BHARAT SANCHAR NIGAM LIMITED
GENERAL MANAGER TELECOM DISRTICT BASTAR

BID DOCUMENT

ZONE-05

E-Tender for "HOUSE KEEPING & ASSOCIATED WORKS'' in BASTAR SSA

No: W-19-506/GMTD/Bastar/Tender/Housekeeping_Zone-05/2019-20 Dated: 28/09/2019

Date & Time of Submission of Bid: **up to 11:30 hrs of 19/10/2019**

Date & Time of opening of Bid: **12:30 hrs of 19/10/2019**

Validity of Bid: **240 Days**

OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT BASTAR

Seal & signature of bidder

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprises)
OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT BASTAR

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Seal & signature of bidder

SECTION – I

BHARAT SANCHAR NIGAM LIMITED
OFFICE OF THE GENERAL MANAGER TELECOM DISRRICT BASTAR

NOTICE INVITING E-TENDER

Tender for "HOUSE KEEPING & ASSOCIATED WORKS in BASTAR SSA"

No: W-19-506/GMTD/Bastar/Tender/Housekeeping_Zone-05/2019-20/ Dated: 28/09/2019

E-tenders are invited for and on behalf of CMD BSNL, by the GMTD BASTAR from the enlisted eligible and experienced contractors for the following works:

Name of Work: Tender for "HOUSE KEEPING & ASSOCIATED WORKS in BASTAR SSA"
Brief Description of Work: Providing services of unskilled nature at designated service points at BSNL's various offices/ technical establishments/ other location in BASTAR SSA as and when required.

Area of contract:-

S.No.	Name of Work	Zone No	Appox. Estimate Cost (in Rs.)	EMD (in Rs.)
1	Tender for "House Keeping & Associated Works in Bastar SSA" (KOndagaon and Narayanpur Sub-division)	05	**3950490.00**	**98762.00**
Total Cost of the Tender (in Rs.)			**3950490.00**	**98762.00**

Eligibility of Contractors:

Firms having successfully completed similar works in BSNL during last Seven years ending March 2019 as follows:

i) Three similar successfully completed works costing not less than the amount equal to 40% of estimated cost put to tender.

OR

ii) Two similar successfully completed works costing not less than the amount equal to 60% of estimated cost put to tender.

OR

iii) One similar successfully completed works costing not less than the amount equal to 80% of estimated cost put to tender.

"Similar Works is defined as work involving Housekeeping or / caretaking work (including Exchange Maintenance or / up-keeping of BTS) in Central/ State Govt/ PSU"

Other Details are as follows:

1. Procurement of Tender Document: Tender document can be obtained by downloading it from the website www.chhattisgarh.bsnl.co.in Tender link. The official copy of tender document for participating in E-tender shall be available for downloading from https://www.tenderwizard.com/BSNL from 28/09/2019 **16:00 Hrs onward**.
2. The bidders downloading the tender document are required to submit the tender fee amount of Rs.590/- (Rupees Five Hundred Ninty Only) Through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of A.O. (cash), BSNL, O/o GMTD BASTAR Jagdalpur payable at Jagdalpur Chhattisgarh-494001.

Seal & signature of bidder

3. The tender documents shall be issued free of cost to eligible bidders on production of requisite proof in respect of valid certification from competent authority for the tendered item of exemption.

4. **Availability of Tender Document:** The tender document shall be available for downloading from 16:00 Hrs of 28/09/2019 onward up to 11:25 Hrs of 19/10/2019.

5. Tender document are available on the portal mentioned on DNIT only. Physical copy of the tender document would not be available for sale.

6. The Tender document shall not be available for download on its submission/ closing date.

7. BSNL BASTAR reserves the right to accept or reject any or all the tender bids without assigning any reason. He is not bound to accept the lowest tender. BSNL also reserves the right to pre-pone or postpones the tender without assigning any reason whatsoever and without any notice to anyone.

8. **Date & Time of Submission of Tender bids:**
   Duly filled Tender document along with all documents should be submitted on line on portal https://www.tenderwizard.com/BSNL or before 19/10/2019 **upto 11:25 hrs.**

   Note : In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

9. Online opening of Tender Bids: Tender will be opened on 19/10/2019 **at 12:30 Hours.**

10. Place of opening of Tender bids:
Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at the O/o Assistant General Manager (Planning), O/o GMTD BASTAR, Door Sanchar Bhavan, Vrindavan Colony, Jagdalpur Bastar CG.-494001 where BSNL's Tender Opening Officers would be conducting TOE through online e-Tender.

11. Tender bids received after due date and time will not be accepted.

12. The tender document & all other documents establishing bidder's eligibility & qualifications are to be submitted as per online submission details given in tender document

12. Incomplete, Ambiguous, conditional, unsealed tender bids are liable to be rejected.
13. The bidder shall furnish the bid EMD by Demand Draft/ Banker's cheque drawn in favour of "A.O. (Cash), BSNL, O/o GMTD BASTAR" and payable at BASTAR .
14. The NIT is the part of complete bid document for the evaluation purpose.

15. Time and last date of submission of Bid : **Up to 11.30 hrs. On** 19/10/2019

16. Time of Bid opening : **At 12.30 hrs on** 19/10/2019

17. Duration of contract: One year from the date of signing of the agreement. With an option of extension for tender period of one year in step of 6 months on same terms & condition.
18. The tender, which is not accompanied by the requisite Bid Security, shall be summarily rejected. Tender will not be accepted / received after expiry of date and time as mentioned above.
19. The GMTD BASTAR reserves the right to reject any or all tenders without assigning any reason what-so-ever.

Seal & signature of bidder

20. Payment to the contractor's workers is to be made on or before 12th of every month without fail, and these payments should not be linked with the payments made to the contractor by the department.

21. **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS**: The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility the original / attested copies of following documents (attested by Gazetted officer / Notary):

i) Original Bid Security in accordance to clause no.8.

ii) Tender document (s), in original, duly filled including BIDDERs profile & Bid form and signed by BIDDER or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the BIDDER or by his authorized representative.

iii) Experience certificate: As per eligibility of contractor in page no. 3

iv) The registration of the firm.: Attested copy of registration of the firm (Registration with Nagar Nigam/Gumasta/Department of Labour or competent office in case of Proprietary firm & in case of Pvt. Ltd. Company/Partnership firm registration with Registrar of firms is required, or any other competent office). Authenticated copy of the partnership deed in case of partnership firm or copy of Memorandum and articles of Association in case of companies. List of all Partner/Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence if applicable.

v) Attested copy of EPF registration No.

vi) Original "Power of Attorney'' in case person other than the BIDDER has signed the tender documents.

vii) Attested Copy of PAN No.

viii) GST certificate.

ix) Declaration regarding no near relative employed in BSNL in the given format available in tender document in Rs 10/-Non Judicial Stamp paper.

x) Declaration regarding not black listing of firm in the given format available in tender document in Rs 10/-Non Judicial Stamp paper.

Xi) Undertaking regarding payment insulation in the given format available in tender document in Rs 10/-Non Judicial Stamp paper.

xii) Attested copy of ESI Registration. If ESIC registration is not available at the time of bid submission, a declaration letter is to be enclosed that it will be submitted at the time of agreement failing which EMD can be forfeited and party can be black listed from any tender in BSNL.

xiii) Labour license registration (Central Government of India).Labour license registration (Central Government of India).If same is not available at the time of bid submission, a declaration letter is to be enclosed that it will be submitted at the time of commencement of work, failing which EMD can be forfeited and party can be black listed from any tender in BSNL.

Xiv) Income Tax return for Assessment year (AY 2018-19).

Xv) Attested copies of valid documents of annual financial turnover of last 5 financial years. Average annual financial turnover of the BIDDER during five years (2013-14,14-15,15-16,16-17&17-18) should be at least 35% of estimated cost put to tender.

XVI) The tender documents shall be issued **free of cost to MSE bidders** on production of requisite proof in respect of valid certification from MSME for the tendered item. In the case of MSE (Micro and small enterprises) units the bidder should declare UAM number (Udyog Aadhar Memorandum) on CPPP portal. The bidders who fail to submit UAM number shall not be able to avail the benefits (exemption from tender fee and EMD) available to MSEs as contained in Public procurement policy for MSEs order, 2012 issued by MSME. The undertaking regarding submission of UAM number on CPPP portal is to be uploaded online. The units registered under single point registration scheme of NSIC /MSE units for Housekeeping Works are exempted from depositing the price of tender document and from payment of earnest money deposit (EMD). Such bidder shall have to upload the document in proof of registration of valid NSIC/MSE for carrying out Housekeeping Works along with bid document.

Assistant General Manager (NWP)
O/o General Manage Telecom
BSNL, BASTAR (C.G.)

Copy to :
1-Notice Board
2-Also visit us at-"www.chhattisgarh.bsnl.co.in" and "https://eprocure.gov.in"

Seal & signature of bidder

Section – II

भारत संचार निगम लिमिटेड
(भारत सरकार का एक उपक्रम)
कार्यालय महाप्रबंधक दूरसंचार जिला – बस्तर

निविदा आमंत्रण सूचना

क्रंमाक : W-19-506/मप्रदूजि/बस्तर/टेन्डर/हाऊसकिपींग_जोन–05/19–20/ दिनाँक : 28/09/2019

बी.एस.एन.एल. की ओर से महाप्रबंधक दूरसंचार जिला दुर्ग द्वारा सक्षम ठेकेदारों से "बस्तर एस.एस.ए. में हाऊसकिपींग एवं संबंधित कार्य हेतु" इलेक्ट्रानिक–निविदाएं आमंत्रित की जाती है। निविदा की कुल अनुमानित लागत **39.50 लाख** रुपये है निविदा खोलने की तिथि **19/10/2019, 12.30 बजे** है।

विस्तृत जानकारी के लिए कृपया वेबसाईट – www.chhattisgarh.bsnl.co.in या https://www.tenderwizard.com/BSNL पर लॉग ऑन करें।

सहायक महाप्रबंधक (योजना)
कार्यालय महाप्रबंधक दूरसंचार जिला–बस्तर
जगदलपुर (छ0ग0)

नये कनेक्शन या ब्राडबैंड के लिए SMS करें LL या BB लिखकर BSNL उपभोक्ता 54141 पर एवं अन्य 9400054141 पर /

Seal & signature of bidder

SECTION - III
BID FORM

No: W-19-506/GMTD/Bastar/Tender/Housekeeping_Zone-05/2019-20 Dated: 28/09/2019

To,
The Assistant General Manager (Network Planning)
O/o GMTD BASTAR

Dear Sir,

Having examined the conditions of contract and specification including addenda the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the works in Tender for "**HOUSE KEEPING & ASSOCIATED WORKS in BASTAR SSA"**. **In conformity with said conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.**

We undertake, if our Bid is accepted, we will execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document.

