



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

Office of the General Manager Telecom District

Dhenkanal -759001 .

e-TENDER DOCUMENT FOR
Providing Unskilled manpower for carrying out different activities
in Dhenkanal Telecom District

Tender No: GC-432/2019-20/4 Dated: 02.11.2019

Cost of Tender Document: Rs.2360/-

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

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SECTION-I

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
Office of the General Manager, Telecom Dist-Dhenkanal -759001 .

NOTICE INVITING TENDER

**e-Tender for Providing Unskilled manpower for carrying out different activities in
Dhenkanal Telecom District**

1 On behalf of Bharat Sanchar Nigam Limited (BSNL), e-Tender is invited on two stage bidding system from Individuals/Companies/Firms registered in India fulfilling the eligibility conditions, as per tender document.

Sl.No	Item	Particulars
1	Tender Notice No & date	GC-432/2019-20/4 Dated 02.11.2019
2	Tender item	Providing Unskilled manpower for carrying out different activities in Dhenkanal Telecom District.
3	Tender Paper can be downloaded from date	From: dt : 06.11.2019
4	Date of receipt of queries from bidders	Up to 15.00 Hrs of dt: 07.11.2019
5	Last Date of Submission of Tender	Dt 26.11.2019 up to 16:00 Hrs
6	Date & Time of Opening of Tender (Technical Bid only)	Dt 27.11.2019 at 11:00 Hrs
7	Amount of Bid Security as in Section II.	A) The cost of EMD and cost of Tender paper can be paid through online Banking/RTGS/NEFT as per the Section-I, Para 2(b). B) A proof regarding valid registration with body specified by NSIC for the tendered items will have to be attached along with the bid for EMD exempting cost of Tender paper.
8	Cost of Tender Paper	Rs.2360/- (Rupees two thousand three hundred sixty only) - Non- Refundable .

Note: In case the last date of submission /opening of bid is declared to be a holiday, last date of submission / opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid submission/ opening date due to any other unavoidable reasons will be notified through the BSNL web site and/or e-Tender Portal and/or newspapers.

2(a) The Tender paper can be downloaded from the website: www.tenderwizard.com/BSNL & www.Odisha.bsnl.co.in and to be submitted in e-format.

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

Name of the Bank and Branch	Union Bank of India, Dhenkanal.
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Accounts Name	A.O(Cash), BSNL,O/o GMTD Dhenkanal
Account Number & Type	540501010012016 & Current Account
IFSC Code	UBIN0554057
Address of the Bank	UNION BANK OF INDIA, MEENA BAZAR, JAGANNATH ROAD, DHENKANAL.
MICR Code	759026002
Mail Id :	email id :gmtddk110@rediffmail.com
Contact No	Mobile No. 9437285947

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

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

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

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

3(c) Bidders may note that the tender document can be downloaded from the website www.tenderwizard.com/BSNL or following the "Tenders" link of the website www.odisha.bsnl.co.in.

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

3(e) In case of any correction/ addition/ alteration/omission is found in the tender document; the tender bid shall be treated as non-responsive and shall be rejected.

4:Eligibility criteria :-

4(a) The bidder should have experience in carrying out job contract work by providing unskilled/Unskilled/skilled manpower in BSNL/MTNL/Central Government/any Public Sector Undertaking in carrying out different activities related to day-to-day maintenance of Telephone Exchanges (both External and Internal Plants), provision and fault attending of leased Line/ISDN/ Broadband/FTTH/MDF Jumpering including digging and refilling of cable fault pits, jointing of underground cables and O.F. Cable jointing etc.

4(b) The bidder must have carried out the said work to the tune of minimum **Rs.20 Lakhs** during the financial years 2016-17, 2017-18 & 2018-19 taken together duly supported by an Experience Certificate to this effect issued by an Officer not below the rank of Deputy General Manager or equivalent rank of the concerned Organization.

4(c) The documents as listed out in Section VII should be uploaded in E-Tender Portal.

5 BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, bidders or their authorized representatives can attend the Tender Opening Event at the **Conference Hall, 3rd Floor, BSNL Bhawan, Dhenkanal - 759001** where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

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

7 General Manager Telecom District Dhenkanal reserves the right to accept or reject any or all tender bids without assigning any reason and is not bound to accept the lowest tender.

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

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

**General Manager
Telecom District Dhenkanal**

SECTION-II

E-Tenders are invited by General Manager Telecom District, Dhenkanal on behalf of the Bharat Sanchar Nigam Limited from eligible contractors or firms / agencies / organizations for carrying out various job works on contract basis by providing required number of Unskilled labourers to concerned site incharge SDOTs/SDOPs/SDE(OFC)/SDE(Intl)/SDE(BB & LL) on daily basis as per their requirement **for a maximum of 26 days** in a particular month depending upon volume of required maintenance works needed in the concerned officers.

UNSKILLED LABOURERS, ESTIMATED COST & EMD/ BID SECURITY

Name of Item(s)	Description(s)				
Name of work	Providing Unskilled Manpower for carrying out different activities in Dhenkanal Telecom District .				
Details of the SSA	Name of the Telecom District.	Name of the Site Engineers	No. of Unskilled labourer	Estimated Cost (in Rs)	EMD 2% (Bid Security) (in Rs)
	Dhenkanal	SDOT- Dhenkanal SDOP- Dhenkanal, SDE(Intl)- Dhenkanal SDE(OFC)- Dhenkanal SDOT-Kamakhyanagar SDE(General / Marketing / Electrical) SDOP-Nalconagar , SDE(BB & LL)-Nalconagar SDE(OFC)- Nalconagar SDOT-Kaniha, SDOT-Talcher SDOP-Angul, SDOT-Angul	136	Rs. 22056480	Rs. 441130

