



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprises)
Office of the Telecom District Manger,
Telecom District Bhawanipatna- 766001

E-TENDER DOCUMENT FOR
SUPPLY OF MANPOWER FOR
HOUSE KEEPING, DATA ENTRY & OTHER MISCELLANEOUS WORKS
ON CONTRACT BASIS
IN BHAWANIPATNA TELECOM DISTRICT

Tender No. W-180/BPT/2018-19/01 Dtd. 02/11/2018

Cost of Tender Document: - Rs.2240/-

(This includes Tender document Cost Rs.2000/- and GST @ 12% i.e. Rs.240/-)

Total number of pages: 43

TABLE OF CONTENTS

Sl. No.	Content	Section	Pages
1	Notice Inviting Tender		3-5
2	Bid Form	Section –I	6
3	Tenderer's profile	Section –II	7
4	Instruction to Bidders	Section –III	8-22
	E tendering instruction to bidders		23-27
5	Scope of work	Section –IV	28-30
6	Agreement	Section –V	31
7	Declaration by the bidder for Non participation of near relatives	Section-VI	32
8.	Letter of Authorization to attend Tender Opening Event(TOE)	Section-VII	33
9	Check list-Requirements	Section-VIII	34-35
10	(Financial BID) Price BID	Section-IX	36-37
11.	Schedule of rate	Section-X	38
12.	Sub division wise requirement of labour	Section-XI	39
13.	Integrity Pact		40-43

Read, understood, complied & agreed
Signature & seal of bidder with Date

TELECOM DISTRICT MANAGER
BHAWANIPATNA, PIN-766001.
FAX No. : 06670-232400



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

NOTICE INVITING TENDER

E-Tenders are invited from the bonafide, licensed & experienced BSNL/MTNL/State Govt. /Central Govt. /other PSUs contractors by the TELECOM DISTRICT MANAGER, Bhawanipatna on behalf of CMD, BSNL for supply of manpower for carrying out various works on contract basis in Bhawanipatna SSA for period of one year as mentioned below.

Sl. No.	Item	Particulars
01	Tender Notice No & date	W-180/BPT/2018-19/01 Dtd. 02/11/2018
02	Tender item	Supply of manpower for carrying out various works on contract basis in Bhawanipatna SSA.
03	Tender Document can be downloaded from date	03/11/2018
04	Date of receipt of queries from bidders	Up to 17.00 Hrs of 14/11/2018
05	Reply of queries by BSNL	Before 17.00 Hrs of 17/11/2018
06	Last Date of Submission of Tender	26/11/2018 up to 17.00 Hrs
07	Date & Time of Opening of Tender (Technical Bid only)	27/11/2018 at 15:00 Hrs
08	Amount of Bid Security (EMD) as in Section II.	The cost of EMD and cost of Tender paper can be paid through online Banking/NEFT as per the Section-I, Para2(b)/ Exemption of EMD under NCIC/MSME is permitted
09	Cost of Tender Form	2240/-(Rupees Two Thousands Two hundred forty only) Non-Refundable. The payment will be accepted as mentioned in Sl. No. 8 above and exemption of Cost of Tender Documents and EMD under NSIC/MSME is permitted.

Note: 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.

- The Tender document can be downloaded from the website: www.tenderwizard.com/BSNL & www.Odisha.bsnl.co.in and to be submitted in e-format.
- Cost of Tender Document and Earnest Money Deposit (EMD) should be paid through online Banking/RTGS/NEFT as per the following details.

Name of the Bank and Branch	UNION BANK OF INDIA, BHAWANIPATNA
Accounts Name	ACCOUNTS OFFICER(Claim), BSNL, O/o TDM, Bhawanipatna
Account Number	600201010050051
IFC Code	UBIN0560022
Address of the Bank	INFRONT OF DIC OFFICE, MAIN ROAD, BHAWANIPATNA
MICR Code	766026002
Mail Id :	tdmbpt15@rediffmaill.com
Contact No	9437037200

Read, understood, complied & agreed
Signature & seal of bidder with Date

The scanned copies of the E-Payment receipt towards EMD/BID security, Cost of bid document have to be uploaded in the e-Tender Portal of M/s ITI.

- c. Amendments, if any, to the tender document 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 with M/s. ITI Limited through the website www.tenderwizard.com/BSNL for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.
- 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.
- c. Bidders may note that the tender document can be downloaded from the website www.tenderwizard.com/BSNL or **following the "Tenders" link of the website www.odisha.bsnl.co.in/Bhawanipatna from 03.11.2018.**
- d. The bidders shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on Web-site (www.tenderwizard.com/BSNL) or(www.odisha.bsnl.co.in/Bhawanipatna.)
- e. In case of any correction/ addition/ alteration/omission is found in the tender document; the tender bid shall be treated as non-responsive and shall be rejected.
4. **Name of the Work:** Supply of manpower on contract basis for different areas of Bhawanipatna SSA as detailed below. The required category of laborers for 24(Twenty-four) number of days in a calendar month is as per section XI of the bid document.

Area of work	Tentative Cost of Work	EMD (Bid Security)
T.D.M.OFFICE/S.D.E.(PHONES)BHAWANIPATNA/SDO T BHAWANIPATNA / SDE(TRANS), BHAWANIPATNA/SDOT KESINGA, SDE(N/W- OP),DHARAMGARH/ SDO(N/W-OP),NUAPADA	Rs. 1,10,00,000/-	Rs.2,20,000/-

5. **Experience condition:** The bidder should have work experience during the last seven Financial Years (2011-12 to 2017-18) in carrying out contract work by providing unskilled / semiskilled / skilled manpower in BSNL/MTNL/Central Government/State Government / any Public Sector Undertaking related to day-to-day maintenance of offices, Telephone Exchanges (both External and Internal Plants), removal of Line/Cable faults, provision and shifting of New Telephone (Landline/WLL)/ISDN/ Broadband/FTTH/Wi-Max Connections/Leased Lines, Shifting of Telephones/Broadband connections including digging and refilling of local cable fault pits, jointing of underground cables, data entry works etc with satisfactory completion of the work as given below. Experience Certificate to this

Read, understood, complied & agreed
Signature & seal of bidder with Date

effect issued by an Officer not below the rank of Deputy General Manager or equivalent rank of the concerned Organization to be furnished.

(a) One year experience of any one financial year for at least 80% of estimated cost.

OR

(b) Two year experience of any two financial years for at least 50% of estimated cost in each financial year.

OR

(c) Three year experience of any three financial years for at least 40% of estimated cost in each financial year.

