**BHARAT SANCHAR NIGAM LIMITED**

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

**O/o the Telecom District Manager**

**Bhawanipatna–766001.**

**NIT No: W-180/BPT/2014-15/01 Dt. 16/06/2014**

**BID DOCUMENT**

**TENDER FOR**

**SUPPLY OF MANPOWER FOR**

**HOUSE KEEPING, DATA ENTRY & OTHER MISCELLANEOUS WORKS ON CONTRACT BASIS**

**IN**

**BHAWANIPATNA TELECOM DISTRICT**

 ***Price Rs.525 /-***

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| **BHARAT SANCHAR NIGAM LIMITED****( A Govt. of India Enterprise),****O/o Telecom District Manager****Bhawanipatna, PIN-766001.** | letterhead |

No. W-180/BPT/2014-15/01 Dated at Bhawanipatna the 16,June’2014

**NOTICE INVITING TENDER**

 Sealed with Wax/PVC tape Tenders are invited from the bonafide, licensed & experienced BSNL/MTNL/State Govt. /Central Govt. /other PSUs contractors by the TELECOM DISTRICT MANAGER, Bhawanipatna on behalf of CMD, BSNL for supply of manpower for carrying out various works on contract basis in Bhawanipatna SSA as mentioned below. The tender paper can be had from SDE (HRD), O/o TELECOM DISTRICT MANAGER, Bhawanipatna on production of D/D of Rs. 525/- (Rs.500/- + 5% VAT) drawn in favour of AO(Cash),O/O TDM,Bhawanipatna/cash deposit in the cash counter of this office towards the cost of tender paper (non refundable).

**Sale of Tender Paper**: - **From 16/06/2014** **to 07/07/2014**

 between 11.00 Hrs to 13.00 Hrs on all working days.

**Last date of submission of tender paper**: -Up to 13.00 Hrs of **08/07/2014**

**Date of opening**: - At 16.00 hrs of **08/07/2014**

 For details please contact SDE (HRD), O/o the TELECOM DISTRICT MANAGER, BSNL, Bhawanipatna during office hours and also tender paper can be downloaded from our website [**www.orissa.bsnl.co.in**](http://www.balasore.bsnl.co.in)

 **Telecom District Manager,**

 **BSNL, Bhawanipatna.**

1. **Name of the Work**: Supply of manpower on contract basis for different areas of Bhawanipatna SSA as detailed below. The required category of laborers for 22(Twenty-two) number of days in a calendar month is as per section XI of the bid document.

|  |  |  |
| --- | --- | --- |
| **Area of work** | **Tentative****Cost of Work** | **EMD****(Bid Security)** |
| T.D.M.OFFICE/S.D.E.(PHONES)BHAWANIPATNA/SDOT BHAWANIPATNA / SDE(TRANS), BHAWANIPATNA/SDOT KESINGA, SDE(N/W-OP),DHARAMGARH/ SDO(N/W-OP),NUAPADA | Rs. 57,00,000/- | Rs.1,14,000/- |

2. **Experience condition**:The contractor should have experience in BSNL/MTNL/State Govt./Central Govt. other PSUs for successful OFC/UG cable construction / maintenance/other related works/job contract works as shown in the scope of the work in the tender. The experience certificate should be from an officer not below the rank of DGM or its equivalent Executive of the Organization.

**Amount of experience certificate (Nil certificate of a year is not acceptable)**

|  |  |
| --- | --- |
| **Total amount of experience certificate** | **Period of certificate (Financial Year)** |
| Rs 20,00,000/- ( Rupees Twenty Lakhs Only)  | 2012-13 & 2013-14 |

3. **Period of Contract**: The contract will remain valid **for a period of one year** from the date of signing of agreement. However the TELECOM DISTRICT MANAGER Bhawanipatna reserves the right to extend the contract period for another six months in the interest of service and administrative grounds.

4. **Availability of Tender Document**: - Tender documents can be obtained from SDE (HRD), O/o the TELECOM DISTRICT MANAGER, Bhawanipatna on written application along with ACG-67 receipt in proof cash deposit or DD of Rs. 525.00 (Rupees Five hundred twenty-five only) in favour of A.O. (Cash), O/o the TELECOM DISTRICT MANAGER, Bhawanipatna towards the cost of tender paper (non refundable). The tender paper can be downloaded from the official website **www.orissa.bsnl.co.in**. But while dropping, a D.D. of Rs.525-(non refundable) in favour of A.O. (Cash), O/o the TELECOM DISTRICT MANAGER, Bhawanipatna must be accompanied with the bid towards the cost of the tender paper in addition to EMD as prescribed at Para -1 of Page -4. The TELECOM DISTRICT MANAGER, Bhawanipatna will also not be responsible for any alteration/omission in the contents of the tender document either while downloading on the website or otherwise.

5. **Submission of Tender**: The tenders completed in all respect shall be addressed to the **SDE (HRD), O/o the TELECOM DISTRICT MANAGER, BSNL, Bhawanipatna** and should be dropped into the Tender box available in his chamber on or before **13.00 hrs. of 03/07/2014**. The envelope shall be superscribed as ***“TENDER FOR SUPPLY OF MANPOWER FOR HOUSE KEEPING,DATA ENTRY & OTHER MISC. WORKS ON CONTRACT BASIS”****.* The tenders received after the due date and time will be summarily rejected.

6. The Tender which is not accompanied by the requisite EMD as mentioned at Para-1 page-4 shall summarily be rejected by the TELECOM DISTRICT MANAGER BSNL, Bhawanipatna

###### SECTION – I

###### BID FORM

No. W-180/BPT/2014-15/01 Dated at Bhawanipatna the 16thJune,2014

To,

 The Telecom District Manager

 BHAWANIPATNA

Dear Sir,

 Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the ***SUPPLY OF MANPOWER FOR HOUSE* KEEPING, DATA ENTRY & OTHER MISC. WORKS ON CONTRACT BASIS** in conformity with the conditions of contract and specifications as may be ascertained in accordance with the schedule of rated attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

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

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

Signature of Authorised Signatory..........………………..........

In capacity of………………….........................................

Duly authorized to sign the bid for and on behalf of......…..........