SECTION-III**SCHEDULE OF RATES**

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

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

Sl. No	Description	Amount (in `.)
1	2	3
1	Daily wages of one Unskilled labourer w. e. f. date 01.10.2019 onwards as prescribed by Dy. CLC(C), Bhubaneswar . (wage component)	<u>Rate per day per Unskilled labourer: Rs.</u>
2	Employer's (Contractor's) share of EPF contribution for per day per Unskilled labourer @12%+1.11% as administrative charges of EPF Deptt. + 0.50% as EDLI Charges of EPF Deptt. = @ 12 + 0.85+0.50+0.01(as inspection charge)=@ 13.36% of amount under column No-3 against sl. No-1 of this table. (EPF component)	As per Notification of CLC
3	Employer's (Contractor's) share of ESI contribution for per day per Unskilled labourer @ 4.75% of amount under column No-3 against sl. No-1 of this table. (ESI component)	As per Notification of CLC
4	Employer's (Contractor's) profit for providing per day one Unskilled labourer in percentage of amount under column No-3 against sl. No-1 of this table to be quoted by the bidder in figures & words in the rate sheet of financial bid.	The amount will arrive in accordance with finally approved L-1 percentage of amount shown under Column No.3 against sl.No.1 of this table.
<p>Note: - 1. The rate of per day wages during the period of contract will be as per the rates communicated by the Dy. Chief Labour Commissioner (C), Bhubaneswar from time to time.</p> <p>2. The Employer's (Contractor's) share of <i>EPF contribution</i> and Employer's (Contractor's) share of <i>ESI contribution</i> to be paid to the contractor (Bidder) will be based on the rates referred to at Note-1 above.</p> <p>3. The above mentioned amounts shown under No.3 against sl. No.1, 2 & 3 of above table and approved L-1 percentage service charges of the successful bidder against Sl.No.4 for this tender will be allowed to change automatically from time to time strictly in accordance with per day wages to be revised and decided by Dy. Chief Labour Commissioner (C), Bhubaneswar.</p>		

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

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

The details of specifications and job descriptions are as below:

I. Maintenance of Internal Plant**a) Wiring / Jumpering: -**

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

b) Carrying / delivering of faulty /repair cards,Testing Equipment

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

c) Assistance in Testing:-

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

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

- a. Contacting Electrical Sub-Station / Control Room during mains AC failure to know about duration / reason of failure and also regarding HIGH / LOW /NO voltage of three-Phase Supply.
- b. Operation of fire-fighting Appliances at the time of any electrical/ fire hazards.
- c. Recording of room temperature.

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

Wiring / Jumpering: -

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

Telephone Exchanges (both External and Internal Plants), provision and fault attending of leased Line/ISDN/ Broadband/FTTH/MDF Jumpering including digging and refilling of pits, jointing of underground cables and O.F. Cable jointing etc.

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

Assistance in Testing:-

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

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

1. In case the fault is due to U.G. / O.F Cable Network, the same should be restored within **2 days**. Temporary Joints is allowed for the purpose. However the joints should be made permanent within 7 days.

2. Digging of Pits for Maintenance of O.F. & U.G.cable Purpose.

Digging of pits of different sizes are required to be made by the Unskilled labourers to be provided by the contractor for attending O.F. & U.G.cable faults at different places and to refill all the pits after the work is completed.

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

3. Jointing of Cables (O.F & U.G cable)

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

8. Any Other works.

In addition to all the above works described, all other works related to Internal / External plant day to day maintenance in respect of any local telephone exchange under jurisdiction of respective concerned site engineer as per actual requirements by the Site Engineer of the site must also be done by the Unskilled workers supplied by the contractor.

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

SECTION-V**INSTRUCTIONS TO BIDDERS & CONDITIONS OF TENDER****1. TERMS:**

- 1(a) "BSNL" or "The Nigam" or "The Tendering Authority" means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) acting on behalf of the President of India and represented by the General Manager Telecom District, Dhenkanal .
- 1(b) "The Bidder" means the individual or firm who participates in this tender & submits its bid.
- 1(c) "The Work Order" means the order placed by the BSNL on the Bidder signed by the Engineer-in-Charge of BSNL including all attachments & appendices thereto and all document incorporated by reference therein. The work shall be deemed as "Contract" appearing in the document.
- 1(d) "The Contract Price" means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.
- 1(e) "Site Engineer" means the concerned Sub-Divisional Officer (Phones) or Sub-Divisional Officer (Telegraphs) or Accounts Officer in-charge of this Telecom District under whose site the contractor will provide the requisite number of Unskilled labourers on daily basis as per actual requirement of concerned respective site Engineer (in-charge) .
- 1(f) "Engineer In-Charge" means the controlling DE/AGM of respective Site Engineer of this Telecom District who is designated as the "Engineer in-Charge" of respective "Site Engineer" as mentioned in the Section -II.
- 1(g) "E-Tender Portal" means the website "www.tenderwizard.com/BSNL" of M/s ITI Limited who is providing e-Tendering solution to BSNL.
- 1(h) "ETS" means the Electronic Tendering System through the e-Tender Portal.

2. SERVICES TO BE PROVIDED

The successful bidder is to provide a maximum number of Unskilled labourers as details below:

Sl. No.	Name of the SSA.	Number of Unskilled laborueres
1	Dhenkanal Tel. Dist.	136

* Refer Section II for details.

3. ELIGIBLE BIDDERS

The bidder should have experience in carrying out job contract work by providing Skilled/ Unskilled/ Unskilled manpower in BSNL/MTNL/Central Government/Central Public Sector Undertaking for carrying out different activities related to day-to-day maintenance work (both External and Internal Plants), Removal of Line/Cable faults, Provision of New Connections (Landline/WLL/ISDN/Broadband/FTTH/Wi-max/Leased Lines), including digging and refilling of cable fault pits, jointing of O.F / U.G. Cable.

- 4 A) The bidder must have carried out the said work to the tune of Rs 20 Lakhs (Rupees Twenty lakhs) or more during the financial years 2016-17, 2017-18 & 2018-19 taken together duly supported by an Experience Certificate to this effect issued by an Officer not below the rank of Deputy General Manager or equivalent rank of the concerned Organization.

B) GST Compliance

- (i) The bidder should submit valid GST regn certificate or mention as unregistered dealer as per GST act.
(ii) A self declaration that the bidder is not blacklisted by GST authorities
(iii) In case the bidder get blacklisted during the tenure of contract then any loss suffered by BSNL will be recovered from the bill / security money.
(iv) If the bidder has multiple GST number then all such numbers will be provided.
(v) The bidder should submit correct HSN / SAC codes, the bidder will be responsible for loss to BSNL owing to wrong furnishing of the HSN / SAC codes.
(vi) The bidder should submit GST invoice / Debit & Credit Note as per rule.
(vii) It would be responsible of the supplier to declare correct information of invoice and to file GST returns in time enabling BSNL to avail Tax credit. Any loss by BSNL for not complying GST provisions will be recovered from the bidder.

