

NIT No.ENG-304/CMTS/TENDER/HOUSEKEEPING/2019-20 Dt.22-06-2019



Bharat Sanchar Nigam Ltd.

(A. Government of India Enterprise)

**O/o Chief General Manager, Odisha Telecom Circle
BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009**

**T E N D E R
D O C U M E N T**

NAME OF WORK:

**SUPPLY OF MANPOWER TO CMTS UNITS
OF ODISHA AND RRC BHUBANESWAR FOR
HOUSEKEEPING AND OTHER WORKS**

Submission of E-Tender : Up to 14:30 Hrs of 17-07-2019

Date & time of opening of Tender: 15:00 Hrs of 17-07-2019

**AGM(O&M-CM)
O/o the CGM, BSNL
Odisha Telecom Circle
Ashok Nagar, Bhubaneswar-751009
Phone No-0674-2507000**

PLEASE VISIT US AT

PLEASE VISIT US AT

www.odisha.bsnl.co.in

www.tenderwizard.com/BSNL , https://eprocure.gov.in/cppp/

Cost of Tender Paper: Rs.590/-(including 18% GST)

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SECTION-I

Office of the Chief General Manager Odisha Telecom Circle, BSNL Bhawan, Unit-2, Ashok Nagar, Bhubaneswar-751009 (CMTS UNIT) Tel.No. 0674-2504700 FAX No. 0674-2502220		भारत संचार निगम लिमिटेड (भारत सरकार का उपक्रम) BHARAT SANCHAR NIGAM LIMITED (A Govt. of India Enterprise)
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No. ENG-304/CMTS/TENDER/HOUSEKEEPING/2019-20

Dated at Bhubaneswar the **22-06-2019****NOTICE INVITING E-TENDER**

Digitally sealed e-tenders on two bid system are invited by the Chief General Manager, BSNL, Odisha Telecom Circle, Bhubaneswar from bonafide and experienced firms/contractors for carrying out **“SUPPLY OF MANPOWER TO CMTS UNITS OF ODISHA AND RRC BHUBANESWAR FOR HOUSEKEEPING AND OTHER WORKS”**.

Area of work	Tentative annual estimated cost of Work	Bid Security /EMD
CMTS units in different SSAs of Odisha Circle and RRC, Bhubaneswar	Rs 46,49,000/-	Rs 93,000/-

01	Name of the work	SUPPLY OF MANPOWER TO CMTS UNITS OF ODISHA AND RRC BHUBANESWAR FOR HOUSEKEEPING AND OTHER WORKS.
02	Cost of Tender Paper	Rs.590/- (Rupees Five hundred twenty five) only (Non-refundable). The cost of tender paper should be submitted in shape of DD/BC drawn after the date of publication of NIT on any Nationalized/Scheduled Bank in favour of Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Circle, Bhubaneswar payable at Bhubaneswar. The scanned copy of the above DD/BC towards cost of tender document should be uploaded in E-tendering portal of M/s ITI.
03	EMD/BID security	The bidder shall furnish the bid EMD/Bid security in one of the following ways:- (a) Earnest Money Deposit in shape of crossed DD/BC of an amount of Rs 93,000/- (Rupees Ninety three Thousand) only on any Indian Nationalized/Scheduled Bank in favour of “Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar” payable at Bhubaneswar. The scanned copy of the above DD/BC towards EMD should be uploaded in E-tendering portal of M/s ITI. OR (b) Earnest Money Deposit in the form of Bank Guarantee of an amount of Rs 93,000/- (Rupees Ninety three Thousand) only from a scheduled bank in favour of or Pledged to “Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar” which should be valid for minimum 180 days from the tender opening date. The scanned copy of the Bank Guarantee towards EMD should be uploaded in E-tendering portal of M/s ITI.

04	Availability of Tender Document	Tender document can be down loaded from the website: www.odisha.bsnl.co.in following the link-'CMTS", https://eprocure.gov.in/cppp .. Further the Tender document for participating in E-tender shall be available for downloading from www.tenderwizard.com/BSNL following the link for Tenders through E-Tender by BSNL and to be submitted in the e-format from 22-06-2019 to 17-07-2019 . As tenders are invited through e-tendering process, physical copy of the tender document would not be available for sale.
06	Time and date of E-submission of tender	Up to 14:30 Hrs of 17-07-2019
07	Time & Date of E-opening of Tender (Technical Bid Only)	At 15:00 Hrs of 17-07-2019 . If the date is declared as holiday the opening date will automatically be extended to next working day.
08	Eligibility Criteria	The bidder should have the followings documents :
		A Valid contractor license/registration as Individual contractor/Proprietorship Firm/ Partnership Firm/Company under Indian Company Act 1956. (Necessary proof should be given).
		B Valid Labour License or an undertaking to submit Labour License within three weeks of signing the agreement to carry out the tender works.
		C PAN card and Income Tax return for Assessment Year 2018-19.
		D Valid GST Registration Certificate.
		E Valid EPF registration Certificate.
		F Valid ESI registration Certificate.
		G Experience certificate of minimum Rs 16.3 lakhs (total) in BSNL/MTNL/Central PSU/Central Govt./State PSU/State Govt for: (a) Carrying out Housekeeping works on Job contract basis OR (b) Supply Of Unskilled/Semiskilled/skilled manpower for carrying out different jobs/activities, during the last three financial years i.e. 2016-17, 2017-18 and 2018-19. Experience certificate should be issued by an officer not below the rank of Deputy General Manager of BSNL or equivalent will only be considered.
H Turn Over certificate from a registered Chartered Accountant firm for the financial years 2015-16, 2016-17 and 2017-18 for a total Turnover of at least Rs 70 lakh only.		
09	Rejection of Tender	The CGMT, Odisha Circle reserves the right to cancel/reject any or all the tenders without assigning any reasons thereof. He is not bound to accept the lowest tender bid. Incomplete, ambiguous and conditional tender bids liable to be rejected.
10	Duration of contract	Normally One year from the date of award of contract/agreement with an option of extension for a further period of six months as per terms and conditions of the tender subject to maximum 25% of tender cost .

Note-1: The closure time/date of downloading of tender document (by bidder) from the e-tender portal is 5 minutes before the last time/date of bid submission (i.e the bidder can download the tender document from the e-tender portal **upto 14:25 Hrs of 17-07-2019**).

Note-2: The tender document can be downloaded from the website through CMTS link of www.odisha.bsnl.co.in or www.tenderwizard.com/BSNL and to be submitted in the e-format. Cost of Tender Document(in the form of DD/BC), EMD/Bid security(in the form of DD/BC) and Power of attorney (if applicable) in original in a sealed envelope super scribed as **Envelope-A** have to be dropped in the tender box in the chamber of **AGM(O&M-CM), O/o CGM, BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009** before **14:30 hrs of 17-07-2019** otherwise the Bid will not be considered.

Amendments : Amendments, if any, to the tender documents will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Note-3: Intending bidders are requested to register themselves with M/s ITI through www.tenderwizard.com/BSNL for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

Note-4: BSNL has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

1). Place of opening of Tender bids: 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, authorized representatives of bidders can attend the TOE at the **Meeting Room, 4th floor, BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009** where BSNL's Tender Opening Officers will conduct Public Online Tender Opening Event (TOE).

2). Incomplete, ambiguous and conditional tender bids liable to be rejected.

3). The Chief General Manager, BSNL, Odisha Telecom Circle, Bhubaneswar reserves the right to accept or reject any or all tender bids without assigning any reason thereof. The Chief General Manager, BSNL, Odisha Telecom Circle, Bhubaneswar is not bound to accept the lowest tender.

4). Tender document can be downloaded from the website www.tenderwizard.com/BSNL .

5). The bidder shall furnish a declaration vide **Section-XVI and XVII** under their digital signature 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 the website (www.tenderwizard.com/BSNL).

6). In case of any correction/addition/alteration/omission in the tender document, the tender bid shall be rejected summarily.

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

Note-5: Tender Information

1). Type of Tender : Single stage two bid type e-tender.

2). Bid Validity Period/Validity of bid offer for acceptance by BSNL: 150 days from the tender opening (Technical Bid) date.

3).The scanned documents as mentioned in the Technical bid/Check list are to be uploaded in the ITI portal.

For details, please visit BSNL Odisha website <www.odisha.bsnl.co.in> or <https://eprocure.gov.in/cppp> Or ITI Web portal for BSNL <www.tenderwizard.com/BSNL> .

AGM(O&M-CM)
For and on behalf of Chief General Manager,
Odisha Telecom Circle, Bhubaneswar.

SECTION II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- (a) (a) **"The Tendering authority" or "The Purchaser"** means **"The Chief General Manager , BSNL, Odisha Telecom Circle, Bhubaneswar"**.
- (b) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid.
- (c) **"The Supplier" or "The Vendor"** means the individual or firm supplying the goods under the contract.
- (d) **"The Goods"** means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (e) **"The Advance Purchase Order" or "Letter of Intent"** means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) **"The Purchase Order"** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **"Contract"** appearing in the document.
- (g) **"The Contract Price"** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) **"Validation"** is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- (i) **"Telecom Service Provider"** means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- (j) **"Successful Bidder(s)"** means the bidder(s) to whom work in this tender is awarded.

2. ELIGIBILITY CRITERIA:

- i) The bidder should submit Cost of tender paper and EMD/Bid security as per NIT Section-I.
- ii) The bidder should have valid contractor licence/registration as Individual contractor/Proprietorship Firm/ Partnership Firm/Company under Indian Company Act 1956. (Necessary proof should be given).
- iii) The bidder should have Valid Labour License or an undertaking to submit Labour License within three weeks of signing the agreement to carry out the tender works.
- iv) The bidder should have PAN card and Income Tax return for Assessment Year 2018-19. In case of individual/proprietorship firm, PAN should be in the individual's name and in case of company/partnership firm, the PAN should be in company/firm's name.
- v) The bidder should have valid GST Registration Certificate.
- vi) The bidder should have valid EPF registration Certificate.