**Witness.………..**

**Address. ……….**

**Signature…………**

**SECTION –II**

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

**TENDERER’S PROFILE**

1. Name of the Tenderer/Firm :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (in CAPITALS)

2. Tenderer’s/Firm’s Address :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Telephone Number(s) : (a) Land line No. (Under Bhawanipatna SSA

 having up to date bill payment particulars):-

 (b)Mobile :-

 (c)FAX No. :-

 (d)Mail ID :-

4. Type of the firm (Proprietary or Partnership) :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. Name(s) of the proprietor or partner :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6 Brief description of work carried out by

 the Firm in last two years with name of

 clients, nature and value of work done for

 each (Please attach extra sheet if necessary) :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7. Is the firm registered with any agency

 mentioned in NIT/Tender document, if so

 furnish details of registration :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8. Has the firm been blacklisted by any

 Organization, if so attach the details of

 the same :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

9. Income Tax Account No. /PAN Number :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

10. Is the bidder aware of all the rules and

 guidelines of Govt. on the subject of tender :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

11. E.P.F. Registration No. :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

12. E.S.I. Registration No.if any. :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

13. Service Tax Registration No. :-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

14. Labour License/Registration No/Undertaking.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Date : Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place: For on behalf of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name of the firm\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION-III**

INSTRUCTION TO BIDDERS

**DEFINITIONS:**

1.1 **BSNL:** BSNL means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) and/or Nigam and/or company which invites tenders on behalf of CMD, BSNL and represented by Telecom District Manager (TDM),Bhawanipatna.

1.2 **Tender (Bid) Document [BD]:** The Tender (Bid) Document [BD] means the document, which includes the Notice Inviting Tender (NIT), general (Commercial) terms and conditions, special terms and conditions (regarding work), specification of work, schedule of requirements, etc. and floated in order to call for the offers from the reputed and eligible firms/individuals to execute the works.

1.3 **Tenderer/Bidder/Contractor:** Tenderer or Bidder or Contractor means tenderer/agency/contractor/bidder/service provider, an individual, firm or a company/agency meeting all the eligibility criteria specified in the tender and who submits the tender quotation.

1.4 **The Work Order:** means the order placed by the BSNL to the Bidder signed by the

 BSNL including all attachments & appendices thereto and all document incorporated by

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

 reference therein.

* 1. **The Contract Price :**means the price payable to the bidder under the work order for full &

proper performance of its contractual obligations.

2. **Rights of BSNL/TDM – Bhawanipatna**

2.1BSNL reserves the right to reject any tender quotation for any reason, without assigning the reason and liability. The information provided by the contractor gathered by BSNL shall become BSNL’s property even if tender is rejected and can be used/processed by BSNL in any manner, it deems fit.

2.2 BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL.

2.3 The Telecom General Manager, Bhawanipatna is not bound to accept the lowest tender.

2.4 BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder if any.

2.5 TDM, Bhawanipatna also reserves with him the right to waive any irregularity in any tender’s bid or slightly modify the specified evaluation criteria, if it is found essential, provided that such act of him does not constitute any deviation in the relative ranking of the bidders.

2.6 TDM, Bhawanipatna further reserves the right to award 100% of work to the eligible L1 contractor or to make empanelment of contractors depending upon the necessity, public exigencies and circumstances. However, all empanelled contractors will have to perform the work only at the lowest approved rates. TDM, Bhawanipatna reserves the right to allot the site and/or area to the contractors. The contractors will not have any right to select the site and/or area.

2.7 Work will be distributed between more than 4 bidders at L1 rates in following manner.

 L1 : Will be given 40 %

 L2, L3 & L4 : Remaining quantities in equal proportion and/or as per the financial capacity

 as the case may be.

 In case numbers of qualified bidders are less than 4 as the case may be, distribution of work will be done as per pre-laid policy of the BSNL in the following manner:

 **NO. OF BIDDERS DISTRIBUTION**

 02 L1 - 70%, L2 - 30%

 03 L1 - 50%, L2 – 30% & L3 – 20%.

 **However, in case of two bidders to avoid implementation and co-ordination problems, it will be preferred that work will be carried out by a bidder for Bhawanipatna and Kesinga Subdivisions and for Nuapada and Dharamgarh Subdivisions by other bidder.**

 The decision of TDM, Bhawanipatna in this regard shall be final and binding upon the contractor(s)/tenderer(s)/bidder(s).

2.8BSNL reserves the right to monitor the quality of works or services provided at any time through visits to any of the site for which the contract has been given to the contractor. In case the work done or services provided by the contractor be not found satisfactory, penalty as stated in the BD thereof or any pre-estimated amount that may be decided by the authority will be deducted from payment due from any unit/SSA of BSNL and/or Central/State Government and/or PSU, for every instance of such negligence on the part of the contractor.

2.9 BSNL reserves the right to black list a contractor/bidder for a suitable period in case the contractor/bidder fails to honour the terms and conditions of the BID thereof.

2.10 BSNL reserves the right to withhold or delay the payment to the contractor/tenderer/bidder in case of any pending disputes.

2.11 The TDM, Bhawanipatna /Authority reserves the right to accept this tender in full or in parts; reject this tender, hold in abeyance and subsequently cancel this tender in full or in parts on sufficient grounds, viz. change in the policy of BSNL, outcome of the tender evaluation process or for any other administrative reasons. Any decision in this regard will be taken in the best interest of BSNL, Bhawanipatna . The decision taken by TDM, Bhawanipatna/Authority as regard to calling for, opening, acceptance/rejection, finalization of tender, award of contract and all matters relating to the business will be final and binding upon the tenderer(s)/bidder(s)/contractor(s).

2.12 The TELECOM DISTRICT MANAGER, BSNL, Bhawanipatna reserves the right to

increase or decrease the no. of different types of labourers depending upon the requirement in different areas that may arise from time to time. In case any labour is found unsuitable for a specific work as reported by the field officer, it will be the contractor’s liability for discontinuance of the said labour from the Muster Roll/Attendance Sheet with observance of necessary formalities.

2.13 The contractor should furnish its personal information and submit paid copy of his

 Landline/Mobile under this SSA for the last month. Bio data under SEC-II at page -6 is

 mandatory. The contractor should always be available for contacting to assign works.

