



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

Office of the General Manager Telecom District, Cuttack

E-TENDER DOCUMENT FOR

**Providing manpower for carrying out different maintenance works in
Cuttack SSA of cluster 1, 4, 6, 8 & 13**

No. PLG/GC-17/2019-20/

Dated 17.05.2019 at Cuttack

NOTE: One Tender document should be used for two clusters only.

Total number of Pages: -46

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Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-I
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
Office of the General Manager, Telecom District, Cuttack
NOTICE INVITING TENDER

1 E-tender is invited by GMTD, BSNL, Cuttack on two bid system from Individuals/Companies/Firms registered in India fulfilling the eligibility conditions, as per tender document, for providing manpower for carrying out different maintenance works in Cuttack SSA for period of **two years**.

Sl No	Item	Particulars
1	Tender Notice No & date	No. PLG/GC-17/2019-20/5 dtd. 17.05.2019
2	Tender item	Providing manpower for carrying out different maintenance works in Cuttack SSA of cluster 1, 4 ,6, 8 & 13. There are 5 (five) clusters and each cluster is treated as a separate tender. A bidder can bid for maximum of two numbers of cluster with appropriate Bid Security and Tender Paper cost as per cluster-wise requirement mentioned in Section-II.
3	Tender Document can be downloaded from date	20.05.2019
4	Date of receipt of queries from bidders	27.05.2019 Up to 17.00 Hrs
5	Reply of queries by BSNL	03.06.2019 Before 17.00 Hrs of
6	Last Date of Submission of Tender	10.06.2019 up to 17.00 Hrs
7	Date & Time of Opening of Tender (Technical Bid only)	11.06.2019 at 11:00 Hrs
8	Amount of Bid Security (EMD) & Tender document Fee as in Section II.	In the form of crossed DD drawn on any nationalised / scheduled bank or Bank FDR in favour of A.O. (Cash), BSNL, O/o GMTD, Cuttack & payable at Cuttack or through online banking/RTGS/NEFT as per instruction of clause 2(a) of Section-1

Note:- 1 Exemption in Cost of Tender Document and EMD under MSME & NSIC is permitted, if the registration of MSME certificate is done for telecom service activities, showing validity period, monetary limit with other eligibility condition as per MSME provision, only Udyoga Adhar registration will not be considered for availing any exemption

Note:- 2 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

2(a) The Tender document can be downloaded from the website: www.odisha.bsnl.co.in or www.tenderwizard.com/BSNL or <https://eprocure.gov.in/cppp> and to be submitted in e-format of www.tenderwizard.com/BSNL .

Cost of Tender Document and Earnest Money Deposit (EMD) shall have to be submitted in form of DD to AGM (NW-PLG-CFA), Cuttack, O/o GMTD, Cuttack, 1st Floor, Room No. 208, Door Sanchar Bhawan, Link Road, Cuttack-12 (in person or through regd/speed post) before the scheduled date and time of submission of the tender, otherwise the same will not be considered or through online Banking/RTGS/NEFT before scheduled date and time as per the following details.

Name of the Bank, Branch & address	Union Bank of India, Madhupatna, Link Road Cuttack
Accounts Name	A.O. (Cash), BSNL, O/o GMTD Cuttack
Account Number	(CA) 514201010032115
IFSC Code	UBIN0551422
MICR Code	756026004
Mail Id :	ssb1351@gmail.com
Contact No	0671-2304440, 9437082288

(The scanned copies DDs / E-Payment receipt towards EMD/BID security, Cost of bid document have to be uploaded in the e-Tender Portal of tender wizard).

2(b) 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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- 3(b) BSNL has decided to use the process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.
- 3(c) Bidders may note that the 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 or <https://eprocure.gov.in/cppp>
- 3(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 Website (www.tenderwizard.com/BSNL) as per **Annexure –B of Section VIII.**
- 3(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(a) **Experience certificate:-** The bidder should have experience of work performance in the following items in BSNL/MTNL/DOT/Govt. of India/State Govt/Other PSUs of worth as mentioned clusterwise in Section-II, in the last three financial year (2016-17, 2017-18 & 2018-19) and current year. The certificate should have specific mention about the experience in carrying out the following type of work and must be signed by an officer not below the rank of Deputy General Manager/Superintending Engineer or equivalent.
- Digging of pits/trench and jointing of U/G cable for fault rectification.
 - Digging of pits/trench and jointing of OFC cable for fault rectification.
 - Erection and replacement of lines & DPs for rectification of telephone line faults and provisioning of NTC/BB
 - Wiring/jumpering of MDF and Pillars
 - Running of E/A & general upkeepment including cleaning & sweeping.
 - Assisting in provision of WLL/ISDN/FTTH/WIMAX/Leased Line connections.

Or

For carrying out different maintenance contract work as per above items by providing unskilled man power.

4(b)The documents as listed out in **Section VII** should be uploaded in the 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.

5. **Elegibility criteria:-** The bidder should have the following eligibility

a) Registered firm/company (if applicable), b) Experience as per clause 4(a), c) valid PAN card & upto date Income Tax return d) Valid labour licence from Central Labour Commissioner office, e) Valid EPF Registration, f) Valid ESI Registration, g) Upto date payment challan for EPF and ESI h) Valid GSTIN registration & latest return of GSTR-1.

6 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 **Room No. 208, 1st Floor Doorsanchar Bhawan, Link Road, Cuttack-753012** where BSNL’s Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

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

8 General Manager Telecom District Cuttack 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.

9 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.

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

11. Each bidder must have to create customer ID in marketing section (in case of new bidder) and submit to receive document fee and EMD as per GSTIN requirement in ERP.

12. If any bid is non-responsive or disqualified in Technical bid & financial bid, the PGMTD Cuttack reserves the right to give work order to the neighboring contractor of this SSA of related work with same terms and conditions of this tender.

**DGM (NW-OP-CFA) Rural
on behalf of GMTD, BSNL Cuttak**

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-II
CLUSTER WISE REQUIREMENT OF UNSKILLED LABOURER, ESTIMATED COST.,
TENDER DOCUMENT FEE, BID SECURITY (EMD) & EXPERIENCE AMOUNT

Cluster No	Name of SDOs where manpower to be deployed	Mxm no. of US labourers	Cluster wise Total	NIT No for clusters	Tender cost Basic value + 18% GST (In Rs)	Cluster-wise estimated cost Total including EPF and ESI (Amount in Rs)	EMD / Bid Security 2% (in Rs)	Experience (35%)
1	SDOT-Paradeep	32	32	PLG/GC-17/2019-20 (1)	2360.00	11,140,437.00	2,22,809.00	38,99,153.00
4	SDOT Athagarh	23	23	PLG/GC-17/2019-20 (2)	1180.00	8,007,267.00	1,60,145.00	28,02,543.0
6	SDOT Dhanmandal	24	24	PLG/GC-17/2019-20 (3)	1180.00	8,355,327.00	1,67,107.00	29,24,364.00
8	SDOT Jajpur Town	25	25	PLG/GC-17/2019-20 (4)	1180.00	8,703,466.00	1,74,069.00	30,46,213.00
13	SDOT Salipur	24	24	PLG/GC-17/2019-20 (5)	1180.00	8,355,410.00	1,67,108.00	29,24,394.00

NOTE:-

1. Rate per day per unskilled labourer as on 01.04.2019 is Rs. 390.00 (Rural other than Cuttack City), Rs. 487.00 (Cuttack City)
2. The Bidder may participate maximum in two numbers of clusters supported by separate Bid Document along with corresponding EMD/Bid Security and separate cost of tender paper.
3. Engagement of labourers for number of days (subject to a maximum of 26 days in a month) will be need based as per the requirement by in charge officer. It may be changed if the workers called for on holidays on urgency basis, with the approval of GMTD, Cuttack. Payment will be made on actual working day basis.
4. Minimum 0 (Zero) to Maximum no. of unskilled labourers (as mentioned in Column – 3 above) to be provided in any cluster by the contractor on any working day during each month as and when required by the Site Engineer /Engineer In charge. At emergency/urgent requirement, the manpower may be increased with the approval of the GMTD, Cuttack.
5. The amount stated above are approximately estimated and BSNL reserves the right to vary the amount to the extent of -25 % to +25 % of specified amount at the time of award of the contract without any change in approved price & other terms & conditions.
6. Each cluster will be treated as individual tender and can be finalized individually independent of other, for which each cluster has been given an independent NIT Number.