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period of 240 days from the date fixed for Bid opening (Qualifying Bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a format Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

Dated this ……day of ……Year …….

Signature of Authorized Signatory……

In capacity of ……

Duly Authorized to sign the bid for and on behalf of …….

Witness……

Seal & signature of bidder

Address……

Signature……

Seal & signature of bidder

SECTION IV

BIDDER'S PROFILE

Passport size photograph of the BIDDER/ authorised signatory holding power

General:

1. Name of the **Bidder**/ firm_____
2. Name of the person submitting the tender whose Photograph is affixed Shri/Smt._____

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

3. Permanent Address of the firm:
_____
_____
4. E.P.F. No. _____
5. Correspondence Address _____
6. Email Id &Tel. No. (with STD code) (O)_____ (Fax)_____ [R]_____ Mobile_____, _____Email ID:_____
7. Registration & incorporation particulars of the firm:
   i) Proprietorship
   ii) Partnership
   iii) Private Limited
8. Name of Proprietor/Partners/Directors:_____
   _____
9. ESI Registration details:_____
10. **Bidder**'s bank account details(Bank Name, Branch Name, Address & Account No) :
    _____
11. a) Permanent Income Tax number(PAN), Income Tax circle: _____
    _____

    b) GST No. _____
    _____
12. Infrastructural capabilities:
    Capacity of engaging labors at given time _____
13. Details of Technical and supervisory Staff:.....
.....

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

Place:

Date:

Signature of **Bidder**/ Authorized signatory.....

Name of the BIDDER.....

Seal of the BIDDER

Seal & signature of bidder

Section V

V.I General Instructions to Bidders

A. INTRODUCTION:

1. DEFINITIONS

a. BSNL means Bharat Sanchar Nigam Limited and its successors.

b. CMD: The CMD means CHIEF MANAGING DIRECTOR of BSNL and his successors.

C Department: The Department means the Department of Telecommunications / Department of Telecom Services or any other Department under the Ministry of Communications, which invites the tender on behalf of the CMD BSNL. All references of:

- Chief General Manager
- General Manager
- Deputy General Manager / Area Manager
- Divisional Engineer
- Sub Divisional Engineer
- Junior Telecom Officer
- Chief Accounts Officer
- Accounts Officer
- Junior Accounts Officer

Including other officer in the Department, whatever designations assigned to them from time to time, who may be the in-charge of direction, supervision, testing, acceptance and CONSTRUCTION including their successor(s) in the office appearing in various clauses shall be taken to mean the Department of Telecommunications under the Ministry of communications, Government of India.

d. The SSA Head means the Head of SSA: GMTD BASTAR and his successors.

e. The jurisdiction of The SSA Head: the jurisdiction of GMTD BASTAR means BASTAR SSA which coincides geographically with Revenue Districts of BASTAR

f. Representative of GMTD BASTAR : Representative of GMTD BASTAR means officer and staff for the time being GMTD BASTAR deputed by the GMTD BASTAR for inspecting or supervising the work or testing etc.

g. Engineer - in - charge: the Engineer - in - charge means the Engineering Officer nominated by the BSNL to supervise the work, under the contract,(Minimum Divisional Engineer level officer).

h. Site Engineer: Site Engineer shall mean an SDE of the BSNL BASTAR who may be placed by the GMTD BASTAR (BASTAR SSA) as in-charge of the work at site at any particular period of time.

i. A/T Unit: A/T Unit shall be mean Acceptance and Testing unit of the BSNL.

k. Contract: The term contract means, the documents forming the tender and acceptance there of and the formal agreement executed between the competent authority on behalf of the BSNL and the contractor, together with the documents referred.

L. Contractor: The contractor shall mean the individual, firm or company, enlisted with BSNL in accordance with procedure for enlistment of contractor, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the Permitted assignees of such individual, firm or company.

m. Work: The expression "work" shall unless there be something either in the subject or context repugnant to such construction be construct and taken to mean the work by or by virtue of the contract

Seal & signature of bidder

contracted to be executed whether temporary or permanent and whether original altered, substituted or additional.

n. Schedule(s): Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the standard schedule of rates mentioned in the document.

o. Site:The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which, the work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

p. Normal time or stipulated time: Normal time or stipulated time means time specified in the work order to complete the work.

q. Extension of Time: Extension of Time means the time granted by the BSNL to complete the work beyond the normal time or stipulated time.

r. Date of Commencement of work: Date of commencement of work means the date of actual commencement of work or 7th day from the date of issue of work order, whichever is earlier.

s. Due date of completion: Due date of completion shall be the date by which the work shall be completed at site including clearance of site.

t. Duration of completion of work: The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.

u. Excepted risk: Excepted risk or risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of BSNL damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which the contractor has no control and the same having been accepted as such by the Accepting Authority or causes solely due to use or occupation by the BSNL of the part of the work, in respect of which a certificate of completion has been issued.

2. ELIGIBILITY OF BIDDERS:

The invitation of bids is open to all enlisted & experienced contractors as per their eligibility mentioned in NIT of this tender document.

B. THE BID DOCUMENTS

3. BID DOCUMENTS

3.1 The work to be carried out, goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

3.1.1 Qualifying Bid:

3.1.1.1	Notice Inviting Tender
3.1.1.2	Bid Form
3.1.1.3	Bidder's Profile
3.1.1.4	Instructions (General & E-tender instructions)to Bidders.
3.1.1.5	General (commercial) Conditions of the contract.
3.1.1.6	Special Conditions of Contract.
3.1.1.7	Scope of Work
3.1.1.8	Agreement format
3.1.1.9	Declaration formats
3.1.1.10	Format for Letter of Authorization for Attending Bid Opening.

Seal & signature of bidder

3.1.1.11 List of Documents to be uploaded during on line bid.

3.1.2 Financial Bid

3.1.2.1 Financial Bid

3.2 The Bidder is expected to examine all instructions, forms, terms and specification in the bid documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

4. QUERIES ON BID DOCUMENTS:

A prospective bidder, requiring any clarification of the Bid Document shall notify the GMTD BASTAR in writing or by fax at the BASTAR SSA's mailing address indicated in the invitation for Bids. The BASTAR SSA shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 7 days prior to the date for the opening of the bids. Copies of the query (without identifying the source) and the clarifications by the BASTAR SSA shall be sent to all the prospective bidders who have purchased the bid documents and all such clarifications issued by the BASTAR SSA will form part of the bid document. The oral query/telephonic queries will not be entertained.

5. AMENDMENT OF BID DOCUMENTS

5.1 At any time, prior to the date for submission of bids, the BASTAR SSA may, for reason whether suo motto or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

5.2 The amendments shall be notified in writing or by Post or FAX or email to all prospective bidders on the address intimated at the time of purchase of bid document from the BASTAR SSA and these amendments will be binding on them.

5.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the BASTAR SSA may, at its discretion, extend the deadline for the submission / opening of bids suitably.

C. PREPARATION OF BIDS

6. Cost of Bidding: The bidder shall bear all costs associated with the Preparation and submission of the bid. The BASTAR SSA, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7. Important Instructions Regarding Eligibility, Payment :

7.1 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility the original / attested copies of following documents (attested by Gazetted officer / Notary):

i) Original Bid Security in accordance to clause no.8.

ii) Tender document (s), in original, duly filled including BIDDERs profile & Bid form and signed by BIDDER or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the BIDDER or by his authorized representative.

Seal & signature of bidder

iii) Experience certificate: **As per eligibility of contractor in page n. 3**

iv) The registration of the firm.: Attested copy of r**egistration of the firm (Registration with Nagar Nigam/Gumasta/Department of Labour or competent office in case of Proprietary firm & in case of Pvt. Ltd. Company/Partnership firm registration with Registrar of firms is required, or any other competent office)**. Authenticated copy of the partnership deed in case of partnership firm or copy of Memorandum and articles of Association in case of companies. List of all Partner/Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence if applicable.

v) Attested copy of EPF registration No.

vi) Original "Power of Attorney'' in case person other than the BIDDER has signed the tender documents.

vii) Attested Copy of PAN No.

viii) GST certificate.

ix) Declaration regarding no near relative employed in BSNL in the given format available in tender document in Rs 10/-Non Judicial Stamp paper.

x) Declaration regarding not black listing of firm in the given format available in tender document in Rs 10/-Non Judicial Stamp paper.

Xi) Undertaking regarding payment insulation in the given format available in tender document in Rs 10/-Non Judicial Stamp paper.

xii) Attested copy of ESI Registration. If ESIC registration is not available at the time of bid submission , a declaration letter is to be enclosed that it will be submitted at the time of agreement failing which EMD can be forfeited and party can be black listed from any tender in BSNL.

xiii) Labour license registration (Central Government of India).Labour license registration (Central Government of India). If same is not available at the time of bid submission , a declaration letter is to be enclosed that it will be submitted at the time of commencement of work, failing which EMD can be forfeited and party can be black listed from any tender in BSNL

Xiv) Income Tax return for last Assessment year (AY 2018-19).

Xv) Attested copies of valid documents of annual financial turnover of last 5 financial years. Average annual financial turnover of the BIDDER during five years (2013-14, 14-15, 15-16, 16-17 & 17-18) should be at least 35% of estimated cost put to tender.

7.2 PAYMENT INSULATION UNDERTAKING:

The bidder is required to submit a payment insulation under taking that he has sufficient capital resources at his disposal so that he will make due payments to the labours / workers / working of this tender/ contract every month as per laws without linking it with payments from BSNL and carry out operations of tender without linking it with payments from BSNL. (It may be noted that BSNL makes payments twice a month based on status of submitted & passed invoices available with paying authority as per current policy).

7.3 If the work is not completed in the time on the part of the contractor, the GMTD BASTAR BSNL will have the authority to get the work done by other agency at the cost of BIDDER.

7.4. The GMTD BASTAR will also have the right to impose penalty and adjust the same either through security deposit or preferably by deducting it from the any bills payable to the contractor.

