

NIT No. GM/ETR-BN/ HV/2020-21/I dated 03-12-2020



Bharat Sanchar Nigam Ltd.

(A. Government of India Enterprise)

**O/o the General Manager(Mtce), ETR,
Old Microwave Campus, Nayapally, Bhubaneswar-751012**

E-TENDER DOCUMENT

NAME OF WORK:

**NIT for job contract for vehicle operation and allied
works in field units and Hqrs under
Odisha ETR Sub-region.**

Submission of E-Tender : Up to 14:00 Hrs of 26-12-2020

Date & time of opening of Tender : 15:00 Hrs of 28-12-2020

**Divisional Engineer (NWO)
ETR, Telephone Bhawan
Bhubaneswar-751001
Phone No: 0674-2395746**

E-Tender Portal - <https://etenders.gov.in/e procure/app>

PLEASE VISIT BSNL sites : www.etr.bsnl.co.in or www.odisha.bsnl.co.in

Cost of Tender Paper: Rs.1180/-(including 18% GST)

Signature & seal of bidder

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Note: All the pages should be signed by the bidder and submitted

Signature & seal of bidder

Section-I

Office of the General Manager (Mtce), ETR,Nayapally, Unit-8, Bhubaneswar-751012 Tel.No. 0674-2560995 FAX No. 0674-2560100		भारत संचार निगम लिमिटेड (भारत सरकार का उपक्रम) BHARAT SANCHAR NIGAM LIMITED (A Govt. of India Enterprise)
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No.GM/ETR-BN/HV/2020-21/I

Dated at Bhubaneswar the 03-12-2020

NOTICE INVITING E-TENDER

Digitally signed online tenders [E-tenders (Digitally Signed)], on rupee payment basis are invited by DE (NWO), ETR, Telephone Bhawan, Bhubaneswar in Single Stage Bidding and Two stage Opening using two Electronic Envelopes [Techno-Commercial (Qualifying Bid) & Financial Bid] for and on behalf of the Chief General Manager, Eastern Telecom Region, BSNL, Kolkata from the experienced contractors/ firms/ agencies, for the Job Contract for “**VEHICLE OPERATION**” and other allied works (skilled workers) under different OFC (Mtce) Divisions of ETR Odisha Sub-Region for a period of two years with an option of extension for a further period of maximum one year on mutual consent.

In this e-tendering process, no tender document shall be physically available for sale. Tender document can be downloaded from the website <https://etenders.gov.in/e procure/app>. Alternatively, the same shall also be available for downloading from www.etr.bsnl.co.in or www.odisha.bsnl.co.in. Interested bidders shall have to participate in this tendering process by registering themselves in the online portal <https://etenders.gov.in/e procure/app>”.

1	Name of the Work	Tender for job contract for vehicle operation and other allied works under ETR, Odisha Sub-Region.
2	Area of Contract	Different OFC Divisions and Hqrs under BSNL ETR, Bhubaneswar
3	Designation and address of the authority inviting tender	Divisional Engineer (NWO), ETR, TELEPHONE BHAWAN Bhubaneswar-751001
4	E-Tender No.	GM/ETR-BN/HV/2020-21/I dated 03-12-2020
5	Eligibility criteria	The bidder should have at least One year experience certificate of satisfactory performance in similar services with BSNL/ Government/ PSU. The experience certificate should be issued by the authority who should not be below the rank of DGM and the certificate should contain the contact details & phone number of the issuer. The bidder should have valid Goods and Service Tax registration certificate.
6	Time & date of submission of e-tender/bid	Up to 14:00 Hrs of dated 26-12-2020
7	Time & date of opening of e-tender/bid (Technical bid)	15:00 Hrs of dated 28-12-2020 onwards.
8	Bid Validity period	150 days from the date of opening of technical bid.
9	Number of vehicle operators	The bidder has to provide initially eleven number of vehicle operators (skilled) to operate the Departmental Vehicles of different Mtce Divisions under ETR Odisha Sub-Region. The number of operators may increase or decrease basing upon the availability of departmental vehicles.
10	Period of contract	Two years from the date of Award of contract with an option of extension for a further period of maximum one year as per terms and conditions of the tender document.
11	Estimated Cost.	Rs.61,00,000/- (Rupees Sixty One Lakh Only)
12	Cost of tender paper (Non-refundable)	As per the Table-A to be paid through Cash or a single DD drawn in favour of “Accounts Officer, O/o Dy. General Manager (Mtce), ETR, Bhubaneswar” payable at Bhubaneswar.

Signature & seal of bidder

13	EMD/Bid Security	As per the table-A given below. EMD should be paid in the form of a single DD/BC or TDR in favour "Accounts Officer, O/o the DGM (M), ETR, Bhubaneswar" payable at Bhubaneswar.
14	Rejection of tender paper	The Deputy General Manager (Mtce), ETR, Bhubaneswar reserves the right to reject any or all tender bids without assigning any reason thereof. Incomplete, ambiguous, conditional tender bids are liable to be rejected.
15	Availability of Tender Document	Tender document can be downloaded from website https://etenders.gov.in/e procure/app . Alternatively, the same shall also be available for downloading from BSNL website www.odisha.bsnl.co.in or www.etr.bsnl.co.in from 03-12-2020 onwards up to 26-12-2020 14:00 Hrs. As tenders are invited through e-tendering process, physical copy of the tender document would not be available for sale.
16	Contact details of BSNL	1. SDE(Tech), ETR, Bhubaneswar: 9437084433 0674-2560777

In case the tender opening day is declared as holiday/ bandh day, tender will be opened at the same time on the next working day. Any bid received after 14.00 hrs on date 26.12.2020 will not be accepted.

Table-A : Division-wise requirement of operators with Estimated Cost & EMD (Amt in Rs.)

Section No	Name of the OFC Divisions	Approximate Estimated cost	Cost of tender form	EMD	Performance Guarantee
1	All the OFC Mtce Divisions of ETR including Hqrs under Odisha sub-region.	61,00,000	1180	1,52,500	6,10,000

Bidders registered with NSIC/MSME are exempted from paying cost of tender paper as well as EMD on production of sufficient documentary proof in support of the nature of procurement and value of monetary limit.

**Divisional Engineer (NWO)
ETR, Telephone Bhawan
Bhubaneswar-751001
Phone No: 0674-2395746**

Note: The tender document should be downloaded from the website stated above and the cost of the tender document has to be paid either in cash or DD/BC drawn in favour of AO, %DGM (M), ETR, Bhubaneswar payable at Bhubaneswar and EMD through DD/BC/TDR while submitting the tender document. Otherwise the tender is liable to be rejected.

Copy of the NIT is issued to:-

1. The AGM(Admin)/VO, ETR, Kolkata for information
2. All DEs of Odisha sub-region for giving wide publicity.
3. Notice Board

**Divisional Engineer (NWO)
ETR, TELEPHONE BHAWAN
Bhubaneswar-751001
Phone No: 0674-2395746**

Signature & seal of bidder

SECTION-II

A.SCOPE OF WORK

The successful bidder has to supply vehicle operators to operate the Departmental Vehicles of different OFC Maintenance Divisions under ETR Odisha Sub-Region. The operators deployed by the agency must possess valid professional Driving Licence. For the time being 11(Eleven) numbers of Vehicle operators (skilled workers) are required for driving the departmental Vehicles of the following locations/sub-divisions.