6. **Period of Contract:** The contract will remain valid **for a period of one year** from the date of signing of agreement. However the Competent authority reserves the right to extend the contract period for another six months in the interest of service and administrative grounds.
7. 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 O/o TDM, Bhawanipatna, **1st Floor, Door Sanchar Bhawan, Bhawanipatna-766001** where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).
8. Incomplete, ambiguous, Conditional tender bids are liable to be rejected.
9. Competent authority 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.
10. 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.
11. All statutory taxes as applicable shall be deducted at source before payment.

**Telecom District Manager
BSNL, Bhawanipatna**

Read, understood, complied & agreed
Signature & seal of bidder with Date

SECTION – I

BID FORM

To,

**The Telecom District Manager
BHAWANIPATNA**

Dear Sir,

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the **SUPPLY OF MANPOWER**

FOR HOUSE KEEPING, DATA ENTRY & OTHER MISC. WORKS ON CONTRACT BASIS in conformity with the conditions of contract and specifications as may be ascertained in accordance with the schedule of rates attached herewith and made part of this Bid.

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

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

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

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

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

Signature of Authorized Signatory.....

In capacity of.....

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

Witness.....

Address.

Signature.....

Read, understood, complied & agreed
Signature & seal of bidder with Date

SECTION –II

TENDERER’S PROFILE

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

- 1. Name of the Tenderer/Firm : _____
- 2. Tenderer’s/Firm’s Address : _____
- 3. Telephone Number(s) : _____
- Land line No Or mobile no : _____
- FAX No. : _____
- Mail ID : _____
- 4. Type of the firm (Proprietary or Partnership) : _____
- 5. Name(s) of the proprietor or partner : _____
- 6. Brief description of work carried out by the Firm in last three years with name of clients, nature and value of work done for each (Please attach extra sheet if necessary) : _____
- 7. Is the firm registered with any agency mentioned in NIT/Tender document, if so furnish details of registration : _____
- 8. Has the firm been blacklisted by any Organization, if so attach the details of registration : _____
- 9. Has the firm been blacklisted by any Organization, if so attach the details of the same : _____
- 10. Income Tax Account No. /PAN Number : _____
- 11. 10. Is the bidder aware of all the rules and guidelines of Govt. on the subject of tender : _____
- 12. E.P.F. Registration No : _____
- 13. E.S.I. Registration No.if any. : _____
- 14. GST Registration No. : _____
- 15. Labour License Registration No. : _____

Read, understood, complied & agreed
Signature & seal of bidder with Date

SECTION-III

INSTRUCTION TO BIDDERS

1. DEFINITIONS:

- 1.1 BSNL:** BSNL means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) and/or Nigam and/or company which invites tenders on behalf of CMD, BSNL and represented by BA Head at Sambalpur under whom TDM Bhawanipatna works.
- 1.2 Tender (Bid) Document [BD]:** The Tender (Bid) Document [BD] means the document, which includes the Notice Inviting Tender (NIT), general (Commercial) terms and conditions, special terms and conditions (regarding work), specification of work, schedule of requirements, etc. and floated in order to call for the offers from the reputed and eligible firms/individuals to execute the works.
- 1.3 Tenderer/Bidder/Contractor:** Tenderer or Bidder or Contractor means tenderer/agency/contractor/bidder/service provider, an individual, firm or a company/agency meeting all the eligibility criteria specified in the tender and who submits the tender quotation.
- 1.4 The Work Order:** means the order placed by the BSNL to the Bidder signed by the BSNL including all attachments & appendices thereto and all document incorporated by reference therein. The work shall be deemed as "Contract" appearing in the document by reference therein.
- 1.5 The Contract Price:** means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.

2. Rights of BSNL/BA Head

- 2.1 BSNL reserves the right to reject any tender quotation for any reason, without assigning the reason and liability. The information provided by the contractor gathered by BSNL shall become BSNL's property even if tender is rejected and can be used/processed by BSNL in any manner, it deems fit.
- 2.2 BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL.
- 2.3 The BA Head, Sambalpur is not bound to accept the lowest tender.
- 2.4 BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder if any.
- 2.5 Competent authority also reserves with him the right to waive any irregularity in any tender's bid or slightly modify the specified evaluation criteria, if it is found essential, provided that such act of him does not constitute any deviation in the relative ranking of the bidders.
- 2.6 Competent authority further reserves the right to award 100% of work to the eligible L1 contractor or to make empanelment of contractors depending upon the necessity, public exigencies and circumstances. However, all empanelled contractors will have to perform the work only at the lowest approved rates. Competent authority reserves the right to allot the site and/or area to the contractors. The contractors will not have any right to select the site and/or area.
- 2.7 If Work will be distributed between **two bidders to avoid implementation and co-ordination problems, it will be preferred that work will be carried out by the L1 bidder for the manpower to be engaged at Bhawanipatna and Kesinga Subdivisions (i.e 60%). The other Bidder (L2) will be awarded the manpower to be engaged at Nuapada & Dharamgarh Subdivisions (i.e 40%) subject to the condition that the other bidder agreed to carry out the work at L1 approved rate. Work will be awarded to Maximum two bidders.**

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

Read, understood, complied & agreed
Signature & seal of bidder with Date

- 2.8 BSNL reserves the right to monitor the quality of works or services provided at any time through visits to any of the site for which the contract has been given to the contractor. In case the work done or services provided by the contractor be not found satisfactory, penalty as stated in the BD thereof or any pre-estimated amount that may be decided by the authority will be deducted from payment due from any unit/SSA of BSNL and/or Central/State Government and/or PSU, for every instance of such negligence on the part of the contractor.
- 2.9 BSNL reserves the right to black list a contractor/bidder for a suitable period in case the contractor/bidder fails to honour the terms and conditions of the BID thereof.
- 2.10 BSNL reserves the right to withhold or delay the payment to the contractor/tenderer/bidder in case of any pending disputes.
- 2.11 The Competent authority reserves the right to accept this tender in full or in parts; reject this tender, hold in abeyance and subsequently cancel this tender in full or in parts on sufficient grounds, viz. change in the policy of BSNL, outcome of the tender evaluation process or for any other administrative reasons. Any decision in this regard will be taken in the best interest of BSNL, Bhawanipatna. The decision taken by BA Head as regard to calling for, opening, acceptance/rejection, finalization of tender, award of contract and all matters relating to the business will be final and binding upon the tenderer(s)/bidder(s)/contractor(s).
- 2.12 The Competent authority reserves the right to increase or decrease the no. of different types of labourers depending upon the requirement in different areas that may arise from time to time. In case any labour is found unsuitable for a specific work as reported by the field officer, it will be the contractor's liability for discontinuance of the said labour from the Muster Roll/Attendance Sheet with observance of necessary formalities.
- 2.13 The work orders will be issued on monthly basis and the performance of the contractor will be judged on completion of every work order.
- 2.14 The contractor will be held responsible for non completion of work in a specified period as per work order and necessary penalty will be imposed on him.
- 2.15 The contractor will also be held responsible for any damage/loss caused to BSNL by his employee and necessary recoupment will be done with the contractor.