7.5 WORKMANSHIP

In case of poor workmanship or if the work/supply is not done in time and in view of exigency of the work/supply, if it is considered necessary to carry out the work/supply by some other means or to assign the work/supply to some other parties due to the failure on the part of the contractor,

Seal & signature of bidder

15 days time will be given to the contractor to correct or complete the work/ supply failing which the work/supply can be got done by other means at the risk and cost of the contractor.

7.6 DEBARRING FROM PARTICIPATION

7.6.A The contractor may be debarred from participating in all the future tenders of BSNL CG District in the event of (i) failure of successful BIDDER to pay the security deposit or enter in to the prescribed agreement (ii) in the event of any breach of any terms and conditions of the contract.

7.6.B Near relatives of the officials working in BSNL are debarred from participating in the tender. The contractor in this regard must sign a declaration, in absence of which the tender will be rejected.

7.6.C Such contractors who have the defaulted on earlier occasions in completion of contract due to reasons not attributed to BSNL , are liable to be debarred for participation or are liable to be evaluated as ineligible .

7.7 COUNTER OFFER

The GMTD BASTAR **reserves** the right to counter offer prices, ask for re-offer against prices quoted by any BIDDER after the Tender Evaluation Committee Recommendations.

8. BID SECURITY: EARNEST MONEY DEPOSIT (EMD)

8.1 EARNEST MONEY :-

8.1.1 An Earnest Money as per N.I.T. shall be paid in the form of D.D. in the office of GMTD BASTAR **should** be enclosed in the techno commercial bid envelop. Any tender received without E.M.D. will be rejected.

8.1.2 Earnest Money will be refunded without interest after final acceptance of the tender and execution of the agreement with the successful BIDDER or converted as part of S.D. The earnest money shall be forfeited by the BSNL, if the BIDDER withdraws their tender before it's final acceptance (ii) if the successful BIDDER fails to pay the security deposit or enter into the prescribed agreement **with General Manager Telecom District BASTAR (CG).**

8.2 SECURITY DEPOSIT :-

8.2.1 The successful BIDDER shall submit within 7 days of receipt of intimation of acceptance of his tender, 10% of the total cost of work as security deposit. The earnest money of the successful BIDDER may be converted as part of security deposit. In case BIDDER submits full amount of SD, EMD may be returned after execution of agreement. The SD is to be deposited in the form of DD,Cash or Bank Guarantee in favour of Account's Officer (Cash) ,BSNL , O/o GMTD BASTAR Jagdalpur

8.2.2 The security deposit of the successful BIDDER will be returned without interest after three month of the successful completion of the contract and after deducting the dues if any, payable to the BSNL. In

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the event of any breach of any terms and conditions or delay or default the contractor will be terminated and security deposit forfeited to the Government by the Telecom District Manager BASTAR (CG).

9. BID PRICES:

9.1 The bidder shall give the total a composite price inclusive of all taxes and levies (excluding GST) in case of works to be executed. The contractor shall be responsible for transporting the materials (excluding GST), to be supplied by the BASTAR SSA Telecom Store or otherwise to execute the work under the contract, to site at his/their own cost. And therefore no separate charges are payable on this account. The offer shall be firm in Indian Rupees.

9.2 Prices shall be quoted by the bidder for all works.

9.3 L 1 will be decided from party stands lowest all in works and taking other factors in to accounts.

9.4 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9.5 Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the schedule of rates (financial Bid). Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.

10. PERIOD OF VALIDITY OF BIDS :

10.1 Bid shall remain valid for 240 days from date of opening of the bid (Qualifying Bid). A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE BSNL AS NON – RESPONSIVE.

10.2 The BSNL reserves the right to request the lowest 3 bidders as per read out list on the opening day to extend the bid validity for a period of further 120 days and the bidder has to necessarily extend the bid validity. Refusal to extend the bid validity will result in forfeiture of the bid security. A bidder accepting the request and extending the bid validity will not be permitted to modify his bid.

11. SIGNING OF BID :

11.1 The bidder shall submit his bid, online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

11.2. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

12. SEALING AND MARKING OF BIDS

The bid should be submitted as per Clause of tender information**.**

Seal & signature of bidder

12.1 **T**he bids

Single Stage Bidding & Two Envelope System

The details of sealing & marking of bids in each case is given below:

12.2 In Single stage bidding & two envelopes system, the bidder shall submit his bid in two envelopes:

The First envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility / technical & commercial conditions as per clause 7 with Bid Security as per Clause 8. Second envelope will be named as Financial bid containing Price scheduled as per section -XIII.

The cover of first envelope shall contain the 'Original Copy' of the Techno commercial bid, subject to clause duly marked ' TECHNOCOMMERCIAL BID '. The cover of second envelope shall contain the 'Original Copy' of the financial bid, subject to clause duly marked ' FINANCIAL BID '.

Both the envelopes should be sealed separately and further kept in a single main envelope under the personal seal of the bidder.

a) The envelopes shall be addressed to the AGM(NWP), 1st Floor, Door Sanchar Bhawan , Patel chowk O/o GMTD BASTAR 494001 (Chhattisgarh).

b) The envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (Dated 19/10/2019 at 12:30 Hrs).

c) The inner and outer envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.

d) Tender should be deposited in the tender box provided by tendering authority or delivered in person on above mentioned address (address is given in Clause above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.

e) Bids delivered in person on the day of tender opening shall be delivered upto dated 19/10/2019 at 11:30 Hrs.

f) Venue of Tender Opening:

(i) Assistant General Manager (Planning), O/o GMTD BASTAR, Door Sanchar Bhavan, Vrindavan Colony, Jagdalpur Bastar CG.-494001

(ii) If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently on Assistant General Manager (Planning), O/o GMTD BASTAR, Door Sanchar Bhavan, Vrindavan Colony, Jagdalpur Bastar CG.-494001

12.3) If both the envelopes are not sealed and marked as required at para 12.1 and 12.2, the bid shall be rejected.

13. 0 SUBMISSION OF BIDS

13.1. Bids must be submitted by the bidders on or before the specified date & time indicated in NIT.

13.2 The BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid

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Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

13.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all or some of the systems/ equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

14.0 LATE BIDS

14.1 No bid shall be accepted either online by E-Tender Portal or physically in case of manual bidding process, after the specified deadline for submission of bids prescribed by the purchaser.

15. **MODIFICATIONS AND WITHDRAWL OF BIDS :**

15.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.

15.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per clause

15.3 Subject to clause no bid shall be modified subsequent to the deadline for submission of bids**.**

E. BID OPENING AND EVALUATION:

16. OPENING OF BIDS BY THE BSNL :

16.1 The BSNL shall open bids online in the presence of the authorized representatives of bidders online who chose to attend, at time & date specified in NIT on due date.
The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section- XII).

16.2 ***M***aximum one representative of any bidder shall be authorized and permitted to attend the bid opening.

16.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee
(i) The bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to Assistant General Manager (Planning), O/o GMTD BASTAR, Door Sanchar Bhavan, Vrindavan Colony, Jagdalpur Bastar CG.-494001.Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/ authorized representatives by sending them a suitable notice.

(ii) The following information should be read out at the time of Techno-commercial bid opening:-

a) Name of the Bidder
b) **DD for Tender fees**
c) EMD amount & validity and acceptability

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d) Information in respect of eligibility of the bidder.
e) Details of bid modification/ withdrawal, if applicable.

(iii) The following information should be read out at the time of Financial bid opening:-
a) Name of the Bidder
b) Prices quoted in the bid

16.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

17. **CLARIFICATION OF BIDS BY THE BSNL :** To assist in examination, evaluation and comparison of bids, the BSNL may, at its discretion ask the bidder for clarification of its bid. The request for its clarification and its response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

18. **General guidelines to TOC & TEC for opening of Bids & Evaluation thereof** :-

(a) On the specified date and time, the nominated TOC (Tender Opening committee) will open technical bid of the bidders as per the guidelines on the matter and prepare the TOC report duly signed by the all the members.

(b) After approval of TOC report by competent authority TEC will evaluate the bids technically/commercially.

(c) After approval of TEC report by competent authority TOC will open the financial bid on the specified date and time.

(d) TEC will evaluate the financial bid and submit the report to competent authority for approval.

19. **PRELIMINARY EVALUATION** :

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

b) If there is discrepancy between words and figures, the amount in words shall prevail. If the Contractor does not accept the correction of the errors, his bid shall be rejected.

c) Prior to the detailed evaluation, pursuant to clause 20, the BSNL will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without deviations. The BSNL's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence except clarification sought by TEC.

d) A bid, determined as substantially non responsive will be rejected by the BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

e) The BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.

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

I. The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 18 and 19 through TEC.

II. The evaluation and comparison of responsive bids shall be on the percentage deviation (above/below/at par) offered and indicated in schedule of rates of the bid documents.

21. CONTACTING THE DEPARTMENT :

I. Subject to clause 17 no bidder shall try to influence the BSNL on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.

II. Any effort by the bidder to modify his bid or influence the BSNL in the BSNL's bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid.

22 AWARD OF CONTRACT: Please refer general policy of distribution, Page No.19.

23 BSNL'S RIGHT TO VARY QUANTUM OF WORK: BSNL at the time of award of work under the contract, reserves the right to vary the estimated cost of work and quantity both to the extent of ± 25% of specified quantity and estimated cost at the time of award of work of the contract or during the agreement period at the same rates, terms and conditions. The GMTD BASTAR, at the time of award of work under the contract, reserves the right to decrease or increase the work by up to ±25 % of the total quantum of work and tender cost specified in the schedule of requirements without any change in the rates or other terms and conditions. The period of tender also increase for another one year on mutual consent & subject to satisfactory performance during the previous period by the contractor. This is subject to extension of the Performance Bank Guarantee of same amount or enhanced amount as per the discretion of BSNL, one month prior to the end of the agreement.

24 BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: The BSNL 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 what-so-sever and without thereby incurring any Liability to the affected bidder or bidders on the grounds for the BSNL's action.

25. ISSUE OF LETTER OF INTENT :

I. The issue of letter of intent shall constitute the intention of the BSNL to enter in to the contract with the bidder. Letter of intent will be the issued as offer to the successful bidder.

II. The bidder shall within 15 days of issue of letter of intent, give his acceptance along with Security Deposit in conformity with clause 5. Section – V.

26. SIGNING OF AGREEMENT:

a) The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the BSNL within a week of submission of Security Deposit as per clause 25.2 above.

b) As soon as the tender is approved by the competent authority, the Bid Security deposited by the successful bidder shall be converted into security deposit, which will be held by the BSNL till the completion of warranty period. None of the deposits will bear any interest.

