

TENDER NOTICE

No. G-13/URS/Tender/2009-10/ Dated at KWR the 04-09-2009.

BSNL, Karwar, invites WAX SEALED TENDER for providing UPKEEP SERVICES in Uttar Kannada Telecom District, in the Telecom. Units of Karwar Telecom. District, for the year 2009-10.

Contact Telephone No. (08382) 226552/228712

**Asst. General Manager(Admn)
O/o General Manager Telecom, UK Telecom District
BHARAT SANCHAR NIGAM LIMITED
KARWAR - 581 301
*Connecting India***

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
UTTAR KANNADA TELECOM DISTRICT
MBM EXCHANGE COMPOUND, KAJUBAGH,
KARWAR – 581 306.

OPEN TENDER DOCUMENT
For
PROVIDING UPKEEP SERVICES IN UKTD

ISSUED TO:

M/s. -----

Tel. No.

Particulars of payment
towards cost of Tender Form

Date of issue :

Signature of Issuing Officer
With Designation

Cost of Tender Document Rs. 1125/- (including ST)by way of
DD drawn in favour of 'BSNL UKTD' Karwar to be submitted
along with the completed tender document.

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DOCUMENTS

SECTION - I

NOTICE INVITING TENDER

OFFICE OF ISSUE	Office of the General Manager, Uttar Kannada Telecom. District, Kajubagh, KARWAR - 581 301
TENDER ITEM	PROVIDING UP-KEEP SERVICES
TENDER No. & DATE	No. G-13/URS/Tender/2009-10/1 Dated at Kwr-01, the 03-09-2009.
TENDER DOCUMENTS AVAILABLE FROM	Sub Divisional Engineer (Genl) office of the General Manager, Uttar Kannada Telecom. District, Kajubagh,, KARWAR - 581 301

**On production of cash receipt paid at Cash Counter
of the Accounts Officer (Cash) O/o General Manager
Telecom, Kajubagh,, Karwar - 581 301.**

OR

Download from the website www.karnataka.bsnl.co.in

BID SECURITY :	Rs.1,00,000/- (Rupees One Lakh only) BY D/D in favour of "BSNL UK TD Karwar" payable at Karwar.
COST OF TENDER DOCUMENT	Rs. 1125/- (Rupees One Thousand One Hundred Twenty five Only)

Tender document Issued from	1100 hours	05-09-2009
Tender document issued up to	1600 hours	26-09-2009
Last date of receipt of Tender Document	1300 hours	28-09-2009
Date of Opening	1500 hours	28-09-2009

SECTION – II

1. INSTRUCTIONS AND GUIDELINES TO TENDERERS

The tenderers must carefully read all the Terms & Conditions and job specifications before filling up the tender schedule and his quotations. 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 of the tender. Any clarification can be had as mentioned in para 4.

2. BRIEF DISCRPTION OF THE SERVICES

The following are the jobs in brief, to be undertaken.

Upkeep jobs of works such as keeping the engines, battery, power plant, Xerox machines, FAX Machines, UPS, roneo machines, computers, cables, materials, records, office premises, etc. clean and tidy.

NOTE : The rates to be quoted for the upkeep jobs shall be for a unit of EIGHT hours a day per month.

3. The prospective bidders are advised to make a detailed study of the jobs, for which they are bidding and familiarize themselves with the nature of the jobs, so that the rates quoted take all factors into consideration.
4. Any clarification on the details of the jobs can be obtained from the SDE(Genl), O/o GM Telecom, Karwar - 581 301.
5. The contractors who are confident of executing the jobs in time only may participate in this tender offer. Contractors who are bidding for the job should have the necessary expertise.
6. The jobs are being awarded separately for the URBAN AREA and RURAL AREA, though the Terms, Conditions and specifications are the same. The rates are to be quoted for upkeep services category in the schedule, pertaining to that area i.e. URBAN/RURAL division falling in URBAN & RURAL districts. The tenderer can quote one area or both areas, but should have quoted for upkeep services in the area he prefers to quote.
7. Earnest Money Deposit / BID SECURITY as prescribed, to be in the form of Demand Draft drawn on any of the Nationalized or Scheduled Bank at Karwar, in favour of “BSNL UKTD” KARWAR should accompany the tender.

Signature of the tenderer

8. It is possible while evaluating the tender, the same contractor is the successful tenderer for more than one area. In such cases, jobs in more than one area may be awarded to the contractor only if GM, UKTD, Karwar is satisfied that the contractor has the capacity and resources to commence the jobs in both the areas simultaneously and complete the work in both the areas on schedule. After having been declared as successful tenderer, for more than one area, the contractor will have the option to accept the work in one area, or both the areas simultaneously. But, the award of job of more than one area to the same contractor will be at the sole discretion of the GM Telecom.
9. The GM Telecom, Karwar has full discretion to award the job in a particular area to a contractor, who may not be the lowest tenderer for that category / area. Similarly, more than one tenderer can be awarded the job in the same area.
10. Though tender for each area is treated as independent of each other, this is subject to the condition in the paragraph just preceding and the GMT, Karwar will have full authority to award the jobs according to the Departmental requirement.

11. SALE OF TENDER DOCUMENTS :

Each complete set of tender document is priced at Rs. 1125/- (Rupees One Thousand One Hundred Twenty five only). The tenderer is expected to return the original copy of the full tender document with his signature in each page along with his tender.

12. SUBMISSION OF TENDERS:

- a) Tenders duly completed should be placed in wax sealed covers superscribed "TENDER FOR UPKEEP SERVICES" and addressed to Shri. A.V.Anvekar, AGM(Admn), O/o GM Telecom, Karwar - 581 306.
- b) Tenders received in covers not sealed will not be opened or considered.
- c) Closing the cover by gum will not be treated as sealed cover. The cover should bear the seal of the Tenderer over sealing wax properly fixed on the cover.
- d) If tenders are sent in two covers, both the inner and outer covers are to be Sealed as mentioned above.
- e) The bids should be submitted in 2 covers, the cover 'A' superscribed as "Technical Bid" shall contain documents establishing bidders eligibility as per Clause 28 & 29 of section II and the cover 'B' superscribed as "Financial Bid" shall contain only the rates quoted by the contractor as per section IX.