3. Instruction to tenderers/ bidders: -

- 3.1** The bidders/ tenderers are expected, to examine all the instructions, forms, terms and specifications in the bid document. Failure to furnish all information as per the Bid Document or submission of bids not substantially responsive to Bid Document in every respect will be at bidders risk and shall result in rejection of bid.
- 3.2** The bidders should have experience as in NIT.
- 3.3** Tenderers bidding for work should have appropriate resources, necessary expertise, requisite manpower, proper co-coordinating and supervisory ability to undertake the work.
- 3.4** This tender is meant for carrying out the work for a period of one year only. The period of the validity of the work may be extended for another six months with 50% increase in tender cost if required by the competent authority which is binding on the contractor.
- 3.5** Tenderers must physically visit well in advance the different work places taking due permission from the concerned AGM/SDEs/AOs in order to make detail survey to assess the quantum and nature of work, manpower required and to correctly bid their offer taking all factors into consideration.

Read, understood, complied & agreed
Signature & seal of bidder with Date

- 3.6 The successful tenderer will have to execute the job to the satisfaction of the BSNL authority. Any deficiency in work can be computed by the concerned officer of the BSNL & the expense borne towards the work will be charged against the contractor as a penalty.
- 3.7 The conditional and incomplete tenders are liable for rejection.
- 3.8 Tenders without EMD will be **rejected outright**.
- 3.9 The item of job mentioned in the tender is illustrative, not exhaustive.
- 3.10 The bidder whose relatives i.e., Wife, Husband, Parents, Grandparents, Children, Grand children, Brothers, Sisters, In-laws, Uncles, Aunts, Cousins and their corresponding in-laws working in BSNL are not eligible to participate in the Tender.
- 3.11 The quantity stated above are estimated and BSNL reserves the right to vary the quantity to the extent of -50% to +50% of specified quantity at any time during the contract, without any change in unit price or other terms and conditions.

4. GENERAL TERMS AND CONDITIONS:-

- a. The quantum of job of this tender has been assessed by BSNL authority taking various factors into consideration. The authority is not liable to explain the tenderer the detail of assessment so estimated under any circumstances.
- b. The tenders submitted by Partnership firms should be furnished with "Partnership Deed" duly registered.
- c. The contractors should possess a valid license under Contract Labour Act. 1970 (R & A).
- d. The TELECOM DISTRICT MANAGER, BSNL, Bhawanipatna will not be responsible for any loss incurred by the contractor in carrying out the contract work.
- e. Taxes will be recovered as per statutory tax laws of Govt. of India and Govt. of Odisha as applicable from time to time.
- f. The tenderers should quote the rates in figures & words in the Price Bid Form. Correction if any should be signed by authorized person. If the tenderer fails to quote or omits quoting the rates for any of them, the tender is liable for rejection.
- g. The tenderer will not claim any permanent absorption of workers in BSNL.
- h. The tenderer will observe necessary formalities as per the provision of the Labour Act and the TELECOM DISTRICT MANAGER, Bhawanipatna will not in any way be responsible for any breach of Labour Act for any such case (s) relating to Labour & Employment.

Document establishing bidder eligibility and qualification:-

(Following self attested Xerox copies to be uploaded online.)

1. Valid Labour contractor license.
2. Payment receipt of form fee & EMD
3. Valid E.P.F. registration certificate.
4. Valid GST Registration.
5. Valid ESI registration certificate.
6. PAN Card & copy of Income TAX return for last year.
7. Solvency Certificate as per clause 5.4 below.

Read, understood, complied & agreed
Signature & seal of bidder with Date

8. Letter of authorization to tender opening event in case other than bidder
9. Tender Profile.
10. Power of Attorney in case of the person other than tenderer signing the document.
11. Partnership deed if applicable.
12. Integrity pack dully filled & signed
13. Bid form dully filled & signed
14. Technical bid documents, in original, duly filled in and signed by tenderer or his authorized representative (Proof of authorization duly executed before Magistrate) along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
15. No near relative certificate.
16. Experience certificate issued by not below the rank of Dy.GM or its equivalent executive as per Clause 5 of NIT.
17. The bid document duly sign on each page to indicate that the bidder has read as understood the bid document thoroughly.
18. A certificate on stamp paper regarding declaration that he has not been black listed OR debarred from participation in tender anywhere in BSNL/MTNL/DOT. An affidavit of this effect on the stamp paper of Rs. 10/- is required to be attached.
19. Valid self attested copy MSME/NSIC certificate.
20. All the documents submitted must be self attested.

5. Financial Requirement(s):

5.1 Bid Security (EMD): The intending bidder(s)/Contractor(s) will have to pay **Rs.2, 20,000/-**[Rupees Two Lakh Twenty Thousand only] towards Bid Security/Earnest Money Deposit (EMD). The Bid Security (EMD) can be paid as per clause 2(b) of NIT.

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

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

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

Read, understood, complied & agreed
Signature & seal of bidder with Date

5.4 Solvency: Solvency Certificate for Rs.44, 00,000/- (Rupees Forty-four Lakhs only) i.e 40% of tender cost issued by the banker not before one (01) month from the date of NIT of this tender shall be enclosed to the BID.

5.5 Performance Security Deposit: Performance Security Deposit @5% of the estimated cost for this tender will be Rs.5,50,000/- (Rupees Five Lakh fifty Thousand only) which can be deposited by DD/BC/BD or also can be deposited in the form of Performance Bank Guarantee (as given in the format of Section-V, Annexure-X) within the due date before execution of agreement. The EMD can also be converted in to part of Performance Security on request by the approved bidder. The amount of SD will not bear any interest for whatever period it might have been retained by the BSNL.

Read, understood, complied & agreed
Signature & seal of bidder with Date

5.6 Performance Bank Guarantee (PBG): Contractor shall submit the aforesaid Performance Bank Guarantee (PBG) from any Nationalized Bank for a period of 18 **Months** from the **date of issue** and the bidder shall extend the same as per the request of BSNL as the case may be. BSNL reserves the right to increase the amount of Performance Bank Guarantee at any time in its own discretion with respect to any/some/all such contractors and the decision of TDM, Bhawanipatna/Authority in this regard shall be final and binding upon the contractor(s)/tenderer(s)/bidder(s).

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

BID SECURITY

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

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

(3) The Bid Security (EMD) shall be paid through online Banking/NEFT as per the Section-I, Para 2(b) of NIT.