 The work orders will be issued on monthly basis and the performance of the contractor

 will be judged on completion of every work order.

2.14 The contractor will be held responsible for non completion of work in a specified period

 as per work order and necessary penalty will be imposed on him.

2.15 The contractor will also be held responsible for any damage/loss caused to BSNL by his

 employee and necessary recoupment will be done with the contractor.

**(3) Instruction to tenderers/ bidders: -**

3.1. The bidders/ tenderers are expected, to examine all the instructions, forms, terms and

 specifications in the bid document. Failure to furnish all information as per the Bid

 Document or submission of bids not substantially responsive to Bid Document in every

 respect will be at bidders risk and shall result in rejection of bid.

3.2. The bidders should have experience as in NIT.

3.3. Tenderers bidding for work should have appropriate resources, necessary expertise, requisite

 manpower, proper co-coordinating and supervisory ability to undertake the work.

3.4. This tender is meant for carrying out the work for a period of one year only. The period of

 the validity of the work may be extended for another six months if required by the

 TELECOM DISTRICT MANAGER, Bhawanipatna which is binding on the contractor.

3.5. Tenderers must physically visit well in advance the different work places taking due

 permission from the concerned AGM/SDEs/AOs in order to make detail survey to assess

 the quantum and nature of work, manpower required and to correctly bid their offer taking

 all factors into consideration.

3.6. The tenderer must have his establishment **within the SSA for proper supervision** of the

 work and should submit the details of it with the tender for verification.

3.7. The successful tenderer will have to execute the job to the satisfaction of the BSNL

 authority. Any deficiency in work can be computed by the concerned officer of the BSNL

 & the expense borne towards the work will be charged against the contractor as a penalty.

3.8. The conditional and incomplete tenders are liable for rejection.

3.9. Tenders without EMD will be rejected outright.

3.10. The tender can be dropped in the tender box provided for the purpose in chamber of SDE

 (HRD), O/o the TELECOM DISTRICT MANAGER, Bhawanipatna.

3.11. Tenderers are required to fill up the information sheet and the scheduled rate sheet

 available with this documents and submit these sheets along with requisite EMD in a sealed

 cover superscribing **“Tender for** **SUPPLY OF MANPOWER FOR CARRYING OUT**

 **HOUSE KEEPING,DATA ENTRY & OTHER MISC. WORKS ON CONTRACT**

 **BASIS”** on the top of the envelope.

3.12. The item of job mentioned in the tender is illustrative, not exhaustive.

3.13. The bidder whose relatives i.e., Wife, Husband, Parents, Grandparents, Children, Grand

 children, Brothers, Sisters, In-laws, Uncles, Aunts, Cousins and their corresponding in-laws

 working in BSNL are not eligible to participate in the Tender.

**4.GENERAL TERMS AND CONDITIONS:-**

1. The quantum of job of this tender has been assessed by BSNL authority taking various factors into consideration. The authority is not liable to explain the tenderer the detail of assessment so estimated under any circumstances.
2. The tenders submitted by Partnership firms should be furnished with “Partnership Deed” duly registered.
3. The contractors should possess a valid license under Contract Labour Act. 1970 (R & A).
4. The TELECOM DISTRICT MANAGER, BSNL, Bhawanipatna will not be responsible for any loss incurred by the contractor in carrying out the contract work.
5. Taxes will be recovered as per statutory tax laws of Govt. of India and Govt. of Odisha as applicable from time to time.
6. The tenderers should quote the rates in figures & words in the Price Bid Form. Correction if any should be signed by authorized person. If the tenderer fails to quote or omits quoting the rates for any of them, the tender is liable for rejection.

 BELOW

1. The tenderer will not claim any permanent absorption of workers in BSNL.
2. The tenderer will observe necessary formalities as per the provision of the Labour Act and the TELECOM DISTRICT MANAGER, Bhawanipatna will not in any way be responsible for any breach of Labour Act for any such case (s) relating to Labour & Employment.

**Document establishing bidder eligibility and qualification:-**

(Following attested Xerox copies to be enclosed)

1. Valid contractor license.
2. Valid E.P.F. registration certificate with proof of up to date payment.
3. Valid service tax registration certificate with up to date challan (Xerox copy)
4. Valid ESI registration certificate, **if any** & up to date payment receipt (Xerox copy).
5. PAN Card & copy of Income TAX return for last year.
6. EMD as per clause.
7. Technical bid documents, in original, duly filled in and signed by tenderer or his authorized representative (Proof of authorization duly executed before Magistrate) along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
8. No near relative certificate.
9. Address proof of his establishment (local office address). Copy of agreement with house owner being executed in the court of Magistrate/Notary in to be attached if the same is established in a rented house.( ORIGINAL to be verified at the time of Technical Evaluation)
10. Details of name & address of persons appointed as supervisor.
11. Experience certificate issued by not below the rank of Dy.GM or its equivalent executive as mentioned at Sl.No.2 of page-4.
12. The bid document duly sign on each page to indicate that the bidder has read as understood the bid document thoroughly.

**Financial Requirement(s):**

5.1. **Bid Security (EMD):** The intending bidder(s)/Contractor(s) will have to pay **Rs.1,14,000/-**[Rupees. One Lakh Fourteen Thousand only] towards Bid Security/Earnest Money Deposit (EMD). The Bid Security (EMD) can be paid in Cash (but not by cash if the amount is equal to or exceeding more than Rs. Rs.20,000/-) or by DD or by Bankers’ Cheque from any Nationalized Bank drawn in favour of “AO(Cash),O/O TDM,BSNL, Bhawanipatna” and payable at Bhawanipatna.**Original Cash Receipt** if any or the DD should be enclosed to the Tender as the case may be.

5.2 **Refund of EMD:** The EMD in respect of unsuccessful bidders will be refunded after finalization of this Tender and/or after expiry of Bid Validity (180 Days). EMD in respect of successful bidder(s) can be converted into part of Performance Security. The amount of Bid Security (EMD) will not bear any interest for whatever period it might have been retained by the BSNL.