13. PROCEDURE TO OPEN AND EVALUATE THE TENDER:

1. The tenders will be opened in the presence of the tenderers who may be present at the time of opening of the tenders. Only one representative per tender shall be allowed to be present during the opening of tender.
2. The documents submitted in envelope 'A' shall be examined by the tender opening committee. If the tenderer is found eligible as per eligibility criteria as stipulated in the tender documents tender document in envelope 'B' shall be considered for opening . If the documents submitted do not pass the eligibility criteria, the tender offer contained in envelop 'B' of the said tenderer shall be excluded from consideration. Tenderers are therefore advised to see that they submit the bids only when they are surely eligible to participate in the bid .

Tender shall be evaluated by an Evaluation Committee set up by General Manager Telecom, Karwar. The evaluation Committee shall consider the lowest rates based on profit margin quoted by the tenderer who will be called for negotiation and negotiated rates of L-1 tenderer will be recommended for acceptance.

14. Tender will be accepted and contract will be finalised only with those of the Tenderers who, in the opinion of the GM Telecom, Karwar are having the capacity and resources to execute the work assigned in the prescribed time.

Signature of the Tenderer

15. Other conditions remaining same, experience for doing similar job will be given due consideration for finalizing the tender. It will be the discretion of the GM Telecom, Karwar to award the job to any contractor. If the GM Telecom, is satisfied that the contractor is capable of executing the job without previous experience, the assessment of the GM Telecom as regards the capacity and resources of any contractor to undertake the work shall be final.
16. The GM Telecom reserves the right to award the job of any area fully or partly to any contractor/contractors with L-1 rates. He will also have the discretion to get the job done in any part of an area, Departmentally or through the agency of any contractor, if it is considered to be in the interest of the BSNL.
17. The successful tenderer, after depositing the required Security Deposit as demanded by GM Telecom will have to execute an agreement in non-judicial stamp paper of Rs.50/- (Rupees fifty only) as at SECTION VI. The cost of the stamp paper is to be borne by the contractor and he shall be bound by the terms and conditions in the agreement, which in turn will be the same terms and conditions as mentioned in the tender document.
18. The contractor should certify and affix his signature on each and every page of the tender document and return it along with his acceptance of each of the condition specified on each page of the tender document.
19. Any attempt for negotiation directly or indirectly on the part of a tenderer with the authority to whom he has submitted the tender or the authority who is competent finally to accept it after he has submitted his tender or endeavours to secure interest for actual or prospective tender or to influence by any means, to accept a particular tender will render the tenderer liable to be excluded from consideration.
20. The tender will be bound by all terms, conditions and specifications as detailed in the tender document.
21. Any tender with conditions from the contractor other than those specified in the tender document is liable to be summarily rejected.
22. No communication from the contractor in the form of any clarification or information/document lost sight of in the original tender etc. will be given any consideration unless, any clarification has been sought for by the GM Telecom.
23. No tender without the prescribed EMD/BID SECURITY accompanying it will be considered for acceptance.
24. The tender will be cancelled in case of reference as defaulter by enforcement authorities.
25. The completed tenders should be dropped in the TENDER BOX kept for this purpose in the Chamber of SDE(Genl), O/o GM Telecom, Karwar during the normal working days, MONDAY TO SATURDAY, between 1100 hrs to 1600 Hrs except 2nd saturday. The completed tenders should be submitted on or before 1300 hrs of 25-09-2009.
- 26 a) Tenders received either by post or courier service or in person after the specified time will not be opened or considered.
 - b) Tenders sent by post, if delivered by the post after the expiry of the specified time will only be recorded but not opened or considered. Such tenders will be opened when a request is made by the tenderer to return any Demand Draft Bank

Signature of the Tenderer

Guarantee/Pay Order enclosed as EMD/BID SECURITY. In such cases, the DD/Bank Guarantee/Pay Order will be returned in original. The other documents will be recorded and not returned.

27. DOCUMENTS TO BE SUBMITTED WITH TENDER:

- a) One copy of the complete set of tender document duly filled in and signed on each page and also at every correction/overwriting by the tenderer or otherwise as prescribed in the different clauses of the tender document, in respect of any matter of documents.
- b) A declaration regarding the Tenderer's work and construction, organization including personnel and equipment to efficiently execute the job in time.
- c) Particulars of comparable work executed by the tenderer as contractor recognized by Government and or public sector undertakings. Enclose certified copy of the value of the work awarded by various agencies. and Latest income tax clearance certificate /copy of PAN
- d) Income Tax PAN issued from Income Tax Department .
- e) EMD/BID SECURITY appropriate to the Division quoted for and in the manner specified in the document.
- f) Original "POWER OF ATTORNEY" in case any person other than the tenderer himself has signed the tender.
- g) Authenticated copy of partnership deed in case of partnership firm and power of attorney to the representative of the firm to operate the tender.
- h) The full name and address of the tenderer should be written on the bottom left hand side corner of the sealed cover.
- i) Copy of the recent registration certificate issued by the municipality, Labour Commissioner, ESI & EFP etc. as the case may be (relevant to Karwar SSA).
- j) A declaration to the effect that, no dues to be paid to Law Enforcement Authorities, like, EPF/ESI and no violation was noted by Labour Enforcement Authorities and will abide by the provisions of Contract Labour Regulation and Abolition Act and as amended from time to time.
- k) Experience certificate as per clause 5 of section II issued by an officer not below the rank DE of BSNL or any PSU.
- l) Service tax registration number.
- m) Information as per section VII of bid document.
- n) Declaration as per section VIII of bid document

28. EMD / SECURITY DEPOSIT :

- I. EMD/ BID SECURITY of Rs. 1,00,000/- (Rupees ONE LAKH only) in the form of Demand Draft drawn in favour of 'BSNL UKTD' payable at Karwar should accompany the tender.

