

**TenderNo: RTTC/GENL/G-54(04)/2021-22/10 dtd.01/03/2022.**



## **BHARAT SANCHAR NIGAM LIMITED**

(A Govt. of India Enterprise)

**Office of the Principal RTTC, Bhubaneswar -751007**

**Phone No-0674-2589600**

# **E-TENDER DOCUMENT**

**Total number of Pages: 50**

**Name of the work:**

**Carrying out Sweeping and  
Cleaning Services at RTTC, Bhubaneswar**

**Submission of E-Tender** : Date 23.03.2022 ( Upto 15:00 hrs)

**Date & Time of opening of Tender:** Date 24.03.2022 (15:30 hrs)

**Principal, RTTC,BSNL  
Vanivihar, Bhubaneswar-751007**

*Read, understood & complied  
Signature of bidder with seal*

**Cost of Tender Paper: Rs590/-**

**CONTENTS OF TENDER DOCUMENT**

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*Read, understood & complied  
Signature of bidder with seal*

## Section - I



### **BHARAT SANCHAR NIGAM LIMITED**

(A Government of India Enterprise)

O/o The Principal, Regional Telecom Training Centre,  
Vanivihar, Bhubaneswar-751007

### **NOTICE INVITING E-TENDER**

**E-Tender for CARRYING OUT SWEEPING AND CLEANING SERVICES at**

**RTTC Bhubaneswar**

**E-Tender No: RTTC/GENL/G-54(04)/2021-22/10 dtd.01/03/2022**

1. E-Tenders are invited by the Principal, RTTC, Bhubaneswar from prospective and experienced contractors/ reputed Indian Agencies under two bid systems for carrying out Sweeping and Cleaning Services on job contract basis in RTTC Bhubaneswar for a period of one year (extendable upto six months).

Sl.No	Item	Particulars
1	E-Tender Notice No. & date	<b>RTTC/GENL/G-54(04)/2021-22/10 dtd.01.03.2022</b>
2	Name of work	<b>Carrying out Sweeping and Cleaning Services on contract basis in RTTC, Bhubaneswar. Estimated cost of Tender is Rs 4,60,000/- (four lakh sixty thousand only)</b>
3	Cost of E-Tender Documents	<b>Rs.590/- (Rupees Five hundred and Ninety rupees only) including GST</b>
4	E-Tender documents can be downloaded w.e.f.	<b>02<sup>nd</sup> March '2022 15:00 hours</b> [ E-Tender document can be downloaded from the website: <a href="http://www.odisha.bsnl.co.in">www.odisha.bsnl.co.in</a> following the link- 'Tenders'. Further, the E-Tender document for participating in E-Tender shall be available for downloading from <a href="https://etenders.gov.in/eprocure/app/BSNL">https://etenders.gov.in/eprocure/app/BSNL</a> following the link for Tenders through E-Tender by BSNL and to be uploaded in the E-format from <b>02.03.22 to 23.03.22 (upto 15:00 hrs)</b> . [As tenders are invited through E-Tendering process, physical copy of the tender document would not be available for sale.]
5	Date of receipt of queries from bidders	<b>Up to 15:00 Hrs of 09.03.2022</b>
6	Reply of queries by BSNL	<b>Before 15:00 Hrs of 16.03.2022</b>
7	Last Date of Submission of E-Tender	<b>up to 15.00 Hrs of 23.03.2022</b>
8	Date & Time of Opening of E-Tender (Technical Bid only)	<b>24.03.2022 at 15:30 Hrs.</b> (If the date is declared as holiday the opening date will automatically be extended to next working day at the same scheduled time)
9	Amount of Bid Security as in Section II.	The cost of EMD/ Bid Security <b>Rs.9200/-</b> .
10	Rejection of Tender	Incomplete tender, ambiguous and Conditional rate, unsealed, late receipt will be rejected.

*Read, understood & complied*

*Signature of bidder with seal*

**Note:**

1.

i) Cost of E-Tender documents and EMD/ Bid Security may be paid through online Banking/RTGS/NEFT as per Section-I, Para 2(b) OR in shape of DD/BC drawn after the date of publication of NIT on any Nationalized/Scheduled Bank in favour of **Accounts Officer (A&P) O/o CGM, BSNL, Odisha Circle, Bhubaneswar** payable at Bhubaneswar. The scanned copy of the above DD/BC towards cost of tender document should be uploaded in E-Tendering portal of M/s ITI.

ii) **Originals of the bank instrument such as DD or EMBG towards tender fee, EMD/BID security respectively, if not submitted through e-payment mode shall be submitted by the bidder on any date before or within 5 days of bid submission end date failing which the tender bid ( if already opened on the basis of scanned copies uploaded in first electronic envelope ie Technical envelope) shall be rejected.**

ii) The bidders in the category of Micro & Small Enterprises (MSEs) and registered with MSME bodies like NSIC/DIC are exempted from payment of Tender document Fees and Bid security (EMD). “Micro and Small Enterprise (MSE) bidders should submit their valid Udyam Registration Certificate indicating URN ( Udyam Registration Number) issued from MSME in order to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Certificate should broadly cover the Equipment/Services offered in Tender.”

iii) In case the last date of submission /opening of bid is declared to be a holiday, last date of submission / opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid submission/ opening date due to any other unavoidable reasons will be notified through the BSNL web site and/or E-Tender Portal and/or newspapers.

2(a) The E-Tender paper can be downloaded from the website: <https://etenders.gov.in/eprocure/app&www.odisha.bsnl.co.in> and to be uploaded in E-Tender portal.

2(b) The cost of EMD and cost of E-Tender paper to be paid through online Banking/RTGS/NEFT as per the following details.

<b>Name of the Bank and Branch</b>	UNION BANK OF INDIA, BHUBANESWAR
<b>Accounts Name</b>	A.O(A&P), O/o CGMT, BSNL, Bhubaneswar
<b>Account Number</b>	380801010035282
<b>IFSC Code</b>	UBIN0538086
<b>Address of the Bank</b>	Ashok Nagar Branch, Bhubaneswar:751009, Odisha
<b>MICR Code</b>	751026002
<b>Mail Id :</b>	<i>email id</i> :aoap02@rediffmail.com
<b>Contact No</b>	Tel.No.0674-2392644

The scanned copies of the E-Payment receipt towards EMD/BID security and Cost of bid document are to be uploaded in the CPP Portal..

2(c) Amendments, if any, to the E-Tender paper will be notified in the above website as and when such amendments are made. It is the sole responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

3(a) Intending bidders are requested to register themselves in CPP PORTAL through the website <https://etenders.gov.in/eprocure/app> for obtaining user-id, Digital Signature etc.

3(b) BSNL has decided to use the process of E-Tendering for inviting this tender and thus the physical copy of the tender would not be sold.

3(c) Bidders may note that the E-Tender document can be downloaded from the website <https://etenders.gov.in/eprocure/app> or following the **“Tenders” link of the website *Read, understood & complied*** [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) **from 2<sup>nd</sup> March’2022 (15:00 hours).** *Signature of bidder with seal*

3(d) The bidders shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded E-Tender document being submitted and it is identical to the E-Tender document appearing on Web-site (<https://etenders.gov.in/eprocure/app>) as per Annexure -B of Section VII.

3(e) In case of any correction/ addition/ alteration/omission is found in the E-Tender document; the tender bid shall be treated as non-responsive and shall be rejected.

#### **4: Eligibility condition**

**4.1 The bidder should be Indian individual/Firm/company registered to provide the Sweeping and Cleaning and similar kind of services in India.**

**4.2 The bidder should have experience in carrying out job contract in reputed institution/organisation/office.**

**4.3 Experience certificate:-**The bidder must have carried out the said work to the tune of minimum Rs.3 Lakhs taken together during the financial years 2019-20 and 2020-21 and duly supported by an Experience Certificate to this effect issued by an Officer not below the rank of Deputy General Manager or equivalent rank of the concerned Organization.***Any type of work order will not be considered as experience certificate.***

**4.4 The bidder must also have EPF,ESI,GSTIN,PAN NO and valid Labour Licence issued by Regional Labour commissioner, Govt of India/state labour commission, odisha.**

**4.5. The bidder has to submit an undertaking that he has cleared all the statutory dues against his/her own name /firm like EPF,ESI and GST for the period 2020-21 (for annexure-N attached) to participate in the BID.**

5.BSNL has adopted E-Tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, bidders or their authorized representatives can attend the Tender Opening Event at the **Meeting Room, 3rd floor, BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009** where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

6.Incomplete, ambiguous, Conditional tender bids are liable to be rejected.

7.CGMT, Bhubaneswar reserves the right to accept or reject any or all tender bids without assigning any reason and is not bound to accept the lowest tender.

8.All documents submitted in the bid offer should be preferably in English. In case the certificate viz., experience, registration etc., is issued in any language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator in addition to the relevant certificate. All computer generated documents should be duly attested/signed by the issuing organization.

9.All statutory taxes as applicable shall be deducted at source before payment.

10.Tender bids after due time & date shall not be accepted.

*Read, understood & complied*

*Signature of bidder with seal*

## Section-II Scope of Work, Specifications

- 1.1 Quantum of work:- Principal RTTC, Bhubaneswar, intends to appoint reputed agency for Sweeping and Cleaningservices on job contract basis at Regional Telecom Training Centre, Bhubaneswar.