5.3 Forfeiture of EMD: The EMD/Bid Security shall be forfeited:

* if bidder withdraws his bid during the period of bid validity specified in the tender document, or
* if the bidder makes any modification[s] in the terms and conditions of the tender before acceptance of the tender, or
* if at any stage of the tender evaluation, it is found that the cartel has been formed by some/all tenderers, (EMD of the concerned bidders will be forfeited), or
* if the bidder is found to be violating any of the terms & conditions and/or rules of BSNL, or
* if the bidder and/or his representative is behaving arrogantly with any of the BSNL officer/official as the case may be, or
* in case of the successful tenderer, if the party/agency backs out after being successful for the tender, i.e. (i) if the successful tenderer does not sign the agreement in the prescribed format; and/or (ii) if the successful tenderer fails to pay the Initial Security Deposit (ISD) or fails to submit the Bank Guarantee for ISD within the stipulated period of time.

5.4 **Solvency:** Intending Bidder/Tenderer/Contractor shall be solvent for the amount not less than Rs.23,00,000/- (Rupees Twentythree Lakhs only). Solvency Certificate for Rs.23,00,000/- Rupees Twentythree Lakhs only) issued by the banker not before one (01) month from the date of NIT of this tender shall be enclosed to the BID.

5.5 **Performance Security Deposit:** Performance Security Deposit @5% of the estimated cost for this tender will be Rs.2,85,000/- (Rupees two lakhs eightyfive thousand only) which can be deposited by DD/BC/BD or also can be deposited in the form of Performance Bank Guarantee (as given in the format of Section-V, Annexure-X) within the due date before execution of agreement. The EMD can also be converted in to part of Performance Security on request by the approved bidder. The amount of SD will not bear any interest for whatever period it might have been retained by the BSNL.

5.6 **Performance Bank Guarantee (PBG):** Contractor shall submit the aforesaid Performance Bank Guarantee (PBG) from any Nationalized Bank for a period of **24 Months** from the **date of issue** and the bidder shall extend the same as per the request of BSNL as the case may be. BSNL reserves the right to increase the amount of Performance Bank Guarantee at any time in its own discretion with respect to any/some/all such contractors and the decision of TDM, Bhawanipatna/Authority in this regard shall be final and binding upon the contractor(s)/tenderer(s)/bidder(s).

5.7 Without prejudice to other rights and remedies available to BSNL, TDM, Bhawanipatna/Authority reserves the right to forfeit/adjust the said Performance Bank Guarantee in full or in part equal to any sum due from the contractor to BSNL and/or any other Central/State Government units and/or PSU and the Contractor shall continue to be liable for balance amount if any.

**BID SECURITY;**

The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount as mentioned in the NIT. No interest shall be paid by the department on the bid security for any period, what so ever.

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

Bid Security shall be paid in CASH/ Demand Draft issued by a scheduled bank, drawn in favour of Accounts Officer (Cash), O/O TELECOM DISTRICT MANAGER, BHAWANIPATNA.

The bid security(EMD) of the unsuccessful bidder will be refunded without any interest as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by the Department.

**The successful bidder's bid security will be converted to a part of security deposit in addition to additional security deposit after finalization of tender.**

**The bid security shall be forfeited.**

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

(i) to furnish the additional Security deposit in shape of DD/PBG/FD in favour of A.O.(Cash), O/o TELECOM DISTRICT MANAGER, Bhawanipatna as prescribed . or

(ii) to sign the Agreement.

**Security Deposit.**

EMD of successful bidder will be converted to security deposit. In addition to that the bidder shall furnish security deposit for an amount as indicated below against each zone before execution of agreement for performance of the work in form of CASH/DD/FD or in the shape of Bank Guarantee issued by any scheduled bank or State bank of India in favor of A.O. (Cash), O/o the TELECOM DISTRICT MANAGER, Bhawanipatna valid for a period of 18 months. The security amount will be distributed proportionately in case more than one contractor is awarded the works.

**In case more than one contractor is awarded the work, the Security Deposit will be distributed proportionately.**

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

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

**(a) Unsatisfactory service.**

**(b) Theft or misappropriation of articles of BSNL.**

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

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

 **BID PRICES;**

The service charges quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

**SUBMISSION OF BIDS:**

1) The bids completed in all respect shall be addressed to the SDE (HRD.), O/o the TELECOM DISTRICT MANAGER, BSNL, Bhawanipatna and will be dropped in to the Tender box available in his chamber. Technical bid & Price bid separately to be put in a envelope. The envelope shall be superscribed by “**TENDER FOR SUPPLY OF MANPOWER FOR HOUSE KEEPING,DATA ENTRY & OTHER MISC. WORK ON CONTRACT BASIS. In Technical bid the bidder has to submit EMD & all papers mentioned in page-10 & in price bid only rate sheet to be submitted.”** The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented in person after the sealing of box will not be received by or will not be allowed to be deposited in the tender box. Bid for each zone should be submitted i.e. both technical and financial bid in a single envelope and should be proper sealed (with sealing wax/PVC tape).

2) **Postponement of Tender opening**: Whenever it is considered necessary to postpone the opening date of tenders, quick decision must be taken and communicated to the tenderers who have purchased the tender documents and shall be at least one day before the original date of opening. If the date of opening of bids is declared as holiday, or any **bandh** occurs then the bids will be opened on the next working date at the same time and venue.

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

**OPENING OF BIDS BY THE DEPARTMENT;**

The Department shall open the bids in the presence of bidders or his authorized representatives, on due date & time. The bidder or his representative, who is present, shall sign in attendance register. The bidder’s representative shall submit authority letter to this effect before they are allowed to participate in the bid opening. A maximum of one (1) representative for any bidder shall be authorized and permitted to attend the bid opening.

The Bids shall be opened in the following manner: -

The bid opening committee shall count the number of bids and assign serial numbers to the bids.

The envelopes containing the tender offer and not properly sealed, shall not be opened and shall be rejected outright. Closing the cover by gum will not be treated as sealed cover. The reasons for not opening of such tender shall be recorded on the face of the envelope and all the members of bid opening committee shall put initial with date.

The bid opening committee shall sign on the envelope with date.