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-III

SCHEDULE OF LABOUR RATE

The (i) *Wage rate* of unskilled labourer, (ii) Employer's (Contractor's) share of *EPF contribution* and (iii) Employer's (Contractor's) share of *ESI contribution* to be paid to the contractor (Bidder) excluding GST (which will be paid by BSNL to the contractor extra as applicable) for providing each unskilled labourer for one day by the bidder will be in accordance with per day wages fixed for each unskilled labourer by Dy. Chief Labour Commissioner (C), Bhubaneswar from time to time during the period of contract and the same will be as under.

The (iv) Employer's (Contractor's) share of *service charge* for providing **per day** per unskilled labourer will be in percentage rate of amount under column No-3 against Sl. No-1 of the following table during the period of Contract.

Sl	Description	Amount (in Rs.)
1	2	3
1	Daily wages of one unskilled labourer w. e. f. date 01.04.2019 onwards as prescribed by Dy. CLC(C), Bhubaneswar. (wage component)	Rate per day per Unskilled labourer: City Area : Rs. 487.00 (only for Cuttack city) Rural Area : Rs. 390.00 (Rest of area in SSA)
2	Employer's (Contractor's) share of EPF contribution for per day per unskilled labourer @12%+ 0.50% as administrative charges of EPF Deptt. + 0.50% as EDLI Charges of EPF Deptt. = @ 13 % of amount under column No-3 against sl. No-1 of this table. (EPF component)	City Area : Rs. 63.31 Rural Area : Rs. 50.70
3	Employer's (Contractor's) share of ESI contribution for per day per unskilled labourer @ 4.75% of amount under column No-3 against Sl. No-1 of this table. (ESI component)	City Area : Rs 23.13 Rural Area : Rs 18.53
4	Employer's (Contractor's) service charge for providing per day one unskilled labourer in percentage of amount under column No-3 against sl. No-1 of this table (ie., Rs. 487.00 for City Area and Rs. 390.00 for Rural Area).	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: - 1. The rate of per day wages during the period of contract will be as per the rates communicated by the Dy. Chief Labour Commissioner (C), Bhubaneswar from time to time.

2. The Employer's (Contractor's) share of *EPF contribution* and Employer's (Contractor's) share of *ESI contribution* to be paid to the contractor (Bidder) will be based on the rates referred to at Note-1 above.

3. The above mentioned amounts shown under Column No.3 against sl. No.1, 2 & 3 of above table and approved L-1 percentage service charges of the successful bidder against Sl.No.4 for this tender will be allowed to change automatically with the change of VDA in every six months in accordance with per day wages to be revised by Dy. Chief Labour Commissioner (C), Bhubaneswar. This change of rate of system will be applicable till completion of tender period.

4. The above principle will be applicable to Semi Skilled/Skilled labourer, if called at any time on requirement basis, with the approval of GMTD, Cuttack.

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-IV
SCOPE, SPECIFICATION & JOB DESCRIPTIONS

The tender is called to perform the following works for maintenance of external and internal plants of all different telephone exchanges (such as Main / RLU/ RSU Exchanges) of the respective concerned cluster strictly as per the instructions of concerned SDOTs/SDOPs/SDEPs and other BSNL authorities in the Telecom District.

The details of specifications and job descriptions are as below:

I. Maintenance of Internal Plant

a) Cleaning of Exchange Floor Area - Equipment Rooms, Corridors & Office Rooms etc:

The contractor will have to depute cleaning personnel for carrying out cleaning of floor area of equipment rooms, corridors, office rooms, toilets etc. on daily basis.

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

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

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

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

d) Wiring / Jumpering: -

The contractor shall supply personnel for assisting exchange staff in Wiring / Jumpering at MDF for telephone lines (depending upon the requirement) in the respective exchanges. The no of wiring /Jumpering may vary from time to time as per actual requirement. The contractor has to deploy the work force accordingly and to carry out the same under the guidance / supervision of the concern SDEs / JTOs / TTAs who are to provide the tools and store for the same.

e) Carrying / Delivering of Dak, Jumper Slips / Advice notes Daily dak, jumper slips / advice notes etc. are to be carried / delivered to & from the respective units from main / RLUs/RSUs exchange and also to Door Sanchar Bhawan from Telephone Bhawan and vice-versa. The contractor has to deploy the work-force accordingly and to carry out the same under the guidance / supervision of the concerned SDEs/JTOs/TTAs and to keep record in the respective DAK Register.

f) Carrying / delivering of faulty /repair cards, Testing Equipment Weekly once Carrying / Delivering of faulty / repaired cards, Testing Equipment etc. to / from respective units. The contractor has to deploy the work-force accordingly and to carry out the same under the guidance / supervision of the concerned SDEs/JTOs/TTAs and to keep record in the respective movement register.

g) Assistance in Testing:- Assistance to technical staff is required for testing of subscriber lines and junctions, equipment (Switching/OFC/MUX/WLL) and also PCM Streams on daily basis. The number of testing of subscriber lines / junctions etc may vary as per actual requirement. The contractor has to depute experienced workers for this purpose and to keep record of the same in the respective testing register.

h) Helping in watching / monitoring of various technical systems such as RLU, RSU, BTS, SWR, Bty. & PP, E/A, Window/Split-Type AC Units, different transmission units, office, operation and running of engine alternator set during mains failure etc.

- a. Collection of diesel / Mobil for E/A sets.
- b. Filling of fuels in tanks.
- c. Checking of Mobil and diesel level before running of E/A sets.
- d. Cleaning of E/A Sets and engine rooms etc.
- e. Checking of battery set and its charger unit for E/A set.
- f. Running of window / split Type AC provided at exchanges.
- g. Updating related records / history sheets.
- h. Monitoring of electrical panels, AVR etc.
- i. Observation / checking of 3-Phase AC Supply and keeping / recording its data.
- j. Passing information to all concerned regarding any abnormal behaviors of the Units.
- k. Contacting Electrical Sub-Station / Control Room during mains AC failure to know about duration / reason of failure and also regarding HIGH / LOW /NO voltage of three-Phase Supply.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- l. Operation of fire-fighting Appliances at the time of any electrical/ fire hazards.
- m. Collection of electricity Bill / Cheque and its payment.
- n. Recording of room temperature.

The above activities are to be carried out as per requirement of the concerned in charge of the respective units and in his supervision and are to be required to be attended to round the clock daily.

2.Maintenance of External Plant

The activities in maintenance of External Plant cover the following:

- i. Provision and Shifting of Telephone, Broadband, WIMAX, WLL, ISDN, Fiber to the Home (FTTH) etc.
- ii. Providing Lease Lines & Data Circuits.
- iii. Removal of line fault, cable fault in stipulated time.
- iv. Maintenance of Lines & Wires, Cable, Lease Line & Data Circuit.
- v. Helping the Transmission / Exchange staffs at the time of attending faults.
- vi. Digging underground /OFC faulty cable routes, laying cable, back filling the route to attend the fault.
- vii. Drawing of drop wire/ low gauge cable for providing New Telephone Connection (NTC)/ Shifting.

Details of the works of the tender for related to External Plant maintenance works of local telephone networks of all local telephone exchanges including digging and refilling of local cable fault pits by required variable number of unskilled labourers on day basis to be engaged by the contractor on each working day as and when required during each calendar month in respective concerned cluster under the jurisdiction of concerned site engineer of Cuttack Telecom District individually & separately.

The contractor has to deploy the permissible number of unskilled labourers on each working day which will be in variable numbers on each day during each calendar month as per actual requirement of concerned site engineer and as per tender to carry out all the works related to all external plant day to day maintenance requirements for all local telephone networks under the jurisdiction of respective concerned site engineer and under the guidance / Supervision of concerned SDOs/JTOs/TTAs/Line staffs who are to provide the tools and stores for the same.

1. The faults in telephone lines/ Broadband/LL/Data Ccts are to be removed / restored within **24 hrs**, if the fault persists in the line network (within D.P. to Subscribers instrument). The work includes tracing, locating & replacement of faulty EPBT & SSDW/ wires & accessories (Including posts) where ever required, operate Tests with subscriber & Telephone exchange & closing of Dockets.
2. In case the fault is due to U.G. local Cable Network, the same should be restored within **2 days**. Temporary Joints is allowed for the purpose. However the joints should be made permanent within 7 days.
3. Different lengths of drop wire are to be drawn for replacement of faulty drop wire in rural and urban areas. Drop wires are to supplied by the BSNL and it should be drawn as per the departmental procedure.
4. Digging of trenches for local cables, laying of U/G local cables inside the trenches and then refilling the local cable trenches will be done by the unskilled labourers provided by the contractor to the site engineer.

