



**भारत संचार निगम लिमिटेड**  
(भारत सरकार का उपक्रम)  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

Office of the General Manager, BSNL Bhavan, Chuttugunta, Vijayawada -520004.

**E- TENDER DOCUMENT**

for

**“Providing of Hired Services of Temporary Nature Skilled Services (Drivers) for driving departmental owned vehicles under the jurisdiction of General Manager, BSNL Bhavan, Chuttugunta, Vijayawada-520004”**

**No: VTD/Genl/Motor Driver/Hiring/Tender/2019-20/01 dated: 27.02.2020**

**Cost of Tender Document: Rs.1,180/- (Rs.1,000+GST @ 18%)-Non Refundable**

**Bid security / EMD : Rs.15,750/- (2.5% of Estimated cost)**

**Last date for submission of bid : 15-00Hrs of 20.03.2020**

**Date and Time of Bid Opening: 15:30 hours of 21.03.2020**

**Website: 1) [www.etenders.gov.in](http://www.etenders.gov.in)**

## **TABLE OF CONTENTS**

<b>Section</b>	<b>Content</b>	<b>Page No</b>
<b>QUALIFYING BID DOCUMENT</b>		
	Table of contents	2
	Check List for Tenderers	3
1	Detailed Notice Inviting Tender (DNIT)	4-7
2	Bid Form	8
3 Part-A	Bidder's Profile	9
3 Part-B	Certificates/ Undertakings	10-11
4 Part-A	General Instructions to Bidders(GIB)	12-21
4 Part-B	E-tendering Instructions to Bidders	22-23
5 Part-A	General (Commercial) Conditions of Contract (GCC)	24-31
25 Part-B	Special Conditions of Contract (SCC)	32-36
6 Part-A	Scope of work & Specification	37
6 Part-B	Location details	38
7 Part-A	Specimen for Agreement and for undertaking for compliance of EPF/ Contract Labour Acts.	39-41
7 Part-B	Pro-forma for Performance Security Deposit Bank Guarantee	42-43
8 Part-B	Details of Electronic Fund Transfer	44
<b>FINANCIAL BID DOCUMENT</b>		
9	Financial Bid- Price Schedule (BOQ)	45

### Check List for Tenderer

The following **documents should to be signed/ self-attested by bidder.** (Should be scanned in PDF format and uploaded through PDF online signer in e-tendering portal [www.etenders.gov.in](http://www.etenders.gov.in))

Sl. No.	Details of the document	Submitted or Not Applicable
	<b>Contents of Technical Bid sheet</b>	
1.	Cost of the Bid form in accordance to Clause No.1 of Section-1 (DD/ Banker's Cheque)	
2.	Bid Security in accordance to Clause No.1 of Section-1 (DD/ Banker's Cheque/Bank Guarantee)	
3.	Latest NSIC Registration (valid at least till the date of tender opening), in case of claim for the exemption from payment of Bid Security and cost of tender document	
4.	Tender document in original, duly filled in and digitally sealed by the tenderer or his authorized representative.(All corrections and over writings must be signed along with seal)	
5.	Bid Form, duly filled in, as per Section- 2	
6.	Bidder's profile and certificates/ undertakings duly filled in.	
7.	Certificates from all Directors, if applicable, of the bidder stating that none of their near relatives are working in BSNL.	
8.	The copy of Experience certificate, issued by the competent authority, as per DNIT's Section- 3, Part- A, sl.10	
9.	The Registration of Firm: Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law. The authenticated copy of registration in case of proprietor ship, copy of registered partnership deed in case of partnership firm, copy of registered Memorandum of Association in case of Company, as applicable.	
10.	Original "Power of Attorney", if applicable, in case person other than the Bidder signed the documents. The power of attorney should be for specific work and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.	
11.	Authorized Signatory in case of Partnership firm/ Company	
12.	Valid GST Registration Certificate.	
13.	Valid EPF Registration Certificate, if applicable.	
14.	Valid ESI Registration Certificate, if applicable.	
15.	Copy of PAN Card	
16.	Details for Electronic Fund Transfer-Pro-forma attached	
17.	Letter of authorization for attending bid opening, if applicable	
	<b>Financial Bid through e tender portal</b>	
18.	Rates quoted in the Financial bid- Price Schedule (BOQ) (Section-9)	

## SECTION-1 PART-A

### Detailed Notice Inviting Tender (DNIT)

O/o The General Manager,  
BSNL Bhavan,  
Chuttugunta,  
Vijayawada-520004  
Tel:0866-244699



No: VTD/Genl/Motor Driver/Hiring/Tender/2019-20/01 dated:27.02.2020

The General Manager, BSNL, Krishna SSA, Vijayawada invites digitally sealed tender for **“Providing of Hired Services of Temporary Nature Skilled Services (Drivers) for driving departmental owned vehicles in the offices coming under the jurisdiction of The General Manager, BSNL, BSNL Bhavan, Chuttugunta, Vijayawada-520004”** from the eligible bidders.

The bidders can visit website [www.etenders.gov.in](http://www.etenders.gov.in)

#### 1. Details of Tender:

Name of the Work	Approximate Quantity	Cost of the tender document	Bid security / EMD in Rs.	Estimated Cost Appx.(in Rs.)	Tender Processing Fee
“Providing of Hired Services of Temporary Nature Skilled Services (Drivers) for driving departmental owned vehicles in the offices coming under the jurisdiction of The General Manager, BSNL, BSNL Bhavan, Chuttugunta, Vijayawada-520004”	<b>03</b> (B Area - 03 Nos)	Rs.1,180 /- (Rs.1,000+ GST at 18%) { Non- refundable }	<b>Rs. 15,750/-</b> <b>(2.5% of estimated cost)</b>	6,30,000/- (Six lakh Thirty Thousand only)	As mentioned in e-tendering portal payable through e payment only and it is non-refundable

Location for Providing skilled Services of Temporary Nature in the offices coming under the jurisdiction of The General Manager, BSNL, Krishna SSA, Vijayawada : As mentioned in Section-6 Part-B.

#### 2. Date & time of start, submission and opening of e-bid:

Time and last date of submission of e-bid: Up to 15.00 hrs.on 20.03.2020

Time of opening of Qualifying Bid: At 15.30 hrs on 21.03.2020

#### 3. Eligibility Criteria: The prospective bidder should satisfy the following conditions:

A. Bidder should have experience of providing skilled Services **with the man power not less than 03 persons for a minimum of one year** in BSNL, Central or State Government Department /PSU or Licensed Telecom Service Provider or private firms in the level of Managers. The experience certificate should be issued by the officer equivalent to the minimum rank of Divisional Engineer in case of BSNL, Central or State Government Department/PSU, and of work order issuing authority in case of Licensed Telecom Service Provider or private firm.

**B. Prerequisites of the Skilled services ( drivers) to be supplied by the service agency:  
The Motor Driver to be supplied by the Service Agency should possess a valid driving license for driving a LMV.**

General Nature of works to be performed by the Motor Driver are :-

- i) Driving of BSNL Departmental Light Vehicles with appropriate driving license. Daily Maintenance of vehicles including cleaning and dusting (inside and outside of vehicles), mopping with soaked wet clothed to entire body and flooring, window glasses of vehicles daily. Checking of Engine, Oil level, Air Pressure of the type & tubes, general greasing nut-bolt tightening. Maintain the vehicle and timely servicing of the vehicles. Keeping tool box updated. Checking and keeping first-aid box and essential spare parts of the vehicles during the run. Maintaining of register (**Log Book**) for consumption of diesel, oil and other consumables. Always keep in ready condition, torch, Wheel-Jack, Duster Cloth etc.
- ii.) Driver will be responsible for keeping vehicles R.T.O. Documents, Insurance Papers, and Driving License in the vehicle and to be shown to the Inspecting Officer during the inspections. Any other works assigned by the Officer-in-charge has to be carried out.

4. **Purchase of Tender Document:** Tender document can be obtained by downloading it from the website [www.etenders.gov.in](http://www.etenders.gov.in). The physical copy of the Tender document will not be available for sale. Bidder has to get registered in e-tendering portal [www.etenders.gov.in](http://www.etenders.gov.in) for participation of the tender online.

The bidders downloading the tender document are required to submit the tender fee worth Rs.1,180/- through DD/ Bankers Cheque with their proposal, **failing which the proposal shall be left archived unopened/ rejected**. The DD shall be drawn from any Nationalized/ Scheduled Bank in favour of “Accounts Officer (Cash), O/o GMTD, BSNL,VIJAYAWADA” payable at Vijayawada. The DD should be valid for at least 90 days from the date of DNIT.

The Crossed Demand Draft/ Bankers Cheque should be submitted offline.

The Tender fee is non-refundable & non-transferable.

Bid Security/EMD: The bidder shall furnish the bid EMD of worth amount mentioned in clause 1 of Section-1 Part-A as **Demand Draft /Banker's Cheque/PBG issued by any Nationalized/ Scheduled Bank drawn in favour of** “Accounts Officer (Cash), O/o GMTD, BSNL,VIJAYAWADA” payable at Vijayawada. **The DD should be valid for at least 90 days from the date of NIT.** The Crossed Demand Draft/ Bankers Cheque should be submitted offline.