**PAYMENT TERMS:**

1) Basedon the execution of the work on daily basis, the contractor will prepare a workbook for a particular month certified by the concerned SDOs/SDEs/AOs and counter signed by AGM/CAO concerned. Accordingly thecontractor shall prepare monthly bills in triplicate & submit the bills within 7 days of the following month to TELECOM DISTRICT MANAGER Bhawanipatna for necessary payment. The payment will be made by A/C payee cheque after deduction of taxes as applicable from time to time.

2) The contractor shall comply with all provisions of the ‘Payment of wages Act’ 1936, minimum wages Act 1948, Employees liability Act 1938, Workmen compensation Act 1923, Industrial Disputes Act 1947, Maternity benefit Act 1961 and contractor labour (Regulation and abolition) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The contractor shall indemnify BSNL against payments to be made for the observance of the laws aforesaid.

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

I) Attendance sheet and Work order issued by the controlling officer.

II) Monthly wage Register/payment sheets of the employees with PF A/C nos. of individual employee showing detail particulars of contributions towards EPF/EPS etc.

III) Form-5 & 10, the monthly return duly submitted to RPFC (Regional PF Commissioner) authority office.

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

V) Copies of challan in respect of payment of EPF contribution & ESI (if applicable) for employee engaged by him in connection with BSNL.

**VI) It is mandatory to pay wages to the labourers by means of an account payee cheque/RTGS and the proof of payment should also to be enclosed with the bill.**

**Disputes in tender finalization:-**

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

**Disqualifying clause :-**

 The TELECOM DISTRICT MANAGER, Bhawanipatna reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into the BSNL. The terms and conditions enumerated above shall be binding and the bidders shall have to accept them in writing along with tender.

The TELECOM DISTRICT MANAGER, Bhawanipatna reserves the right to vary the quantity of work as per actual requirement.

The TELECOM DISTRICT MANAGER, Bhawanipatna reserves the right to deploy or order contract work in any place under the administration of the TELECOM DISTRICT MANAGER, Bhawanipatna.

The contractor shall not assign or sublet to any other person or agency without the prior written approval of TELECOM DISTRICT MANAGER, Bhawanipatna 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.

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

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

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

The BSNL is not liable to pay for additional works carried out without prior sanction. The BSNL will not be liable for any additional works, which have not been provided for in the work order or estimate but carried out by the contractor without written sanction of the competent authority.

The BSNL will pay no advance of any kind to the contractor.

The TELECOM DISTRICT MANAGER, Bhawanipatna reserves the right to impose any other conditions, if necessary at any time during the validity of the tender.

The tender will be awarded to the successful tenderers/ tenderer only on production of valid license from the concerned labour authorities.

If the contractor fails to carry out work with the expected speed and standard the contract will be terminated & no work will be awarded.

While carrying out work on any existing exchanges, the contractor should ensure least interruption to the working equipment and TELECOM DISTRICT MANAGER Bhawanipatna is empowered to cancel the tender or impose any penalty including forfeiture of Performance security of the contractor for not following his conditions at any time.

All the amenities to the labourers such as drinking water, washing facilities, tools required for the work should be provided by the contractor at his own cost at the work spot as required under Contract Labour (R&A) Act, 1970.

While operating window A/C and electrical appliances or climbing tower the contractor should take responsibility for safety of workers and the BSNL will not be held responsible for any causality during the execution of work.

The person/persons deputed for the execution of job should have minimum working knowledge in the respective field and should have good conduct and behaviour. If any irregularity is noticed by supervisor the contractor is liable to withdraw such person.

The contractor shall issue identity card to the person engaged by contractor.

BSNL Bhawanipatna shall not be responsible for any form whatsoever, if during the course of discharging of duty, any person employed by the contractor suffers from any damage or injury during the stay inside/outside the campus of this office or is put to any hardship or suffers any damage in any form whatsoever.

**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.

BSNL, Bhawanipatna will not be held responsible for any non payment of the contractor to the labourers and any dispute between the contractor and labourer.

## DISPUTES AND ARBITRATION.

## In the event of any doubt, dispute or differences arising under this Tender agreement or in connection wherewith except as to matters the decision on which is specifically provided under the terms and conditions of this Tender, the same shall be referred to the sole arbitration of the Telecom District Manager, Telecom District, Bhawanipatna, or any other person appointed by him as the Arbitrator.

## No objection to any such appointment on the ground that the arbitrator is a BSNL servant shall be entertained, the arbitrator will not be a person who had an opportunity to deal with the matter to which the agreement relates to or that in the course of his/her duties has expressed his/her view. On all or any of the matters in dispute or in difference.

## The Awards of the arbitrator shall be final and binding on the parties.

## In the event of such arbitrator, to whom the matter was originally referred to, being transferred or vacating his office due to death, resignation, or refusal to work or neglecting his work or being unable to act as a arbitrator for any reason whatsoever, the Telecom District Manager , Telecom District, Bhawanipatna, shall appoint another person to act as the Arbitrator in place of the outgoing arbitrator in accordance with the terms of the contract agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

## The arbitrator may, from time to time, with the consent of parties, enlarge the time for making and publishing the award of arbitration. Upon any such reference, the assessments of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.

## All incidental expenses in the arbitration proceeding will be born by the party as decided by the arbitrator.

## Subject to the aforesaid provisions, the arbitrator Act, 1940 and the rules made there under and any stipulation/modification for the time being force shall be deemed to apply to the arbitration proceedings.

## The venue of the arbitrator proceedings will be decided by the arbitrator, however it will be in a locality within the jurisdiction of Telecom District Manager, Bhawanipatna.

## The court in the city of Bhawanipatna alone shall have the jurisdiction to entertain any application or any other proceedings in respect of dispute arising under this agreement.

## Case against any award/ Awards made by the sole arbitrator hereunder shall be filed in the concerned Court in the city of Bhawanipatna only.

**Signing of contract agreement.**

The successful tenderer shall be required to execute an agreement on a non judicial stamp paper of Rs.100/- only at his own cost as per the enclosed proforma. In the event of failure of the tenderer to sign the agreement within seven (7) days of being called upon to do so after the acceptance of the tender, or in the event of his failure to start the work as stipulated, the amount of earnest money deposit or security shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

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

The following items are to be followed strictly.

1) Challan of service tax deposit particulars which will show the deposit for Bhawanipatna Telecom District.

