments & appendices there to and all document incorporated by reference therein. The work shall be deemed as "Contract" appearing in the document.
- d) "The Contract Price" means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.
- e) "Site Engineer" :- The concerned Sub-Divisional Engineer of this Telecom District is designated as "Site Engineer" under whose zone the contractor will provide the requisite number of unskilled labourers on daily basis as per actual requirement of concerned respective site engineer (Zone in-charge) as per Section-X.
- f) "Engineer In-Charge" :- The controlling AGM of respective Site Engineer of this Telecom District is designated as the "Engineer In-charge" of respective "Site Engineer" as mentioned in the Section -X.

**INSTRUCTION TO TENDERERS / BIDDERS:-**

1. The bidders/ Tenderers are expected, to examine all the instructions, forms, terms-conditions and specifications in the bid document. Failure to furnish all information, as per the Bid Document or submission of bids not substantially responsive to Bid Document in every respect will be at bidders risk and shall result in rejection of bids.
2. Tenderers bidding for work should have appropriate resources, necessary expertise, requisite manpower, proper co-coordinating and supervisory ability to undertake the work.
3. This tender is meant for carrying out of the work for a period of 01(one) year from the date of agreement 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 TDM, Bolangir and if agreed by the contractor.
4. **The Bidder must have his establishment within the undivided Bolangir district for proper supervision of work . If he does not have any establishment within undivided Bolangir district, then he has to furnish an undertaking that he will open his establishment at Bolangir within one month from the date of agreement. Those who do not fulfill the above conditions need not apply.**
5. The successful Bidder will have to execute the job to the satisfaction of the concerned site Engineer who is a BSNL Authority. Any deficiency in work can be computed by the concerned site Engineer of the BSNL & the expense borne towards the work will be charged against the contractor as a penalty.
6. The rate of estimation has been done by BSNL taking all factors into account and the BSNL authority is not liable to explain the contractor the details of the rate, as estimated. Total estimated cost of the tender is about ₹97.00 Lakh.
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, Bolangir against the risk from successful L<sub>1</sub> bidder(s) whose EMD(Bid Security) will be forfeited ,if (i) the successful L<sub>1</sub> 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.
9. The tender can be sent by registered post or by courier service or can be dropped in the tender box provided for the purpose strictly as detailed at NIT. However, delay in submission of tender will not be accepted at all.
10. The tender paper will not be issued to any individual/firm having link with any individual/ firm whose service in past has been found unsatisfactory by the concerned BSNL authority.
11. The part of the jurisdiction of the whole SSA for which the tender has been called for is divided into six(6) separate Zones as mentioned in Section-IV of the document.
12. The Bidder whose relatives i.e., wife, Husband, Parents, Grandparents, Children, Grand Children, Brothers, Sisters In-laws, Uncles, Aunts, Cousins and their corresponding in-laws are working as employees in BSNL in Orissa Telecom Circle are not eligible to participate in this Tender.

Seal & Signature of the Bidder

13. **ELIGIBILITY CRITERIA:-** As per Clause A of NIT.  
As part of the eligibility criteria, the bidder should have the following documents to be eligible to participate in the tender:
- Experience certificate : The bidder should have experience in BSNL/MTNL/PSUs/Central Govt. for carrying out U/G Cable Laying/OFC Laying/Job Contract works, to the tune of ₹5,00,000/- (Rupees five lakhs Only) for last two financial years (2011-12 & 2012-13 taking together). Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent Group 'A' officer.
  - PAN No
  - Valid Labour License from Central Labour Commissioner under Contract Labour Act 1970(R&A) ,Or an Undertaking to get it within one month from the date signing of agreement.
  - Service Tax registration Number.
  - EPF & ESI registration certificate
14. **Documents establishing bidder's eligibility and qualification:-** The bidder must submit the following documents as mentioned below under (a) to (o) except (c) and (d) along with the Technical Bid inside the "second" inner sealed envelope, and (c) & (d) inside "first" inner sealed envelope placed inside the sealed outer envelope failing which his technical bid will be declared as "Substantially NON-RESPONSIVE BID" :-
- Self-Attested Photo copy of PAN Card**
  - Self-Attested Photo copy of Experience Certificate:** *The contractor should have experience in BSNL/MTNL/PSU/Central Govt. for carrying out U/G Cable Laying/OFC Laying/Job Contract works to the tune of ₹5,00,000/- (Five lakhs only) for last two financial years (2010-11 & 2011-12 taking together). Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent Group 'A' officer.*
  - Cost of BID Document as per NIT.**
  - EMD (Bid Security) separately for each zone (As per Section-IV-Page No.19)**
  - Self-Attested photo Copy of valid EPF Registration Certificate**
  - Self-Attested Photo copy of Valid ESI Registration Certificate**
  - Self-Attested Photo copy of valid Labour License from Central Labour Commission under Contract Labour Act 1970(R&A) ,Or an Undertaking to get it within one month from the date signing of agreement**
  - Self-Attested Photo copy of Valid PAN based Service Tax Registration No. with copy of service tax return filed P/E 31.03.2013.**
  - 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)**
  - Tender document(s) must be submitted , in original, duly filled in and signed by tenderer or his authorized representative along with seal and signature on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.**
  - Tenderer's profile duly filled in, as per section - II of the technical bid portion of tender document.**
  - Original "Power of Attorney" in case person other than the tenderer has signed the tender documents must be submitted along with technical bid inside inner envelop number "Second".**
  - The tenders submitted by Partnership firms should furnish attested photocopy of "Partnership Deed" duly registered.**
  - Details of name & address of person who will be appointed as supervisor & also address of the establishment of the bidder as per clause no. 4 of sec-III. Attested copy of the address of the establishment to be furnished.**
  - Financial Bid duly filled as per Section-X**

**Original Documents will be verified before signing of the agreement or at any time at the discretion of TDM ,Bolangir.**

15. Non-submission of any of the documents as mentioned under clause no-14 above will disqualify the bidder and his technical bid will be declared as substantially non-responsive bid and accordingly his bid will be rejected.

Seal & Signature of the Bidder

16. **BID PRICES**

- 16.1 The bidder shall give the total composite price inclusive of all levies and taxes of works to be executed except service tax. Service tax as per Govt. norm will be claimed extra. The contractor shall be responsible for transporting the materials, to be supplied by the Department (at the store depot of respective SDEs) or otherwise to execute the work under the contract, to site at his own cost.
- 16.2 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 will be treated as not responsive and will be rejected.
- 16.3 The rate per job contract work shall be so calculated and quoted that the laborers engaged on each job, on full time basis including part time-spells if any, on different jobs put together for a day, shall get minimum wages for that day.

17. **RATES TO BE QUOTED BY TENDERER :**

The rates should be quoted item wise and zone wise as given in the financial bid of the document. The rates should be quoted both in words & figures. In case of discrepancy, the rate in words will be considered. The rate quoted must be inclusive of all taxes and duties such as income tax, sales tax as applicable from time to time. Service tax will be claimed separately as per Govt. norm. For any clarification or any other information, the SDE(NW Ptg. ), O/o the TDM, Bolangir may be contacted in his telephone no-06652-230100 or mobile no- 9437056786 during office hours.