Signature of the Tenderer

II. **The successful tenderer shall be required to deposit a Bank Guarantee in the format enclosed** at Section V for an amount equal to 5% of the **TOTAL VALUED TENDER** for Eighteen months and sign an agreement of non-judicial stamp paper of Rs. 50/- (Rupees Fifty only), on completion of which necessary work order will be issued to the contractor from time to time to carry out the job. Rs. 1,00,000/- (Rupees One Lakh only) in respect of EMD/BID SECURITY already paid will be adjusted towards security deposit. If the successful tenderer fails to submit the **Bank Guarantee** within fourteen days time, after finalization of tender, then his EMD/BID SECURITY amount of Rs. 1,00,000/- (Rupees One Lakh only) will be forfeited.

III. The BSNL reserves the right to carry out the job in any manner, different from the terms of this notice, as may be deemed fit, subsequent to the acceptance by the tenderer and failure to comply with that by the tenderer/contractor.

29. CONTRACTOR'S PARTY :

- ❖ The contractor's party should not consist of any one below the age of eighteen years.
- ❖ No one in the Bharat Sanchar Nigam Limited or having interest in this contract should even be engaged or admitted as partner.
- ❖ The contractor has to furnish the list of qualified and experienced personnel on the regular pay rolls including supervisory staff who will be deployed on the job within a week of awarding the contract.

30. RIGHTS OF BSNL :

The GM Telecom,UKTD Karwar reserves the right to extend the contract after the expiry of the period of contract or till such time of finalizing the next tender whichever is earlier, on the same terms and conditions.

31. TENDER SCHEDULE :

The tender schedule to be read in conjunction with instructions and guide lines to tenders, conditions of contract and other tender documents and the tenderer/contractor shall be deemed to have carefully examined all those documents. It is further understood and agreed that the contractor, by careful examination has satisfied himself as to the nature and location of the job, the character of the equipment and facilities needed preliminary to the job, the general local conditions of the site of the job.

32. TENDER SCHEDULE / QUOTATION :

The tenderer will quote the rate both in figures as well as in words, in the proforma given at Section IX. If the rates quoted by any Tenderer are less than the Minimum wages including statutory payment, prescribed by Government, such Tenders will be rejected outright. All columns in the proforma are to be filled up. In case some columns are not applicable, full justification with documentary proof is to be submitted. Decision of the BSNL in this regard, is final & binding.

- (a) The tenderer should quote minimum establishment charges as mentioned in Section IX. The GM reserves the right to reject such tender who quotes Establishment charges below the standard.
- (b) The minimum wages for unskilled labourer as per Govt. of Karnataka as on the date of finalization of the tender will be applicable.
- (c) After awarding the contract the contractor has to produce copies of wage sheets. PF Form No.12 A and 5 along with 2nd month bill.
- (d) PF contributions to be paid in separate challans for Karwar SSA along with Form 12A
- (e) Annual Returns of PF in Form No. 6A (revised) along with Form 3A (Revised).
- (f) The Contractor should ensure that wages are disbursed to the labourers by 7th of the following month without fail.

Signature of the Tenderer

- (g) **As per Payment of Wages Act 1936, the Agency / Contractor has to give an undertaking to the Principle Employer that he abides by all provisions of Labour Act applicable from time to time. Any mandatory additional payment which has to be made out of these provisions have to be quoted separately.**
- (h) **The contractor should remit EPF amount every month as per Rules in force (at present 25.61%) exclusively for Karwar SSA and along with the bill he is required to submit a certificate showing PF account number, Name of the employee, wages paid, Employers and Employees share and total and it should be supported by the copy of receipted challan. (Proforma enclosed in Section X)**

33. All corrections, additions and alterations in the entries and tender papers will be Signed in full by the tenderer, with date. No errors, over writing shall be permissible, unless attested under the signature of the tenderer with date. The tender shall contain the name, address of residence and places of business of person/persons making the tender and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish the full names and addresses of all partners or by a duly authorized representative followed by the name and designation of the person signing. In case the authorized representative, a duly certified copy of the power of attorney, signs it in that behalf shall accompany the tender. In case of partnership firm, attested true copy of the partnership deed must be submitted along with the tender.

34. VALIDITY

Tenders submitted by the tenderers will remain valid for acceptance for a period of one year from the date of opening the tender.

35. REGISTRATION WITH LABOUR COMMISSIONER

Successful tenderer shall register themselves with the Assistant Labour Commissioner (Central) as per Central Labour Act 1972 and Contract Labour Rules 1971 as applicable within **TEN DAYS** after the receipt of letter of acceptance of tender (for Karwar SSA, BSNL).

36. REGISTRATION WITH PROVIDENT FUND AUTHORITY

Successful tenderer shall register themselves with the Provident Fund Authority within 30(Thirty) Days after the receipt of letter of acceptance of tender (for Karwar SSA, BSNL).

37. FORFEITURE OF EMD/SD:

1. If the contractor fails to remit the security deposit within the stipulated period the EMD shall stand forfeited.
2. If the contractor fails to undertake the work allotted within the stipulated period the SD shall stand forfeited.
3. If the contract is abandoned by the contractor the SD shall stand forfeited.
4. If the contract is terminated by the Department due to poor or negligence/misbehaviour/bad act etc of the contractor/his personnel, the Security Deposit shall stand forfeited.

SECTION - III

TERMS & CONDITONS :

Definitions:

(1) The CONTRACT means the documents forming the tender and acceptance thereof and the formal agreement executed between BSNL and the CONTRACTOR together with the documents referred to therein including the conditions of Contract. The Specifications, designs, drawing and instructions issued from time to time by the Officer in charge and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.

(2) In the "CONTRACT", the following expressions, shall unless where the context otherwise required have the same meaning hereby respectively assigned to them.

- (a) The expression "JOB" shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the other works by or by virtue of the CONTRACT contracted to the executor whether temporary or permanent, and whether original, altered, substituted or additional.
- (b) The CONTRACTOR shall mean the individual or firm or Company whether incorporated or not, undertaking the works and shall include the legal personnel representatives or 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 or firm or firms or company.
- (c) The Officer in charge means the Divisional Engineer/ Sub Divisional Engineer/Junior Telecom Officer or any officer on site ,shall be incharge of work at any time or who shall sign the contract on behalf of the BSNL.
- (d) The DEPARTMENT will mean "BHARAT SANCHAR NIGAM LIMITED"

(2) PERIOD OF VALIDITY :

- (i) The rates quoted should be firm and valid for any work order that may be issued within a period of one year from the date of entering the agreement.
- (ii) The tender will be valid for one year from the date of acceptance/awarding of work and the GM reserves the right to extend the tender period for another 6 months in case of exigency after observing the satisfactory performance.