As per the requirement in the field, digging of local cable trench and laying of local cables is to be made as per direction of SDO/JTO/Line Staffs for restoration of local cable networks for removal of long pending cable faults of subscribers.

The contractor has to take the required stores from the SDO's Store Depot to the site at his expense by giving requisition, and at the end of work the balance store materials are to be returned to SDO's store with acknowledgement on his expense.

5. Digging of local cable fault Pits for Maintenance Purpose.

Read, understood , complied & agreed

Signature & seal of bidder with Date

Digging of local cable fault pits of different sizes are required to be made by the unskilled labourers to be provided by the contractor for attending local cable faults at different places and to refill all the local cable fault pits after the work is completed.

Care should be taken during digging of local cable fault pits for attending local cable faults, so that properties of other Govt. departments./ Private bodies (for example- PHD Pipe lines, Electricity cables, and other operator's cable Networks etc.) should not be damaged. In case of any damage of such property, the contractor should take the responsibility and restore the corresponding property at his cost up to the satisfaction of the respective bodies. The contractor will be fully responsible for payment of any type of compensation to be paid to other parties due to above accounts.

6. Jointing of local Cables

- i. Joints of cables are to be done as per the requirement for restoration of local cable faults.
- ii. Different sizes of local cables are to be attended by the man power supplied by the contractor.
- iii. Care should be taken during jointing of local cables that good pairs should not be damaged & wrong connection of pairs should not be occurred.
- iv. All the materials for jointing of local cables will be supplied by the BSNL.
- v. After jointing of local cables, all the pairs are to be tested and no loss of any pair of local cable will be allowed. Penalty will be imposed for loss of pair as per departmental rules.
- vi. The workers of the contractor should return the balance & replaced material / equipment to the concerned supervisor on completion of the specific work along with the tools issued to them failing which the contractor will have to compensate the loss, as decided by the competent authority.
- vii. These activities are to be carried out as per requirement of the concerned site engineer of the cluster i.e. re-arrangement of U/G cable / Pillars / DPs etc.

7. Telephone Posts are to be maintained properly and the DPs should also be maintained properly and are to be dressed at regular interval of time as per instruction of site engineer concerned of the cluster.

8. Watch & ward of Telecom Network

9. Any Other works.

In addition to all the above works described, all other works related to external plant day to day maintenance in respect of any local telephone exchange under jurisdiction of respective concerned SDOTs/SDOPs/SDEPs as per actual requirements by the SDOTs/SDOPs/SDEPs of the cluster must also be done by the unskilled labourers supplied by the contractor.

AGMs/SDOPs/SDOTs/JTOs will issue the work order for all the above works on monthly basis and the same should be completed strictly as per their instructions. All the store materials required for the works will be supplied by BSNL.

SECTION-V

INSTRUCTIONS TO BIDDERS & CONDITIONS OF TENDER

1. TERMS:

- 1(a) "BSNL" or "The Nigam" or "The Tendering Authority" means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) acting on behalf of the President of India and represented by the General Manager Telecom District, Cuttack.
- 1(b) "The Bidder" means the individual or firm who participates in this tender & submits its bid.
- 1(c) "The Work Order" means the order placed by the BSNL on the Bidder signed by the Engineer-in-Charge of BSNL including all attachments & appendices thereto and all document incorporated by reference therein. The work shall be deemed as "Contract" appearing in the document.
- 1(d) "The Contract Price" means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.
- 1(e) "Site Engineer" means the concerned Sub-Divisional Officer (Phones) or Sub-Divisional Officer (Telegraphs).
- 1(f) "Engineer In-Charge" means the controlling DE/AGM of respective Site Engineer of this Telecom District who is designated as the "Engineer in-Charge" of respective "Site Engineer".
- 1(g) "E-Tender Portal" means the website "www.tenderwizard.com/BSNL" of M/s ITI Limited who is providing e-Tendering solution to BSNL.
- 1(h) "ETS" means the Electronic Tendering System through the e-Tender Portal.
- 1(i) "Customer ID" means: - An ID to be created by each bidder at marketing section to enable to BSNL for receiving of tender document fee & EMD.

2. SERVICES TO BE PROVIDED

Cluster No.	Name of SDOT/SDOP/SDEPs (Location)	No. of unskilled labourer reqd
1	SDOT-Paradeep	32
4	SDOT Athagarh	23
6	SDOT Dhanmandal	24
8	SDOT Jajpur Town	25
13	SDOT Salipur	24

Note:- The above figure is variable depending on requirement from time to time. So, it may be increased / decreased if required.

3. ELIGIBLE BIDDERS

As per clause-5 of DNIT, Section-1

(The individual/firm/company black listed by BSNL can not participate in the tender)

4. COST OF BIDDING

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

5. BID DOCUMENT

Bid document includes the following Sections:

Sl. No	Description	SECTION NO.
1	NOTICE INVITING TENDER	I
2	CLUSTER WISE NUMBER OF UNSKILLED LABOURERS, EMD/BID SECURITY, TENDER PAPER COST & EXPERIENCE	II
3	SCHEDULE OF LABOUR RATE	III
4	SCOPE, SPECIFICATION AND JOB DESCRIPTION.	IV
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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 14 days of last date of the submission of bids**. 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

- a) The details of documents to be submitted through online in e-Tender Portal are as detailed at **Section VII**. If any one of the above items required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage.
- b) Documents in original should be submitted for verification as required by the Tendering Authority.
- c) The bidder will verify the genuineness and correctness of all documents and certificates including experiences/performance certificates, submitted by the bidder or any other firm /associates before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.
- d) As per the requirement of the 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/SD) 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/individual. In case contract has already been awarded to the bidder, then PBG/SD 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/individual. An undertaking to this effect should be submitted by the bidder as per format at **Annexure-J of Section-VIII**.

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

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 20.05.2019 to 10.06.2019 twhelpdesk404@gmail.com
BSNL Contact-1	Sri A.K. Giri, AGM (NW-PLG-CFA) O/o GMTD Cuttack Tel.No.0671-2304440, Mob.No. 9437082288 between 10:30 hrs to 17:00 hrs from 20.05.2019 to 10.06.2019

9. PREPARATION OF BID DOCUMENTS – TECHNICAL BID & FINANCIAL BID

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

10. BID FORMS

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

11. BID PRICE

The bidder shall quote rates as per schedule given in **Section VI.**

12. COMPLIANCE

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

13. A. BID SECURITY/EMD

- a) The bidder must deposit the amount as Bid Security vide **Section –II** for the respective Clusters opted for. The Bid Security shall be submitted in the form of Demand Draft purchased after the date of NIT. The bid security/EMD shall be in the form of crossed DD/FDR of amount as stated in **Section II** from any Nationalized / Scheduled bank drawn in favour of AO (Cash), O/o GMTD BSNL Cuttack payable at Cuttack. The payment can also be made through online banking/RTGS/NEFT, as **per clause 2(a) of Section-I.**
- (b) The successful bidder's bid security will be released only on receipt of their LOI, furnishing required performance bank guarantee/FDR and signing the agreement.
- (c) The Bid security of unsuccessful bidder will be discharged / returned as early as possible within 30 days time of the finalization of the tender or expiry of bid validity period.
- (d) **A BID WITHOUT BID SECURITY SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.**
- (e) **The MSME bidders are exempted from payment of bid security**
 - i) A proof regarding valid registration with body specified with ministry of MSME like DIC, NSIC, KVIC etc for the tendered items will have to be attached alongwith the bid.
 - ii) The enlistment certificate issued by MSME bodies should be valid till the date of opening of tender.

B.FORFEITURE OF BID SECURITY/EMD

The Bid Security/EMD may be forfeited

- If the successful bidder backs out to accept the tender and/or does not deposit the Performance Security Deposit @ 5% of estimated costs of tender, or,
- The successful bidders do not come for execution of agreement after deposit of performance security deposit within the scheduled time;
- withdraws his bid during the period of bid validity specified by the bidder in the bid form;

14. FORMAT AND SIGNING OF BID

14.1. The bidder shall submit his bid, online (in case of e-tendering) & through sealed envelopes physically (in case of tenders with manual bidding process), complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature (in case of e-tendering) & by hand signatures (for manual bidding process), by the authorized person. **The letter of authorization shall be indicated by written power-of-attorney (original) accompanying the bid.**

Note:-The Purchaser may ask the bidder(s) to supply, besides original bid, additional copy of bids as required by him.