5. **Place of opening of Tender bids:** Tender shall be opened through Online Tender portal. BSNL’s Tender Opening Officers as well as authorized representatives of bidder can attend in the office of AGM(Plg), O/o GMTD, BSNL, Vijayawada-4.
6. **Tender bids received after due time & date will not be accepted by the online system.**
7. **Incomplete, ambiguous, Conditional, unsealed Tender bids are liable to berejected.**
8. The GMTD, BSNL, Vijayawada reserves the right to accept or reject any or all the bids without assigning any reasons what so ever and he is not bound to accept the lowest tender rate.
9. The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the e-tender portal [www.etenders.gov.in](http://www.etenders.gov.in). The declaration format is given in Section-3 Part-B. **In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.**

10. All documents submitted in the bid offer should be in English only. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.
11. All computer generated documents should be digitally signed/ attested by the bidder/vendor organization.
12. If any Government Holiday happens to be on the date of opening of tender, the same will be opened on next working day at the same time without further notice. Any tender not according to the terms and conditions and specifications mentioned in the tender documents is liable to be rejected.
13. **Concessions to MSE Units/NSIC:** The guidelines, issued by Ministry of Micro, Small & Medium Enterprise (MSME), Government of India regarding concessions for Micro & Small Enterprise Units registered with District Industries Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation(NSIC) or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprise, have been considered by the BSNL (Corporate Office) and it has been decided that these units shall be allowed the following concessions:

Supply of Tender Documents: The tender documents shall be issued to MSE/NSIC bidders free of cost provided the tendered item is listed in the Registration Certificate of MSE/NSIC.

Exemption from payment of Earnest Money Deposit (EMD): The MSE units registered with bodies shall be given exemption from payment of Bid Security deposit (EMD) provided the tendered item is listed in the registration Certificate of MSE The enlistment certificated issued by bodies should be current & valid on the date of opening of bid.

14. EPF and ESI registration is required, if applicable for this tender. However, bidder who does not have valid EPF registration on date of opening of the tender may also apply for this tender, but the bidder shall submit the valid EPF registration certificate within 10 days of issue of Letter of Intent, failing which his EMD may be forfeited and the bid is liable to be cancelled. ESI registration is required, if applicable. However the successful bidder may provide it at time of agreement.
15. **Period of Contract: One year from the date of agreement and further extendable for one year** as per approval of competent authority of BSNL.
16. The BSNL reserves the right to decrease or increase the work by up to 50% of the total quantity without any change in the rates or other terms and conditions. The **successful** tenderer is bound to accept additional orders to the extent as mentioned above, if any, at the same approved rates by this office during the validity period of the tender.  
The bidder shall quote for 100% of the Tendered work. **Offers for lesser quantity of works may be ignored & bid will be rejected.** The Bharat Sanchar Nigam Limited will not be responsible for any injury or loss of life occurring to the drivers while carrying out their duties. The Tenderer should make insurance to the life of their drivers and they are solely responsible for damages/injuries/deaths caused to the drivers due to any reason during the execution of their service.
17. **Any dispute arising out of this contract is subject to jurisdiction of Vijayawada Court only.**
18. The Corrigendum, if any, of this NIT will only be published in e-tender portal. Any bidder requiring clarification on the Tender Documents may contact Sub-Divisional Engineer (General) O/o GMTD, BSNL, Vijayawada **on Telephone No:0866-2444696** on any working day between 11.00 hrs to 16.00 hrs.
19. **Offline Technical document submission:** The Bidder shall submit the following documents offline to the Assistant General Manager, (Admn) Office of the General Manager, BSNL, Chuttugunta, Vijayawada –520004 on or before 15.00 hours of 20.03.2020 in a properly sealed

envelope (with sealing wax /packing PVC tape), either in person or by post / courier. Submitting offline documents in time is bidder's responsibility. This office will not be responsible for any postal/courier delay. **Non- submission of mandatory offline documents within last date & time for the submission shall result in rejection of the bid.**

EMD – Bid security (original copy): Through DD / Bankers cheque drawn in favour of “Accounts Officer (Cash), O/o GMTD, BSNL,VIJAYAWADA” payable at Vijayawada.

DD of Tender fee (original copy) for Rs. **1,180/-**(Rupees One Thousand One hundred and Eighty only) in favour of “Accounts Officer (Cash), O/o GMTD, BSNL,VIJAYAWADA” payable at Vijayawada.

In case of MSME bidder, Xerox copy of certificate of MSME is to be submitted

Original “Power of Attorney”, if applicable, in case person other than the Bidder signed the documents. The power of attorney should be for specific work and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.

**Note: The Bidder has to upload the scanned copy of all above said documents during online Bid submission also. The above-mentioned offline submitted documents will be verified with the uploaded scanned copies.**

Assistant General Manager (Admin)  
O/o GMTD, BSNL, Vijayawada-520004.

**SECTION-2**  
**Bid Form**

**NIT No. VTD/Genl/Motor Driver/Hiring/Tender/2019-20/01 dated:27.02.2020**

To,

The General Manager  
Telecom District, BSNL,  
Krishna SSA, Vijayawada.

Dear Sir,

1. Having examined the conditions of contract and specifications including addendum No: the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of providing Skilled Services in the office of GMTD, BSNL, Vijayawada in conformity with conditions and specifications of contract.
2. 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.
3. If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.
4. We agree to abide by this Bid for a period of 180 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.
5. We understand that you are not bound to accept the lowest or any bid, you may receive.
6. Until a Formal 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.
7. Bid submitted by us is properly sealed and prepared so as to prevent any **subsequent alteration and replacement.**

Dated ..... day of. \_\_\_\_\_(the year)

Signature of Authorized signatory

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

Witness . .....

Address.....

Signature.....



**SECTION-3 PART-A**  
**Bidder's profile to be filled in by the tenderer**

1	Name of the Firm/Individual and Registered Address			
2	Telephone Number : Office: Mobile : FAX : Mail ID:			
3	Whether it is Sole Proprietary or Partnership Firm/Private Limited Company.			
4	Name of sole Proprietor/Name of Partners /Name of Director(s)  (Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law)			
5	Name of person authorized to enter into and execute contract agreement and the capacity in which he is authorized.			
6	GST Registration No., if applicable (Please attach a copy of GST number/ registration)			
7	EPF Registration No & ESI Registration No, if applicable (Please attach a copy of valid EPF & ESI registration Certificate)			
8	Permanent Income Tax No. (PAN NO.) (Please attach a copy of PAN card)			
9	Whether the firm has ever been Black-listed; if so, give details.			
10	Tenderer's experience certificate details( Please attach copies of experience certificates)			
	Name of Office	Experience Certificate No. & date	Financial Year of the work done	Amount of work done
a.				

I hereby certify that the above information is true and correct to the best of my knowledge and belief.

Signature of the Tenderer with seal

Place:

Date:

**SECTION-3 PART-B**  
**1. CERTIFICATE REGARDING NEAR RELATIVES**

“I ..... S/o.....  
..... resident of ..... hereby certify that none of my near relative(s) and none of near relative(s) of proprietor/ partner(s)/ director(s) of company is/ are employed in BSNL unit as defined in the tender document(NIT No. **VTD/Genl/Motor Driver/Hiring/Tender/2019-20/01 dated:27.02.2020**) In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me”.

SIGNATURE OF BIDDER: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

**2. CERTIFICATE FOR DOWNLOADING OF TENDER DOCUMENT FROM WEB SITE**

“I.....(authorized signatory) hereby declare that the tender document submitted (NIT No. **VTD/Genl/Motor Driver/Hiring/Tender/2019-20/01 dated:27.02.2020**) been downloaded from the website” [www.etenders.gov.in](http://www.etenders.gov.in) and no addition / deletion / correction has been made in the proforma downloaded. I also declare that I have enclosed a DD for Rs.....towards the cost of tender document along with the Bid security /EMD.

Place .....Signature of tenderer/Authorized Signatory.....

Date ..... Name of the Tenderer.....

Seal of the Tenderer

**3. DECLARATION FOR EPF & MISC PROVISIONS ACT 1952)**

I -----(name of the contractor/agency) hereby declare compliance towards conditions of the EPF and Misc provisions Act 1952 and authorize BSNL to recover any payment that arises due to failure to comply with any of the Labour legislations and statutory conditions viz., Labor, EPF, ESI etc., or any other acts dealing with the same and all other acts mentioned in the tender document (NIT No. **VTD/Genl/Motor Driver/Hiring/Tender/2019-20/01 dated:27.02.2020**)

Place .....Signature of tenderer/Authorized Signatory.....

Date : .....Name of the Tenderer

Seal of the Tenderer

#### 4. UNDERTAKING FOR PAYMENT

I/We undertake that I have sufficient capital resources to execute the scope of this tender (**NIT No. VTD/Genl/Motor Driver/Hiring/Tender/2019-20/01 dated:27.02.2020**) and will make due payment to our labour / employees assigned to execution of the tender for Skilled Services for the office of GMTD, BSNL, Vijayawada as per laws every month. I/We also under take to perform in faithful & efficient manner the work of this tender without linking it to payments from BSNL. There shall not be a breach or stoppage of services due to delay in settlement of contractor/vendor bills.

Signature of Bidder

Name of the Bidder  
(Capacity in which signing)

Station:

Date:

#### UNDERTAKING OF NON-BLACKLISTING OF FIRM

“I /We ..... (Name of Prop. / Partner) of M/s.....  
(Name of firm/ company) ..... (Address) hereby give the undertaking that the documents submitted by me are true. I /we also declare that my firm as stated above or the partner /Proprietor there in have never been black listed by BSNL or any other organization / firm in which I / we were / are partner / proprietor. In case it comes to the notice that declaration / documents /information given by me /us are false the BSNL is fully empowered to cancel my tender. 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 Competent Authority.