(3) GUARANTEES :

In addition to any and all other guarantees and warranty mentioned in the contract documents, the contractor guarantees the entire work will be done in a satisfactory manner and free from any defects in the workmanship and finish and in conformity in all respects with specifications and directions. The contractor also undertakes to repair or replace as the case may be at his own cost and risk any part of the work which may be damaged so that they may develop any defects due to bad workmanship or otherwise due to fault of the contractor within a period of one month after the written final acceptance of the works by the department.

4. METHOD AND MANNER OF PERFORMANCE :

The contractor shall be an independent contractor and shall be in complete charge for the performance of the jobs and shall perform the jobs in accordance with his own methods and at his own risk, subject to compliance with the contract documents. The contractor shall throughout the stipulated period of the contract execute the jobs in the best and most substantial manner and in strict accordance with the contract documents or such other additional particulars, instructions and drawings as may be found required to be given while carrying out the works, enforce good order. The contractor shall also not engage in respect of the jobs or discontinue to employ in respect of the jobs any work force that the DE / Site Engineer may for any reason object to.

5 INSURANCE :

The contractor shall take Workmen's Compensation Insurance as required by law and undertake to indemnify and keep indemnified the department from against all manners of claims and demands, losses, damages and cost (including between Attorney and client) and expenses that may arise in regard to the same or that the Department may suffer or incur with respect and / or incidental to the same. The contractor shall have to furnish original/attested copies as required by the DE/CAO. The portions of Insurance taken along with the premia receipts and other papers related thereto which the DE/CAO may require.

6. COMPENSATION UNDER THE WORKMEN'S COMPENSATION ACT

The contractor shall be responsible for and shall pay any compensation to his own workmen, payable under the Workmen's Compensation Act, 1923 (VIII of 1923 hereinafter called the said Act) for a injuries otherwise coursed to the workmen. If such compensation is paid by the BSNL as Principal Employer under Sub-section (I) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the BSNL from the amount due to the contractor.

7. SUB CONTRACTOR :

The Contractor shall not assign, sub contract or subject the whole or any part of the works covered by the contract or any benefit thereof.

8. REPRESENTATIVE OF BSNL :

The BSNL shall be represented by the DE/CAO concerned or any other officer authorized, will be in charge of the works. BSNL's representatives in work site shall be the officer in charge or such other representative as the AGM(Admn) may from time to time designate in writing. The Officer in charge and / or his assistant or nominee shall inspect the work of the contractor. Notice given in writing by the contractor or contractor's representative to the officer in charge or the AGM shall be deemed to be the notice given to the Department. Notice given in writing by the officer in charge or the AGM Staff I shall be deemed to be the notice given by the department to the contractor. The Officer in charge and such other representatives as AGM Staff I may designate in writing shall be deemed to be authorized to represent the BSNL in respect of the work or any designated section work and decision, agreement or instruction in writing by the BSNL's representatives as aforesaid, which is within his power, shall be binding on the contractor.

9. REPRESENTATIVE OF THE CONTRACTOR

The Contractor shall furnish to the department a scheme of his intended organization for the contracted job, naming his superintendent. The contractor shall have on each site a superintendent being authorized to represent the contractor on his designated section job, to whom the department's representative can make his own decisions, authorizations and interpretations.

Signature of the Tenderer

The contractor shall within TEN days after the execution of the contract/agreement shall notify the department the names and addresses of the superintendent along with the specimen signatures in terms of site allocation. Any change in the name and address of any superintendent notified as aforesaid shall be promptly intimated in writing to the department. Notices given in writing to the superintendent shall be deemed to be notices given to the contractor. The contractor shall also have a manager fully authorized or represent contractor on matters involving more than one section of job notification in respect of whom shall likewise given be given to the department and who shall likewise be the contractors' representatives in terms aforesaid.

9. **INTERPRETATION OF THE CONTRACT DOCUMENTS :**

The AGM(Admn) and the Contractors shall in so far as possible by mutual consultation try and decide upon the meaning and intent of the contract document. In case of disagreement, the dispute will be referred to the sole arbitrator as provided in clause 26 of this section of the contract. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.

10. **CHANGES AND EXTRA JOB :**

- (a) 'CHANGES' as used herein means a substitution for or omission any job or other requirements within the general scope of the job, the performance of or compliance with which is contemplated by the contract documents.
- (b) 'EXTRA JOB' as used herein means any work of compliance with any requirements, other than a change which is not expressly or impliedly contemplated by the contract documents and which is necessary to be performed for the proper completion of the contracted job. For the purpose of clarifications, it is declared that any job or operation which shall be necessarily incidental to the proper performance of any item of job or part thereof shall be deemed to have been by implication provided for in the relevant item of job or part thereof and shall not constitute extra job.
- (c) Estimated cost of work is approximately Rs.1.2 crores per year or 78,240 hours. per month.
{ $78240/30 \times 8 = 326$ }

The contractor shall not undertake or make any change or do any job under this contract unless he has received written instructions from the officer in charge.

11. **QUALITY OF WORK :**

The contractor shall be responsible for all materials furnished or supplied by the department while in the contractor's custody whether or not installed in the work.

12. **NOTIFICATION :**

Contractor shall give in writing to the proper person or authority with a copy to the AGM(Admn) such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/ or completion of the contracted work. All notices shall be given sufficiently in advance of the proposed operation to permit all proper co-relation of activities and the contractor shall keep all proper persons or authorities involved regularly advised of the progress of operation throughout the performance of the work together with such other information and/or supporting figures and data as may from time to time be directed as required.

Signature of the Tenderer

13 REFUND OF SECURITY DEPOSIT

No interest will be payable on the earnest money or the security deposit or amount payable to the contractor under the contract. Refund of the security deposit is subject to the full and final settlement of the final bill for the jobs contracted/executed under the contract, subject to the settlement of claims if any, by BSNL, for any loss/damage/damages and compliance if any, statutory remittance like, EPF, ESI etc. EMD/BID SECURITY will be refunded to the unsuccessful tenderers within one month of finalization of the tender.