- vii) The bidder should have valid ESI Certificate.
- viii) The bidder should have Experience certificate as described in NIT section-I. Experience certificate issued by an officer not below the rank of Deputy General Manager of BSNL or equivalent will only be considered.
- ix) The bidder should have Turn Over Certificate from a registered Chartered Accountant firm for the financial years 2015-16, 2016-17 and 2017-18 for a total Turnover of at least **Rs 70 lakh** only.
- x) The bidder should properly fill up all the forms/ proforma given in the tender document with seal and signature. All the pages of the tender document should be signed with seal. The scan copies of these are also to be uploaded in e-tender portal of M/s ITI Ltd for BSNL. All the supporting eligibility documents should be self attested by the bidder before uploading their scan copies in the e-tender portal.

3. COST OF BIDDING:

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

B. THE BID DOCUMENTS:

4. BID DOCUMENTS:

- 4.1 The works required, bidding procedures and contract terms are prescribed in the bid documents. The bid documents include:
- a) Notice Inviting Tender.
 - b) Instruction to Bidders.
 - c) Conditions of the Contract.
 - d) Job Description & Scope of work.
 - e) Bid form.
 - f) Technical Bid, Financial Bid(Price schedule), Schedule of Rates.
 - g) Undertaking and declaration.
 - h) Performance Security Bond Form.
 - i) Letter of authorization to attend Bid opening.
 - j) Undertaking in respect of non-working of relatives in BSNL.
 - k) Information about bidders. Etc.
- 4.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bid documents. **Failure to furnish all information required as per the bid documents or submission of bids not substantially responsive to the bid documents in every respect will be at the bidder's risk and shall result in rejection of the bid.**

5 CLARIFICATION OF BID DOCUMENTS:

- 5.1 A prospective bidder, requiring any clarification of the bid documents shall notify the tendering authority in writing or by FAX/e-mail at the tendering authority's mailing address indicated in the invitation for bids. The tendering authority shall respond in writing to any request for clarification of the bid documents, which it receives **not later than 10(Ten) days prior to the last date for the submission of bids.**

- 5.2 **Pre-Bid Meeting:** A Pre-Bid Meeting will be held in the Meeting Hall in 4th floor, BSNL Bhawan, Ashok Nagar, Bhubaneswar on **dd/mm/yyyy at hh:mm Hrs.** Willing bidders may participate in above meeting for clarification of any doubt related with the tender.
- 5.3 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.

6 AMENDMENT OF BID DOCUMENTS:

- 6.1 At any time, prior to the date for submission of bids, the tendering authority may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 6.2 The amendments shall be notified on websites (BSNL Odisha website <www.odisha.bsnl.co.in> and ITI Webportal for BSNL <www.tenderwizard.com/BSNL>) from BSNL and these amendments will be binding on them. **The amendments will not be published on any newspapers.**
- 6.3 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 for the submission of bids suitably.
- 6.4 It is the sole responsibility of the bidder to confirm from AGM(O&M-CM) or from SDE(Estimate) regarding amendments, if any before uploading of the tender document.

C. PREPARATION OF BIDS:

7. DOCUMENTS COMPRISING THE BID:

It is a two-bid system and the bid prepared by the bidder shall comprise the following components:

- i) **TECHNO- COMMERCIAL BID:** Techno-commercial bid shall comprise the following components:
- a) Documentary evidence established in accordance with Clause 2 and 10 of Section-II that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
 - b) Bid form (Sec-V) completed in accordance with Clause 8 of Section-II.
 - c) EMD/Bid Security furnished in accordance with Clause 11.
- ii) **FINANCIAL BID:** Financial bid shall comprise the completed **“PRICE SCHEDULE” (Section-VII)** in accordance with Clause-9.

8. BID FORM:

The bidder shall complete the Bid Form and the appropriate Price schedule furnished in the Bid Documents, indicating the works to be done, a brief description of the works and prices are as per Section-IV & VII respectively.

9. BID PRICES:

- 9.1 The bidder shall quote the rate in the financial bid given in **Section VII**. The offer shall be firm in Indian Rupees.
- 9.2 **The rate quoted by the bidder shall remain be fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.**
- 9.3 In case of any discrepancies of quoting rate in figures and words, the rate quoted in words will be considered.

9.4 Any erasures/corrections of price bid should be initialed by the bidder with date.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY & QUALIFICATION:

10.1 Please refer the Technical Bid /Check list at Section-VI of the tender document.

10.2 All pages of the original Bid submitted in with Technical bid including blank pages with scoring except for un-amended printed literature shall be signed by the person or persons signing the Bid.

10.3 The copy of certificates issued by the competent authority duly Self Attested by the bidder.

IMPORTANT NOTE: a) 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. However, the tendering authority at it's discretion may call for any clarification regarding the bid documents within a stipulated time period. In case of non compliance of such queries, the bid will out rightly rejected without entertaining further correspondence in this regard. The bidder is fully responsible for authenticity of the document.

b) VERIFICATION OF DOCUMENTS AND CERTIFICATES: The bidder will ensure that all the documents and certificates, including experience/ performance and self certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder. If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per departmental guidelines.

11. EMD/BID SECURITY:

11.1

i) EMD/BID Security shall be paid as mentioned in NIT should be submitted in the form of an account payee Bank Draft/Banker's Cheque drawn on any Nationalized/Schedule Bank payable at Bhubaneswar in favor of **Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Circle, Bhubaneswar** along with the tender document. The EMD/BID Security is required to protect the company against the risk of bidder's conduct, which would warrant the security forfeiture.

ii) A bid not secured as above shall be rejected by the accepting authority as non-responsive.

iii) No interest shall be allowed on the EMD/BID Security to the Bidder.

iv) The bid security may be forfeited:

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
- b) If the bidder does not accept the APO/LOI and/or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

Note: - The bidder shall mean individual company/ firm or the front bidder and its technology/ consortium partner, as applicable.

11.2 The EMD/BID Security is required to protect the tendering authority against the risk of bidder's conduct, which would warrant the security's forfeiture pursuant to clause 11.6.

11.3 BID NOT SECURED IN ACCORDANCE WITH PARA 11.1(i) SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.

11.4 The EMD/BID Security of the unsuccessful bidder will be discharged/returned as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by the Tendering authority, pursuant to Clause 12.

11.5 The successful bidder's EMD/BID Security will be discharged upon the bidder's acceptance of the LOI/APO satisfactorily in accordance with clause 27 and furnishing the performance security.

11.6 The EMD/BID Security may be forfeited:

- (a) If bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid Form, or
- (b) In case of a successful bidder, if the bidder fails:
 - i. To sign the contract in accordance with clause 28 or
 - ii. To furnish performance security in accordance with clause 27(b).
- (c) In both the above cases i.e. 11.6 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of LOI. The bidder will not approach the court against the decision of BSNL in this regard.

12. PERIOD OF VALIDITY OF BIDS:

12.1 Bid shall remain valid for 150 days after the date of bid opening prescribed by the Tendering authority, pursuant to Clause 18.1.A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE TENDERING AUTHORITY AS NON-RESPONSIVE.

12.2 In exceptional circumstances, the Tendering authority may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The EMD/BID Security provided under Clause 11 shall also be suitably extended. The bidder may refuse the request without forfeiting his EMD/BID Security. In such case(s), his/her bid shall be rejected without forfeiting the EMD/BID Security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

13 i) POWER OF ATTORNEY: (The power of attorney should be executed after the date of NIT).

- a. The power of attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states (s) and the same be Self Attested by a Notary Public or registered before Sub-Registrar of the state(s) concerned.
- b. The power of Attorney is executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/institution/body corporate.
- c. In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- d. In case the representative of bidder company, who uploads the documents on e-tender portal using his Digital Signature Certificate(DSC), is different from the authorized signatory for the bid(Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name, shall also be made as one of the Power of Attorney holder by the bidder Company, in addition to the authorized signatory for the bid

ii) **FORMAT AND SIGNING OF BID:**

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person(s) signing the bid with date.

D. SUBMISSION OF BIDS:

14) SEALING AND MARKING OF BIDS:

14.1 The Bid contains three parts ;

The first part (Envelope-A) should contain

- (a) Original DD/BC/BG towards EMD/ Bid Security as per Clause 11.
- (b) Original DD/BC towards cost of tender document as per NIT Section I.
- (c) The power of attorney in original (If applicable).

- Note:-The above documents have to be submitted in an envelope-A before **14:30 Hrs** of the day of e-bid uploading i.e. **17-07-2019** through person in the tender box in the chamber of AGM (O&M-CM). The scanned copies of the DD/BC/BG towards EMD/BID security, DD/BC towards cost of bid document & Power of attorney (If applicable) have to attach in the E-portal of M/s ITI.
- This envelope-A containing the original DD/BC/BG (For EMD & Cost of tender paper) & Power of attorney (if applicable) should be dropped in the tender box available in the chamber of AGM(O&M-CM),O/o CGM,BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009.
- The second part is the Envelope-B containing scanned documents of Technical Bid vide Section VI which should be uploaded in the appropriate place of the e-portal of M/s ITI.
- The third part contains Financial Bid (Price Schedule) should be uploaded as marked as Envelope-C. Financial e- bid containing the Price schedule in the excel format has to be filled carefully in the FINANCIAL BID e-portal of M/s ITI.

14.2 The Venue of E- bid Opening will be: Meeting Room, 4th floor, BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009 at 15:00 Hrs of 17-07-2019 If due to administrative reason, the venue of e-bid opening is changed, it will also be displayed prominently in the notice board on the ground floor of the above mentioned office.

- 14.3 (a) Bids must be E-QUOTED before the locking time of the bid that is 14:30 hrs of 17-07-2019.
(b) If any one of the document required to be submitted in envelope-A is found to be wanting, the concerned bid shall be rejected at the opening stage itself .

15. SUBMISSION OF BIDS.

Bids must be submitted online by the bidders not later than the specified date & time as indicated in the NIT, Section –I.

- (a) The bidder shall submit his bid offer against a set of bid documents downloaded by him for all or some of the systems/s as per requirement of the Bid documents. **One Bidder can submit only one offer as only one user id will be allotted to him.**
- (b) The BSNL may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 6.3 of Sec-II in which case all rights and obligations of the BSNL and bidders previously refer to the deadline will thereafter be subject to the deadline as extended.