B-Class City (4 numbers)

- i) O/o the GM (M),ETR, Bhubaneswar- 1 No
- ii) OFC Sub-division, Bhubaneswar under DE OFC(Mtce),ETR,BBSR-2
- iii) OFC Sub-division, Rourkela under DE OFC(Mtce), ETR, Rourkela-1

C-Class City (7 numbers)

- iv) OFC Sub-division, Nayagarh under DE OFC(Mtce),ETR,Bhubaneswar-1
- v) OFC Sub-division, Rayagada under DE OFC(Mtce),ETR,Koraput-1
- vi) OFC Sub-division, Balasore under DE Coaxial(Mtce),ETR,Cuttack-1
- vii) OFC Sub-division, Bolangir under DE OFC(Mtce),ETR,Bhawanipatna-1
- viii) OFC Sub-division, Bhawanipatna under DE OFC(Mtce),ETR,Bhawanipatna-1
- ix) OFC Sub-division, Keonjhar under DE OFC(Mtce),ETR,Keonjhar-1
- x) OFC Sub-division, Sambalpur under DE OFC(Mtce),ETR,Sambalpur-1

Normal duty period is 8(eight) hours per day. However he must be available for the operation of the vehicle on all the days of the month including Sundays and Holidays. The wages for extra duty performed will be paid as per the following calculation:-

$$\text{Rs/hr} = \frac{\text{Rate fixed per month} \times 12 \text{ months}}{365 \times 8}$$

The vehicle operators deployed by the bidder apart from operating the Vehicle, has to carry out other allied works like checking the mobil of the engine and topping the same, if so required, checking the water of the radiator, changing of the tyres, in case of puncture & cleaning the vehicle etc.

B.SCHEDULE OF RATES

The (i) wage rate of skilled worker(driver), ii) Employer's (contractor's) share of EPF contribution and (iii) Employer's (contractor's) share of ESI contribution to be paid to the bidder excluding GST for providing skilled worker(driver) for one day by the bidder will be in accordance with per day wages fixed for each skilled worker(driver) by the Deputy Chief Labour Commissioner©, Bhubaneswar from time to time during the period of contract and the same will be as under.The (iv) Employer's (Contractor's) share of service charge for providing per day skilled worker(driver) for operation of departmental vehicle will be in percentage rate of amount under column No.3 & 4 of following table during contract period.

Sl.No	Description	Minimum Daily wages for skilled worker (driver) (in Rs.)	
		B-Class City	C-Class City
1	2	3	4
1	Daily wages of one skilled worker(driver) w.e.f 01.04.2020 as prescribed by Dy. CLC©, Bhubaneswar (wage component)	695	593
2	Employer's (Contractor's) service charge for providing per day one skilled worker (driver) in percentage of amount under column No-3 & 4 of this table. The amount will be arrived at in accordance with finally approved L1 percentage amount.	The amount will be arrived at in accordance with finally approved L1 percentage amount.	
Note: - 1. The rate per day wages during the period of contract will be as per the rates communicated by the Dy. Chief Labour Commissioner©, Bhubaneswar from time to time. 2. The employer's (Contractor's) share of EPF contribution and ESI contribution to be paid to the contractor (bidder) will be based on the rates referred to at Note-1 above.			

Signature & seal of bidder

SECTION-III

SERVICE PROVIDER'S OBLIGATIONS

1. **Service to be provided** is supply on demand the vehicle operators (skilled) with valid driving license on hiring basis for running within the jurisdiction of **BSNL, ETR, Bhubaneswar Sub-Region**. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.
2. **Duty Hours of vehicles** are normally for **08 hours per day** on all working days of the month. However the driver must be available for the operation of the vehicle on all the days of the month including Sundays and Holidays. Actual duty hours / days shall be specified by the user of the vehicle.
3. The operator deployed by the bidder should carry one Authorization letter issued by the bidder by certifying his bonafideness. BSNL will not take any responsibility for providing boarding and lodging to the operator. In case of inefficiency or negligence of the operator, the bidder will be asked to change the operator as and when required.
4. In case of out station, extra wages is permissible as per Clause (2) for running period only and in the event of night halt, no halting charges will be admissible
5. The rate fixed will be valid for two years from the date of entering into the agreement and will not be changed under any circumstances.
6. The contract will generally be for two years but subject to termination at any time during the course of contract period without assigning the reasons there of by giving one month notice. The contract may be extended to another one year with the same terms and conditions, if needed.
7. BSNL shall not be held responsible regarding payment of wages, other statutory benefits like EPF/ESI, payments on National Holidays /Telegraph Holidays and payment of Bonus to the operators, including any legal litigations.
8. The bidder should strictly comply with the statutory requirements such as payment of minimum wages, EPF/ESI deposits etc and other statutory requirements.
9. The vehicle operators should have up-to-date Driving Licence and experience of running the vehicles minimum 2 (Two) years and no criminal case should be pending against them.
10. The bidder has to make good of the losses, if any, caused to the properties and the Vehicles of BSNL and also to the operator during the time of vehicle operation during the contract period agreed to.
11. The bidder should have completed similar nature of work in any PSU/Govt./Private organization for at least one year.
12. The bidder should have valid labour license for similar nature of work.
13. The bidder should have valid GST registration certificate.
14. The bidder should have EPF & ESI Registration Numbers.
15. **Miscellaneous Conditions:-** Service Provider should comply with the following:
 - (i) **Telephones-** Telephones, where requisition of licensed operators can be conveyed all the 24 hrs. Telephone Numbers must be specified in the bid.
 - (ii) **Identity Cards-** Proper Identity Cards after verifying the antecedents of the vehicle operator through Local Govt. offices.
 - (iii) **Statutory Requirements-** It is desirable to have the Registration with EPF, ESI, Service Tax, PAN etc. However, if the Service Provider does not possess any or all the above, they should obtain the same if required by law to execute this service, within one month of commencement of Contract.
 - (iv) **Vehicle operators** attested copy of driving license should be submitted during the contractual period.
 - (v) **Assign** driving to only qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials and store items.

Signature & seal of bidder

16. Debarring Conditions:-

- (i) No sub-contracting of the Service allotted is permissible by BSNL. The near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in this tender.
- (ii) The tampering of meter reading, vehicle usage timings, overwriting of Summary / log sheet and misbehavior of operator while on duty shall be viewed seriously, leading to even cancellation of contract.
- (iii) Service Provider shall not engage any person below 18 years of age.

17. BSNL will not have obligation:-

- (i) No liability whatsoever for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. in this regard and the Service Provider shall indemnify BSNL against any/all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.
- (ii) No direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to BSNL have to be suitably compensated by Service Provider.
- (iii) Not be responsible for theft, burglary, fire or any mischievous deeds by his staff.
- (iv) Service Provider shall be the employer for his workers and BSNL will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers.

SECTION-IV

E-TENDER TERMS AND CONDITIONS FOR PROVISION OF SKILLED WORKERS

1. PREAMBLE

For and on behalf of Bharat Sanchar Nigam Limited, the Dy. General Manager (Mtce), ETR, Bhubaneswar invites E-tenders for provision of skilled workers (drivers) to operate departmental vehicles in different OFC maintenance divisions under Eastern Telecom Region under Odisha Sub-region for a period of **two years, extendable by another year on mutual consent.**

Eastern Telecom Sub-Region, Odisha is a unit of BSNL (A Govt. of India Enterprise), responsible for the maintenance of **Optical Fibre Cable** network and systems in the state of Odisha. The Optical Fibre cable is generally laid along the side of the Road (National Highways, State Highways, Municipal Corporation, Rural roads) to connect Telecom Installations and various network elements in BSNL.

The primary duties of skilled worker(driver) is to operate departmental vehicles of BSNL during the period of contract..