5 COST OF BIDDING

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

6 CLARIFICATION ON BID DOCUMENTS

- 6(a).** A prospective bidder, requiring any clarification of the Bid Documents shall notify the Tendering authority in writing or FAX or at the Tendering authority's mailing address indicated in the NIT. The Tendering authority shall respond in writing to any request for clarification of the Bid Documents, which it receives within 14 days from the date of publication. Copies of the query (without identifying the source) and clarifications by the Tendering authority shall be sent individually to all the prospective bidders who have received the bid documents.
- 6(b).** Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount an amendment of relevant clauses of the bid document.

7 DOCUMENTS TO BE SUBMITTED FOR BID

- a) The details of documents to be submitted through online in e-Tender Portal are as detailed at **Section VII**. If any one of the above items required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage.
- b) Documents in original should be submitted for verification as required by the Tendering Authority.
- c) The bidder will verify the genuineness and correctness of all documents and certificates including experiences/performance certificates, submitted by the bidder or any other firm /associates before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.
- d) As per the requirement of the tender's condition, if any documents/paper/certificate submitted by the bidder is found to be false/fabricated/tampered /manipulated at any stage during bid evaluation or after award of contract, then the bid security (EMD/PBG) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would be taken for banning of business dealing with the defaulting firm. In case contract has already been awarded to the bidder, then PBG would

be forfeited and the contract would be rescinded/ annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm. An undertaking to this effect should be submitted by the bidder as per format at **Annexure-K of Section-VIII**.

8. AMENDMENT TO BID DOCUMENT

- 8(a). At any time, prior to the date of submission of bid, tendering authority may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- 8(b). The amendments shall be notified in the E-Tender Portal and these amendments will be binding on them.
- 8(c). In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Tendering authority may, at its discretion, extend the deadline suitably for the submission of bids.
- 8(d). It is the sole responsibility of the bidder to confirm from the E-Tender Portal and/or from the following contacts regarding amendments, if any, or any other clarifications before uploading of the tender document

ITI Tender Wizard Help Desk Contact	Mr Biswajit Kar, contact No: 09438724476, Office No. 01149424365 & Email ID: twhelpdesk691@gmail.com
BSNL Contact-1	Shri S.K.Routray, AGM (HR & Plg.) O/o GMTD Dhenkanal. Tel.No.06762-226550, Mob.No.9438884499.
BSNL Contact-2	Shri C.Karali SDE (Planning) O/o GMTD BSNL Dhenkanal, Tel.No.06762-224165, Mob.No. 9437012100.

4. PREPARATION OF BID DOCUMENTS - TECHNICAL BID & FINANCIAL BID

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

5. BID FORMS

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

6. BID PRICE

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

7. COMPLIANCE

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

8. A. BID SECURITY/EMD

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

B.FORFEITURE OF BID SECURITY/EMD**The Bid Security/EMD may be forfeited**

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

9. FORMAT AND SIGNING OF BID

- a) The bid shall contain no interlineations, erasures or overwriting, except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the persons signing the bid.
- b) The over writing / erasures in the bid made by the bidder shall be signed by the person signing the bid.
- c) The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid.

10. PREPARATION & SUBMISSION OF BIDS**I) Contents of the Bid:**

The bid contains three parts -

Part A: The First Part should contain the uploading of

- i. EMD/ Bid Security as per Sl. No 8 of Section -I and Section II
- ii. Cost of tender paper as per Clause 9 of Section I.
- iii. Power of attorney in original (If applicable).

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

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

II. SUBMISSION OF BIDS:

- a. All the clauses of the bids must be complied with and price bids must be quoted online by the bidders before the locking/closing time of the bid.
- b. Scanned document wherever necessary are to be uploaded in the appropriate places of the document.
- c. Scanned documents wherever necessary are to be uploaded in the appropriate places of the document.
- d. The bidder shall upload bid documents downloaded from e-Tender Portal.
- e. Bidder can bid for the SSA through the user-id allotted to him by M/s ITI in e-Tender Portal along with requisite Earnest Money Deposit (EMD) and cost of Tender Paper.
- f. If any one of the document required to be uploaded is found to be wanting, the concerned bid shall be rejected at the opening stage itself.
- g. The BSNL may, at its discretion, extend this deadline for the submission of the bids by amending the bid document in accordance with NIT in which case all rights and obligations of the BSNL and bidders previously refer to the deadline will thereafter be subject to the extended deadline.

11. LATE BIDS, MODIFICATIONS AND WITHDRAWAL OF BIDS

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

12. BID OPENING AND EVALUATION

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

13. PLACE OF OPENING OF TENDER BIDS

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at "Conference Hall, (3rd Floor) BSNL Bhawan, Dhenkanal 759001 ", where BSNL's Tender Opening Officers would be conducting through online e-Tender. If due to administrative reasons, the date and venue of e Bid opening is changed, same will be displayed prominently in the notice board of the e-Tender Portal.

14. PRELIMINARY EVALUATION

- a) Tendering authority shall evaluate the bids to determine whether they are complete in all respects, whether any computational errors have been made, whether required sureties have been furnished etc.
- b) Prior to the detailed evaluation, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents.
- c) For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid documents without any material deviation. The tendering authority's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse of extrinsic evidence.
- d) A bid, determined as substantially non-responsive will be rejected by the Tendering authority and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity. The tendering authority shall not be bound to show the reasons/causes of rejection of the bid.
- e) The Tendering authority may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

15. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- a) The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
- b) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Tendering authority. If there is a discrepancy between words and figures, the amount in words shall prevail.
- c) If the supplier does not accept the correction of the errors, his bid shall be rejected.
- d) Any bidder can quote for the financial bid and L-1 will be evaluated considering only the substantially responsive bids.
- e) The evaluation and comparison of substantially responsive bids shall be done on the basis of percentage rate of amount of wages per day as on 01.10.2019 quoted/offered as service charge by the bidder as per Section VI.
- f) The GMTD , Dhenkanal reserves the right to distribute the work to the L1 & L2 bidders to the extent of 60% & 40 % respectively. However, the GMTD , Dhenkanal reserves the right to award whole work to L-1 bidder at his discretion.