(C) The Clauses of the bids shall be complied and price bid quoted well before the Locking time **(14:30 Hrs of 17-07-2019)** of the bid. Scanned documents wherever necessary are to be pasted in the appropriate places of the document.

16. LATE BIDS:

After the Locking Time, no bidder can submit the bid.

17. MODIFICATION AND WITHDRAWAL OF BIDS:

1. 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 (in case of e-tendering)
2. No bid shall be modified subsequent to the deadline for submission of bids that is 14:30 Hrs of **17-07-2019**.

E. BID OPENING AND EVALUATION:

18. OPENING OF BIDS BY TENDERING AUTHORITY

- i. The bids will be opened in two stages. **At 15:00 Hrs** on the due date, the purchaser will open the technical bids in the presence of bidders or their authorized representatives. The bidder's representatives, who are present, shall sign in tender opening register. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in section X).The bidders can view the opening details after the purchaser opened them.
- ii. A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- iii. The bidder's names, bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening.
- iv. The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.
- v. Technical bids will be evaluated by the purchaser and after completion of the technical evaluation the eligible bidders list for the financial bid opening will be made available in the website.
- vi. Opening date and time of financial bid will be notified in the website.

19. Place of opening of Tender bids:

Authorized representative of bidders (i.e. vendor organization) can attend the Tender Opening Event(TOE) at **Meeting Room, 4th floor, BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009**, where BSNL's Tender Opening Officers would be conducting through online e-Tender.

20. PRELIMINARY EVALUATION:

20.1 Tendering authority shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

20.2 Prior to the detailed valuation, pursuant to clause 21, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents. For purposes of these clauses, a substantially responsive bid is one, which confirms, to all the terms and conditions of the Bid documents without material deviations. The Tendering authority's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse of extrinsic evidence.

20.3 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, also the Tendering authority shall not be bound to show the reasons/causes of rejection of the bid.

20.4 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.

21. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- a) The Tendering authority shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 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. If the bidder does not accept the correction of the errors, his bid shall be rejected.
- c) **L-1 bidder will be decided as per lowest percentage rate quoted by the bidder in the financial bid at section-VII. It should not be of negative figure. In case any bidder will quote negative percentage rate, his bid will be rejected outright.**
- d) Tendering authority may negotiate with L1 bidder only to arrive at reasonable rates.

22. CONTACTING THE TENDERING AUTHORITY:

- a) Subject to Clause 19, no bidder shall try to influence the Tendering authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- b) Any effort by a bidder to influence the Tendering authority in the Tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

23. AWARD OF CONTRACT:**Distribution of Quantity**

- (i) The Purchaser intends to limit the number of technically and commercially responsive 2(two) bidders from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The distribution of the quantity shall be as given in Table 1 below.

Table 1(A)

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)				
	L1	L2	L3	L4	L5 and so on
One bidder	100%	Nil	Nil	Nil	Nil
Two Bidders	60%	40%	Nil	Nil	Nil

- (ii) In the event of any of the eligible bidder(s) not agreeing to supply the equipment or not being considered by BSNL for ordering the equipment, inter-se ranking of the bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot(s). This will be done to ensure that the number of bidders on which order for supply of equipment to be placed remains same as specified in the tender.

24. A) TENDERING AUTHORITY'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

- a) BSNL reserves the right to increase or decrease up to 25% of the quantity specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

B) PLACEMENT OF ORDER

- a) The Tenderer shall consider placement of orders for services only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose services have been type approved/ validated by the Tenderer. The Tenderer reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- b) The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within the contracted period, the unit prices with applicable revised duties/taxes will be paid to bidder irrespective of their ranking viz.L1/ L2/ L3etc keeping other levies & charges unchanged.
- c) The Tenderer reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.
- d) In the event of L2 and so on bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall

perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause 23 (Award of Contract) in section II , shall be carried out by the L-1 bidder as part of whole contract.

25. VALIDITY OF CONTRACT

The contract shall normally be valid for **One year** from the date of signing of the agreement or date of award of contract. The tendering authority reserves the right to increase the contract period from the agreed period up to **maximum six months** with increase of 25% of tender cost. **He also reserves the right to cancel the contract at any time giving one month prior notice without assigning any reasons.**

26. 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.

27. ISSUE OF Letter Of Intent (LOI):

- a) The issue of an LOI shall constitute the intention of the Tendering authority to enter into the contract with the bidder.
- b) The bidder shall within 14 days of issue of the LOI give his unconditional acceptance to the terms & Conditions of tender in writing along with performance security in shape of Bank Guarantee for an amount of **5%** of the contract value for a period of **2 1/2 years** in conformity with **Section IX** provided with the bid documents.

28. SIGNING OF CONTRACT:

- 28.1 The issue of Work order shall constitute the award of contract on the bidder.
- 28.2 Upon the successful bidder furnishing the performance security, the Tendering authority shall discharge its EMD/BID Security, pursuant to Clause 11.

29. ANNULMENT OF AWARD:

Failure of the successful bidder to sign the agreement shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD/BID Security in which event the Tendering authority may make the award to any other bidder at the discretion of the Tendering authority or call for new bids.

30. COURT JURISDICTION:

The contract shall be governed by Indian Laws and Courts at Bhubaneswar will have the jurisdiction to entertain any dispute or claim arising out of this tender till issue of Work order.

31 While all the conditions specified in the Bid Documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid document, non-compliance of any one of which shall result in outright rejection of the bid.

- i. Clause 14.1 of Section II-The bids will be recorded/ returned unopened, if covers are not properly sealed.
- ii. Clause 11.1 & 12.1 of Section II- The bids will be rejected at opening stage if EMD/BID Security is not submitted as per Clauses 11.1, bid validity is less than the period prescribed in Clause 12.1 mentioned above.
- iii. Clause 2& 10 of Section II- If the eligibility condition as per clause 2, Section II is not met and/or documents prescribed to establish the eligibility as per Clause 10 of Section II are not enclosed, the bids will be rejected without further evaluation.
- iv. Section VII: Financial Bid (Rate Sheet)– Prices /percentage rate are not filled in as prescribed in Financial Bid.
- v).
 - a) Before outright rejection of the bid for non-compliance of any of the provisions mentioned in clause 31 (i) and (ii) of section-II, the Tendering authority may extend opportunity to the Bidder(s)/Companies to explain its/ their position. However if the person representing the company is not satisfied with the decision of the Bid-opening team, he/they can submit the representation to Bid-opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender conditions, if any.
 - b) The representations received in bid opening day shall be submitted to the competent authority for review if the bid opening team is satisfied with the arguments of the bidder(s)/companies mentioned in their representations and feel that there is prima-facie fact for consideration as early as possible and decision to this effect shall be communicated to the bidder company. If the reviewing officer finds it fit to open the bid of the petitioner, the bid(s) shall be opened by giving three (working) days notice to all the participating bidders to give opportunity to desirous participants to be present on the occasion.
 - c) The Tendering authority shall not return the bids submitted by the bidders on the date of tender opening, even if it is liable for rejection. Such bids shall be kept preserved in sealed cover as submitted by the bidder(s), however; desirous representatives of the participating bidders/ companies present on the occasion may put their signatures on the sealed envelopes if they intend to do so. Bids found liable for rejection will be returned to the bidders after finalization of the tender.

32. ACTION AGAINST BIDDER IN CASE OF DEFAULT.

In case of default by Bidder(s) such as

- a) Does not provide the service in time;
- b) Bidder does not perform satisfactory in the field in accordance with the specifications & scope of work.
- c) Or any other default whose complete list is enclosed in Section-XVIII.

33. Tendering authority reserves the right to disqualify the bidder for suitable period who habitually failed to complete the work in time. Further, the bidders whose works do not perform satisfactorily in the field

in accordance with the specifications may also be disqualified for a suitable period as decided by the Tendering authority. Tendering authority reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

34. Near relationship certificate-

The bidder should give a certificate that none of his / her near relative is working in the units as defined below where he/she is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For the partnership firm, certificate will be given by all the partners and in case of limited company by all the directors of the company excluding Government of India/ Financial institutions nominees and independent non-official part time Directors appointed by Government of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person, the tender will be cancelled and EMD/BID Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or the firm or the concerned person.

The company or firm or the person will also be debarred for further participation in the concerned unit.

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) & Sister's husband (Brother-in-law).

The format of the certificate to be given is

"I _____, s/o _____ R/o _____ here by certify that non of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. Incase 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." as per **Section- XII**.

Section II(A)

E-TENDERING INSTRUCTIONS TO BIDDERS

Note: -The instructions given below are ITI's e-tender portal centric and for e- tenders invited by CMTS unit/RRC of Odisha Circle only.

General

These Instructions (for e-Tendering) are supplement Instructions to Bidders, as enclosed in Sec II of the Tender Document.

Submission of Bids only through online process is mandatory for this Tender. For conducting electronic tendering, CMTS unit/RRC, BSNL, Odisha Telecom Circle, Bhubaneswar is using the portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI Limited, A Government of India Undertaking.

1. Tender Bidding Methodology:

Sealed Bid System – Single stage two bid type– Using Three Envelopes,

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

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System (ETS)
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS
6. Clarification to Tender Documents on ETS – Query to BSNL (Optional)
– View response to queries posted by BSNL, through addenda.
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Technical-Part
9. Post-TOE Clarification on ETS (Optional) – Respond to BSNL's Post-TOE queries
10. 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 &10 of section II) 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.

3. 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>].

4. Registration

The Tender document can be downloaded from the website: www.tenderwizard.com/BSNL and to be submitted in the e-format. Cost of Tender Document (in the form of DD/BC) and Bid Security/EMD (in the form of DD/BC/BG) (in original) have to be dropped in the tender box before the scheduled date and time of submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document. Intending bidders are requested to register themselves with M/s. ITI through www.tenderwizard.com/BSNL for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

The tendering Authority of BSNL Odisha has decided to use the process of e-tendering for inviting this tender and thus the physical copy of the tender paper would not be sold.