2. BIDDER ELIGIBILITY:

- 2.1 Experienced bidders, who have at least One year experience certificate of satisfactory performance in similar services preferably with BSNL/Government /PSU are eligible. Bidder shall have a minimum annual turnover of Rs.20 Lakhs per annum during any one of the previous three years viz. 2017-18, 2018-19 or 2019-20.
- 2.2 The bidder should furnish EMD & cost of bid document as per NIT Section-I. Submission of EMD and Tender Paper cost is not required to those bidders who are registered with NSIC/MSME. But they have to produce sufficient documentary proof in support of nature of procurement and approved monetary limit
- 2.3 The bidder should have GST registration in the firm/bidder's name.
- 2.4 The bidder should have PAN card of the firm/individual in case proprietorship & Income Tax return for the financial year 2018-19 i.e. Assessment Year 2019-20.

3 TENDER SUBMISSION:

- 3.1 The bid contains three parts –

The first part (Envelope-A) should contain

- a) Original DD/BC/TDR towards cost of tender document.
- b) Original DD/BC/BG/TDR towards EMD/Bid Security
- c) Original power of attorney (if applicable) executed after the date of NIT.

The above documents are to be kept in wax/tape sealed envelope-A and should be super scribed at the top as **“E-tender for provision of skilled worker (driver) in ETR”** and to be dropped into the tender box placed in the chamber of SDE (Tech), 1st Floor, O/o the DGM (M), ETR, Nayapally, Bhubaneswar-751012 up to **14:00 Hrs** of the day of **26-12-2020**. In case of NSIC/MSME certificates that may be kept in the envelope or alternately the same can be produced to TOC for verification

- 3.2 The second part is the envelope-B(a soft copy folder) containing scanned documents of Technical Bid as per the check list should be uploaded in the appropriate place of the e-tender portal . Technical e-bid check list containing the list of documents in the excel format has to be filled carefully in the e-portal.

- 3.3 The third part contains financial e-Bid (Price Schedule). Financial e-bid containing the Price schedule in the excel format has to be filled carefully in the FINANCIAL BID e-portal. Offline submission of financial bid is not allowed.

The completed e-bid form with address and seal of the bidder should be addressed to

The Sub Divisional Engineer (Tech)
% the DGM(Mtce), ETR, Unit-VIII
Nayapally, Bhubaneswar-751012

Signature & seal of bidder

3.4 Last date for submission of tender offer is 14.00 hours of **26-12-2020**.

3.5 The bidder is requested for online submission of the tender document as a token of having read the tender documents fully and understood. Both online/offline submissions are mandatory before the closing of bid submission.

Online submission:

- i) Scanned copy of DD for bid document as applicable
- ii) Scanned copy of DD/TDR/BG to the value of EMD as applicable.
- iii) All eligible documents listed in clause 2 of Section-IV of the tender document.
- iv) Signed copy of the tender document either manually or digitally.
- v) Financial Bid

3.6 All mandatory documents should be submitted online.

3.7 Evaluation will be done based on the documents submitted in online only.

3.8 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.

4. EARNEST MONEY DEPOSIT

4.1 EMD as per the applied unit/area/division should be paid.

4.2 EMD shall be deposited in the form of DD or Bank Guarantee or Bank Term Deposit Receipt in favour of Accounts Officer, % the Dy. General Manager (Mtce), ETR, Bhubaneswar payable at Bhubaneswar issued by any Nationalized Bank/Scheduled Bank. The BG/TDR should be valid for 180 days and should be issued after the date of NIT.

4.3 Bidders who are registered with NSIC/MSME authorities for the tendered services/item are exempted from paying EMD and Cost of tender document Fee on production of a valid copy of certificate issued by NSIC/MSME for the purpose.

4.4 The EMD will not carry any interest, while it is in the custody of BSNL.

4.5 The EMD will be returned to the successful/unsuccessful bidders after finalization of the Tender.

4.6 The EMD will be forfeited if a successful bidder does not pay the Security Deposit in time and execute the Agreement. He will also not be eligible to participate in the tender floated by BSNL ETR, Bhubaneswar for the same work for one year from the date of intimation to pay the SD.

4.7 The EMD will be forfeited if the bidder withdraws the tender offer before finalization of the tender.

5 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

The bidder shall furnish the self attested copies of the following documents, as part of his bid documents establishing the bidder's eligibility. The original documents should be produced on demand for verification.

- a) Cost of tender document
- b) EMD payment through DD/BG/TDR in original.
- c) Experience certificate of satisfactorily performance of similar works for a minimum period of one year in any of the previous three financial years by BSNL/Govt/PSU. The experience certificate should be issued by the authority who should not be below the rank of DGM.
- d) Copy of PAN and copy of latest IT return.
- e) The bidder shall have a minimum annual turnover of Rs.20 lakhs per annum during any one of the previous three years. The annual turnover certificate to this effect should be duly certified by the company auditor/Chartered Accountant. Neither balance sheet nor profit and loss account statement will be entertained.
- f) Certificate for not having near relatives working in BSNL.
- g) Copy of proof of GST Registration.
- h) Copy of Registration certificate of the Company/Firm.
- i) Copies of Articles of Association and Memorandum of Association in case of Limited Company or Copies of Partnership Deed and Power of Attorney in case of Partnership firm or Affidavit in case of sole proprietorship.
- j) Bidder's profile duly filled in.
- k) Check list duly filled in.
- l) Technical bid information sheet
- m)

Signature & seal of bidder

However, any bid not accompanying the following documents/deposits will summarily be rejected.

- a) Cost of documents
- b) Bid Security area/unit/division wise.
- c) Experience certificate as per clause no. 2
- d) Tender form signed in all pages either manually or digitally.

6 BID OPENING

- 6.1 The tenders will be opened in the Conference Hall, located at 1st Floor of the office of DGM(Mtce), ETR, Bhubaneswar in the presence of the bidders or their representatives present at that time.
- 6.2 Two stage process will be adopted in the opening of the bids. On the tender opening date "TECHNOCOMMERCIAL" bid shall be opened first and examined. The "FINANCIAL BID" will be opened only for qualified bidders in "TECHNOCOMMERCIAL" bid. The date and time of opening of FINANCIAL BID" shall be conveyed to all the bidders who have qualified in "TECHNOCOMMERCIAL" bid and their representative shall be allowed to attend the financial bid opening.
- 6.3 If the office remains closed or is not able to function due to unexpected reasons the tender will be opened at the same time of the next following working day.
- 6.4 Any tender received after the deadline for submission of bids prescribed by BSNL in Clause 3.4 shall be rejected and returned to the tender.
- 6.5 Representative/authorized person desirous of attending the bid opening must produce an "AUTHORISATION LETTER" as per the format prescribed in the tender.
- 6.6 BSNL reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts with BSNL or not fulfilling the tender conditions for the tender floated by BSNL, ETR, Bhubaneswar.
- 6.7 The "TECHNOCOMMERCIAL" bid will be opened on the date of opening of e-tender in e-portal.
- 6.8 During opening of "Financial Bid", in case there is discrepancy in figures and words in the quote, the same shall be announced in the Bid opening time, but the rate quoted in words shall prevail.

7 REJECTION OF OFFER

- 7.1 The bidder is expected to read and examine all the instructions, terms and conditions of the bid. Failure to furnish any information required as per the tender conditions or submission of the tender schedule not substantially responding to the tender condition in every respect will be at the bidder's risk and shall result in rejection of the tender.
- 7.2 If any the prescribed conditions are not fulfilled or incomplete in any respect then the tender is liable to be rejected.
- 7.3 No clause in terms and conditions, agreement or in Annexure should be added or altered. If any clause is found added or altered the tender will be rejected.