18. The Telecom District Manager, BSNL, Bolangir reserves the rights to consider other factors like experience, credibility in particular job at least for last two consecutive financial years etc. in finalizing tender and not bound to accept lowest quoted rate tender at his discretion.
19. The tender with abnormal high/low rates are liable for rejection as per decision of BSNL authority.
20. BSNL will not be responsible for any loss incurred by the contractor in carrying out the contract work.
21. Taxes will be recovered as per BSNL rules as applicable from time to time.
22. The Contractor will not claim any permanent absorption of workers to be engaged by him for executing the works for this telecom district.
23. The Telecom District Manger, BSNL, Bolangir 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 at least 30 (Thirty) day advance notices. For details clause no 46 and 50 may be referred.
24. The EMD of the successful tenderer shall be refunded without interest after completion of execution of agreement on deposit of Performance Security Deposit in case the tender(s) is finalized or within a month if the tender is cancelled.
25. The Telecom District Manager, Bolangir 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, Bolangir. His decision in this respect will be final and binding on all concerned.
26. In case the L1 bidder of a zone fails to execute the work at any stage of the contract, the L2 bidder of the same zone or L1 bidder of other zone at approved L-1 rate of that zone may be asked to complete the work as per the discretion and decision of TDM, Bolangir. However, the Performance Security Deposit of the defaulted contractor will be forfeited and he may be black listed
27. The successful bidder must follow all the labour laws including Minimum wages Act-1948, ESI Act-1948 and EPF & MISC provisions Act-1952.
28. The TDM, Bolangir 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 L-1 bidder of any other adjacent zone of the SSA through this tender on his discretion & with all other tender's terms & conditions remaining same. 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 TDM, Bolangir 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.

29. **PERIOD OF VALIDITY OF BIDS:-**

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.

30. **SIGNING OF BID**

- a. The bidder shall submit, as a part of his bid, the bid documents (in original) duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by

Seal & Signature of the Bidder



the bidder under the contract. (Note : The tenderer is advised to keep a photocopy (at his own cost ) of the bid documents for his own reference)

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

31. **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 <b>Section-IV, A (III)</b> 2. Cost of Bid Document as per NIT (if downloaded from web site)
Second	"Qualifying or Technical Bid"	Containing all documents as per clause 14 of section-III and complete technical bid document except the EMD and cost of bid document.
Third	"Financial Bid"	Rates duly quoted by the tenderer for a Zone (like Z2 & Z3 of <b>Section-X</b> )

The DDs i.e Document cost and EMD are to be kept in Envelop-I and documents conforming to the eligibility criteria as mentioned in clause no-14 above are required to be kept in the "Envelop-II: Qualifying Bid". The financial bid of those tenderers who qualify in the qualifying bid only will be opened by the opening committee as per time and schedule which will be intimated later. All the three envelopes containing documents should be wax sealed and must be kept in another Envelop with wax sealed. The downloaded bid document must be enclosed with the bid cost Rs 525/- in the form of DD other wise the bid will be rejected.

- b. 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). These three envelopes are to be placed inside an outer envelope or main cover and properly sealed (with sealing wax). The tenders or bids, which are not submitted in above mentioned manner, will be summarily rejected.

- c. All the envelopes (three inner and one outer) must be super scribed with the following information:

**"Open Tender for carrying out various maintenance and house-keeping works on job contract basis under Bolangir Telecom District "**

**Not to open before due date..... and time..... of Tender**  
**Tender No....., Zone no.....**  
**Name & Address of Bidder.....**

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

33. **METHOD OF SUBMISSION OF BIDS:-**

- a. Properly wax sealed tenders should be dropped in person in the tender box placed in the chamber of AGM(CM), 1st Floor, room No-107, O/o T.D.M., Bolangir upto the closing (date & time)of tender, as mentioned in NIT & be addressed to AGM(CM), 1st Floor, room No-107, O/o T.D.M., Bolangir-767001. The tenderer is to ensure the delivery of the bids at the correct address, whenever the tender document is sent through post. 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 T.D.M., Bolangir or by any of the subordinates or will not be allowed to be deposited in the tender box.

Seal & Signature of the Bidder

The bids complete in all respect can also be sent by Regd. Post/Speed post /courier service addressed to  
 Sri H.K.Dash  
 Assistant General Manager (CM),  
 O/o Telecom District Manager, BSNL.  
 Room No. 107, Door Sanchar Bhawan,  
 Bolangir - 767001.

Tender received through post must reach this office before the opening date of tender. Tender received through post in tampered condition will not be accepted. Tender received after due date and time will be rejected out rightly.

**34. Postponement of Tender opening :**

Whenever it is considered necessary to postpone the opening of tenders, quick decision will be taken and communicated to the tenderers who have purchased the tender documents and shall be at least one day before the 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 . 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.

**35. 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, provided that the intimation is deposited by the bidder in a properly sealed envelope (with Wax) 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.

**36. BID OPENING**

- a) The BSNL shall open the bids in the presence of available bidders or their authorized representatives who want to attend the bid opening at scheduled date & time as per NIT. The bidder's representative who are present should submit authority letter to this effect before they are allowed to participate in the bid opening and shall sign on an attendance register.
- b) A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening if they have proper authority letter from concerned bidder.
- c) The Bids shall be opened in the following manner:
  - I. The bid opening committee shall count the number of bids for each zone separately and numbers to the bids. For example, if 10 tenders have been received for a particular zone then the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the outer envelopes of all the bids with date.
  - II. The envelopes containing the tender offer not properly sealed, shall not be opened and shall be rejected out rightly. The reasons for not opening such tender offers shall be recorded on the face of the related envelope(s) and all the members of bid opening committee shall initial with date.
  - III. First the outer envelope supposed to be containing the three envelopes inside, will be opened. The committee shall initial on all the three inside envelopes with date.
  - IV. Among these three envelopes, the first envelope marked "BID SECURITIES" will be opened first and examined.
  - V. The bidders who have submitted proper bid security / EMD and cost of bid document as per tender document's "Technical BID" in their "first" inside envelope then the " Second" inner envelope of only those bidders shall be opened by the TOC and papers/documents submitted by bidder shall be examined and recorded by the TOC. After opening the Technical bid along with other documents as found in second inner envelope, all the documents contained therein shall be serially numbered and signed by the bid opening committee members.
  - VI. After recording of the "Technical Bid", the TOC will place all the "financial bids" submitted by the bidders inside third sealed envelop will be placed in an separate envelope and will properly be

Seal & Signature of the Bidder

sealed by wax 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 :**
- i. The third inside envelope marked "Financial Bid", will be opened only for substantially responsive bidder(s) who qualified in "Qualifying bid".
  - ii. The date and time of opening of "Financial bid " shall be conveyed to the bidders who have qualified in qualifying bid. The qualify bidders or their authorized representative may attend the financial bid opening.
  - iii. After opening the "financial bid", the bidder's name, bid prices, modifications, bid withdrawals and such other details as the BSNL , at its discretion may consider appropriate, will be announced at the opening time
  - iv. In case there is discrepancy in figures and words in the quoted rate(s), the same shall be announced in the financial bid opening, but the quoted rate(s) in words shall prevail.
- e) **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.