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

Helpdesk	
Telephone/Mobile Nos.	<i>Mr Sanjib Mohapatra</i> <i>07377708585</i> <i>[between 9:30 hrs to 18:00 hrs. from 22-06-2019 TO 17-07-2019]</i>
E-mail ID	twhelpdesk404@gmail.com

BSNL Contact-1	
BSNL's Contact Person	AGM(O&M-CM),O/o CGM,BSNL,Bhubaneswar-9
Telephone/ Mobile	0674-2507000 <i>[between 10:30 hrs to 18:00 hrs. from 22-06-2019 TO 17-07-2019]</i>
E-mail ID	<agmomcm@gmail.com>

BSNL Contact-2	
BSNL's Contact Person	SDE(EO&M), CMTS Unit, O/o CGM,BSNL,Bhubaneswar-9
Telephone/ Mobile	0674-2506332 <i>[between 10:30 hrs to 18:00 hrs. from 22-06-2019 TO 17-07-2019]</i>
E-mail ID	<sdeomcmbbsr@gmail.com>

5. Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS. Broad outline of submissions are as follows:
The documents should be uploaded as per Technical Bid/Check List

6. Offline Submissions:

The bidder is requested to submit the following documents offline in the tender box before **14:30 hrs of 17-07-2019** in a separate envelope (Envelope-A):-

- Original DD/BC towards the cost of tender paper.
- Original DD/BC/BG towards Bid Security/EMD.
- Original Power of attorney (If Applicable)

The bidder has to upload the scanned copy of the above documents during uploading of the bid in E-format.

7. 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 Encrypted 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.

8. 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.

9. Other Instructions

For further instructions, the vendor should visit the home -page of the portal (<https://www.tendewizard.com/BSNL>).

Important 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 organizations 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.

Minimum Requirements at Bidders end

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

10. Vendors Training Program

Vendors may contact the ITI Helpdesk personnel given above, for any type of training/help, which they may require while uploading the bids.

SECTION-III
CONDITIONS OF CONTRACT

1. **DEFINITIONS:**

The contract means the document forming the tender and acceptance thereof and the formal agreement executed between the BSNL and the contractor together with the documents referred to therein including the conditions of contract, the specifications and instruction issue from time to time by the officer- in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another. In the contract, the following expressions shall unless where the context otherwise required, have the meaning hereby respectively assigned to them.

- a) The expression WORK or WORKS shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- b) The SITE shall mean the land and /or other places on which work is to be executed under the contract.
- c) SITE ENGINEER shall mean any supervisory officer of the BSNL who may be placed by the Divisional Engineer as in charge of the work at site at any particular period of time.
- d) The contractor shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include the local personal representative or such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees or such individual or firm or firms or company.
- e) The Divisional Engineer in-charge means, the Divisional Engineer who shall supervise and shall be in-charge of the work, at any time or who shall sign the contract on behalf of the BSNL.
- f) The Bharat Sanchar Nigam Limited means, a Government of India Enterprise under Ministry of Communication & IT. All references of:
 - i) Company
 - ii) PGM(CMTS)/ Sr.G.M. (CMTS)
 - iii) D.G.M. (CMTS)
 - iv) Divisional Engineer
 - v) Sub-Divisional Engineer
 - vi) Junior Telecom Officer
 - vii) Accounts Officer

In various clauses shall be taken to mean respectively.

2. **PERIOD OF VALIDITY**

The approved rates will remain valid for **One year** from the date of signing of the agreement with an option of extension for a further period of **six months** with same rate, terms and conditions as mentioned in clause in 25 of Sec-II.

3. **REFUNDS OF SECURITY DEPOSITS**

- a) The Security Deposit or a part thereof or such balance thereof if any, as may remain after deduction there from in respect of any outstanding bills of the contractor to the BSNL shall be paid back to the contractor after satisfactory guarantee period of one year from the date of satisfactory completion of the work and final acceptance by the BSNL or earlier at the discretion of the BSNL. The contractor shall remain liable to the BSNL in respect of any shortfall and or discharge liabilities notwithstanding return of Security Deposit or any part thereof.

- b) No interest will be payable on the Earnest Money or the Security Deposit or amounts payable to the contractor under the contract.
- c) Refund of the Security Deposit is subject to full and final settlement of the Final bill for the works contract executed under one contract.

4. INDEMNITIES

- a) The Contractor shall at all times hold the company harmless and indemnify them against all actions, claims and demands of every nature and description brought or procured against the BSNL, its officers, and employees and forthwith upon demand and without protest or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client and all cost incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractor's obligations or in protecting or endorsing its right in any suit or other legal proceeding, charges and expensed and liabilities resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the government or pay to the BSNL forthwith on demand without protest or demur all cost charges and expenses and losses and damages otherwise incurred by it in consequence of any claims demands and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contract.
- b) The contractor shall at his own cost at the BSNL's request defend any suit or other providing asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the BSNL.

5. COMPLIANCE WITH LAWS AND REGULATIONS

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 and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by BSNL, BSNL's agency or company, Municipal Board, BSNL or other regulatory or Authorized Body of Persons and shall provide all certifications of compliance therewith as may be required by such applicable law, By-laws, Rules Regulations, orders and /or provisions. 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 Contract documents. If the Contractor shall require any assignee or sub-contractor to whom any portion or the work to be performed hereunder or may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the BSNL harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the Contractor or any assignee or sub-contractor to make full and proper compliance with the said by laws, Rules, Regulations, Laws and Order and Provisions as aforesaid.

6. OPTIONAL TERMINATION BY BSNL (OTHER THAN DUE DEFAULT OF CONTRACTOR)

- a) The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contractor in which case 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 hire of material, machinery and other equipment for use in or in respect of the work.

- b) In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractors' materials, machinery and equipments and hand over BSNL or as the BSNL may direct.
- c) The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the Contractor.

7. **TAXES AND DUTIES**

Contractor shall pay all rates levies, fees, royalties, taxes and duties except GST payable or arising from out of by virtue of or in connection with and/of incidental to the contract or any of the obligations of the parties in terms of the contract documents and/or in respect of the works or operations or any part thereof to be performed by the contractor and the contractor shall indemnify and keep indemnified the BSNL from and against the same or and default by the contractor in the payment thereof. GST will be paid extra by BSNL wherever applicable as per rate in force.

8. **PRICE VARIATION**

The BSNL shall not be responsible for any escalation on prices of labour or materials machinery, equipments etc. What-so-ever or any increase in duties, levies or taxes on respect there of what-so-ever and the Contractors rates and Contractors obligation shall remain unaffected by such escalation and/or increase.

9. **FORCE MAJEURE**

- a) In the event of either party being rendered unable by force measure to perform this contract, then the obligation of the party affected by such force measure shall be suspended for the whole period during which such case lasts and until normal operations are resumed and when such cause end, The execution of this Contractor must be measure with all responsible dispatch. Should the execution of this contract be suspended by force measures then a corresponding extension of the completion date shall be automatically granted. The occurrence of a cause of force measure, however, shall not relieve the government and its obligations to make payments in the Contractor for the work satisfactorily executed prior thereto. The term force measure as employed herein shall mean Act of God, war declared undeclared, hostilities, enemy actions, revolts, riots, legal lockouts, and illegal strikes, tidal waves, forest fires, major floods, explosions, earth quakes, epidemics, sabotage, extra ordinary act and regulations of central or state BSNL or municipal bodies.
- b) Upon the occurrence of such cause and its termination, the party rendered unable as aforesaid shall notify the other party in writing within 72 hours of the beginning and ending dates, giving full particulars and evidence, if required.

10. **PAYMENTS**

Each claim bill of contractor should be certified by SDE (CMTS)/SDE(RRC) and countersigned by DE (CMTS)/DE(RRC) concerned and it must accompany the following documents: -

- i) Copy of Attendance Sheet for the month for which the bill is claimed. Copy of wages Register extract mentioning the details of wages in respect of each worker duly countersigned by the Controlling officers for the month for which the bill is claimed.
- ii) E-payment receipt in original from bank/Certificate from Contractor that payment of wages was debited from his (contractor's) account on _____ (date).
- iii) A list of workers engaged against the work order each month.

- iv) The copy of receipt towards payment of EPF, ESI, etc. along with list of workers (along with Pehchan card in 1st bill) indicating the EPF/ ESI code, amount etc against each labourer (beneficiary), for the previous month engaged in CMTS unit/RRC.
 - v) Copy of the Work Order issued by AGM (O&M)/DE(CMTS)/DE(RRC).
 - vi) List of labour along with bank A/c No., EPF A/c No. ESI A/c No.
 - vii) The contractor has to submit the payment challan of statutory dues, i.e., for GST, EPF, ESI, etc. along with the bill for the last month of the tender period in addition to other documents as mentioned above.
11. Implementation of the following points related to contract labour engaged in CMTS unit/RRC has to be ensured:-
- a. Muster roll has to be maintained by the contractors in respect of contract labour engaged by them.
 - b. The payment of contract labour by the contractor is to be carried out as per the latest rate approved by the Central Govt. from time to time.**
 - c. The contract labour engaged by the contractors may be covered under EPF & ESI scheme.
 - d. The contractor will issue identity cards of engaged contract labour.
 - e. In case the person employed by the contractor commits any act of omission/Commission that amounts to misconduct/indiscipline/incompetence and security risks, the contractor will be liable to take appropriate action against such person including removal from the site of work immediately on being brought to the notice.
 - f. The contractor shall ensure that any details of office, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office.
 - g. The contractor shall ensure proper conduct of his personnel in office premises and enforce prohibition of consumption of alcoholic drinks, beetle, smoking, loitering without work.
 - h. The contractor shall immediately provide a suitable substitute in the event of any person leaving the job due to his/her personal reasons. Delay in providing substitute beyond 3 (Three) days will attract liquidated damage @ Rs.100/-per day besides deduction in payment on pro-rata basis.
 - i. For all intents and purposes the service provider (Contractor) shall be the "Employer" within the meaning of different Labour legislations in respect of personnel deployed in CMTS unit/RRC. The persons deployed by the contractor in CMTS shall not have claims of any master & servant relationship nor have any principle and agent relationship with or against CMTS.
 - j. The contractor shall be solely responsible for the redressal of grievances/resolutions of disputes relating to persons deployed in CMTS unit/RRC. CMTS shall in no way be responsible for settlement of such issues whatsoever.
 - k. CMTS unit/RRC shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the contractor in the course of their performing duties or for payment towards any compensation.
 - l. The persons deployed by the contractor shall not claim nor shall be entitled to pay perks and other facilities admissible to casual, adhoc, regular/confirmed employees of this office (CMTS) during the currency or after the expiry of contract.
 - m. After termination or expiry of the contracts the persons deployed by the contractor will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in this office.
 - n. Payment shall be made only to the contractor and on monthly basis as per actual service.