Sl.	Scope of Work
1	Sweeping & cleaning of office rooms, class rooms, different labs., Conference Hall, Documentation and Library rooms, canteen, corridors (Approx 2492 sq. Mtr.) and cleaning of toilets & urinals of RTTC building. (Approx 249sq.mtr) .
2	Sweeping & Cleaning of hostel rooms, corridors, stair case, stores, combined bathrooms & toilets etc. for floor area of about 3000 Sq.mtr .
3	Sweeping & Cleaning of holiday home located at P&T colony transit quarters
4	sweeping and cleaning of RTTC campus premises and its frontage.

The above work shall be carried out in the following schedule:-

Job No.	JOB DESCRIPTION	TIMING(IST)
1	Sweeping & Cleaning of Rooms in Hostel-I & Hostel-II which includes cleaning of cobwebs and glass window	To be completed between 0700 to 0900 hrs.
2	Sweeping & Cleaning of Corridors, Toilets, Recreation room, and TV Room etc. in Hostel.	To be completed between 0900 to 1300 hrs.
3	Sweeping & Cleaning of RTTC frontage area of the Campus	To be completed before 0930hrs.
4	Sweeping & Cleaning of RTTC Building, Toilets, and Corridors etc. Including Holiday home.	To be completed before 0930hrs.
5	Sweeping & Cleaning of office rooms, Class rooms, Labs and Telecom Museum.	To be completed before 1000hrs.

- 1.2 **Before submitting the bid document, the intending bidder or representative of the bidder may inspect the RTTC premises and contact JTO (Hostel)/AGM(RTTC) for any sort of clarification regarding the quantum of work.**

*Read, understood & complied*  
*Signature of bidder with seal*

## Section:-III.(Job Descriptions)

### 1.1 Requirement of different Sweeping and Cleaning services in RTTC Bhubaneswar:-

#### (I) Sweeping and Cleaning services on job contract basis:-

SL No	Job/Work descriptions	Per day required hours	No of days required in a month in need basis.	Basic wage rate for unskilled labour per hour in Rs (Daily wage rate /8 hours)
1	Sweeping & cleaning of office rooms, class rooms, different labs., Conference Hall, Documentation and Library rooms, canteen, corridors (Approx 2492 sq. Mtr.) and cleaning of toilets& urinals of RTTC building. (Approx 249 sq. Mtr ) .	8	15	<b>Rs 68.25/-</b>
2	Sweeping & Cleaning of hostel rooms, corridors, stair case, stores, combined bath rooms & toilets etc. for floor area of about 3000 Sq.Mtr .	12	15	
3	Sweeping & Cleaning of holiday home located at P&T colony transit quarters.	1	15	
4	Sweepingand cleaning of RTTC campus premises and its front gate .	3	15	

### 1.2 The Sweeping and Cleaning services cover the works as detailedbelow :-

#### (I) Sweeping & cleaning of office rooms, different Labs., corridors and cleaning of toilets of RTTC building.

- a) Sweeping and cleaning of technical labs, Telecom Museum, library, class rooms, office rooms, recreation rooms, store rooms, common utility areas like stair case, corridors, entry veranda etc. These are rooms and common use areas of the main training center building and its adjacent annex which need to be dusted, swept and moped on the working days. Accessories and consumables for the purpose like brooms, waste bins, baskets, buckets, dusting cloth, moping wipers, phenyl, room freshener etc will be issued by the training center authority as per requirement. After cleaning, the furniture are to be arranged properly. Normally it is expected that the class rooms and common areas will be cleaned by 10 AM and kept ready for use. Laboratories are to be cleaned in the presence of laboratory-in-charges. The class rooms, office rooms, recreation rooms and common use areas has to be swept and moped daily in all working days . Seats arrangement/rearrangement for classrooms will be carried out as per instructions of the in charge concerned.
- b) Sweeping and cleaning of toilets: - The training centre building has toilets & urinals in each floor. These need to be washed, moped and cleaned properly on all working days. Accessories for cleaning purpose like brooms, brushes, buckets, mugs etc and consumable like phenyl, naphthalene ball, and bleaching powder will be provided by the training centre for cleaning the floors and toilets.
- c) The contractor may use any machine at his own cost for cleaning & sweeping of floors.

#### (II) **Cleaning of hostel rooms, corridors, stair case, stores, bathrooms, toilets etc. for floor area of about 3000 Sq.Mtr :-**

- a. Sweeping and cleaning of toilets, bath rooms, wash basins, corridors, stair cases, store rooms, common use areas, hostel rooms, TV room, reading room, TT room Dining Hall, Volley field, Badminton fields, sides of volley and badminton fields up to 20 feet.

*Read, understood & complied*

*Signature of bidder with seal*



- b. The furniture available in the rooms, the doors and windows, inside and outside of cup boards book shelves have to be cleaned and wiped properly. Miscellaneous duties like cleaning of cleaning of cub-webs if found and other works as needed by hostel authority.
- c. During cleaning of the rooms the floors to be wiped at least once in a week.
- d. On any emergency need like deposit of water due to rain, leakage of the pipe lines etc. cleaning work to be taken up immediately.
- e. The concerned register should be shown and got signed by the inmates of the rooms as a token of satisfactory work in the concerned room. Finally it is to be counter signed by the hostel authorities.
- f. The tools and tackles like brooms, wipers, buckets, mugs etc required for cleaning will be provided by the hostel authority.
- g. Consumable like cleaning powder, soap, naphthalene balls, sanitary etc will be supplied by the hostel authority according to the day to day requirement.
- h. Water and electricity will be arranged by the hostel authority. .
- i. All these rates will be finalized by the Training Centre Authority with the selected bidder before executing agreement.
- j. Very frequent changes in Supervisors, cleaners, sweepers, are to be avoided.
- k. Surprise inspection will be made by the Training Centre Authority to check the quality of work.
- l. The contractor is to keep the account of all material issued and utilized by him.
- m. All materials supplied to the contractors by the Training Centre shall remain the absolute property of Institution and shall not be removed from the site of the work except for use in the work and shall be at all times open to inspection by the Hostel Authority. Such stores remaining unused at the time of the abandonment, completion and termination of the contract shall be returned to the Hostel Authority. Penalty will be imposed for any damage of stores issued or loss of stores other than due to normal wear and tear.
- n. The contractor shall indemnify himself for any loss/theft to the training center property which is directly attributable because of lapse by his personnel. The decision of the RTTC, Authority in this regard will be final.
- o. The hostel authority has full discretion to ask for a replacement of contractor's worker.
- p. He must daily visit the hostel himself in person and interact with hostel authorities like JTO (Hostel) / AGM, RTTC/Principal.
- q. To supervise the hostel affairs, one authorised representatives of the contractor/supervisor capable to handle the matters should be present in the hostel.
- r. Any deficiency pointed out to him or his authorised representative / supervisor, even verbally, has to be attended immediately.
- s. The contractor has to ensure safety of the departmental properties either issued to him or kept open in the hostel premises.
- t. The contractor may use any machine at his own cost for cleaning & sweeping of floors.

**(III) Sweeping & cleaning of holiday homes available in P & T colony, cleaning of toilets of Holiday home:**

**(IV) Sweeping and cleaning of RTTC campus premises and its front gate:-**

- i. Bushes, shrubs, unwanted plants and wild grass are to be regularly cleared off.
- ii. The flower pots and potted plants are to be arranged as per instruction of the authority.
- iii. The open field, lawn, the tennis court, the built up passages are to be cleaned and maintained well.
- iv. Over all maintenance of the outer premises should give an attractive look of the garden, lawns and the building.
- v. The contractor may use any equipment/machine at his own cost for ease of the performance of RTTC

**1.2.1** Toiletries and other cleaning materials will be provided by RTTC, Bhubaneswar.

**1.2.2** The cost of the machines & equipments if any used by the contractor for performing the cleaning jobs will not be provided by RTTC.

**1.2.3** The contractor has to record the signature from the concerned in charges of rooms, corridors and lavatories etc. as a proof of work done.

**1.3** **Period of Contract: - *The contract is initially for a period of one year and is extendable for a further period of six months.***

*Read, understood & complied*

*Signature of bidder with seal*



## Section-IV

### INSTRUCTIONS TO BIDDERS & CONDITIONS OF TENDER

#### 1. TERMS:

- 1(a) "BSNL" or "The Nigam" or "The Tendering Authority" means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) acting on behalf of the President of India and represented by the **CGMT Odisha Circle, Bhubaneswar**.
- 1(b) "The Bidder" means the individual or firm who participates in this tender & submits its bid.
- 1(c) "The Work Order" means the order placed by the BSNL on the Bidder signed by the Officer-in-Charge of BSNL including all attachments & appendices thereto and all document incorporated by reference therein. The work shall be deemed as "Contract" appearing in the document.
- 1(d) "The Contract Price" means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.
- 1(e) "E-Tender Portal" means the website "https://etenders.gov.in/eprocure/app" of CPP PORTAL who is providing E-Tendering solution to BSNL.
- 1(f) "ETS" means the Electronic Tendering System through the E-Tender Portal.

#### 2. SERVICES TO BE PROVIDED

The successful bidder has to carry out the Sweeping and Cleaning job in RTTC, Bhubaneswar as per the scope of work and timing mentioned in Section-II.