16. CONTACTING THE TENDERING AUTHORITY

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

17. AWARD OF CONTRACT & CONTRACT PERIOD

(a) The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable subject to fulfillment of all required labour laws and rules as applicable from time to time.

(b) The work against the tender is for one year's requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between the BSNL and the Contractor. However the competent authority reserves the right to extend the tender period upto 6 months after expiry of the tender period with same rates and same terms and conditions with enhancement of 50% of estimated cost. In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the tender period can be extended upto 1(one) year from the expiry of the tender period with proportionate increase in the estimated cost at the discretion of the competent authority with same rates & same terms and conditions.

(c) The General Manager Telecom District, BSNL, Dhenkanal reserves the right to go for more than one contractor in order to meet the time schedule for completion of works or otherwise for a specified category of work as deemed fit in the interest of the BSNL, Dhenkanal. His decision in this respect will be final and binding on all concerned.

The GMTD , Dhenkanal also reserves to right to increase or decrease the number of Unskilled labourers (number of Shifts) by 25% if need arises due to any litigations or judgment by concerned authorities of ministry of labour & employment subject to the condition that total expenditure to be incurred shall not exceed 25% beyond estimated cost of tender as indicated in NIT.

(d) **Performance Security Deposit (PSD)**: The Bidders shall furnish Performance Security Deposit in the format at Annexure - F of Section VIII for an amount of 5% of the estimated cost of the tender, in the form of Bank Guarantee from a Nationalized/ scheduled Bank for a period of 2½ (Two & half) Years in favour of A.O. (Cash), BSNL, O/o G.M.T.D., Dhenkanal payable at Dhenkanal as awarded by the GMTD , Dhenkanal . The PSD is to be deposited within 10 (Ten) days from the date of receipt of letter of acceptance or letter of intent failing which their EMD or bid security may be forfeited and tender may be cancelled.

(e) **The Performance Security Deposit may be forfeited in part/ whole in case of:**

- i. The successful L-1 bidder do not execute agreement after deposit of Performance Security Deposit within 7 (Seven) days. Unsatisfactory service by the contractor.
- ii. Theft or misappropriation of articles of BSNL by the employees of contractor.
- iii. Damage caused to the BSNL's assets and damage / loss to store issued to any employee(s) of the contractor.

- iv. Withdrawal of the successful tenderer from the contract before its expiry without giving proper notice as specified in the tender terms and conditions of this tender document.

(f) In the event of Death of the Bidder to whom work is awarded or any other contingency that results in non performance of the contract by the bidder during the period of contract, GMTD Dhenkanal reserves the full rights to allot those work to any of the selected contractors of the SSA at approved rate and conditions of contract.

18. (I) SIGNING OF CONTRACT AGREEMENT:-

The successful tenderer shall be required to execute an agreement on a non-judicial stamp paper of Rs.100/- (Rupees One hundred only) at his own cost as per the enclosed proforma within 10 (Ten) days from the date of deposit of PSD in this office. In the event of failure of the tenderer to sign the agreement within 10(Ten) days of being called upon to do so after depositing required PSD, or in the event of his failure to start the work as stipulated in the work order, then the amount of PSD. (Performance Security Deposit) in the form of DD or Bank Guarantee as the case may be, shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

(II) SIGNING OF INTEGRITY PACT:-

The successful tenderer shall be required to produce an Integrity Pact on a non-judicial stamp paper of Rs.100/- (Rupees One hundred only) at his own cost.

19. PREPARATION & SUBMISSION OF BILL

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

- i. Copy of attendance sheet for the month for which the bill is claimed.
- ii. Copy of the muster roll indicating receipt of wages by each worker duly countersigned by the controlling officer of having disbursed the said amount in his presence for the month for which the bill is claimed.
- iii. E-payment receipt from bank/Certificate from Contractor that payment of wages was debited from his (contractor's) account **on or before 7th date of every month.**
- iv. A list of workers engaged against the work order each month.
- v. The copy of receipt towards payment of GST pertaining to the previous month/quarter.
- vi. The copy of receipt towards payment of EPF, ESI etc along with list of workers indicating the EPF/ ESI code, amount etc against each Unskilled labourer(beneficiary), for the previous month.
- vii. Copy of the Work Order issued by concerned DE/AGM.
- viii. The copy of ESI card issued by ESIC Branch office, Dhenkanal to each labourer should be produced along with the 1st bill submitted after finalization of the tender.

20. DISPUTES IN TENDER FINALIZATION:

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

21. DISQUALIFYING CLAUSE:

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

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

23. Termination of Contract by BSNL

- (a) The GMTD , Dhenkanal may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such items without any compensation whatsoever to the contractor.
- (b) BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts by giving 15 days notice in writing to the service provider if the contractor fails to provide Unskilled labourers within the period specified in the contract or any extension thereof granted by BSNL.
- (c) If the contractor fails to perform any other obligation (s) under the Conditions of the contract.
- (d) All instruction, notices & communication etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post ,these would have been delivered to the service provider.
- (e) Notwithstanding anything contained herein, BSNL reserves the right to terminate the contract at any stage or time during the period of contract, by giving two months notice in writing without assigning any reason and without incurring any financial liability whatsoever to the service provider.
- (f) The GMTD , Dhenkanal may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or while of material, machinery and other equipment for use in or in respect of the work.
- (g) In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work/operations concerned to the respective site-engineer or as directed by BSNL authority.
- (h) BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