12. TERMINATION OF CONTRACT

- a) The Chief General Manager, Bhubaneswar has the right to terminate the contract either partly or fully at any stage without assigning any reason by giving 10 days notice in writing to that effect and shall not be liable to pay any compensation to the contractor thereof.
- b) In the event of contractor failing to execute the contract to the satisfaction of Chief General Manager, Bhubaneswar / concerned DE, CMTS shall have the right (i) to reject or/and with hold payment for such quantity of work till such time the defect is rectified to the satisfaction of the Chief General Manager, Bhubaneswar / concerned DE, CMTS (ii) to terminate the contract.
- c) In case of death of contractor during the period of contract, Chief General Manager, Odisha Circle, Bhubaneswar may at his opinion either immediately terminate the agreement or may require the surviving partner/legal heir of the contractor to complete the contract as per the original agreement.

13. DISPUTES AND ARBITRATION

- a) All disputes arising between the contractor and the officer-in-charge out of this contract shall be referred to the sole arbitration of CGMT, Odisha Telecom Circle, Bhubaneswar.
- b) In case parties are unable to reach a settlement by themselves the dispute should be submitted for arbitration in accordance with contract agreement.
- c) There should not be a joint submission with the contractor to the sole arbitrator.
- d) Each party should submit its own claim separately and may oppose the claim put forward by the other party.
- e) The onus of establishing his claim will be left to the contractor.
- f) His claim will be firmly resisted by utilizing all the evidence available with the BSNL.
- g) Once a claim has been included in the submission by the contractor, a retraction or modification thereof will be opposed.
- h) The "Points of Defence" will be based on actual conditions of the contract.
- i) The question whether these conditions are equitable shall not receive any consideration in the preparation of Defence"
- j) Claims in the nature of extra payments shall not be entertained by the Arbitrator, as these are not contractual.
- k) If the Contractor includes such claims in his submission, the act that they are not contra will be prominently placed before the Arbitration.
- l) In case the amount involved is heavy, the Divisional Engineer may be within his rights to conduct the Defense by the BSNL Pleader.
- m) The award of the Sole Arbitrator shall be final and binding on the parties to the dispute.
- n) Any defect noticed during one year of completion of the work will have to be attended by the contractor without any additional cost.

14. GENERAL

- 01. The tenders shall be evaluated by a committee to be appointed by the Chief General Manager, Odisha Circle, Bhubaneswar.
 - i) The Chief General Manager, Odisha Circle, Bhubaneswar shall evaluate the bids to determine whether they are complete, whether any-computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
 - ii) If there is discrepancy between words and figures, the amount in words shall prevail. If the contractor does not accept the correction of errors, his bid shall be rejected.

- iii) A bid, determined as substantially non-responsive will be rejected by the Chief General Manager, Odisha Circle, Bhubaneswar and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- iv) The Chief General Manager, Odisha Circle, Bhubaneswar 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 the bidder.
- v) The tender shall be evaluated based on the rates quoted in financial bid on the basis of overall lowest bidder for total work. In case of more than one tenderer at the same lowest rates, the Bidder who has got more experience shall be preferred over others.
- vi) The Chief General Manager, Odisha Circle, Bhubaneswar shall not be responsible for any escalation in prices of labour or materials, machinery, equipment, etc. whatsoever or any increase in any duties, levies, or taxes in respect thereof whatsoever and the contractor rates and contractor's obligation shall remain unaffected by such escalation and/or increase.
- 02. The Chief General Manager, Odisha Circle, Bhubaneswar reserves the right to reject one or all the tenders without assigning any reason thereof.
- 03. The Chief General Manager, Odisha Circle, Bhubaneswar reserves the right to cancel/reject any tender if the same is found to be containing any false/fabricated document/statement. Original of all documents shall be produced, if required, at any stage of tender period.
- 04. The Chief General Manager, Odisha Circle, Bhubaneswar will not be responsible to provide residential accommodation to the data entry operators employed by the contractor. All arrangement in this regard will be the responsibility of the contractor.
- 05. The Chief General Manager, Odisha Circle, Bhubaneswar reserves the right to increase or decrease or delete the scope of the work without assigning any reasons.
- 06. Conditional and incomplete tenders are liable for rejection.
- 07. Tender without EMD will summarily be rejected.
- 08. The Chief General Manager, Odisha Circle, Bhubaneswar will not be responsible for any misprinting by the newspaper concerned. Bidders are to contact the tendering authority and verify the facts in case of confusion.
- 09. Issue of tender document does not automatically mean that the Bidder is qualified for the award of the contract. These will be reviewed and examined during the evaluation of the bid.
- 10. The Chief General Manager, Odisha Circle, Bhubaneswar is not bound to accept the lowest tender.
- 11. The Chief General Manager, Odisha Circle, Bhubaneswar is not responsible for non-receipt/late receipt and loss of tender documents.
- 12. In case of any dispute arising out of the contract between the two contracting parties, the decision of the Chief General Manager, Odisha Circle, Bhubaneswar shall be final and binding.
- 15 **Performance Security**
- 15.1 The successful bidder shall be required to deposit an amount equal to **5%** of the estimated cost within 2 weeks of conveying BSNL's intention for accepting the bid as Performance Security. The EMD of the successful bidder will be refunded after the submission of the PBG. The PBG should be valid up to **2 1/2 years** from the date of issue with an option to extend the same from time to time as per requirement of BSNL.
- 15.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a Indian Scheduled/Nationalized Bank and the Performa provided in **section IX** of the bid document.

- 15.3 Performance Security will be discharged after six month from the completion of contractor's performance obligations under the contract.
- 15.4 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

16 LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION

16.1 OBTAINING LICENCE BEFORE COMMENCEMENT OF WORK:-The contractor shall obtain a valid contractor's labour license under the Contract (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, before commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfil 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.

16.2 CONTRACTOR SHOULD FOLLOW ALL THE LABOUR REGULATIONS :-

16.2.1 WORKING HOURS:-

- a) 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.
- b) 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.
- c) 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.
- d) Where a contractor is permitted by the Site-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.

16.2.2 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.

16.2.3 PAYMENT OF WAGES:-

- a) The contractor shall fix wage periods in respect of which wages shall be payable.
- b) The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh

day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

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) Wages due to every worker shall be paid to him by cheque/NEFT only.

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 in charge and Site-in-charge under acknowledgement.

g) It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site in charge or any other authorized representative of the Site-in-Charge who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen and certify for the same in prescribed wage register.

16.2.4 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:

- a. Fines.
- b. 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.
- c. 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.
- d. Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
- e. Any other deduction, which the Central Government may from time to time, allow.
- f. No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.
- 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. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

16.2.5 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 :
- e) Full particulars of the labourer who met with accident.
- f) Rate of Wages.
- g) Sex
- h) Age
- i) Nature of accident and cause of accident
- j) Time and date of accident
- k) Date and time when admitted in hospital
- l) Date of discharge from the hospital
 - m) Period of treatment and result of treatment
 - n) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - o) Claim required to be paid under Workmen's Compensation Act.
 - p) Date of payment of compensation.
 - q) Amount paid with details of the person to whom the same was paid.
 - r) Authority by whom the compensation was assessed

16.2.6 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.

16.2.7 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.

16.2.8 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.

16.2.9 PRESERVATION OF LABOUR RECORDS :-

The labour records and records of Fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them in the custody of site in charge of BSNL and shall be made available by the site in charge for inspection by the Engineer-in-charge or Labour Officer or any other officers authorized by the CHIEF GENERAL MANAGER, Odisha Telecom Circle, Bhubaneswar in this behalf.

17 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.

18 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 labourer 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.

19 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.

20 SUBMISSION OF RETURNS

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

21 AMENDMENTS:-

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

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

23 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.

24 The contractor shall comply with all provisions of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour Rules 1971 as amended from time to time. Contractor shall register themselves after receipt of letter of acceptance of the tender with concerned licensing authority as per Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour Rules 1971 as amended from time to time as applicable, and shall commence the actual work only after receipt of labour license from concerned licensing authority under the provision of the Contract Labour (Regulation and Abolition) Act 1970 and Labour Rules 1971 as amended from time to time and continue to have valid labour license until completion of work.

25 The contractor will ensure compliance of Employees Provident Fund & Misc. Provisions Act. 1952 & Employees Provident Fund Scheme 1952 in respect of labourer/ employees engaged by him for performing the works of CMTS unit/RRC, BSNL Odisha Circle, Bhubaneswar

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

(a) Notice containing minimum rates of wages fixed (in English & Hindi) applicable during that particular month.

(b) Notice containing abstract from the minimum wages act 1948 & rules made there under (in Hindi & English) during that month.

(c) Name and address of the Labour Inspector (LEO) (in Hindi & English)

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

28) SAFETY, SECURITY AND OBSERVANCE OF LABOUR LAWS:

- 1).**The contractor will be responsible for the safety and security of labour employed by him for execution of the work. He will be required to insure each labourer as per labour laws. The contractor will ensure safe working by observing proper safety precautions.
- 2).**The contractor will be required to abide by the labour laws enacted from time to time by the central or state govt. Maintenance and observance of any or all of the statutory labour laws will be the sole responsibility of the contractor. The claims arising out of injury, causality or anything else to the worker/labourer employed by the contractor will be the sole responsibility of the contractor.
- 3).** the payment should be made as per the labour laws subject to maximum of 24 days in a calendar month.
- 4).**Under the provisions of the workmen's compensation Act, in case any compensation is paid by BSNL to a workman/labourer employed by the contractor in execution of the work the same will be recovered from the contractor either from the bill preferred by him or by adjustment from his security deposit money.
- 5).**Before commencement of work, the contractor should obtain a valid license by virtue of the provisions of the Contract Labour Regulation and Abolition Act. 1970 and of the Contract Labour Regulation & Abolition contract Rule, 1971 and continue to have valid license during the period of contract. The contractor shall be responsible for any contingency arising out of his failure to obtain and have a valid license.
- 6).**The contractor should ensure that no labourer below the age of eighteen years is employed by him on the work.