27. ANNULMENT OF AWARD: Failure of the successful bidder to comply with the requirement of clause 26 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event; the BSNL may make the award to any other bidder at the discretion of the BSNL or call

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for new bids.

28. The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder. As per requirement of the tender's condition, if any document/paper/certificate submitted by the participant bidder is found to be false/fabricated/tempered/manipulated at any stage during bid evaluation or award of contract , then the bid security of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealings with the bidder. In case contract has already been awarded to the bidder , then PBS/SD would be forfeited and the contract would be rescind/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 the business dealing with defaulting bidder.

29. SPECIAL RIGHTS OF GMTD BASTAR

1. In case of any dispute between the two contracting parties, the decision of the GMTD BASTAR will be final.
2. The GMTD BASTAR is not bound to accept the lowest tender, and also reserves the right to reject any or all the tenders so received without assigning any reason.
3. The GMTD BASTAR reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered with the **B.S.N.L.**
4. The GMTD BASTAR reserves the right to increase or decrease the duration and validity of the contract from normal one year duration and also reserves in the interest of the **B.S.N.L.**
5. The GMTD BASTAR reserves the right to award the works to more than one bidder, if required in the interest of the **B.S.N.L.**
6. BSNL reserves right to counter offer price against price quoted by the bidder.
7 Tenders with any condition including that of conditional / unconditional rebates shall be rejected forthwith.
8 All provisions of statutory acts enacted by the Govt. or other codal formalities issued by other statutory bodies and local authorities from time to time shall be fulfilled/complied at the cost of bidder/BIDDER.
9 If necessary the GMTD BASTAR would have full right to reject the order on the same rate, terms and conditions.
10. The BIDDER must sign on all the pages of tender documents.

11. DISTRIBUTION OF WORK

i) The GMTD BASTAR shall have the sole discretion in determining the number of Contractors on whom the work orders shall finally be placed. If multiple bids are accepted, the terms and conditions offered to the lowest shall also apply to the higher bids.

ii) General policy of distribution = Number of Bidders on whom proposed quantity of Distribution the order is proposed to be placed is 1 (One) but work can be divided amongst two bidders in **60:40** ratio at L1 approved rate.

iii) Also the GMTD BASTAR reserves the right for the placement of order of the balance quantity or part of L1 quantity , to L2 bidder at L1 rate in case of degraded performance of L1 bidder during any stage of contract.

iv) BSNL reserves the right to depart from the above guidelines for distribution of order quantities amongst successful bidders depending upon the urgency and other factors prevailing at the time of evaluating the bids.

V.II E-tendering Instructions to Bidders

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Note :-The instructions given below are ITI Limited e-tender portal. E Portal address and the according references/clauses may be suitably modified in this section as applicable from time to time.

General :

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders'. Submission of Bids only through online process is mandatory for this Tender. For conducting electronic tendering; GMTD BSNL BASTAR is using the portal https://. www.tenderwizard.com/BSNL through ITI Limited, a Government of India Undertaking.

1. Tender Bidding Methodology:

E-tender Bid System – '**Two** Stage –

1. Techno-commercial bids
2. Financial bids(cost bid)

Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

Please keep in note that after verification of uploaded documents to its ORIGINAL DOCUMENTS financial bid would be open.

1.1 Downloaded Tender documents should be uploaded online through E-tender portal: https://www.tenderwizard.com/BSNL without any corrections and overwriting in original, duly digitally signed by bidder.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC) from CCA
2. Register on ITI Limited Portal
3. Create Users and assign roles on ITI Limited
4. View Notice Inviting Tender (NIT) on ITI Limited
5. Download Official Copy of Tender Documents from ITI Limited
6. Bid-Submission on ITI Limited: Prepare & arrange all document/paper for submission of bid online and offline.
7. Submission of offline documents in sealed envelope at AGM(NWP), O/o GMTD BSNL BASTAR-494001 (Chhattisgarh).size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

8 Utmost care may be taken to name the files/documents to be uploaded on ITI Limited.

9 It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ Part A (Excel Format) may be downloaded and rates may be filled appropriately.

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 ITI Limited

3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 3, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

4. Method for submission of bid documents

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In this tender the bidder has to participate in ITI Limited e-tender portal online. Some documents are to be submitted physically offline. For details please see below.

4.1. Offline submission:

The bidder shall submit the following documents offline to AGM (NWP), O/o GMTD BSNL BASTAR-494001 (Chhattisgarh). on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. DD for Tender Fee as per NIT (Original copy).
2. DD for EMD-Bid Security (Original copy).
3. Original Affidavit.
4. Original Power of Attorney (If applicable)

NOTE: DD - drawn in favour of AO (Cash), O/o GMTD, BSNL BASTAR Chhattisgarh; PIN - 494001, payable at BASTAR, against payment of tender fee.

4.2 Online submission is in two stage

(A) Contents of 1st stage (Techno-Commercial Bid)

i) Original Bid Security in accordance to clause no.8.
ii) Tender document (s), in original, duly filled including BIDDERs profile & Bid form and signed by BIDDER or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the BIDDER or by his authorized representative.
iii) Experience certificate: As per eligibility of contractor in page n. 3
iv) The registration of the firm.: Attested copy of registration of the firm (Registration with Nagar Nigam/Gumasta/Department of Labour or competent office in case of Proprietary firm & in case of Pvt. Ltd. Company/Partnership firm registration with Registrar of firms is required, or any other competent office). Authenticated copy of the partnership deed in case of partnership firm or copy of Memorandum and articles of Association in case of companies. List of all Partner/Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence if applicable.
v) Attested copy of EPF registration No.
vi) Original "Power of Attorney'' in case person other than the BIDDER has signed the tender documents.
vii) Attested Copy of PAN No.
viii) GST certificate.
ix) Declaration regarding no near relative employed in BSNL in the given format available in tender document.
x) Declaration regarding not black listing of firm in the given format available in tender document
Xi) Undertaking regarding payment insulation in the given format available in tender document
xii) Attested copy of ESI Registration. If ESIC registration is not available at the time of bid submission, a declaration letter is to be enclosed that it will be submitted at the time of agreement failing which EMD can be forfeited and party can be black listed from any tender in BSNL.
xiii) Labour license registration (Central Government of India).Labour license registration (Central Government of India).If same is not available at the time of bid submission , a declaration letter is to be enclosed that it will be submitted at the time of commencement of work, failing which EMD can be forfeited and party can be black listed from any tender in BSNL.
Xiv) Income Tax return for Assessment year (AY 2018-19).
Xv) Attested copies of valid documents of annual financial turnover of last 5 financial years. Average annual financial turnover of the BIDDER during five years (2013-14, 14-15, 15-16, 16-17 & 17-18) should be at least 35% of estimated cost put to tender.

XVI) The tender documents shall be issued **free of cost to MSE bidders** on production of requisite proof in respect of valid certification from MSME for the tendered item. In the case of MSE (Micro and small enterprises) units the bidder should declare UAM number (Udyog Aadhar Memorandum) on CPPP portal. The bidders who fail to submit UAM number shall not be able to avail the benefits (exemption from tender fee and EMD) available to MSEs as contained in Public procurement policy for MSEs order, 2012 issued by MSME. The undertaking regarding submission of UAM number on CPPP portal is to be uploaded online. The units registered under single point registration scheme of NSIC /MSE units for Housekeeping Works are exempted from depositing the price of tender document and from payment of earnest money deposit (EMD). Such bidder shall have to upload the

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document in proof of registration of valid NSIC/MSE for carrying out Housekeeping Works along with bid document.

NOTE;-1.The Bidder has to upload the Scanned documents in sequence manner as above.

2. ALL UPLOADED DOCUMENTS MUST BE ORIGINAL SCANNED OR SELF ATTESTED AND NOTARISED. OTHER WISE BID WILL BE REJECTED. (DIGITAL SIGNATURE IN CASE OF UPLOADED BID DOCUMENTS IS SUFFICIENT)

(B)Contents of 2nd stage cost (Financial Bid/ BOQ)

1 Original Price Schedule (BOQ) as per Section-XIII.

2 Price/financial bid shall be uploaded separately in respective link only and bidder shall be required to upload required information in electronic form only. No hard copy of price bid shall be uploaded in mandatory/general document. No hard copy of price bid is required to be submitted to BSNL office.

3 Submit your bids well in advance of tender submission deadline on ETS as there could be last minute problems due to internet timeout, breakdown, etc.

Note:

(i) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning 'The document <name> called vide clause _____ is not applicable on us.

(ii) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

5. Registration

To use the Central Public Procurement Portal (https://www.tenderwizard.com), Vendor need to register on the portal. The vendor should visit the home-page of the portal https://www.tenderwizard.com) and Select BSNL .

Note: Please contact ITI Limited Helpdesk (as given below), to get your registration accepted/activated.

.ITI Limited Helpdesk	
Telephone	(011) 49424365 / 49424302 [between 9:30 hrs to 18:00 hrs on working days]
Mobile Nos.	9926170388,8305920951 (Shri Mohan Soni)
E-mail ID	twhelpdesk680@gmail.comor twhelpdesk466@gmail.com
BSNL Contact-1	SDE (CM-PLG) O/o GMTD BASTAR
Telephone/ Mobile	07782-237666, [between 11:00 hrs to 17:30 hrs on working days]
E-mail ID	sdeplgbst@gmail.com
BSNL Contact-2	AGM(Planning) O/o GMTD BASTAR
Telephone/ Mobile	07782-227099 [between 11:00 hrs to 17:30 hrs on working days]
E-mail ID	sdeofcbst@gmail.com

Note : Any support related mail problem should be sent to twhelpdesk680@gmail.com or twhelpdesk466@gmail.com.

6. Price schedule / BOQ

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Utmost care may kindly be taken to upload price schedule / BOQ. Any change in the format of price schedule / BOQ file shall render it unfit for bidding. Following steps may be followed:

1. Down load price schedule / BOQ in XLS format.
2. Fill rates in down loaded price schedule / BOQ as specified in XLS format
3. Price has to be filled in the same file and the same has to be uploaded.
4. Save filled copy of downloaded price schedule / BOQ file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

7. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (https://www.tenderwizard.com/BSNL and go to the registered me link. A vender registration page will be opened and their all required information regarding bidder online registration process mentioned read carefully and registered himself

7.1. The bidders intending to participate in e-bidding process shall have to register with BSNL authorized e-Tendering agency namely M/s ITI Limited through their website www.tenderwizard.com and selecting BSNL from their home page.