Signature of Bidder

Name of the Bidder  
(Capacity in which signing)

Station:

Date:

**SECTION-4 PART-A**  
**General Instructions to Bidders (GIB)**

**1. DEFINITIONS:**

**BSNL:** The BSNL means the Bharat Sanchar Nigam Limited and its Board of Directors.

**BSNL:** The BSNL means the Bharat Sanchar Nigam Limited under the Ministry of Communications and Information Technology, which invites the Bids on behalf of the Bharat Sanchar Nigam Limited. All references of:

BSNL  
Chief General Manager  
Principal General Manager  
Deputy General Manager  
Divisional Engineer  
Sub Divisional Engineer  
Junior Telecom Officer  
Accounts officer  
Assistant Accounts Officer  
Junior Accounts Officer

Including other officers in the BSNL, whatever designations assigned to them from time to time, who may be the In-charge of direction, supervision, testing, acceptance and maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean the Bharat Sanchar Nigam Limited under the Ministry of Communications and Information Technology, Govt. of India.

**The GMTD, BSNL, VIJAYAWADA** means the Head of SSA and his successors.

**The jurisdiction of the GMTD, BSNL, VIJAYAWADA** means geographical area under his control.

Representative of the **GMTD, BSNL, VIJAYAWADA** means Officer and staff for the time being in the O/o **GMTD, BSNL, VIJAYAWADA** for inspecting or supervising the work or testing etc.

**Contract:** The term contract means, the documents forming the Bid and acceptance thereof and the formal agreement executed between the competent authority for and on behalf of the Bharat Sanchar Nigam Limited and the contractor, together with the document referred to therein including these conditions, the specifications, instructions issued from time to time, by the engineer-In-charge and all these documents taken together shall be deemed to form on contract and shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them. The expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

**Contractor:** The contractor shall mean the individual, firm or company, 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 permitted assignees of such individual, firm or company.

**Work:** The expression “works” shall unless there be something either in the subject or context repugnant to such construction, be construct and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original altered, substituted or additional.

**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.

**Excepted risk:** Excepted risk are 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, 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.

**Near Relative:**

The near relatives of all BSNL Employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The detailed guidelines in this regard are given in the following paragraphs.

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

The near relatives for this purpose are defined as:

- Members of a Hindu Undivided family,
- They are husband and wife,
- 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).

As per Government of India's CCS Conduct rule 4, no Government servant shall in the discharge of his official duties deal with any matter or sanction any contract to any company or for any other person if any member of his family is employed in that company or firm or under that person or if he or any member of his family is interested in such matter or contract in any other manner and the Govt. Servant shall refer every such matter or contract to his official superior. This clause is applicable to all BSNL employees and in view of this as soon as any BSNL employee becomes

aware of the above aspect, he must intimate this to the prescribed authority. For non-executive employees this authority is SSA Head / Circle Head / Chief Engineer / Chief Arch. / Corporate office under whom he is posted. For executive employees (at present some of them are called as Gazetted officers) the prescribed authority for this purpose is Circle Head / Chief Engineer / Chief Archt. / Corporate office under whom he is posted.

The Company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is (are) posted. The unit is defined as SSA/Circle/Chief Engineer/Chief Archt. / Corporate Office for non-executive employees and all SSA in a circle including circle office/Chief Eng. /Chief Arch. /Corporate office for executive employees (including those called as Gazetted officers at present. The tenderer should give a certificate that none of his/ her such near relative is working in the units as defined above where he is going to apply for tender/ work. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

## **2. ELIGIBILITY OF BIDDERS:**

**The invitation of bids is open to all contractors as per their eligibility mentioned in NIT of this Bid document.** The Contractors/ Firms blacklisted (i.e. Debarred for taking works) by BSNL or other Government Agency for taking works in BSNL shall not be eligible for the duration of their blacklisting. If the bidder hides the fact of being blacklisted than it shall be considered as fraud to a Government Agency i.e. BSNL. If, at later stage, it is found that the bidder has got contract hiding this fact than the award of contract shall be rescinded and the work shall be got done from other agency at the risk & cost of the bidder. The contractor shall not be eligible for any payments on account of this. If the work has not been started than the EMD shall be forfeited.

If at the later stage, it is found that any document submitted by bidder with the bid or agreement is fake or tempered then the award of contract shall be rescinded and the work shall be got done from other agency at the risk & cost of the bidder. The contractor shall not be eligible for any payments on account of this. If the work has not been started than the EMD shall be forfeited.

The Contractor must read carefully all the terms, conditions and specifications before filling up the Bid schedule and his quotation. 'Clause' No. is indicated before each 'Title'. Tenderers are requested to get well versed with the tender conditions/ guidelines written hereunder. Those tenderers who cannot read English may get it translated at their own risk, in a language known to them and understand the conditions. Any clarification required can be had from the Divisional Engineer concerned, in whose division the tender is called, who is the authorized representative of the "BSNL", or the Sub Divisional Engineers or any other officer/ official working with him, who may be authorized by him to supervise and oversee the work on his behalf. **Time along with quality of work is the essence of this contract. In general, no excuse for difficulty in performing the work will be entertained at any stage of the tender.**

## **3. Bid Documents:**

The work to be carried out, bidding procedures and contract terms are prescribed in the Bid Document. The Bid Document includes:

## **Qualifying Bid:**

Detailed Notice Inviting Tender (DNIT).

Bid Form.

Bidder's Profile

Certificates/ Undertakings.

General Instructions to Bidders (GIB).

E-tendering Instructions to Bidders.

General (Commercial) Conditions of the contract (GCC).

Special Conditions of the Contract (SCC).

Scope of Contract & Specification of work.

Location details.

Proforma for Performance Security Deposit Bank Guarantee, Specimen for Agreement and for undertaking for compliance of EPF/ Contract Labour Acts.

Letter of Authorization for Attending Bid Opening, and Proforma for Electronic Fund Transfer.

### **Financial Bid:** Price Schedule (BOQ).

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

4. **Queries on Bid Documents:** A prospective bidder, requiring any clarification of the Bid Documents shall; notify the BSNL in writing or through website indicated in the invitation for Bids. The BSNL 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 BSNL shall be sent to all the prospective bidders who have purchased the bid documents and all such clarifications issued by the BSNL will form part of the bid document. The same shall be posted on website [www.etenders.gov.in](http://www.etenders.gov.in) also. Those who are downloading tender document from website should download the clarification also and submit with the tender document.

5. **Amendment to Bid Document:**

The Purchaser i.e. BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.

The amendments shall be posted on e-tendering portal ([www.etenders.gov.in](http://www.etenders.gov.in)) to all prospective bidders and these amendments will be binding on them.

In order to afford prospective bidders as much time as possible to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

- 7 **Cost of Bidding:** The bidder shall bear all costs associated with preparation and submission of the bid. The BSNL, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**8 Documents Establishing Bidders eligibility and qualifications:**

**The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following documents and all these documents needs to be signed/ self-attested by bidder:**

<b>Sl. No.</b>	<b>Details of the document</b>
	<b>Contents of Technical Bid Sheet</b>
1.	Cost of the Bid form in accordance to Clause No.1.1 of Section-1 Part- A (DD/ Banker's Cheque in Original), if applicable.
2.	Bid Security in accordance to Clause No.1 of Section-1.1 (DD/ Banker's Cheque in original)
3.	Latest NSIC Registration (valid at least till the date of tender opening), in case of claim for the exemption from payment of Bid Security and cost of tender document
4.	Tender document in original, duly filled in and digitally sealed by the tenderer or his authorized representative.(All corrections and over writings must be signed along with seal)
5.	Bid Form, duly filled in
6.	Bidder's profile and certificates/ undertakings duly filled in
7.	Certificates from all bidder stating that none of their near relatives are working in BSNL
8.	The copy of Experience certificate, issued by the competent authority, as per DNIT's clause
9.	The Registration of Firm: Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law. The authenticated copy of registration in case of proprietor ship, copy of registered partnership deed in case of partnership firm, copy of registered Memorandum of Association in case of Company, as applicable.
10.	Original "Power of Attorney", if applicable, in case person other than the Bidder signed the documents. The power of attorney should be for specific work and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.
11.	Authorized Signatory in case of Partnership firm/ Company
12.	Valid GST Registration Certificate.
13.	Valid EPF Registration Certificate, if applicable.
14.	Valid ESI Registration Certificate, if applicable.
15.	Copy of PAN Card
16.	Details for Electronic Fund Transfer
17.	Letter of authorization for attending bid opening, if applicable
	<b>Financial Bid through e tender portal</b>
18.	Rates quoted in the Financial bid- Price Schedule (BOQ) (Section-9)

**Note:**



- i. Scanned copies of all documents mentioned above should be signed with Digital Signature Certificate (DSC) by the authorized signatory of the bid offer (Power of Attorney holder). In case the representative of bidder company, who uploads the documents on e-tender portal using his Digital Signature Certificate (DSC), is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name, shall also be made as one of the Power of Attorney holder by the bidder Company, in addition to the authorized signatory for the bid.
- ii. Submission of documents listed above is mandatory and non-compliance may result in rejection of the Bid during evaluation.
- iii. 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**” (Note: In <NAME>give full detail of that document).