- 7).**The wages paid by the contractor to the labourer employed by him should not be less than the fair/minimum wages as defined in the CPWD contractor's labour regulation or as per the provision of Central Labour (Regulation & Abolition) Rules, 1971, whichever is applicable.
- 8).**Under the provision of minimum wages Act.1948 and the minimum wages (central Rules), 1950, the contractor should allow the labourer employed by him on work one day rest against six days continuous work.
- 9).**The contractor shall maintain "Muster Roll" in respect of all workmen employed by him on the work in contract from XVI of the CL (R&A) Rules, 1971.
- 10).**The contractor should comply with all the rules framed by the Government from time to time for the protection of health and sanitary arrangement for workers employed by him.
- 11).**The contractor shall maintain a Register of persons employed on work on contract in from XII of the C.L (R & A) Central Rules, 1971.
- 12).**The contractor should carry out the work in such a manner that it will cause minimum hindrance to the traffic.
- 13).**The contractor shall maintain register of accidents, in such form as may be convenient at the work place. Also other necessary registers are to be maintained by the contractor for labourer employed by him.
- 14).**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 to any other person authorized by BSNL on its behalf.
- Read, understood, complied & agreed
- 15).**The contractor shall before commencement/commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and visible condition in conspicuous place of work, notices in English and in the local Indian languages spoken by majority of workers, giving the minimum rates of wages fixed under the minimum wages Act, the actual wages being paid, the hours of work for which such wages and other relevant information.
- 16).**The contractor shall submit periodical returns as may be required / prescribed from time to time.
- 17).**The labour engaged by the contractor will not claim any employment in the BSNL at any time in future. This should be clearly brought to the notice of the labourer / workers by the contractor.
- 18)** The contractor should obtain a valid labour license before the commencement of the work. The contractor should keep this license valid till completion of the work and take timely action for renewal. License of the contractor is job specific and is non-transferable for any other work.

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

Seal and signature of the bidder

SECTION –IV

JOB DESCRIPTION & SCOPE OF WORK

- A. The Housekeeping works in various sections of CMTS unit/RRC are the works which are only indicative but not exhaustive. **The contractor has to supply unskilled manpower for carrying out housekeeping works at different CMTS offices/MSCs etc of Odisha Circle.** The nature and service shall include carrying out all the works generally performed by unskilled manpower such duties as assigned to him/her through the contractor. Some of the house keeping works to be carried out by the unskilled manpower are described below.

Sl.No.	DESCRIPTION OF DIFFERENT JOBS
1	Floor area cleaning, sweeping of Office/ MSC /BSC/Equipment Rooms etc.
2	Cleaning of Equipments(Rack, Power Plant, DG set, UPS, AVR, Battery), FAX, Computer, Furniture etc.
3	Supply of drinking water, carrying & delivering of Dak, Letters etc to post office & other Offices, file handing, store handling and assisting the staff on duty etc.

RRC, BHUBANESWAR: REPAIRING OF EXCH CARDS, HOUSEKEEPING WORKS ETC.

WAGE PAYMENT TO THE UNSKILLED/SEMISKILLED/SKILLED MANPOWER :- The contractor should pay the wages to the workmen not less than the minimum rate of wage fulfilling all the statutory payments of EPF, ESI etc. as per latest circular issued by CLC@ , New Delhi.

EPF Component of the wage:

- a) Employer's (Contractor's) share of EPF contribution =**3.67%**
- b) Employer's (Contractor's) share of EPS(Employee Pension Scheme) contribution =**8.33%**
- c) Employer's (Contractor's) share for EDLI(Employees Deposit Linked Insurance)=**0.5%**
- d) EPF Admin Charges=**0.50%**
- e) EDLI Admin charges=**NIL**

TOTAL= **13.0%**

ESI Component of the wage:

Employer's (Contractor's) share of ESI contribution @ **4.75%**

IMPORTANT NOTES:

- i) *The bidder should quote his service charge rate inclusive of all charges excluding GST, both in figures and words.*
- ii) *GST will be paid extra as per GST rule from time to time.*
- iii) **Lowest bidder will be decided as per lowest quoted service charge.**
- iv) *During validity period of the tender, the approved service charge rate will remain be fixed and no hike of service charge rate will be allowed.*
- v) *The bidder should quote the service charge rate at the percentage rate of the minimum wage excluding employer's share of EPF contribution and ESI contribution.*

MANPOWERS ARE TO BE SUPPLIED TO DIFFERENT CMTS UNIT/RRCs OF ODISHA CIRCLE AS GIVEN BELOW

S N	NAME OF CMTS UNIT/SSA/WIMAX UNIT	Type of city for wage	no. of unskilled workers per day
1	Circle Office-CM Cell- Network Opertion section under AGM(O&M)	B	1
2	Circle Office-CM Cell- Network Planning section under AGM(NWP)	B	1
3	Circle Office-CM Cell- RF section under AGM(RF)	B	1
4	Circle Office-CM Cell- Accounts section under CAO(CM)	B	1
5	Circle Office-CM Cell- Sales&Mktg section under AGM(SALES)	B	1
6	MSC, PMG Square, Bhubaneswar under DE(MSC),CSPur, BN	B	2
7	MSC, CS PUR, Bhubaneswar under DE(MSC),CSPur, BN	B	2
8	MSC, CK under DE(MSC), Cuttack	B	3
9	MSC, Sambalpur under DE(MSC),Sambalpur	C	1
10	MSC, Berhampur under DE(MSC), Berhampur	C	1
11	RNC/BSC, Phulbani under DE/SDE(CMTS), Phulbani	C	1
12	Office of DE(CMTS), Bhubaneswar SSA	B	1
13	Office of DE(CMTS), Cuttack SSA	B	1
14	Office of DE(CMTS), Rourkela SSA	B	1
15	Office of DE(CMTS), Dhenkanal SSA	C	1
16	Office of DE(CMTS), Balasore SSA	C	1
17	Office of DE(CMTS), Baripada SSA	C	1
18	Office of DE(CMTS), Keonjhar SSA	C	1
19	Office of DE(CMTS), Bolangir SSA	C	1
20	Office of DE(CMTS), Sambalpur SSA	C	1
21	Office of DE(CMTS), Berhampur SSA	C	1
22	Office of DE(CMTS), Koraput SSA	C	1
23	WIMAX EXCH, TEL BHAWAN, PMG SQUARE under AGM(WIMAX),Bhubaneswar	B	1
TOTAL		B & C	27

	SUMMARY OF ESTIMATES/REQUIREMENTS	No. of unskilled worker	No. of semi-skilled worker	No. of skilled worker	Total no. of workers
1	FOR CMTS UNITS	27	0	0	27
2	FOR RRC-BBHUBANESWAR	4	2	1	7
3	TOTAL ESTIMATED COST FOR CMTS UNITS & RRC, BN (EXCLUDING GST) Rs	31	2	1	34

SECTION-V

BID FORM

To

**The Chief General Manager
Odisha Circle, Bhubaneswar.**

Ref: E-Tender No.ENG-304/CMTS/TENDER/HOUSEKEEPING/2019-20 Dt.22-06-2019

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos., the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this bid.
2. If our Bid is accepted, we will obtain the guarantee of a Scheduled Bank for a sum not exceeding 5% of the tender cost for the due performance of the Contract.
3. 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 at any time before the expiry of that period.
4. Until a formal Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of 2019

Signature of Bidder in capacity of

Signature of Authorized Signatory.....

In Capacity of

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

Witness

Address

Signature.....