8 RATE QUOTING METHOD

- 8.1 The rates should be quoted only for the areas for which the costs of document and EMD have paid as per the NIT in figures and words in the form supplied under Section-IX Financial bid. Any ambiguity in rates shall make the tender invalid. No clause should be added or altered in Section-IX **Financial Bid**.
- 8.2 The bidder shall give the total composite price and the price needs to be individually indicated against all the items as per price schedule given in section-IX. The offer shall be firm in Indian Rupees.
- 8.3 The rates are to be quoted clearly in words and figures in Section-IX Financial Bid only. The amount quoted should be inclusive of all charges and levies but excluding GST as applicable.
- 8.4 The GST as applicable shall be shown separately in the monthly bills.
- 8.5 If any correction in quote is necessary, it should be updated in the portal only before the closing time without any addition/alteration in clause of Section-IX Financial Bid.
- 8.6 A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected.
- 8.7 The unit price quoted by the bidder shall be sufficient to enable BSNL to arrive at prices offered for the route.
- 8.8 In case if there is any difference or ambiguity in amount written in figures and amount written in words, then the amount written in words will be treated as amount quoted.
- 8.9 The amount quoted is fixed during the entire period of contract and extended period if any and shall not vary on any account. No upward revision of rate is allowed.

Signature & seal of bidder

9 EVALUATION CLAUSE

- 9.1 BSNL will evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required cost of document and EMD have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 9.2 Techno-commercial Bid Evaluation committee shall evaluate the bids to determine whether they are complete in all respect. Prior to the detailed evaluation, BSNL will determine the substantial responsiveness of each bid in the bid format. For purpose of these clauses a substantially responsive bid is one which confirms to all the terms and conditions of the bid documents without any deviations. BSNL's determination of bid's responsiveness is to be based on the contents of the bid documents without deviations. A bid, determined as substantially non responsive will be rejected by BSNL.
- 9.3 BSNL may waive any minor infirmity or non-confirmity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.
- 9.4 The Financial bid of the valid techno-commercial and responsive bids shall be opened subsequently on a day fixed by the BSNL and evaluated separately. The date of the opening of the financial bid shall be communicated to the Techno-commercially qualified bidders in e-portal.
- 9.5 The tender evaluation will be based on the lowest rate for total items and the rates are to be quoted accordingly in the FINANCIAL BID in Section-IX. Rates are negotiable as desired by BSNL.
- 9.6 If there is any difference or ambiguity between the rates quoted in figures and words, the rates quoted in words will be considered for evaluation.
- 9.7 The work shall be allocated to one or more than one contractor as per the requirements of BSNL. The L1 shall be arrived at, as indicated in Section-IX of financial bid.

10 SECURITY DEPOSIT

- a) The successful bidder including NSIC/MSME registered firms should deposit Security Deposit equivalent to 10% of the tendered amount for the work specified for two years within 15 days from the date of issue of provisional awarding letter.
- b) This Security Deposit is payable in the form of Bank Guarantee or Term Deposit Receipt only issued by a Nationalized/Scheduled Bank and it should be for a period of 30 months.
- c) Performance Bank Guarantee of 10% of the total contractual cost is to be deposited by the contractor to BSNL before signing of the agreement. Contractor shall submit the aforesaid PBG of the said amount or as BSNL may recommend from time to time. Without prejudice to other rights and remedies available to BSNL, BSNL reserves the right to forfeit/adjust the said PBG in full or part or any sum due from the contractor to BSNL at any time. Contractor shall continue to be liable for balance if any.
- d) BSNL reserves the right to increase the amount of PBG at any time on its own discretion with respect to any/some/all such contractors.
- e) The amount of PBG will be kept as Security Deposit for a period of 30 months. If the period of validity of the Tender extended, the validity period of the PBG should also be extended. In case additional guarantee is required for the extension of the contract as per this clause, such BG for the period that may be prescribed is to be furnished. Failure to pay the security deposit within the specified time will entail forfeiture of EMD and also rejection of the tender.
- f) The Security Deposit will not carry any interest while it is in the custody of BSNL.
- g) The security deposit will be refunded only after the successful completion of the contract.
- h) The successful bidder should remit an additional Security Deposit if the contractor is asked to provide additional skilled workers as per the contract.
- i) If the contractor fails to undertake the work within the time limit mentioned, the penalty for delay shall be recovered from the Security deposit.
- j) If the contractor fails or delay in carry out of vehicle operation duty as ordered by BSNL or fails to make good the damage done to the assets of BSNL while executing the contract, the recovery of the penalty or to

the extent of cost of rectification or damage done as assessed by BSNL shall be recovered from the pending bills or Security Deposit. The assessment on recoveries made by the BSNL shall be final and binding on the contractor.

- k) The Security Deposit will be forfeited in the following circumstances:-
- i) In case of any document is found false/forged at any stage.
 - ii) If the contract is terminated by the BSNL due to poor quality of work or negligence/misbehavior/bad act of the contractor/his personnel or non-observing the provisions stipulated in the contract.
 - iii) If the contractor is found violating any law/rule related to work and workman and report in this regard is received from the competent authority indicating the contractor for violation of any law/rule. If any compensation is to be paid by BSNL for failure to adhere to the laws, the same will be borne by the contractor.
 - iv) If the bidder withdraws the tender during the currency of the tender period.

11 AGREEMENT

- 11.1 The successful bidder will be required to execute an agreement in a Non-judicial stamp paper of appropriate value within the time frame stipulated by BSNL.
- 11.2 The BSNL reserves the right to add/delete/alter the clause in the agreement.
- 11.3 Failure of the successful bidder to comply with the requirement of clause 11.1 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security (EMD) in which event BSNL may make the award to any other bidder, at the discretion of BSNL or call for new bids.

12 VALIDITY

- 12.1 The bid shall remain valid for 180 days from the date fixed for bid opening and it will remain binding upon the bidder and is to be accepted at any time before the expiry of the period. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.
- 12.2 The period of contract shall normally be two years from the date of awarding of the tender but can be extended for a further period of another one year or till such time a fresh tender is finalized whichever is earlier at the same rate with the same terms and conditions.
- 12.3 The rate once approved will not be changed under any circumstances. No upward revision of rate is allowed during the entire period of contract including the period of extension if any.

13. AWARD OF CONTRACT

Tendering authority shall consider placement of letter of intent (LOI) to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within **two** weeks of issue of letter of intent, give his acceptance along with performance security in conformity with **Annexure-F** with the bid document.

14. 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. BSNL shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to affected bidder(s) for the action of BSNL.

SECTION-V

(COMMERCIAL CONDITIONS OF CONTRACT)

1. APPLICATION:

The General Conditions shall apply in contracts made by BSNL for the provision of skilled workers(drivers) to be provided by the bidder.

2. STANDARDS:

The services provided under this contract shall conform strictly to the BSNL standards prescribed in the special conditions mentioned in Section-IV.

3. DAMAGES AND LOSSES

- i) The contractor getting the work order will be entirely responsible for all losses and damages caused during contract of work by him to men, material and properties belonging not only to BSNL but also to other organizations and individuals. BSNL shall have no liability whatsoever.
- ii) Any legal or financial implications while executing the work would vest with the contractor only. BSNL shall have no liability whatsoever.

4. PENALTIES/ LIQUIDITY DAMAGES

- i) The contractor getting the work order will be entirely responsible for all losses and damages caused during the execution of work being done and as a consequence of work done by him to men, material and properties belonging not only to BSNL but also to other organizations and individuals where the contractor is expected to carry out the works.
- ii) In the event of the contractor refusing or failing to make amends and / or compensate for such losses and damages at his own expenses, the BSNL may attend to such matters and deduct such of the sums expended and / or lost on account of the same from the amounts due and payable to the contractor. In case of materials or properties of BSNL, the sum as per the BSNL rates will be deducted from the amount due and payable to the contractor or from the security deposit. The decision of GM(Mtce), ETR, Bhubaneswar will be final in this regard.

