



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

Office of the Telecom District Manager

Balangir -767001.

**e-TENDER DOCUMENT FOR**

**Providing unskilled, semiskilled & skilled**

**Manpower for carrying out different activities**

**in Balangir Telecom District**

**Tender No: W-77/2018-19/5      Dated: 22.02.2019**

**Cost of Tender Document: Rs.2360/-**

**(This includes Tender document Cost Rs.2000/- and GST @ 18% i.e., Rs.360/-)**

**Total number of Pages: 49**

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**SECTION-I**

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

O/o Telecom District Manager-Balangir -767001.

**NOTICE INVITING TENDER**

**e-Tender for Providing unskilled, semi-skilled & skilled manpower for carrying out different activities in Balangir Telecom District**

1 On behalf of Bharat Sanchar Nigam Limited (BSNL), e-Tender is invited on two stage bidding system from Individuals/Companies/Firms registered in India fulfilling the eligibility conditions, as per tender document for providing unskilled, semi-skilled & skilled manpower for carrying out different activities in Balangir Telecom District.

Sl.No	Item	Particulars
1	Tender Notice No & date	W-77/2018-19/5 dated 22/02/2019
2	Tender item	Providing unskilled, semiskilled & skilled manpower for carrying out different activities in Balangir Telecom District.
3	Tender Paper can be downloaded	From 10.00 Hrs of 15/03/2019 To 15.00 Hrs of 15/04/2019
4	Receipt of queries from bidders	Up to 14.00 Hrs 25/03/2019
5	Pre Bid Meeting	11.00 Hrs 26/03/2019
6	Reply of queries by BSNL	Before 17.00 Hrs 09/04/2019
7	Last Date of Submission of Tender	Up to 15.00 Hrs 15/04/2019
8	Date & Time of Opening of Tender (Technical Bid only)	15.30 Hrs 15/04/2019
9	Amount of Bid Security as in Section II.	The cost of EMD and cost of Tender paper can be paid through online Banking/RTGS/NEFT
10	Cost of Tender Paper	<b>Rs.2360/- (Rupees two thousand three hundred sixty only)</b> Non- Refundable.

**Note:** In case the date of opening of bid is declared to be a holiday, opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid 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 paper can be downloaded from the website: [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) & [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) and to be submitted in e-format.

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

Name of the Bank and Branch	UNION BANK OF INDIA, Balangir
Accounts Name	Accounts Officer (Cash), BSNL, O/o TDM Balangir
Account Number	614001010050014
IFSC Code	UBI N0561401
Address of the Bank	Radha rani Pada, H R Choudhury Tower, Balangir -767001
MI CR Code	000026000
Mail Id :	tdmbgr08@rediffmail.com
Contact No	94372 31599

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

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

3(a) Intending bidders are requested to register themselves with M/s. ITI Limited through the website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) for obtaining user-id, by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

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

3(c) The bidders shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on Web-site ([www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)) as per Annexure -B of Section VIII.

3(d) 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:-** The bidder should have minimum work experience of minimum Rs. 82,60,000/- only during the last three Financial Years and up to the date of bidding of current Financial Year taken together in carrying out job contract work by providing unskilled / semiskilled / skilled manpower in BSNL/MTNL/Central Government/State Government / any Public Sector Undertaking related to day-to-day maintenance of offices, Telephone Exchanges (both External and Internal Plants), removal of Line/Cable faults, provision and shifting of New Telephone (Landline/ISDN/ Broadband/FTTH/Wi-Max Connections/Leased Lines, Shifting of Telephones/Broadband connections including digging and refilling of local cable/OFC fault pits, jointing of underground cables/OFC, data entry works etc. Experience certificate to this effect issued by an Officer not below the rank of Deputy General Manager or equivalent rank of the concerned Organization to be furnished.

4(b) The bidder should have work experience of minimum Rs. 82,60,000/- (Rupees Eightytwo Lakhs Sixty Thousand) only during the last three Financial Years and up to the date of bidding of current Financial Year taken together.

4(c) **Financial Turn over:-** The bidder should have minimum financial turn over during last three financial years and up to the date of bidding of current financial year taken together equal to Rs. 82,60,000/- or more. A chartered accountant certificate, certifying the turn over of the applicant bidder to be enclosed. The turn over certificate should be in the name of applicant bidder only and not that of group or sister organization

4(d) The bidder should submit self attested copy of Employees Provident Fund Registration Certificate and self attested copies of EPF remittance challans duly stamped by bank or receipt generated by the EPF site, for the experience period of two years.

4(e) The bidder should submit self attested copy of ESI Registration Certificate and self attested copies of ESI remittance challans duly stamped by bank or receipt generated by the ESI site, for the experience period of two years.

4(f) The bidder should submit self attested copy of GST Registration Certificate & self attested copy of last GST Return filed or undertaking to submit GST return within one month of signing of contract.

4(g) The bidder should submit self attested copy of valid Labour licence issued by Central Labour Commissioner or undertaking to submit the same within 15 days of issue of work order.

4(h) The bidder should submit proof of Branch Office in Balangir SSA or undertaking to submit the same within one month of signing of contract. The address proof should be in the name of individual bidder/ company/ firm.

5 BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, bidders or their authorized representatives can attend the Tender Opening Event at the **Conference Hall, 1st Floor, Doorsanchar Bhawan, Balangir- 767001** where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

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

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

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

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

10. The MSME bidders are exempted from tender paper cost & bid security on production of proof of valid registration with the body specified by the Ministry of Micro, Small & Medium Enterprises for the tender items.. The enlistment certificate issued by the MSME should be valid on the date of opening of the tender. The certificate has to be attached along with the bid

**GMTD  
Sambalpur**

Read, understood , complied & agreed

Signature & seal of bidder with Date

**SECTION-II****ZONE WISE NO. OF UNSKILLED , SEMI SKILLED & SKILLED LABOURERS,  
EMD/ BID SECURITY & TENDER PAPER COST**

Zone	Designation of "Site Engineer"	Maximum No. of Laborers per zone			Zone wise total	Total Estimated Cost including EPF & ESI (Amount in Rs)	EMD / Bid security (Amount in Rs)	Tender Paper Cost
		Skilled	Semi-Skilled	Un-Skilled				
1	2	3	4	5	6	7	8	9
Zone-1	SDE(NW-OP-CFA)- Rural Balangir	1	13	5	19	2,75,00,000/-	5,50,000/-	2,360/-
Zone-2	SDE (Admin), Bolangir	6	7	6	19			
	SDE (MM), Balangir	-	1	2	3			
Zone-3	SDE(NW-OP-CFA)- City Balangir	2	4	6	12			
	SDE (NW,OP-Indoor), Bolangir	-	3	5	8			
	SDE (T/M), Bolangir	-	2	3	5			
Zone-4	SDE(NW-OP-CFA) Titlagarh	1	7	8	16			
Zone-5	SDE (NW,OP-CFA), Sonapur	1	11	8	20			
Zone-6	SDE(NW-OP-CFA) Patnagarh	1	8	8	17			
Zone-7	SDE(NW-OP-CFA) Kantabanji	1	6	6	13			
	TOTAL	13	62	57	132			