24. OTHER CONDITIONS

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

- (c) All materials supplied to the tenderer will always be the sole property of the BSNL even when they are under the safe custody of the tenderer. Any damage or loss is to be made good by the Contractor on actual cost basis.
- (d) The BSNL for execution of contract works will supply no manpower. The tenderer should make his own arrangements for the workmen required upto maximum permitted limit against in number on any working day during each month as per actual requirement by concerned site engineer for execution of contracted work.
- (e) The successful tenderer should make his own arrangements to execute the work without interruption on any account.
- (f) The BSNL is not liable to pay for additional works carried out without prior sanction of GMTD , Dhenkanal . The BSNL will not be liable for any additional works, which have not been provided for in the work order or estimate but carried out by the contractor without prior written sanction of the GMTD , Dhenkanal .
- (g) The BSNL will pay no advance of any kind.
- (h) The GMTD , Dhenkanal reserves the right to impose any other conditions, if necessary, at any time during the validity period of the tender.
- (i) If the contractor fails to carry out work with the expected speed and standard the contract will be terminated & no work will be awarded.
- (j) While carrying out work for any existing exchanges, the contractor should ensure least interruption to the working equipment and GMTD , Dhenkanal is empowered to cancel the tender or impose any penalty including forfeiture of performance security deposit of the contractor for not following the tender's terms-conditions at any time.
- (k) All the amenities to the Unskilled labourers such as drinking water, washing facilities etc. should be provided by the contractor at his own cost at the work spot as required under Contract Labour (R&A) Act, 1970.
- (l) The contractor should take responsibility for safety of all his Unskilled workers and the BSNL will not be held responsible for anything during the execution of any kind of contract work.
- (m) The tenderer will claim charges only for the quantum of Unskilled labourers engaged as permitted through this tender and payment will be made to the contractor through A/C payee cheque only/ RTGS.
- (n) The person/persons deputed for the execution of job should have minimum working knowledge in the respective field and should have good conduct and behaviors. If any irregularity is noticed by supervisor or any representatives of BSNL (Site Engineer), the contractor is liable to withdraw such person(s).
- (o) **Time Limit for Unforeseen Claim:-** Under no circumstances whatsoever shall any claim for any compensation from the BSNL on any account be considered unless the contractor submit the claim in writing within one month from the date of the final payment of the bill for the works concerned.
- (p) **Compensation under the Workmen's Compensation Act:-** The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act, 1923 and 1992 for injuries caused to any workman. If such compensation is paid by the BSNL as employer under Section (I) of the Section 12 of the said Act, such compensation will be recovered from the security deposit or from any pending bill due from the BSNL of the contractor on any account or otherwise.
- (q) **Protection of life and property and existing facilities:-** The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect the life of all his Unskilled labourers and property of BSNL and of the public from damage or losses resulting from his construction/operations and shall minimize the disturbance and inconvenience to the public.
- (r) **Matters to be settled by Arbitration:-** Any question of difference or objections, whatsoever if arises in any way in connection with carrying the contract, the same shall be referred for arbitration to the CGMT,

Odisha Telecom Circle, Dhenkanal or his nominee for arbitration and the decision of the arbitrator will be final.

- (s) The tender with abnormal high/low rates are liable for rejection as per decision of BSNL authority. BSNL will not be responsible for any loss incurred by the contractor in carrying out the contract work.
- (t) Taxes will be recovered as per BSNL rules as applicable from time to time.
- (u) The Contractor will not claim any permanent absorption of workers to be engaged by him for executing the works for this telecom district.
- (v) The General Manager Telecom District BSNL, Dhenkanal reserve every right to cancel / reject the contract for any work / all works if found unsatisfactory at any time during the validity period of contract without assigning any reasons but giving at least 15 (Fifteen) day advance notices.
- (w) The EMD of the successful/unsuccessful tenderer shall be refunded without interest after finalization of the tender.
- (x) In case the L1 bidder fails to execute the work at any stage of the contract, the L2 bidder may be asked to complete the work as per the discretion and decision of GMTD, Dhenkanal. However, the Performance Security Deposit of the defaulted contractor will be forfeited and he may be black listed.
- (y) The successful bidder must follow all the labour laws including Minimum wages Act-1948, ESI Act-1948 and EPF & MISC provisions Act-1952.
- (z) The contractor has to show the details of credited EPF account to the workers engaged by him. The contractor has to produce the Photo copy of the challan in support of payments against EPF and ESI to the Employer. Further the contractor will take steps to submitting the Photo graphs of the contract workers along with their family workers to the nearest ESI Office where the contractor registers for ESI claim of his workers.

25. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION

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

ii. CONTRACTOR SHOULD FOLLOW THE LABOUR REGULATIONS: -

iii. WORKING HOURS: -

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

entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

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

26. DISPLAY OF NOTICE REGARDING WAGES ETC: -

i) PAYMENT OF WAGES: -

- a) The contractor shall fix wage periods in respect of which wages shall be payable.
- b) No wage period shall exceed one month. The wages of every person employed as contract labour by a contractor shall be paid before the expiry of seventh day after the last day of the wage period in respect of which the wages are payable even if the payment is not made by BSNL. The contractor will submit the bill only after payment of wages to all contract labourers.
- c) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- d) All payment of wages shall be made through E-payment to the bank account of individual Unskilled labourer by 7th day of subsequent month.
- e) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- f) The contractor shall obtain from the site Engineer or any other authorized representative of the Engineer-in-charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form :-

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

ii) 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) 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.
- b) 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.
- c) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.

- d) Any other deduction, which the Central Government may from time to time, allows.
- e) 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.
- f) 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.
- g) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

iii) LABOUR RECORDS: -

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

iv) 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.

v) 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.

vi) 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.

vii) PRESERVATION OF LABOUR RECORDS: -

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

viii) Penalty Clause

- a) In case of failure to provide the labor exceeding 3 days from the date of requisition, a penalty of 5% of the service charge per labor per week will be levied and deducted from the bill.
- b) The contractor should pay the wages to the laborers on or before 7th of the subsequent month whether the payment is made by BSNL or not. Failure to follow the same a penalty of 10% of the service charges per week or part thereof will be levied and deducted from the bill. If the same late payment of wages is repeated for consecutive 3 months in total during a year, action may be initiated to forfeit the security deposit and award of the tender may be cancelled.
- c) The total penalty during a month on the above accounts will not exceed 75% of the monthly service charges.
- d) However the GMTD , Dhenkanal reserves the right to grant any relief of the penalty considering the circumstances on the appeal made by the contractor.

ix) 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.

x) REPORT OF INVESTIGATING OFFICER AND ACTION THEREON: -

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

xi) 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.