#### **10. Bid Security:**

The bidder shall furnish, as part of his bid, a bid security (EMD) for the amounts shown in the DNIT. No interest shall be paid by BSNL on the bid security for any period, what so ever.

The bid security is required to protect the BSNL against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to Para 11.

Bid Security shall be paid in the form of Crossed Demand Draft/ Banker's Cheque issued by any Nationalized /Scheduled Bank drawn in favour of “Accounts Officer (Cash), O/o GMTD, BSNL,VIJAYAWADA” payable at Vijayawada. The DD should be valid for at least 90 days from the date of DNIT.

A bid not secured in accordance with clause 10.1 & 10.3 above shall be rejected by the BSNL being non-responsive at the bid opening stage and archived un-opened on e-tender portal for E- bid.

The bid security of the unsuccessful bidder will be refunded as promptly as possible.

The successful bidder's bid security will compulsorily be converted to part Performance security deposit.

#### **11. The bid security shall be forfeited:**

If a bidder withdraws his bid during the periods of bid validity specified in the bid document, or If the bidder makes any modifications in the terms and conditions of the Bid before acceptance of the Bid, which are not acceptable to the BSNL or

If the Bidder is found to have given false/incorrect certificate in Section-3.

In case of successful bidder, if the bidder fails:

To sign the agreement or to furnish Performance Security.

#### **12. Rates :**

The tenderer should quote the Price in Schedule/ BOQ in Financial bid- Section-9.

The Rates quoted should be inclusive of all other applicable charges, but Exclusive of GST.

Any provisional clauses included in the quotation as for instance “subject to percentage”, „Market fluctuation” etc., which might affect the prices of the services will result in rejection of the tender. Conditional tenders will be rejected.

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.

Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the Price Schedule/ BOQ (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 Discounts, free supply, etc. into account.

The Bidder shall quote in Financial Bid in English only, both in figures and words. **The tenderer will quote the rate only in whole rupees per labour per month & should not be quoted in percentage.**

The wage structure/taxes (and not the profit margin) will be subject to a revision by Central Government and revised rates will be passed on to the tenderer by BSNL. The profit margin once quoted will remain fixed during the validity of the tender and extended period, if any.

### **13. Period of Validity of Bids:**

Bid shall remain valid for 180 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.**

The BSNL reserves the right to request the lowest three (3) bidders as per read out list on the opening day to extend the bid validity for a period of further 90 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.**

"The Bidders shall not be entitled during this period of 180 days, without the consent in writing of Assistant General Manager, to revoke or cancel his Bid or to vary the Bid submitted or in term thereof. The acceptance of Bid shall be communicated to the successful Bidder(s) by the Assistant General Manager."

### **14. Signing of Bid:**

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.

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.

The bidder shall submit, as a part of his bid, the bid documents (in original) digitally signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract.

The Bidder will be bound by all terms, conditions as detailed in this Bid Document.

In case the representative of bidder company, who uploads the documents on e-tender portal using his Digital Signature Certificate (DSC), is different from the authorised signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name, shall also be made as one of the Power of Attorney holder by the bidder Company, in addition to the authorised signatory for the bid.

## 15. Postponement of Bid Opening:

Wherever it is considered necessary to postpone the opening date of tenders, quick decision must be taken and communicated to the Bidders who have purchased the Bid documents. Such notice of extension of date of opening will be published on website.

The BSNL if subsequently, declares date fixed for opening of bids as holiday, the bids will be opened on next working day, time and venue remaining unaltered.

## 16. **Late Bids: No bid shall be accepted either online by E-Tender Portal or offline document by the purchaser after the specified deadline for submission of bids prescribed by the BSNL. It is the sole responsibility of the Bidder that he should ensure timely submission of Bid.**

## 17. Modifications and Withdrawal of Bids:

The e-Procurement system allows the bidders to modify and resubmit their bid documents before the 'closing date and time for bid submission' for the tender. After the closing date of bid submission, the bidders are not allowed to make any changes to their bid documents. The System will overwrite the old bids and only the latest uploaded document is retained. If you are resubmitting even a single document, the entire packet is to be resubmitted. The bidder may modify or withdraw his bid after submission and before opening, but offline documents need to be submitted accordingly, if required, in a properly sealed envelope (With Wax/Packing PVC tape).

No bid shall be modified subsequent to the deadline for submission of bids.

## 18. Bid Opening:

The purchaser shall open bids online in the presence of the tender opening committee at time & date specified in DNIT.

The interested bidder's representatives may attend for tender opening at stipulated date and time.

The date fixed for opening of bids, if subsequently declared as holiday by the BSNL/submission of bid is not possible due to unavoidable circumstances, the bid will be opened on the following working day, time and venue remaining unaltered unless the revised date of opening of bids is notified before opening of Tender.

## 19. Clarification of Bids by the BSNL:

To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. **However, no post bid clarification at the initiative of the bidder shall be entertained.**

If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be outrightly rejected without entertaining further correspondence in this regard.

## 20. Preliminary Evaluation:

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.

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.

Prior to the detailed evaluation, pursuant to clause 22, 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 bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

The BSNL will reject a bid, determined as substantially non-responsive and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

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

## **21. Evaluation and Comparison of Substantially Responsive Bids:**

21.1.1. The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

If the offered rates of more than one bidder are same than the work may be divided equally among them.

The rates should be quoted for establishment charges/ profit margins in the financial bid in Section-9.

Bid will be evaluated on the basis of the lowest quoted rate for establishment charges/profit margins only as all the other items in the wage structure are mandatory as per statutory guide lines.

## **22. Disqualification:**

Any attempt of negotiation, direct or indirect, on the part of the tenderer with the Authority to whom he has submitted the tender, or the Authority who is competent to finally accept the tender, any endeavor to secure any interest for an actual or prospective tenderer or influence by any mean, the acceptance of a particular tender will render the tender liable to exclusion from the consideration.

## **23. Contacting the BSNL:**

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.

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.

## **24. Award of Contract:**

The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically and financially acceptable.

Bids will be accepted and Contract will be finalized only with those of the Bidders, who in the opinion of The GMTD, BSNL, Vijayawada having the capacity and resources to execute the work assigned.

## **25. Issue of Letter of Intent:**

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

The bidder shall within 10 days of issue of letter of intent, give his acceptance along with Agreement Bond

Copy of Registration / license from appropriate labour authority,

Copy of registration/ exemption certificate for EPF, ESI,

Performance security Failing which his EMD may be forfeited and bid is liable to be cancelled.

## **26. Signing of Agreement:**

The successful tenderer has to execute an "Agreement of Contract" as per the "Agreement- format" vide Section- 7 Part- A on a non-judicial stamp paper of Rs.100/- within 10 days from the receipt of the provisional acceptance letter.

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 10 days of submission of performance security as per clause 26.2 above.

As soon as the Bid is approved by the competent authority, the Bid Security deposited by the successful bidder shall be compulsorily converted in to the SD/Performance security deposit, which will be held by the BSNL till the completion of tender period.

27. "In the event of failure of the Bidder to sign the Agreement within ten days of being called upon to do so or in the event of his failure to start the work as stipulated, the amount of Earnest Money deposit shall stand forfeited and the acceptance of the Bid shall be re-considered and revoked which will not amount to imposing of penalty. However in deserving cases, The GMTD, BSNL, Vijayawada may give time extension based on the submitted justification.
28. **Annulment of Award: Failure** of the successful bidder to comply with the requirement of clause 26 or 27 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 for new bids.
29. **BSNL's right to vary quantum of work:** The BSNL reserves the right to decrease or increase the work by up to 50% of the total quantum of man power without any change in the rates or other terms and conditions. The successful tenderer is bound to accept additional orders to the extent as mentioned above, if any, at the same approved rates by this office during the validity period of the tender.
30. **BSNL's right to accept any bid and to reject any or all bids:**  
The GMTD, BSNL, Vijayawada 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.  
The tender approving authority is not bound to accept the lowest Bid.
31. **Representative of the BSNL:** The BSNL shall be represented by the Assistant General Manager who will be in-charge of the works.
32. **Representative of Contractor:** "The Contractor shall furnish to the BSNL, the scheme of his intended Organization for the contracted work, naming his superintendent.

These instructions to the Bidder shall be deemed to form part of the Agreement/Contract for the work.

## SECTION-4 PART-B

### E-Tendering Instructions to Bidders

These E-Tendering Instructions to Bidders supplement General Instructions to Bidders as mentioned in the Tender Document.

**General Instructions to Bidders for Online Bidding:** Submission of Online Bids is mandatory for this tender. E-Tendering is a new methodology for conducting public procurement in a transparent and secured manner. Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, the Portal [www.etenders.gov.in](http://www.etenders.gov.in) through Central Public Procurement Portal is being used.

**For participating in this Tender online, the following instructions are to be read carefully.**

#### 1. TENDER Bidding Methodology:

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

#### 2. Broad outline of activities from Bidders prospective:

Procure a Digital Signing Certificate(DSC)

Register on Electronic Tendering System through e-tendering portal

View Notice Inviting TENDER through e-tendering portal

Download Official Copy of TENDER Documents through e-tendering portal

Clarification to TENDER Documents through e-tendering portal

i. Query to BSNL (Optional)

Bid-Submission on through e-tendering portal

#### 3. Registration:

To use the Electronic Tender portal ([www.etenders.gov.in](http://www.etenders.gov.in)) vendor needs to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for thee-tendering activities. For further details, use the Electronic Tender portal ([www.etenders.gov.in](http://www.etenders.gov.in)), the vendor should visit the homepage of the portal ([www.etenders.gov.in](http://www.etenders.gov.in)) on successful submission of Registration details, to get your registration accepted/activated.