2) Challan of EPF deposit of Bhawanipatna Telecom District.

3) List of name & address of labourers for whom the EPF amount has been deposited.

4) Acquaintance sheet of labourers to whom payment of wages have been disbursed. Regarding this copy of wage register may be supplied.

5) The contract labourers engaged by the contractor may be covered under ESI(if applicable) and monthly deposit in this regard will be submitted regularly.

6) Muster Roll of the contract labour.

7) Attendance sheet.

8) Monthly wage/payment sheets of the employees with PF A/C nos. of individual employee.

9) Form-5 & 10, the monthly return duly submitted to RPFC (Regional PF Commissioner) authority office.

10) Form 6(A), the annual return duly submitted to RPFC (Regional PF Commissioner)

11) Deposited challan in respect of the deposits of dues of employee engaged by him in connection with BSNL.

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

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

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

1) The contractor should have valid labour license under the Contract Labour (R & A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 and should abide by the requirements of such act.

2) The contractor shall comply with all provisions of the ‘Payment of wages Act’ 1936, minimum wages Act 1948, Employees liability Act 1938, Workmen compensation Act 1923, Industrial Disputes Act 1947, Maternity benefit Act 1961 and contractor labour (Regulation and abolition) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The contractor shall indemnify BSNL against payments to be made for the observance of the laws aforesaid.

3) All the amenities to the labourers such as drinking water, washing facilities should be provided by the contractor at his own cost at the work spot as required under Contract Labour (R &A) Act, 1970.

4) The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen’s compensation Act, 1992 for injuries caused to the workmen. If such compensation is paid by the BSNL as principal employer under Section (1) of the Section 12 of the said Act, such compensation will be recovered from the security deposit or any account due from the contractor on any account or otherwise.

5) The contactor will be responsible for the safety and security to the skilled and unskilled labours employed by him for execution of work.

6) The contractor should maintain the records relating to payment of EPF, ESI etc and deposit the amount of EPF, ESI etc in time and submit the Xerox copies of challans thereafter to the TELECOM DISTRICT MANAGER, Bhawanipatna every month.

**SECTION –IV**

**SCOPE OF THE WORK:-**

**TRA:-**Opening & closing advice notes received from field offices on day to day basis are to be entered into CDR/DOTSOFT/CCN package. Bills are generated and printed. After printing of bills ( i.e Landline, WLL, Mobile and Leased Circuit Bills) those are to be folded, punched, sorted PIN Code wise and despatched to post office. If required those bills are to be distributed to the consumers of Bhawanipatna District. Receipt of vouchers, demand notes, advice notes is a continuous process throughout the month. On receipt of vouchers batch slips are to be prepared. The vouchers are to be fed into the CDR/DOTSOFT/CCN on day to day basis. Reconciliation of payment noting with the schedule given by the post office. Issue of duplicate bills to the subscribers and also writing office notices, Advocate notices and Lok Adalat notices to the defaulters of Bhawanipatna Telecom District. Preparation and printing field report for holding defaulters board meeting.

## COMMERCIAL: - Data entry of new post-paid/prepaid applications received on day to day basis. Closing entry, plan change on various schemes launched, finalization of accounts, day to day miscellaneous entry.

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

**MISC.:-**

1.Sweeping of Exchange premises and office premises cleaning of toilets/bath rooms:-The contractor will have to depute sweepers for sweeping of Exchange premises like MBM Exchanges and small Exchanges and office premises like TELECOM DISTRICT MANAGER Office, and office of the all SDOs cleaning of toilets/bathrooms on daily basis. The concerned SDEs/JTOs shall supply the materials 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.Supply of drinking water, cleaning of water filters/buckets etc.

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

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

4.Departmental Inspection Quarter maintenance:-Taking care of the cleaning of the inspection quarter building, cleaning of the surrounding area, cleaning of the asset of the inspection quarter and furniture etc., looking after the VIPs and other guest who are the occupants of the inspection quarter with showing the proper courtesy with regular maintenance of inspection register and related rate payment etc.

5.Office Documentation/MIS data feeding:- Typing work of office letter, estimate, important booklets etc., preparation of documents, tables etc. of different section of TELECOM DISTRICT MANAGER office & similar nature of work to be executed in other unit of the SSA assigning separate entity of job.

6.Watching of Store:-Keeping watch of store under the control of SDE/SDOs, keeping watch of divisional store under the control of SDE/SDOs, keeping the store in proper sizing and shape in the store yard with proper account, intimate to the in charge of the store about store transaction.

7.L&W maintenance work for Main Exch/MBM/SBM Exch./Small Exch. :-Drop wire replacement, EPBT replacement, removal of DP fault, mtce. of register & report to the authority

8.WLL maintenance work:-Testing the equipment and fixing of Antenna etc., mtce. of register & report to the authority

9.Watching/monitoring of various technical systems in all type of Exchanges:-For watching and monitoring of various technical system such as RLU, PSU, BTS/BSC/TAX/SWR and battery & P/P, E/A, Window & split type of A/C units, different transmission units, office like Telephone Bhawan for running E/A and Water Pump set etc. treating this activity of Telephone Bhawan as a part of job of main exchange Bhawanipatna. All above jobs involved should be round the clock.

● Operation and running of Engine Alternator Set during Mains Failure.

● Collection of diesel/lubricant for E/A sets whenever required.

● Filling of fuels in tanks.

● Checking of mobile and diesel level before running of E/A set.

● Cleaning of E/A sets and Engine rooms etc.

● Checking of Battery set and its charger units for E/A set.

● Running of window/Split type A/C units provided at exchanges.

● Updating related records/history sheets.

● Routine operational checking of electrical panels, AVR etc.

● Observation/checking of 3 phase AC supply and keeping recording its data.

● Passing information to all concerned regarding any abnormal behavior of the units.

● Contacting Electrical sub-station/control room during mains A/C failure to know about duration/reason of failure and also regarding High/Low/No voltage of 3 phase supply.

● Operation of fire fighting appliances at the time of any electrical hazardous occurrence.

● Collection of Electricity Bill/Cheque and its payment.

● Recording of room temperature.