37. **EVALUATION & SELECTION OF BID**

37.1 The evaluation of the bid will be done on the basis of the rates quoted by the bidder in the rate sheet as per Section-X for a particular zone . Final selection of L1 bidder will be done by comparing the rates quoted by the bidders in respective zones. The lowest of sum total of all items among all in a zone will be considered as the L1 . However, TDM, Bolangir reserves the right either to select one bidder for the Zone or may assign the work to multiple bidders.

37.2 **Limitation will be fixed on monthly expenditure by the TDM Bolangir to minimize expenditure of Bolangir SSA. In case of emergency TDM Bolangir will have right to increase or decrease the monthly expenditure limit in the interest of BSNL.**

38. 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.

39. **AWARD OF CONTRACT:-**

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

40. **PERFORMANCE SECURITY DEPOSIT (PSD) :-**

a) 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 in favour of A.O. (Cash), BSNL, O/o T.D.M., Bolangir payable at Bolangir. The PSD is to be deposited within 10 (Ten) days from the date of receipt of letter of acceptance or letter of intent failing which their EMD or bid security may be forfeited and tender may be cancelled.

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

- i. The successful L-1 bidder do not execute agreement after deposit of Performance Security Deposit within 7 (Seven) days.
- ii. Unsatisfactory service by the contractor.
- iii. Theft or misappropriation of articles of BSNL by the employees of contractor.
- iv. Damage caused to the BSNL's assets and damage / loss to store issued to any employee(s) of the contractor.
- v. Withdrawal of the successful tenderer from the contract before its expiry without giving proper notice as specified in the tender terms and conditions of this tender document.

41. **Signing of Contract Agreement:-**

The successful tenderer shall be required to execute an agreement on a non-judicial stamp paper of ₹100/- (Rupees hundred only) at his own cost as per the enclosed proforma in Section-V within 10(Ten) days from the date of deposit of PSD in this office. In the event of failure of the tenderer to sign the agreement within 10(Ten) days of being called upon to do so after depositing required PSD, or in the event of his failure to start

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the work as stipulated in the work order, then the amount of P.S.D. (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.

42. **Payment Terms:-**

42.1 Based on execution of the work on daily basis under different zone as per actual requirement of the concerned site engineer, the contractor will prepare a work book for the respective month and get it certified by respective site incharge (only from the level of SDE rank officer) and countersigned by the concerned AGM(Engineer In-Charge). On monthly basis, the contractor should submit the bill(in triplicate) latest by 10th of the following month with photo copy of work book duly certified by the concerned SDEs and countersigned by concerned AGM for onward transmission to SDE(NW Plg.) Bolangir for payment.

42.2 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 labour laws relating thereto and the rules made there under from time to time. The contractor shall indemnify BSNL against payments to be made by him to all labourers engaged and provided by him strictly after observance of the Minimum Wages Act, 1948 and other labour laws.

42.3 **Each claim bill of contractor must accompany the following documents:-**

**The contractor shall prepare a bill for the month in triplicate for each work order received during that month. The bill should invariably accompany the following. It shall be responsibility of the controlling officer to ensure that all the requirements are fulfilled at the time of certifying the bill. The countersigning authority shall check that all the documents as mentioned below are invariably attached to the bill before countersigning. Otherwise the bills will not be processed by this office.**

a) **A list of workers (name) engaged against the work order each month.**

b) **Copy of attendance sheet of worker engaged during the month, duly certified by the contractor.**

c) **Copy of the muster roll indicating receipt of payments by each labourers duly countersigned by the controlling officer of having disbursed the wages amount in his presence.**

d) **Documentary proof towards EPF & ESI contribution by both Employee and Employer for the duration of engagements for each contract labourer for the billed month duly signed by the contractor i.e., the computerized down loaded copy from the website of EPF India ([www.epfindia.com](http://www.epfindia.com)) for the previous month duly signed and challan copy of the payment made in bank to EPF & ESI authority should be submitted.**

e) **The copy of receipt towards payment of Service tax pertaining to the previous month.**

f) **Copies of wage slip issued by the contractor to his labourers as per rule 26(2) of the Minimum Wage Act 1948.**

42.4 Payment to each labourer must be made by the employer (contractor) on or before 7<sup>th</sup> (seventh) of each month for the work done by his labourers during the preceding month. No payment by the contractor to his employee will be acceptable if paid after 7<sup>th</sup> of the month for the work done by his labourers during the preceding month as it is mandatory as per minimum wage act 1948.

43. **Penalty Clause:** In case of delay of work by the contractor, a delay penalty will be imposed on the contractor 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 work order.

44. **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 terms & conditions for another Six Months period on the discretion of TDM, Bolangir and if agreed by the contractor.

45. **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 TDM, Bolangir shall be final and binding on all concerned.

46. **Disqualifying Clause:-**

46.1 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.

- 46.2 The TDM, BSNL, Bolangir reserves every right to cancel / reject the contract for any unsatisfactory work/performance or for noncompliance of labour laws at any time during the currency of contract.
47. The TDM, Bolangir reserves the right to vary the quantum of work for each zone as per actual requirement in the field from time to time.
48. The TDM, Bolangir 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.
49. **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. But contractor is required to pay to the laborers as per the minimum rates fixed by the central Labour Commissioner from time to time. BSNL in no way will be responsible for paying the contractor for hike in labor rates. Accordingly the bidders are requested to quote the rates .
50. **Optional Termination by TDM, Bolangir (other than due default of the contractor)**
- a) The TDM, Bolangir may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or while of material, machinery and other equipment for use in or in respect of the work.
  - b) In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work/operations concerned to the respective site-engineer or as directed by BSNL authority.
  - c) The TDM, Bolangir 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.
51. The contractor shall not assign or sublet the work to any other person or agency without the prior written approval of TDM, Bolangir.
52. 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.
53. All materials supplied to the tenderer will always be the sole property of the BSNL even when they are under the safe custody of the tenderer. Any damage or loss is to be made good by the contractor on actual cost basis.
54. The BSNL for execution of contract works will not supply any manpower. The tenderer should make his own arrangements for the supply of workmen required to complete the work actual requirement by concerned site engineer for execution of contracted work.
55. The successful tenderer should make his own arrangements to execute the work without interruption on any account.
56. The BSNL is not liable to pay for additional works carried out without prior sanction of TDM, Bolangir.
57. The BSNL will pay no advance of any kind.
58. The TDM, Bolangir reserves the right to impose any other conditions, if necessary, at any time during the validity period of the tender.
59. If the contractor fails to carry out work with the expected speed and standard the contract will be terminated & no work will be awarded.
60. While carrying out work for any existing exchanges within concerned zone, the contractor should ensure least interruption to the working equipment and TDM, Bolangir 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.
61. All the amenities to the unskilled labourers such as drinking water, washing facilities etc. should be provided by the contractor at his own cost at the work spot as required under Contract Labour (R&A) Act, 1970.
62. The contractor should take responsibility for safety of all his workers and the BSNL will not be held responsible for anything during the execution of any kind of contract work.
63. The tenderer will claim charges only for the quantum of work executed as permitted through this tender and payment will be made to the contractor every month through A/C payee cheque only/RTGS.
64. The person/persons deputed for the execution of job should have minimum working knowledge in the respective field and should have good conduct and behaviors. If any irregularity is noticed by supervisor or any representatives of BSNL( Site Engineer) , the contractor is liable to withdraw such person(s).
65. **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.