14.2. 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 person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

Read, understood , complied & agreed

Signature & seal of bidder with Date

14.3 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney to be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.
- (e) Original 'Power of Attorney' in case person other than tenderer has signed the tender documents.

15. PREPARATION & SUBMISSION OF BIDS

I) Contents of the Bid:

The bid contains three parts –

Part A: The First Part (Envelope) should contain

- I. Crossed DD towards EMD/ Bid Security/FDR as per **Clause 2(a) of Section –I(A) and Section II**
- II. Crossed DD towards cost of tender document as per NIT.
- III. Power of attorney in original (If applicable) .
- IV. Proof of exemption in cost of tender document and EMD.

Note:

- i. [This Envelope containing the original DDs (For EMD & Cost of tender paper) and original Power of Attorney (if applicable)] with superscription “Tender for providing manpower for carrying out different maintenance works in Cuttack SSA of cluster No. 1, 4, 6, 8 & 13 for the year 2019-20, NIT No. PLG/GC-17/2019-20 Cluster No.....” addressed to **AGM (NW-PLG-CFA) O/o GMTD, Cuttack should reach, Doorsanchar Bhawan, 1st Floor Room No-208, O/o G.M.T.D, Cuttack Link Road, Cuttack-753012** by Registered/ Speed Post or by dropping in the Tender Box available in the **Room No. 208** of above address.
- ii. The scanned copies of the crossed DD/FDR towards BID security (EMD), crossed DD towards cost of bid document & Power of attorney (If applicable) have to be uploaded in the e-Tender Portal of M/s ITI along with the particulars of DD.
- iii. In case the payment of tender document fee & EMD is made through e-payment, the power of attorney in original (if applicable) shall be submitted as above.

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

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

II. SUBMISSION OF BIDS:

- a. All the clauses of the bids must be complied with and price bids must be quoted online by the bidders before the locking/closing time.
- b. Scanned documents wherever necessary are to be uploaded in the appropriate places of the document.
- c. **The bidder shall upload separate set of bid documents downloaded from e-Tender Portal against each individual bid offer against different cluster.**
- d. One Bidder can bid maximum [**two clusters**] through the user-id allotted to him by M/s ITI in e-Tender Portal along with requisite Earnest Money Deposit (EMD)/FDR and cost of Tender Paper.
- e. If any one of the document required to be uploaded is found to be wanting, the concerned bid shall be rejected at the opening stage itself.
- f. 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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

16. LATE BIDS, MODIFICATIONS AND WITHDRAWAL OF BIDS

- 16(a). After the Locking Time, no bidder can submit the bid.
- 16(b). The bidder may withdraw his bid after submission prior to the deadline prescribed for submission of bids. The bidder's withdrawal shall have to be online and digitally authenticated.
- 16(c). No bid shall be modified subsequent to the deadline for submission of bids as above.

17. BID OPENING AND EVALUATION

- 17(a). Financial bids & Technical bids shall be submitted by the bidder at the same time. The bids will be opened in two stages. The Tendering Authority will open the technical bids in the presence of bidders or their authorized representatives on the due date as noted in NIT. The bidder or one of his authorized representatives shall be permitted to attend the bid opening. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening as per **Annexure G in Section VIII**. The bidders can view the opening details after the Tendering Authority opened them.
- 17(b). The bidder or his representative, who is present, shall sign in tender opening register
- 17(c). The date fixed for opening of bids, if subsequently declared as holiday by BSNL, the revised date of schedule will be notified in the e-Tender Portal. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.
- 17(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.
- 17(e). Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.

18. PLACE OF OPENING OF TENDER BIDS

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at "**Room-208, 1st Floor, Door Sanchar Bhawan, Link Road, Cuttack-753012**", where BSNL's Tender Opening Officers would be conducting through online e-Tender as noted in NIT. If due to administrative reasons, the date and venue of e Bid opening is changed, same will be displayed prominently in the notice board of the e-Tender Portal.

19. PRELIMINARY EVALUATION

- 19(a). Tendering authority shall evaluate the bids to determine whether they are complete in all respects, whether any computational errors have been made, whether required sureties have been furnished etc.
- 19(b). Prior to the detailed evaluation, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents.
- 19(c). For purposes of these clauses, a substantially responsive bid is one, which 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.
- 19(d). A bid, determined as substantially non-responsive will be rejected by the Tendering authority and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity. The tendering authority shall not be bound to show the reasons/causes of rejection of the bid.
- 19(e). The Tendering authority may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

20. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
- 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.

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- If the supplier does not accept the correction of the errors, his bid shall be rejected.
- L-1 will be evaluated cluster wise considering only the substantially responsive bids.
- The evaluation and comparison of substantially responsive bids shall be done on the basis of percentage rate of amount of wages per day (both for urban and rural areas) as on 01.10.2016 quoted/offered as service charge by the bidder as per Section VI.
- The evaluation and comparison of substantially responsive bids shall be done on the basis of gross total of all items
- 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.
- If any cluster is found to be vacant (No bidder is eligible or no bidder applied) then GMTD Cuttack reserves the right to allot the vacant cluster to other willing bidder (Subject to maximum of two clusters per bidder).

21. CONTACTING THE TENDERING AUTHORITY

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

22. AWARD OF CONTRACT & CONTRACT PERIOD

- 22(a) 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 in conformity with **Section 22(d)** of this Section. The tendering authority shall have the right to keep more than one contractor.
- 22(b) The work against the tender **is for two year's** requirement and the terms and conditions of this tender shall be operative for a period of two year from the date of signing of agreement between the BSNL and the Contractor.
- 22(c) The rates agreed upon shall be valid for a period of two year from the date of signing of agreement. The agreement will be normally for two year and can be extended on same approved rates and same terms & conditions for another one year.
- 22(d) **Performance Security Deposit (PSD):** The Bidders shall furnish Performance Security Deposit in the format at **Annexure – F of Section VIII** for an amount of 5% of the estimated cost of the tender for each individual cluster separately, in the form of Bank Guarantee/Fixed Deposit Receipt from a Nationalized/ scheduled Bank for a period of **three years** in favour of A.O. (Cash), BSNL, O/o G.M.T.D., Cuttack payable at Cuttack as awarded by the GMTD, Cuttack. The PSD is to be deposited within 14 (Fourteen) days from the date of receipt of letter of acceptance or letter of intent failing which their EMD or bid security may be forfeited and tender may be cancelled.
- 22(e) **The Performance Security Deposit may be forfeited in part/ whole in case of:**
- The successful L-1 bidder does not execute agreement as per tender condition or unsatisfactory service by the contractor.
 - Theft or misappropriation of articles of BSNL by the employees of contractor.
 - Damage caused to the BSNL's assets and damage / loss to store issued to any employee(s) of the contractor.
 - Withdrawal of the successful tenderer from the contract before its expiry without giving proper notice as specified in the tender terms and conditions of this tender document.

23. 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 from 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

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work order, then the amount of bid security (EMD) shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

24. PREPARATION & SUBMISSION OF BILL

On completion of each month, subject to satisfactory completion of the work awarded, the contractor shall submit the bill in triplicate through the concerned Sub-Divisional Officer by 15th of the following month. It shall be responsibility of the controlling officer to ensure that all the requirements are fulfilled at the time of certifying the bill. The countersigning authority shall check that all the documents as mentioned below are invariably attached to the bill before countersigning. Otherwise the bills will not be forwarded to this office. The bill should invariably accompany the following.

- i. Copy of attendance sheet for the month for which the bill is claimed.
- ii. Copy of the muster roll indicating receipt of wages by each worker duly countersigned by the controlling officer of having disbursed the said amount in his presence/e-payment for the month for which the bill is claimed/the amount has been paid through the workers Bank Account.
- iii. E-payment receipt from bank/Certificate from Contractor that payment of wages was debited from his (contractor's) account on _____ (date).
- iv. A list of workers engaged against the work order each month.
- v. The payment of GST should be uploaded in the GSTIN Portal as per Govt. Norms.
- vi. The copy of receipt/challan towards payment of EPF, ESI etc along with list of workers indicating the EPF/ ESI code, amount etc against each unskilled labourer(beneficiary), for the previous month.
- vii. Copy of the Work Order issued by concerned SDO.
- viii. List of labours along with bank A/c No., EPF A/c No. ESI A/c No
- ix. The details of work performed in quantity in the units/sub units to be recorded in a register by concerned JTO/SDO. The same copy duly countersigned by concerned AGM, to be submitted alongwith bill.