● Store sizing and store handling and watching of stores in Dist. Store Depot., and Sub- divnl. Store Depot.

● Assisting in the switch room work .

● Assisting in MDF i.e. Jumpering, wiring, ISDN testing, leased line testing, broadband wiring and testing, DQFRS testing, FRS print out and docket closing etc.

10.Monitoring of various OFC systems:-Monitoring of various alarm/failure in OFC transmission system and inform it to concerned JTO/SDO in charge and it is to be required round the clock in each day.

11.Scanning of subscriber profile (L/L, WLL & Mobile) :Scanning of subscriber profile work of land line, WLL and Mobile (Pre paid and Post paid) on day to day basis of commercial section & similar nature of work to be executed in other unit of the SSA.

12.Office Assistance/Boy for file handling: Daily Office files are to be handled for specific purposes from officer/official to officer/official. The contractor has to depute the experienced and well acquainted workers for this purpose and to keep record for the same in the concerned register.

13.Broadband maintenance:- Assisting in Drop wire replacement, modem replacement, and maintaining fault booking register indicating type of error/nature of fault & rectification of fault and report SDE (BB).

14.Any other work as and when assigned.

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

 **Penalties:**

The contactors shall disburse salary to its deployed manpower latest by 7th. of every month failing which Rs. 500/- per day will be imposed up to 15th.of the month and the contract shall be liable to be terminated.

The contractor has to maintain adequate number of manpower as per the contract and also arrange a pool of standby manpower. If the required manpower is not provided as per the contract, a penalty of Rs.500/- per absentee per day shall be deducted from the bill(s).

In case the Contractor fails to fulfill the minimum statutory requirements as per the conditions of the tender document and fails to produce the concerned document, it shall be treated as breach as the contract and the contractor is liable to be blacklisted by the competent Authority.

**CERTIFICATE BY THE CONTRACTOR.**

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

**SIGNATURE OF TENDERER**

 SECTION-V

###  AGREEMENT

 An agreement made this……………. Between TELECOM DISTRICT MANAGER, Bhawanipatna hereinafter called the BSNL to the context include his successors and assignees on the one part and…………………………… Having his/its residence/Office at………………………… (Actual through its constituted attorney hereinafter called “Contractor” (which term shall include their heirs, executors, successors and assignees on the other parts.

 Whereas the BSNL, is desirous of getting executed certain work namely: Supply of Manpower for House Keeping,Data Entry & other Miscellaneous Office work on contract basis as detailed in Tender No. And whereas the contractor is ready and willing to execute the said works in accordance with the contract.

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

The tender notice, general rules and conditions, tender scheduled, Engineering Instructions, letter of Tender No. (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.

In consideration of the payment to be made to the Contractor for the works to be executed by him. The contractor hereby convenience with the BSNL that the contractor shall in accordance with the contract document do provide, execute and complete the said works and shall perform all other acts, deeds, comments and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms.

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 in BSNL in Orissa Telecom Circle.

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.

The contract will be in force for one year with effect from\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Security deposit of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is furnished below.

Rs………………….Security Deposit furnished through of D/D No……………… of …………… (Valid up to)…………….

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

**Signed and delivered**

**For and on behalf of the**

**Bharat Sanchar Nigam Limited**

**In the present of:**

1. Signature: 2.Signature:

 Name Name:

 Designation: Designation:

**Signed and delivered**

**by and on behalf of the contractor.**

**SECTION-VI**

#

**DECLARATION BY THE BIDDER FOR NON-PARTICIPATION OF NEAR RELATIVES**

 I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby certify that non of my relative(s) as defined in the tender document is/are employed in BSNL Unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me. Further I hereby undertake that during contract period, I/We shall abide by the standing provisions of Labour laws and the payments to the persons engaged shall not violate the provision of Minimum Wage Act, EPF Contributions and Insurance etc.

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

Members of a Hindu Undivided family. They are husband and wife. The one is related to the other in the manner as father, mother, son(s) and son’s wife (daughter in law), Daughter(s) and daughter’s Husband (son-in-law), Brother (s) & brothers wife, sister(s) and sister’s husband (Brother in law).

Signature of the bidder.

Name of the Contractor.

(Capacity in which Signing)

Place:

Date:

**SECTION-VII**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

No. W-180/BPT/2014-15/ Dated at Bhawanipatna the

**Subject:** Authorization for attending bid opening on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Date) in the tender for carrying out various works on job contract basis.

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

Order of Preference Name Specimen Signatures

I

## Alternate

Representative

Signature of bidder

 OrOfficer authorized to sign the bid

documents on behalf of the bidder.

 l. Maximum of one representative will be permitted to attend bid opening.

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

**SECTION- VIII**

#### CHECK LIST

|  |  |  |
| --- | --- | --- |
| **Sl No.** | **Description** | **Remarks** |
| 1 | Whether the following papers are enclosed? | YES or NO |
|  | Self-Attested photo copy of the valid Contractor’s Licence. |  |
|  | Self-Attested Photo copy of PAN Card & copy of Income Tax return of last year |  |
|  | Self-Attested Photo copy of Experience Certificate as per Clause No-13(c) of sec-III. |  |
|  | Cost of Tender Document as per NIT. |  |
|  | EMD as per NIT.  |  |
|  | Self-Attested photo Copy of valid EPF registration certificate with proof of up-to-date payment. |  |
|  | Self-Attested Photo copy of valid ESI Registration Certificate with up-to-date payment receipt(If applicable to the area). |  |
|  | Self-Attested Photo copy of valid Labour License/Undertaking if any. |  |
|  | Self-Attested Photo copy of valid Service Tax Registration Certificate with up-to-date challan. |  |
|  | Declaration stating that none of his family member or near relatives working in BSNL.(Proforma to be filled up as given in section – VI ) |  |
|  | Tender document(s), in original, duly filled in and signed by 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. |  |
|  | Tenderer’s profile duly filled in, as per section II of the 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 the person appointed as supervisor |  |
| 2 | Whether the tender has been sealed properly? |  |
| 3 | Whether the corrections if any has been encircled and fresh entry mode and signed by the authorized signatory? (No over writing is permissible). |  |
| 4 | Whether your tender is conditional? (All conditional tender will be rejected.) |  |
| 5 | Whether you have superscribed on the envelope the name & zone of the tender? |  |