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

(5) The MSME bidder is exempted from payment of bid security:

a) A proof of regarding valid registration with body specified by ministry of Micro, Small & Medium Enterprises for the tendered items will have to be attached along with the bid

b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.

c) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/contract by BSNL for one year from the date of issue of such order.

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

The bid security shall be forfeited:

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

- I. To furnish the additional Security deposit in shape of DD/PBG/FD in favour of A.O. (Cash), O/o TELECOM DISTRICT MANAGER, Bhawanipatna as prescribed. or
- II. To sign the Agreement.

Read, understood, complied & agreed
Signature & seal of bidder with Date

Security Deposit.

EMD of successful bidder will be converted to security deposit. In addition to that the bidder shall furnish security deposit for an amount as indicated below before execution of agreement for performance of the work in the shape of Bank Guarantee issued by any scheduled bank or State bank of India in favor of A.O. (Claim), O/o the TELECOM DISTRICT MANAGER, Bhawanipatna valid for a period of 18 months.

The security amount will also be distributed proportionately in case more than one contractor is awarded the works.

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

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

- a) **Unsatisfactory service.**
- b) **Theft or misappropriation of articles of BSNL.**
- c) **Damage caused to the BSNL, assets and damage / loss to store issued.**
- d) **Withdrawal of the successful tenderer from the contract before its expiry without giving proper notice as specified in the terms and conditions of this tender documents.**

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 FAX 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 **before the date & time mentioned in NIT**. Copies of the query (without identifying the source) and clarifications by the Tendering authority shall be sent individually to all the prospective bidders who have received the bid documents.

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

The details of documents to be submitted offline and through online in e-Tender Portal. 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.

- (a) Documents in original should be submitted for verification as required by the Tendering Authority.
- (b) 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.
- (c) All the original documents shall be verified as and when required by the Tendering authority.

Read, understood, complied & agreed
Signature & seal of bidder with Date

As per the requirement of the 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 tender. Action would be taken for banning of business dealing with the defaulting firm. 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. Action would also be taken for banning business dealing with the defaulting firm.

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.

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.

ITI Tender Wizard Help Desk Contact	<i>Shri Sanjib Mohapatra, 09937488749,07377708585, between 10:30 hrs to 17:00 hrs from , 03.11.2018 to 17.11.2018</i> twhelpdesk404@gmail.com
BSNL Contact-1	<i>Shri B. Majhi, AGM CFA O/o TDM BSNL Bhawanipatna</i> Tel No.06670-232100, Mob No.9437961818 <i>between 10:30 hrs to 17:00 hrs from 03.11.2018 to 17.11.2018 , email id:</i> agmbpt2018@gmail.com
BSNL Contact-2	<i>Shri A.B. Tripathy, SDE (HR/Admn.) O/o TDM BSNL Bhawanipatna</i> Tel No. 06670-232399, Mob No.9437057037 <i>between 10:30 hrs to 17:00 hrs from 03.11.2018 to 17.11.2018, email id</i> Sdeadmnbpt@gmail.com

9. FORMAT AND SIGNING OF BID

(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.

(b) The over writing / erasures in the bid made by the bidder shall be signed by the person signing the bid.

(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.

Read, understood, complied & agreed
Signature & seal of bidder with Date

10. PREPARATION & SUBMISSION OF BIDS

Part A: The First part relates to uploading of scanned documents required for Technical Bid in the appropriate place of the e-Tender Portal.

Part B: The Second 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.

SUBMISSION OF BIDS:

- a. All the clauses of the bids must be complied with and price bids must be quoted online by the bidders before the locking/closing time of the bid that is **17:00 Hrs of 26.11.2018.**
- b. Scanned documents wherever necessary are to be uploaded in the appropriate places of the document.
- c. If any one of the document required to be submitted in Envelope is found to be wanting, the concerned bid shall be rejected at the opening stage itself.
- d. The 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 the BSNL and bidders previously refer to the deadline will thereafter be subject to the extended deadline.

11. LATE BIDS, MODIFICATIONS AND WITHDRAWAL OF BIDS

- a) After the Locking Time, no bidder can submit the bid.
- 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.
- c) No bid shall be modified subsequent to the deadline for submission of bids as above.

12. BID OPENING AND EVALUATION

- 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 **27.11.2018 at 15:00 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. The bidders can view the opening details after the Tendering Authority opened them.
- b) The bidder or his representative, who is present, shall sign in tender opening register
- c) 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.
- d) 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.
- e) Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.

Read, understood, complied & agreed
Signature & seal of bidder with Date

13. PLACE OF OPENING OF TENDER BIDS

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at “Chamber of AGM(NW-OP-CFA) O/o TDM, Bhawanipatna,1st Floor, Door Sanchar Bhawan, Bhawanipatna-766001”, where BSNL’s Tender Opening Officers would be conducting through online e-Tender at 15:00 Hrs. on 27.11.2018 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.

14. PRELIMINARY EVALUATION

- 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.
- b) Prior to the detailed evaluation, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents.
- c) For purposes of these clauses, a substantially responsive bid is one, which conforms, 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.
- 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.
- 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.

15. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- a) The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
- 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.
- c) If the supplier does not accept the correction of the errors, his bid shall be rejected.
- d) 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 multiple bidders.

CONTACTING THE TENDERING AUTHORITY

- 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.
- 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.

Read, understood, complied & agreed
Signature & seal of bidder with Date

16. AWARD OF CONTRACT & CONTRACT PERIOD

- a) The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable subject to fulfillment of all required labour laws and rules as applicable from time to time. Tendering authority shall consider placement of letter of intent to those bidders whose offers 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. The tendering authority shall have the right to keep more than one contractor.
- b) The work against the tender **is for one year's** requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between the BSNL and the Contractor.
- 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 for six months with same approved rates, terms and conditions, and further six months on mutual understanding on same approved rates and same terms & conditions with 100% increase in tender cost. The contractor would have to submit additional BG for the enhanced period as applicable.