14. INSPECTION AND TESTING:

The AGM(Admn) or his representative or any of the superior officers shall have free access to the site at all times for inspection. The contractor shall render to the representative of the BSNL all possible assistance and facilities for the purpose.

15. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:

The contractor is fully responsible for taking all possible safety precautions during preparation for an actual performance of work. The contractor should protect all life and property from damage and losses resulting from his operations and shall minimize the disturbance and inconvenience to the public. The contractor shall be solely responsible for locating through proved non-destructive means and ensuring the safety of all existing underground pipelines, electrical cables and/or other structures.

The contractor shall be solely liable for all expenses for and in respect of repairs and/or damage occasioned by injury or by damage to such underground and above structures or other properties and undertake to indemnify and to keep indemnified the department from and against all actions, causes of actions, damages, claims and demands whatsoever either in law or in equity and all losses and damages and costs (inclusive between Attorney and clients) charges and expenses in connection therewith and/or incidental thereto. The contractor shall take all responsibilities and risks in crossing other pipe lines and cables and shall be responsible for protecting all such existing pipe lines, poles, electric lines, sewers, cables or other facilities from damage by the contractors' operation in connection with the work. The contractor shall promptly repair any damage incurred without cost to the department.

16. INDEMNITIES:

The contractor shall at all times, hold the department harmless and indemnifying from against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the BSNL, its officers and employees forthwith upon demand and without protest or demur to pass to the department any and all losses and damages and costs (inclusive between Attorney ad client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractors' obligation or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury or disablement to or death of any like including workforce of the contractor of damage to properties and resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents.

Signature of the Tenderer

In addition, the contractor shall reimburse the BSNL or pay to the government forthwith or demand losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the government arising out of the incidental to or in connection with the operation covered by the contract. The contractor shall at his own cost at the department's request defend any suit or other proceedings asserting claim covered by this indemnity, but shall not settle, compound or compromise such suit or other findings without consulting the BSNL.

17. COMPLIANCE WITH LAWS AND REGULATIONS:

During the performance of the works, the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with all applicable by-laws, rules, regulations and other and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any government, government agency, or department, municipal board, government or other regulatory or authorized body of persons and shall provide all certificates of compliance therewith as may be required by such applicable law, by-laws and rules, regulations, orders and/or orivusuib. The contractor shall assume full responsibility for the payment of all contributions and payroll taxes, as to its workforce, servants or agents engaged in the performance of the work specified in the contract documents. Subject to the provisions of the Contract Labour (Abolition and Regulations) Act 1970, the Contractor shall not commence actual work unless he produces a receipt from the concerned licensing authority, that he has applied for licence from the prescribed licensing authority, which may be produced within the period of FIFTEEN DAYS of the commencement of the work.

18. OPTIONAL TERMINATION BY BSNL (OTHER THAN DUE TO DEFAULT OF CONTRACTORS)

- (1) The BSNL may, at any time, at his option, cancel and terminate this contract by written notice to the contractor (SEVEN DAYS NOTICE), in which event, the contractor shall be entitled to payment for the work done up to the time of such cancellation.
- (2) In the event of termination of the contract, the contractor shall forthwith clear the site of all the contractors' materials, machinery and equipments and handover possession of the work / operation concerned to the BSNL or as the BSNL may direct.

19. TAXES AND DUTIES:

The contractor shall pay all rates, levies, fees, royalties, taxes and duties payable or arising from out of by virtue or in connection with and / or incidental to the contract or any of the obligations of the parties in terms of the contract documents and / or in respect of the works / operations. If Service Tax or VAT is applicable, the contractor is liable to pay the same on monthly basis to Central Excise Department as per Rules in force from time to time. **The paid challan to this effect for having made the payment of taxes should be accompanied by the subsequent bills.**

20. WORKMEN'S COMPENSATION:

In every case, in which by virtue of the provisions of Sec.12 (Sub section ii) of the Workmen's compensation Act 1923, BSNL is obliged to pay compensation to a workforce engaged by the contractor, in execution of the works, BSNL will recover from the contractor, the amount of the compensation, so paid and without prejudice in the rights of the BSNL under Sec.12(ii) of the said act.

Signature of the Tenderer

BSNL shall be at the liberty to recover such amount or may part thereof by deducting from the security deposit or from any sum due by the BSNL to the contractor whether under this Act or otherwise, BSNL shall not be bound to contest any claim made against it under Section 12 (ii) 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 government may become liable in consequence of contesting such claim.

21. LABOUR WELFARE :

In every case in which by virtue of the provisions of the Contract Labour(Regulations and Abolitions) Act 1970 and of the Contract labour (Regulations and Abolitions) Central Rules 1971, BSNL is obliged to pay any amount to work force engaged by the Contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules under Clause 19 to 19 J and PWD – 8 under the CPWD contractors' Labour Regulations, or under the rules framed by the Government from time to time for the protection of health and sanitary arrangements for the workforce recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the BSNL under Section-20, subsection (2) and section (21), subsection (4) of the Contract Labour (Regulation and Abolition) Act, 1970.

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 the contractor whether under this agreement or otherwise, BSNL shall not be bound to contest any claim made against it under section 2, subsection (I) and section 21, subsection (4) of the said act, except on the written request of the contractor and upon giving to the BSNL full security for all cost for which BSNL might become liable in contesting such claim.

The contractor shall obtain a valid license under the Contract Labour (R & A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 before the commencement of the job and continue to have a valid license until the completion of the job. Any failure to fulfill this requirement shall attract the penal provisions of the Contract arising out of the resultant non-execution of the job.

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

THE CONTRACTOR SHALL GRANT WEEKLY OFF TO ALL THE WORKERS ENGAGED BY THEM AS PER LABOUR ACT BY ROTATING THE EXISTING WORKERS IN CONSULTATION WITH THE FIELD OFFICERS.