BSNL CONTACT DETAILS.	
BSNL`s Contact Person	SDE(General)
Telephone No.	0866-2444696 (between 11:00hrs.to 16.00 Hrs. on working days).
E-Mail I.D.	agmhrvj.bsnl@gmail.com

**5. Method for submission of bid documents:** In this E-tender proposal the bidder has to participate in e-bidding online. Some documents are to be submitted physically offline as mentioned below:

**Offline Technical document submission:** The Bidder shall submit the following documents offline to the Assistant General Manager, (Admn) Office of the General Manager, BSNL, Chuttugunta, Vijayawada –520004 on or before 15.00 hours of 20.03.2020 in a properly sealed envelope (with sealing wax /packing PVC tape), either in person or by post / courier. Submitting offline documents in time is bidder’s responsibility. This office will not be responsible for any postal/courier delay. **Non- submission of mandatory offline documents within last date & time for the submission shall result in rejection of the bid.**

EMD – Bid security (original copy): Through DD/Bankers cheque drawn in favour of “Accounts Officer (Cash), O/o GMTD, BSNL,VIJAYAWADA” payable at Vijayawada.

DD of Tender fee (original copy) for Rs. **1,180/-**(Rupees One Thousand One hundred and Eighty only) in favour of “Accounts Officer (Cash), O/o GMTD, BSNL,VIJAYAWADA” payable at Vijayawada.

In case of MSME bidder, Xerox copy of certificate of MSME is to be submitted

Original “Power of Attorney”, if applicable, in case person other than the Bidder signed the documents. The power of attorney should be for specific work and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.

**Note: The Bidder has to upload the scanned copy of all above said documents during online Bid sub mission also. The above-mentioned offline submitted documents will be verified with the uploaded scanned copies.**

**5.2. Online Submission:** All these documents need to be signed/ self-attested by bidder.

**Note:**

If some document is not applicable for the bidder, then he has to upload scanned copy of paper mentioning the document <name> called is not applicable on us.

All the online documents to be submitted in one pdf file.

Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

It is advised that all the documents to be submitted as per Clause 5.2 of Section-4 Part-A of bid document are kept scanned or converted to PDF format in a separate folder on your computer before starting on-line submission.

The names and total size of each document (Preferable below 50 MB) may be checked before uploading.

**6. Price Schedule/BOQ(Bill of Quantity)::**

Download Price Schedule / BOQ in XLS format.

Fill rates in downloaded Price Schedule/ BOQ as specified in XLS format only in Green back ground cells. Don’t fill in grey back ground cells.

BOQ file is password protected XLS file. Don’t unprotect the file. Price has to be filled in the same file and has to be uploaded.

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.

**BSNL will not be responsible for any problem arising out of internet connectivity issues.**

## SECTION-5 PART-A

### General (Commercial) Conditions of Contract (GCC)

1. **Application:** The General conditions shall apply in contracts made by the BSNL for providing Skilled (Drivers) Services for GMTD,BSNL,Chuttugunta, Vijayawada .

2. **Standards:**

The works to be executed under the contract shall conform to the standard practice as prescribed under Section-5 Part- B & Section- 6.

Submission of bid against the DNIT shall bind the bidder for the acceptance of all the conditions specified herein or in tender document, unless otherwise agreed by BSNL.

3. **Prices:**

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

Prices once fixed will remain valid for the period of contract. Increase and decrease of taxes/duties will not affect the price during this period except applicable GST.

The Bid schedule shall be read in conjunction with instructions to Bidders and conditions of Contract and the Bidder/Contractor shall be deemed to have carefully examined all these documents. It is further understood and agreed that the Contractor by careful examination satisfied himself to the nature and the location of work, facilities needed preliminary to and during the execution of work, the general and local conditions, the labour conditions prevailing thereof, the detailed descriptions of the work to be done and the way in which they are to be carried out within the time schedule and all other matter which can in any way affect the works under the Contract before giving his tendered rates. The specifications for the entire work are to be read together and not in isolation.

**The profit margin/Establishment charges** once fixed will remain valid for the period of contract. Increase and decrease of taxes/duties will not affect the price during this period except applicable GST.

The Bid schedule shall be read in conjunction with the description of Jobs.

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.

Where the Contractor is a partnership firm, the previous approval in writing of the Engineer-in-charge shall be obtained before any change is made in the constitution of the firm. Where Contractor is an individual or a Hindu undivided family business concerns such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement hereunder the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in the contravention of above Clause 4.1 thereof & the same action may be taken & the same consequence shall ensue as provided in said Clause 4.1.



**5. Security Deposit (SD):**

The contractor whose tender has been accepted shall deposit an additional sum, at the time of executing the Contract Agreement, which along with the Bid security submitted with the tender, will make the SD equal to 10% (ten percent) of the approved tender cost i.e. contract value. The contractor shall furnish a demand draft of the additional sum. The contractor needs to submit additional SD, if asked to do so by BSNL, due to hike in minimum wages by central government. BSNL reserve right to review SD requirement on half yearly basis.

The SD has to be submitted in the form of demand draft/ Bankers cheque, from any nationalized / scheduled Bank, **payable at Vijayawada** in the name of “Accounts Officer (Cash), O/o GMTD, BSNL,VIJAYAWADA”. The SD will be a non-interest bearing deposit, for any period what so ever. The proceeds of the SD shall be payable to the BSNL as compensation for any loss resulting from the contractor’s failure to complete its obligations under the contract.

The SD shall be refunded after expiry of tender period provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document.

No interest will be paid to the contractor on the SD.

- 6. Unclaimed SD:** SD(s) that is (are) due for refund to the Contractor/Supplier and remain unclaimed for three years after its/their refund become(s) admissible (for instance, after the contractor/supplier fulfils his contract) shall be dealt with in accordance with the provisions contained in the rules of the BSNL.

**7. Issue of Work Order:**

The work orders shall be issued by respective AGMs, after examining the details of the works to be executed, from time to time during the validity period as well as extended validity period.

The BSNL 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 if the contractor is not executing the work at the required place in the opinion of work order issuing authority or the AGM.

The Contractor shall not undertake or make any change or do any work under this contract unless he has received written instructions from AGM.

The Contractor shall not be entitled to any compensation in addition to the contract price for the performance of any work not envisaged under the contract, unless prior to the performance of such work he has received from AGM written authorization to perform such work.

A copy of the work order shall be attached to the concerned bill while submitting for payment.

**8. Payment Terms:**

**E-Payment:**

The cost of RTGS/NEFT will be borne by BSNL in all cases where the payment to Contractor/supplier is made in a local branch i.e., bidder is having bank account in the same place where the payment is made by BSNL unit.

In case payment is made to outside branch i.e., bidder is having bank account not in the same place from where the payment is made by BSNL unit, the crediting cost will have to be borne by the bidder/recipient only.

The bidder must submit the Performa given for transfer of payment through Electronic Clearance/ Electronic Fund transfer.

There shall not be a breach or stoppage of services due to delay in settlement of contractor/vendor bills.

### **Procedure for Preparation and settlement of bills:**

The pre-receipted bill in triplicate along with work order, and the certificate regarding the satisfactory completion of the work (given on the bill itself) should be submitted before the 3rd of every month for the job executed during the preceding month to the SDE concerned for effecting the payment. The last and final bill should be submitted for payment within one month of the expiry of the tender contract. Bills received after One month of the expiry of the tender contract will not be entertained for payment. However AGM may give extension in the deserving cases. No bills will be received after refund of the SD of the concerned tender contract.

Payment shall be through NEFT/ RTGS and subject to statutory deductions at source and subject to availability of funds after the bills are passed by the competent authority.

The contractor should furnish the GST registration Number, and PAN number on the bill as applicable. GST should be shown separately in the Bills and the same will be paid as per the prevailing rate of GST as announced by the Government from time to time. Proof of payment of GST should be produced before the undersigned whenever asked for it. The contractor should provide a copy of the GST registration certificate and the GST registration number to claim the GST. The GST Number of the vendor and the recipient of the service viz., BSNL has to be reflected on all the bills received from the contractor for availing GST.

The billed amount will be paid after satisfactory completion of work. The bills of the contractor will be paid after deduction of the statutory taxes as applicable, after certification of satisfactory completion of work by the concerned SDEs/DEs.

The bills are to be submitted in triplicate and in the manner and form that may be prescribed by the AO(Plg). The payment will be through ECS/NEFT/RTGS for the amount passed in the bill. The contractor should submit the mandate form for this purpose along with the Agreement while entering into the Contract.

The contractor should produce the details of recoveries made towards each of the engaged in respect of EPF/ESI, GST etc. of the previous month along with the paid receipt to the concerned organizations to AO(Plg) within one week of remittance of EPF/ESI& GST etc.

#### **EPF/ GST payment:**

The contractor shall be liable to meet and fulfill the provisions of EPF & Misc. Provision Act 1952, Employees Provident Fund Scheme 1952 and Employees State Insurance Act, if applicable.

The Contractor should pay the EPF monthly premium due for workers engaged by him for the contract work, to nearby EPF offices preferably in Andhra Pradesh state and submit the list containing the name of the workers, their EPF No. and amount to this office, along with copy of payment challans.