1. It is intended to limit the technically & commercially responsive bidders to maximum three only arranged in increasing order of their evaluated prices starting from the lowest. The L2 & L3 bidders will be offered the rates accepted by L1 bidder.
2. In case of one qualified bidder, 100% work will be allotted to L1.  
L1 = Zones 1,2,3,4,5,6 & 7  
In case of two qualified bidders, work will be distributed between L1 & L2 in 60:40 ratios.  
L1 = Zones 2,3,4, & 6 and L2 = Zones 1,5 & 7  
In case of three qualified bidders, work will be distributed between L1, L2 & L3 bidders in 50:30:20 ratios.  
L1 = Zone 1, 3 & 5, L2 = Zone 2 & 4 and L3 = Zone 6 & 7.
3. For smooth functioning, the bidders will be allotted work zone wise. Therefore there may be slight variation in work allotted to each bidder.
4. Initially the offer will be given to L2 & L3 qualified bidders at L1 rate. If L3 bidder does not accept or in absence of third qualified bidder, the offer will be given to L2 bidder as mentioned above at L1 rate.
5. If L2 & L3 qualified bidders do not give their consent then the total work will be given to L1 bidder.
6. Engagement of laborers for number of days will be need based as per the requirement by in-charge officer.
7. Minimum 0 (Zero) to Maximum no. of unskilled, semiskilled & skilled laborers as mentioned above) to be provided in any Zone by the contractor on any working day during each month as and when required by the Site Engineer / Engineer In charge.
8. The manpower requirement stated above are estimated and BSNL reserves the right to vary the manpower requirement to the extent of -25% to + 25% at the time of award of contract or during subsequent tender period without any change in unit price or other terms & conditions.

Read, understood , complied &amp; agreed

Signature &amp; seal of bidder with Date

**SECTION-III****SCHEDULE OF RATES**

The Schedule Rates of wages to be paid by the contractor (Bidder) to the engaged laborers for carrying out the works as mentioned in the tender documents, in accordance with per day wages fixed for each laborer by Dy. Chief Labour Commissioner (C), **Bhubaneswar w.e.f. dt- 01.10.2018** onwards is as under :-

Labor rates with effect from:- 06.10.2017

Sl. No. (1)	Description (2)	Amount in Rs (3)		
1	Daily wages of laborers w.e.f. date 01.10.2018 onwards as prescribed by Dy. CLC(C), Bhubaneswar.	373.00 per day per unskilled laborer	437.00 per day per semiskilled laborer	527.00 per day per skilled laborer
2	Employer's (Contractor's) share of EPF contribution for per day per labourer @12%+0.65% as administrative charges of EPF Deptt. + 0.50% as EDLI Charges of EPF Deptt. +0.01% as administrative charge = @ 12 + 0.65+0.50 +0.01= @ 13.16% of amount under column No-3 of this table.	49.09	57.51	69.35
3	Employer's (Contractor's) share of ESI contribution for per day per labourer @ 4.75% of amount under column No-3 of this table.	17.72	20.76	25.03
<b>STANDARD DEDUCTIONS TO BE MADE BY THE CONTRACTOR FROM WAGES OF CONTRACT LABOURER</b>				
4	Employee's share (to be deducted by contractor from laborer's wages and deposited in his EPF A/C no) of EPF contribution for per day per laborer @ 12% of amount under column No-3 of this table.	44.76	52.44	63.24
5	Employee's share (to be deducted by contractor from laborer's wages and deposited in his ESI A/C no) of ESI contribution for per day per laborer @ 1.75% of amount under column No-3 of this table.	6.53	7.65	9.22

The above schedule rates of wages are likely to be revised by the Central Labor Commission from time to time. So the contractor has to make payments to the engaged laborers at the revised rates whenever there is a change in rates of wages.

**SECTION-IV****SCOPE, SPECIFICATION & JOB DESCRIPTIONS**

The tender is called to perform the following works for maintenance of external and internal plants of different telephone exchanges (such as Main / RLU/ RSU Exchanges) of the respective concerned Zone & the data entry work in the TDM Office strictly as per the instructions of concerned Site Engineers and other BSNL authorities in the Telecom District.

The details of specifications and job descriptions are as below:

**1. 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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

## g) Assistance in Testing:-

Assistance to technical staff is required for testing of subscriber lines and junctions, equipment (Switching/OFC/MUX/WI MAX) 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. &amp; 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 HI GH / LOW /NO voltage of three-Phase Supply.
- 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 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, WI MAX, 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, semi skilled & skilled laborers on day basis to be engaged by the contractor on each working day as and when required during each calendar month in respective concerned zone under the jurisdiction of concerned site engineer of Balangir Telecom District individually & separately.

The contractor has to deploy the permissible number of unskilled, semi skilled & skilled laborers 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

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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.

- a. 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.
- b. 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.
- c. Different lengths of drop wire are to be drawn for replacement of faulty drop wire in rural and urban areas. Drop wires are to be supplied by the BSNL and it should be drawn as per the departmental procedure.
- d. 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 / semi skilled laborers 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.

- e. Digging of local cable fault Pits for Maintenance Purpose.  
Digging of local cable fault pits of different sizes are required to be made by the unskilled / semi skilled laborers 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.

- f. 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 zone i.e. re-arrangement of U/G cable / Pillars / DPs etc.