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66. **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.
67. **Protection of life and property and existing facilities. :-** The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect the life of all his unskilled labourers and property of BSNL and of the public from damage or losses resulting from his construction/operations and shall minimize the disturbance and inconvenience to the public.
68. **Matters to be Settled by Arbitration:-**Any question of difference or objections, whatsoever if arises in any way in connection with carrying out 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.
69. **LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION**
- 69.1) OBTAINING LICENCE BEFORE COMMENCEMENT OF WORK :-**The contractor shall obtain a valid contractor's labour licence under the Contract (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, before commencement of the work, and continue to have a valid licence until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work and contractor will be solely responsible for any penalties to be imposed for violation of any of the above cited acts.
- 69.2) CONTRACTOR SHOULD FOLLOW THE FOLLOWING LABOUR REGULATIONS :-**
- 69.2.1) WORKING HOURS:**
- Normally working hours of an labourer or employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
  - 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.
  - Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act, 1948 or not.
  - 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.
  - Where a contractor is permitted by the Engineer-in-charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.
- 69.2.2) DISPLAY OF NOTICE REGARDING WAGES ETC:-**  
The contractor shall, before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clear and legible condition in conspicuous places on the work spot, notices in English and in local Indian languages spoken by the majority of the workers, giving the minimum rates of the wages fixed under Minimum Wages Act, 1948 the actual wages being paid, the hours of work for such wage to be earned, wages periods, dates of payments of wages and other relevant information.
- 69.2.3) PAYMENT OF WAGES:-**
- The contractor shall fix wage periods in respect of which wages shall be payable
  - No wage period shall exceed one month . The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable. Even if the payment is not done by BSNL.
  - Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated..

- d) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day..
- e) Wages 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.
- f) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the site engineer and Engineer-in-charge under acknowledgement.
- g) It shall be the duty of the contractor to ensure the disbursement of wages by Cash/Cheque in presence of the site Engineer or any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen and certify for the same in prescribed wage register.
- h) The contractor shall obtain from the site Engineer or any other authorized representative of the Engineer-in-charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form :-

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

**69.2.4) FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES**

- a. The wages of a worker shall be paid to him without any deduction of any kind except the following :**Fines:-**
- b. Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
- c. Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.
- d. Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
- e. Any other deduction, which the Central Government may from time to time, allow.
- f. No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.
- g. No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- h. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

**69.2.5) LABOUR RECORDS:-**

- a) The contractor shall maintain a Register of Persons employed on work on contract in Form XIII of the Contract Labour (R&A) Cental Rules 1971.
- b) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under contract in Form XVI of the CL (R&A) Rules 1971.
- c) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in form XVII of the CL (R&A) Rules 1971. 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 :
- d) Full particulars of the labourers who met with accident.
- e) Rate of Wages.
- f) Sex
- g) Age
- h) Nature of accident and cause of accident
- i) Time and date of accident
- j) Date and time when admitted in hospital

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- k) Date of discharge from the hospital
- l) Period of treatment and result of treatment.
- m) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- n) Claim required to be paid under Workmen's Compensation Act.
- o) Date of payment of compensation.
- p) Amount paid with details of the person to whom the same was paid.
- q) Authority by whom the compensation was assessed
- r)

**69.2.6) ATTENDANCE CARD-CUM WAGE SLIP:-**

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

**69.2.7) EMPLOYMENT CARD:-**

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

**69.2.8) SERVICE CERTIFICATE:-**

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

**69.2.9) PRESERVATION OF LABOUR RECORDS :-**

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

**70. 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.

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

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

**72. INSPECTION OF BOOKS & SLIPS**

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

**73. SUBMISSION OF RETURNS**

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

**74. 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.

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

76. 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.

77. The contractor shall comply with all provisions of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour Rules 1971 as amended from time to time. Contractor shall register themselves after receipt of letter of acceptance of the tender with concerned licensing authority as per Contract Labour (Regulation



- and Abolition) Act 1970 and Contract Labour Rules 1971 as amended from time to time as applicable, and shall commence the actual work only after receipt of labour license from concerned licensing authority under the provision of the Contract Labour (Regulation and Abolition) Act 1970 and Labour Rules 1971 as amended from time to time and continue to have valid labour license until completion of work
78. The contractor will ensure compliance of Employees Provident Fund & Misc.provisions Act. 1952 & Employees Provident Fund Scheme 1952 in respect of labourers/ employees engaged by him for performing the works of BSNL, Bolangi
79. 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.
- Notice containing minimum rates of wages fixed (in English & Hindi) applicable during that particular month.
  - Notice containing abstract from the from the minimum wages act 1948 & rules made there under (in Hindi & English) during that month.
  - Name and address of the Labour Inspector (LEO) (in Hindi & English)
80. **The contractor or employer must maintain the following registers and records without fail since these are required as per minimum wages Act 1948.**
- 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.
  - 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.
  - 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..
  - 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.
  - 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.
  - The wage slips must be issued by the contractor or employer as per Rule 26(2) to all labourers or employees on the last day of each month without fail with contractor's signature and the signature of concerned employee should be taken on each wages slip as an acknowledgement of the concerned employee.
  - Acquaintance of employee's must be obtained on wage register and on wage slips as per Rule 26(3) of minimum wages act, 1948.
  - Entries in the wage register and wage slips must be authenticated as per Rule 26(4) of minimum wages act, 1948.
  - Annual return in form- III for the concerned year must be submitted by the contractor in time to the concerned office of the ministry of labour as required under minimum wages act, 1948.
81. The contractor must obtain the required labour license from concerned office of the ministry of labour within 15 days from the date of receipt of from-V from TDM, Bolangir (Odisha) and submit the copy of the same to the TDM, Bolangir after next 5 days positively otherwise neither his first bill will be paid nor his approved tender will continue further. This means that the accepted or approved tender of the successful contractor will be cancelled if the contractor fails to submit valid labour license within 30 days to TDM, BSNL, Bolangir (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 the bidder)***

Seal & Signature of the Bidder

## SECTION – IV

### SCOPE, SPECIFICATION & JOB DESCRIPTIONS:-

**(A) SCOPE OF WORK:**

- I. The tender is called to perform the following works for maintenance of external and internal services at different telephone exchanges such as Main / RSU / ANRAX under each zone including cleaning and sweeping of respective building, office of TDM, Bolangirs' carpet area and open spaces under the supervision of concerned SDE incharge, watching of divisional store compound, Restoration of optical fiber cable faults by way of digging pits and refilling it, Restoration of UG cable faults by way of digging pits and refilling it, Providing NTC, WLL connection, Broadband connection and attending faults there on etc.
- II. The details exchanges and offices under Bolangir SSA covered under job contract is as follows :
  - (1) Doorsanchar Bhawan (O/o TDM- Bolangir), P&T Colony- Bolangir under SDE(Admin), Bolangir
  - (2) External U/G cable maintenance work under Bolangir town under SDE(NW OP City), Bolangir
  - (3) Divisional store Depot under SDE (MM.) O/o TDM, Bolangir
  - (4) OFC fault restoration of the SSA under SDE (Trans Mntc.), Bolangir

Telephone Exchanges /BTS under SDE(NW. OP Indoor), Bolangir	
1.	Main Tel. Exch. WLL BTS & Mobile BTS, Bolangir
2.	RS U Tel. Exch.