22. FAIR WAGES:

- (a) The contractor shall submit the list of his employees engaged by him for the purpose of BSNL.
- (b) The contractor shall pay approved minimum wages plus VDA as applicable at the time of finalization of tender during the entire period of contract.
- (c) The contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid fair amounts indirectly engaged on the work, including any workforce engaged by his sub-contractors in connection with the said work, as if workforce had been engaged by him.
- (d) 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 be complied with Regulations made by Government from time to time in regard to amounts paid deductions made recovery not paid and deductions unauthorizedly made, maintenance of books or slips, publications of sale and other terms of engagement or workforce, inspection and submission of periodical returns and full other matters of the 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.

Signature of the Tenderer

- (e) As required by Rule 29 of the R&A (Central) Rules 1971, it is obligatory for the contractor to maintain register of wages in the form XVII of the contract labour. 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 amount shown in Col. No. has been paid to the workmen
concerned in my presence on (date) at (place).”**

A certified copy of the wage register should be submitted to the AGM(Admn) by 20th of the succeeding month of the wage period.

- (f) 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.
- (g) 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.

23. OTHER WELFARE MEASURES FOR WORKFORCE :

- (1) The contractor shall implement the workforce welfare enunciated in clause 19(C), 19(D), 19(E), 19(G), 19(H), 19(L) of the conditions contract in the P.W.D.5.
- (2) The contractor shall also follow the safety method stated in the CPWD safety code.
- (3) The contractor shall comply with all the provisions of Minimum Wages Act 1948, Contract Labour (R&A) Act and rules framed and other labour laws affecting labour that may be brought into force from time to time.
- (4) 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.
- (5) The contractor should issue Identity cards to each employee employed by him on contract basis in the form XIV.
- (6) The contractor should issue pay slip to each employee showing gross and net payment made every month and deductions made should also be shown in the form XIX of Contract labour.

Signature of the Tenderer

- (7) 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.

24. PARTNERSHIP FIRMS :

Where the contractor is a partnership firm, the previous approval in writing of the officer in charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement, whereunder the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If the previous approval as aforesaid is not obtained, the contract shall deemed to have been assigned in contravention of Section III (6) and thereof and the same action may be taken, the same consequence shall ensure as provided in the said Section III (6).

All jobs to be executed under the contract shall be executed under the direction and subject to the approval in all respects of officer in charge who shall be entitled to direct at what point or points and in what manner they are to be deemed and from time to time carried out.

Wherever any claim against the contractor for the payment of the sum or money arises out of or under the contract, BSNL shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor and to sell any such security. 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 then due or which at any time thereafter may become due to the contractor under this or may cover the full amount recoverable the contractor shall pay to BSNL on demand the balance remaining due.

25. PAYMENT :

The contractor shall submit bills to the Department's site representatives on or after the 1st day of every month for the job executed during the preceding month, duly verified in all respects, by the officer at site and certified by the officer in charge. Payment will be made by the Accounts Officer to the contractor against the bills normally within 30 days of receipt of the bills duly verified and certified subject deduction, if any, as per contract Clause. The final bill at the discretion of the department may be settled through the office of the General Manager, if so, decided.

Income tax @ 2% of the amount + surcharge+cess as applicable for which the bill has been passed will be deducted as tax at source, under relevant government rules. However, if any new legislation comes into effect for deducting the tax at source at any other rate, deduction will be made at that rate.

Necessary income tax deduction certificate will be issued by the AGM(ADMN) or the Accounts Officer detailing the amount so deducted as tax at source at the time of payment of each bill.

The bills are to be submitted in triplicate and in the manner and form that may be prescribed by the AGM(Admn). Account payee cheque for the amount passed in the bill will be issued only after the contractor gives a stamped receipt for the amount and the bills are pre receipted. Bill payment through Electronic Clearance Scheme (ECS) only. The contractor should submit the mandate form for this purpose along with the Agreement while entering into the Contract.

Signature of the Tenderer

Any liquidated damages @ 2% on due work shall also be recoverable from the bills submitted for payment, by the aforesaid officers. The Officer in charge concerned will have the right to recover liquidated damages for delay or slow progress of the work from the bills submitted for payment.

The security deposit with the department be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of account.

The final settlement of the bills and refund/adjustment/appropriation or any amount retained from the running bills of the contractor, shall be made fully after the officer concerned is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the contractor on any count. Unless there are specific reasons, all accounts are expected to be settled within a period of 6 months from the date of completion of work in all respects. **The contractor should provide the details of recoveries made towards each of the labour engaged in respect of EPF, ESI etc. of the previous month along with the paid receipt to the concerned organizations to AGM (Admn) by 5th of succeeding month.**

26. DISPUTES AND ARBITRATION

Any type of dispute which the contractor wants to raise should be raised within TEN DAYS from the date of submission of bill for payment. If no dispute is raised within the stipulated time, then it is considered that there is no dispute from the contractors' side and the payment will be settled within 30 days. The contractor shall raise no dispute for the period for which payment is already made. However, disputes regarding clerical mistakes committed while settling the bills shall be raised at any time. All disputes arising between the contractor and the officer in charge out of this contract shall be referred to the sole arbitrator, i.e. the General Manager Telecom, Karwar Telecom District or an officer appointed by him on his behalf whose decision will be final and binding on both the parties, within the jurisdiction of Karwar SSA.

27. MISCELLANEOUS:

- (a) The contractor shall arrange sufficient work force to carry out the jobs entrusted to him by the officer in charge of the building / store yard /office/exchange etc. Failure to arrange the requisite work force as required by the in-charge of the works, can be construed as breach of contract which may entail the BSNL to terminate the contract or take any other action as it may deem fit.
- (b) **The contractor should agree that the personnel so deployed on a contract basis and for all practical purposes the employees of the contractor and they will not be entitled for any of the privileges and benefits enjoyed by the employees of BSNL.** The work force so deployed, will have no claim, directly or indirectly for regular employment or service conditions and any other benefits available to the employees of BSNL.
- (c) The contractor should make arrangements for surprise checks on the work force deployed by the supervisor of the agency at frequent intervals.
- (d) The contractor should make his own arrangements for transportation of his workforce deployed from residence to the place of work and vice versa.