Read, understood , complied & agreed

Signature & seal of bidder with Date

g. 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 zone.

h. Data Entry Work

To carry out the data entry and allied works for various activities in the TDM / SDO / CCN Offices. Data Entry Work like typing of letters, preparation of reports as per instruction and assisting JTO/SDE at different sub-divisional offices.

i) Watching of Divisional/Sub-divisional Stores, SDO office compounds, Telephone Exchanges and other miscellaneous works:

The stores and Sub-Divisional offices where ever required, have to be watched round the clock. The Main Telephone Exchanges as per requirement are also to be watched during night hour whenever required.

j) Assistance in Attending OFC Breakdown Faults:

- i. Assistance in detection of OFC breakdown faults, removing the OF cable from the ground by digging the earth, assisting in jointing the fibers using splicing machine and jointing kits.
- ii. Digging of trenches for repairing of OFC faults, pulling of OFC, cleaning, and assisting in splicing of OFC, leveling and back filling of trenches after restoration of faults.
- iii. Monitoring of various alarm/failure in OFC transmission system and inform it to concerned JTO/SDE in charge in each working day.

k) Office Assistance/Boy for file handling:

Daily Office files are to be handled or moved for specific purposes from officer/official to officer/official between different sections in the O/o the TDM, BSNL, Bolangir.

l) Restoration of VPT/DSPT:

Restoration of VPTs provided under different technology like GSM or through DSPT under the supervision of SDE or JTO.

m) Maintenance of WI MAX connection:

Restoration of WI MAX faults under the direct supervision of JTO/SDE by visiting to the spot. The worker has to replace the CPE in case of faulty and reconfigure the new set under the supervision of JTO/SDE

n) Any Other works.

The nature of work for the unskilled, semi skilled and skilled man power shall include but not be limited to all the above activities.

AGMs/SDOPs/SDOTs/JTOs will issue the work order for all the above works 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 Tendering Authority" means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) acting on behalf of the President of India and represented by the **GMTD, Sambalpur**.
- 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 "Site Engineer" 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 SDE or Sub-Divisional Officer (Phones) or Sub-Divisional Officer (Telegraphs) or Accounts Officer in-charge of this Telecom District under whose zone the contractor will provide the requisite number of unskilled labourers on daily basis as per actual requirement of concerned respective site Engineer (Zone in-charge) varying from 0 (Zero) number to maximum number as mentioned against each Site Engineer under Section-II.
- 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" as mentioned in the Section -II.
- 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.

**2. SERVICES TO BE PROVIDED**

The successful bidder is to provide the unskilled, semi skilled & skilled laborers as given in Section -II for carrying out different activities as described in detail in Section IV.

**3. ELIGIBLE BIDDERS**

- 3(a) The bidder should have work experience of minimum Rs.82,60,000/- (Rupees Eighty-two Lakhs Sixty Thousand) only during the last three Financial Years and up to the date of bidding of current Financial Year taken together in carrying out job contract work by providing unskilled / semiskilled / skilled manpower in BSNL/MTNL/Central Government/State Government / any Public Sector Undertaking related to day-to-day maintenance of offices, Telephone Exchanges (both External and Internal Plants), removal of Line/Cable faults, provision and shifting of New Telephone (Landline/ ISDN/ Broadband/FTTH/Wi-Max Connections/Leased Lines, Shifting of Telephones/Broadband connections including digging and refilling of local cable fault pits, jointing of underground cables, data entry works etc. Experience Certificate to this effect issued by an Officer not below the rank of Deputy General Manager or equivalent rank of the concerned Organization..
- 3(b) The bidder should have minimum financial turn over during the last three Financial Years and up to the date of bidding of current Financial Year taken together equal to **Rs.82,60,000/-** or more. A Chartered Accountant Certificate certifying the turnover of the applicant bidder to be enclosed. The turn over should be in the name of the applicant bidder only and not that of group or sister organizations.

Read, understood , complied & agreed

Signature & seal of bidder with Date

**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.	PAGE NO.
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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 e-portal to any request for clarification of the Bid Documents, which is received 21 days prior to the date of opening of the tender.
- 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, financial turn over certificate 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) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would be taken for banning of business dealing with the defaulting firm. In case contract has already been awarded to the bidder, then PBG & EMD 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. An undertaking to this effect should be submitted by the bidder as per format at **Annexure-M 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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- 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. The extended date will be notified in the e-Tender Portal.
- 8(d). It is the sole responsibility of the bidder to confirm from the E-Tender Portal and/or from the following contacts regarding amendments, if any, or any other clarifications before uploading of the tender document

ITI Tender Wizard Help Desk Contact	Shri Sanjib Mohapatra, <b>09937488749,07377708585</b> , between 10:30 hrs to 17:00 hrs E-mail: <a href="mailto:twhelpdesk404@gmail.com">twhelpdesk404@gmail.com</a>
BSNL Contact-1	K Singh, AGM (Plg), O/o TDM, BSNL, Balangir Mob: 9437962555, E-Mail :agmbgrod2@gmail.com LL 06652-234567
BSNL Contact-2	M K Jagadev, SDE (Plg), O/o TDM, BSNL, Balangir Mob: 9437002400, E-Mail: <a href="mailto:sdeplgbgr@gmail.com">sdeplgbgr@gmail.com</a> LL 06652-230100

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

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

### **10. BID FORMS**

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

### **11. BID PRICE**

The bidder shall quote rates as per schedule given in Section 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(a). The bidder must deposit the amount as Bid Security/EMD as per Section -II .
- A(b). The successful bidder's bid security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with Clause 22(d) of this Section and furnishing the performance security.
- A(c). The Bid security of unsuccessful bidder will be discharged / returned as early as possible, but not later than 30 days after the expiry of the period of bid validity.
- A(d). **A BID WITHOUT BID SECURITY/ BID SECURITY WITHOUT BID SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.**

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

#### **The Bid Security/EMD may be forfeited**

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

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

- 14(a). The bid shall contain no interlineations, erasures or overwriting, except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the persons signing the bid.
- 14(b). The over writing / erasures in the bid made by the bidder shall be signed by the person signing the bid.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- 14(c). The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid.

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

### **I) Contents of the Bid:**

The bid contains three parts -

**Part A:** The First Part should contain the uploading of

- i. EMD/ Bid Security as per SI. No 9 of Section I
- ii. Cost of tender paper as per SI No. 10 of Section I.
- iii. Power of attorney in original (If applicable).

**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 of the bid i.e. 15.00 Hrs of 15/04//2019.
- b. Scanned document wherever necessary are to be uploaded in the appropriate places of the document.
- c. The Bidder can bid through the user-id allotted to him by M/s ITI in e-Tender Portal along with requisite Earnest Money Deposit (EMD) and cost of Tender Paper.
- d. 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.
- e. 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.