The vendor shall strictly comply with all the statutory provisions of GST Laws.

GST shall be paid to the Government by the vendor within the stipulated due date. The GST Returns should also be filed within the stipulated due date.

Copy of the GSTR1 containing the details of Invoices should be submitted immediately after uploading of the same.

**The Bill submitted by the contractor must accompany:**

List showing the details of labourers/employees engaged.

Duration of their engagement.

The amount of wages paid to such laborers/employees for the duration in question along with cheque/RTGS/ NEFT details.

Amount of EPF contribution ( both employers / employees contribution ) for the duration of engagement in question, paid to the EPF authorities as applicable.

Copies of authenticated documents of payments of such contribution to EPF authorities.

A declaration/ undertaking from the contractor regarding compliance of condition of EPF Act, 1952.

It is mandatory that while submitting the bills (right from 2nd bill ) proof of payment of EPF/ESI, GST contribution ( For the 1st bill ) to the concerned authorities depending upon the number of contract labour engaged should be enclosed along with the bill. If no proof of having Registration with EPF Commissioner and the EPF Code Number obtained is submitted along with the bill and payment of EPF contribution, is enclosed, the bill will not be accepted and returned summarily.

Any breach of the above conditions by the contractor the work will be cancelled and the EMD/Security Deposit paid will be forfeited at any stage. BSNL will not pay any compensation to the concerned contractor. The contractor will be debarred for further participation in the concerned contract.

**Fair wages:**

The contractor shall submit the list of his employees engaged by him every month for the purpose of BSNL.

The contractor will pay as per minimum wages act on or before 7th of every month through issuing individual account payee cheques /NEFT. Wage slips for every month is to be issued. Wage disbursement sheet should be submitted in original duly signed by respective contract labours and certified and signed by contractor in the presence of controlling officer. The payment of wages to the contract labour is delinked with settlement of contractor bill. The contractor will submit the Bank Account numbers of all labours to the principal employer along with the first bill.

The Contractor has to issue IDENTITY CARD.

In respect of all workforce directly or indirectly engaged in the works for performance of the contractors party of his agreement, the contractor shall comply with or cause to comply with Regulations made by Government from time to time in regard to amounts paid deductions made recovery not paid and deductions unauthorized made, maintenance of books or slips, publications of sale and other terms of engagement or workforce, inspection and submission of periodical returns and other matters of like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central Rules 1971 wherever applicable.

As required by Rule 29 of the R&A (Central) Rules 1971, it is obligatory for the contractor to maintain register of wages. The contractor shall obtain the signature, or the thumb impression of the worker concerned against the entries relating to him on the register of wages and the entries shall be authenticated by the initials of the contractor or by authorized representatives and shall also be duly certified by the authorized representative of the principal employer in the following format.

“Certified that the Cheque No. \_\_\_ for Rs. \_\_\_ shown in Col. No. has been paid to the workmen concerned in my presence on (date) at (place).”, if applicable.

A certified copy of the wage register should be submitted to the AGM (ADMN) within one week of remittance of EPF/ GST & ESI wherever applicable

The AGM or his subordinate officers concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by the workforce or by reasons of fulfillment of the conditions of the contract for the benefit of the workforce, non-payment of money or deductions made from payment of the workforce which are justified by the terms of the contract of non-observation of the regulations.

The contractor shall comply with the provisions Payment of Wages Act 1936, Minimum Wages Act, 1948, Employees Liability Act 1947, Maternity Benefits Act 1961, and the Contract Labour (Regulations& Abolitions) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The Contractor shall indemnify BSNL against payments made under and for the observance of the Laws aforesaid. Regulations aforesaid shall be deemed to be a part of the contract and any breach shall be deemed to be breach of contract.

**Other welfare measures for workforce:** The Contractor shall not assign or sublet his contract or so to do or become insolvent or commence any proceedings or make any compositions with his credit attempt to do so or if any bribe, the gratuity, gift, requisite reward or advances pecuniary or otherwise shall either directly or indirectly be given, promised by the contractor or any office servants or agents to any public officer or person in the employment of government in and any relating to his officer or employment, or of any such officer the person shall become in any way directly or indirectly interested in the contract, the officer in charge on behalf of the BSNL shall have the power to adopt any of the courses as he may deem best suited in the interest of BSNL.

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of BSNL without reference to the actual loss or damage sustained, and whether or any damage has been sustained.

The contractor shall comply with all the provisions of Minimum Wages Act 1948, Contract Labour (R&A) Act 1970 and rules framed and other labour laws affecting labour that may be brought into force from time to time.

No labour below the age of EIGHTEEN YEARS shall be engaged on the job.

#### **9. Penalty clause:**

BSNL shall have the right to impose penalty, for any unsatisfactory/non-performance of service under noted penalty on the Service Provider

If the work performed by the Service Provider is not found up to the satisfactory level by way of indiscipline, delay in service etc., deductions shall be made as certified by the departmental head of the concerned unit. His/her decision will be final & binding upon the Service Provider subject to minimum deduction of **@ Rs.1000/-per incident.**

A penalty of one and half day's salary/wage will be levied for everyday of non providing service, applicable to the unit of manpower in question, for each unit of non supply of man power. However, GMTD BSNL, Vijayawada may waive off the penalty under deserving circumstances at his discretion.

#### **10. Rescission/Termination of Contract:**

**Circumstances for rescission of contract:** Under the following conditions the competent authority may rescind the contract. If the contractor commits breach of any item of terms and conditions of the contract.

Upon rescission of the contract, **the security deposit of the contractor shall be forfeited** and shall be absolutely at the disposal of the BSNL. This forfeiture of SD will not be applicable in case of Optional Termination by BSNL (Other than due default of the contractor).

Upon rescission/termination of the contract, the contractor shall be debarred from participating in the same tender for a period of one year from the date of issue of rescission order, in case the Breach of Contract is committed. This debarment will not be applicable in case of Optional Termination by BSNL (Other than due default of the contractor).

**11. Termination for Insolvency:** The BSNL 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. Upon termination of the contract, the security deposit of the contractor shall be forfeited.

**12. Issuance of Notice:**

The **Asst General Manager(HR/A)** 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 show 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 AGM shall submit a draft of final notice along with a detailed report to the competent authority, which had accepted the contract.

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:

**13. Indemnities:**

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 diet) and all costs incurred in endorsing this or any other indemnity of 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 proceedings. 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. The contractor must indemnify BSNL in any loss or damage caused to BSNL vehicles due to negligence or rash driving during performance of duty by the drivers. Contractor shall be responsible providing all statutory benefits to the persons employed by the contractor like EPF & ESI etc. as applicable. 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.

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.

#### **14. Force Majeure:**

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, civil 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 a may come to an end or cease to exist, and the decision of the BSNL as to whether the work have seen 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.

Provided also that if the contract is terminated under this clause, the BSNL shall be at liberty to take over from the contractor at a price to be fixed by the BSNL, 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 may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the BSNL elect to retain.

#### **15. Arbitration:**

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 which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, A.P 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, A.P or by whatever designation such officers may be called (herein after referred to as the said officer) and if Chief General Manager, A.P or the said officer is unable or unwilling to act as such to the sole arbitrator 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 matter to which 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 of vacating his office or being unable to act 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 which it was left out by his predecessors.

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.

The venue of the arbitration proceeding shall be the Office of the Chief General Manager, A.P, Vijayawada or such other Places as the arbitrator may decide. The following procedure shall be followed:

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

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

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

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

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

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

The Arbitrator shall not entertain claims in the nature of ex-gratia payments, as these are not contractual.

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

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.**

16. **SET OFF:** Any sum of money due and payable to the contractor (including security deposit refundable to him) under the contract may be appropriated by the BSNL or the govt. or any other person or persons contracting through the "Govt. of India and set off the same against any claim of the BSNL or Govt. or such other person or persons of payment of a sum of money arising out of this contract made by the Contractor with BSNL or Govt. or such other person or persons contraction through BSNL/ govt. of India.

## SECTION-5 PART-B

### Special Conditions of Contract (SCC)

#### 1. GENERAL:

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

The BSNL reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.

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

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

**Bid will be evaluated on the basis of lowest quoted rate for establishment charges / profit margins only, as all the other items in the wage structure are mandatory as per statutory guide lines.**

If at any time after the commencement of the work, the BSNL may feel that execution of whole or part of work, as specified in the Bid is not required to be carried out, then the BSNL shall give notice in writing or 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.

Whenever any claims against the contractor for the payment of a sum of money arise out of or under the contract, the BSNL 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/Final bill pending against any contract with the BSNL, 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 thereafter may become due to the contractor under this or any other contract with BSNL. Should this sum be not sufficient to cover the full amount recoverable the contract or shall pay to BSNL on demand the balance remaining due.

No official employed in BSNL is allowed to work as a contractor for a period of one year after his retirement from BSNL service without the previous permission of BSNL. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such person who had not obtained the permission of BSNL as aforesaid before submission of the engagement in the contractor's service as the case may be. Under the above circumstances, such contractor shall not claim any type of relief or remedy of whatever nature from the BSNL for his illegal act. The contractor shall ensure that all the persons employed by him shall be efficient, honest and conversant with the nature of work.



That the persons to be engaged are adult workers who have attained the age of 18 and in good physique and sound health and holding a minimum educational qualification to discharge the responsibility of work bestowed on them.