17. SIGNING OF CONTRACT AGREEMENT:-

The successful tenderer shall be required to execute an agreement on a non-judicial stamp paper of Rs. 100/- (Rupees one hundred only) at his own cost as per the enclosed proforma within 14 (Fourteen) days from the date of receipt of LOI in this office. In the event of failure of the tenderer to sign the agreement within 14(Fourteen) days or in the event of his failure to start the work as stipulated in the work order, then the amount of bid security (EMD) in the form of DD shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

BID PRICES:

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

PAYMENT TERMS:

- 1) Based on the execution of the work on daily basis, the contractor will prepare a workbook for a particular month certified by the concerned SDOs/SDEs/AOs and counter signed by AGM/CAO concerned. Accordingly the contractor shall prepare monthly bills in triplicate & submit the bills within 7 days of the following month to TELECOM DISTRICT MANAGER Bhawanipatna for necessary payment. The payment will be made by RTGS through ERP directly to the bidder's account after deduction of taxes as applicable from time to time.
- 2) The contractor shall comply with all provisions of the 'Payment of wages Act' 1936, minimum wages Act 1948, Employees liability Act 1938, Workmen compensation Act 1923, Industrial Disputes Act 1947, Maternity benefit Act 1961 and contractor labour (Regulation and abolition) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made

Read, understood, complied & agreed
Signature & seal of bidder with Date

there under from time to time. The contractor shall indemnify BSNL against payments to be made for the observance of the laws aforesaid.

- 3) The contractor has to submit the following documents/records/statement in addition to above documents at the time of submitting the claimed invoice/bill.
- i. Attendance sheet and Work order issued by the controlling officer.
 - ii. Monthly wage Register/payment sheets of the employees with PF A/C nos. of individual employee showing detail particulars of contributions towards EPF/EPS etc.
 - iii. Form-5 & 10, the monthly return duly submitted to RPFC (Regional PF Commissioner) authority office.
 - iv. Form 6(A) & 3A (Revised) the annual return duly submitted to RPFC (Regional PF Commissioner)
 - v. Copies of challan in respect of payment of EPF contribution & ESI (if applicable) for employee engaged by him in connection with BSNL.
 - vi. **It is mandatory to pay wages to the labourers by means of RTGS to their bank accounts and the proof of payment should also to be enclosed with the bill.**

Disputes in tender finalization:-

In the event of any disputes arising out of finalizing tender agreement or any other matter relating to this tender the decision of BA Head at Sambalpur shall be final and binding on all concerned.

Disqualifying clause :-

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

The Competent authority reserves the right to vary the quantity of work as per actual requirement.

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

The contractor shall not assign or sublet to any other person or agency without the prior written approval of BA Head. For any attempt or negotiations directly on the part of the tenderer with the authority to whom he has submitted the tender to influence the BSNL by any means, the acceptance of the tender will be liable for exclusion from consideration.

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

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

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

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

Read, understood, complied & agreed
Signature & seal of bidder with Date

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

The Competent authority reserves the right to impose any other conditions, if necessary at any time during the validity of the tender.

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

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

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

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

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

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

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

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

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

Time limit for unforeseen claim:

Under no circumstances whatsoever shall any claim for any compensation from the BSNL on any account be considered unless the contractor submit the claim in writing within one month from the date of the final payment of the bill for the works concerned.

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

DISPUTES AND ARBITRATION.

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

Read, understood, complied & agreed
Signature & seal of bidder with Date

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

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

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

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

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

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

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

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

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

Signing of contract agreement.

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

Implementation of contract labour act for subsequent payment

The following items are to be followed strictly.

Read, understood, complied & agreed
Signature & seal of bidder with Date

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

Labour welfare measures & workman compensation:-

- 1) The contractor should have valid labour license under the Contract Labour (R & A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 and should abide by the requirements of such act.
- 2) The contractor shall comply with all provisions of the 'Payment of wages Act' 1936, minimum wages Act 1948, Employees liability Act 1938, Workmen compensation Act 1923, Industrial Disputes Act 1947, Maternity benefit Act 1961 and contractor labour (Regulation and abolition) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The contractor shall indemnify BSNL against payments to be made for the observance of the laws aforesaid.

Read, understood, complied & agreed
Signature & seal of bidder with Date

- 3) All the amenities to the labourers such as drinking water, washing facilities should be provided by the contractor at his own cost at the work spot as required under Contract Labour (R &A) Act, 1970.
- 4) The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act, 1992 for injuries caused to the workmen. If such compensation is paid by the BSNL as principal employer under Section (1) of the Section 12 of the said Act, such compensation will be recovered from the security deposit or any account due from the contractor on any account or otherwise.
- 5) The contractor will be responsible for the safety and security to the skilled and unskilled labours employed by him for execution of work.
- 6) The contractor should maintain the records relating to payment of EPF, ESI etc and deposit the amount of EPF, ESI etc in time and submit the Xerox copies of challans thereafter to the TELECOM DISTRICT MANAGER, Bhawanipatna every month.

E-TENDERING INSTRUCTIONS TO BIDDERS

The instructions given below are ITI's e-tender portal centric and for e-tenders invited by the Telecom District Manager, Bhawanipatna 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://www.tenderwizard.com/BSNL>) of M/s ITI Limited, a Government of India Undertaking.
- 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).
 - i. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) 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:

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

C. Broad outline of activities from Bidders perspective:

Read, understood, complied & agreed
Signature & seal of bidder with Date

- 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 (in the form of DD) and Bid Security (in the form of DD) (in original) have to be submitted to AGM (NW-OP-CFA), Room No.-106B, 1st Floor, Door Sanchar Bhawan, Bhawanipatna-766001, Odisha before the scheduled date and time of submission of the tender otherwise the Bid will not be considered.

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 M/s. ITI Limited through e-Tender Portal for obtaining user-id, Digital Signature Certificates etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

Telecom District Manager, Bhawanipatna has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

After successful submission of Registration details and Vendor registration fee and processing fee (as applicable), please contact ITI Helpdesk and BSNL Contact Points (as given below), to get your registration accepted/activated.

Read, understood, complied & agreed
Signature & seal of bidder with Date

ITI Tender Wizard Help Desk Contact	Shri Sanjib Mohapatra, 09937488749,07377708585 , between 10:30 hrs to 17:00 hrs from 03.11.2018 to 17.11.2018, twhelpdesk404@gmail.com
BSNL Contact-1	Mr. B.Majhi, AGM (CFA) O/o TDM BSNL Bhawanipatna Tel No.06670-232100, Mob No.9437961818 between 10:30 hrs to 17:00 hrs from 03.11.2018 to 17.11.2018 , email id: aqm.bpt.2015@gmail.com
BSNL Contact-2	Shri A.B. Tripathy, SDE (HR/Admn.) O/o TDM BSNL Bhawanipatna, Tel No. 06670-232399, Mob No.9437057037 between 10:30 hrs to 17:00 hrs from 03.11.2018 to 17.11.2018 , email id:Sdeadmnbpt@gmail.com

18. 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.orissa.bsnl.co.in and www.tenderwizard.com/BSNL up to **17:00 Hrs of 17.11.2018** 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 Portal and keep themselves updated regarding amendments/ correction/modification etc.