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

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

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

- 17(a). Financial bids & Technical bids shall be submitted by the bidder at the same time. The bids will be opened in two stages. The Tendering Authority will open the technical bids in the presence of bidders or their authorized representatives on the due date, i.e., dated 15/04/2019 at 15:30 Hrs. The bidder or one of his authorized representatives shall be permitted to attend the bid opening. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening as per Annexure G in Section 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 and evaluation of the Technical Bid.

Read, understood , complied & agreed

Signature & seal of bidder with Date

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

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at **"Conference Hall, (1<sup>st</sup> Floor) Door Sanchar Bhawan, Balangir 767001"**, where BSNL's Tender Opening Officers would be conducting through online e-Tender at 15:30 Hrs. on 15/04/2019. 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. During preliminary techno-commercial bid evaluation, GMTD Sambalpur reserves the right to call for additional documents from the bidders to substantiate the documents already submitted along with the bid.

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

- 20(a). The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
- 20(b). Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Tendering authority. If there is a discrepancy between words and figures, the amount in words shall prevail.
- 20(c). If the bidder does not accept the correction of the errors, his bid shall be rejected.
- 20(d). L-1 will be evaluated considering only the substantially responsive bids.
- 20(e). The evaluation and comparison of substantially responsive bids shall be done on the basis of percentage rate of amount **of wages per day as on 01.10.2018 quoted/offered as service charge by the** bidder as per Section VI.
- 20(f). Tendering authority may negotiate with L1 bidder only or can make counter offer of the same L1 negotiated price to other successful bidder(s). However, BSNL reserves the right to award the work to multiple bidders.

**21. CONTACTING THE TENDERING AUTHORITY**

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

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

- 22(a) 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 labor 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 10 days 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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- 22(b) The work against this tender **is for one year** requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between the BSNL and the Contractor.
- 22(c) The rate agreed upon shall be valid for a period of one year from the date of signing of agreement. The agreement will be normally for **one year and can be extended on mutual agreement on same approved percentage rates and same terms & conditions for another one year** period with proportionate increase in the estimated cost on the discretion of GMTD, Sambalpur.
- 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 work assigned** in the form of Bank Guarantee or by DD/BC/BD from a Nationalized/ scheduled Bank for a period of **18 months**. The PSD is to be deposited within **10 (Ten) days from the date of receipt of letter of acceptance or letter of intent** failing which their EMD or bid security may be forfeited and tender may be cancelled.
- 22(e) **The Performance Security Deposit may be forfeited in part/ whole in case of:**
- The successful bidder do not execute agreement after deposit of Performance Security Deposit within 14 (Fourteen) days. 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.50/- (Rupees Fifty only) at his own cost as per the enclosed proforma within 14 (Fourteen) days from the date of deposit of PSD in this office. The agreement will be executed subject to confirmation of the submitted PBG from the concerned bank. In the event of failure of the tenderer to sign the agreement within 14 days of after depositing required PSD, or in the event of his failure to start the work as stipulated in the work order, then the amount of PSD. (Performance Security Deposit) shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

### 24. PREPARATION & SUBMISSION OF BILL

The contractor shall prepare a bill for the month in duplicate indicating the various jobs undertaken during that month. It shall be responsibility of the controlling officer to ensure that all the requirements are fulfilled at the time of certifying the bill. The countersigning authority shall check that all the documents as mentioned below are invariably attached to the bill before countersigning. Otherwise the bills will not be forwarded to this office. The bill should invariably accompany the following.

- Copy of attendance sheet for the month for which the bill is claimed.
- Copy of the muster roll indicating receipt of wages by each worker duly countersigned by the controlling officer of having disbursed the said amount for the month for which the bill is claimed.
- E-payment receipt from bank/Certificate from Contractor that payment of wages was debited from his (contractor's) account on \_\_\_\_\_(date).
- The copy of receipt towards payment of GST pertaining to the previous month/ quarter.
- The copy of receipt towards payment of EPF, ESI etc along with list of workers indicating the EPF/ ESI code, amount etc against each unskilled, semiskilled & skilled labourer(beneficiary) for the previous month.
- Copy of the Work Order issued by concerned SDE / AGM.

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



**25. 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, Sambalpur shall be final and binding on all concerned.

**26. DISQUALIFYING CLAUSE:**

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

27. The BSNL reserves the right to award work to more than one contractor in exigency of service.

(a) However, the quantity of work may vary on contractor to contractor at any given point of time.

(b) 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, Sambalpur reserves the full rights to allot those work to any of the selected contractors of other zone of the SSA at approved rate and conditions of contract.

**28. Termination of Contract by BSNL**

28(a). The GMTD, Sambalpur 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.

28(b). BSNL may without prejudice to any other remedy for breach of contract, may terminate the contract in whole or in parts by giving one month notice in writing to the service provider if the contractor fails to provide unskilled, semi skilled & skilled laborers within the period specified in the contract or any extension thereof granted by BSNL.

28(c). If the contractor fails to perform any other obligation (s) under the Conditions of the contract.

28(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.

28(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 one months notice in writing without assigning any reason and without incurring any financial liability whatsoever to the service provider.

28(f). The GMTD, Sambalpur may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or while of material, machinery and other equipment for use in or in respect of the work.

28(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 site-engineer or as directed by BSNL authority.

28(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.

**29. OTHER CONDITIONS**

29(a). The contractor shall not assign or sublet the work to any other person or agency without the prior written approval of GMTD, Sambalpur.

29(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.

Read, understood, complied & agreed

Signature & seal of bidder with Date

- 29(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.
- 29(d). The BSNL for execution of contract works will supply no manpower. The tenderer should make his own arrangements for the workmen required up to maximum permitted limit against each zone in number on any working day during each month as per actual requirement by concerned site engineer for execution of contracted work.
- 29(e). The successful tenderer should make his own arrangement to execute the work without interruption on any account.
- 29(f). The BSNL is not liable to pay for additional works carried out without prior sanction of GMTD, Sambalpur. 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, Sambalpur..
- 29(g). The BSNL will pay no advance of any kind.
- 29(h). The GMTD, Sambalpur reserves the right to impose any other conditions, if necessary, at any time during the validity period of the tender.
- 29(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.
- 29(j). While carrying out work for any existing exchanges within concerned zone, the contractor should ensure least interruption to the working equipment and GMTD, Sambalpur 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.
- 29(k). All the amenities to the unskilled, semi skilled & skilled laborers 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 Labor (R&A) Act, 1970.
- 29(l). The contractor should take responsibility for safety of all his unskilled, semi skilled & skilled workers and the BSNL will not be held responsible for anything during the execution of any kind of contract work.
- 29(m). The tenderer will claim charges only for the quantum of unskilled, semi skilled & skilled laborers engaged as permitted through this tender and payment will be made to the contractor through A/C payee cheque only/ RTGS.
- 29(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 (Site Engineer), the contractor is liable to withdraw such person(s).
- 29(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.
- 29(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 employer under Section (I) of the Section 12 of the said Act, such compensation will be recovered from the security deposit or from any pending bill due from the BSNL of the contractor on any account or otherwise.
- 29(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, semi skilled & skilled laborers 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.