**III. ZONE WISE DETAILS OF WORK INCHARGE WITH EST. COST, PSD & EMD**

Zone No.	Name of Officer Incharge	Approximate estimated cost in ₹	Performance Security Deposit in ₹	EMD in ₹
Z-2	i) SDE(Admn), O/o TDM Bolangir	₹11,00,000/-	₹ 1,10,000/-	₹ 27,500/-
	ii) SDE(NW Plg.), O/o TDM Bolangir			
Z-3	i) SDE (NW OP City) Bolangir	₹ 16,00,000/-	₹ 1,60,000/-	₹ 40,000/-
	ii) SDE (NW OP Indoor) Bolangir			
	SDE (Trans & Mtnce) Bolangir			

**(B) SPECIFICATION & DESCRIPTION OF JOBS:**

The contractor has to execute the work on each working day on each calendar month as per work order of concerned SDE and as per tender to carry out all the works related to all external plant day to day maintenance requirements for all local telephone networks under the jurisdiction of respective concerned site engineer and under the guidance / Supervision of concerned SDEs/JTOs/TTAs/Line staffs who are to provide the stores for the same.

**a) Cleaning of Exchange Floor Area :**

The contractor will have to depute unskilled personnel for carrying out cleaning of floor area of equipment rooms, corridors and office rooms etc. on daily basis except holidays and Sundays. The materials used for cleaning purpose will be supplied by the contractor.

**b) Cleaning of different Equipment in the Exchange, Testing Aids, Exchange Battery Sets, Power Plants, and Engine Alternators etc. :**

The contractors will have to depute unskilled personnel for carrying out cleaning of different Equipment in the Exchange, testing Aids, Exchange Battery Sets, Power Plants and Engine Alternators etc. periodically. The materials used for cleaning purpose will be supplied by the contractor. The contractor should instruct the cleaners suitably to carry out the cleaning works properly under the guidance and supervision of Concerned SDEs / JTOs.

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- c) Sweeping of exchange premises and cleaning of toilets / bath rooms:**  
The contractor will have to depute Sweepers for sweeping of exchange premises like MBM Exchanges and small Exchanges and office premises like TDM Office Bolangir, Quarters at P&T Colony Bolangir and office of the all SDEs and cleaning of toilets / bath rooms on daily basis. The agency shall have to supply the materials (the material should be of good quality) used for sweeping / cleaning purpose. The contractor should instruct the sweepers accordingly to carry out the sweeping / cleaning works properly under the guidance and supervision of concerned SDEs / JTOs.
- d) Cleaning of water filters/buckets etc.**  
The contractor will have to arrange cleaning of water filters / buckets etc. on daily basis.
- e) 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, watering plants during winter and summer season in Door Sanchar Bhawan , Bolangir etc.
- f) Departmental Inspection Quarter maintenance :**  
Taking care of the cleaning of the inspection quarters at Telephone Bhawan-Bolangir, Door Sanchar Bhawan-Bolangir, Tel. Exch. -Titlagarh, cleaning of the surrounding area, cleaning of the asset of the inspection quarter and furniture etc.
- g) Wiring / Jumpering:**  
The contractor shall provide assistance to exchange staff in Wiring / Jumpering at MDF for telephone lines (depending upon the requirement) in the respective exchanges. The no of wiring /Jumpering may vary from time to time as per actual requirement. The contractor has to carry out the same under the guidance / supervision of the concern SDEs / JTOs / TTAs who are to provide the tools and store for the same.
- h) Carrying / Delivering of Dak at office of TDM, Bolangir & other SDE offices:**  
Daily daks are to be carried / delivered between different sections at Door Sanchar Bhawan, Bolangir & other SDE offices. The contractor has to arrange the same under the guidance / supervision of the concerned SDE and to keep record in the respective DAK Register.
- i) Carrying / delivering of faulty /repair cards, Testing Equipment:**  
Weekly once Carrying / Delivering of faulty / repaired cards, Testing Equipment etc. to / from respective units. The contractor has to carry out the same under the guidance / supervision of the concerned SDEs/JTOs/TTAs and to keep record in the respective movement register.
- j) Assistance in Testing:**  
Assistance to technical staff is required for testing of subscriber lines and junctions, equipment (Switching/OFC/MUX/WLL) and also PCM Streams on daily basis. The number of testing of subscriber lines / junctions etc may vary as per actual requirement. The contractor has to keep record of the same in the respective testing register.
- k) Updating Indicator Registers, J/Ss & A/Ns. Etc.:-**  
Daily jumper slips, advice notes, commercial/TRA work Orders after execution are to be updated and required information / data are to be entered in the respective work-sheets and also in indicator registers. The quantum of the work may vary as per actual requirement. The contractor has to keep record for the same in the concerned register.
- l) Watching of Divisional/Sub-divisional Stores, SDO office compounds, Telephone Exchanges and other miscellaneous works:**  
The stores at the Divisional Office Bolangir and Sub-Divisional offices where ever required, have to be watched round the clock. The Main Telephone Exchanges as per requirement are also to be watched during night hour whenever required . For this purpose has to provide unskilled people .
- m) Digging of Pits for Cable Maintenance Purpose :**  
This involves digging of pits as required by the SDE/JTO concerned for attending the UG/OF cable faults at different places. The contractor concerned has to provide unskilled workers for this work and maintain a register reg. the number of pits of specific size (to be specified as per actual) dug during that day and get it countersigned by the SDE/JTO concerned after jointing work the cable (UG/OFC) has to be buried at proper depth i.e. 100cm for UG cable & 165cm for OF cable.
- n) Fixing of DPs including painting sign writing ;**  
Different sizes of DPs are to be fixed either on the walls or in the posts. One coating of painting is to be done and after that, sign writing is to be done as per the departmental procedure. The paint will be supplied by the contractor.

**o) Jointing of cable (Excluding digging)**

Assistance in UG cable jointing is to be provided by the contractor as per the requirement and size of the cable. The materials like DWC and TSF will be supplied by BSNL. The contractor has to arrange the other materials required in this regard. After jointing all the pairs are to be tested and no loss of pair to be allowed. Penalty will be imposed for loss of pair. Proper record should be maintained regarding cable fault and cable joint carried out by the contractor.