The passing authority will also ensure proper checking of above items before sanction.

25. (A) DISPUTES IN TENDER FINALIZATION:

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

25 (B) DISQUALIFYING CLAUSE:

The BSNL reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with the BSNL. The terms and conditions enumerated above shall be binding and the bidders shall have to accept them in writing along with tender. The GMTD, Cuttack reserves the right to vary the quantity of number of unskilled labourers to be provided by contractor against each respective cluster as per actual requirement in the field from time to time.

26. The BSNL reserves the right to award work to more than one contractor in any cluster in exigency of service. However, the quantity of work may vary on contractor to contractor at any given point of time.

27. Termination of Contract by BSNL

- a. The GMTD, Cuttack may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such items without any compensation whatsoever to the contractor.
- b. BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts by giving **two months** notice in writing to the service provider if the contractor fails to provide unskilled labourers within the period specified in the contract or any extension thereof granted by BSNL.
- c. If the contractor fails to perform any other obligation (s) under the Conditions of the contract.
- d. All instruction, notices & communication etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post ,these would have been delivered to the service provider.
- e. Notwithstanding anything contained herein, BSNL reserves the right to terminate the contract at any stage or time during the period of contract, by giving **two months** notice in writing without assigning any reason and without incurring any financial liability whatsoever to the service provider.

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- f. The GMTD, Cuttack may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled for payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or while of material, machinery and other equipment for use in or in respect of the work.
- g. In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work/operations concerned to the respective SDOs/SDEs or as directed by BSNL authority.
- h. BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

28. OTHER CONDITIONS

- a. The contractor shall not assign or sublet the work to any other person or agency without the prior written approval of GMTD, Cuttack.
- b. For any attempt or negotiations directly on the part of the tenderer with the authority to whom he has submitted the tender to influence the BSNL by any means, the acceptance of the tender will be liable for exclusion from consideration.
- c. All materials supplied to the tenderer will always be the sole property of the BSNL even when they are under the safe custody of the tenderer. Any damage or loss is to be made good by the Contractor on actual cost basis.
- d. The BSNL for execution of contract works will supply no manpower. The tenderer should make his own arrangements for the workmen required upto maximum permitted limit against each cluster in number on any working day during each month as per actual requirement by concerned site engineer for execution of contracted work.
- e. The successful tenderer should make his own arrangements to execute the work without interruption on any account.
- f. The BSNL is not liable to pay for additional works carried out without prior sanction of GMTD, Cuttack. The BSNL will not be liable for any additional works, which have not been provided for in the work order or estimate but carried out by the contractor without prior written sanction of the GMTD, Cuttack.
- g. The BSNL will pay no advance of any kind.
- h. The GMTD, Cuttack reserves the right to impose any other conditions, if necessary, at any time during the validity period of the tender.
- i. If the contractor fails to carry out work with the expected speed and standard, the contract will be terminated & no work will be awarded.
- j. While carrying out work for any existing exchanges within concerned cluster, the contractor should ensure least interruption to the working equipment and GMTD, Cuttack is empowered to cancel the tender or impose any penalty including forfeiture of performance security deposit of the contractor for not following the tender's terms-conditions at any time.
- k. All the amenities to the unskilled labourers such as drinking water, washing facilities etc. should be provided by the contractor at his own cost at the work spot as required under Contract Labour (R&A) Act, 1970.
- l. The contractor should take responsibility for safety of all his unskilled workers and the BSNL will not be held responsible for anything during the execution of any kind of contract work.
- m. The tenderer will claim charges only for the quantum of unskilled labourers engaged as permitted through this tender and payment will be made to the contractor's bank account through ERP system
- n. The person/persons deputed for the execution of job should have minimum working knowledge in the respective field and should have good conduct and behaviors. If any irregularity is noticed by supervisor or any representatives of BSNL (SDOs/SDEs), the contractor is liable to withdraw such person(s).
- o. **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.
- p. **Compensation under the Workmen's Compensation Act: -**The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act, 1923 and 1992 for injuries caused to any workman. If such compensation is paid by the BSNL as principal

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employer under Section (I) of the Section 12 of the said Act, such compensation will be recovered from the security deposit or from any pending bill due from the BSNL of the contractor on any account or otherwise.

- q. **Protection of life and property and existing facilities:** - The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect the life of all his unskilled labourers and property of BSNL and of the public from damage or losses resulting from his construction/operations and shall minimize the disturbance and inconvenience to the public.
- r. **Matters to be settled by Arbitration:** -Any question of difference or objections, whatsoever if arises in any way in connection with carrying the contract, the same shall be referred for arbitration to the CGMT, Orissa Telecom Circle, Bhubaneswar or his nominee for arbitration and the decision of the arbitrator will be final.
- s. The tender with abnormal high/low rates are liable for rejection as per decision of BSNL authority.
- t. BSNL will not be responsible for any loss incurred by the contractor in carrying out the contract work.
- u. Taxes will be recovered as per BSNL rules as applicable from time to time.
- v. The Contractor will not claim any permanent absorption of workers to be engaged by him for executing the works for this telecom district.
- w. The EMD of the successful tenderer shall be refunded without interest after completion of execution of agreement on deposit of Performance Security Deposit in case the tender(s) is finalized or within a month if the tender will be cancelled.
- x. The General Manager Telecom District, BSNL, Cuttack reserves the right to go for more than one contractor in order to meet the time schedule for completion of works or otherwise for a specified category of work as deemed fit in the interest of the BSNL, Cuttack. His decision in this respect will be final and binding on all concerned.
- y. In case the approved bidder fails to execute the work at any stage of the contract, the approved bidder of the other cluster in the SSA may be asked to complete the work in the same rate as per the discretion and decision of GMTD, Cuttack till finalization of a new tender. However, the Performance Security Deposit of the defaulted contractor will be forfeited and he may be black listed.
- z. The successful bidder must follow all the labour laws including Minimum wages Act-1948, ESI Act-1948 and EPF & MISC provisions Act-1952.

29. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION

29.1 OBTAINING LICENCE BEFORE COMMENCEMENT OF WORK :-The contractor shall obtain a valid contractor's labour license under the Contract (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, before commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work and contractor will be solely responsible for any penalties to be imposed for violation of any of the above cited acts.

29.2 CONTRACTOR SHOULD FOLLOW THE LABOUR REGULATIONS: -

WORKING HOURS: -

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

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- e) Where a contractor is permitted by the Engineer-in-charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

29.3 DISPLAY OF NOTICE REGARDING WAGES ETC: -

The contractor shall, before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clear and legible condition in conspicuous places on the work spot, notices in English and in local Indian languages spoken by the majority of the workers, giving the minimum rates of the wages fixed under Minimum Wages Act, 1948 the actual wages being paid, the hours of work for such wage to be earned, wages periods, dates of payments of wages and other relevant information.

29.4 PAYMENT OF WAGES: -

- a) The contractor shall fix wage periods in respect of which wages shall be payable.
- b) No wage period shall exceed one month. The wages of every person employed as contract labour by a contractor shall be paid before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable even if the payment is not made by BSNL. The contractor will submit the bill only after payment of wages to all contract labourers.
- c) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- d) All payment of wages shall be made through E-payment to the bank account of individual unskilled labourer by 10th day of subsequent month.
- e) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- f) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the site engineer and Engineer-in-charge under acknowledgement.
- g) It shall be the duty of the contractor to ensure the disbursement of wages by Cash/Cheque in presence of the site Engineer or any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen and certify for the same in prescribed wage register.
- h) The contractor shall obtain from the site Engineer or any other authorized representative of the Engineer-in-charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form :-

"Certified that the amount shown in the column No..... has been paid to the workman concerned "in my presence"/ "through e-payment" on dated....."