- 29(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 CGM, BSNL, Odisha Circle, Bhubaneswar or his nominee for arbitration and the decision of the arbitrator will be final.
- 29(s). The tender with abnormal high/low rates are liable for rejection as per decision of BSNL authority.
- 29(t). BSNL will not be responsible for any loss incurred by the contractor in carrying out the contract work.
- 29(u). Taxes will be recovered as per BSNL rules as applicable from time to time.
- 29(v). The Contractor will not claim any permanent absorption of workers to be engaged by him for executing the works for this telecom district.
- 29(w). The GMTD, Sambalpur reserve every right to cancel / reject the contract for any work / all works if found unsatisfactory at any time during the validity period of contract without assigning any reasons but giving at least one month advance notices.
- 29(x). 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.
- 29(y). The GMTD, Sambalpur reserves the right to go for more than one contractor in the interest of the BSNL, His decision in this respect will be final and binding on all concerned.
- 29(z). In case the L1 bidder fails to execute the work at any stage of the contract, the L2 / L3 bidder on approved L1 rates may be asked to complete the work as per the discretion and decision of GMTD, Sambalpur. However, the Performance Security Deposit of the defaulted contractor will be forfeited and he may be black listed.
- 29(aa). The successful bidder must follow all the labor laws including Minimum wages Act-1948, ESI Act-1948 and EPF & MI SC provisions Act-1952.

### **30. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION**

**30.1. OBTAINING LICENCE BEFORE COMMENCEMENT OF WORK:** -The contractor shall obtain a valid contractor's labor license under the Contract (R&A) Act 1970 and the Contract Labor (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 Labor (Prohibition and Regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work and contractor will be solely responsible for any penalties to be imposed for violation of any of the above cited acts.

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

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

**30.3. DISPLAY OF NOTICE REGARDING WAGES ETC: -**

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

**30.4. PAYMENT OF WAGES: -**

- a) The contractor shall fix wage periods in respect of which wages shall be payable.
- b) No wage period shall exceed one month. The wages of every person employed as contract labour by a contractor shall be paid before the expiry of seventh day after the last day of the wage period in respect of which the wages are payable even if the payment is not made by BSNL. The contractor will submit the bill only after payment of wages to all contract labourers.
- c) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- d) All payment of wages shall be made through E-payment to the bank account of individual unskilled, semiskilled & skilled laborer by 7<sup>th</sup> day of subsequent month.
- e) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- f) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the site engineer and Engineer-in-charge under acknowledgement.
- g) 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 "through e-payment" on dated....."**

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

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

- i. Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
- ii. Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.
- iii. Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
- iv. Any other deduction, which the Central Government may from time to time, allows.
- v. No fine shall be imposed on any worker save in respect of such acts and omissions on his part as the employer, with the previous approval of the State Government or of the prescribed authority, may have specified by notice under sub-section (2).
- 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.

**30.6. LABOUR RECORDS: -**

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

**30.7. ATTENDANCE CARD-CUM WAGE SLIP: -**

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

**30.8. EMPLOYMENT CARD: -**

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

**30.9. SERVICE CERTIFICATE: -**

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

**30.10. PRESERVATION OF LABOUR RECORDS: -**

The labour records and records of Fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them in the custody of the contractor and shall be made available by the contractor 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.

**30.11. 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 7th of the subsequent month whether the payment is made by BSNL or not. Failure to follow the same a penalty of 10% of the service charges per week or part thereof will be levied and deducted from the bill. If the same late payment of wages is repeated for consecutive 3 months in total during a year, action may be initiated to forfeit the security deposit and award of the tender may be cancelled.
- c) The total penalty during a month on the above accounts will not exceed 75% of the monthly service charges.
- d) However the TDM of the district reserves the right to grant any relief of the penalty considering the circumstances on the appeal made by the contractor.

**30.12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY: -**

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

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

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

**30.14. INSPECTION OF BOOKS & SLIPS: -**

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

**30.15. SUBMISSION OF RETURNS: -**

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

**30.16. AMENDMENTS: -**

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

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

**30.18. The contractor shall be required to have registration in EPF department and they should 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.**

**30.19. 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,**

**30.20. 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, Balangir.**

Read, understood , complied & agreed

Signature & seal of bidder with Date

- 30.21.** The contractor or employer must display the following notice at the main entrance of the establishment and its office as per rule No 22 of minimum wages act 1948.
- Notice containing minimum rates of wages fixed (in English & Hindi) applicable during that particular month.
  - Notice containing abstract from the minimum wages act 1948 & rules made there under (in Hindi & English) during that month.
  - Name and address of the Labour Inspector (LEO) (in Hindi & English)
- 30.22.** The contractor or employer must maintain the following registers and records without fail since these are required as per minimum wages Act 1948.
- The muster roll in form V must be kept and maintained properly at work spot as prescribed in rule 26(5) of minimum wages act, 1948.
  - The Register of wages in form X must be kept and maintained properly at work spot as prescribed in Rule- 26(1) of minimum wages act, 1948.
  - The register of overtime in form IV must be kept and maintained properly at work spot as prescribed in Rule 25(2) of minimum wages act 1948.
  - The Register of fines in form-I must be kept at work spot and maintained properly as prescribed Rule- 21(4) of minimum wages act, 1948.
  - The register of deductions for damage or loss in form -II must be kept at work spot and maintained properly as prescribed in Rule- 21(4) of minimum wages act, 1948.
  - The wage slips must be issued by the contractor or employer as per Rule 26(2) to all labourers or employees on the last day of each month without fail with contractor's signature and the signature of concerned employee should be taken on each wages slip as an acknowledgement of the concerned employee.
  - Acquaintance of employee's must be obtained on wage register and on wage slips as per Rule 26(3) of minimum wages act, 1948.
  - Entries in the wage register and wage slips must be authenticated as per Rule 26(4) of minimum wages act, 1948.
  - Annual return in form- III for the concerned year must be submitted by the contractor in time to the concerned office of the ministry of labour as required under minimum wages act, 1948.
- 30.23.** The contractor must obtain the required labour license from concerned office of the ministry of labour within 15 days from the date of receipt of Form- V from TDM, Balangir and submit the copy of the same within next 5 days positively otherwise neither his first bill will be paid nor his approved tender will continue further. This means that the accepted or approved tender of the successful contractor will be cancelled, if the contractor fails to submit valid labour license within 15 days of issue of work order to TDM, BSNL, Balangir, without giving any further notice to him.