5. TERMINATION

- i) BSNL, ETR, Bhubaneswar, may without prejudice to any other remedy for breach of contract, may terminate the contract with forfeiture of Security Deposit in whole or in parts by giving 15 days notice.
- ii) If the contractor fails to perform any of the terms and conditions under the contract.
- iii) BSNL may without prejudice to other rights under the law of the contract provided get the tender work done at the risk and cost of the bidder in the above circumstances.
- iv) BSNL may also by giving written notice and without compensation to the contractor, terminate the contract with forfeiture of Security Deposit, if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action for remedy, as deemed fit.
- v) BSNL shall not be responsible for any loss or damage incurred to the contractor as a result of the termination of the contract. BSNL shall be free to take due action for the appointment of a new contractor during the period under notice and thereafter. The contractor / the company will be debarred for further participation in the tender floated by BSNL
- vi) The successful bidder shall under no circumstances sublet the contract and if shall do so, the BSNL whereupon by notice in writing rescind the contract with forfeiture of Security Deposit.
- vii) BSNL reserves the right to blacklist a contractor for a suitable period in case he fails to honour his tender without any sufficient grounds.

Signature & seal of bidder

6. PAYMENT OF BILLS

- a) The payment shall be made within 30 working days from the date of receipt of bill in the O/o Deputy General Manager (Mtce), ETR, Bhubaneswar-751012. Monthly bills in respect of provision of skilled workers shall be submitted in triplicate to the SDE (Tech) or authority specified in contract along with completed duty slips/log book copy duly signed by the user by the 5th of the following month for payment. The copy of EPF paid challan for the previous month / quarter as the case may be should be produced along with the bills for payment. In case, the bills are not submitted to BSNL as per above schedule, it will not take responsibility for delay in payment.
- b) The user of the vehicle will scrutinize the tax invoice and other documents submitted by the contractor and forward the same to AO (Cash) duly certified for arranging payment. Payment will be made after deducting the statutory dues, as applicable. Currently engaging manpower attracts GST of 18% which should be shown by the contractor in GSTR1 to enable availment of ITC by BSNL.
- c) The bidder has to give the mandate for receiving payment electronically and the charge if any levied by the bank has to be borne by the bidder /contractor. The contractor is required to give the following information for this purpose:
 - i) Beneficiary Bank name and account number
 - ii) Beneficiary branch name
 - iii) IFSC code of beneficiary Branch
 - i) Beneficiary account number
 - ii) All the bills and receipts for payment should be signed by the contractor himself.

7. RIGHTS RESERVED FOR BSNL

- i) BSNL reserves the right not to accept the lowest or reject any or all the tenders without assigning any reason at any stage. On all the matters relating to this tender the decision of the General Manager (M), ETR, Bhubaneswar will be final and binding and the same cannot be referred to the court of law.
- ii) BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his tender without sufficient grounds.
- iii) BSNL reserves the right to award the tender to deserving parties either in full or part. The decision of BSNL in this regard is final and unquestionable.
- iv) BSNL reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts with BSNL or not fulfilling the tender conditions for the tender floated by BSNL, ETR, Bhubaneswar.
- v) This award of work contract does not confer any right to appointment in BSNL.
- vi) BSNL reserves the right to call the bidder and conduct negotiation, if necessary.
- vii) BSNL reserves the right to counter offer the tender with the other bidders who agree with the rates of L1 bidders.
- viii) In case of any dispute before entering into contract, the decision of the General Manager (Mtce), ETR, Bhubaneswar shall be final.

8. COMMITMENTS OF THE BIDDER

The bidder will not enter with other bidders into any undisclosed agreement or understanding whether formal or informal. This applies in particular to prices any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

9. DISQUALIFICATION FROM BIDDING PROCESS AND RESTRICTIONS

If the bidder before award or during execution has committed a transgression through a violation of any of the clause above, BSNL is entitled to disqualify the bidder from the bidding process and exclude him from future contract. Any attempt for negotiations direct or indirect or any attempt to secure any interest for actual prospective tender or influence by any means for the acceptance of particular tender will render the concerned bidder liable for exclusion from consideration.

Signature & seal of bidder

10. COMPENSATION FOR DAMAGES

If BSNL has disqualified the bidder from the bidding process prior to the award according to the Clause 5 above, BSNL is entitled to forfeit the Earnest Money Deposit.

11. FORCE MAJEURE

1. If at any time, during the continuance of this contract, the performance in whole or part, by either party or any obligation under this contract shall be prevented or delayed by reasons beyond control-FORCE MAJEURE- neither party shall, by reasons of such events be entitled to terminate this contract, nor shall either party have any claim or damages against the other in respect of such non performance or delay in performance.
2. The force majeure shall include war or hostility, or acts of the public enemy, or civil commotion, or sabotage, or fire, or floods, or explosions, or epidemics, or quarantine, or restrictions, or strikes, or lockouts or acts of God (hereinafter referred to as eventuality).
3. Provided such force majeure provisions apply only if notice of happening of any such eventuality is given by either party claiming concession to the other within 21 days from the date of occurrence thereof.
4. Provided activities under the contract that were interrupted under the force majeure event are resumed as soon as practicable after such event comes to an end, or cease to exist, and the decision of BSNL as to whether the activities have been so resumed or not, shall be final and conclusive.
5. Provided further that if the performance in whole or part of, any obligation under this contract is prevented or delayed by reasons, for any such events for a period exceeding 60 days, either party may at his option terminate the contract.

12. DISPUTE / ARBITRATION

1. In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matters, the decision of which is specifically provided under this agreement) the same shall be referred a sole arbitrator who will be appointed by the General Manager(Mtce), ETR, Bhubaneswar in accordance with the Arbitration and Conciliation Act, 1996.
2. The award of the arbitrator shall be final and binding on both the parties. It is a term of agreement that, in the event of such arbitrator to whom the matter is originally referred to, being transferred or vacating his office on resignation or otherwise or refuses to do the work or neglecting his work or being unable to act for any reason whatsoever then BSNL shall appoint another person to act as arbitrator in the place of the outgoing Arbitrator. The agreement to appoint an arbitrator will be in accordance with Arbitration and Conciliation Act 1996.
3. The arbitrator, may from time to time, with the consent of both the parties shall enlarge the time frame for making and publishing the award. Subject to the aforesaid Arbitration and the 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.
4. Upon every and any references as aforesaid, the assessment of cost and of incidental expenses, in the proceedings for the award shall be in the discretion of the arbitrator.
5. The venue of the arbitration proceedings shall be the place from which the acceptance note is issued or such other place as the arbitrator at his discretion may decide.

13. COMPLIANCE WITH LAWS AND REGULATION

1. All the successful bidders are bound by the labour laws as amended from time to time and also bound by the various provisions of the said laws.
2. All payments of salaries, leave, EPF, ESI contribution for the workers engaged by the contractor for the execution of the tender work and all other liabilities imposed by the Contract Labour (R & A) Act 1970 and the EPF and ESI organizations wherever applicable will be the sole responsibility of the

Signature & seal of bidder

contractor and BSNL will stand indemnified in this regard.

14. CERTIFICATE

BSNL non-executive and executive employees also called Group-A and Group-B officers working directly recruited or on deputation and their near relatives are prohibited from participation in this tender. Hence, the bidder participating in the BSNL tender should ensure that none of their relatives are working in BSNL. 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 other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) and daughter's husband (son-in-law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law).

The bidder should give a certificate to the effect that none of his/her relatives is working in the units of BSNL as defined above (copy of which enclosed).