19. OTHER INSTRUCTIONS, IF ANY

a) The following documents should be submitted online by uploading in the e-Tender portal:

SI No.	Description	Reference, if any
1	Scanned copies of all pages of Tender document signed by the tenderer or Authorised Person on all pages along with seal	Whole Tender Document
2	Self-Attested Photo copy of PAN Card & copy of Income TAX return for last year	
3	Self-Attested Photo copy of Experience Certificate	Clause 5 of NIT
4	Self Attested scanned copies of the E-Payment receipt towards cost of Tender Document	NIT
5	Self attested scanned copies of the E-Payment receipt towards EMD/BID security.	NIT
6	Self attested Photo copy of Solvency Certificate for Rs 44,00,000/- issued by Banker not before 1 month of the date of NIT	
7	Self-Attested Photo Copy of valid EPF registration certificate	
8	Self-Attested Photo copy of valid ESI Registration Certificate, if applicable.	
9	Self-Attested Photo Copy of the up-to-date payment challan for EPF and ESI .	
10	Self-Attested Photo copy of valid Labour licence or declaration to submit within 45 days of issue of work order.	
11	Self-Attested Photo copy of valid GST Number.	
12	No near relative certificate duly filled in and signed	Section VI
13	Scanned copy of Letter of Authorization to Tender Opening Event (TOE)	Section VII
14	Tenderer's profile duly filled in	Section II
15	Self-Attested Photo copy of Original "Power of Attorney" in case person other than the tenderer has signed the tender documents	
16	Self-Attested Photo copy of "Partnership Deed" duly registered if applicable	
17	Self-Attested copy of Bid form duly filled and signed	

Read, understood, complied & agreed
Signature & seal of bidder with Date

18	Self-Attested copy of the Check list duly filled in	
19	Self-Attested copy of the Integrity Pack duly filled and signed	Section XII
20	The up-to-date valid enlistment registration certificate issued by MSME authority if applicable	
21	Certificate on stamp paper regarding declaration that he has not been black listed OR debarred from participation in tender anywhere in BSNL/MTNL/DOT. An affidavit of this effect on the stamp paper of Rs. 10/- is required to be attached.	

b) 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.

c) 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.
- 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

Read, understood, complied & agreed
 Signature & seal of bidder with Date

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://www.tendewizard.com/BSNL>).

Important Note: It is strongly recommended that all bidders should thoroughly peruse 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, et al. 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 M/s ITI Limited Helpdesk personnel mentioned above of this section, for any type of assistance/help, which they may require while uploading the bids.

SECTION –IV

SCOPE OF THE WORK

TRA:-

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

COMMERCIAL: -

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

CASH

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

MISC.:-

1. Sweeping of Exchange premises and office premises cleaning of toilets/bath rooms:-The contractor will have to depute sweepers for sweeping of Exchange premises like MBM Exchanges and small Exchanges and office premises like TELECOM DISTRICT MANAGER Office, and office of the all SDOs cleaning of toilets/bathrooms on daily basis. The concerned SDEs/JTOs shall supply the materials used for sweeping/cleaning purpose. The contractor should instruct the sweepers accordingly to carry out the sweeping/cleaning works properly under the guidance and supervision of concerned SDEs /JTOs. Supply of drinking water, cleaning of water filters/buckets etc.
2. Carrying/Delivering of Dak and Telegram:-Daily Dak, Telegram etc. are to be carried/delivered to and from the respective units from Main/RLUs/RSUs Exchanges. The contractor has to deploy the work force in his own transportation accordingly and to carryout the same under the guidance/supervision of the concerned SDEs/JTOs/TTAs and to have keep record in the respective movement register.

Read, understood, complied & agreed
Signature & seal of bidder with Date

3. Garden maintenance:- Daily taking care of the different valuable plants, cleaning of the garden area, report for requirement of any medicine, manure, new plantation if necessary etc.
4. Departmental Inspection Quarter maintenance:-Taking care of the cleaning of the inspection quarter building, cleaning of the surrounding area, cleaning of the asset of the inspection quarter and furniture etc., looking after the VIPs and other guest who are the occupants of the inspection quarter with showing the proper courtesy with regular maintenance of inspection register and related rate payment etc.
5. Office Documentation/MIS data feeding:- Typing work of office letter, estimate, important booklets etc., preparation of documents, tables etc. of different section of TELECOM DISTRICT MANAGER office & similar nature of work to be executed in other unit of the SSA assigning separate entity of job.
6. Watching of Store:-Keeping watch of store under the control of SDE/SDOs, keeping watch of divisional store under the control of SDE/SDOs, keeping the store in proper sizing and shape in the store yard with proper account, intimate to the in charge of the store about store transaction.
7. L&W maintenance work for Main Exch/MBM/SBM Exch./Small Exch. :-Drop wire replacement, EPBT replacement, removal of DP fault, mtce. of register & report to the authority.
8. WLL maintenance work:-Testing the equipment and fixing of Antenna etc., mtce. of register & report to the authority
9. Watching/monitoring of various technical systems in all type of Exchanges:-For watching and monitoring of various technical system such as RLU, PSU, BTS/BSC/TAX/SWR and battery & P/P, E/A, Window & split type of A/C units, different transmission units, office like Telephone Bhawan for running E/A and Water Pump set etc. treating this activity of Telephone Bhawan as a part of job of main exchange Bhawanipatna. All above jobs involved should be round the clock.
 - Operation and running of Engine Alternator Set during Mains Failure.
 - Collection of diesel/lubricant for E/A sets whenever required.
 - Filling of fuels in tanks.
 - Checking of mobile and diesel level before running of E/A set.
 - Cleaning of E/A sets and Engine rooms etc.
 - Checking of Battery set and its charger units for E/A set.
 - Running of window/Split type A/C units provided at exchanges.
 - Updating related records/history sheets.
 - Routine operational checking of electrical panels, AVR etc.
 - Observation/checking of 3 phase AC supply and keeping recording its data.
 - Passing information to all concerned regarding any abnormal behavior of the units.
 - Contacting Electrical sub-station/control room during mains A/C failure to know about duration/reason of failure and also regarding High/Low/No voltage of 3 phase supply.
 - Operation of fire fighting appliances at the time of any electrical hazardous occurrence.
 - Collection of Electricity Bill/Cheque and its payment.
 - Recording of room temperature.
 - Store sizing and store handling and watching of stores in Dist. Store Depot., and Sub-divnl. Store Depot.

Read, understood, complied & agreed
Signature & seal of bidder with Date

- Assisting in the switch room work .
- Assisting in MDF i.e. Jumpering, wiring, ISDN testing, leased line testing, broadband wiring and testing, DQFRS testing, FRS print out and docket closing etc.