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

BSNL will have the right to increase or decrease up to 25% of the number of unskilled, semi skilled & skilled labourers specified in the schedule of requirements without any change in the unit rate or other terms and conditions at the time of award of the contract.

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

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

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

- 33(a). Bid shall remain valid for 180 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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

33(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. The bid security period under clause 13 shall also to be suitable extended.

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

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

**35. Force Majeure:**

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

**36. Arbitration:**

- a) In the event of any question, dispute or difference, breach and violation relating to the terms of this agreement or in connection therewith the same shall be referred to the sole arbitration of the Chief General Manager, BSNL, Odisha Circle, Bhubaneswar, or any other person appointed by him hereinafter referred to as the Arbitrator.
- b) The agreement to appoint an arbitrator shall be in accordance with the arbitration and conciliation act, 1996.
- c) There will be no objection to any such appointment that the arbitrator is Government Servant or he has to deal with the matters to which the agreement relates or that in the course of his duties as Government Servant, he has expressed views on all or any of the matters under dispute. The award of the arbitrator shall be final and binding on both the parties.
- d) In the event of such the arbitrator to whom the matter is originally referred to, being transferred or vacating his office or being unable to act for any reasons whatsoever the Chief General Manager, Odisha Circle, Bhubaneswar shall appoint other person to act as arbitrator in accordance with the terms of the terms of the agreement and the person so appointed will be entitled to proceed from the stage at which it was left out by his predecessors.
- e) The arbitrator may from time to time, with the consent of parties, enlarge the time for making and publishing the award. Subject to aforesaid arbitration and conciliation act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- f) The venue of the arbitration proceedings shall be the office of the Chief General Manager / BSNL / Odisha Circle / Bhubaneswar or such other places as the arbitrator may decide.
- g) The award of Arbitrator is final and it cannot be questioned in any court of law.

**37. Set Off:**

- a) 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.
- b) 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

Read, understood , complied & agreed

Signature & seal of bidder with Date



service provider shall pay to BSNL on demand the balance amount, if any, due to BSNL within 30 days of the demand by BSNL.

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

### **38. REJECTION OF BID**

The bid will be rejected in case of:-

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

### **39. DEBARRING CONDITIONS**

- a) Sub-contracting of the job will debar and disqualify a successful bidder.
- b) BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
- c) The engagement and employment of unskilled, semi skilled & skilled 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.
- d) BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

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

The instructions given below are ITI's e-tender portal centric and for e-tenders invited by the GMTD, Sambalpur 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).
  - It is advised that all the documents to be submitted (As per Section-VII) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.
  - While uploading the documents, it should be ensured that the file name should be the name of the document itself for easy pairing and scrutiny.

#### **B. Tender Bidding Methodology:**

It is a Two Stage bidding system-

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

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

- a. Procure a Digital Signature Certificate (DSC)
- b. Register for Electronic Tendering System (ETS) in e-Tender Portal.
- c. Create Users and assign roles on ETS
- d. View Notice Inviting Tender (NIT) on ETS
- e. Download Official Copy of Tender Documents from ETS
- f. Clarification to Tender Documents on ETS - Query to BSNL (Optional)
- g. View response to queries posted by BSNL, through addenda.

Read, understood, complied & agreed

Signature & seal of bidder with Date

- 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

- a. The Tender document can be downloaded from the e-Tender Portal and to be submitted in the e-format. The scanned copies of the E-Payment receipt towards EMD/BID security, Cost of bid document has to be uploaded in the e-Tender Portal of M/s ITI before the scheduled date and time of submission of the tender otherwise the Bid will not be considered.
- b. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified.
- c. 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.
- d. 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.
- e. GMTD, Sambalpur has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.
- f. 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	Shri Sanjib Mohapatra, <b>09937488749,07377708585</b> , Between 10:30 hrs to 17:00 hrs E-mail: <a href="mailto:twhelpdesk404@gmail.com">twhelpdesk404@gmail.com</a>
BSNL Contact-1	K Singh, AGM (Plg), O/o TDM, BSNL, Balangir Mob: 9437962555, E-Mail :agmbgrod2@gmail.com LL 06652-234567
BSNL Contact-2	M K Jagadev, SDE (Plg), O/o TDM, BSNL, Balangir Mob: 9437002400, E-Mail: <a href="mailto:sdeplgbgr@gmail.com">sdeplgbgr@gmail.com</a> LL 06652-230100

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

The correction/modification, if any, in the tender document will be uploaded in the Website i.e. [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) and [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) up to 17:00 Hrs of 09/04/2019 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.

#### 42. (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

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Signature & seal of bidder with Date

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.

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 I NSTRUCTI ONS FOR BI DDERS" must be assiduously adhered to:
  1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
  2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
  3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
  4. Submit your bids well in advance of tender submission deadline on ETS. There could be last minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.
- vii. Minimum Requirements at Bidders' end to access and use e-Tender Portal:
  - Computer System with good configuration (Min P IV, 1 GB RAM, Windows 7)
  - Broadband connectivity.
  - Microsoft I nternet 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.

SECTION-VIFINANCIAL BIDRATE SHEET

Name of Bidder	
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The bidder should quote his service charge in percentage of the daily wages of laborers both in figures & words.

Sl. No.	Description	Amount in ₹		
		373.00 per day per unskilled laborer	437.00 per day per semiskilled laborer	527.00 per day per skilled laborer
1	Daily wages of laborers w.e.f. date 01.10.2018 onwards as prescribed by Dy. CLC(C), Bhubaneswar.			
2	Employer's (Contractor's) share of EPF contribution for per day per labourer @12%+0.65% as administrative charges of EPF Deptt. + 0.50% as EDLI Charges of EPF Deptt. +0.01% as administrative charge = @ 12 + 0.65+0.50 +0.01= @ 13.16% of amount under column No-3 of this table.	49.09	57.51	69.35
3	Employer's (Contractor's) share of ESI contribution for per day per labourer @ 4.75% of amount under column No-3 of this table.	17.72	20.76	25.03
4	Administrative / Service Charges on <b>percentage (%)</b> basis of Sl. No. (1) above i.e. daily wages			
	In figures			
	In words			

During validity period of the tender, the per day wages of one unskilled / semi skilled / skilled laborer, and the Employer's share of EPF / ESI contribution may be changed by Dy. C.L.C. (Central), Bhubaneswar. These revision in per day wages will be strictly as per decisions and circulars of Dy. C.L.C. (Central), Bhubaneswar only.