In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and the EMD/ Security Deposit will be forfeited at any stage whenever it is noticed. BSNL will not pay any damages to the company or firm or concerned person. The company or the firm or the person will also be debarred for further participation in the tenders floated by ETR, Bhubaneswar.

15. SET OFF

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

16. CONTACTING THE TENDERING AUTHORITY:

1. 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.
2. 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.

17. AWARD OF CONTRACT

Tendering authority shall consider placement of letter of intent (LOI) to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within **two** weeks of issue of letter of intent, give his acceptance along with performance security in conformity with **Annexure-F** with the bid document.

18. TENDERING AUTHORITY'S RIGHT TO ACCEPT AND REJECT ANY BID

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. BSNL shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to affected bidder(s) for the action of BSNL

Signature & seal of bidder

SECTION-VI
(SPECIAL CONDITIONS OF CONTRACT)

I. GENERAL:

1. The work shall be accepted only after the test check carried out by BSNL authorities, if required.
2. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL.
3. BSNL reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
4. The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 13 Any clarification issued by BSNL, in response to query raised by prospective bidders shall form an integral part of bid documents and it may be treated as an amendment to the bid documents.
- 14 Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, the BSNL shall be entitled to recover such sum in part or whole from the security deposit of the contractor or running / Final bill pending against any contract with the BSNL. In the event of the security being insufficient, then the balance or the total sum recoverable, shall be deducted from any sum then due or which at any time there after may become due to the contractor under this or any other contract with BSNL. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to BSNL on demand the balance remaining dues.
- 15 No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering BSNL or any other BSNL of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service without the previous permission of Government of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who hadn't obtained the permission of Government of India as aforesaid before submission of the engagement in the contractor's service as the case may be.
- 16 In the event of the contractor being, adjusted insolvent or going voluntarily into liquidation or having received order or other order under insolvency act made against him or in the event of the contractor failing to comply with any of the conditions herein specified. BSNL shall have the power to terminate the contract without any notice.
- 17 Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the tendering authority, on behalf of BSNL can terminate the contract without compensation to the contractor. However DGM Mtce,ETR Bhubaneswar, at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of DGM Mtce,ETR Bhubaneswar shall be the final.

II. TAXES AND DUTIES:

Contractor shall pay all rates, levies, fees royalties, taxes and duties payable or arising from out of, by virtue of or in connection with the contract. GST will be paid extra by BSNL where ever applicable as per rate in force.

Signature & seal of bidder

III. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

Obtaining License before commencement of work :

The contractor shall obtain a valid labour license under the Contract Labour (R & A) Act 1970 and the Contract Labour (Regulation and Abolition) Central/state Rules 1971, before commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

- a) Normally working hours of an employee should not exceed 8 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 8 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.
- d) Where the minimum wages prescribed by the BSNL, under the Minimum Wages Act, 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 proceeding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- 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) The wages of a worker shall be paid to him without any deduction of any kind except fines/absence from duty/damage to or loss of goods. Any other deduction, which the Central Government may allow from time to time.
- g) 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.
- h) The contractor shall maintain **Register of Persons employed** on work on contract in Form XIII of the Contract Labour (R & A) Central Rules 1971.
- i) 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.
- j) 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.
- k) 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.
- l) 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.

During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws, rules, regulations etc. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents.

Section-VII **E-tendering Instructions to Bidders**

Note :-The instructions given below are for e- tenders invited by DGM(M) ETR, Bhubaneswar only.

General

These Instructions (for e-Tendering) supplement „Instruction to Bidders under General (Commercial) conditions, as enclosed in Section IV of the Tender Document.

Submission of Bids only through online process is mandatory for this Tender. For conducting electronic tendering, ETR unit, BSNL, Bhubaneswar is using the portal <https://etender.gov.in/eprocure/app>.

1). BROAD OUTLINE OF ACTIVITIES FROM BIDDERS PROSPECTIVE:

- (i) Procure a Digital Signing Certificate (DSC)
- (ii) Register on Electronic Tendering System (ETS)
- (iii) Create Users and assign roles on ETS
- (iv) View Notice Inviting Tender (NIT) on ETS
- (v) Download Official Copy of Tender Documents from ETS
- (vi) Clarification to Tender Documents on ETS – Query to BSNL (Optional)
 - View response to queries posted by BSNL, through addenda/corrigendum.
- (vii) Bid-Submission on ETS
- (viii) Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Technical-Part
- (ix) Post-TOE Clarification on ETS (Optional) – Respond to BSNL's Post-TOE queries
- (x) Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Financial-Part (Only for Technical Responsive Bidders)

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 ETS.

Note 1: It is advised that all the documents to be submitted (See clause 2 of section IV and Technical Bid check list) 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.

Note 2: While uploading the documents, it should be ensured that the file name should be the name of the document itself.

2). 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 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

3). REGISTRATION

The Tender document can be downloaded from the website: <https://etender.gov.in/eprocure/app> and to be submitted in the e-format. In this process of e-tendering for inviting tender bids, the physical copy of the tender document will not be sold.

Signature & seal of bidder

BSNL Contact-1	
BSNL's Contact Person	DE (NWO), Telephone Bhawan, Bhubaneswar-751001
Telephone/ Mobile	0674-2395746 (between 10:30 hrs to 17:30 hrs)
E-mail ID	

BSNL Contact-2	
BSNL's Contact Person	SDE(Tech), 1st Floor, O/o DGM(Mtce), ETR, Unit-8, Nayapally, Bhubaneswar-751012
Telephone/ Mobile	0674-2560777 (between 10:30 hrs to 17:30 hrs)
E-mail ID	binayasamal@gmail.com

4). Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a multi- dimensional 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:

As part of the Electronic Encrypter functionality, the contents of both the "Electronic Forms" and the "Main-Bid" are securely encrypted using a Pass-word created by the server itself. The Pass-word is more difficult to break. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public- Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

5) Public Online Tender Opening Event (TOE)

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) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet. 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)".

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 enhance Transparency. Detailed instructions are given on relevant screens.

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.

6). Other Instructions

For further instructions, the vendor should visit the home -page of the portal <https://etender.gov.in/eprocure/app> Note: It is strongly recommended that all authorized users of Supplier organizations 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.

The following **FOUR KEY INSTRUCTIONS for BIDDERS** must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS
(There could be last minute problems due to internet timeout, breakdown, et al) While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.

Minimum Requirements at Bidders end

1. Computer System with good configuration (Min P IV,1GB RAM,Windows XP)
2. Broadband connectivity.
3. Microsoft Internet Explorer 6.0 or above
4. Digital Certificate(s)

Section-VIII
Bid Check List

(This will also require to be filled on-line in an excel sheet template in e-tender portal)

	Name of the OFC Division(s)	Name of the bidder	
Sl. No.	Details of Documents scanned and uploaded in the e- tender portal		Uploaded (Yes/No/NA)
1	DD/BC towards Cost of Tender paper of Rs 1180/-(Rupees Eleven hundred Eighty only)		
2	DD/BC/BG/FDR towards EMD of Rs.1,52,500/-(Rupees One Lakh Fifty Two Thousand Five Hundred only)		
3	Power of Attorney (if applicable) executed after the date of NIT if the signatory is other than the bidder		
4	Valid registration of the firm/agency recognized by Govt. of India /State Govt. or Registered under Companies Act		
5	Self Attested copy of Partnership deed or articles and memorandum of association as the case may be.		
6	Self Attested copy of PAN card of the firm/individual in case proprietorship & Income Tax return for the financial year 2018-19 i.e. Assessment year 2019-20.		
7	Self Attested copy of GST registration in the firm/ bidder's name, as applicable.		
8	Self Attested Photo copy of Valid EPF registration Certificate.		
9	Self Attested Photo copy of Valid Workman's compensation insurance or ESI certificate.		
10	Self attested photo copy of valid labour license		
11	Experience certificate from the competent authority as per eligibility criteria		
12	Declaration of non-tampering of tender document as per Annexure-B		
13	Declaration of clause by clause compliance as per Annexure-C		
14	No near relative certificate in BSNL as per Annexure-D		
15	Declaration for downloading the tender document as per Annexure-E		
16	Performance Bank Guarantee form as per Annexure-F		
17	Letter of authorization for attending bid opening as per Annexure-G		
18	Bidder Profile as per Annexure-H		
19	Mandate form for receiving payment as per Annexure-I		
20	Bid form as per Annexure-J		
21	Undertaking for labour license as per Annexure-K		
22	Undertaking regarding genuineness of documents/information submitted Annexure-L		
23	Declaration regarding understanding the tender documents Annexure-M		
24	SCHEDULE-B LETTER OF INTENT		
	The bidder should sign on all pages of bid document and upload the scanned copies.		