#### 3. (i) Eligibility Conditions

- a) Registered Office of the bidder should be Located in Bhubaneswar.
- b) The bidder must be in possession of requisite license as required under the laws of land for running the Sweeping and Cleaning service from the specified address. A copy should be enclosed in proof of the same.
- c) The bidder should have experience in carrying out job contract work on man power/job contract in reputed institution/organisation/office.
- d) The bidder must have carried out the said work to the tune of Rs 3 Lakhs (Rupees Three lakh) or more during the financial years 2019-20 and 2020-21, duly supported by an Experience Certificate to this effect, issued by an Officer not below the rank of Deputy General Manager or equivalent rank of the concerned Organization. **Work order copies will not be considered as experience certificate.**
- e) **The bidder must also have EPF, ESI, GSTIN, PAN NO. and valid Labour Licence issued by Regional Labour commissioner, Govt of India/state labour commission of Odisha. Copies of the same should be enclosed as proof.**
- f) ***The bidder has to submit an undertaking that he has cleared all the statutory dues against his/her own name /firm like EPF, ESI and GST for the period 2020\_21 (for annexure-N attached) to participate in the BID.***
- g) The bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts. Relevant copy/copies should be enclosed.

#### 4. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid. BSNL in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.

*Read, understood & complied*

*Signature of bidder with seal*

## **5. BID DOCUMENT;-Bid document includes:-**

- i. Notice Inviting Tender(**Bidder must have signature with date in every page of the bid doc** )
- ii. Scope of Work, Specification
- iii. Job description
- iv. Instruction to Bidders & Conditions of Tender
- v. Financial Bid
- vi. Check List/ Requirements
- vii. Formats for Declarations, Undertakings, and Agreements & Certificates etc.

## **6. CLARIFICATION ON BID DOCUMENTS**

- 6(a).** A prospective bidder, requiring any clarification of the Bid Documents shall notify the Tendering authority in writing or at the Tendering authority's mailing address indicated in the NIT. The Tendering authority shall respond in writing to any request for clarification of the Bid Documents, which it receives within 7 days from the date of publication. Copies of the query (without identifying the source) and clarifications by the Tendering authority shall be uploaded in the E-Tender Portal.
- 6(b).** Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount an amendment of relevant clauses of the bid document.

## **7. DOCUMENTS TO BE SUBMITTED FOR BID**

- a) The details of documents to be submitted through online in E-Tender Portal are as detailed at **Section VII**. If any one of the above items required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage.
- b) Documents in original should be submitted for verification as required by the Tendering Authority.
- c) The bidder will verify the genuineness and correctness of all documents and certificates including experiences/performance certificates, submitted by the bidder or any other firm /associates before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.
- d) As per the requirement of the E-Tender's condition, if any documents/paper/certificate submitted by the bidder is found to be false/fabricated/tampered /manipulated at any stage during bid evaluation or after award of contract, then the bid security (EMD/PBG) of the bidder would be forfeited and the bidder would be disqualified from the E-Tender. In case contract has already been awarded to the bidder, then PBG would be forfeited and the contract would be rescinded/ annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder
- e) Action would also be taken for banning business dealing with the defaulting firm. An undertaking to this effect should be submitted by the bidder as per format at **Annexure-M of Section-VII**.

## **8. AMENDMENT TO BID DOCUMENT**

- 8(a). At any time, prior to the date of submission of bid, tendering authority may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- 8(b). The amendments shall be notified in the E-Tender Portal and these amendments will be binding on them.

*Read, understood & complied*  
*Signature of bidder with seal*

8(c). In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Tendering authority may, at its discretion, extend the deadline suitably for the submission of bids.

**8(d). It is the sole responsibility of the bidder to confirm from the E-Tender Portal and/or from the following contacts regarding amendments, if any, or any other clarifications before uploading of the tender document**

Help Desk Contact	<b>Any technical related queries please call at 24 x 7 Help Desk Number 0120-4200 462, 0120-4001 002, 0120-4001 005, 0120-6277 787.</b>
BSNL Contact-1	Shri SPPadhy, AGM O/o The Principal , RTTC , Bhubaneswar.Mob.No.- 9437462720 <i>between 10:30 hrs to 17:00 hrs from 02.03.2022 to 09.03.2022, email id :rttc<b>h</b>hubaneswar@gmail.com</i>

## **9. SUBMISSION OF BID DOCUMENTS - TECHNICAL BID & FINANCIAL BID**

It is a two bid system and the bid prepared by the bidder shall comprise Technical Bid and Financial Bid and should be prepared as per Clause-15 of this Section.

## **10. BID FORMS**

The bidder shall fill in the tender document in all respects, sign on all pages along with seal of the firm, if any and upload scanned documents of the same in E-Tender Portal.

## **11. BID PRICE**

The bidder shall quote rates as per schedule given in Section-V.

- ii) A bid submitted with an adjustable price or not readable quoted price will be treated as non-responsive and rejected.
- iii) Discount or extra charge, if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.
- iv) Prices charged by the contractor for the services performed under the contract shall not be higher than the prices quoted by the contractor in his bid.
- v) No revision of price will be permissible on account of changes in necessary items / any input prices or cost of labour etc.

## **12. COMPLIANCE**

The bidder should ensure unconditional clause- by - clause compliance with all the terms and conditions of the tender document and a declaration to the effect in Annexure C of section VII should be given along with bid document.

## **13. A. BID SECURITY/EMD**

A(a). The bidder must deposit the amount of **Rs.9200/- (Rupees Nine thousand two hundred) only** as Bid Security/EMD as mentioned in the NIT.

A(b). The successful bidder's bid security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with Clause 22(d) of this Section and furnishing the performance security.

*Read, understood & complied  
Signature of bidder with seal*

- A(c). The Bid security of unsuccessful bidder will be discharged / returned as early as possible but not later than 30 days after the expiry of the period of bid validity.
- A(d). A BID WITHOUT BID SECURITY SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.

### **B.FORFEITURE OF BID SECURITY/EMD**

The Bid Security/EMD may be forfeited:

- B(a). If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form;
- B(b). If the successful bidder backs out to accept the tender and/or does not deposit the Performance Security Deposit @ 5% of estimated cost of tender or,
- B(c). If the successful bidder does not come for execution of agreement after deposit of performance security deposit within the scheduled time;
- B(d). If the successful bidder fails or refuses to honour his own quoted price for Sweeping and Cleaningservices or any part there of. In the above cases i.e.B(a) to B(d), the bidder will not be eligible to participate in any tender in future for one year from the date of issue of letter of intent. The bidder will not approach the court against the decision of BSNL in this regard.

### **14. FORMAT AND SIGNING OF BID.**

- 14(a). The bid shall contain no interlineations, erasures or overwriting, except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the persons signing the bid.
- 14(b). The over writing / erasures in the bid made by the bidder shall be signed by the person signing the bid.
- 14(c). The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid.
- 14(d). **Power of Attorney:-**
- (i) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
  - (ii) The power of Attorney be executed by a person who has been authorized by the Board of directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
  - (iii) In case of the bidder being a firm, the said Power of Attorney should be executed by all the Partner in favour of the said Attorney.
  - (iv) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers Shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided
  - (v) Original 'Power of Attorney' in case person other than security agency has signed the tender Documents.

**Note:-(1) In case the Power of Attorney authorized by company/partnership firms to any of their directors/ partnership holder, this specimen signature of authorized signatory should be attested by the company's / firm's banker.**

**(2) The power of attorney to be attested by the Notary Public after the date of issue of NIT.**

*Read, understood & complied*  
*Signature of bidder with seal*

## **15. PREPARATION & SUBMISSION OF BIDS**

### **I) CONTENTS OF THE BID:**

The bid contains three parts -**Part A:** The First Part should contain the uploading of scanned documents required for

- i. EMD/ Bid Security as per Sl. No 9 of Section -I .
- ii. Cost of tender paper as per Sl.no.3 of Section I.
- iii. Power of attorney in original (If applicable).

**[Also above three documents are to be dropped in sealed envelope in the box available in the chamber of IFA, RTTC (room number 010) O/o Principal RTTC, Bhubaneswar in addition to uploading in E-Tender Portal.]**

**Part B:** The Second part relates to uploading of scanned documents required for Technical Bid as per Section-VII in the appropriate place of the E-Tender Portal.

**Part C:** The third part relates to uploading of Financial Bid containing the Price schedule in excel format filled carefully in the appropriate place of the E-Tender Portal.

### **II. SUBMISSION OF BIDS:**

- a. All the clauses of the bids must be complied with and price bids must be Bids quoted online by the bidders before the locking/closing time of the bid that is **12:00 Hrs of 31.01.2022**
- b. Scanned document wherever necessary are to be uploaded in the appropriate places of the document.
- c. If any one of the document required to be uploaded is found to be wanting, the concerned bid shall be rejected at the opening stage itself.
- d. BSNL may, at its discretion, extend this deadline for the submission of the bids by amending the bid document in accordance with NIT in which case all rights and obligations of BSNL and bidders previously refer to the deadline will thereafter be subject to the extended deadline.

### **16. LATE BIDS, MODIFICATIONS AND WITHDRAWAL OF BIDS:-**

16(a). After the Locking Time, no bidder can submit the bid.

16(b). The bidder may withdraw his bid after submission prior to the deadline prescribed for submission of bids. The bidder's withdrawal shall have to be online and digitally authenticated.

16(c). No bid shall be modified subsequent to the deadline for submission of bids as above.

### **17. BID OPENING AND EVALUATION**

17(a). Financial bids & Technical bids shall be submitted by the bidder at the same time. The bids will be opened in two stages. The Tendering Authority will open the technical bids in the presence of bidders or their authorized representatives on the due date, i.e., **dated 24.03.2022 at 15:30 Hrs**. The bidder or one of his authorized representatives shall be permitted to attend the bid opening. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening as per Annexure G in Section VII. The bidders can view the opening details after the Tendering Authority opened them.