10. Monitoring of various OFC systems:-Monitoring of various alarm/failure in OFC transmission system and inform it to concerned JTO/SDO in charge and it is to be required round the clock in each day.
11. Scanning of subscriber profile (L/L, WLL & Mobile) :Scanning of subscriber profile work of land line, WLL and Mobile (Pre paid and Post paid) on day to day basis of commercial section & similar nature of work to be executed in other unit of the SSA.
12. Office Assistance/Boy for file handling: Daily Office files are to be handled for specific purposes from officer/official to officer/official. The contractor has to depute the experienced and well acquainted workers for this purpose and to keep record for the same in the concerned register.
13. Broadband maintenance:- Assisting in Drop wire replacement, modem replacement, and maintaining fault booking register indicating type of error/nature of fault & rectification of fault and report SDE (BB).
14. Any other work as and when assigned.

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

PENALTIES:

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

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

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

CERTIFICATE BY THE CONTRACTOR.

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

Read, understood, complied & agreed
Signature & seal of bidder with Date

SECTION-V

AGREEMENT

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

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

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

The tender notice, general rules and conditions, tender scheduled, Engineering Instructions, letter of Tender No. (along with its enclosures) annexed hereto and such other additional particular instructions drawing as may be found requisite to be given during execution of the work shall be deemed and taken to be integral part of the contract and also be deemed to be included in the expression "contractual or contract documents" wherever herein used.

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

The party at second part called as "Contractor" also declares that none of his/her relatives i.e. Wife, Husband, Parents, Grand Parents, Children and Grand Children, Brothers, Sisters, Uncles, Aunts and Cousins and their corresponding in-laws is working as an officer in BSNL in Orissa Telecom Circle.

In consideration of the due provisions, execution and completion of the said works, the BSNL hereby agrees with the contractor that the BSNL will pay to the Contractor the respective amounts for the works done by the contractor such sum(s) as may become payable to the contractor under the provisions of the contract agreement.

The contract will be in force for one year with effect from _____ to _____ Security deposit of _____ is furnished below.

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

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

**Signed and delivered
For and on behalf of the
Bharat Sanchar Nigam Limited**

In the present of:

1. Signature

2. Signature

**Name
Designation**

**Name
Designation**

Read, understood, complied & agreed
Signature & seal of bidder with Date

SECTION-VI

DECLARATION BY THE BIDDER FOR NON-PARTICIPATION OF NEAR RELATIVES

I/We _____ S/o _____ Resident of _____ hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL Unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me. Further I hereby undertake that during contract period, I/We shall abide by the standing provisions of Labour laws and the payments to the persons engaged shall not violate the provision of Minimum Wage Act, EPF Contributions and Insurance etc.

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

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

Signature of the bidder

Name of the Contractor. :

(Capacity in which Signing) :

Place: :

Date: :

Read, understood, complied & agreed
Signature & seal of bidder with Date

SECTION-VII

LETTER OF AUTHORISATION TO ATTEND TENDER OPENING EVENT (TOE)

No. W-180/BPT/2018-19/01

Dated at Bhawanipatna the

Subject: Authorization to attend Tender Opening Event on _____(Date) for carrying out various works on job contract basis.

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

Order of Preference	Name	Specimen Signatures
1.		

Alternate
Representative

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

1. Maximum of one representative will be permitted to attend bid opening.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

Read, understood, complied & agreed
Signature & seal of bidder with Date

SECTION-VIII
CHECK LIST/REQUIREMENTS

A.

Documents required to be submitted through e-Tender Portal

Sl No.	Description	Reference	Remarks (Yes (Y), No (N), Not Applicable (NA) (v Tick whichever is applicable)		
			Y	N	NA
1	Scanned copies of all pages of Tender document signed by the tenderer or Authorized Person on all pages along with seal	Whole Tender Document			
2	Self-Attested Photo copy of PAN Card				
3	Self-Attested Photo copy of Experience Certificate				
4	Self Attested scanned copies of the E-Payment receipt towards cost of Tender Document				
5	Self attested scanned copies of the E-Payment receipt towards EMD/BID security.				
6	Self attested Photo copy of Solvency Certificate for Rs 44,00,000/- issued by Banker not before 1 month of the date of NIT				
7	Self-Attested Photo Copy of valid EPF registration certificate.				
8	Self-Attested Photo copy of valid ESI Registration Certificate.(If applicable)				
9	Self-Attested Photo Copy of the up-to-date payment challan for EPF and ESI				
10	Self-Attested Photo copy of valid Labour license issued by Central Labour Commissioner or declaration to submit within 45 days of issue of work order.				
11	Self-Attested Photo copy of GST Registration Certificate & up-to-date payment challan.				
12	No near relative certificate duly filled in and Signed	Section VI			
13	Scanned copy of Letter of Authorization to Tender Opening Event (TOE)	Section-VII			
14	Tenderer's profile duly filled in	Section-II			
15	Self-Attested Photo copy of Original "Power of Attorney" in case person other than the tenderer has signed the tender documents				
16	Self-Attested Photo copy of "Partnership Deed" duly registered if applicable				
17	Self-Attested copy of Bid form duly filled and signed	Section-I			
18	Self-Attested copy of the Check list duly filled in	Section- VIII			
19	Self-Attested copy of the Integrity Pack duly filled and signed	Section-XII			
20	The up-to-date valid enlistment registration certificate issued by MSME authority if applicable				
21	Certificate on stamp paper regarding declaration that he has not been black listed OR debarred from participation in tender anywhere in BSNL/MTNL/DOT. An affidavit of this effect on the stamp paper of Rs. 10/- is required to be attached.				

Read, understood, complied & agreed
Signature & seal of bidder with Date

B. Requirements:					
Sl No.	Description	Reference	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
			Y	N	NA
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	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 & agreed
Signature & seal of bidder with Date



BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

O/O THE TELECOM DISTRICT MANAGER, BHAWANIPATNA-766001

(FINANCIAL BID)

No. W-180/BPT/2018-19/01 Dated at Bhawanipatna the 2018

**TENDER FOR SUPPLY OF MANPOWER FOR HOUSE KEEPING, DATA ENTRY &
OTHER MISCELLANEOUS WORK ON CONTRACT BASIS**

SSA Name: _____

Read, understood, complied & agreed
Signature & seal of bidder with Date

SECTION- IX

Tender No. W-180/BPT/2018-19/01

Dated at Bhawanipatna the . . 2018

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

PRICE BID

(RATE SHEET)

The bidder should quote the percentage of profit of the amount shown under column No.-3 against Sl. No-1 of section-X (Schedule of Rates) in figures & words of per day wages of one skilled/semiskilled/unskilled labourer effective from dt: 02.04.2018 onwards as decided by Dy. Chief Labour Commissioner (C), Bhubaneswar. During validity period of the tender, the per day wages of one Skilled/Semiskilled/Unskilled labourer is automatically allowed to be changed according to the per day wage revision notification issued by the concerned authority from time to time. The above revision in per day wages will be strictly as per decisions and circulars of Dy. C.L.C. (Central), Bhubaneswar only.