xii) SUBMISSION OF RETURNS: -

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

xiii) AMENDMENTS: -

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

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

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

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

- i. Copy of attendance sheet for the month for which the bill is claimed.
- ii. Copy of the muster roll indicating receipt of wages by each worker duly countersigned by the controlling officer of having disbursed the said amount in his presence for the month for which the bill is claimed.
- iii. E-payment receipt from bank/Certificate from Contractor that payment of wages was debited from his (contractor's) account **on** or before 7th date of every month.
- iv. A list of workers engaged against the work order each month.
- v. The copy of receipt towards payment of GST pertaining to the previous month/ quarter.
- vi. The copy of receipt towards payment of EPF, ESI etc along with list of workers indicating the EPF/ ESI code, amount etc against each Unskilled labourer(beneficiary), for the previous month.
- vii. Copy of the Work Order issued by concerned DE/AGM.
- viii. List of labours along with bank A/c No., EPF A/c No. ESI A/c No.

xvii) 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.

xviii) The contractor will ensure compliance of Employees Provident Fund & Misc.provisions Act. 1952 & Employees Provident Fund Scheme 1952 in respect of labourers/ employees engaged by him for performing the works of BSNL, Dhenkanal .

xix) 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)
- xx) The contractor or employer must maintain the following registers and records without fail since these are required as per minimum wages Act 1948.
- a. The muster roll in form V must be kept and maintained properly at work spot as prescribed in rule 26(5) of minimum wages act, 1948.
 - b. The Register of wages in form X must be kept and maintained properly at work spot as prescribed in Rule- 26(1) of minimum wages act, 1948.
 - c. The register of overtime in form IV must be kept and maintained properly at work spot as prescribed in Rule 25(2) of minimum wages act 1948.
 - d. The Register of fines in form-I must be kept at work spot and maintained properly as prescribed Rule- 21(4) of minimum wages act, 1948.
 - e. The register of deductions for damage or loss in form -II must be kept at work spot and maintained properly as prescribed in Rule- 21(4) of minimum wages act, 1948.
 - f. The wage slips must be issued by the contractor or employer as per Rule 26(2) to all labourers or employees on the last day of each month without fail with contractor's signature and the signature of concerned employee should be taken on each wages slip as an acknowledgement of the concerned employee.
 - g. Acquaintance of employee's must be obtained on wage register and on wage slips as per Rule 26(3) of minimum wages act, 1948.
 - h. Entries in the wage register and wage slips must be authenticated as per Rule 26(4) of minimum wages act, 1948.
 - i. Annual return in form- III for the concerned year must be submitted by the contractor in time to the concerned office of the ministry of labour as required under minimum wages act, 1948.
- xxi) The contractor must obtain the required labour license from concerned office of the ministry of labour within 15 days from the date of receipt of form-V from DGM , O/o GMTD , Dhenkanal (Odisha) and submit the copy of the same to the DGM , O/o GMTD , Dhenkanal (Odisha) after next 5 days positively otherwise neither his first bill will be paid nor his approved tender will continue further. This means that the accepted or approved tender of the successful contractor will be cancelled if the contractor fails to submit valid labour license within 20 days to DGM , O/o GMTD , BSNL, Dhenkanal (Odisha) without giving any further notice to him.

27. RIGHT TO VARY QUANTITIES

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

28. ANNULMENT OF AWARDS

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

29. PERIOD OF VALIDITY OF BIDS

- a) Bid shall remain valid for 180 days from date of opening of the bid. A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY BSNL AS SUBSTANTIALLY NON-RESPONSIVE BID.
- b) A bidder accepting the request of tendering authority for an extension to the period of the bid validity in exceptional circumstances will not be permitted to modify the bid.

30. 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.

31. Force Majeure:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

32. Arbitration:

- a) In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of GMTD Dhenkanal or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the GMTD Dhenkanal or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the GMTD Dhenkanal of BSNL, Odisha shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Contractor will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment there of or any rules made thereof.
- b) The venue of Arbitration proceeding shall be Office of GMTD Dhenkanal , or such other place as the arbitrator may decide.
- c) The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

33. Set Off:

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

34. REJECTION OF BID

The bid will be rejected in case of:-

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

35. DEBARRING CONDITIONS

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

36. E-TENDERING INSTRUCTIONS TO BIDDERS

The instructions given below are ITI's e-tender portal centric and for e-tenders invited by the General Manager Telecom District, Dhenkanal of Odisha Circle only.

A. General:

- a. Submission of Bids only through online process is mandatory for this Tender for conducting electronic tendering, the Tendering Authority is using the e-Tender Portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI Limited, a Government of India Undertaking.
- b. For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the Electronic Tendering System (ETS.).
 - i. It is advised that all the documents to be submitted (As per Section-VII) are kept scanned or converted to PDF format in a separate folder on your computer before starting

online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

- ii. While uploading the documents, it should be ensured that the file name should be the name of the document itself for easy pairing and scrutiny.

B. Tender Bidding Methodology:

It is a Two Stage bidding system-

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

C. Broad outline of activities from Bidders perspective:

- a. Procure a Digital Signature Certificate (DSC)
- b. Register for Electronic Tendering System (ETS) in e-Tender Portal.
- c. Create Users and assign roles on ETS
- d. View Notice Inviting Tender (NIT) on ETS
- e. Download Official Copy of Tender Documents from ETS
- f. Clarification to Tender Documents on ETS - Query to BSNL (Optional)
- g. View response to queries posted by BSNL, through addenda.
- h. Bid-Submission on ETS
- i. Attend Public Online Tender Opening Event (TOE) on ETS - Opening of Technical-Part
- j. Post-TOE Clarification on ETS (Optional)
- k. Respond to BSNL's Post-TOE queries
- l. Attend Public Online Tender Opening Event (TOE) on ETS - Opening of Financial-Part
(Only for Technically Responsive Bidders)

D. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>]. Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

E. Registration

The Tender document can be downloaded from the e-Tender Portal and to be submitted in the e-format. Cost of Tender Document and Bid Security have to be submitted to A.O(Cash), BSNL, O/o GMTD , Dhenkanal -759001 , Odisha through NEFT/RTGS before the scheduled date and time of submission of the tender otherwise the Bid will not be considered.

Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified.