SECTION-VI
TECHNICAL BID/CHECK LIST
E-Tender No.ENG-304/CMTS/TENDER/HOUSEKEEPING/2019-20 Dt.22-06-2019

S/ N	LIST OF DOCUMENTS TO BE SCANNED AND UPLOADED IN e-TENDER PORTAL.	UPLOADED YES/NO/ NA
1	A/C PAYEE DEMAND DRAFT / BANKER'S CHEQUE TOWARDS COST OF TENDER PAPER WORTH RS.590/- ONLY IN FAVOUR OF A.O(A&P),BSNL, O/O CGMT, ODISHA CIRCLE, BHUBANESWAR PAYABLE AT BHUBANESWAR.	
2	A/C PAYEE DEMAND DRAFT / BANKER'S CHEQUE OR BANK GUARANTEE TOWARDS EMD/BID SECURITY WORTH RS 93,000/- ONLY IN FAVOUR OF A.O(A&P),BSNL, O/O CGMT, ODISHA CIRCLE, BHUBANESWAR PAYABLE AT BHUBANESWAR.	
3	"POWER OF ATTORNEY" IN CASE OF PERSON OTHER THAN THE BIDDER HAS SIGNED THE TENDER DOCUMENT. (POWER OF ATTORNEY MUST BE EXECUTED AFTER THE DATE OF NIT)	
4	SELF ATTESTED PHOTOCOPY OF NECESSARY DOCUMENT TO PROOF AS AN INDIVIDUAL CONTRACTOR/PROPRIETORSHIP FIRM/ PARTNERSHIP FIRM/ COMPANY UNDER INDIAN COMPANY ACT 1956.	
5	SELF ATTESTED PHOTOCOPY OF Valid Labour License or an undertaking to submit Labour License within three weeks of signing the agreement to carry out the tender works.	
6	SELF ATTESTED PHOTOCOPY OF INCOME TAX PAN CARD . (IN CASE OF INDIVIDUAL/PROPRIETORSHIP FIRM, PAN SHOULD BE IN THE INDIVIDUAL'S NAME AND IN CASE OF COMPANY/PARTNERSHIP FIRM, THE PAN SHOULD BE IN COMPANY/FIRM'S NAME.)	
7	SELF ATTESTED PHOTOCOPY OF INCOME TAX RETURN FOR ASSESSMENT YEAR 2018-19 .	
8	SELF ATTESTED PHOTOCOPY OF VALID E.P.F. REGISTRATION CERTIFICATE .	
9	SELF ATTESTED PHOTOCOPY OF VALID ESI CERTIFICATE .	
10	SELF ATTESTED PHOTOCOPY OF VALID GST REGISTRATION CERTIFICATE	
11	SELF ATTESTED PHOTOCOPY OF EXPERIENCE CERTIFICATE OF MINIMUM RS 16.3 LAKHS (TOTAL) IN BSNL/MTNL/CENTRAL PSU/CENTRAL GOVT./STATE PSU/STATE GOVT FOR: (b) CARRYING OUT HOUSEKEEPING WORKS ON JOB CONTRACT BASIS OR (B)SUPPLY OF UNSKILLED/SEMISKILLED/SKILLED MANPOWER FOR CARRYING OUT DIFFERENT JOBS/ACTIVITIES, DURING THE LAST THREE FINANCIAL YEARS I.E. 2016-17, 2017-18 and 2018-19. EXPERIENCE CERTIFICATE SHOULD BE ISSUED BY AN OFFICER NOT BELOW THE RANK OF DEPUTY GENERAL MANAGER OF BSNL OR EQUIVALENT WILL ONLY BE CONSIDERED.	
12	SELF ATTESTED PHOTOCOPY OF TURN OVER CERTIFICATE FROM A REGISTERED CHARTERED ACCOUNTANT FIRM FOR THE FINANCIAL YEARS 2015-16, 2016-17 and 2017-18 FOR A TOTAL TURNOVER OF AT LEAST RS 70 LAKH ONLY .	
13	SELF ATTESTED PHOTOCOPY OF BID FORM DULLY FILLED WITH SIGNATURE AND SEAL AS PER SECTION-V	
14	SELF ATTESTED PHOTOCOPY OF TECHNICAL BID/CHECK LIST DULLY FILLED WITH SIGNATURE AND SEAL AS PER SECTION-VI .	
15	FINANCIAL BID (QUOTED RATE SHEET) (TO BE FILLED ONLINE ONLY IN THE FINANCIAL BID TEMPLATE) AS PER SECTION-VII .	
16	SELF ATTESTED PHOTOCOPY OF UNDERTAKING & DECLARTION DULLY FILLED WITH SIGNATURE AND SEAL AS PER SECTION-VIII .	
17	SELF ATTESTED PHOTOCOPY OF BIDDER'S PROFILE DULLY FILLED WITH SIGNATURE AND SEAL AS PER SECTION-XI .	
18	SELF ATTESTED PHOTOCOPY OF PROFORMA FOR NO NEAR RELATIVE(S) CERTIFICATE DULLY FILLED WITH SIGNATURE AND SEAL AS PER SECTION-XII	
19	SELF ATTESTED PHOTOCOPY OF DECLARATION REGARDING BLACKLISTING DULLY FILLED IN NON-	

	JUDICIAL STAMP PAPER WITH SIGNATURE AND SEAL AS PER SECTION-XIV	
20	SELF ATTESTED PHOTOCOPY OF DECLARATION ON CLAUSE BY CLAUSE COMPLIANCE DULLY FILLED WITH SIGNATURE AND SEAL AS PER SECTION-XV .	
21	SELF ATTESTED PHOTOCOPY OF DECLARATION ON NON-TAMPERING OF TENDER DOCUMENT DULLY FILLED WITH SIGNATURE AND SEAL AS PER SECTION-XVI .	
22	SELF ATTESTED PHOTOCOPY OF DECLARATION FOR DOWNLOADING TENDER DOCUMENT DULLY FILLED WITH SIGNATURE AND SEAL AS PER SECTION-XVII .	
23	TENDER DOCUMENT SIGNED BY THE BIDDER ON ALL PAGES WITH SEAL SHOULD BE UPLOADED.	

Place : _____

Date: _____

Signature of the Bidder _____

Name of the Bidder _____

SECTION-VII
FINANCIAL BID

(Sheet where rate is to be quoted by the bidder)

The bidder should quote his service charge in **percentage** of the amount shown under column No.-3 against Sl. No-1 of Schedule of Rates both in figures & words of per day wages of one labourer effective from date 01.04.2019 onwards as decided by CLC(Central), New Delhi.

During validity period of the tender, the per day wages of one labourer at the Wage rate of labourer, Employer's (Contractor's) share of EPF contribution and Employer's (Contractor's) share of ESI contribution to be paid to the contractor (Bidder) excluding GST is automatically allowed to be changed w.e.f dated 01.10.2019 , 01.10.2020 etc. or till next revision by Dy. C.L.C. (Central), Bhubaneswar or CLC(Central), New Delhi. The above revision in per day wages will be strictly as per decisions and circulars of Dy. C.L.C. (Central), Bhubaneswar or CLC(Central), New Delhi only.

SL No.	<u>Service Charge rate in % (percentage) of wage component as in "Schedule of Rates":-</u>	
	Employer's (Contractor's) service Charges for providing per day per labourer/worker in percentage of amount under column No-3 against Sl. No. 1 of the table at <u>(Schedule of Rates)</u> depending on the area as applicable, to be quoted by the bidder in figures & words.	
	In figure	In words
1 % percent

Note: 1) The Employer's (Contractor's) share of service charge for providing per day per labourer will be in percentage rate of amount of wages per day as on 01.04.2019 of the above. The rate of per day wages during the period of contract will be as per the rates communicated by the Dy. Chief Labour Commissioner (C), Bhubaneswar or CLC(Central), New Delhi from time to time.

2) GST will be paid extra as per GST rule from time to time.

3) The rate quoted by the bidder should not be of negative figure, otherwise the bid will be rejected.

Place : _____

Date: _____

Signature of the Bidder _____

Name of the Bidder _____

Annexure to Financial Bid
SCHEDULE OF RATES

The Schedule of Rates to be paid to the contractor(excluding GST), for providing each unskilled worker for one day by the contractor, in accordance with per day wages as fixed by Dy. Chief Labour Commissioner (C), Bhubaneswar or CLC(Central), New Delhi. w.e.f. date 01.04.2019 onwards is as under :

Sl. No (Column-1)	Description (Column-2)	Amount (in Rs.) (Column-3)
1	Daily minimum wages of one unskilled/semiskilled/skilled labourer w.e.f. date 01.04.2019	As per Circular issued by CLC(Central), New Delhi Say X /Y/Z
2	a) Employer's (Contractor's) share of EPF contribution per day per labourer = 3.67% b) Employer's (Contractor's) share of EPS(Employee Pension Scheme) contribution per day per labourer= 8.33% c) Employer's (Contractor's) share for EDLI(Employees Deposit Linked Insurance)= 0.5% d) EPF Admin Charges= 0.50% TOTAL= 13.0% of amount under column No-3 against Sl. No-1 of this table.(EPF component)	13% of (X or Y or Z)
3	Employer's (Contractor's) share of ESI contribution per day per worker @ 4.75% of amount under column No-3 against Sl. No-1 of this table.	4.75% of (X or Y or Z)
4	Employer's (Contractor's) service Charges for providing per day per worker in percentage of amount under column No-3 against Sl. No. 1 of this table depending on the area as applicable to be quoted by the bidder in figures & words in the rate sheet of financial bid at Section VII.	Percentage of Item 1 above. i.e.% of (X or Y or Z)

Note: -

- 1)The rate of per day wages during the period of contract will be as per the rates communicated by the Dy. Chief Labour Commissioner (C), Bhubaneswar or CLC(Central), New Delhi from time to time.
- 2)The Employer's (Contractor's) share of EPF contribution and Employer's (Contractor's) share of ESI contribution to be paid to the contractor will be based on the rates referred to at Note-1 above.
- 3)GSTwill be paid extra by BSNL wherever applicable as per the rate in force.

UNDERTAKING

I/ We have read the terms and condition of the Tender documents, fully interpreted and accepted in toto the terms and conditions of the Tender and I/We, have made my/our offer keeping in view of those terms and conditions.

Place :-

Date :

Signature of Bidder

Name of the bidder

SECTION-VIII
UNDERTAKING & DECLARATION

Ref: E-Tender No.ENG-304/CMTS/TENDER/HOUSEKEEPING/2019-20 Dt.22-06-2019

The Bidder hereby covenants and declares that all the information, Documents, Xerox copies of the Documents/ Certificates enclosed along with the Tender document are correct and genuine and if anything found false and/or incorrect and/or any suppression of fact is detected at any time, tender will be terminated and EMD/SD/Bills pending with company will stand forfeited to BSNL and the contractor will be debarred from participation of any tender of this company in future.

Certified that I/We read and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted in the schedule. If I/We fail to enter into the agreement & commence the work in time the EMD/SD as deposited will stand forfeited to the BSNL.

Signature of the Bidder with seal.

SECTION-IX

PERFORMANCE SECURITY GUARANTEE (BOND FORM)

In consideration of the CMD, Bharat Sanchar Nigam Ltd having agreed to exempt [hereinafter called the "Contractor(s) "] from the demand, under the terms and conditions of an agreement/Purchaser 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, our liability under this guarantee shall be restricted to an 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 (office /BSNL) Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of **2 ½ YEARS** 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 the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Dated the Date

For

(Indicate the name of the Bank)

SECTION-X

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Ref: E-Tender No.ENG-304/CMTS/TENDER/HOUSEKEEPING/2019-20 Dt.22-06-2019

Subject: Authorization for attending Bid opening on (Date) in the tender of
.....
.....

Following person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of(Bidder) .

<u>Name</u>	<u>Specimen Signature</u>

Alternate Representative

Signature of Bidder
Or
Officer authorized to sign the Bid
Document on behalf of the Bidder.