1. In case the bidder is not quoting any administrative charges, reasons thereof, shall be specifically written, failing which, it will be construed that the bidder will not be paying the minimum wages to the laborer engaged. Hence such bids are liable for outright rejection.

2. The tender with abnormal high / low rates are liable for rejection as per the decision of BSNL Authority.

2. If there is a discrepancy between words & figures, the amount in words shall prevail

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

Signature of the Tenderer \_\_\_\_\_

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

Name of the Tenderer \_\_\_\_\_

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-VIICHECK LIST/REQUIREMENTS

## A. Scanned Documents required to be submitted through e-Tender Portal

SI No.	Description	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 with date by the tenderer or Authorized Person on all pages along with seal			
2	Self-Attested Photo copy of PAN Card & IT return for Financial Year 2017-18 / pertaining to assessment year 2018-19.			
3	Self-Attested Photo copy of Experience Certificate			
4	Self -Attested Photo copy of turn over certificate			
5	Self Attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of Tender Paper			
6	Self attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of EMD/Bid Security			
7	Valid certificate from MSME in case of MSME Bidder			
8	Self-Attested Photo Copy of valid EPF registration certificate along with proof of payment of EPF as described in Experience clause			
9	Self-Attested Photo copy of valid ESI Registration Certificate along with proof of payment of ESI as described in Experience clause			
10	Self-Attested Photo copy of valid Labour license issued by Central Labor Commissioner / Undertaking to submit labor license for those many numbers of laborers for which he will be awarded work within <b>15 days of</b> issue of work order / Form V, if he does not possesses the license of such laborers.			
11	Self-Attested Photo copy of valid GST Registration Certificate & self attested copy of last GST Return filed or undertaking to submit GST Return within one month of signing of contract			
12	No near relative certificate duly filled in and signed by all the partners or Directors (as the case may be)			
13	Scanned copy of Letter of Authorization to Tender Opening Event (TOE)			
14	Tenderer's profile duly filled in			
15	Self-Attested Photo copy of Original "Power of Attorney" in case person other than the tenderer has signed the tender documents .			
16	Self-Attested Photo copy of "Partnership Deed" duly registered if applicable/ article of association or memorandum of Association in case of company/proprietor ship deed (as the case may be)			
17	Self-Attested copy of Declaration of Non - tampering of tender document duly filled and signed.			
18	Self-Attested copy of Declaration for Downloading the tender Document vides Annexure-F.			
19	Self-Attested copy of Bid form duly filled and signed			
20	Self-Attested copy of Clause by clause compliance duly filled and signed.			
21	Self-Attested copy of the Check list duly filled in			
22	Self-Attested copy of the Integrity Pack duly filled and signed			

Read, understood , complied &amp; agreed

Signature &amp; seal of bidder with Date

23	Undertaking regarding genuineness of the documents/information submitted			
24	The bidder should submit proof of Branch Office at Balangir SSA or undertaking to submit the same within one month of signing of contract			

B. Requirements:				
Sl No.	Description	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
		Y	N	NA
1	Whether all the <u>scanned documents</u> as required are uploaded in the E-Tender Portal?			
2	Whether Financial Bid quoted in e-Tender Portal.			
3	Whether the corrections if any has been encircled and fresh entry mode and signed by the authorized signatory? (No over writing is permissible).			
4	Whether the offer is conditional ? (All conditional offers will be rejected.)			
5	The bidder should submit an undertaking that he will submit the labour license for those many numbers of labourers for which he will be awarded work within 15 days of issue of work order / Form V, if he does not possesses the license of such labourers.			
6	Whether Check List/Requirements submitted?			

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

SECTION - VIIIFORMATS FOR  
DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES

SL. No.	Format Name	Page No
1.	ANNEXURE-A: AGREEMENT (Sample Format)	32-33
2.	ANNEXURE-B: Declaration of Non tampering of tender document	34
3.	ANNEXURE-C: DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE	35
4.	ANNEXURE-D: NO NEAR RELATIVES CERTIFICATE IN BSNL	36
5.	ANNEXURE-E: Declaration for Downloading the tender Document.	37
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**ANNEXURE -A****AGREEMENT (Sample Format)**

An agreement made this day on ..... between GMTD, Sambalpur hereinafter called the BSNL to the context include his successors and assignees on the one part and ..... having his/ its residence/ Office at..... (Actual through its constituted attorney hereinafter called "Contractor" (Which term shall include their heirs, executors, successors and assignees on the other parts.

Whereas the BSNL is desirous of getting executed certain work namely: Provision of unskilled, semiskilled & skilled Manpower for carrying out different activities in Balangir 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/ TDM Offices Data Entry Work by required variable number of unskilled. Semi skilled, skilled 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 zone under the jurisdiction of concerned site engineer of Balangir 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 W-77/2018-19/5 dated 22/02/2019

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 W-77/2018-19/ dated 00/ /2019 .

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 W-77/2018-19/5 dated 22/02/2019, Zone No.....(along with its enclosures) annexed hereto and such other additional particular instructions as may be found requisite to be given during execution of the work shall be deemed and taken to be integral part of the contract and also be deemed to be included in the expression " Contractual or contract documents" wherever herein used.
2. In consideration of the payment to be made to the Contractor for the works to be executed by him, the contractor hereby conveys the BSNL that the contractor shall in accordance with the tender document do provide the required unskilled, semi skilled & skilled laborers, 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 administrative / service charges for provision of required man-power will be % of the daily wages of the labour provided.

Read, understood , complied & agreed

Signature & seal of bidder with Date



- 9. The contract will be in force for one year with effect from ..... to .....
- 7. That the contractor hereby undertakes to follow all necessary labour rules including minimum wages act, 1948 issued by the Govt. from time to time.
- 8. The contractor hereby under takes that the unskilled, semi skilled & skilled labourer deployed by him will ensure to maintain Industrial, harmony and discipline in the area of operation and also will maintain strict attendance and carryout the allotted works sincerely.
- 9. 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.
- 10. Performance Security Deposit of Rs.....is furnished below:-

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

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

Signature of the Contractor

Signed and delivered

Name/Address of the Contractor

for and on behalf of the  
Bharat Sanchar Nigam Limited.