It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

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

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

37. INTIMATION OF CORRECTIONS/MODIFICATIONS TO TENDER DOCUMENT

The correction/modification, if any, in the tender document will be uploaded in the Website i.e. [www.Odisha .bsnl.co.in](http://www.Odisha.bsnl.co.in) and www.tenderwizard.com/BSNL up to 17:00 Hrs of dated which will be treated as final. The amendments if any will not be published in the Newspaper. It is the responsibility of the bidders to visit e-Tender Portal and keep themselves updated regarding amendments/ correction/modification etc.

SECTION-VIFINANCIAL BIDRATE SHEET

The bidder should quote his service charge in percentage of the amount shown under column No.-3 against Sl. No-1 of Section-III (Schedule of Rates) both in figures & words of per day wages of one Unskilled labourer effective from date **01.10.2019** onwards as decided by Dy. Chief Labour Commissioner (C), Bhubaneswar .

During validity period of the tender, the per day wages of one Unskilled labourer and Employer's (Contractor's) share of EPF contribution and Employer's (Contractor's) share to be paid to the contractor (Bidder) excluding GST is automatically allowed to be changed automatically strictly in accordance with per day wages to be revised by Dy. C.L.C. (Central), BBSR . The above revision in per day wages will be strictly as per decisions and circulars of Dy. C.L.C. (Central), BBSR from time to time.

Name of the Telecom District.	Service Charge rate in % of wage component as in SEC-III	
	In figure	In words

Place : _____

Signature of the Tenderer _____

Date: _____

Name of the Tenderer _____

SECTION-VIICHECK LIST/REQUIREMENTS

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

Sl No.	Description	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
		Y	N	NA
1	Scanned copies of all pages of Tender document signed with date by the tenderer or Authorised Person on all pages along with seal			
2	Self-Attested Photo copy of PAN Card & IT return for Financial Year 2017-18 / pertaining to assessment year 2018-19.			
3	Self-Attested Photo copy of Experience Certificate			
4	Self Attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of Tender Paper			
5	Self attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of EMD/Bid Security			
6	Self-Attested Photo Copy of EPF registration certificate.			
7	Self-Attested Photo copy of ESI Registration Certificate.			
8	Self-Attested Photo Copy of proof of payment of EPF and ESI for the year 2018-19, latest EPF, ESI deposit challans till up to date.			
9	Self-Attested Photo copy of valid Labour license issued by Central Labour Commissioner			
10	Self-Attested Photo copy of GST Registration Certificate and latest deposit challan			
11	No near relative certificate duly filled in and signed by all the partners or Directors (as the case may be)			
12	Scanned copy of Letter of Authorization to Tender Opening Event (TOE)			
13	Tenderer's profile duly filled in			
14	Self-Attested Photo copy of Original "Power of Attorney" in case person other than the tenderer has signed the tender documents (vide clause 14.3, page of procurement manual 2012).			
15	Self-Attested Photo copy of "Partnership Deed" duly registered if applicable/ article of association or memorandum of Association in case of co./proprietor ship deed (as the case may be)			
16	Self-Attested copy of Declaration of Non - tampering of tender document duly filled and signed.			
17	Self-Attested copy of Declaration for Downloading the tender Document vide Annexure-F.			
18	Self-Attested copy of Bid form duly filled and signed			
19	Self-Attested copy of Clause by clause compliance duly filled and signed.			
20	Self-Attested copy of the Check list duly filled in			
21	Self-Attested copy of the Integrity Pack duly filled and signed			
22	(Self-attested Copy of Bank Pass Book or a Cancelled cheque to be submitted)			
23	Undertaking regarding genuineness of the documents/information submitted			

B. Requirements:				
Sl No.	Description	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
		Y	N	NA
1	Whether all the <i>scanned documents</i> as required are uploaded in the E-Tender Portal?			
2	Whether Financial Bid for quoted in e-Tender Portal.			
3	Whether the corrections if any has been encircled and fresh entry mode and signed by the authorized signatory? (No over writing is permissible).			
4	Whether the offer is conditional ? (All conditional offers will be rejected.)			
5	Whether Check List/Requirements submitted?			

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

SECTION - VIIIFORMATS FOR
DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES

SL. No.	Format Name
1.	ANNEXURE-A: AGREEMENT (Sample Format)
2.	ANNEXURE-B: Declaration of Non tampering of tender document
3.	ANNEXURE-C: DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE
4.	ANNEXURE-D: NO NEAR RELATIVES CERTIFICATE IN BSNL
5.	ANNEXURE-E: Declaration for Downloading the tender Document.
6.	ANNEXURE-F: PERFORMANCE BANK GUARANTEE (BOND FORM)
7.	ANNEXURE-G: LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
8.	ANNEXURE-H: INTEGRITY PACT
9.	ANNEXURE-I: TENDERER'S PROFILE
10.	ANNEXURE-J: BID FORM
11.	ANNEXURE-K:UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED

ANNEXURE-A**AGREEMENT (Sample Format)**

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

Whereas the BSNL is desirous of getting executed certain work namely: Provision of Unskilled Manpower for carrying out different activities in Dhenkanal Telecom District related to External and Internal Plant maintenance works, to be engaged by the contractor on each working day as and when required on need basis during each calendar month in respective SSA under the jurisdiction of concerned site engineer of Dhenkanal Telecom District individually & separately. Details of Scope, Specification and Job Description is as per the details given in Section-IV in the original tender document.

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

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

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

1. The tender notice, Terms and conditions, Tender schedule etc as per tender document vide Tender No dated - (along with its enclosures) annexed hereto and such other additional particular instructions drawing as may be found requisite to be given during execution of the work shall be deemed and taken to be integral part of the contract and also be deemed to be included in the expression " Contractual or contract documents" wherever herein used.
2. In consideration of the payment to be made to the Contractor for the works to be executed by him, the contractor hereby conveys the BSNL that the contractor shall in accordance with the tender document do provide the required Unskilled labourers, execute and complete the said works and shall perform all other acts, deeds, comments and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms- conditions of the tender.
3. The party at second part called as " Contractor" also declares that none of his/her relatives i.e Wife, Husband, Parents, Grandparents, children and Grand Children, Brothers, Sisters, Uncles, Aunts and cousins and their corresponding in-laws is working as an officer or an official in BSNL in Odisha Telecom Circle.
4. In consideration of the due provisions, execution and completion of the said works, the BSNL hereby agrees with the Contractor that the BSNL will pay to the Contractor the respective amounts for the works done by the contractor such sum(s) as may become payable to the contractor under the provisions of the contract agreement.
5. The contract will be in force for one year with effect from to

- 6. That the contractor hereby undertakes to follow all necessary labour rules including minimum wages act, 1948 issued by the Govt. from time to time.
- 7. The contractor hereby under takes that the Unskilled labourer deployed by him will ensure to maintain Industrial, harmony and discipline in the area of operation and also should maintain strict attendance and carryout the allotted works sincerely.
- 8. The contractor hereby under takes that a formal deployment letter to the labourer will be issued by him stating the points which the labour has to follow during the period of deployment after the signing the agreement.
- 9. Performance Security Deposit of Rs.....is furnished below:-

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

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

Signature of the Contractor

Signed and delivered

Name/Address of the Contractor

for and on behalf of the
Bharat Sanchar Nigam Limited.