IN FIGURES _____ %

IN WORDS _____ PERCENTAGE.

If more than one bidders quoted same rate then the bidder among them with higher experience in terms of works executed in Rupees will be considered as L-1 among them and others will be given weightage accordingly as per their experience without affecting the ranking of other bidders who quoted differently.

Seal & Signature of Bidder.

Read, understood, complied & agreed
Signature & seal of bidder with Date

SECTION- X

Tender No. W-180/BPT/2018-19/01

Dated at Bhawanipatna the 2018

SCHEDULE OF RATES

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

Sl. No	Description	Amount (in Rs.) per labourer per day of different category of labourers		
		Skilled	Semiskilled	Unskilled
1	Daily wages of one Skilled/ Semiskilled/ unskilled labourer w.e.f. date 01.05.2018 onwards as prescribed by Dy. CLC(C), Bhubaneswar(For C type area).	Rs.506.00	Rs.420.00	Rs.359.00
2	Employer's (Contractor's) share of EPF contribution for per day per skilled/semiskilled/unskilled labourer @12%+0.66% as administrative charges of EPF Deptt. + 0.50% as EDLI Charges of EPF Deptt. = @ 12 + 0.66+0.50 = @ 13.16% of amount under column No-3 against sl. No-1 of this table (Or as applicable from time to time).	Rs.66.58	Rs.55.27	Rs.47.24
3	Employer's (Contractor's) profit for providing per day one skilled/ semiskilled/ unskilled labourer in percentage of amount under column No-3 against sl. No-1 of this table to be quoted by the bidder in figures & words in the rate sheet of financial bid at Section – IX.	The amount will arrive in accordance with finally approved L-1 percentage of amount shown under column No-3 against sl. No-1 of this table.		

Note: - The above mentioned amounts shown under column No-3 against Sl. No-1 & 2 of above table and approved L-1 percentage profit to the successful bidder against Sl.no. 3 for this tender will be effective w.e.f. 01.04.2018 and allowed to be changed automatically in accordance with per day wages to be revised and decided in future by Dy. Chief Labour Commissioner (C), Bhubaneswar.

Read, understood, complied & agreed
Signature & seal of bidder with Date

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

Tender No. W-180/BPT/2018-19/01

Dated at Bhawanipatna the __-__-2018

The requirement of minimum 0(zero) to maximum no. of laborers (Semiskilled/unskilled) on any working day of the month for respective subdivisions with the strict condition that maximum **24 (Twenty-Four)** working days are permissible in each month for each and every individual labourer to be provided to any site engineer of any subdivision by the contractor as per actual requirement of concerned SDO (Telegraphs)/SDE of BSNL, Bhawanipatna SSA for different subdivisions. No labourer under any circumstances must be supplied or provided by the contractor to any site engineer of BSNL for more than **24 (Twenty-Four)** working days in a month.

Sl No	Jurisdiction of the Area	Site engineer of the Area.	Maximum no. of days permitted during each calendar month for supply of each Mazdoor by the contractor to any respective site engineer of zone. (in no. of days)	Minimum 0 (Zero) to Maximum no. of Mazdoors to be provided by the contractor on any working day during each month (In numbers)		
				Skilled	Semiskilled	Unskilled
1	T.D.M.OFFICE,BP S.D.E.(PHONES) ,BPT SDOT (BPT) SDE (TRANS),	SDE (HRD) BPT SDE(P) ,BPT SDOT, BPT SDE(TRNS),BPT	24	05	06	17
2	SDOT KESINGA	SDOT KESINGA	24	NIL	06	06
3	SDE(N/W-OP), DHARAMGARH/	SDE(N/W-OP), DHARAMGARH	24	NIL	03	13
4	SDOT, NUAPADA	SDOT, NUAPADA	24	NIL	05	12
			TOTAL	05	20	48

Read, understood, complied & agreed
Signature & seal of bidder with Date

SECTION-XII

APPENDIX INTEGRITY PACT

Between

Bharat Sanchar Nigam Limited (BSNL) / hereinafter referred to as “The Principal “ and

..... hereinafter referred to as “The Bidder/Contractor”

Preamble

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

In order to achieve these goals, the principal will appoint as Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The principal will exclude from the process all known prejudiced persons.
 - d. 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.

Read, understood, complied & agreed
Signature & seal of bidder with Date

Section 2 – Commitments of the bidder(s)/Contractor(s)

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

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

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

Section 4 – Compensation for Damages

- I. If the principal has disqualified the Bidder(s) from the tender process prior to the award according to section 3, the principal is entitled to demand and recover the damages equivalent to earnest money deposit/Bid Security.
- II. If the principal has terminated the contract according to Section 3, or if the principal is entitled to terminate the contract according to section 3, the principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security deposit / Performance bank guarantee in addition to any other penalties/ recoveries as per terms and condition of the tender.

Read, understood, complied & agreed
Signature & seal of bidder with Date

Section 5 – Previous transgression

- I. The Bidder(s) declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti- corruption approach or with any other Public sector enterprise in India that could justify his exclusion from the tender process.
- II. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

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

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

Section 7 – Criminal charges against violating Bidder(s)/ Contractor(s)/ subcontractor(s)

If the principal obtains knowledge of conduct of a bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a bidder, contractor or subcontractor, which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the corporate vigilance Office.

Section 8 – External independent monitor/monitors

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

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

4. The principal will provide to the Monitor sufficient information about all meetings among the parties related to project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the management of the principal and request the management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the monitor has not right to demand from the parties that they in a specific manner, refrain from action or tolerate action.

Read, understood, complied & agreed
Signature & seal of bidder with Date

- 6. The monitor will submit a written report to the chairperson of the board of the principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- 7. If the monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-corruption laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the corporate vigilance office, the Monitor may also transmit this information directly to the Central vigilance commissioner, Government of India.
- 8. The word 'monitor' would include both singular and plural.

Section 9 -Pact Duration

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

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

Section 10 – other provisions

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the principal. i.e. New Delhi. The arbitration clause provided in the tender document/contract5 shall not be applicable for any issue/dispute arising under integrity pact.
- 2. Charges and supplements as well as termination notices need to be made in writing.
- 3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....

For the Principal

Place.....

Date

.....

For the Bidder/Contractor

Witness 1:

Witness 2:

Read, understood, complied & agreed
Signature & seal of bidder with Date