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

SECTION-XI

BIDDER' S PROFILE

Ref: E-Tender No.ENG-304/CMTS/TENDER/HOUSEKEEPING/2019-20 Dt.22-06-2019

Passport size
Photograph of the
Bidder / authorized
Signatory holding
Power of autonomy is to
be pasted with
signature on the
photograph overlapping
the tender form.

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. Address of the firm
4. Telephonic address
5. Tel. Nos. with STD code (O)(R).....(Fax)

- (M).....
e-mail ID:
6. Registration & incorporation particulars of the BIDDER/firm:
 - i) Proprietorship
 - ii) Partnership
 - iii) Private Limited
 - iv) Public Limited

(Please attach attested copies of documents of registration/incorporation of your firm with the
competent authority as required by business law)
7. Name of Proprietor/ Partner / Directors
8. Contractor's Certificate details:
 - a) Number
 - b) Issuing Authority
 - c) Issued on
 - d) Valid up to
9. Bidder's bank, its address and his current account number
10. Permanent Income tax number, Income tax circle

(Please attach a copy of last income tax return)

11. Details of Technical & Supervisory staff:

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

Place:

Date:

Signature of Bidder along with date & Seal

SECTION-XII

PROFORMA FOR NO NEAR RELATIVES CERTIFICATE IN BSNL

Ref: E-Tender No.ENG-304/CMTS/TENDER/HOUSEKEEPING/2019-20 Dt.22-06-2019

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

**Signature of the bidder
With date and 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.

SECTION-XIII
AGREEMENT FORMAT

Agreement No. Dated at Bhubaneswar the

The agreement made on this between the “**Chief General Manager,BSNL, Odisha Telecom Circle, Bhubaneswar**”, herein after called the “**BSNL**” (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the **ONE PART** and “.....” herein after called the “**CONTRACTOR**” (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) on the **OTHER PART**.

Where as in response to the Limited Tender Notice No for the work- “.....” issued by **Chief General Manager,BSNL, Odisha Telecom Circle, Bhubaneswar** and has been declared the successful tenderer for carrying out the work.

Where as the Contractor has offered to enter into contract with BSNL for the execution of the work of “.....” on the terms and conditions herein contained in the tender document and the rates approved by BSNL (copy of approved rate sheet annexed) have been duly accepted and whereas the necessary performance security deposits have been furnished in accordance with the provisions of the tender document and where as no interest will be claimed on the performance security deposits.

Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows:-

1. That the contractor shall, during the period of this contract that is to say from to or completion of works for Rs/- (Rupeesonly) whichever is earlier or until this contract shall be as extended/determined by such notice as is herein after mentioned, safely carryout, by means of labour employed at his own expenses, all the works, detailed in the tender document “.....” as well (annexed to the agreement), when BSNL or any other persons authorized by in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirement as demanded by exigencies of service.
2. That beyond the Normal One year contract period, it can be extended for a further period of six months as per terms and conditions of the tender subject to maximum 25% of tender cost.
3. That the NIT (Notice Inviting Tender), Bid documents (Qualifying & Financial), Letter of Intent, Approved rates, with all addendums & corrigendum annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression by exigencies of services.
4. That in consideration of the payment to be made to the Contractor for the tender works to be executed by him, the contractor hereby conveys BSNL that he (contractor) shall in accordance with the tender terms and conditions do provide the requisite number of workmen with means and materials as well as tools, appliances, machines, implements , vehicles for transportation, cartage etc. required for the proper execution of the work within the time specified in the work order and complete the works. He shall perform all other acts, deeds, comments and things which are to be implied there from or may be reasonably necessary for the completion of the said tender works in time and manner, subject to the terms and conditions of the tender document.
5. That in consideration of the due provisions, executions and completion of the said works, BSNL hereby agree with the contractor the respective amounts for the work done by the contractor and such other sum(s) as may become payable to the contractor under the provisions of contract.
6. That the contractor hereby undertakes to follow all necessary acts/ rules /orders / guidelines / procedures of State Government/Central Government/BSNL as the case may be issued by the State Government/Central Government/BSNL from time to time which are necessary and obligatory for execution of the said tender work and should make all statutory payments to Government in time and to appraise the BSNL authority in due course of time.

7. The party/parties at other part called as " Contractor" , also declares that , none of his/her/their near relatives i.e Wife, Husband, 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) & Sister's husband (Brother-in-law) is/are working as an officer/official in BSNL.
8. That the Contractor hereby declares that nobody connected with or in the employment of BSNL is none/shall not ever be admitted as partner in the contract.
9. That both the parties have accepted and agreed to the approved rates for execution of the said tender works as described in the annexure-I to this agreement which shall remain in force during the entire period of contract.
10. That the contractor shall abide by the terms and conditions , rules, guidelines, construction practices , safety precautions etc. stipulated in the tender document including any correspondence between the contractor and BSNL having bearing on execution of work and payments of work to be done under the contract.
11. That the contractor unconditionally accepts the approved rates along with all the terms and conditions of the tender document for carrying out the tender work in a smooth and peaceful manner for BSNL. In case of failure in the part of contractor, BSNL may take action against the contractor as per departmental guidelines in addition to forfeiture of performance security, and, the contractor will not make any dispute on this in any court of law.
12. That in accordance with the provision of Tender Document this agreement is being executed on deposit of Performance Security as detailed herein for carrying out the tender work.

NAME OF WORK	Performance Security details.

In witness whereof, the parties presents have here into set their respective hands and seals on the date first above written in presence of the following witnesses.

Signed sealed Delivered by the above named contractor

Signed sealed Delivered on behalf of BSNL

IN PRESENCE OF WITNESS

1. SIGNATURE :
 NAME :
 ADDRESS :

1. SIGNATURE :
 NAME :
 ADDRESS :

SECTION-XIV
DECLARATION REGARDING BLACKLISTING / DEBARRING FROM TAKING PART IN
GOVERNMENT TENDER BY DOT / MTNL / GOVT. DEPT. / PSU
(To Be Executed On non-judicial stamp paper Of Rs. 20/- by the Bidder)

I/We:-

Proprietor/ Partner/ Director(s) of M/s

hereby declare that the firm/ company namely M/s
..... **has not been blacklisted or debarred** in the past by DOT/BSNL/MTNL or any other
Government / Semi government organization from taking part in the Govt. tenders

In case the above information is found false I/we are fully aware that the tender / contract
will be rejected / cancelled by the General Manager (CMTS),Bhubaneswar & EMD /SD shall stand
forfeited along with any suitable action as deemed fit..

Place

Signature

Seal of the firm

Capacity in which is signed

Date

Name Address of the firm:

Section-XV

DECLARATION ON CLAUSE BY CLAUSE COMPLIANCE

Ref: E-Tender No.ENG-304/CMTS/TENDER/HOUSEKEEPING/2019-20 Dt.22-06-2019

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 Bidder:-

Date:

Name of the Bidder :-

Section-XVI

Declaration on Non-tampering of tender document

Ref: E-Tender No.ENG-304/CMTS/TENDER/HOUSEKEEPING/2019-20 Dt.22-06-2019

I,.....(authorized signatory)
hereby declare that, the tender document submitted has been downloaded from the
website <<http://www.odisha.bsnl.co.in>> or <https://eprocure.gov.in/cppp>. 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 bidder.....

Seal of the bidder.....

Section-XVII

DECLARATION FOR DOWNLOADING THE TENDER DOCUMENT.

Ref: E-Tender No.ENG-304/CMTS/TENDER/HOUSEKEEPING/2019-20 Dt.22-06-2019

“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/cppp> or www.tenderwizard.com/BSNL and no addition/deletion/correction has been made in the proforma downloaded. I 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.

Date:

Signature of Bidder

Place:

Name of Bidder along with date & Seal

SECTION-XVIII

GUIDELINES FOR TAKING ACTION AGAINST VENDORS WHO DEFAULT

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing to SECTION-XV with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.		
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	<i>(i) If detection of default is prior to award of APO</i>	i) Rejection of Bid & ii) Forfeiture of EMD.
	<i>(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)</i>	i) Cancellation of APO , ii) Rejection of Bid & iii) Forfeiture of EMD.
	<i>(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .</i>	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.

	(iv) If detection of default after issue of PO/ WO	<p>i) Termination/ Short Closure of PO/WO and Cancellation of APO</p> <p>ii) Rejection of Bid &</p> <p>iii) Forfeiture of PG/ SD.</p> <p>However on realization of PG/ SD amount, EMD, if not released shall be returned.</p>
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	<p>If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	<p>i) Termination of PO/ WO.</p> <p>ii) Under take purchase/ work at the risk & cost of defaulting vendor.</p> <p>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>

4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	<p>i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable.</p> <p>ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor.</p> <p>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
5.1	The Vendor does not perform satisfactory in the field in accordance with the specification & scope of work mentioned in the PO/ WO/ Contract.	<p>i) It will be regulated as per the penalty clause of the tender document</p> <p>ii) Recover the excess penalty charges from the PG/SD & outstanding bills of the defaulting vendors.</p>
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR</p> <p>ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	<p>Submission of claims to BSNL against a contract</p> <p>(a) for amount already paid by BSNL .</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p> <p>(c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p>	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A or by any other legal tenable manner.</p> <p>ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>

	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	<p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p> <p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>	<p>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p> <p>(Continued from page 178)</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. (continues to page 173)</p>

SECTION-XIX

EMD/BID SECURITY FORM

(To be typed on Rs.100/- non-judicial stamp paper)

Whereas(hereinafter called "the Bidder") has submitted its bid dated for the supply of Tender No. KNOW ALL MEN by these Presents that WE OF having out registered office at (here in after called "the Bank") are bound unto (here in after called the "the Purchase") in the sum of for which payment will and truly to be made of the said Purchase, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the Period of Bid validity.
 - a). fails, or refuses to execute the Contract, if required, or
 - b). fails or refuses to furnish performance security, in accordance with the Instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand, the Purchaser will note that the amount claimed by it is owing to the occurrence of one or all of three conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clauses 12 and 28.2 of section II of the Bid Document up to and including Thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank

Name.....

Signed in capacity of
Name of Witness
Signature of Witness
Address of Witness
Full Address of Branch
STD Code & Telephone No. of Branch
FAX No. of Branch