Signature & seal of bidder

Annexure-A
AGREEMENT(SAMPLE FORMAT)

1. This agreement is made this th day of 2020 in between M/s. (herein-after called the contractor) which expression unless exclude their successors/heirs/executors on one part and BHARAT SANCHAR NIGAM LIMITED represented by the DGM(Mtce), ETR, Bhubaneswar (hereinafter called BSNL, which shall office) on the other part do hereby declare that:
2. Whereas in pursuance to the Tender notice No..... regarding tender for provision of skilled workers (drivers) in different OFC Mtce divisions under ETR, Sub-Region, Bhubaneswar.
3. And whereas based on BSNL tender terms and conditions and on the acceptance of the same by the Contractor and has issued a letter of intent ("LOI") dated2020 to the Contractor. A copy of LOI issued to Contractor is enclosed as Annexure.
4. And whereas the contractor has also furnished Bank Guarantee for Rs...../- (Rupees only) to the Bharat Sanchar Nigam Limited in favour of Accounts Officer, % the DGM(M), ETR, Bhubaneswar.
5. And whereas in pursuance of the above, BSNL has agreed to avail the Services of the Contractor on exclusive basis and the Contractor has agreed to provide the same, on terms and conditions as contained herein below.

TERMS AND CONDITIONS:

6. The agreement shall commence from and shall continue till unless it is curtailed or terminated by the authority owing to the deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
7. The agreement shall automatically expire on unless extended further by the mutual consent of the contractor and the Authority.
8. The agreement may be extended, on the same terms and conditions or with some additions /deletions/modifications, for a further specific period mutually agreed upon by the contractor and the Authority.
9. The contractor shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without prior written consent of the Authority.
10. The contractor will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage.
11. To ensure that the skilled workers (drivers) deployed at BSNL office premises shall have suitable qualification, sufficient experience and good personality.
12. To ensure removal of its employee, if BSNL authority is not satisfied about the duty of a skilled worker (driver).
13. The firm shall also be responsible for the good conduct of the skilled worker (driver)s deployed by it in BSNL office premises and they shall not consume alcohol and smoke while in BSNL campus and they shall not come to BSNL premises after consuming alcohol.
14. The firm shall be responsible for the verification of the reliability of each individual deployed by it in the BSNL office premises.
15. The firm shall maintain regularly, punctually and faithfully an attendance register of the employees deployed by it in BSNL offices showing therein the skilled worker(driver)s attending their duties and the firm shall produce the register as and when so required by BSNL authorities.
16. The firm will also ensure that the skilled worker(driver)s in the BSNL office premises.
17. No sub-contract shall be allowed or responsibility allowed to be shifted by the firm for provision of the above security arrangement.
18. If at any time during the period of contract, it is observed by BSNL authorities that the service rendered by the firm are not to the satisfaction of BSNL or any terms of the agreement are violated, the authority will have the right to terminate the contract without any notice to the firm.
19. The firm will also undertake that they will not claim any permanent appointment in BSNL in future by virtue of this engagement of skilled worker(driver)s.

Signature & seal of bidder

- 20. The firm will also undertake that in case of any disputes arising out of the contract between the two parties, the decision of BSNL shall be final and binding and shall be accepted by the firm.
- 21. In the event of any conflict or inconsistency between the terms, conditions of a Schedule to this Agreement or other attachment to this Agreement and / or LOI, to the extent possible such provisions shall be interpreted so as to make them consistent. If it is not possible to interpret the provisions to make them consistent, the provisions of the main body of this Agreement shall prevail to the extent of the inconsistency.
- 22. This Agreement was drafted with the joint participation of the Parties and shall be construed neither against nor in favour of any one Party but rather in accordance with the fair meaning thereof.
- 23. Any provision of this Agreement which is void, illegal or otherwise unenforceable will be severed to the extent permitted by law without affecting any other provision of this Agreement, and, if reasonably practical, will be replaced by another provision of economic equivalence which is not so void, illegal or unenforceable.

For the avoidance of doubt, any additional terms or conditions in a Schedule, Annexure including any variations or amendments agreed by the Parties and recorded in writing will be a part of this Agreement and apply to the Services which are the subject of that Schedule, Annexure or any other documents incorporated by reference, Terms and conditions of Tender document ,LOI, work order , Terms and definitions in this Agreement shall have the same meaning as this Agreement, unless expressly stated otherwise.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE SET THEIR RESPECTIVE HANDS TO THESE PRESENTS AND DUPLICATES HEREOF ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

BHARAT SANCHAR NIGAM LIMITED

**CONTRACTOR'S
NAME**

SIGNED

SIGNED

Witnesses:

Witnesses:

Witness 1:

Witness 1:

Witness 2:

Witness 2:

ANNEXURE-B

DECLARATION OF NON-TAMPERING THE TENDER DOCUMENT.

I/we (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website www.odisha.bsnl.co.in or <https://eprocure.gov.in/eprocure/app> and no addition/deletion/correction has been made in the downloaded tender document. 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.

I/we also declare that I have enclosed a DD/BC for Rs...../- towards the cost of tender document along with this bid.

In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation.

Place:.....

Date:.....

Signature of bidder/Authorized Signatory

Name of the bidder.....

Seal of the bidder.....

Signature & seal of 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 of the tender document unconditionally.

Place : _____ Signature of the Tenderer _____

Date: _____ Name of the Tenderer _____

ANNEXURE-D

CERTIFICATE PROFORMA FOR NO NEAR RELATIVE(S) WORKING IN BSNL

I,.....,s/oresident of Certify that none of my near relatives as defined below 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 cancel the offer & EMD/Security deposit will be forfeited at any stage whenever noticed. The BSNL will not pay any damages to the company or firm or person. The company or firm or the person will also be debarred for further participation in the concerned unit.

Signature of bidder
with date & seal

N.B.:- The bidder(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined below. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person.

Signature & seal of bidder

ANNEXURE-E

Declaration for Downloading the tender Document.

I _____ (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website www.odisha.bsnl.co.in or <https://eprocure.gov.in/eprocure/app> and no addition/deletion/correction has been made in the proforma downloaded. I also declare that I have enclosed a photocopy of payment details of Rs 590.-/ (Rupees five hundred ninety only) towards the cost of tender document along with this bid. In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation.