29.5 FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES:

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

- i. Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
- ii. Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.
- iii. Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
- iv. Any other deduction, which the Central Government may from time to time, allows.
- v. No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- vi. No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- vii. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

29.6 LABOUR RECORDS: -

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

29.7 ATTENDANCE CARD-CUM WAGE SLIP: -

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

29.8 EMPLOYMENT CARD: -

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

29.9 SERVICE CERTIFICATE: -

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

29.10 PRESERVATION OF LABOUR RECORDS: -

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

29.11 Penalty Clause

- a) In case of failure to provide the labor exceeding 3 days from the date of requisition, a penalty of 5% of the service charge per labor per week will be levied and deducted from the bill.
- b) The contractor should pay the wages to the laborers on or before 10th of the subsequent month whether the payment is made by BSNL or not. Failure to follow the same a penalty of 10% of the service charges per week or part thereof will be levied and deducted from the bill. If the same late payment of wages is repeated for consecutive 3 months in total during a year, action may be initiated to forfeit the security deposit and award of the tender may be cancelled.
- c) The total penalty during a month on the above accounts will not exceed 75% of the monthly service charges.
- d) The bills should be submitted within 10th of every month. **For delay of 1 week 0.2% of total value of service charge** will be deducted from the bill; **for one month delay, 5% of total value of service charge** will be deducted.
- e) However the GM of the district reserves the right to grant any relief of the penalty considering the circumstances on the appeal made by the contractor.

29.12 POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY: -

The labour officer or any person authorized by the Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor in regard to such provision.

29.13 REPORT OF INVESTIGATING OFFICER AND ACTION THEREON: -

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

29.14 INSPECTION OF BOOKS & SLIPS: -

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

29.15 SUBMISSION OF RETURNS: -

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

29.16 AMENDMENTS: -

The Central Government may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations.

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

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

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

As per records mentioned in clause-24 of this section.

- 29.20 The contractor shall comply with all provisions of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour Rules 1971 as amended from time to time. Contractor shall register themselves after receipt of letter of acceptance of the tender with concerned licensing authority as per Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour Rules 1971 as amended from time to time as applicable, and shall commence the actual work only after receipt of labour license from concerned licensing authority under the provision of the Contract Labour (Regulation and Abolition) Act 1970 and Labour Rules 1971 as amended from time to time and continue to have valid labour license until completion of work.
- 29.21 The contractor will ensure compliance of Employees Provident Fund & Misc. provisions Act. 1952 & Employees Provident Fund Scheme 1952 in respect of labourers/ employees engaged by him for performing the works of BSNL, Cuttack.
- 29.22 The contractor or employer must display the following notice at the main entrance of the establishment and its office as per rule No 22 of minimum wages act 1948.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- A. Notice containing minimum rates of wages fixed (in English & Hindi) applicable during that particular month.
 - B. Notice containing abstract from the minimum wages act 1948 & rules made there under (in Hindi & English) during that month.
 - C. Name and address of the Labour Inspector (LEO) (in Hindi & English)
- 29.23 The contractor or employer must maintain the following registers and records without fail since these are required as per minimum wages Act 1948.
- a. The muster roll in form V must be kept and maintained properly at work spot as prescribed in rule 26(5) of minimum wages act, 1948.
 - b. The Register of wages in form X must be kept and maintained properly at work spot as prescribed in Rule- 26(1) of minimum wages act, 1948.
 - c. The register of overtime in form IV must be kept and maintained properly at work spot as prescribed in Rule 25(2) of minimum wages act 1948.
 - d. The Register of fines in form-I must be kept at work spot and maintained properly as prescribed Rule- 21(4) of minimum wages act, 1948.
 - e. The register of deductions for damage or loss in form –II must be kept at work spot and maintained properly as prescribed in Rule- 21(4) of minimum wages act, 1948.
 - f. The wage slips must be issued by the contractor or employer as per Rule 26(2) to all labourers or employees on the last day of each month without fail with contractor's signature and the signature of concerned employee should be taken on each wages slip as an acknowledgement of the concerned employee.
 - g. Acquaintance of employee's must be obtained on wage register and on wage slips as per Rule 26(3) of minimum wages act, 1948.
 - h. Entries in the wage register and wage slips must be authenticated as per Rule 26(4) of minimum wages act, 1948.
 - i. Annual return in form- III for the concerned year must be submitted by the contractor in time to the concerned office of the ministry of labour as required under minimum wages act, 1948.

I have gone through the terms and conditions thoroughly and convey my acceptance in full.

30. RIGHT TO VARY QUANTITIES

BSNL will have the right to increase or decrease up to 25% of estimated cost of each cluster without any change in the service charge rate or other terms and conditions at the time of award of the contract. As a result the estimated cost will also be changed.

31. ANNULMENT OF AWARDS

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

32. PERIOD OF VALIDITY OF BIDS

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

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

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

34. Force Majeure:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to

Read, understood , complied & agreed

Signature & seal of bidder with Date

exist, and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

35. Arbitration:

- In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the CHIEF GENERAL MANAGER Telecom BSNL, Orissa Circle Bhubaneswar or in case his designation changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Chief General Manager BSNL, Orissa Circle Bhubaneswar or by whatever designation such officers may be called. The award of the arbitrator shall be final and binding on the parties.
- The venue of the arbitration proceeding shall be the O/O the Chief General Manager BSNL Orissa Circle Bhubaneswar or such other places as the arbitrator may decide. The following procedure shall be followed.
- In case parties are unable to reach a settlement by themselves, the dispute should be submitted for arbitration in accordance with contract agreement.
- There should not be a joint submission with contractor to the sole arbitrator.
- Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- The onus of establishment his claims will be left to the contractor.
- Once a claim has been included in the submission by the contractor, a modification thereof will be opposed.
- The “point of defence” will be based on actual conditions of the contract.
- Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contracted.

36. Set Off:

- Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by contractor with BSNL.
- In the event of said security deposit being insufficient, the balance of total amount recoverable as the case may be shall be deducted from any such due to the service provider under this or any other contract with BSNL. Should this amount be insufficient to cover the said full amount recoverable, the service provider shall pay to BSNL on demand the balance amount, if any, due to BSNL within 30 days of the demand by BSNL.
- If any amount due to the company is so set off against the said security deposit, the service provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

37. REJECTION OF BID

The bid will be rejected in case of :-

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

38. DEBARRING CONDITIONS

- Sub-contracting of the work will debar and disqualify a successful bidder.
- BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
- The engagement and employment of unskilled labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
- BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

Read, understood , complied & agreed

Signature & seal of bidder with Date

39. NEAR-RELATIONSHIP CERTIFICATE

- 39.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 39.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 39.3. The near relatives for this purpose are defined as:-
(a) Members of a Hindu undivided family.
(b) They are husband and wife.
(c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- 39.4. The format of the certificate is given in Annexure-D of Section-VIII.

40. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will ensure that all the documents and certificates, including experience/ performance and self certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action for rejection of tender/contract & forfeiture of EMD/Performance Security Deposit.

41. COURT JURISDICTION

- 41.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of LOI shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.
- 41.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.
“This Contract/ PO is subject to jurisdiction of Court at Cuttack only”.

42. E-TENDERING INSTRUCTIONS TO BIDDERS

The instructions given below are ITI's e-tender portal centric and for e-tenders invited by the General Manager Telecom District, Cuttack 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 (**Section VII**) 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:

- a. Procure a Digital Signature Certificate (DSC)
- b. Register for Electronic Tendering System (ETS) in e-Tender Portal.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- 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. Requirement payment is to be made in e-payment, as instructed.

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.

The General Manager Telecom District Cuttack 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.

ITI Tender Wizard Help Desk Contact	<i>Shri Sanjib Mohapatra, 09937488749,07377708585, between 10:30 hrs to 17:00 hrs from 20.05.2019 to 10.06.2019 twhelpdesk404@gmail.com</i>
BSNL Contact-1	<i>Sri A.K. Giri, AGM (NW-PLG-CFA) O/o GMTD Cuttack Tel.No.0671-2304440, Mob.No. 9437082288 between 10:30 hrs to 17:00 hrs from 20.05.2019 to 10.06.2019</i>

43. INTIMATION OF CORRECTIONS/MODIFICATIONS TO TENDER DOCUMENT

The correction/modification, if any, in the tender document will be uploaded in the Website i.e. www.odisha.bsnl.co.in and www.tenderwizard.com/BSNL as noted in NIT, which will be treated as final. It is the responsibility of the bidders to visit e-Tender Portal and keep themselves updated regarding amendments/ correction/modification etc.