17(b). The bidder or his representative, who is present, shall sign in tender opening register

17(c). If any of the document required to be submitted in envelop 'A' is found to be wanting, the concerned bid shall be rejected at the opening stage itself and the remaining envelopes (B & C) will not be opened.

17(d). Before outright rejection of any of the bid by Tender Opening Committee (TOC) due to non-compliance of any of the provisions, the bidder will be given an opportunity to explain their position. However, if the person representing the bidder is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately; but, in no case after closing of the tender process, with full justification quoting specifically the violations of tender conditions, if any.

*Read, understood & complied*  
*Signature of bidder with seal*

- 17(e). TOC will not return the bids submitted by the bidders on the date of tender opening, even if it is liable for rejection and will preserve the bids in sealed cover as submitted, by taking signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 17(f). The date fixed for opening of bids, if subsequently declared as holiday by BSNL, the revised date of schedule will be notified in the E-Tender Portal. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.
- 17(g). Technical bids will be evaluated by the Tendering Authority and after completion of the technical Evaluation; the eligible bidders list for the financial bid opening will be made available in the e-Tender Portal.
- 17(h). Opening date and time of Financial Bid will be notified in the E-Tender Portal after opening of the Technical Bid.

## **18. PLACE OF OPENING OF TENDER BIDS**

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at “**Meeting Room, 3rd floor, BSNL Bhawan, Ashok Nagar, Bhubaneswar**”, where BSNL’s Tender Opening Officers would be conducting through online E-Tender at **15:30 Hrs. on 24.03.2022**. If due to administrative reasons, the date and venue of e-Bid opening is changed, same will be displayed prominently in the notice board of the E-Tender Portal

## **19. PRELIMINARY EVALUATION**

- 19(a). Tendering authority shall evaluate the bids to determine whether they are complete in all respects, whether any computational errors have been made, whether required sureties have been furnished etc.
- 19(b). Prior to the detailed evaluation, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents.
- 19(c). For purposes of these clauses, a substantially responsive bid is one, which confirms, to all the terms and conditions of the Bid documents without any material deviation. The tendering authority’s determination of bid’s responsiveness shall be based on the contents of the bid itself without recourse of extrinsic evidence.
- 19(d). A bid, determined as substantially non-responsive will be rejected by the Tendering authority and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity. The tendering authority shall not be bound to show the reasons/causes of rejection of the bid.
- 19(e). The Tendering authority may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

*Read, understood & complied*  
*Signature of bidder with seal*

## **20. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

- 20(a). The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
- 20(b). Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Tendering authority. If there is a discrepancy between words and figures, the amount in words shall prevail.
- 20(c). If the supplier does not accept the correction of the errors, his bid shall be rejected.
- 20(d). The evaluation and comparison of substantially responsive bids shall be done on the price of the services offered as indicated in the price schedule in section-V of the bid document.
- 20(e). The bids shall be evaluated on package basis of the total monthly cost of the Sweeping and Cleaning jobs corresponding to rates quoted under details of works in section-V of tender document.
- 20(f). Tendering authority may negotiate with L1 bidder only or can make counter offer of the same L1 negotiated price to other successful bidder(s). However, BSNL reserves the right to award the work to single or multiple bidders.

## **21. CONTACTING THE TENDERING AUTHORITY**

- 21(a). Subject to seeking clarifications on E-Tendering and tender document, no bidder shall try to influence the Tendering authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 21(b). Any effort by a bidder to influence the Tendering authority in the tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

## **22. AWARD OF CONTRACT & CONTRACT PERIOD**

- 22(a) BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable subject to fulfilment of all required labour laws and rules as applicable from time to time. Tendering authority shall consider placement of letter of intent to only the successful bidder whose offer have been found technically, commercially and financially acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security in conformity with Section 22(d) of this Section. The tendering authority shall have the right to keep more than one contractor.
- 22(b) The work against the tender is for one year's requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between BSNL and the Contractor.

*Read, understood & complied*  
*Signature of bidder with seal*



- 22(c) The rates agreed upon shall be valid for a period of one year from the date of signing of agreement. The agreement will be normally for one year and can be extended on mutual agreement on same approved rates and same terms & conditions for another six Months period with proportionate increase in the estimated cost on the discretion of CGMT, Bhubaneswar.
- 22(d) **Performance Security Deposit (PSD):** The Bidders shall furnish Performance Security Deposit in the format at Annexure - F of Section VII for an amount of **3%** of the estimated cost of the tender, in the form of Bank Guarantee from a Nationalized/ scheduled Bank for a period of **2 ½** years (Two Years and Six months) in favour of A.O. (A & P), O/o The CGMT, BSNL, Bhubaneswar payable at Bhubaneswar. The PSD is to be deposited within two weeks 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.
- 22(e) **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 10 (ten) days OR Unsatisfactory service by the contractor.
  - ii. Theft or misappropriation of articles of BSNL by the employees of contractor.
  - iii. Damage caused to the BSNL's assets and damage / loss to store issued to any employee(s) of the contractor.
  - iv. Withdrawal of the successful tender from the contract before its expiry without giving proper notice as specified in the tender terms and conditions of this tender document.

### 23. SIGNING OF CONTRACT AGREEMENT:-

The successful tender shall be required to execute an agreement on a non-judicial stamp paper of Rs.100/- (Rupees Hundred only) at his own cost as per the enclosed proforma within 10 (Ten) days from the date of deposit of PSD in this office. In the event of failure of the tenderer to sign the agreement within 10(Ten) days of being called upon to do so after depositing required PSD, or in the event of his failure to start the work as stipulated in the work order, then the amount of PSD (Performance Security Deposit) in the form of DD or Bank Guarantee as the case may be, shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

### 24. PREPARATION & SUBMISSION OF BILL

The contractor shall prepare a bill for the month in duplicate indicating the various jobs undertaken during that month. 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 forwarded to this office. The bill should invariably accompany the following.

i. Copy of attendance sheet for the month for which the bill is claimed.

Copy of the muster roll indicating receipt of wages by each worker for payment of their wages by transfer of the amount to their bank account.

iii. E-payment receipt from bank/Certificate from Contractor that payment of wages was debited from his (contractor's) account on \_\_\_\_\_(date).\*

iv. A list of workers engaged against the work order each month along with their bank A/C no., EPF A/C no. & ESI A/C no. **(Wages to be paid to the workers by the contractor through on-line transfer only).**

*Read, understood & complied*

*Signature of bidder with seal*

- v. The copy of receipt towards payment of GST pertaining to the previous month/ quarter.
- vi. The copy of receipt towards payment of EPF, ESI etc along with list of workers indicating the EPF/ ESI code, amount etc against each beneficiary, for the previous month.
- vii. Copy of the Work Order issued by concerned DE/AGM.

The passing authority will also ensure proper checking of above items before according his sanction. [Note: Each employee of the contractor must have bank account for cashless payment of wages. The Bill shall be submitted by the security agency to the concerned section in charge of the respective section by 3<sup>rd</sup> of following month respectively]

## **25. DISPUTES IN TENDER FINALIZATION:**

In the event of any disputes arising out of finalization of tender agreement or any other matter relating to this tender the decision of CGMT, Odisha circle Bhubaneswar shall be final and binding on all concerned.

## **26. DISQUALIFYING CLAUSE:**

The BSNL reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with the BSNL. The terms and conditions enumerated above shall be binding and the bidders shall have to accept them in writing along with tender. The CGMT, Odisha Circle, Bhubaneswar reserves the right to vary the quantity of number of man power/job to be provided by contractor as per actual requirement in the field from time to time.

## **27. Termination of Contract by BSNL**

- 27(a) The CGM, Odisha Circle, Bhubaneswar 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.
- 27(b) BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts by giving two months notice in writing to the service provider if the contractor fails to provide Sweeping and Cleaningservice within the period specified in the contract or any extension thereof granted by BSNL.
- 27(c) If the contractor fails to perform any other obligation (s) under the Conditions of the contract.
- 27(d) All instruction, notices & communication etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the service provider.
- 27(e) Notwithstanding anything contained herein, BSNL reserves the right to terminate the contract at any stage or time during the period of contract, by giving two months notice in writing without assigning any reason and without incurring any financial liability whatsoever to the service provider.
- 27(f) The CGMT, Odisha Circle, Bhubaneswar 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.
- 27(g) In the event of 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.
- 27(h) BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