**p) EPBT & SS Drop wire will be supplied by BSNL, if necessary during restoration of over head telephone lines fault.**

**q) Helping in watching / monitoring of various technical system such as RSU, ANRAX switches, BTS, Bty. & PP, E/A, Window/Split-Type AC Units, different transmission units, etc required. For which following activities are to be taken care :-**

- Operation and running of engine alternator set during mains failure, at exchanges and O/o TDM, Bolangir
- Collection of diesel / Mobil for E/A sets.
- Filling of fuels in tanks.
- Checking of Mobil and diesel level before running of E/A sets.
- Cleaning of E/A Sets and engine rooms etc.
- Pouring of distilled water into the E/A battery set\
- Checking of battery set and its charger unit for E/A set.
- Running of window / split Type AC provided at exchanges at the time of need.
- Cleaning of AC filters from time to time when it becomes dirty.
- Updating related records / history sheets.
- Monitoring of electrical panels, AVR etc.
- Observation / checking of 3-Phase AC Supply voltages and keeping / recording its data.
- Passing information to all concerned regarding any abnormal behavior of the Units.
- Taking weekly commercial power supply meter reading and noting down it in the register.
- Contacting Electrical Sub-Station / Control Room during mains AC failure to know about duration / reason of failure and also regarding HIGH / LOW /NO voltage of three-Phase Supply.
- Operation of fire-fighting Appliances at the time of any electrical/ fire hazards.
- Recording of room temperature.
- Store sizing and store handling and watching of stores in Dist. Store Depot., and Sub-divison store depot wherever required.
- .Assisting in the switch room work i.e. testing of parts, BMS, CLI testing, PCM testing in Task etc.
- Assisting in MDF i.e. Jumpering, wiring, ISDN testing, leased line testing, broadband wiring and testing, FRS testing, FRS print out and docket closing etc
- Running water pump at P&T colony and Door Sanchar Bhawan (TDM office) on daily basis as and when required, report for monthly electrical meter reading of quarters, repair of minor electrical faults and replacement of electrical fittings at TDM office and quarters.

The above activities are to be carried out as per requirement of the concerned in charge of the respective units. The contractor has to depute the necessary workers for this purpose and to keep record for the same in the concerned register.

**r) Broadband fault rectification.**

The contractor should arrange to assist in restoration of Broadband faults at the subscribers premises by deputing his staff under the proper supervision by the concerned JTO/SDE. Assisting in detection of broadband fault, modem replacement, modem configuration, splitter replacement etc. and maintaining fault booking register indicating type of error/nature of fault & rectification of fault and report to concerned SDE/SDO.

**s) Data Entry Work.**

The contractor should provide workers to perform various data entry work like typing of letters, preparation of reports as per instruction and supervision of JTO/SDE at different sub-divisional offices. The contractor may provide skilled workers for this purpose.

**t) Assistance in Attending OFC Breakdown Faults:**

- i. The contractor has to provide assistance in detection of OFC breakdown faults using OTDR and moving to the work spot to attend the faults, he(contractor) has to arrange to assist in removing the OF cable from the ground by digging the earth, and assists in jointing the fibres using splicing machine and jointing kits. All the materials are to be supplied by the BSNL.
- ii. For physical detection of OF cable fault, pit of size 3' width, 3' breadth and 5.5' depth has to be dug and after rectification of fault the same pit has to be refilled. The contractor has to engage unskilled workers for this purpose and maintain a register reg. number of pits dug during that day and got it counter signed by the SDE/JTO concerned.
- iii. The contractor has to arrange labours for digging of trenches for repairing of OFC faults, pulling of OF cable, cleaning, and assist in splicing of OFC, leveling and back filling of trenches after restoration of faults.

**u) Monitoring of various OFC systems:**

Monitoring of various alarm/failure in OFC transmission system and inform it to concerned JTO/SDE in charge in each working day.

**v) Office Assistance/Boy for file handling :**

Daily Office files are to be handled or moved for specific purposes from officer/official to officer/official between different sections in the O/o the TDM, Bolangir. The contractor has to keep record for the same in the concerned register.

**w) Watching of exchange/BTS premise, stores and monitoring of exchange equipments, BTS etc. restoration of outdoor/indoor faults & rural exchanges as per requirement are to be arranged by the contractor.**

**x) Restoration of VPT/DSPT:**

The contractor should arrange for engagement of contract workers for restoration of VPTs provided under different technology like GSM, CDMA WLL or through DSPT under the supervision of SDE or JTO. The contract worker should move to the site of VPT location and rectify the faults if any. The contractor should maintain a register for recording rectification of VPT faults on day to day basis and get it countersigned by SDE in charge.

**y) Mntc. Of WLL connection:**

In case of WLL connection fault at subscriber end, the contractor has to arrange his workers for restoration of faults under the direct supervision of JTO/SDE by visiting to the spot. The worker has to replace the IFWT/FWP set in case of faulty and reconfigure the new set under the supervision of JTO/SDE.

Specific work will be awarded through a work order, issued by the concerned SDE incharge and the successful tenderer will complete each job under the said work order within the specified time.

**C. Work Order:**

Month wise work order as per requirement will be issued by the concerned SDE incharge. The work order should be issued only as per the items specified for the SDE concerned. For Zone-2, separate work order will be issued by SDE(Admn.) & SDE(NW Plg.) Bolangir; for Zone-3, separate work order will be issued by SDE(NW OP City), SDE(NW OP Indoor) & SDE(Trans. Mntc.) Bolangir; similarly for Zone-6 separate work order will be issued by SDE(NW OP Kantabanji) & SDE(NW OP Patnagarh). The contractor will submit the bills as per the work order issued by the concerned SDE.

**D. Any Other works.**

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

**E. CERTIFICATE BY THE CONTRACTOR.**

I have carefully gone through the job description mentioned in the tender and I fully understood it. I also declare that I have necessary experience and requisite work force to carry out the work in proper manner.

Seal & Signature of the Bidder

**I shall obey the directives of the site engineer and BSNL Authority from time to time to carry out the work during the agreement period.**

**Section-V**  
**AGREEMENT (SAMPLE FORMAT)**

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

Whereas the BSNL is desirous of getting executed certain work namely: carrying out different maintenance and House keeping works on job contract basis in Bolangir Telecom District related to External and Internal Plant at different telephone exchanges and offices including cleaning and sweeping of exchanges and office building premises , digging and refilling of local cable fault pits, restoration of OF cable faults by way of digging and refilling OFC cable pits, watching divisional store depot and important SDE office premises, etc{as enumerated in Section IV Clause no-A }by the contractor for **each calendar month in respective zone under the jurisdiction of concerned site engineer of Bolangir Telecom District.**

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 to carry out different maintenance and house keeping works on job contract basis work and shall perform all other acts, deeds, comments and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms- conditions of the tender.
3. The party at second part called as " Contractor" also declares that none of his/her relatives i.e Wife, Husband, Parents, Grand parents, children and Grand Children, Brothers, Sisters, Uncles, Aunts and cousins and their corresponding in-laws is working as an officer or an official in BSNL in Orissa Telecom Circle.
4. In consideration of the due provisions, execution and completion of the said works, the BSNL hereby agrees with the Contractor that the BSNL will pay to the Contractor the respective amounts for the works done by the contractor such sum(s) as may become payable to the contractor under the provisions of the contract agreement.
5. The contract will be in force for one year with effect from ..... to .....
6. That the contractor hereby undertakes to follow all necessary labour rules including minimum wages act, 1948 described in this tender document from Clause No- 66 to 79 of SECTION-III and issued by the Govt. from time to time.
7. Performance Security Deposit of ₹.....is furnished below:-  
Performance Security Deposit for ₹..... 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:  
Designation:

1. Signature:  
Name/Address:  
Designation:

Seal & Signature of the Bidder

**SECTION-VI**

**PROFORMA FOR NO NEAR RELATIVES WORKING IN BSNL CERTIFICATE**

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

**DECLARATION**

I, .....