Signature of the Tenderer

- (e) The contractor should make his own arrangements for canteen facilities, while the workforce is deployed on work, incase the department canteens, if provided are closed.
- (f) The contractor shall be fully responsible in all respects in case of injuries/accidents to his workforce while on duty.
- (g) The contractor should supply the workforce posted with accessories such as towel, climbing shoes, soap and equip them with proper uniforms, identity cards and other equipments like whistles, rain coats, sticks, torches with cells etc required for effective working.
- (h) The workforce posted should be physically of good health, good character, amenable to discipline and should have necessary intelligence for carrying out the works.

Signature of the Tenderer

SECTION IV

The job specifications/duties and responsibilities for jobs briefly described in Section II (2) are as follows :

FOR JOB OF UPKEEP SERVICES :

- (1) Upkeep services include the works such as keeping the engines, battery, power plant, Xerox machines, fax machines, UPS, Rhoneo machines, computers, office records, office premises and surrounding places clean and tidy.
- (2) The job may also include taking as helper in battery readings, starting and stopping of engines, changeover to battery and back to mains, etc. and also assisting to maintain log entries in the register, handling office records. The job may also include as a helper in taking copies from Xerox machines, sending and receiving fax messages, taking copies from rhoneo machines.
- (3) Workforce should report to the concerned JTO/SDE/Officer for their works who are in-charge of the work spot at the commencement of the work and at the closure of the work and also at frequent intervals as desired by the officer in charge.
- (4) They should make over to the incoming work force while going off duty and maintain a dairy in this regard . Until the reliever comes for duty, they should not leave their workplace.
- (5) The workforce should be in a position to read and write Kannada/English whenever required.
- (6) The workforce will be held responsible for any damage to equipment, records, materials etc,. at which they will be working and they will be responsible for any theft./ pilferage and the loss incurred by BSNL which would be recovered from the contractor.
- (7) The workforce posted should be able to climb the tower structures, posts etc. in case of emergency and assist the departmental staff as a helper for replacing the lights and other minor physical repair works, if required. The contractor is fully responsible for their safety/welfare/insurance coverage and he should take full responsibilities in case of injuries/accidents to the workforce.
- (8) The workforce posted shall also assist in handling of fire fighting equipment available in the installations.
- (9) The contractor should provide sufficient required number of work force as per requirements of the officer in-charge of place of work.
- (10) Any other work assigned by the department / controlling officer.

Signature of the Tenderer

SECTION – V

PROFORMA FOR PERFORMANCE SECURITY GUARANTEE (Bond Form)

1. In consideration of the GM Telecom, Karwar Telecom. District, Bharat Sanchar Nigam Limited, (hereinafter called the 'BSNL') having agreed to exempt _____ {hereinafter called "the said Contractor(s)} from the demand, under the terms and conditions of Tender agreement / (Purchase Order) No. _____ dated _____ made between _____ and _____ for supply of _____ {hereinafter called "the said AGREEMENT"} of Security Deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement, of production of the Bank Guarantee for Rs. _____ We (name of the Bank) _____ (hereinafter referred to as the "the Bank") at the request of _____ Contractor(s) do hereby undertake to pay to the BSNL an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be to or suffered by the BSNL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement.

2. We (name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the BSNL by reasons of breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement. Any such demand made on the Bank shall be conclusive as regard the amount due and payable by the Bank under this Guarantee where the decision of the BSNL in this counts shall be final and binding on the Bank. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____

3. We undertake to pay the BSNL any money so demanded not withstanding any dispute or disputes raised by the Contractor(s) / Supplier (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being obsolete and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

4. We (name of the Bank) _____ further agree that the Guarantee therein contained shall remain in full force and effect during the period that would taken for the performance of the said agreement and that it shall continue to be in enforceable till all the dues of the BSNL under or by the virtue of the said agreement have been fully paid and its claims satisfied or discharged or till UK Telecom. District (Office / Department) (BSNL) certifies that the terms and conditions of the said agreement have been fully and properly carried out by the Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the expiry of TWELVE MONTHS (as stipulated in PO) from the date thereof, we shall be discharged from all liabilities under this Guarantee thereafter.

Signature of the Tenderer

5. We (name of the Bank) _____ further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason or any such variation, or extension being granted to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to the sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to change in the constitution of the Bank or the Contractor(s) / Supplier (s).
7. We (name of the Bank) _____ lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the _____ Day of _____ 2008.

Signature with seal
(for Bank)

Signature of the Tenderer

SECTION – VI

AGREEMENT BETWEEN A COMPANY & UPKEEPING CONTRACTOR FOR THE COMPANY

THIS AGREEMENT OF Up keeping and Improvement Environment of the Premises of GENERAL MANAGER, UK TELECOM. DISTRICT, BSNL, KARWAR AND SUBORDINATE OFFICES, made at KARWAR on the day of 2009 BETWEEN Sri

S/o Sri resident of

(hereinafter called as 'Contractor' which expression shall unless repugnant to the context or meaning thereof, mean and include its successors and assigns), of the one part AND GENERAL MANAGER, BSNL, UK TELECOM. DISTRICT, KARWAR (herein mention the name of the Company through its General Manager Karwar) (hereinafter called the 'Company' which expression shall unless repugnant to the context or meaning thereof mean and include, his heirs, executors, administrators, and assigns), on the other part.

WHEREAS the Company is desirous of outsourcing the work of up keeping and for improvement internal environment of the premises and whereas the Contractor is engaged in such type of activities for various companies. And whereas both the parties have discussed.

NOW THEREFORE, both the parties agree it as follows:

1. The Contractor shall handle and execute the various cleaning and up keeping operations in the Company's office at Telephone House and its subordinate offices, for a period of one year commencing from (herein state the period when different than one year) for lump sum amount of Rs. Per month/unit. Thereafter it may be renewed at the discretion of the Company on such terms and conditions as may be mutually agreed upon by the Company and the Contractor.
2. The Contractor has been shown the areas of work and different jobs for carryout all works, in addition to the description of services under Section II (2) of this tender, which will include the following works :
 - a. Sweeping and mopping of passage.
 - b. Sweeping and wet mopping of Reception Area, General Office Area and Cabins etc. with deodorant disinfectants.
 - c. Clearing and cleaning of waste paper baskets and ashtrays.
 - d. Dusting of partitions, doors and walls and Venetian blinds.
 - e. Cleaning of telephone instruments.
 - f. Cleaning of window glasses from inside and outside.
 - g. Cleaning of main entrance glass doors/wooden doors.
 - h. Cleaning of W.Cs, wash basin, urinals and mirrors etc. in all the toilets.
 - i. Scrubbing and cleaning of all toilets flooring.
 - j. Mopping of the entire toilet floors with deodorant disinfectant and cleaning of wash basins at regular intervals throughout the day.
 - k. All jobs specified in Section IV of NIT No. G-13/URS/Tender/2009-10/1 Dtd 03-09-2009.
3. The Contractor shall ensure that all persons employed by him shall be efficient, honest and conversant with the nature of work.
4. Be it clearly understood and agreed that by this Deed no relationship of employer and employee is created between the Company and the employees engaged by the Contractor.