*Read, understood & complied*

*Signature of bidder with seal*

## 28. OTHER CONDITIONS

- 28(a) The contractor shall not assign or sublet the work to any other person or agency without the prior written approval of CGMT, Odisha circle Bhubaneswar.
- 28(b) For any attempt or negotiations directly on the part of the tenderer with the authority to whom he has submitted the tender to influence BSNL by any means, the acceptance of the tender will be liable for exclusion from consideration.
- 28(c) All materials supplied to the tenderer will always be the sole property of BSNL even when they are under the safe custody of the tender. Any damage or loss is to be made good by the Contractor on actual cost basis.
- 28(d) The BSNL for execution of contract works will supply no manpower. The tenderer should make his own arrangements for the workmen required in number on any working day during each month as per actual requirement by concerned site engineer for execution of contracted work.
- 28(e) The successful tenderer should make his own arrangements to execute the work without interruption on any account.
- 28(f) The BSNL is not liable to pay for additional works carried out without prior sanction of CGMT, Odisha Circle, Bhubaneswar. The BSNL will not be liable for any additional works, which have not been provided for in the work order or estimate but carried out by the contractor without prior written sanction of the CGMT, Odisha Circle, Bhubaneswar.
- 28(g) The BSNL will pay no advance of any kind.
- 28(h) The CGMT, Bhubaneswar reserves the right to impose any other conditions, if necessary, at any time during the validity period of the tender.
- 28(i) If the contractor fails to carry out work with the expected speed and standard the contract will be terminated & no work will be awarded.
- 28(j) Matters to be settled by Arbitration: -Any question of difference or objections, whatsoever if arises in any way in connection with carrying the contract, the same shall be referred for arbitration to the CGMT, Odisha Circle, Bhubaneswar or his nominee for arbitration and the decision of the arbitrator will be final.
- 28(k) The tender with abnormal high/low rates are liable for rejection as per decision of BSNL authority.
- 28(l) BSNL will not be responsible for any loss incurred by the contractor in carrying out the contract work.
- 28(m) Taxes will be recovered as per BSNL rules as applicable from time to time.
- 28(n) The Contractor will not claim any permanent absorption of workers to be engaged by him for executing the works.
- 28(o) In case the L1 bidder fails to execute the work at any stage of the contract, the L2 bidder may be asked to complete the work on L1 approved rates as per the discretion and decision of CGMT, Odisha Circle, Bhubaneswar. However, the PBG of the defaulted contractor will be forfeited and he may be black listed.
- 28(p) The successful bidder must follow all the labour laws including Minimum wages Act-1948, ESI Act-1948 and EPF & MISC provisions Act-1952.

## 29. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION

- 29(a). All the amenities to the workers engaged by the contractor, 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.
- 29(b). 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.
- 29(c). The tenderer will claim charges only for the Sweeping and Cleaningservices as permitted through this tender and payment will be made to the contractor through A/C payee cheque only.

*Signature of bidder with seal*

- 29(d).** 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, the contractor is liable to withdraw such person(s).
- 29(e).** 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.
- 29(f).** 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.
- 29(g).** 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.

### 30.

**30.1. OBTAINING LICENCE BEFORE COMMENCEMENT OF WORK :-** The contractor shall obtain a valid contractor's labour license 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 license 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 fulfill 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.

### 30.2. CONTRACTOR SHOULD FOLLOW THE LABOUR REGULATIONS: - WORKING HOURS: -

- a) Normally working hours of a labourer or employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- b) When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.
- c) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act, 1948 or not. d) . Where the minimum wages prescribed by the Central Government, under the Minimum Wages Act, 1948 are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- e) Where a contractor is permitted by the Engineer-in-charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the six 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.

*Read, understood & complied*

*Signature of bidder with seal*

**30.3. 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.

**30.4. PAYMENT OF WAGES: -**

- a) The contractor shall fix wage periods in respect of which wages shall be payable.
- b) No wage period shall exceed one month. The wages of every person employed as contract labour by a contractor shall be paid before the expiry of seventh day after the last day of the wage period in respect of which the wages are payable even if the payment is not made by BSNL. The contractor will submit the bill only after payment of wages to all contract labourers.
- c) 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 through E-payment to the bank account of individual unskilled labourer by 7<sup>th</sup> day of subsequent month.
- 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.

**30.5. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES:**

The wages of a worker shall be paid to him without any deduction of any kind except the following :

- i. 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.
- ii. 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.
- iii. Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
- iv. Any other deduction, which the Central Government may from time to time, allows.
- v. 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.
- vi. 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.
- vii. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

*Read, understood & complied*

*Signature of bidder with seal*

**30.6. LABOUR RECORDS: -**

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

**30.7. 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.

**30.8. 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.

**30.9. 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.

*Read, understood & complied*  
*Signature of bidder with seal*



### 30.10. **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 authorized by the CGMT, BSNL, Odisha Circle, Bhubaneswar in this behalf.

### 30.11. **Penalty Clause**

- a) In case of failure to provide the labour exceeding 3 days from the date of requisition, a penalty of 5% of the service charge per labour per week or part thereof will be levied and deducted from the bill.
- b) The contractor should pay the wages to the labourers on or before 7th of the subsequent month whether the payment is made by BSNL or not. Failure to follow the same a penalty of 10% of the service charges per week or part thereof will be levied and deducted from the bill. If the same late payment of wages is repeated for consecutive 3 months in total during a year, action may be initiated to forfeit the security deposit and award of the tender may be cancelled.
- c) The total penalty during a month on the above accounts will not exceed 75% of the monthly service charges.
- d) However the CGMT, Odisha Circle, Bhubaneswar reserves the right to grant any relief of the penalty considering the circumstances on the appeal made by the contractor.

**30.12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY: -**The labour officer or any person authorized 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.

**30.13. 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.

**30.14. 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.

### 30.15. **SUBMISSION OF RETURNS: -**

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

*Read, understood & complied*  
*Signature of bidder with seal*



**30.16. 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.

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

**30.18** The contractor shall be required to have registration in EPF department and they should fulfil / comply all the provisions of EPF and Misc. Provisions of Act 1952 and Employees Scheme 1952. He should also fulfil/comply all the provisions of ESI Act-1948.

**30.19 Each claim bill of contractors must accompany the following documents: -**

- i. Copy of attendance sheet for the month for which the bill is claimed.
- ii. Copy of the muster roll indicating receipt of wages by each worker duly countersigned by the controlling officer of having disbursed the said amount in his presence for the month for which the bill is claimed.
- iii. E-payment receipt from bank/Certificate from Contractor that payment of wages was debited from his (contractor's) account on \_\_\_\_\_ (date).
- iv. A list of workers engaged against the work order each month.
- v. The copy of receipt towards payment of GST pertaining to the previous month/ quarter.
- vi. The copy of receipt towards payment of EPF, ESI etc along with list of workers indicating the EPF/ ESI code, amount etc against each unskilled labourer(beneficiary), for the previous month.
- vii. Copy of the Work Order issued by concerned DE/AGM.
- viii. List of labours along with bank A/c No., EPF A/c No. ESI A/c No.

**30.20**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.

**30.21**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 RTTC,BSNL, Bhubaneswar.

**30.22**The contractor or employer must display the following notice at the main entrance of the establishment and its office as per rule No 22 of minimum wages act 1948.

- A. Notice containing minimum rates of wages fixed (in English &Hindi) applicable during that particular month.
- B.Notice containing abstract from the minimum wages act 1948 &rules made there under (in Hindi & English) during that month.
- C. Name and address of the Labour Inspector (LEO) (in Hindi &English)

*Read, understood & complied*  
*Signature of bidder with seal*

30.23 The contractor or employer must maintain the following registers and records without fail since these are required as per minimum wages Act 1948.

- a. The muster roll in form V must be kept and maintained properly at work spot as prescribed in rule 26(5) of minimum wages act, 1948.
- b. The Register of wages in form X must be kept and maintained properly at work spot as prescribed in Rule- 26(1) of minimum wages act, 1948.
- c. The register of overtime in form IV must be kept and maintained properly at work spot as prescribed in Rule 25(2) of minimum wages act 1948.
- d. The Register of fines in form-I must be kept at work spot and maintained properly as prescribed Rule- 21(4) of minimum wages act, 1948.
- e. The register of deductions for damage or loss in form -II must be kept at work spot and maintained properly as prescribed in Rule- 21(4) of minimum wages act, 1948.
- f. The wage slips must be issued by the contractor or employer as per Rule 26(2) to all labourers or employees on the last day of each month without fail with contractor's signature and the signature of concerned employee should be taken on each wages slip as an acknowledgement of the concerned employee.
- g. Acquaintance of employee's must be obtained on wage register and on wage slips as per Rule 26(3) of minimum wages act, 1948.
- h. Entries in the wage register and wage slips must be authenticated as per Rule 26(4) of minimum wages act, 1948.
- i. Annual return in form- III for the concerned year must be submitted by the contractor in time to the concerned office of the ministry of labour as required under minimum wages act, 1948.

### **31. RIGHT TO VARY QUANTITIES**

BSNL will have the right to increase or decrease up to 25% of the job specified in the schedule of requirements without any change in the unit rate or other terms and conditions at the time of award of the contract.

### **32. ANNULMENT OF AWARDS**

Failure of the successful bidder to comply with the requirement of Clause-22 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event tendering authority may make the award to any other bidder at the discretion of tendering authority or call for new bids.

### **33. PERIOD OF VALIDITY OF BIDS**

- 33(a). Bid shall remain valid for 150 days from date of opening of the bid. A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY BSNL AS SUBSTANTIALLY NON-RESPONSIVE BID.
- 33(b). A bidder accepting the request of tendering authority for an extension to the period of bid validity in exceptional circumstances will not be permitted to modify the bid.

*Read, understood & complied*  
*Signature of bidder with seal*

**34. TENDERING AUTHORITY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Tendering authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Tendering authority's action.

**35. Force Majeure:**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

**36. Arbitration:**

In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of CGMT, Odisha Circle, Bhubaneswar or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the CGMT, Odisha Circle, Bhubaneswar or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CGMT Bhubaneswar of BSNL, Odisha shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Contractor will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment there of or any rules made thereof.

The venue of Arbitration proceeding shall be Office of CGMT , BSNL Bhawan, Bhubaneswar, or such other place as the arbitrator may decide.