S/o.....resident of

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

Signature of the bidder

**Note: The near relatives for this purpose are defined as :**

- A. Members of a Hindu Undivided family.
- B. They are husband and wife.
- C. The one is related to the other in the manner as father, mother, son(s) and son's wife (Daughter-in-law). Daughter(s) and daughter's husband (Son-in-law), Brother(s) and brother's wife, sister(s) and sister's husband (Brother-in-law.)

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

Signature of the Tenderer

Name of the Contractor.

(Capacity in which signing)

Place:

Date:

Seal & Signature of the Bidder

**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 intends 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 as Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**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 a 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 obtain 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 of 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

Seal &amp; Signature of the Bidder



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, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions 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.

- (1) 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 procedure.

### **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 the 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 condition of the tender.

### **Section 5 – Previous transgression**

- (i) The Bidder(s) 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 procedure.

Seal & Signature of the Bidder

### **Section 6 – Equal treatment of all bidders/Contractors/subcontractor**

- (i) The principal will enter into agreements with identical conditions as this one with all the 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 obtains 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 constitutes 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 instructions by the representatives of the parties and performs 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)/Subcontractors with confidentiality.

Notwithstanding anything contained in this section, the bidder(s)/Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms 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 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 non-binding recommendations. Beyond this, the monitor has not right to demand from the parties that they in a specific manner, refrain from action or tolerate action.

Seal & Signature of the Bidder

- 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 or 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 an 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 the 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. Charges 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 intentions.

For the Principal .....

For the Bidder/Contractor

Place.....

Witness 1: .....

Date .....

Witness 2; .....

**SECTION- VII**  
**CHECK LIST**

SINo	Description	Remarks
<b>1</b>	<b>Whether the following papers are enclosed?</b>	<b>YES or NO</b>
<b>a)</b>	<i>Self-Attested Photo copy of PAN Card</i>	
<b>b)</b>	<i>Self-Attested Photo copy of Experience Certificate as per Clause No-13(b) of sec-III.</i>	
<b>c)</b>	<i>Cost of Tender Document as per NIT.(in side 1<sup>st</sup> Envelope)</i>	
<b>d)</b>	<i>EMD as per Section-IV, Page No-19 of the document (in side 1st Envelope)</i>	
<b>e)</b>	<i>Self-Attested photo Copy of valid EPF registration certificate</i>	
<b>f)</b>	<i>Self-Attested Photo copy of valid ESI Registration Certificate</i>	
<b>g)</b>	<i>Self-Attested Photo copy of valid Labour License or an undertaking to submit the same within one month.</i>	
<b>h)</b>	<i>Self-Attested Photo copy of valid Service Tax Registration Certificate.</i>	
<b>i)</b>	<i>Declaration stating that none of his family member or near relatives working in BSNL.(Proforma to be filled up as given in section – VI )</i>	
<b>j)</b>	<i>Tender document(s), in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.</i>	
<b>k)</b>	<i>Tenderer's profile duly filled in, as per section-II of the tender document.</i>	
<b>l)</b>	<i>Original "Power of Attorney" in case person other than the tenderer has signed the tender documents must be submitted along with technical bid inside inner envelop number "Second".</i>	
<b>m)</b>	<i>The tenders submitted by Partnership firms should furnish attested photocopy of "Partnership Deed" duly registered.</i>	
<b>n)</b>	<i>Details of name and address of the persons appointed as supervisor.</i>	
<b>o)</b>	<i>Financial bid as per Section- X ( for respective zones)</i>	
<b>2</b>	<i>Whether the tender has been sealed properly?</i>	
<b>3</b>	<i>Whether the corrections if any has been encircled and fresh entry made and signed by the authorized signatory? (No over writing is permissible).</i>	
<b>4</b>	<i>Whether your tender is conditional ? ( All conditional tender will be rejected.)</i>	
<b>5</b>	<i>Whether you have superscribed on the envelope the name &amp; zone of the tender?</i>	

N:B – All document are to be submitted similarly as per check list.

**SECTION-VIII****QUESTIONNAIRE FORMING PART OF TENDER TO BE FILLED IN**

1. Full Name of the individual contractor/firm  
(In capitals) :
2. Individual contractor's/ Firm's Address :
3. Telephone Number(s) :
4. Is the firm (Proprietary or Partnership) :
5. Name(s) of the proprietor or partner :
6. Brief description of work carried out by the  
firm in last two years with name of the work. :
7. Is the firm registered with any agency/Govt  
, 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. EPF Registration No :
12. ESI Registration No :
13. Service Tax Registration No. :
14. Labour Registration No. :
15. E-mail ID, if any :

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

Date:

Signature \_\_\_\_\_

Place:

For and on behalf of Tenderer

Seal & Signature of the Bidder

## SECTION- IX

### SCHEDULE RATES OF WAGES

The Schedule Rates of wages to be paid by the contractor (Bidder) to the engaged labourers for carrying out the works as mentioned in the tender documents, in accordance with per day wages fixed for each labourer by Dy. Chief Labour Commissioner (C), Bhubaneswar w.e.f. dt- 01.10.2012 onwards is as under :-

Sl. No. (1)	Description (2)	Amount in ₹ (3)		
1	Daily wages of labourers w.e.f. date 01.04.2011 onwards as prescribed by Dy. CLC(C), Bhubaneswar.	₹186.00 per day per unskilled labourer	₹217.00 per day per semi-skilled labourer	₹262.00 per day per skilled labourer
2	Employer's (Contractor's) share of EPF contribution for per day per labourer @12%+1.11% as administrative charges of EPF Deptt. + 0.50% as EDLI Charges of EPF Deptt. = @ 12 + 1.11+0.50 = @ 13.61% of amount under column No-3 of this table.	₹ 22.45	₹26.13	₹31.57
3	Employer's (Contractor's) share of ESI contribution for per day per labourer @ 4.75% of amount under column No-3 of this table.	₹7.83	₹9.12	₹11.02
<b>STANDARD DEDUCTIONS TO BE MADE BY THE CONTRACTOR FROM WAGES OF CONTRACT LABOURER</b>				
4	Employee's share(to be deducted by contractor from labourer's wages and deposited in his EPF A/C no) of EPF contribution for per day per labourer @ 12% of amount under column No-3 of this table.	₹19.8	₹23.04	₹27.84
5	Employee's share (to be deducted by contractor from labourer's wages and deposited in his ESI A/C no)of ESI contribution for per day per labourer @ 1.75% of amount under column No-3 of this table.	₹ 2.88	₹3.36	₹4.06

The above schedule rate of wages are likely to be revised by the Central Labour Commission from time to time. So the contractor has to make payments to the engaged labourers at the revised rates whenever there is a change in rates of wages. BSNL will not make any extra payment to the contractors in this regards. The contractor has to quote the rates for the items in each zone accordingly.