In the Presence of witness:

1. Signature:

1. Signature:

Name/Address:

Name/Address:

Designation:

Designation:

ANNEXURE-B**Declaration of Non tampering of tender document**

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

Place: _____

Date: _____

Signature of bidder/Authorized Signatory

Name of the _____

Seal of the bidder: _____

ANNEXURE-C

DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE

I _____(authorized signatory)

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

Place : _____

Signature of the Tenderer _____

Date: _____

Name of the Tenderer _____

ANNEXURE-DNO NEAR RELATIVES CERTIFICATE IN BSNL

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

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

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

Signature of the bidder _____

Name : _____

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

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

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

Signature of the bidder _____

Name : _____

(Capacity in which signing)

Place:

Date:

ANNEXURE-E**Declaration for Downloading the tender Document.**

I _____ (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website [www.Odisha .bsnl.co.in](http://www.Odisha.bsnl.co.in) or www.tenderwizard.com/BSNL and no addition/deletion/correction has been made in the proforma downloaded. I also declare that I have deposited the required amount towards the cost of tender document along with this bid. In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation.

Date: _____ Signature of Tenderer _____

Place: _____

Name of Tenderer _____

(Along with date & Seal)

ANNEXURE-FPERFORMANCE BANK GUARANTEE (BOND FORM)

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

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

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

4. We (name of the Bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till GMTD , BSNL, DHENKANAL 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 **TWO AND HALF 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 a the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL Against and said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Dated _____

Place _____

Signature: _____

For _____

(indicate the name of the Bank)

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

To

The DGM
O/o GMTD , Dhenkanal
Dhenkanal 759001.

Sub: Authorization for attending bid opening on _____ (date) in the Tender for provision of Unskilled manpower to Dhenkanal Telecom District, Dhenkanal .

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

Order of Preference	Name	Specimen Signature
I		
II		

Alternate Representative

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

Note:

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

ANNEXURE-H

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

Section 1- Commitments of the principal

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

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

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

personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

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

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

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

Section 4-Compensation for Damages

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

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

Section 5- Previous transgression

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

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

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

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

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

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

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

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

Section 8- External Independent Monitor/ Monitors

1. Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligation under this agreement.

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

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

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

Section 9- Pact Duration.

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

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

Section 10- Other Provisions

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

.....
For the Principal

.....
For the Bidder/Contractor

Place.....

Witness 1:

Date.....

Witness 2:

ANNEXURE-I**TENDERER'S PROFILE**

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

Sl#	Item	Details
1	Name of the individual tenderer	
2	Name of the person submitting the tender whose photograph is affixed (In case of proprietorship /Partnership firms, the tender has to be signed by proprietor/partner only holding the Power of Attorney to sign the bid, as the case may be)	
3	a. Permanent Address of the tenderer b. Local Address of the tenderer in Dhenkanal SSA	
4	a. Tel. Nos. with STD code b. email id	Office: Fax: Residence: Mobile No: _____
5	Registration & incorporation particulars of the tenderer (if other than individual): i) Proprietorship ii) Partnership iii) Private Limited iv) Public Limited (Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)	
6	Name(s) of the Individual/ Proprietor/ Partners / Directors *	
7	Tenderer's bank, its address and his current account number (Self attested Copy of Bank Pass Book or a Cancelled cheque to be submitted)	
8	PAN No. & Income Tax Circle	
9	Brief description of the work carried out in last three years - 2016-17, 2017-18 & 2018-19 *	
10	Is the firm registered with any Agency / Government? If so, furnish details of registration.	
11	Has the firm been blacklisted by any Organization? If so, attach details thereof. *	
12	Is the Bidder aware of all the Rules and Guidelines of Government on the subject of tender? (Write YES or NO)	
13	EPF Registration Number: ESI Registration Number: GST Registration Number: Labour Registration Number:	

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

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

Place:

Signature of tenderer /Authorized signatory

Date:

Name & Seal of the tenderer

ANNEXURE-J

BID FORM

(To be attached with Section-VII A)

To

The General Manager Telecom District, Dhenkanal ,
Dhenkanal -759001 .

Dear Sir,

- 1) Having the conditions of contract and services to be provided the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide the same in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2) We undertake, to enter into agreement within 10 days of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
- 3) If our Bid is accepted, we will obtain the guarantees of a Nationalised/ Scheduled Bank for a sum not exceeding 5% of the contract sum for the due performance of the Contract.
- 4) We agree to abide by this Bid for a period of **180** days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
- 5) Until an agreement is signed and executed, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.
- 6) Bid submitted by us is properly verified and prepared so as to prevent any subsequent replacement. We understand that you are not bound to accept the lowest or any bid, you may receive.
- 7) We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the BSNL website www.tenderwizard.com/BSNL. Any deviation will result in the rejection of the bid.

a. Dated thisDay of2019.

b. Signature of

c. In capacity of

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

e. Witness

f. Address

g. Signature

ANNEXURE-K

UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED

I, Shri/Smt Son/Daughter of Shri do hereby undertake that all the documents / certificates submitted by me with this tender (tender for providing Unskilled manpower for carrying out different activities in Dhenkanal Telecom District) are true and are exact copies of the original documents/certificates are available with me.

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

Place:

Signature of tenderer / Authorised signatory

Date:

Name & Seal of the tenderer

****** End of Bid document of Tender No. GC-432/2019-20/4******