The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

*Read, understood & complied*  
*Signature of bidder with seal*

**37. Set Off:**

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by contractor with BSNL.

In the event of said security deposit being insufficient, the balance of total amount recoverable as the case may be shall be deducted from any such due to the service provider under this or any other contract with BSNL. Should this amount be insufficient to cover the said full amount recoverable, the service provider shall pay to BSNL on demand the balance amount, if any, due to BSNL within 30 days of the demand by BSNL.

If any amount due to the company is so set off against the said security deposit, the service provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

**38. REJECTION OF BID**

The bid will be rejected in case of:-

- i) Non-submission of required documents as per Section VII.
- ii) Bid quoted with conditional rates.
- iii) Non-submission of bid security and bid cost
- iv) Late submission of bid
- v) Non-acceptance of correction of price

**39. DEBARRING CONDITIONS**

a) Sub-contracting of the job will debar and disqualify a successful bidder.

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

c) The engagement and employment of Worker and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.

d) BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

**40. E-TENDERING INSTRUCTIONS TO BIDDERS**

The instructions given below are for E-Tenders invited by the CGMT, Bhubaneswar of Odisha Circle only.

**A. General:**

- a. Submission of Bids only through online process is mandatory for this Tender. For conducting electronic tendering, the Tendering Authority is using the E-Tender Portal (<https://etenders.gov.in/eprocure/app>).
- b. For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the Electronic Tendering System (ETS.).

*Read, understood & complied*

*Signature of bidder with seal*

- i. It is advised that all the documents to be submitted (As per Section-VII) are kept scanned or converted to **PDF format** in a separate folder on your computer before starting online submission. The **Price bid** may be downloaded and rates may be filled appropriately. This file may also be saved in a **secret folder** on your computer.
- ii. While uploading the documents, it should be ensured that the file name should be the name of the document itself for easy pairing and scrutiny.

**B. Tender Bidding Methodology:**

It is a Two Stage bidding system-

Financial bids & Technical bids shall be submitted by the bidder **at the same time**.

**C. Broad outline of activities from Bidders perspective:**

- a. Procure a Digital Signature Certificate (DSC)
- b. Register for Electronic Tendering System (ETS) in E-Tender Portal.
- c. Create Users and assign roles on ETS
- d. View Notice Inviting Tender (NIT) on ETS
- e. Download Official Copy of Tender Documents from ETS
- f. Clarification to Tender Documents on ETS - Query to BSNL (Optional)
- g. View response to queries posted by BSNL, through addenda.
- h. Bid-Submission on ETS
- i. Attend Public Online Tender Opening Event (TOE) on ETS - Opening of Technical-Part
- j. Post-TOE Clarification on ETS (Optional)
- k. Respond to BSNL's Post-TOE queries
- l. Attend Public Online Tender Opening Event (TOE) on ETS - Opening of Financial-Part

(Only for Technically Responsive Bidders)

**D. Digital Certificates**

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>]. Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

**E. Registration**

The Tender document can be downloaded from the E-Tender Portal and to be submitted in the e-format. Cost of Tender Document and Bid Security have to be submitted as mentioned in NIT.

Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified.

It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Intending bidders are requested to register themselves with <https://etenders.gov.in/e procure/ app> E-Tender Portal for obtaining user-id through Digital Signature Certificates etc for participating in the above mentioned tender.

CGMT, Odisha Circle, Bhubaneswar has decided to use process of E-Tendering for inviting this tender and thus the physical copy of the tender would not be sold.

Please contact CPP Portal Helpdesk and BSNL Contact Points (as given below), to get your registration accepted/activated.

*Read, understood & complied*

*Signature of bidder with seal*

Help Desk Contact	<b>any technical related queries please call at 24 x 7 Help Desk Number 0120-4200 462, 0120-4001 002, 0120-4001 005, 0120-6277 787.</b>
BSNL Contact-1	Shri S.P.PADHY, AGM, O/o Principal RTTC Bhubaneswar Mob.No.-9437462720 <i>between 10:30 hrs to 17:00Hrs from 02.03.2022 to 09.03.2022</i> email id :rttc <b>hubaneswar@gmail.com</b>

#### **41. INTIMATION OF CORRECTIONS/MODIFICATIONS TO TENDER DOCUMENT**

The correction/modification, if any, in the tender document will be uploaded in the Website i.e. [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) and <https://etenders.gov.in/eprocure/app> up to 17:00 Hrs of 16.03.2022 which will be treated as final. The amendments if any will not be published in the Newspaper. It is the responsibility of the bidders to visit E-Tender/CPP Portal and keep themselves updated regarding amendments/ correction/modification etc.

#### **42. Special Note on Security of Bids in ETS**

- i. Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:
- ii. As part of the Electronic Encrypter functionality, the contents of both the "Electronic Forms " and the "Main-Bid" are securely encrypted using a Pass-word created by the server itself. The Pass-word is more difficult to break. This method of bid encryption does not have the security and data-integrity related vulnerabilities which are inherent in E-Tendering systems which use Public- Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of E-Tendering service provider.

#### **43. Public Online Tender Opening Event (TOE)**

- i. ETS offers a unique facility for "Public Online Tender Opening Event (TOE)". Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.
- ii. Every legal requirement for a transparent and secure Public Online Tender Opening Event (TOE) has been implemented on ETS. As soon as a Bid is decrypted with the corresponding Pass-Phrase as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual Tender Opening Event is therefore replaced with this superior and convenient form of Public Online Tender Opening Event (TOE).
- iii. ETS has a unique facility of "Online Comparison Chart" which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

*Read, understood & complied*

*Signature of bidder with seal*



- iv. ETS has a unique facility of a detailed report titled “Minutes of Online Tender Opening Event (TOE)” covering all important activities of „Online Tender Opening Event (TOE)“. This is available to all participating bidders for “Viewing/ Downloading”. There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.
- v. For further instructions, the vendor should visit the home -page of the E-Tender Portal (<https://etenders.gov.in/eprocure/app/BSNL>).
- Important Note:** It is strongly recommended that all bidders should thoroughly go through the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.*
- vi. The following “**FOUR KEY INSTRUCTIONS FOR BIDDERS**” must be assiduously adhered to:
1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
  2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
  3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
  4. Submit your bids well in advance of tender submission deadline on ETS. There could be last minute problems due to internet timeout, breakdown, etc. **While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.**
- vii. Minimum Requirements at Bidders’ end to access and use E-Tender Portal:
- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
  - Broadband connectivity.
  - Microsoft Internet Explorer 6.0 or above
  - Digital Certificate(s)
- viii. Helpdesk for Vendors:-Vendors may contact the Helpdesk contact no at page-28 given in Clause-40 (E) of this section, for any type of assistance/help, which they may require while uploading the bids.
- 44.** In the event of Death of the Bidder to whom work is awarded or any other contingency that results in non performance of the contract by the bidder during the period of contract, CGMT, Odisha Circle, Bhubaneswar reserves the full right to allot those work provisionally to any of the other participated contractors at approved rate and conditions of contract until finalisation of fresh tender.

-----

*Read, understood & complied  
Signature of bidder with seal*



**SECTION -V  
(FINANCIAL BID)  
SCHEDULE FOR QUOTING RATES**

To

The Principal, RTTC, Bhubaneswar -751 007.

**Sub: - My / our bid for Sweeping and Cleaning Services in RTTC, Bhubaneswar.**

**Ref: - Tender No: RTTC/GENL/G-54(04)/2021-22/10 dtd 01.03.2022**

Sir,

Having understood the tender document, terms and conditions laid down therein, I/we, the undersigned offer to accept the work of Sweeping and Cleaning and other works in accordance with the terms and conditions as per the rates quoted below: **(Rates quoted are excluding Tax and other statutory liabilities).**

Sl. No (A)	Description (B)	Quoted rate of service charges (in %) (C)	
		In Figures	In Words
1	Employer's (Contractor's) Service charges for providing unskilled labour for Sweeping and Cleaning job at RTTC Bhubaneswar.		

**Note:**

**While uploading Financial bid utmost care/ Check should be taken by the Bidder.**

- 1) L-1 will be decided on the basis of quoted rate of service charges (in %) as per column C above.
- 2) The bidder should quote his service charge in percentage in relevant places of the above table both in figures & words which will be calculated on basic wages as per wage rate effective from date 06.05.2020 onwards as decided by Chief Labour Commissioner (C), New Delhi.
- 3) GST will be paid by service availing party/principal employer as per rule from time to time.
- 4) The rate of service charges should be exclusive of GST, EPF & ESI but inclusive of all other charges/any gov. lavies.
- 5) During validity period of the tender, wages of one labourer and Employer's (Contractor's) share of EPF contribution and Employer's (Contractor's) share of ESI contribution to be paid to the contractor (Bidder) is automatically allowed to be changed w.e.f next revision by CLC (Central), New Delhi or Bhubaneswar and EPF and ESI rulings. The above revision wages will be strictly as per decisions and circulars of CLC (Central), New Delhi or Bhubaneswar only.
- 6) Daily wages of one unskilled labourer w.e.f. date 28.10.2021 onwards as prescribed by CLC (C), New Delhi Ir. No. 1/26(5)/2019-LS-II dt. 28.10.2021. Rs546.00 per day for B-Area.
- 7) In case of any discrepancy between figures and words of rate quoted in words will be taken as valid bidding price.

If my / our bid is accepted I/we shall submit the security deposit as per the conditions mentioned in the contract.