Date: _____ Signature of Tenderer _____

Place: _____ Name of Tenderer _____

Signature of bidder
with date & seal

Signature & seal of bidder

ANNEXURE-F

PERFORMANCE BANK GUARANTEE (BOND FORM)

In consideration of DGMM ETR BHUBANESWAR , BSNL (hereinafter called 'BSNL') having agreed to exempt _____ (hereinafter called 'the said Contractor(s)') from the demand under the terms and conditions of an agreement/LOI, No _____ dated _____ made between _____ and _____ for provision of skilled worker(driver) in BSNL ETR (hereinafter called "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 the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer 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 BSNL by reason of 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 demure, merely on a demand from BSNL by reason of breach by the said Contractor(s)' of any of the 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 BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We undertake to pay to BSNL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/supplier(s) in any suit or proceeding pending 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 BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____(office/BSNL) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of ONE AND HALF YEARS (as specified in the Agreement) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank)_____ further agree with BSNL that 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 BSNL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of BSNL in writing.

Dated the _____ day of _____
For _____

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.

Signature & seal of bidder

ANNEXURE-G

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

To

**The Deputy General Manager (Mtce), ETR,
Unit-8, Nayapally, Bhubaneswar-751012**

Subject – Authorisation for attending bid opening on _____ (date) in the Tender of _____.

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 two representatives 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.

Signature & seal of bidder

ANNEXURE – H

BIDDER’S PROFILE

Passport size photograph of the bidder/ authorized signatory holding power of Attorney

GENERAL

1. Name of the bidder/firm

2. Name of the person submitting the tender whose Photograph is affixed
Shri / Smt.....

**(In case of Proprietary / Partnership firms, the tender has to be signed
By Proprietor / Partner only, as the case may be)**

3. Full Address of the bidder/ firm:

4. Tel. No. (With STD code) (O) (Fax).....[R].....

Mobile Telephone No... E-mail...

5. Registration & incorporation particulars of the firm:
i) Proprietorship iii) Private limited.
ii) Partnership 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 of Proprietor / Partners / Directors

6A Father’s name:

7. Permanent address of the proprietor:

8. Bidder’s bank, its address and his current account number

9. PAN, Income Tax Circle, and I.T.C.C. of last financial year

10. Details of Staff, if any:

11. Xerox copy of experience certificates:

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

Place:

Date:

Signature of bidder / Authorized signatory

ANNEXURE – I
(MANDATE FORM)

(Authorisation for payment of Supplier's/contractor's Bills through E-payment proforma)

To

**The Deputy General Manager (Mtce), ETR,
Unit-8, Nayapally, Bhubaneswar-751012**

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.

1. Name of the company /Firm

2. Address

3. Particulars of Bank Account

Name of the Bank

Branch Name

Type of Account SB Account / Current A/c

Ledger No./ Folio No.

Name of the Account Holder

Account Number appearing in the cheque Book

Branch Code

Branch Address

Telephone No. of the Branch

Whether NEFT system available YES/ NO

Whether RTGS enable branch YES/ NO

If RTGS enabled, IFSC code

9 – Digit code number of the Bank and branch as appearing on the MICR cheque issued by the Bank

Date of effect:

I hereby express my willingness to receive payment of the bills through Electronic fund transfer scheme. I do authorize the Accounts Officer (Cash) BSNL, % the DGM(M), ETR, Bhubaneswar to arrange to credit the payment of my account given above.

Signature & seal of bidder

ANNEXURE-J

(BID FORM)

Tender No.....

Date

To

**The Deputy General Manager (Mtce), ETR,
Unit-8, Nayapally, Bhubaneswar-751012**

Dear Sir,

1. Having the conditions of contract and services to be provided Nos..... the receipt of which is hereby duly acknowledged, I / We hereby offer my / our tender for "provision of skilled worker(driver) in BSNL ETR" in full compliance to the terms and condition of the NIT referred above in conformity with the conditions of contract and specifications for the sum shown in the **Price Schedule** attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiry of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated thisDay of2020.

Signature of.....

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Encls: Price Schedule

Signature & seal of bidder

SECTION-IX

FINANCIAL BID

PRICE SCHEDULE

The bidder should quote his service charge in percentage of the amount shown under column No.-2 & 3 against Sl. No-1 of Section-IX (Schedule of Rates) both in figures & words of per day wages of one unskilled/semiskilled/skilled labourer effective from date 01.04.2020 onwards as decided by the Dy. Chief Labour Commissioner (C), Bhubaneswar.

During validity period of the tender, the per day wages of one unskilled/semiskilled/skilled labourer/worker and the Wage rate of skilled labourer, Employer’s (Contractor’s) share of EPF contribution and Employer’s (Contractor’s) share to be paid to the contractor (Bidder) excluding GST is automatically allowed to be changed w. e. f. dated 01.04.2020 till next revision by Dy. C.L.C. (Central), Bhubaneswar. The above revision in per day wages will be strictly as per decisions and circulars of Dy. C.L.C. (Central), Bhubaneswar only.

SCHEDULE OF RATES

Name of the unit	Service Charge rate in % of wage component	
	In figure	In words
DGM(M), ETR, Bhubaneswar		
1	2	3

Place _____ Signature of the Tenderer _____

Date: _____ Name of the Tenderer _____

.B. : Above rates will be exclusive of GST.

Signature & seal of bidder

ANNEXURE-K

UNDERTAKING ON 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 provision of skilled worker(driver)for operation of departmental vehicles of BSNL 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 blacklisting of my contract as deemed fit.

Place: Signature of tenderer /Authorised signatory

Date: Name & Seal of the tenderer

ANNEXURE-L

(optional)

UNDERTAKING TO SUBMIT LABOUR LINCENCE

I , Sri/Smt/M/s _____ (Name of the Contractor) do hereby undertake to submit labour license for _____ number of labourers for Zone No _____, which I/We will be awarded for providing unskilled/semiskilled/skilled labourers within two months of issue of work order as I do not possess the license of such labourers at present.

Place: Signature of tenderer /Authorised signatory

Date: Name & Seal of the tenderer

Note:- This annexure is optional and applicable to those bidders who do not possess the labour license at the time of bidding.

Signature & seal of bidder

ANNEXURE-M

UNDERTAKING & DECLARATION

For understanding the terms & condition of Tender & Specification of work

a) Certified that:

1. I/We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the job at the rates quoted by us in the tender form.
2. I/we hereby declare that I shall comply with all the terms and conditions of the tender documents as out lined in all the clauses unconditionally.
3. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

b) The bidder hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the bidder from participation in its future tenders.

Date:

.....

Signature of bidder

Place:

Name of bidder
Along with date & Seal

Signature & seal of bidder

SCHEDULE - B

FORMAT of LOI (Letter of Intent)

NO. _____

Dated: _____

Sub: - Placement of LOI (Letter of Intent), for OFC maintenance in ETR, BSNL.

Ref: -

Dear Sir,

On behalf of BSNL, Letter of Intent is hereby issued for patchwork of O F cable route in respect of -----
----- (--- RKM) in ETR to fulfill the following terms and conditions.

- 1) The contractor has to submit a performance Bank Guarantee of Rs. _____ valid for a period of _____. The said BG shall be furnished by you from a nationalized bank/Scheduled bank within 7 days in accordance with the BSNL format as per Section-IX of the tender document.
- 2) Unit rate of the item shall be as per annexure; thereby total value of the order shall be Rs. _____ (as per annexure). The prices are firm, inclusive of all levies and taxes, excepting Service Tax.
- 3) The services rendered will be strictly in accordance with the specifications laid down by the BSNL in the above referred tender.
- 4) The works should commence within _____ days from the date of issue of detailed work order.
- 5) You are requested to convey your acceptance within 7 days along with PBG as per condition (1) above and enter into an agreement within 15 days of issue of LOI, failing which this offer is likely to be treated as cancelled.

Yours faithfully,

()

Signature & seal of bidder