The contractor shall be responsible for providing all statutory benefits to the personnel employed by him like EPF, ESI etc, as applicable. That the monthly contributions on account of EPF & ESI etc. as applicable under relevant rules for engagement of the persons will be paid by the Service Provider from time to time to the appropriate authorities and the receipt thereof would be produced to Bharat Sanchar Nigam Ltd, Vijayawada on month to month basis before clearance of dues of a particular month. If yearly/yearly ESI/PF Returns should be ensured within the due date and submitted for verification.

That the Service Provider shall ensure and keep insured its personnel so deployed in the premises of Bharat Sanchar Nigam Ltd, Vijayawada against all liabilities for death and injury what so ever on account of any accident in course of performing the assigned job. The Company will not be responsible and not to be held liable for any such death or injury or accident to employees and other personnel deployed by the Service Provider. The contractor shall be responsible for all injuries and accidents caused to persons employed by him or to third parties because of accidents or any other reasons. The contractor shall be solely responsible for the redressal of grievance / resolution of disputes relating to manpower deployed. BSNL shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any manpower deployed by contractor in the course of their performing the functions / duties, or for payment of any compensation. In the event of Bharat Sanchar Nigam Ltd., Vijayawada is made liable to pay any damage or compensation in respect of such employees, the Service Provider shall reimburse to Bharat Sanchar Nigam Ltd Vijayawada Such damage or compensation on demand by Bharat Sanchar Nigam Ltd, Vijayawada.

Obligation of Service Providers to be adhered to:

- Obtain Labour License at his cost from the appropriate Licensing Officer.
- Employment Card as per Rule 76 of Contract Labour (R&A) Act.
- Appointment Letter to his employee.
- In addition to weekly off 03 paid National Holidays viz Republic Day, Independence Day, Gandhi Jayanthi, shall be admissible to the workmen of the Service Provider as leave with wages, which is to be extended by the Service Provider.
- Maintain all records and Registers required under the Law.
- Remit Provident Fund contributions within the due date in prescribed forms as applicable.
- Obtain insurance cover in respect of his staff at his own cost.
- Deposit ESI Contribution within the due date with appropriate authority as applicable.
- Submit challans of EPF & ESI contributions every month.
- Provide wage slip each month to his employee.
- Ensure payment as per Minimum Wages Act 1948 (as revised time to time by the appropriate Govt.) in the presence of authorized representative of management.
- Submit EPF & ESI Monthly/Half Yearly/Yearly Returns & Inspection report.
- Maintain Attendance Register in respect his workers deployed in Bharat Sanchar Nigam Ltd, Vijayawada.
- The Wages of workmen of a month are to be paid by the 7<sup>th</sup> of the following month.
- Submit duly signed and stamped declaration as per standard proforma enclosed with NIT with monthly bill.
- Compliance to GST Laws.

In the event of the contractor being, adjudged 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 AGM BSNL Vijayawada has the power to terminate the contract without any notice.

Without prejudice to any of the rights or remedies under this contract, if the contractor dies due to

any reason, the GMTD, BSNL, Vijayawada on behalf of the BSNL can terminate the contract without compensation to the contractor. However the GMTD, BSNL, Vijayawada 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 the GMTD, BSNL, Vijayawada shall be the final.

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 as 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.

**2. Interpretation of the contract document: -**

The representative of the GMTD, BSNL, Vijayawada and the contractor shall in so far as possible by mutual consultation, try to decide upon the meaning and intent of the contract document. In case of disagreement the matter shall be referred to the GMTD, BSNL, Vijayawada 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.

**3. Quality of Work:** The BSNL shall be the final judge of the quality of the work and the satisfaction of the BSNL in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the BSNL and / or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding 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 the GMTD, BSNL, Vijayawada 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.

**4. Loss or Damage:** BSNL is not responsible and shall not pay the loss or damage if caused to contractor's persons / materials during carrying out of the contract. The contractor himself has to make good the loss/damage at his own cost. In the event of any loss / damage being occurred to the property in the premises of O/o GMTD Vijayawada on account of willful negligence of the contractor's employees, the contractor shall make good such loss / damage to O/o GMTD Vijayawada either by replacement of the material / equipment or payment of compensation.

**5. Taxes and Duties:** Contractor shall pay all rates, levies, 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 from and against the same or any default by the contractor in the payment thereof.

**6. Labour welfare measures and workman compensation:**

**Workmen's Compensation:** In every case in which by virtue of provisions of Section 12, Sub-section (i) of the Workmen's Compensation Act, 1923 BSNL is obliged to pay compensation to a workman employed by the Contractor, in execution of the works. BSNL will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of the BSNL under Section 12, Sub-section (ii) of the said ACT, BSNL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by BSNL to Contractor whether under Section -12, Sub-section (i) of the said Act, except on the written request of the Contractor and upon his giving to BSNL full security for all costs for which BSNL might become liable in consequence of contesting such claim.

### **Obtaining License before commencement of work:**

The contractor shall obtain a valid labour license from the Asst. Labour Commissioner Vijayawada, under the Contract Labour (R&A) Act 1970 and the Contract labour (Regulation and Abolition)

Central Rules 1971, before commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

Subject to the provisions of the Contract Labour (Abolition and Regulation Act, 1970) as amended from time to time, the contractor shall not commence actual work unless he produces a receipt from the concerned Licensing Authority that he has applied for licensing authority, which may be produced within the period of 15 days of commencing the work.

### **EPF and Misc. provisions Act 1952 :**

The contractor shall comply with all provisions available towards fulfillment /Compliance of the provisions of EPF and Misc. provisions Act 1952 and employees Provident Fund Scheme 1952 in respect of Labourers / Employees engaged by them for performing the works of BSNL.

Each Claim bill of the Contractor must accompany i) the list showing the details /Employees engaged, ii) Duration of their engagement, iii) Amounts of wages paid to such employees / labours for the duration in question, iv) amount of EPF Contributions(both employer's & employee's contribution) for the duration of engagement in question, paid to the EPF Authorities, v) Copies of authenticated documents of payment of such contribution to EPF authorities and vi) **a declaration form the contractors regarding compliance of the conditions of EPF Act, 1952.**

### **Contractors Labour Regulations:**

#### **Working Hours:**

Normally working hours of an employee should not exceed 8 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day. The contractor shall give the services on all days if required under the provision of emergency during the period of contract.

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.

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

**Display of Notice Regarding Wages Etc.:** The contractor shall, before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clear and legible condition in conspicuous places on the work, 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.

#### **Payment of Wages:**

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

No wage period shall exceed one month.

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

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.

All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wages period, final payment shall be made within 48 hour of the last working day.

**Submission of Returns:** The contractor shall submit periodical returns as may be specified from time to time.

7. **Insurance:** Without limiting any of his other obligating or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the persons engaged.
8. **Compliance with laws and regulation:** During the performance of the works the contractors 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.

## SECTION- 6 PART-A

### Scope of Work and Jurisdiction of Contract

#### 1. Job Description of Skilled Services (Driver) of temporary nature :

The Scope of work of **For Providing the Skilled Services** of Temporary Nature with valid driving license for **driving the BSNL vehicles (LMV) SUCH AS Suzuki Swift Dzire/ TATA SUMO/Ambassador etc** coming under the jurisdiction of General Manager Telecom District, BSNL, Vijayawada-520004 involves the following :

Sl. No	Content of services	Requirement
1.	Service	<b>For providing the Skilled Services</b> of Temporary Nature with valid driving license for <b>driving the BSNL vehicle (LMV) such as Suzuki Swift Dzire / TATA SUMO/ Ambassador etc</b> coming under the jurisdiction of General Manager Telecom District, BSNL, Vijayawada-520004.
2.	Period of contract	Under normal circumstances the contract shall be valid for a period of <b>one year</b> from date of issue of work order. However contract may be extended for further period of <b>One year</b> if agreed by the contractor and BSNL on the same rates, terms and conditions after ensuring competitiveness of the rates.
3.	Quantity	Estimated number of Skilled services (Drivers) to be hired is 03 <b>(Three only)</b> However it should be clearly noted that BSNL shall place the order only as per the actual requirement from time to time.
4.	Duty hrs.	8+1, Extra one hour will be utilized for lunch break. Eight hours per day (Preferably between 09:00 to 18.00) on all days of month except weekly Off. However actual hours to be deployed shall be specified by users of the vehicle. Overtime if any, will be paid at Rs.50/- per hour, subjected to a maximum of 20 hours per month.
5.	Notice period	I) For regular requirements one day in advance II) In emergency conditions within 15 minute on telephonic notice. III) Telephonic intimation shall be considered as notice.
6.	Reporting Place	Any place within the jurisdiction of principal Employer (GMTD VJ) as prescribed in Section- I/1. Actual place of reporting shall be specified by users of vehicles.
7.	Penalties	I)In case of non-availability of Motor Driver during normal duty, extra hours, night hour's, penalty of Rs. 350/- per day shall be imposed in addition to deduction of wages at pro-rata basis for that day.
8.	Special requirements	1.Intending bidder must have telephone/mobile connection. Where requisition of Motor Drivers can be conveyed all the 24 hrs. 2.Telephone& Mobile No. must be conveyed to user of vehicle. 3.Intending bidder should arrange issue of proper Identity Cards after verifying the antecedents of his drivers.