7.2. Bidder shall have to pay Rs 3500 plus GST through electronic transfer as one time annual registration fee for participating any e-bid published by BSNL through ITI.

7.3. On registration with ITI bidder shall be provided access to ITI e-Tender web portal for accessing and down loading and uploading bid document. It may please be noted that bidder can access and down load bid document but cannot participate in tendering process without registering themselves with ITI e-tender portal.

7.4. For participating in e-Tendering process bidder shall access e-tender document uploaded on the portal and pay requisite tender processing fee as defined for each tender as designated window in the portal. Normally e-tender processing fee is 0.05% of estimated cost of each block in tender subject to minimum Rs 500 and maximum Rs 5000 plus GST (as applicable).

8. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows7)
- 2 Mbps Broadband connectivity with UPS.
- Microsoft Internet Explorer 9.0 or above
- Digital Certificate(s) for users.

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Seal & signature of bidder

SECTION – VI

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1. APPLICATION:

The General conditions shall apply in contracts made by the BASTAR SSA for the execution HOUSE KEEPING & ASSOCIATED WORKSs.

2. STANDARDS:

The works to be executed under the contract shall conform to the standards prescribed in the HOUSE KEEPING & ASSOCIATED WORKSs.

3. PRICES:

3.1 Prices charged by the Contractor for the works performed under the Contract shall not be higher from the prices quoted by the Contractor in his Bid.

3.2 Price once fixed will remain valid for the period of contract. Increase of taxes/duties will not affect the price during this period. However for decrease of taxes duties, the benefit will go to BSNL.

4. SUBCONTRACTS:

The contractor shall not assign, sub contract or subject the whole or any part of the works covered by the contract, under any circumstances.

5. ISSUE OF WORK ORDERS AND TIME UNIT:

5.1 The work order shall be issued so as to include of HOUSE KEEPING & ASSOCIATED WORKS for entire exchange area in case of small and medium exchanges and GSM Sites. The contractor shall organize the work in such a way so as to deliver meaningful output of requisite quality within shortest possible time.

5.2 The work orders shall be issued by the A.G.M. (Planning) after examining the technical and planning details of the works to be executed. Necessary detail should be checked before issuance of work order.

5.3 If due to any reason partial work order is to be issued then the same shall be issued with the approval of an officer not below the rank of SSA Head.

5.4 The Divisional Engineer shall mention the time limit to execute the work order after seeing the quantum of work and store availability position.

5.5 The BASTAR SSA reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or the head of SSA, the contractor is not executing the work at the required rate.

6. EXTENSION OF THE TIME:

6.1 General

6.1.1 In work order, the work order issuing authority shall specify the time allowed for completion of work consistent with the magnitude and urgency of work. The time allowed for carrying out the work is to be strictly observed by the contractor and shall be reckoned from seventh day from the date of issue of work order.

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6.1.2 In as much as "the time being deemed to be the essence of contract", throughout the stipulated period of contract, the work is to be proceeded with all due diligence on the part of the contractor.

6.2 Application for Extension-of the Time and Sanction of Extension of Time (EOT):

6.2.1 Extension of agreement period:- there are at times practical difficulties ,reason of which are ascribable to department, when agreement period extended as per the limit mentioned in tender document. The department will not be liable to the contractor for any loss or damages ,cost, charge or expenses that the contractor may in any way sustain/suffer .

7. PAYMENT :-

7.1 Payment will be made after submission of claim by contractor in triplicate ,duly verified by concerned field officer and routed though planning section claim must be supported with copies of labour licesnce ,EPF deposit detail employee wise, ESI deposit ,Wage register duly signed by field officer and contractor, register of workman employed by contractor, other document deposits required as per welfare act/rules of contract labour act. etc.

7.2 Bills/claims for the service rendered by the contractor to whom the work is awarded will be preferred on monthly basis and as for as settled promptly. BSNL shall not however be liable to pay any penal charges or interest on the bills/claims delayed by any reason.

7.3 The Contractor will responsible to pay minimum wages as per wage rates finalized by Assistant Labour Commissioner (Central) of the area, Government of India, Ministry of Labour & Employment, New Delhi to labourers. The wages will be based on basic rates and variable dearness allowance from Time to Time

7.4 The bidder is required to submit a payment insulation under taking that he has sufficient capital resources at his disposal so that he will make due payments to the labours / workers / working of this tender/ contract every month as per laws without linking it with payments from BSNL and carry out operations of tender without linking it with payments from BSNL. (It may be noted that BSNL makes payments twice a month based on status of submitted &passed invoices available with paying authority as per current policy).

7.5 It is mandatory that the payment to the contract workers shall be made through account payee cheque or on line and record made available to BSNL.

8 PENALTY:-

In case contracts fail to perform work as per instruction & clauses of agreement data operator remains absent and adequate substitute not provided, than contractor liable for penalty @1% per day of default subject to maximum 10% of approved cast. The day penalty reaches 10% contract is liable to terminated without any further notice and contract can continue after written approval of GMTD. The Penalty so imposed can be recovered from any SD, EMD/Payment/Contract with BSNL due to contractor.

9. Rescission/Termination of contract

9.1 Circumstances for rescission of contract:

Under the following conditions the competent authority may rescind the contract:

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(a) If the contractor commits breach of any item of terms and conditions of the contract.

(b) If the contractor suspends or abandons the execution of work and the engineer in-charge of the work comes to conclusion that work could not be completed by due date for completion or the contractor had already failed to complete the work by that date.

c) If the contractor:- had been given by the officer-in-charge of work a notice in writing to rectify/replace any defective work and he/she fails to comply with the requirement within the specified period.

d) Firm should not be in black listed from any where of India by BSNL or other PSU//Organization if said condition came to notice at any time of contract period , then entire amount of EMD , PERFORMANCE SECURITY DEPOSIT & Bank Guarantee shall be forfeited & running contract shall be terminated

9.2 Upon rescission of the contract, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL as under:

9.2.1 Measurement of Works executed since the date of last measurement and up to the date of rescission of contract shall be taken in the presence of the contractor or his authorized representative .who shall sign the same in the MB. If the contractor or his authorized representative do not turn up for joint measurement. The measurement shall be taken by the officer authorized for this purpose after expiry of due date given for joint measurement. The measurement taken by the officer so authorized shall be final and no further request for joint measurement shall be entertained. '

9.2.2 The unused material (Supplied by the BSNL BASTAR) available at site shall be transported back by the BSNL BASTAR to the Telecom Store at the risk and cost of the contractor. If any such material is found damaged/lost then the penalty shall also be recovered from the contractor as per conditions in tender documents, ibid

9.2.3 The un-executed work shall be got executed through the qualified bidder from amongst the bidders, who participated in the bidding process, by giving them offers in their order of ranking (L2, L3---) at their quoted rates. If the work was awarded on single' tender basis then the BSNL BASTAR shall get' the unexecuted work completed through any other contractor approved in (the SSA) at the approved rates of that particular section or to execute the work BSNL BASTAR ally, as is convenient or expedient to the BSNL BASTAR at the risk and cost of the contractor. In such a event no compensation shall be payable by the BSNL to the contractor toward any inconvenience/loss that he may be subjected to as a result or' such an action by the BSNL. In this regard the decision of (the SSA' Head) shall be final and binding. In all these cases, expenses whim may be incurred in excess of the sum whim would have been paid to the original contractor if the whole work had been executed by him shall be borne, and paid by the original contractor and shall be deducted from any money due to him by: the BSNL under the contract or any other account whatsoever any where in the BSNL BASTAR or from a security deposit.

9.2.4 The certificate of the Divisional Engineer in-charge of work as to the value of work done shall be final and conclusive against the contractor, provided always that action shall only be taken after giving notice in Writing to the contractor.

9.3 Termination for Insolvency:

9.3.1 The BSNL BASTAR may at any time terminate the Contract by giving written notice to the Contractor, without compensation to Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the BSNL BASTAR.

9.4 Optional Termination by BSNL (Other than due default of the Contractor):

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9.4.1 The BSNL 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 whole of material, machinery and other equipment for use In or in respect of the work.

9.4.2 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 BSNL or as the BSNL may direct.

9.4.3 The BSNL 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.

9.5 Issuance of Notice:

9.5.1 The Divisional Engineer in-charge of work shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Divisional Engineer in-charge shall submit a draft of final notice along with a detailed report to the competent authority who had accepted the contract.

9.5.2 The final notice for rescission of contract to the contractor shall expressly state the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing the final notice:

a) During the period of service of notice and its effectiveness, the contractor should not be allowed to remove from the site any material/equipment belonging to the BSNL BASTAR.

b) The contractor shall give in writing the tools and plants he would like to take away/remove from the site. Such of the materials as belong to him and which may not be required for future execution of balance work may be allowed by the Divisional Engineer in-charge of work to be removed with proper records.

c) No new construction beneficial to the contractor shall be allowed.

d) Adequate BSNL BASTAR security arrangement in replacement of the contractor watch and ward shall be made forthwith. Expenses on this account are recoverable from the security deposit or any amount due to the contractor.

10 <u>INDEMNITIES:</u>

10.1 The contractor shall at all times hold the BSNL harmless and indemnify from against all action, suits, proceedings, works , cost, damages, charges claims and demands of every nature and descriptions, brought or procured against the BSNL , Its officers and employees and forthwith upon demand and without protect or demur to pay to the BSNL any and all losses and damages and cost (Inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.

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10.2 The contractor shall at his own cost at the BSNL's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.

11. FORCE MAJEURE:

11.1 If any time, during the continuance of this contract, the performance In whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, evil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after 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 event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the BSNL BASTAR as to whether the work 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.

11.2 Provided also that if the contract is terminated under this clause, the BSNL BASTAR shall be at liberty to take over from the contractor at a price to be fixed by the BSNL BASTAR, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as the BSNL BASTAR may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the BSNL BASTAR elect to retain.

12. ARBITRATION:

12.1 In the event of any question, dispute or difference arising under this agreement or In connection there-with except as to matter the decision of whim is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, C.G.Circle RAIPUR C.G. or 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 functions of the Chief General Manager C.G. Circle RAIPUR C.G. or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, C.G. Circle RAIPUR C.G. or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Chief General Manager, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

There will be no objection to any such appointment that the arbitrator is BSNL Servant or that he has to deal with the matter to whim the agreement relates or that in the course of' his duties as BSNL Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his officer or being unable toad for any reasons whatsoever such Chief General Manager or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at whim it was left out by his predecessors.