44. a. 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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

b. 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 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 given in **Clause-8(d)** of this section, for any type of assistance/help, which they may require while uploading the bids.
- c. In the event of Death of the Bidder to whom work is awarded or any other contingency that results in non performance of the contract by the bidder during the period of contract, GMTD Cuttack reserves the full rights to allot those work to any of the selected contractors of other cluster of the SSA at approved rate and conditions of contract.

SECTION-VI

FINANCIAL BID

RATE SHEET (TO BE QUOTED BY BIDDERS)

RATE SHEET

The bidder should quote his service charge in percentage of the amount shown under column No.-3 against Sl. No-1 of Section-III (Schedule of Rates) both in figures & words of per day wages of one unskilled labourer effective from date of commencement of agreement onwards as decided by Dy. Chief Labour Commissioner (C), Bhubaneswar.

During validity period of the tender, the per day wage of one unskilled labourer and the Wage rate of unskilled labourer, Employer's (Contractor's) share of EPF contribution and Employer's (Contractor's) share to be paid to the contractor (Bidder) excluding GST charge is automatically allowed to be changed w. e. f. dated 1st April and 1ST October of each year as per revision of wages by Dy. C.L.C. (Central), Bhubaneswar. The above revision in per day wages will be strictly as per decisions and circulars of Dy. C.L.C. (Central), Bhubaneswar only.

CLUSTER	Service Charge rate in % of wage component as in SEC-III excluding GST charge.	
Cluster No.	In figure	In words

Place : _____

Signature of the Tenderer _____

Date: _____

Name of the Tenderer _____

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-VII
CHECK LIST OF DOCUMENTS

The following documents (scanned copy) are required to be submitted through e-Tender Portal

Sl No.	Description	Reference	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
			Y	N	NA
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 of Registration of firm/company (if applicable)				
3	Self-Attested Photo copy of PAN Card and uptodate IT return				
4	Valid GSTIN registration & latest return of GSTR-1				
5	Self-Attested Photo copy of Experience Certificate as per NIT.				
6	Self Attested Photo copy of DD/ the receipt of online banking/RTGS/NEFT towards cost of Tender Paper				
7	Self attested Photo copy of DD/ the receipt of online banking/RTGS/NEFT towards cost of EMD/Bid Security				
8	Self-Attested Photo Copy of valid EPF registration certificate.				
9	Self-Attested Photo copy of valid ESI Registration Certificate.				
10	Self-Attested Photo Copy of the uptodate payment challan for EPF and ESI				
11	Self-Attested Photo copy of valid Labour license issued by Central Labour Commissioner				
12	No near relative certificate duly filled in and signed	Section-VIII Annexure-D			
13	Scanned copy of Letter of Authorization to Tender Opening Event (TOE)	Section-VIII Annexure-G			
14	Tenderer's profile duly filled in	Section-VIII Annexure-I			
15	Self-Attested Photo copy of "Power of Attorney" as per clause 14.3 of Section-V				
16	Self attested copy of memorandum article/ partnership deed/affidavit/proprietorship (which is applicable).				

Cont.

Read, understood , complied & agreed

Signature & seal of bidder with Date

Sl No.	Description	Reference	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
			Y	N	NA
18	Declaration of Non - tampering of tender document duly filled and signed.	Section-VIII Annexure-B			
19	Declaration for Downloading the tender Document duly filled and signed.	Section-VIII Annexure-E			
20	Bid form duly filled and signed	Section-VIII Annexure-I			
21	Clause by clause compliance duly filled and signed	Section-VIII Annexure-C			
22	Check list duly filled in	Section-VII			
23	Undertaking regarding genuineness of the documents/information duly filled and signed	Section-VIII Annexure-J			
24	Master Vendor Form (in case of new bidder)	Section-VIII Annexure-K			
25	Undertaking to submit labour license for those many number of labourers for which he will be awarded, within two months from issue of work order, if he does not possesses the license of such number of labourer	Section-VIII Annexure-L			
26	Creation of customer ID	Section-VIII Annexure-M			

Note:- 1 All corrections and overwriting must be signed with date by the tenderer or his authorized representative.

2. The bidder has also to ensure if he has filled the quoted price for the cluster applied for, in excel format in the appropriate place of the e-tender portal.

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-VIII

LIST OF ALL TYPE OF FORMATS FOR DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES

Sl No	Format Name
1	ANNEXURE-A: AGREEMENT (Sample Format)
2	ANNEXURE-B: DECLARATION OF NON TAMPERING OF TENDER DOCUMENT
3	ANNEXURE-C: DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE
4	ANNEXURE-D: NO NEAR RELATIVES CERTIFICATE IN BSNL
5	ANNEXURE-E: DECLARATION FOR DOWNLOADING THE TENDER DOCUMENT
6	ANNEXURE-F: PERFORMANCE BANK GUARANTEE (BOND FORM)
7	ANNEXURE-G: LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
8	ANNEXURE-H: TENDERER'S PROFILE
9	ANNEXURE-I: BID FORM
10	ANNEXURE-J: UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED
11	ANNEXURE-K: VENDOR MASTER FORM
12	ANNEXURE-L: UNDERTAKING TO SUBMIT LABOUR LINCENCE
13	ANNEXURE-M:- CREATION OF CUSTOMER ID

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-A
AGREEMENT FOR PROVIDING MANPOWER FOR CARRYING OUT DIFFERENT MAINTENANCE WORKS OF CLUSTER NO. 1,6,8&12 IN CUTTACK SSA

An Agreement made on the _____ between GMTD Cuttack hereinafter called the BSNL to the context include his successors and assignees on the one part and _____, having his/its residence/Office _____ (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: Provision of Manpower for carrying out different maintenance work in Cuttack Telecom District related to External and Internal Plant maintenance works, including provision NTCs, Shifting, Broadband connections of local telephone networks of all local telephone exchanges including digging and refilling of local cable fault pits, day to day maintenance of Telephone Exchanges and SDO/DET Offices by required variable number of unskilled labourers on day-to-day basis to be engaged by the contractor on each working day as and when required on need basis during each calendar month in respective concerned cluster under the jurisdiction of concerned site engineer of Cuttack Telecom District individually & separately. Details of Scope, Specification and Job Description is as per the details given in **Section-IV** in the original tender document.

Vide Tender No..... dated -.....

And whereas the contractor is ready and willing to execute the said works in accordance with contract as per different terms – conditions of the tender document vide Tender No as mentioned above

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

1. The tender notice, Terms and conditions, Tender schedule etc as per tender document vide Tender No dated - , Cluster 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.
2. In consideration of the payment to be made to the Contractor for the works to be executed by him, the contractor hereby conveys the BSNL that the contractor shall in accordance with the tender document do provide the required labourers, execute and complete the said works and shall perform all other acts, deeds, comments and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms- conditions of the tender.
3. The party at second part called as " Contractor" also declares that none of his/her relatives i.e Wife, Husband, Parents, Grandparents, children and Grand Children, Brothers, Sisters, Uncles, Aunts and cousins and their corresponding in-laws is working as an officer or an official in BSNL in Orissa Telecom Circle.
4. In consideration of the due provisions, execution and completion of the said works, the BSNL hereby agrees with the Contractor that the BSNL will pay to the Contractor the respective amounts for the works done by the contractor such sum(s) as may become payable to the contractor under the provisions of the contract agreement.
5. The contract will be in force for one year with effect from to and can be extended another one year.
6. That the contractor hereby undertakes to follow all necessary labour rules including minimum wages act, 1948 issued by the Govt. of India from time to time.
7. The contractor hereby under takes that the labourer deployed by him will ensure to maintain Industrial, harmony and discipline in the area of operation and also should maintain strict attendance and carryout the allotted works sincerely.
8. The contractor hereby under takes that a formal deployment letter to the labourer will be issued by him stating the points which the labour has to follow during the period of deployment after the signing the agreement.
9. Performance Security Deposit of Rs.....is furnished below:-

Read, understood , complied & agreed

Signature & seal of bidder with Date

Performance Security Deposit for Rs..... is furnished through of Bank Guarantee/
DD No. Dt..... of (bank)and it is valid upto Dt.....

10. The approved rate is _____ (in %) per unskilled labourer per day.

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

Signature of the Contractor

Signed and delivered

Name/Address of the Contractor

for and on behalf of the

Bharat Sanchar Nigam Limited.