## SECTION- 6: PART-B

### Locations details

(These are proposed locations and tentative nos. of services. These may change as per actual requirements of BSNL from time to time)

#### LIST OF LOCATIONS

Sl. No	Name of the unit office	Required No.of Units of Skilled services @ 8 hours for 26 days	EMD Amount to be paid in Rs.	DD Details
1	Office of GMTD, BSNL, Vijayawada	For B Area :03	15,750/-	

## SECTION-7

### PART-A

#### Agreement Specimen

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand fifteen between the BHARATH SANCHAR NIGAM LIMITED here in after called the BSNL Which expression shall unless excluded by or repugnant to the context include his successors and assignees on the one part and \_\_\_\_\_ having its registered office at \_\_\_\_\_ (acting through its constituted Attorney) herein after called the "Contractor" (Which them shall include their heirs, executors, successors and assignees) on the other part.

WHEREAS THE Bharat Sanchar Nigam Limited is desirous of getting executed certain works namely \_\_\_\_\_

AND WHEREAS the contractor is ready and willing to execute the said works in accordance with the terms of the agreement.

NOW THIS AGREEMENT WITNESSTH and it is here by declared as follows:

1. All the Terms and conditions of the Tender document No... ..... Dated ..... And the instructions to tenderers, conditions of Agreement, construction-specifications, guide lines to the contractors, Letters of Intent (provisional acceptance) no. .... dated . . . ( along with its enclosures) annexed here to and such other additional particulars, instructions, drawings 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 ``Agreement" or "Documents of Agreement" wherever herein used.
2. In consideration of the payments to be made to the contractor for the works to be executed by him the agency hereby covenants with the Bharat Sanchar Nigam Limited that the Agency shall in accordance with the agreement documents duly provide execute and complete the said works and shall perform all other acts deeds matters and things in their agreement mentioned or described or which are to be implied there from or may reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms and conditions of stipulations mentioned in the Agreement.
3. In case the contractor fails to complete the work in the stipulated time limit and also in case of unsatisfactory performance, he is liable for the penalty as per the terms and conditions of the tender.
4. The contractor shall follow the Labour Rules and Regulations, Minimum Wages Act and the EPF Rules Regulations. If the declarations given by the contractor in r/o EPF & THE Labour License are found false on any date after the acceptance of the tender, the contractor is liable to pay the charges and penalties as imposed by the EPF / Labour Authorities. Any liability towards EPF, Minimum wages, Workmen"s compensation in execution of this Tender Agreement rests entirely with the contractor only. In any case, if the liabilities arise, the same will be recovered from the contractor either from his bills or from his EMD / SD / Performance Security Deposit.
5. In consideration of the due provisions executions and completion of the said works Bharat Sanchar Nigam Limited hereby agrees with the Service Agency that the Bharat Sanchar Nigam Limited will pay to agency the respective amounts for the work done by the Agency and such other sum (s) as may become payable to the Agency under the provisions of the Contract.
6. The rates accepted are as below:
7. All the terms and conditions mentioned in the tender document NIT No. VTD/Genl/Motor Driver/Hiring/Tender/2019-20/01 dated:27.02.2020 shall form the part of this agreement.

In witness whereof the parties presents have here into set their respective hands and seals the day and year in \_\_\_\_\_

**The tender is valid for One year from..... to .....**

IN WITNESS where of the parties here to have executed these presents the day month and the year first above written.

Signed on behalf of the  
GMTD, BSNL, Vijayawada (With Seal)

Signed by/on behalf of the  
Successful Tenderer.

Witness: Witness:  
Signature: Signature:

Name & Address: Name &Address:



**UNDERTAKING**

**(TO BE SUBMITTED BY THE SERVICE PROVIDER along with each monthly bill for compliance of the provision of Contract Labour (Regulation & Abolition) Act, Rules and other laws as applicable)**

I.

.....S/o.....

Proprietor/partner/Director of....., do hereby declare and undertake as under:-

1. That in the capacity of independent Service Provider by M/s .....  
(Description of Principal Employer) against work order no ..... dated ..... I have complied with the provisions of Contract Labour (R&A) Act, 1970 in holding a valid license under the Act and Rules thereto. I have paid the wages for the month of ..... To all my employees and no dues are payable to any employee.
2. That I have covered all the eligible employees under the Employees Provident Fund and Miscellaneous Provision Act and the Employees State Insurance Act and deposited the contributions under our code number for the following months and as such no amount whatsoever is payable.
3. It is certified that the PF Challan for Rs. ....and ESI Challan for Rs..... enclosed with my bill pertains to my workers whose name are appearing in the wage sheet for the month .....
4. I further declare and undertake that in case any liability pertaining to my employees is to be discharged by the Principal Employer for my lapses, I undertake to reimburse the same or the Principal Employer is authorized to deduct the same from my dues as payable.

**The Service Provider**

**Authorized Signatory**

**M/s -----**

**(with rubber seal)**

## SECTION-7

### PART-B

#### Proforma for Security Deposit / EMD (on Non-Judicial Stamp Paper)

In Consideration of the BSNL acting through O/o **GMTD, BSNL, Vijayawada** (hereinafter called "the beneficiary") having agreed to exempt \_\_\_\_ (Name & Address of Contractor) \_\_\_\_ (hereinafter called "The said Contractor") from the demand under the terms and conditions of provisional Acceptance/Approval letter No. \_\_\_\_\_ dated \_\_\_\_\_ given by the beneficiary to the said Contractor, for the Tender No. \_\_\_\_

\_\_\_\_\_ dated \_\_\_\_\_ for Supply/work of \_\_\_\_\_ (hereinafter called "the said tender terms"); of performance security deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Tender terms on production of a Bank guarantee for Rs. (in words Rs. Only); We \_\_\_\_\_ Name & Address of Bank \_\_\_\_\_, (hereinafter referred as the "Bank") at the request of the Contractor do hereby undertake to pay to the beneficiary an amount not exceeding Rs. \_\_\_\_\_ (in words Rs. \_\_\_\_\_ Only) against any loss or damage caused to or suffered to or would be caused to or suffered by the beneficiary by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Tender terms.

2. We, \_\_\_\_\_ Name & Address of Bank \_\_\_\_\_ do hereby undertake to pay the amount due and payable under this guarantee without any demure, merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the beneficiary by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Tender terms or by reason of the Contractor failure to perform as per the said Tender terms. If the Contractor is unable to keep stores issued to him, properly, i.e. the store provided to the contractor, by the BSNL are damaged **or** the stores issued to the contractor by the BSNL are stolen **or** the Contractor is not able to provide proper account of the stores issued to him/her/them by the BSNL. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (in words Rs. \_\_\_\_\_ only).

3. We, Name & Address of Bank undertake to pay to the beneficiary any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court and tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and Contractor shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ Name & Address of Bank \_\_\_\_\_, further agreed that the guarantee herein contained will remain in full force and effect during the period that would be taken for the performance of the said Tender terms and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said Tender terms have been fully paid and its claim satisfied or discharged or till the beneficiary certifies that the terms and conditions of the said Tender terms have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee. The demand if any for payment under the terms of this contract shall be made by the beneficiary within the said period of (date of expiry of warranty) only. The beneficiary may enforce the right pursuant to such demand in any court or tribunal in accordance of law.

5. We, \_\_\_\_\_ Name & Address of Bank \_\_\_\_\_, further agreed with the beneficiary that the beneficiary shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary the terms and conditions of the said Tender terms or to extend time of performance by the said Contractor from time to time or to postpone for any time or time to time any of the powers exercisable by the beneficiary against the said Contractor and to forbear or enforce any of the terms and

conditions relating to the said Tender terms and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said Contractor or by the any such matter or thing whatsoever which under the law relating to sureties would but for the provisions have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or of the said Contractor.

7. We, \_\_\_\_\_ Name & Address of Bank \_\_\_\_\_, lastly undertake not to revoke this guarantee during its **currency and even after expiry** without the previous consent of the beneficiary in writing.

Dated \_\_\_\_\_

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

**SECTION-8 PART-B**

**Mandate form for transfer of payment through Electronic Fund Transfer**

To,  
The GMTD,BSNL, Vijayawada.  
.....

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

Name of the Vendor/Account Holder
Address of the Vendor with PIN code
Contact No.
Bank Name
Bank Branch Name &Address
Account Number
Type of Account
IFSC Code (11 digit)
PAN of the Vendor
Type of PAN
GST Regn. No.
Copy of the Cheque & PAN card
Enclosed (YES / NO )

The information furnished above is correct.

SIGNATURE OF BIDDER

DATE:

SECTION-9

FINANCIAL BID- PRICE SCHEDULE (BOQ)



भारत संचार निगम लिमिटेड  
(भारत सरकार का उपक्रम)  
BHARAT SANCHAR NIGAM LIMITED  
(A Govt. of India Enterprise)

Office of The General Manager, Telecom District, BSNL,  
Chuttugunta, BSNL Bhavan, Vijayawada-520004

FINANCIAL BID

for

“Providing of Hired Services of Temporary Nature Skilled Services (Drivers) in the offices coming under the jurisdiction of General Manager, BSNL, Vijayawada-520004”

NIT No. VTD/Genl/Motor Driver/Hiring/Tender/2019-20/01 dated at VJ the 27.02.2020

Name of the Bidder.....

**PRICE SCHEDULE**

**Rate Quoted for Skilled services for category B Area.**

SI No	Description of item	In figures (Rs.)	In words (Rupees)
	Skilled services B Area		
1	Consolidated wage per driver per month. (without GST)		