I/We agree to abide by this bid for a period of 150 days from the date of opening of financial bid and it will remain binding upon me/us to accept the bid at any time before the expiry of that period.

*Yours faithfully*

Date.....

**Signature of the bidder**

Name of bidder \_\_\_\_\_

Address \_\_\_\_\_

*Read, understood & complied*

*Signature of bidder with seal*

**A. Checklist for Documents required to be uploaded in E-Tender Portal**

SI No.	Description	Remarks [Yes (Y), No (N), Not Applicable (NA)] (√ Tick whichever is applicable)		
		Y	N	NA
1	Proof towards registered office at BBSR.			
2	Scanned copies of all pages of bid document signed with date by the tenderer or Authorised Person alongwith seal.			
3	Self-Attested Photo copy of PAN Card & IT return for Financial Year 2018-19 pertaining to assessment year 2019-20.			
4	Self-Attested Photo copy of Experience Certificate			
5	Self Attested Photo copy of the computerized receipt (Online/RTGS/NEFT)/DD/BC towards cost of Tender Paper			
6	Self attested Photo copy of the computerized receipt (Online/RTGS/NEFT)/DD/BC towards cost of EMD/Bid			
7	Self-Attested Photo Copy of valid EPF registration certificate.			
8	Self-Attested Photo copy of valid ESI Registration Certificate.			
9	Self-Attested Photo Copy of proof of payment of EPF and ESI for the year 2019-20, and latest EPF, ESI deposit challans			
10	Self-Attested Photo copy of valid Labour license issued by Central Labour Commissioner			
11	Self-Attested Photo copy of valid GSTIN Certificate, GST return latest deposit challan			
12	No near relative certificate duly filled in and signed by all the partners or Directors as per Annexure-D			
13	Scanned copy of Letter of Authorization to E-Tender Opening Event (TOE) Annexure-G			
14	Bidder's profile duly filled in with photograph, Annexure-I			
15	Self-Attested Photo copy of Original "Power of Attorney" in case person other than the tenderer has signed the E-Tender documents (vide clause 14.3, page of procurement manual-2012)			
16	Self-Attested Photo copy of "Partnership Deed" duly registered if applicable/ article of association or memorandum of Association in case of company (as the case maybe)			
17	Self-Attested copy of Declaration of Non - tampering of Annexure-B ;E- tender document duly filled and signed.			
18	Self-Attested copy of Declaration for Downloading the E-Tender Document vide Annexure-E.			
19	Self-Attested copy of Bid form duly filled and signed (Annexure-K)			
20	Self-Attested copy of Clause by clause compliance duly filled and signed.(Annexure-C)			
21	Self-Attested copy of the Check list duly filled in			
22	Self-Attested copy of the Integrity Pack duly filled and signed Annexure-H			
23	Undertaking to submit labour license ,Annexure-L			
24	Undertaking regarding genuineness of the documents/information submitted Annexure-M			
25	Undertaking regarding clearance of EPF,ESI and GST for the period 2020-21.			
26	Valid SME/NSIC/Udyam registration Certificate if applicable			

*Read, understood & complied*

*Signature of bidder with seal*

**Note-Documents against serial number 4, 5, 6 &15 are required to be submitted physically to IFA,RTTC (room number 010)O/o Principal RTTC in addition to uploading in E-Tender Portal.**

<b>B. Requirements:</b>				
<b>Sl No.</b>	<b>Description</b>	<b>Remarks [Yes (Y), No (N), Not Applicable (NA)]</b>		
		<b>(√ Tick whichever is applicable)</b>		
		<b>Y</b>	<b>N</b>	<b>NA</b>
1	Whether all the <i>scanned documents</i> as required are uploaded in the E-Tender Portal?			
2	Whether Financial Bid quoted in E-Tender Portal.			
3	Whether the corrections if any has been encircled and fresh entry made and signed by the authorized signatory? (No over writing is permissible).			
4	Whether the offer is conditional? <i>(All conditional offers will be rejected.)</i>			
5	The bidder should submit an undertaking that he will submit the labour license for those many number of labourers for which he will be awarded within two months of issue of work order, if he does not possesses the license of such labourers.			
6	Whether Check List/Requirements submitted?			

**NOTE : (All corrections and overwriting must be signed with date by the tenderer or his authorized representative.)**

*Read, understood & complied*  
*Signature of bidder with seal*

## SECTION - VII

### FORMATS FOR DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES

SL. No.	Format Name	Page No
1.	ANNEXURE-A: AGREEMENT (SAMPLE FORMAT)	34
2.	ANNEXURE-B: DECLARATION OF NON TAMPERING OF TENDER DOCUMENT	36
3.	ANNEXURE-C: DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE	37
4.	ANNEXURE-D: NO NEAR RELATIVES CERTIFICATE IN BSNL	38
5.	ANNEXURE-E: DECLARATION FOR DOWNLOADING THE TENDER DOCUMENT.	39
6.	ANNEXURE-F: PERFORMANCE BANK GUARANTEE (BOND FORM)	40
7.	ANNEXURE-G: LETTER OF AUTHORISATION FOR ATTENDING BID OPENING	41
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13.	ANNEXURE-M:UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED	49
14	ANNEXURE-N:UNDERTAKING REGARDING CLEARANCE OF EPF,ESI AND GST FOR THE PERIOD 2019-20.	50

*Read, understood & complied*  
*Signature of bidder with seal*

**ANNEXURE-A**  
**AGREEMENT (Sample Format)**

An agreement made this ..... between CGMT, Bhubaneswar 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: Carrying out Sweeping and Cleaning Services on at RTTC, Bhubaneswar. Details of Scope, Specification and Job Description is as per the details given in Section-II in the Original E-Tender document vide E-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 E-Tender document vide eTender 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 E-Tender document vide E-Tender No ..... dated ..... (along with its enclosures) annexed hereto and such other additional particular instructions, as may be found requisite to be given during execution of the work shall be deemed and taken to be integral part of the contract and also be deemed to be included in the expression " Contractual or contract documents" wherever herein used.
2. In consideration of the payment to be made to the Contractor for the works to be executed by him, the contractor hereby conveys the BSNL that the contractor shall in accordance with the tender document do execute and complete the said works and shall perform all other acts, deeds, comments and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms & conditions of the E-Tender.
3. The party at second part called as " Contractor" also declares that none of his/her relatives i.e Wife, Husband, Parents, Grandparents, children and Grand Children, Brothers, Sisters, Uncles, Aunts and cousins and their corresponding in-laws is working as an officer or an official in BSNL.
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 ..... and extendable up to six months with mutual agreement with BSNL.
6. That the contractor hereby undertakes to follow all necessary labour rules including minimum wages act, 1948 issued by the Govt. from time to time.

*Read, understood & complied*

*Signature of bidder with seal*

7. The contractor hereby undertakes that the man power deployed by him will ensure to maintain Industrial harmony and discipline in the area of operation and also should maintain strict attendance and carryout the allotted works sincerely.
8. The contractor hereby undertakes that a formal deployment letter to the labourer will be issued by him stating the points which the labourer has to follow during the period of deployment after signing the agreement.
9. Performance Security Deposit of Rs..... is furnished below:-  
Performance Security Deposit for Rs..... is furnished through 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**

**Name/Address of the Contractor**

In the Presence of witness:

1. Signature:  
Name/Address:  
  
Designation:

**Signed and delivered**

**for and on behalf of the  
Bharat Sanchar Nigam Limited.**

1. Signature:  
Name/Address:  
  
Designation:

## ANNEXURE-B

### Declaration of Non tampering of tender document

I, \_\_\_\_\_ Sri/Smt/M/s  
 \_\_\_\_\_ (authorized  
 signatory)

hereby declare that the tender document submitted has been downloaded from the website  
 “<http://www.odisha.bsnl.co.in>” or <https://etenders.gov.in/eprocure/app> and I have checked up  
 that

no page is missing and all pages as per the index are available and no addition/  
 deletion/correction/tampering has been made in the tender document. In case at any stage, it is  
 found that any addition / deletion / correction has been made, BSNL shall have the absolute right  
 to take any action as deemed fit, without any prior intimation to me.

**Place:** \_\_\_\_\_

**Signature of bidder/Authorized Signatory**

**Date:** \_\_\_\_\_

**Name of the bidder:** \_\_\_\_\_

**Seal of the bidder:**

*Read, understood & complied*  
*Signature of bidder with seal*



## ANNEXURE-C

### DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE

I, Sri/Smt/M/s \_\_\_\_\_

(authorized signatory) hereby declare that I shall comply with all the terms and conditions of the tender documents as out lined in all the clauses unconditionally. |

Place: \_\_\_\_\_

Signature of bidder/Authorized Signatory

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

Name of the bidder: \_\_\_\_\_

Seal of the bidder:

*Read, understood & complied  
Signature of bidder with seal*

**ANNEXURE-D****NO NEAR RELATIVES CERTIFICATE IN BSNL**

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

**DECLARATION**

I/We \_\_\_\_\_ S/o \_\_\_\_\_  
 \_\_\_\_\_ resident of \_\_\_\_\_ hereby certify  
 that none of my near relative(s) as defined in the tender document is/are employed anywhere 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** \_\_\_\_\_

**Name:** \_\_\_\_\_

**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).

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

**Signature of the  
 bidder** \_\_\_\_\_

**Name:** \_\_\_\_\_

(Capacity in which signing)

**Place:**

**Date:**

*Read, understood & complied  
 Signature of bidder with seal*

## ANNEXURE-E

### Declaration for Downloading the tender Document.

I, Sri/Smt/M/s \_\_\_\_\_  
 (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) or <https://etenders.gov.in/eprocure/app> and no addition/deletion/correction has been made in the proforma downloaded. I also declare that I have enclosed a DD for Rs...../- towards the cost of tender document along with this bid. In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation.