In the Presence of witness:

1. Signature:

1. Signature:

Name/Address:

Name/Address:

Designation:

Designation:

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-B

Declaration of Non tampering of tender document

I, Sri/Smt/M/s _____ (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website www.odisha.bsnl.co.in or www.tenderwizard.com/BSNL or <https://eprocure.gov.in/cppp> and I have checked up that no page is missing and all pages as per the index are available and no addition/deletion/correction/tampering has been made in the tender document. In case at any stage, it is found that any addition / deletion / correction has been made, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Place: _____

Date: _____

Signature of bidder/Authorized Signatory

Name of the _____

Seal of the bidder: _____

ANNEXURE-C

DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE

I _____ (authorized signatory)

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

Place : _____

Signature of the Tenderer _____

Date: _____

Name of the Tenderer _____

ANNEXURE-D

NO NEAR RELATIVES CERTIFICATE IN BSNL

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

DECLARATION

I/We _____ S/o _____
_____ resident of _____

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

Signature of the bidder _____

Name : _____

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

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

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

Signature of the bidder _____

Name : _____

(Capacity in which signing)

Place:

Date:

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-E

Declaration for Downloading the tender Document.

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

Date: _____ Signature of Tenderer _____

Place: _____

Name of Tenderer _____

(Along with date & Seal)

ANNEXURE-F

Proforma for Performance Bank Guarantee

(To be typed on Rs.100/- non-judicial stamp paper & for the period 3 years)

Dated:.....

Sub: Performance guarantee.

Whereas DGM (NW-OP-CFA)/Rural, O/o GMTD, BSNL Cuttack R/o (hereafter referred to as GMTD, BSNL Cuttack) has issued an LOI no. Dated/...../20..... awarding the work of to M/s R/o (hereafter referred to as "Bidder") and GMTD, BSNL Cuttack has asked him to submit a performance guarantee in favour DGM (NW-OP-CFA)Rural, O/o GMTD, BSNL Cuttack of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We BankBranch having (Address) and Regd. office address as (Hereinafter called 'the Bank') agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the GMTD, BSNL Cuttack that if in the opinion of the GMTD, BSNL Cuttack, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the GMTD, BSNL Cuttack the said sum limited to P.G. Amount or such lesser amount as GMTD, BSNL Cuttack may demand without requiring GMTD, BSNL Cuttack to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the GMTD, BSNL Cuttack shall be conclusive as regards the liability of Bidder to pay to GMTD, BSNL Cuttack or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and GMTD, BSNL Cuttack regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the GMTD, BSNL Cuttack shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by GMTD, BSNL Cuttack against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of GMTD, BSNL Cuttack or any indulgence by GMTD, BSNL Cuttack to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained ;

Read, understood , complied & agreed

Signature & seal of bidder with Date

- (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the GMTD, BSNL Cuttack under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case GMTD, BSNL Cuttack demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) O/o GMTD, BSNL, Cuttack.
 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

ANNEXURE-G

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

To
The DGM (NW-OP-CFA) Rural
O/o GMTD, Cuttack

Sub: Authorization for attending bid opening on _____ (date) in the Tender for providing manpower for maintenance works in Cuttack SSA' for the year 2019-20.

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

Order of Preference	Name	Specimen Signature
I		
II		

Alternate Representative

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

Note:

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-H
TENDERER'S PROFILE

Passport Photograph of bidder/firm proprietor/ authorised signatory
--

General:-

1. Name of the tenderer/firm _____
2. Name of the person submitting the tender Shri/Smt _____ (In case of proprietary/partnership firms, the tender has to be signed by proprietor/ Partner only, as the case may be)
3. Address of the firm/tenderer: (Present & Permanent)
.....
.....
4. Email ID
5. Tel No. (with STD code) (O) (Fax) (R) (M)
6. Registration & incorporation particulars of the firm (in case of firms)
 - i) Proprietorship
 - ii) Partnership
 - iii) Private Limited
 - iv) Public Limited

(Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)

7. Name of proprietor/Partners/Directors
8. Tenderer's bank, its address and his current account number
9. Permanent Income Tax number, Income Tax Circle
10. Infrastructure capabilities.
11. Details of Technical and supervisory staff:
12. GSTIN No.
13. EPF Code No.
14. ESI registration No.

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

Place & Date:-

Signature of tenderer/authorized signatory

Name of the tenderer

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-I
BID FORM

To
The General Manager
Telecom District, Cuttack-12

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda No. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to carry out maintenance work of Cuttack SSA for Cluster _____ in conformity with said conditions of contract and specifications as may be ascertained in accordance with the prices attached herewith and made part of this bid.
2. We undertake, if our bid is accepted, we will execute the work in accordance with specification, time limits & terms and conditions stipulated in the tender document.
3. If our bid is accepted, we will provide you with a performance guarantee from a nationalized/scheduled bank for a sum @ 5% of the contract value for the due performance of the contract.
4. We agree to abide by this bid for a period of 150 days from the date fixed for bid opening (Qualifying bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. 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.
6. Bid submitted by us is properly verified and prepared so as to prevent any subsequent replacement. We understand that you are not bound to accept the lowest or any bid, you may receive.
7. We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the BSNL website www.tenderwizard.com/BSNL. Any deviation will result in the rejection of the bid.

Dated this day of (the year)

Signature of authorised signatory

In capacity of

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-J

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

I, Shri/Smt Son/Daughter of Shri do hereby undertake that all the documents / certificates submitted by me with this tender (tender for carrying out maintenance work of Cuttack SSA) are true and are exact copies of the original documents/certificates are available with me.

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

Place: Signature of tenderer /Authorised signatory

Date: Name & Seal of the tenderer

ANNEXURE-K



VENDOR MASTER FORM



(The details listed will be used for making all payments against Pos/WOs/refund of EMDs/SDs, intimation of payments by email, issued of TDS certificates, C Form for CST purchase etc)

(*) Minimum required fields to be filled by the Company/Vendor, Please attach copies of the supporting documents.

Title * :

Name * :

Address * :

Town/District* :

City * :

State* :

Postal/Pin code* : Country *

Contact Details

Telephone Number : Fax No :

Email_Id :
(Mandatory for E-tendering)

Name of Contract Person : Mobile No.

Contact Details

PAN :

GSTIN reg no :

LST (Local VAT reg No) CST Reg No. :

Tax registration no :
(for Foreign Vendors)

Income Tax Exemption details

IT exemption no. IT exemption rate :

IT Exemption date

IT exemption date from IT exemption date to

Read, understood , complied & agreed

Signature & seal of bidder with Date

Excise Details

Excise reg no. :

Excise Range :

Excise Division :

Excise Commissioner :

Payment Transaction/Bank Details

Bank Country :

Bank Name :

Bank Address :

Bank A/C No :

Bank IFSC :

Account holder's name :

Type of Account : Saving (1) Current (11)

SWITCH Code (for Foreign Vendor):

IBAN Code (for Foreign Vendor)

(Enclose a blank Cheque/a photocopy of the Cheque to verify A/c No. & Bank details)

Industry Status

Micro/SSI Status : Yes No

- I/We hereby authorize BSNL to make all payments to us by cheque/direct credit to our bank account details which are specified above.
- I/We here authorize BSNL to reduct bank charge applicable for such direct bank payments.

- Note:
- If PAN is not provided, TDS @ 20% will be deducted whenever applicable
 - If Excise Registration/GST Registration/ Number is not provided, then the taxes will not be paid whenever applicable.
 - If Bank particulars are not provided, the payment will be made by Cheque only.
 - If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company/Vendor Authorised Signatory/Designation Date Company Seal

For Office use)

Vendor Account Group : Payment Method :

TDS – Invoice : TDS Code - Invoice :

Checked By	Authorized by (Finance)	SAB Vendor Master Created on	SAP Vendor Code

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-L
UNDERTAKING TO SUBMIT LABOUR LINCENCE

I, Sri/Smt/M/s _____ (Name of the Contractor) do hereby undertake to submit labour license for the required number of labourers for which I/We will be awarded for providing labourers within two months of issue of work order as I do not possess the license of such labourers at present.

Place: _____ Signature of tenderer /Authorised signatory
Date: _____ Name & Seal of the tenderer

ANNEXURE-M
CREATION OF CUSTOMER ID FOR TENDER

Company Name & postal address with PIN Code	
Contract No.	
Email id	
PAN No	
GST No	
Name of the Bank & Bank A/C No	
IFSC Code	
Bank A/C holder name	
Saving/current	

Read, understood , complied & agreed

Signature & seal of bidder with Date