**BHARAT SANCHAR NIGAM LIMITED**

**(A Government of India Enterprise)**

**O/O the T.D.M., Bhawanipatna-766001**

**(FINANCIAL BID)**

No. W-180/BPT/2014-15/1 Dated at Bhawanipatna the 16th June’2014

### Tender for SUPPLY OF MANPOWER FOR

### HOUSE KEEPING,DATA ENTRY & Other Miscellaneous Work

###  on CONTRACT BASIS

**SSA Name: --------------------------------------------------------------**



**SECTION- IX**

Tender No. W-180/BPT/2014-15/1 Dated at Bhawanipatna the 16th June’2014

|  |  |
| --- | --- |
| Name of SSA : |  |

**PRICE BID**

**(RATE SHEET)**

The bidder should quote the percentage of profit of the amount shown under column No.-3 against Sl. No-1 of section-X (Schedule of Rates) in figures & words of per day wages of one skilled/semiskilled/unskilled labourer effective from dt:01.04.2014 onwards as decided by Dy. Chief Labour Commissioner (C), Bhubaneswar. During validity period of the tender, the per day wages of one Semiskilled/Unskilled labourer is automatically allowed to be changed according to the per day wage revision notification issued by the concerned authority from time to time. The above revision in per day wages will be strictly as per decisions and circulars of Dy. C.L.C. (Central), Bhubaneswar only.

IN FIGURES ……………………….….. %

IN WORDS ………………………………….……..PERCENTAGE.

Seal & Signature of Bidder.

**SECTION- X**

No. W-180/BPT/2014-15/01 Dated at Bhawanipatna the 16th May’2014

**SCHEDULE OF RATES**

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

|  |  |  |
| --- | --- | --- |
| Sl. No | Description | Amount (in Rs.) per labourer per day of different category of labourers |
| **Skilled** | **Semiskilled** | **Unskilled** |
| **1** | Daily wages of one Skilled/ Semiskilled/ unskilled labourer w.e.f. date 01.04.2014 onwards as prescribed by Dy. CLC(C), Bhubaneswar. |  **Rs.309.00**  | **Rs.256.00**  | **Rs.220.00**  |
| **2** | Employer’s (Contractor’s) share of EPF contribution for per day per unskilled labourer @12%+1.11% as administrative charges of EPF Deptt. + 0.50% as EDLI Charges of EPF Deptt. = @ 12 + 1.11+0.50 = @ 13.61% of amount under column No-3 against sl. No-1 of this table. | **Rs.42.05** | **Rs.34.84** | **Rs.29.94** |
| **3** | Employer’s (Contractor’s) profit for providing per day one Semiskilled/ unskilled labourer in percentage of amount under column No-3 against sl. No-1 of this table to be quoted by the bidder in figures & words in the rate sheet of financial bid at Section – IX. | The amount will arrive in accordance with finally approved L-1 percentage of amount shown under column No-3 against sl. No-1 of this table. |
| **Note: -** The above mentioned amounts shown under column No-3 against Sl. No-1 & 2 of above table and approved L-1 percentage profit to the successful bidder against Sl.no. 3 for this tender will be effective w.e.f. dt- 01.04.2014 to 30.09.2014 and allowed to be changed automatically w.e.f. 01.10.2014 onwards strictly in accordance with per day wages to be revised and decided in future w.e.f. dt- 01.10.2014, 01.04.2015 and 01.10.2015 by Dy. Chief Labour Commissioner (C), Bhubaneswar.  |

**SECTION- XI**

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

No. W-180/BPT/2014-15/01 Dated at Bhawanipatna the 16th .June’2014.

The requirement of minimum 0(zero) to maximum no. of laborers (Semiskilled/unskilled) on any working day of the month for respective zones with the strict condition that maximum **22** **(Twenty-Two)** working days are permissible in each month for each and every individual labourer to be provided to any site engineer of any zone by the contractor as per actual requirement of concerned SDO (Telegraphs)/SDE of BSNL, Bhawanipatna SSA for different zones. No labourer under any circumstances must be supplied or provided by the contractor to any site engineer of BSNL for more than **22 (Twenty-Two)** working days in a month.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sl No. | Jurisdiction of the Area | Site engineer of the Area. | Maximum no. of days permitted during each calendar month for supply of each Mazdoor by the contractor to any respective site engineer of zone. (in no. of days) | Minimum 0 (Zero) to Maximum no. of Mazdoors to be provided by the contractor on any working day during each month(In numbers) |
| Semiskilled | Unskilled |
| 1 | **T.D.M.OFFICE,BPT****S.D.E.(PHONES) ,BPT****SDOT (BPT)****SDE (TRANS),**  | **SDE (HRD) BPT** **SDE(P) ,BPT****SDOT, BPT SDE(TRNS),BPT** | **22** | **05** | **22** |
| **SDOT KESINGA** | **SDOT KESINGA** | **22** | **01** | **10** |
| **SDE(N/W-OP), DHARAMGARH/** | **SDE(N/W-OP), DHARAMGARH/** | **22** | **02** | **14** |
| **SDOT, NUAPADA** |  **SDOT, NUAPADA** | **22** | **02** | **14** |
|  |  |  | **TOTAL** | **10** | **60** |

**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:-
2. 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.
3. 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.
4. The principal will exclude from the process all known prejudiced persons.
5. 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 I 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.
2. The bidder(s/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the principal’s employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process of during the execution of the contract.
3. 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.
4. 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.
5. 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.
6. 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**

1. 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.
2. 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 – Previsous transgression**

1. 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.
2. 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.

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

1. The principal will enter into agreements with identical conditions as this one with all the bidders/contractors
2. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact.
3. 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 instrucdtions 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 req1uired to provide any data relating to its other customers, or any personnel or employee related date.

1. The principal will provide to the Monitor sufficient information about all meetings among the parties related to project provided such meetings could have n impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
2. 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.
3. 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.
4. 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.
5. 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/contract5 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 intensions.

………………………………….. …………………………………

For the Principal For the Bidder/Contractor

Place………………….. Witness 1: …………………….

Date ……………………. Witness 2; ……………………..