**Date:** \_\_\_\_\_ **Signature of Tenderer** \_\_\_\_\_

**Place:** \_\_\_\_\_ **Name of Tenderer** \_\_\_\_\_

**(Along with date & Seal)**

*Read, understood & complied*  
*Signature of bidder with seal*

**ANNEXURE-F**  
**PERFORMANCE BANK GUARANTEE (BOND FORM)**

In consideration of the President of India (hereinafter called "the BSNL") having agreed to exempt \_\_\_\_\_ (hereinafter called the "Contractor(s) ") from the demand, under the terms and conditions of an agreement/Tendering authority Order) No. \_\_\_\_\_ .  
 Dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the "the said agreement"), of security deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for \_\_\_\_\_ we, (Name of the Bank) \_\_\_\_\_ (hereinafter referred to as "the Bank") at the request of \_\_\_\_\_ (contractor(s) do hereby undertake to pay to the BSNL an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL by reason or any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the Bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted total amount not exceeding \_\_\_\_\_ .

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / suppliers in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We (name of the Bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till CGMT , BSNL, BHUBANESWAR certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of 2 ½ years (Two Years and Six months) from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (name of the Bank) \_\_\_\_\_ further agree with the BSNL that a the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL Against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s).

7. We (Name of the Bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

**Dated** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
**Place** \_\_\_\_\_ **For** \_\_\_\_\_

(indicate the name of the Bank)

*Read, understood & complied*

*Signature of bidder with seal*

**ANNEXURE-G****LETTER OF AUTHORISATION FOR ATTENDING BID OPENING  
(To reach on or before date of bid opening)**

To

The Principal  
RTTC, Bhubaneswar

Sub: Authorization for attending bid opening on \_\_\_\_\_ (date) in  
the  
E-Tender for provision of Sweeping and Cleaningservices at RTTC, Bhubaneswar.

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.

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signature</b>
I		
II		

**Alternate Representative**

\_\_\_\_\_  
**Signature of bidder Or Officer authorized to sign the bid Documents on behalf of the bidder**

**Note:**

- 1 Only one representative will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
- 2 Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

*Read, understood & complied*  
*Signature of bidder with seal*

# ANNEXURE-H

## 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 principals of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned 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) 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 person.
- (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) commit 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 benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - (b). The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, 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.

*Read, understood & complied*

*Signature of bidder with seal*

(d). The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outline 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 damaged 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, or if the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit/ Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the tender.

### **Section 5- Previous transgression**

(i). The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(ii). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

### **Section 6- Equal treatment of all Bidders/ Contractors/ Subcontractors**

(i). The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.

(ii). The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.

(iii). The Principal will disqualify from 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, Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, 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 obligation 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 BSNL.

*Read, understood & complied*

*Signature of bidder with seal*



3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s)/ Subcontractor(s) with confidentiality.

Notwithstanding anything contained in the 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 customer, or any personnel or employee related data.

4. The Principal will provide to the Monitor sufficient information about all meeting among the parties related to the project provided such meeting 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 meeting.
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 no right to demand from the parties they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference 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 BSNL, a substantiated suspicion of an offence under relevant Anti-corruption Laws of India, and 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. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**For the Principal**

**For the Bidder/Contractor**

Place.....

Witness 1: .....

Date.....

Witness 2: .....

*Read, understood & complied*

*Signature of bidder with seal*

**ANNEXURE-I**  
**BIDDER'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  
overlapping the form

SI	Item	Details
1	Name of the individual tenderer	
2	Name of the person submitting the tender whose photograph is affixed (In case of proprietorship / Partnership firms, the tender has to be signed by proprietor/partner only holding the Power of Attorney to sign the bid, as the case may be)	
3	a. Permanent Address of the tenderer b. Local Address of the tenderer in Bhubaneswar	
4	a. Tel. Nos. with STD code	Office:
5	b. email id Registration & incorporation particulars of the tenderer (if other than individual):	Fax: Residence: Mobile No: _____
6	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) Name(s) of the Individual/ Proprietor/ Partners / Directors *	
7	Tenderer's bank, its address and his current account number	
8	PAN No. & Income Tax Circle	
9	Brief description of the work carried out in last two years - 2018-19 and 2019-20*	
10	Is the firm registered with any Agency / Government? If so, furnish details of registration.	
11	Has the firm been blacklisted by any Organization? If so, attach details thereof. *	
12	Is the Bidder aware of all the Rules and Guidelines of Government on the subject of the E-Tender? (Write YES or NO)	
13	EPF Registration Number:	
*	ESI Registration Number:  GST Registration Number:  Labour Registration Number: (In case the space is insufficient, attach list separately)	

I, Shri/Smt .....  
hereby declare that the information furnished above is true and correct.

**Place:**

**Date:**

**Signature of tenderer / Authorized signatory**

**Name & Seal of the tenderer**

*Read, understood & complied*

*Signature of bidder with seal*

## ANNEXURE-J

### MANDATE FORM FOR TRANSFER OF PAYMENT THROUGH ELECTRONIC CLEARANCE / ELECTRONIC FUND TRANSFER

To

ThePrincipal,RTTC,  
Bhubaneswar.751007

Sir,

Kindly pay any amount due to us to our Bank Account as detailed below either by Electronic Clearance/Electronic Fund Transfer mode and oblige.

Sl	Item	Details
1	NAME OF THE CONTRACTOR	
2	NAME OF THE BANK	
3	NAME OF THE BRANCH	
4	NATURE OF ACCOUNT CA/SB/CC	
5	ACCOUNT NUMBER	
6	BANK CODE (MICR CODE)	
7	BANK IFSC CODE	
8	ADDRESS OF BANK	

DATE: \_\_\_\_\_

SIGNATURE OF BIDDER

#### **(TO BE FILLED IN BY THE BANK AUTHORITIES)**

The information furnished above is correct as per our records.

SIGNATURE OF MANAGER

WITH BANK SEAL AND DATE

Tel No: \_\_\_\_\_ Fax o:.....

**(Original copy signed by Bank Officer with seal to be submitted.)**

*Read, understood & complied  
Signature of bidder with seal*

**ANNEXURE-K****BID FORM**

(To be attached with Section-VII A)

To

The Principal, RTTC  
Bhubaneswar-751007

Dear Sir,

- 1) Having the conditions of contract and services to be provided the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide the same in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2) We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
- 3) If our Bid is accepted, we will obtain the guarantees of a Nationalised/ Scheduled Bank for a sum not exceeding 5% of the contract sum for the due performance of the Contract.
- 4) We agree to abide by this Bid for a period of **150**days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiry of that period.
- 5) Until an agreement is signed and executed, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.
- 6) Bid submitted by us is properly verified and prepared so as to prevent any subsequent replacement. We understand that you are not bound to accept the lowest or any bid, you may receive.
- 7) We understand that the Bid document so submitted is the true copy of BSNL E-Tender documents available on the BSNL website <https://etenders.gov.in/e procure/app>. Any deviation will result in the rejection of the bid.

a. Dated this .....Day of ..... year.....

b. Signature of

c. In capacity of

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

e. Witness .....

f. Address .....

g. Signature

*Read, understood & complied*

*Signature of bidder with seal*

## ANNEXURE-L

### UNDERTAKING TO SUBMIT LABOUR LICENCE

I , Sri/Smt/M/s \_\_\_\_\_

(Name of the Contractor) do hereby undertake to submit labour license for \_\_\_\_\_ number of labourers for \_\_\_\_\_, which I/We will be awarded for providing Sweeping and Cleaningservices at RTTC, Bhubaneswar, within two months of issue of work order, as I do not possess the license of such labourers at present.

**Place:**

**Signature of tenderer /Authorised signatory**

**Date:**

**Name & Seal of the tenderer**

*Read, understood & complied*  
*Signature of bidder with seal*

## ANNEXURE-M

### UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED

I, Shri/Smt ..... Son/Daughter of Shri ..... do hereby undertake that all the documents / certificates submitted by me with this tender (E-Tender for carrying out Sweeping and Cleaning services on at RTTC, Bhubaneswar) are true and are exact copies of the original documents/certificates are available with me.

I further undertake that if at any time any information furnished in the documents / certificates submitted by me are found to be false, BSNL will have every right to take suitable action against me including forfeiture of my EMD/ Performance Security Deposit, termination of my contact agreement and/or black-listing of my contract as deemed fit.

**Place:**

**Signature of tenderer /Authorised signatory**

**Date:**

**Name & Seal of the tenderer**

*Read, understood & complied  
Signature of bidder with seal*

## ANNEXURE-N

### UNDERTAKING REGARDING CLEARANCE OF EPF,ESI AND GST FOR THE PERIOD 2019-20.

I, Shri/Smt ..... Son/Daughter of Shri ..... do hereby undertake that all the statutory dues related to EPF, ESI AND GST against me/my farm has been cleared by me / my farm for the FI 2019-20.  
As on date all the statutory return related to EPF,ESI AND GST has been filed by me/my farm for the FI 2019-20.

**Place:** **Signature of tenderer /Authorised signatory**

**Date:** **Name**

*Read, understood & complied  
Signature of bidder with seal*