## SECTION- X

### FINANCIAL BID

**Tender No: - W-77/2013-14/44**

**Dated: - 17/06/2013**

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

#### ***RATES TO BE QUOTED BY THE TENDERER***

The bidder has to quote the rates in the particular zone no. of the financial bid for which he is dropping the tender. For example if one bidder wants to participate for Zone no-3, then he will quote the rates for zone no-3 only in the financial bid. Rates are to be quoted both in words & figures. In case of discrepancy, the rates quoted in word will be final. The rate quoted must be inclusive of all taxes and duties as applicable from time to time except service tax which will be claimed extra as applicable. The specifications of the works of various items for which rates are to be quoted are given in Section IV of the tender document.

*Place :*

*Date:*

***Signature of the Tenderer  
With address***

**SECTION- X**  
**FINANCIAL BID**  
**[For Zone – 02, Under SDE(Admin)&SDE(MM.), Bolangir]**

NIT No. – W-77/2013-14/44

Dated: - 17/06/2013

**RATES TO BE QUOTED BY THE TENDERER**

The rates should be quoted both in words & figures. In case of discrepancy, the rates quoted in word will be final. The rate quoted must be inclusive of: -all taxes and duties as applicable from time to time except service tax which will be claimed extra as applicable. The specifications of the works of various items for which rates are to be quoted are given in Section IV of the tender document.

Sl. No.	Description of works	Unit	Quantity (Approx.)	In figures	In words
01	Cleaning / Sweeping of Door Sanchar Bhawan, Bolangir office & compound furniture's area. (refer <b>clause no.(c), Sect.-IV</b> of the tender document)	Per Sq. mtr. Per month	3181 Sq. mtrs.		
02	Cleaning sweeping of P&T Colony. ( refer <b>clause no.(c) of Sect.-IV</b> of the tender document)	Per Sq. mtr. Per month	1000 Sq. mtrs.		
03	Cleaning of toilets, bathrooms at TDM Office including materials for cleaning to be supplied by the contractor. ( refer <b>clause no.(c) of Sect.-IV</b> of the tender document)	Per toilet / Bathroom Per month	10nos.		
04	Departmental IQ maintenance at Door Sanchar Bhawan, Bolangir. ( refer <b>clause no.(f) of Sect.-IV</b> of the tender document)	Per IQ Per month	01no.		
05	Guarding, night watching and day to day store handling works at Divisional Store, Bolangir round the clock. (refer <b>clause no.(l), Sect.-IV</b> of the tender document)	Per month	01no.		
06	Carrying/ Delivery of DAK at TDM office in different section. ( refer <b>clause no.(h) of Sect.-IV</b> of the tender document)	Per Document Per month	500nos.		
07	Entry in DAK in Despatch Register at TDM office. ( refer <b>clause no.(h) of Sect.-IV</b> of the tender document)	Per 10 No. Entry Per month	600nos.		
08	Monitoring of P&T staff colony, Bolangir including running of water pump etc. ( refer <b>clause no.(q) of Sect.-IV</b> of the tender document)	Per Per month	01no.		
09	File movement and office assistance work at TDM office, Bolangir. ( refer <b>clause no.(v) of Sect.-IV</b> of the tender document)	Per movement Per month	600nos.		
10	Running of one 160KVA DG set during power failure & Running water pump at Door Sanchar Bhawan, Bolangir. ( refer <b>clause no.(q) of Sect.-IV</b> of the tender document)	Per month	01no.		
11	Watering plants during summer & winter season & gardening work inside Door Sanchar Bhawan compound, Bolangir. (refer <b>clause no.(e) of Sect.-IV</b> of the tender document)	Per month	01no.		

Place:

Date:

Seal &amp; Signature of the Bidder



## SECTION- X

## FINANCIAL BID

[For Zone – 03 Under SDE(NW,OP-Indoor),SDE(NW,OP-City) &amp; SDE(T/M) Bolangir]

NIT No. – W-77/2013-14/44

Dated: - 17/06/2013

**RATES TO BE QUOTED BY THE TENDERER**

The rates should be quoted both in words & figures. In case of any discrepancy, the rates quoted in word will be final. The rate quoted must be inclusive of all taxes and duties as applicable from time to time except service tax which will be claimed extra as applicable. The specifications of the works of various items for which rates are to be quoted are given in Section IV of the tender document.

Sl. No.	Description of works	Unit	Quantity (Approx.)	In figures	In words
01	Cleaning & Sweeping of Office/ Exchange Premises & Equipment / Furniture's Area Cleaning of main Tel. Exch & RSU, Bolangir under SDE(Indoor), Bolangir (refer <b>clause no.(a), (b) &amp; (d) of Sect.-IV</b> of the tender document)	Per Sq. Metre. Per month	2510 Sq.Mtrs.		
02	Cleaning of toilets & bathrooms of main Tel. Exch, Bolangir (materials for cleaning to be supplied by the contractor) under SDE(Indoor), Bolangir (refer <b>clause no.(c) of Sect.-IV</b> of the tender document)	Per toilet / Bathroom Per month	03 nos.		
03	Departmental IQ maintenance at Telephone Bhawan, Bolangir under SDE(Indoor), Bolangir (refer <b>clause no.(f) of Sect.-IV</b> of the tender document)	Per IQ Per month	01 no.		
04	Providing assistance in office work under SDE(Indoor), Bolangir. (refer <b>clause no.(g) &amp; (j) of Sect.-IV</b> of the tender document)	Per office Per month	01 no.		
05	Carrying/ Delivery of DAK/ Telegram. (refer <b>clause no.(h) of Sect.-IV</b> of the tender document)	Per Document Per month	100 nos.		
06	Entry in DAK/ Despatch Register . (refer <b>clause no.(h) of Sect.-IV</b> of the tender document)	Per 10 entry Per month	25 nos.		
07	Watching and Monitoring of various Technical System under SDE(Indoor), Bolangir. (refer <b>clause no. (q) of Sect.-IV</b> of the tender document)				
	I) Main Exchange, Bolangir	Per Exch. Per month	01 no.		
	II) RSU Exchange	Per Exch. Per month	01 no.		
08	L&W Maintenance Work under SDE(NW,OP-City), Bolangir. (refer <b>clause no.(g),(j) &amp; (n) of Sect.-IV</b> of the tender document)				
	I) Main Exchange, Bolangir	Per DEL Per month	1600 nos.		
	II) RSU Exchanges	Per DEL Per month	300 nos.		
09	Broadband connection maintenance work under SDE(NW,OP-City), Bolangir (refer <b>clause no.(r) of Sect.-IV</b> of the tender document)	Per B.B connection Per month	400 nos.		
10	Office assistance work at SDE (NW,OP-City) office Bolangir i.e., typing letters & preparing reports. (refer <b>clause no.(s) of Sect.-IV</b> of the tender document)	Per fifty word letter or Per report /month	5000 words		
11	UG Cable maintenance work under SDE(NW,OP-City), Bolangir. (refer <b>clause no.(m) &amp; (o) of Sect.-IV</b> of the tender document)	Per trial pit	100 nos.		
12	OFC maintenance work under SDE(T/M), Bolangir. (refer <b>clause no.(t) &amp; (u) of Sect.-IV</b> of the tender document)				
	a) OFC Route maintenance by digging of trenches & refilling	Per meter faulty section /month	400 mtrs.		
	b) OFC fault restoration by digging trial pit & refilling	Per trial pit	80 nos.		

Place:

Date:

Seal &amp; Signature of the Bidder