In the Presence of witness:

1. Signature:

1. Signature:

Name/Address:

Name/Address:

Designation:

Designation:

**ANNEXURE-B**

**Declaration of Non tampering of tender document**

I, Sri/Smt/M/s \_\_\_\_\_(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website "http://www.odisha.bsnl.co.in" or **www.tenderwizard.com/BSNL** 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 anywhere in BSNL as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

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

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

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

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

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](http://www.odisha.bsnl.co.in) or [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) and no addition/deletion/correction has been made in the proforma downloaded. I also declare that I have paid towards the cost of tender document and EMD through online banking / RTGS / NEFT 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-FPERFORMANCE BANK GUARANTEE (BOND FORM)

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

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

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

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

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

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

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

Dated \_\_\_\_\_

Place \_\_\_\_\_

Signature:

\_\_\_\_\_

For

\_\_\_\_\_  
(indicate the name of the Bank)

ANNEXURE-GLETTER OF AUTHORIZATION FOR ATTENDING BID OPENING  
(To reach on or before date of bid opening)

To

GMTD, Sambalpur

Sub: Authorization for attending bid opening on 15/04/2019 at 15.300 hrs in the Tender for provision of unskilled, semi-skilled &amp; skilled manpower to Balangir Telecom District

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 &amp; agreed

Signature &amp; seal of bidder with Date



ANNEXURE-H

INTEGRITY PACT

Between

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

And

..... hereinafter referred to as "The Bidder/Contractor"

**Preamble**

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

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

Section 1- Commitments of the principal

- (1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - (a). No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  - (b). The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c). The Principal will exclude from the process all known prejudiced person.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions

Section 2- Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - (a). The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer Promise or give to any of the principal's employees involved in the tender process or the execution of the contract or to any third person any material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - (b). The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, subsidiary contracts, submission, or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

Read, understood , complied & agreed

Signature & seal of bidder with Date

(c). The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India, further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outline above or be an accessory to such offences.

### Section 3- Disqualification from tender process and exclusion from future contracts

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

### Section 4-Compensation for Damages

(i). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled is entitled to demand and recover the damaged equivalent to Earnest Money Deposit/Bid Security.

(ii). If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, or if the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit/ Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the tender.

### Section 5- Previous transgression

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

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

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

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

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

(iii). The Principal will disqualify from tender process all bidders who do not sign this pact or violate its provisions.

### Section 7- Criminal charges against violating Bidder(s) /Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office.

Read, understood , complied & agreed

Signature & seal of bidder with Date

## Section 8- External Independent Monitor/ Monitors

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

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

4. The Principal will provide to the Monitor sufficient information about all meeting among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural

## Section 9- Pact Duration.

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

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

Section 10- Other Provisions

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

.....  
For the Principal

.....  
For the Bidder/Contractor

Place.....

Witness 1: .....

Date.....

Witness 2: .....

**ANNEXURE-I****TENDERER'S PROFILE**

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

Sl#	Item	Details
1	Name of the individual tenderer	
2	Name of the person submitting the tender whose photograph is affixed (In case of proprietorship /Partnership firms, the tender has to be signed by proprietor/partner only holding the Power of Attorney to sign the bid, as the case may be)	
3	a. Permanent Address of the tenderer  b. Local Address of the tenderer in Balangir SSA	
4	a. Tel. Nos. with STD code  b. email id	Office: Fax: Residence: Mobile No: _____
5	Registration & incorporation particulars of the tenderer (if other than individual): i) Proprietorship ii) Partnership iii) Private Limited iv) Public Limited (Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)	
6	Name(s) of the Individual/ Proprietor/ Partners / Directors *	
7	Tenderer's bank, its address and his current account number	
8	PAN No. & Income Tax Circle	
9	Brief description of the work carried out in last three years - 2015-16, 2016-17 and 2017-18 *	
10	Is the firm registered with any Agency / Government? If so, furnish details of registration.	
11	Has the firm been blacklisted by any Organization? If so, attach details thereof. *	
12	Is the Bidder aware of all the Rules and Guidelines of Government on the subject of tender? (Write YES or NO)	
13	EPF Registration Number: ESI Registration Number: GST Registration Number: Central Labour Registration Number:	

\* (In case the space is insufficient, attach list separately)

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

Place:

Signature of tenderer /Authorised signatory

Date:

Name & Seal of the tenderer

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-JMANDATE FORM FOR TRANSFER OF PAYMENT THROUGH  
ELECTRONIC CLEARANCE / ELECTRONIC FUND TRANSFER

To  
GMTD, Sambalpur  
Sir,

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

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

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

SIGNATURE OF SUPPLIER/BIDDER

(TO BE FILLED IN BY THE BANK AUTHORITIES)

The information furnished above is correct as per our records.

SIGNATURE OF MANAGER \_\_\_\_\_

WITH BANK SEAL AND DATE

Tel No: \_\_\_\_\_

Fax No:.....

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

Read, understood, complied &amp; agreed

Signature &amp; seal of bidder with Date

ANNEXURE-K

BID FORM

To  
The GMTD, Sambalpur.

From  
(Complete address of Bidder)

Bidder Ref No. .... Dated  
Ref: Your Tender enquiry No. W-77/2018-19/5 Dated 22/02/2019

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. ....dated .....the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply unskilled , semiskilled & skilled manpower in conformity conditions of contract and service charges attached herewith and made part of the financial Bid.
2. Bid submitted by us is as per the guidelines / instructions given in the Electronic Tender System.
3. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to perform all the services specified in the contract in accordance Section- IV & V of tender document.
7. Until an Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated this .....Day of .....2019.

Signature

Name

In capacity of

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

Witness

Signature

Name

Address .....

ANNEXURE-L

UNDERTAKING TO SUBMIT LABOUR LICENCE

I , Sri/Smt/M/s \_\_\_\_\_ (Name of the Contractor) do hereby undertake to submit labour license for the required number of laborers for Zones which I /We will be awarded for providing unskilled, semiskilled & skilled labourers within 15 days 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

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 providing unskilled, semiskilled & skilled manpower for carrying out different activities in Balangir Telecom District) 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 / Authorized signatory

Date:

Name & Seal of the tenderer