12.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, Subject to aforesaid Indian 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.

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12.3 The venue of the arbitration proceeding shall be the Office of the Chief General Manager, Chhattisgarh Circle or such other Places as the arbitrator may decide. The Following procedure shall be followed:

12.3.1 In case parties are unable to _.a settlement by themselves, the dispute should be submitted or arbitration, In accordance with contract agreement

12.3.2 There should not be a joint submission with the contractor to the sole Arbitrator.

12.3.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.

12.3.4 The onus of establishing his claims will be left to the contractor.

12.3.5 Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.

12.3.6 The "points of defence" will be based on actual conditions of the contract.

12.3.7 Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual.

12.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defence".

12.3.9 If, the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator. The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

13 SET OFF: Any sum of money due and payable to the contractor (Including security deposit refundable to him) under this contract may be appropriated by the BSNL BASTAR or any other person or persons contracting through the BSNL BASTAR and set off the same against any claim of the BSNL BASTAR or such other person or persons for payment of a sum of money arising out of this contract made by the Contractor with BSNL BASTAR or such other person or persons contracting through BSNL BASTAR.

14. Near Relative Clause

14.1 The near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of work in different units of BSNL. The detail is as under.

The near relatives for this purpose are defined as under.

(a) Member of Hindu Undivided Family

(b) They are husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s) & son(s) wife (Daughter in law), Daughter & daughter's husband (son in law), brother(s) & brother's wife, sister(s) & sister's husband(brother in law).

The company or firm or any other person is not permitted to tender for work in BSNL unit in which his near relatives are posted the unit is defined as SSA/ Circle/Chief engineer /chief archt/ corporate office Binders should have to furnish the declaration as per section XI along with affidavit in agreement for the NIT on Rs.10/- non judicial Stamp Paper.

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SECTION VII

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL:

1.1 The work shall be accepted only after Acceptance Testing carried out by BSNL team, designated by the BSNL, as per prescribed schedule and work/material passing the test successfully.

1.2 The BSNL BASTAR reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL BASTAR.

1.3 The BSNL BASTAR reserves the right to black list a bidder for a suitable period In case he falls to honour his bid without sufficient grounds.

1.4 The BSNL BASTAR reserves the right to counter offer price(s) against price(s) quoted by any bidder.

1.5 Any clarification issued by BSNL BASTAR, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents. .

1.6 Tender will be evaluated as a single package of all the items given in the price schedule.

1.7 All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of by the Divisional Engineer or Site Engineer In-charge of work site who shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.

1.8 The work may be split up between two or more contractors or accept any tender in part and not entirely if considered expedient by the GMTD BASTAR.

1.9 If the contractor shall desire an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or on any other ground he shall apply in writing to the Divisional Engineer within 3 days of the date of hindrance on account of which he desires such extension as aforesaid. In this regard the decision of (the SSA Head) shall be final.

1.10 If at any time after the commencement of the work, the BSNL BASTAR may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then the BSNL BASTAR shall give notice in writing of the fact to the contractor who shall have no claim. to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall instructions any curtailment of the work as originally contemplated.

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1.11 Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, the BSNL BASTAR shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any BSNL promissory notes etc, forming the whole or part of such security or running I Anal bill pending against any contract with the BSNL BASTAR In the event of the security being insufficient or if no security has been taken from the contractor , then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time there after may become due to the contractor under this or any other contract with BSNL. Should this sum be not sufficient to rover the full amount recoverable the contract or shall pay to BSNL BASTAR on demand the balance remaining due.

1.12 No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering BSNL BASTAR or any other BSNL BASTAR of the BSNL of India is allowed to work as a contractor for a period of two years after his retirement from BSNL service without the previous permission of BSNL of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who hadn't obtained the permission of BSNL of India as aforesaid before submission of the engagement In the contractor's service as the case may be.

1.13 In the event of the contractor being, adjusted insolvent or going voluntarily into liquidation of having received order or other order under insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified. The GMTD BASTAR shall have the power to terminate the contract without any notice.

1.14 Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the (the GMTD BASTAR) on behalf of the BSNL can terminate the contract without compensation to the contractor. However (GMTD BASTAR) at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of (GMTD BASTAR) shall be the final.

1.15 In the event of the contractor, winding up his Company on account of transfer or merger of his company with any other, the contractor shall make it one of the terms and Stipulations of the contract for the transfer of his properties and business, that such other person. or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under.

1.16 Interpretation of the contract document:

1.16.1 The representative of (the GMTD BASTAR) and the contractor shall in so far as possible by mutual consultation, by to decide upon the meaning and intent of the contract document. In-case of disagreement the matter shall be referred to GMTD BASTAR whose decision shall be final. Any change in the contract: documents shall be set forth in writing by the representative of the parties hereto. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.

1.17 Notification:

1.17.1 The contractor shall give in writing to the proper person or authority with a copy to the Divisional Engineer such notification as may be mandatory or necessary In connection with the commencement, suspension, resumption, performance and I or completion of the contracted work . All notice shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the contractor shall keep all proper persons or authorities involved and advised of the progress of

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operations through out the performance of the work and/or with such 'other Information and or supporting figure and data as may from time to time as directed or required.

1.18 Shut down on account of weather conditions:

1.18.1 The contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by the BSNL or deemed advisable on account of bad weather conditions or other force majeure conditions.

1.19 The Contractor shall bound to pay workers payment made through account payee cheque or online in And record / document made available to BSNL GMTD BASTAR.

2. EASEMENTS. PERMITS. LICENCES AND OTHER FACILITIES:

2.1 The contractor shall obtain/provide at his own cost all easements, permits and license necessary to do its work. However charge claimed demanded by State / Central / Local Bodies for required permission will be paid by BSNL. The work of applying for permission follow up and getting required demand note and permission will be done by contractor.

2.2 The contractor shall be fully responsible for angling and obtaining all necessary easements, permits and licenses, for moving all construction equipment, tools, supplied materials and men across Railways and Highways, across public or private road as well as premises of any public utility within the right of user and for bearing all costs that may be incurred in respect of the same.

2.3 The contractor is to confine his operation to the provided construction "Right of User" unless it has made other arrangement with the particular property owners and or tenants such other arrangements shall be entirely at the responsibility of the contractor as to cost and arrangement as also bream and claim and shall be entitled with a copy to the Divisional Engineer.

3. Delay on part of contractor for obtaining, permission / follow up so will be dealt as per penalty clause vide 13 section no. V.

4. QUALITY OF WORK:

4.1 The BSNL BASTAR shall be the final judge of the quality of the work and the satisfaction of the BSNL BASTAR in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the BSNL BASTAR and 1 or its representative shall not manifest a change or intent of waiver, the Intention being that, not withstanding the same, the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification there in. The representative of GMTD BASTAR has the right to prohibit the use of men and any tools, materials and equipment which in his opinion do not produce work or performance meet the requirement of the contract documents.

5. TAXES AND DUTIES:

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

6. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:

6.1 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 all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.

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6.2 If the excavation of trench alters the contours of the ground around road and highway crossing in such locations dangerous to traffic, the contractor shall at his own cost, take all necessary precautions to protect public and shall comply with all the BSNL BASTAR regulations as to placing of warning boards (Minimum size 3' x 2'), traffic signals, barricades, flags etc., at such location. If the contractor does not put the warning signal as per above directions, then a penalty of ` 500/- per day shall be levied on the contractor, till the directions are complied by the contractor. The contractor shall take due precautions to avoid damages to other pipe lines, water mains, sewers, telephones, telegraphs and power conduits, laid wires poles and guy wires, railways, highways, bridges or other underground or above ground structure and/or property crossing or adjacent to the cable trench being excavated.

6.3 Attention of the contractor is drawn to the rules regarding Construction of cables at road crossing, along Railways Bridges, Highways safety precautions while working In Public Street. The contractor in writing shall obtain the detailed engineering instructions from the Divisional Engineer of the area.

6.4 The contractor shall be solely responsible for location through approved non-destructive means and ensuring the safety of all existing underground pipeline, electrical cables, and or other structures.

6.5 The contractor shall be solely liable for all expense for and in respect of repairs and / or damage occasioned by injury of or damage to such underground and above structures or other properties and under take to indemnify the BSNL BASTAR from and against all actions, cause of actions, damages, claims and demands what-so-ever, either In law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and / or incidental thereto. The contractor shall take all responsibilities and risk in crossing other pipelines and cables and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers, cables or other facilities from damage by the contractor's operation in connection with the work. The contractor without cost of the BSNL BASTAR shall promptly repair any damage incurred.

6.6 The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.

7. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

7.1 Obtaining License at the time of commencement of work:

The contractor shall obtain a valid labour licence under the Contract labour (R&A) Act 1970 and the Contract: Labour (Regulation and Abolition) Central Rules 1971, at the time of 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 contact arising out of the resultant non-execution of work. .

7.2 Contractors Labour Regulations:

7.2.1 Working Hours

7.2.1.1 Normally working hours of an employee should not exceed 8 hours a day. The working day shall be so arranged that Inclusive of Interval for rest, if an')(, it shall not spread over more than 12 hours on any day.

7.2.1.2 When a worker is made to work for more than 8 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him. .

7.2.1.3 Every worker shall be 'given a weekly holiday normally on a Sunday, in accordance with the previsions of Minimum Wages (Central) Rules 1960, as amended from time to time, Irrespective of whether such worker Is governed by the Minimum Wages Act or not. .

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7.2.1.4 Where the minimum wages prescribed by the BSNL, under the Minimum wages Act,. .are not Inclusive of the wages for the weekly day of rest, the 'worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

7.2.1.5 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.

7.2.2 Display of Notice Regarding Wages Etc.

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

7.2.3 Payment of Wages.

7.2.3.1 The contractor shall fix wage periods in respect of which wages shall be payable.

7.2.3.2 No wage period shall exceed one month.

7.2.3.3 The wages of every person employed by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

7.2.3.4 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.

7.2.4 Fines and deductions which may be made from wages

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

(a) Fines

(b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

(c) Deductions for damage to or loss of goods expressly entrusted to the employed person for Custody or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.

(d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.

(e) Any other deduction, which the BSNL may from time to time, allow.

7.2.4.2 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 Labor Commissioner.

7.2.4.3 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.

7.2.4.4 Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

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7.2.5 Labour Records

7.2.5.1 The contractor shall maintain Register of Persons employed on work on contract in From XIII of the contract Labour (R&A) Central Rules 1971.

7.2.5.2 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 a. (R&A) Rules 1971.

7.2.5.3 The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in From XVII of the CL (R&A) Rules 1971.

7.2.5.4 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:

a) Full Particulars of the labourers who met with accident.
b) Rate of wages
c) Sex
d) Age
e) Nature of accident and cause of accident
f) Time and date of accident
g) Date and time when admitted in hospital
h) Date of discharge from the hospital
I) period of treatment and result of treatment
j) Percentage of loss of earning capacity and disability as assessed by Medical officer.
k) Claim required to be paid under Workmen's Compensation Act.
l) Date of payment of compensation.
m) Amount paid with details of the person to whom the same was paid
n) Authority by whom the compensation was assessed
o) Remarks

7.2.5.5 The contractor shall maintain a Register of Fines in the Form XII of the a. (R&A) Rules 1971 the contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and emission for which fines can be imposed.

7.2.5.6 The contractor shall maintain a Register of deductions for damage or loss in Form XX of the a. (R&A) Rules 1971.

7.2.5.7 The contractor shall maintain a Register of Advances in Form XXIII of the a. (R&A) Rules 1971.

7.2.5.8 The contractor shall maintain a Register of Overtime in Form XXIII of the a. (R&A) Rules 1971.

7.2.6 Attendance card-cum wage slip

7.2.6.1 The contractor shall issue an Attendance card cum wage slip to each workman employed by him.

7.2.6.2 The card shall be valid for each wage period,

7.2.6.3 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.

7.2.6.4 The card shall remain in possession of the Worker during the wage period under referel1le.

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7.2.6.5 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.

7.2.6.6 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.

7.2.7 Employment card

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

7.2.8 Service certificate

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

7.2.9 Preservation of labour records

The Labour records and records of Fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Large or Labour Officer or any other officers authorised by the Ministry of Communication in this behalf.

7.3 Power of labour officer to make investigations or enquiry

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

7.4 Report of Investigating officer and action thereon

The Labour Officer or other persons authorised 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.

7.5 Inspection' of Books And 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 BSNL on his behalf.

7.6 Submission of Returns

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

7.7 Amendments

The Central BSNL 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.

8. <u>INSURANCE:</u>

8.1 Without limiting any of his other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials

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etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensations insurance as required by law and under take to indemnify and keep indemnified the BSNL from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the BSNL may suffer or incur with respect to end / or incidental to the same. The contractor shall have to furnish originals and / or attested copies as required by the BSNL BASTAR of the polices of insurance taken within 15. (Fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the department may require.

9. COMPLAINCE WITH LAWS AND REGULATION:

9.1 During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the BSNL, BSNL agency or BSNL BASTAR, municipal board, BSNL of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By-laws, Rules, Regulations, orders and / or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or sub-contractor to sham any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the BSNL harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly , by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws , Rules, Regulations, Laws and Order and provisions as aforesaid.

10. TOOLS AND PLANTS:

The contractor shall provide at his own cost all tools, plants appliances, implements etc. required for proper execution of works. The contractor shall also supply without charge the requisite number of persons with the means and materials. Necessary for the purpose of setting out works, counting, weighing and assisting the measurements for examination at any time and from time to time. The contractor shall be responsible to make all arrangements, at his own cost for de-watering of trenches/ducts and de-gasification of the ducts before carrying out the work. The contractor shall also be responsible to make arrangements, at his own cost, for water required for carrying of works at sites including curing of CC/RCC works. Failing his so doing the same may be provided by the Engineer-in-d1arge at the expense of the contractor and the expenses shall be deducted from any money due to the contractor under this contract or otherwise.

10.1 Compliance of EPF Act - 1952

The contractor will have to ful fill / compliance of provision of EPF & misc. provisions Act - 1952 & employees provident fund scheme 1952 by the contractor in respect of Labours / Employees engaged by them. For performing the work in BSNL while submitting the claim of bills to wards works executed by him, he must accompany the

(i) List showing the details of Labours / employees engaged along with EPF account no.

(ii) Duration of their engagement

(iii) The amount of wages paid to such Labours / employees for the duration in question.

(iv) Amount of EPF contribution (both employees & employers) for the duration in question

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(v) Copies of authenticated of payment of such contribution to EPF authority and a declaration from the contractor regarding compliance of EPF Act – 1952

10.2 If contractor fails to compliance the EPF Act 1952, BSNL Shall deduct the EPF (Both Employees & Employers) and deposited to EPF authority under BSNL EPF accounts.

10.3 The contractor has to observe all provision of ESI and submit proof of deposits of necessary amount as per ESI act/rules at the time of claim of work duty acknowledge by ESI authority. Copy of register/ deposit maintain for ESI must be got checked by the A.G.M. (Planning)and certificate given with claim.

11. Employees State Insurance Corporation

E.S.I. Scheme being contributory in nature, all the employees in the factories or establishments to which the Act applies shall be insured in a manner provided by the Act. The contribution payable to the Corporation in respect of an employee shall comprise of employer's contribution and employee's contribution at a specified rate. The rates are revised from time to time. Currently, the employee's contribution rate is 1.75% of the wages and that of employer's is 4.75% of the wages paid/payable in respect of the employees in every wage period. Employees in receipt of a daily average wage up to Rs.70/- are exempted from payment of contribution. Employers will however contribute their own share in respect of these employees.

Collection of Contribution
An employer is liable to pay his contribution in respect of every employee and deduct employees contribution from wages bill and shall pay these contributions at the above specified rates to the Corporation within 21 days of the last day of the Calendar month in which the contributions fall due. The Corporation has authorized designated branches of the State Bank of India and some other banks to receive the payments on its behalf.

Contribution Period and Benefit Period: As per ESIC rules & regulations.

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SECTION VIII

SCOPE OF WORK

SPECIFICATION & SCOPE OF WORK

1. SCOPE

1. The contractor shall seek instruction from the GMTD BASTAR, or any other officer authorized for the purpose, here after referred to Telecom District Manager BASTAR, BASTAR.

2. The contractor shall be fully responsible for providing required services (unskilled nature) in BSNL 's Excahnge/BTS/Office/Other compounds, which includes :-

- HOUSE KEEPING & ASSOCIATED WORKS of compound /premises
- Watch & ward work as and when required
- Assisting BSNL employees in their work of exchange maintenance, BTS maintenance, fault removal etc. work.
- Switching ON/OFF of ACs /DGs /Power supply Switches
- Opening & Closing of gates as and when required
- Informing BSNL officials about power failure or other abnormal/special conditions
- Maintenance of gardens and plants etc.
- Any other suitable work that may be required in accordance with tender clause.

3. Contractor should ensure that services are provided at all service units without fail during designated period, as mentioned in work-orders. Failure of service availability will be liable for penal action as per tender clause.

4. Contractor shall submit list of work personnel to be deployed at various service units, in advance to site engineer. Contractor shall not replace work personnel except with prior permission of GMTD BASTAR or his authorized representative.

5. Contractor shall maintain attendance of work personnel deployed at all service units.

6. The contractor is also fully responsible for any loss of materials and property of GMTD BASTAR attributable to be negligence or failure of the HOUSE KEEPING & ASSOCIATED WORKS personnel

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in complying with the prescribed procedure. All losses suffered by GMTD BASTAR on this account shall be compensated in fully by the contractor. The decision of GMTD BASTAR in this regard shall be final & binding on the contractor.

7. In addition to this if performance of any of work personnel deployed is found to be unsatisfactory, he shall have to be withdrawn within 24 hours from the campus.

8. (a) The number of the service units required to cater can vary subject to the requirement. The complete list with bio-data and photographs of the work personnel engaged by the contractor for deployment shall be furnished by the contractor along with complete address and other antecedents. The contractor shall deploy only those whose antecedents have been verified by the Police authorities, verification is the responsibilities of contractor

(b) Before claiming of next month's bill payment, the contractor must be submitted the proof/receipt of EPF along with name wise details of each person and GST payment as per revised rules , advance payment challan & the same claim with the bill.

(c) The bills along with attendance should be submitted through concerned officers for work certification. Without certification the bills will not be entertained by GMTD BASTAR.

9. The Contractor shall submit monthly/weekly duty chart of work personnel to the GMTD BASTAR authority prior to commencements of the month/week.

10. Telecom District Manager authority shall be authorized to fix timings of services to be provided at various service units. One service unit will have a normal duration of 8 hours. In case of any compelling reasons, if service duration is to be extended, the same shall not be restored to be the contractor without the prior consent of the GMTD BASTAR authority.

11. Work personnel deployed for providing services shall be bound to observe all instructions issued by GMTD BASTAR authority concerning general discipline and behavior.

12. (i) The contractor shall employ with all the statutory provisions as regards work personnel to be deployed by them in respect of minimum wages, Employees provident fund, ESI and deduction under the labour laws. The contractor shall produce the same on demand to GMTD BASTAR authority.

(ii) The Contractor will responsible to pay the GST to Central Excise Department on due date and copy of payment receipts should be submitted to GMTD BASTAR time to time.

(iii) The Contractor will responsible to maintain attendance register, EPF & ESI deposit register and Acquttance /payment register of employees in prescribed formats.

13. GMTD BASTAR authority shall not be responsible financially otherwise for any injury to on duty work personnel for housekeeping & associated work.

14. The contractor shall not be permitted to transfer their rights and obligations under the contract to any other organization/otherwise.

15. The contractor is bound by the details and documents as furnished by him to GMTD BASTAR while filling up the tender on any other time. In case any of the details or documents furnished by him, are found to be false at any stage Telecom District Manager BASTAR shall have the right to proceed against him under the process of law. The contractor shall not impose any other conditions during the period of the contract.

16. In case of breach of any of the terms and conditions of tender and agreement, the security deposit of the contractor is liable to be forfeited by the GMTD BASTAR. Any sum of money due or payable to the contractor including the security deposit refundable to him under the contract can be appropriated by GMTD BASTAR against any amount which contractor may owe Bharat Sanchar Nigam Ltd.

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17. Any other provisions as advised by the GMTD BASTAR, BSNL, shall be incorporated in the agreement. The same shall also be binding on the contractor.

18. All terms and conditions mentioned here in the Tender notice and in the schedule issued with tender notice are binding on the BIDDER.

19. The GMTD BASTAR, reserves the right to accept or reject any or all the Tenders in part or wholly without assigning any reasons. He also reserves the right to award the work to one or more contractors, or to terminate the same at any time giving one month's notice in writing without assigning any reason.

20. The contract is valid for one year from the date of signing of agreement and the rates quoted shall be valid during the currency of the contract. However, the contract can be extended further up to a period of one year in step of 6 months as per performance and on mutually agreeable terms and conditions.

21. In case of delay of work, the GMTD BASTAR will have the right to cancel the contract and forfeit the Security Deposits.

25. In the event of breach of any terms and conditions or delay or default the contract will be terminated and security money deposit will be forfeited.

22. The contractor will be fully responsible for any damages caused while doing the work or any other incident. In case of theft of the BSNL property has been handed-over the BIDDER, the Department will charge the cost of the material from the bills and money deposit of the BIDDER. The BIDDER will be responsible to follow the Labour Act/Laws for the related formalities. The BIDDER will also be responsible for the accident caused to the work personnel while executing the work. The responsibility for payment of compensation to labour will rest with contractor. The contractor will be responsible for insurance of men working under him.

23. In case of any dispute between the contractor and the GMTD BASTAR office, the decision of the arbitrator appointed by CGM Telecom. Chhattisgarh Telecom Circle shall be binding & conclusive. However, the decision of the Arbitrator shall be binding on the contractor in Matters.

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SECTION – IX

F O R M A T OF A G R E E M E N T

This agreement made on this _____day of (month)_____(year)_____between M/s _____, herein after called 'The Contractor" (Which expression shall unless excluded by or repugnant to the context , include its successors , heir, executors, administrative representative and assignee) of the one part & the CMD BSNL here in after referred to as the BSNL, of other part.

Where as the contractor has offered to enter into contract: with the said BSNL for execution of **HOUSE KEEPING & ASSOCIATED WORKS in BASTAR SSA** (the BSNL BASTAR) on the terms and conditions herein contained and the rates approved by the BSNL (copy of Rates annexed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the tender document and where as no interest will be claimed on the security deposits.

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

1) The contractor shall, during the period of this contact: that is to say from _____ to _____ or completion of work for ` _____ (In words) _____ whichever is earlier or until this contact: shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labourers employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all associated works as described in documents (annexed to the agreement), when the BSNL or GMTD BASTAR or any other persons authorised by GMTD BASTAR in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
2) The NIT (notice Inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, Instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.
3) The contractor shall also provide services at the requisite number of service units with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.
4) The contractor hereby declares that nobody connected with or in the employment of the BSNL Department of Telecommunications/DTS is not/shall not ever be admitted as partner in the contract:
5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.
6) Copies of authenticated documents of payments of EPF/ESI contribution paid for the last month should be attached along with the current month bill.

In witness whereof the parties present have here into set their respective hands and seals the clay and year in _____.

Above written :

Signed sealed & Delivered by
the above named Contractor in
the presence of.

Witness :

1.

2.

Signed & Delivered on behalf
of the BSNL of India by the

Witness :

1.

2.

Seal & signature of
bidder

SECTION - X

D E C L A R A T I O N -I
(No Near Relative Declaration)

No: W-19-506/GMTD/Bastar/Tender/Housekeeping_Zone-05/2019-20 Dated: 28/09/2019

I ..... S/o..... R/o ....., hereby certify that none of my relative(s) as defined below is/are employed in BSNL/DOT unit. 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.

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

1. Members of a Hindu Undivided family,
2. They are husband and wife,
3. The one is related to the other in the manner as father, mother, son(s) & son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).

Station:

Name of the contractor
(Capacity in which signing)

Date:

Note-:

- This Declaration is required to be submitted as affidavit in original for this tender in 10/- non Judicial stamp paper.
- The above certificate is to be signed by :
  - ✓ The Proprietor in case of Proprietorship firm
  - ✓ All the partners in case of Partnership firm

Seal & signature of bidder

- ✓ All the directors in case of Limited Company

DECLARATION-II

(Non Blacklisting/ Non Debar Declaration)

No: W-19-506/GMTD/Bastar/Tender/Housekeeping_Zone-05/2019-20 Dated: 28/09/2019

I/We hereby declare that my/our firm has/have not been declared blacklisted / debar for taking part in tender any where in the unit of BHARAT SANCHAR NIGAM LIMITED. I/We am/are aware that any breach of this condition would result in immediate termination of contract/cancellation of the existing contract/contracts and also forfeiting of my/our security deposit held by BSNL CG.

Signature of BIDDER

Name of the BIDDER
(Capacity in which

signing) Station:

Date:

Note-:

- This Declaration is required to be submitted as affidavit in original for this tender in Rs.10/- non judicial stamp paper.
- The above certificate is to be signed by :
  - ✓ The Proprietor in case of Proprietorship firm
  - ✓ All the partners in case of Partnership firm
  - ✓ All the directors in case of Limited company

Seal & signature of bidder

DECLARATION-III
(PAYMENT INSULATION UNDERTAKING)

No: W-19-506/GMTD/Bastar/Tender/Housekeeping_Zone-05/2019-20 Dated: 28/09/2019

I/We undertake that I/We have sufficient capital resources to carry out operations and will make due payment to our firms labour / employees assigned to execution of the this tender of GMTD BASTAR as per laws every month insulating it from payments from BSNL. I/We also undertake to perform in faithful & efficient manner the work of this tender without linking it to payments from BSNL.

(Signature of BIDDER/Authorized signatory)

Name of the BIDDER with seal
(Capacity in which

signing) Station:

Date:

Note-:

- This Declaration is required to be submitted as affidavit in original for this tender in Rs.10/- non judicial stamp paper.

Seal & signature of bidder

- The above certificate is to be signed by :
  - ✓ The Proprietor in case of Proprietorship firm
  - ✓ All the partners in case of Partnership firm
  - ✓ All the directors in case of Limited company

SECTION XI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

No: W-19-506/GMTD/Bastar/Tender/Housekeeping_Zone-05/2019-20 Dated: 28/09/2019

Subject: Authorization for attending bid opening on _____(date) in the tender of _____

The 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 Signatures
I		
II		
Alternate Representative		

Signatures of bidder
or
Officer authorized to sign the bid documents on behalf of the bidder.

Note:-

1 Maximum one representative per BIDDER will be permitted to attend bid opening. Representative will be permitted when regular representatives are not able to attend.

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2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

Seal & signature of bidder

SECTION: XII

LIST OF THE DOCUMENTS TO BE UPLOADED DURING ONLINE BID

The BIDDER will have to upload attested copies of following documents/deposits during online Bid submission. Any bid not accompanying the below mentioned documents / deposits will be liable to be rejected;

1. Original Bid Security in accordance to NIT.
2. Tender document (s), in original duly filled including BIDDERs profile & Bid form and signed by BIDDER or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the BIDDER or by his authorized representative.
3. Experience certificate: As per NIT
4. The registration of the firm.: Attested copy of r**egistration of the firm (Registration with Nagar Nigam/Gumasta/Department of Labour or competent office in case of Proprietary firm & in case of Pvt. Ltd. Company/Partnership firm registration with Registrar of firms is required, or any other competent office)**. Authenticated copy of the partnership deed in case of partnership firm or copy of Memorandum and articles of Association in case of companies. List of all Partner/Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence if applicable.
5. Attested copy of EPF registration No.
6. Original "Power of Attorney'' in case person other than the BIDDER has signed the tender documents.
7. Attested Copy of PAN No.
8. GST certificate.
9. Declaration regarding no near relative employed in BSNL in the given format available in tender document in Rs 10/-Non Judicial Stamp paper.
10. Declaration regarding not blacklisting / debar of firm in the given format available in tender document in Rs 10/-Non Judicial Stamp paper.
11. Undertaking regarding payment insulation in the given format available in tender document in Rs 10/-Non Judicial Stamp paper.
12. Attested copy of ESI Registration. If ESIC registration is not available at the time of bid submission, a declaration letter is to be enclosed that it will be submitted at the time of agreement failing which EMD can be forfeited and party can be black listed from any tender in BSNL.
13. Labour license registration (Central Government of India).If same is not available at the time of bid submission , a declaration letter is to be enclosed that it will be submitted at the time of commencement of work, failing which EMD can be forfeited and party can be black listed from any tender in BSNL.
14. Income Tax return for last Assessment Year (AY 2018-19).
15. Attested copies of valid documents of annual financial turnover of last 5 financial years. Average annual financial turnover of the BIDDER during five years (2013-14, 14-15, 15-16, 16-17 & 17-18) should be at least 35% of estimated cost put to tender.
16. Valid MSE/NSIC Certificate if applicable.

BHARAT SANCHAR NIGAM LIMITED
GENERAL MANAGER TELECOM DISRTICT BASTAR

Bid Document

(SECTION -XIII)

FINANCIAL BID

Tender for "HOUSE KEEPING & ASSOCIATED WORKS in BASTAR SSA"

No: W-19-506/GMTD/Bastar/Tender/Housekeeping_Zone-05/2019-20 Dated: 28/09/2019

To,

Assistant General Manager. (Planning)
O/o The General Manager Telecom District Bastar
Jagdalpur, (C.G.)

Sir,

1) With reference to your tender notice No.- W-19-506/GMTD/Bastar/Tender/Housekeeping_Zone-05/2019-20 Dated: 28/09/2019 inviting tender for "House Keeping & associated work in BASTAR SSA, I/We offer our rate as follows :-
2) I/We have deposited EMD Rs…… only vide DD/Receipt No.- ……. On dated …….. , which is enclosed in original.
3) I/We agree with all the terms and conditions of the tender and would be abided by all those.

SCHEDULED RATE :-

Item No.	Description of Items	Scheduled rate	
1.	Charges for providing services of unskilled nature at designated service points	In Accordance with daily minimum wages rate fixed by Assistant Labour commissioner, Ministry of labour and Employment New Delhi , as applicable for the month concerned	
2.	EPF Contribution	As applicable in accordance with EPF laws (to be paid additionally on actual basis)	
3	ESIC Contribution	As applicable in accordance with ESIC laws (to be paid additionally on actual basis)	
4	GST	On item No. 1 & 5 As applicable in accordance with GST laws	
5.	Service charges (to be paid on item No. 1 only)	Above % (percentage)	
		In Figures	In words

Signature of BIDDER

Place :- ……

Dated :- ……..…..

Seal……

Name ……...

Address ……...

……...