Signature of the Tenderer

5. The Contractor shall provide the Up-keeping Services to the Company in the areas and manner as discussed. The Contractor shall undertake and assure the Company that he will provide proper and efficient services in the predetermined schedule of time. Besides, services will also be rendered by the Contractor as and when desired by the company even though it may not be as per schedule on charges as may be agreed to separately.
6. The Contractor shall decide the *modus operandi* as to engage men / machinery by him rendering proper and efficient services and to conform to the prescribed standard of Hygiene.
7. The Contractor, being the employer in relation to persons engaged/employed by him for providing the services under this agreement, shall alone be responsible and liable to pay wages/salaries to such persons which in any case will not be less than in accordance with the minimum wage as fixed or prescribed for the category of workers employed by him from time to time or by the State Government and/ or any authority constituted by or under any law.
8. The Contractor shall adhere to and comply with all the laws that may be applicable to him and will extend all the benefits/privileges as applicable to persons engaged/employed by him including that of Provident Fund, ESI, Workmen's Compensation Act, Bonus, Gratuity, Minimum Wages Act and Leave, etc. In case of any breach of any law, rules, notifications applicable to the employees of the Contractor engaged, the contractor alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent, representative, attorney, person(s) engaged/employed by him for discharging the obligations under this Agreement.
9. The Contractor shall provide uniforms to his employees the pattern of which will be different than that of the Company as followed for its employees and they shall wear them at all times while at work and maintain such uniforms. The Contractor shall also provide all safety items such as safety shoes, gloves, masks, etc.
10. All employees of the contractor shall be issued with identity cards bearing their photographs. Cost of identity cards & photographs for identity cards shall be borne by the Contractor. The Contractor shall have the identity card format approved from the Company.
11. The Contractor shall issue name badges to all his employees, which the employees shall wear while on duty. The list of the employees given at the beginning of the month is final and if any Employees leave the job, no fresh employees are to be engaged in their place by the contractor.
12. The Contractor alone shall have the right to take disciplinary action against any person(s) engaged/employed by him; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the Company. The Company shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the contractor for any purpose whatsoever nor would the Company be liable for any claims(s) whatsoever of any person(s) of the Contractor.
13. The Contractor shall obtain appropriate licence under the Contract Labour (Regulation & Abolition) Act, 1970 and the Rules as amended up to date and shall comply with all terms & conditions thereof strictly, and shall keep such licence duly validated and/or renewed from time to time throughout the currency of this Agreement. **The licence to be obtained from Asst. Commissioner of Labour , Mangalore only for engaging required number of labours in Karwar SSA after award of tender.**

Signature of the Tenderer

14. In case the Company is required to meet any liability in respect of any person(s) engaged/employed by the Contractor by virtue of their working at the premises of the Company, it would be open and lawful for the Company to deduct the amount(s) of any such liability from and out of dues payable to the Contractor.
15. The Contractor shall maintain all registers required under various Acts, which may be inspected by the Company as well as the appropriate authorities.
16. The Contractor shall be responsible for all injuries and accidents to persons, employed by him.
17. The Contractor shall be responsible for the conduct and behavior of his employees. If any employee of the Contractor is found misbehaving with the Company staff, the Contractor shall take necessary and appropriate action.
18. In the event of any loss/damage being occasioned to the Company on account of the negligence of the Contractor's employees, the Contractor shall make good the loss sustained by the Company either by replacement of the material/equipment or payment of compensation.
19. The Contractor shall not appoint any sub-contractor to carry out any obligations under the contract.
20. The Contractor shall take proper instructions from the Company for the execution of the contract at the different places and will faithfully comply with the same.
21. The Contractor shall provide sufficient quantity of materials, tools, tackles and machinery for executing the work and for disposal of rubbish to the approved dumping ground; the Contractor will arrange a covered transport at his own cost.
22. The Contractor shall attend to complaints relating to upkeeping received from the employees of the Company and shall devise a system whereby such complaints when brought to the notice of the Contractor will be attended promptly by him or his employees concerned.
23. All members of staff employed by the Contractor will be subjected to security check by the Company's Staff while leaving the premises.
24. The Contractor shall be required to provide supervisory staff, so as to ensure proper control for executing the job smoothly and efficiently.
25. The cleaning detergent & the chemicals required for Up-keeping services shall be provided by the Company. The Contractor must use the material provided by the Company properly. Any improper use leading to wastage/pilferage shall be made good by the Contractor of the Company.
26. The Contractor shall submit his bill in respect of services rendered, by 3rd day of the month immediately following the month to which such services relate, duly certified by an authorized representative of the Company.
27. The Contractor will have to produce the Register of Wages or the Register of Wages-cum-Muster Roll of the preceding month along with the bill to be submitted on the 3rd day of every calendar month for verification, to the nominated official of the Company. The Contractor shall ensure that payment to his employees is made in the presence of an authorized representative of the Company.

Signature of the Tenderer

28. The Contractor shall cause to provide details of recoveries made towards each of the labour engaged in respect of EPF , ESI etc for the previous month along with the paid receipt of the concerned organization to AGM (S I) by 5th of succeeding month.
29. The monthly payment shall be made to the Contractor on the production of certificate for satisfactory completion of services provided.
30. The Contractor shall give the services on all days during the period of contracts as per the Company's requirement.
31. The Contractor's employees will make their own arrangements for food and snacks while at work at their own cost and the Company will not entertain any financial expenditure or provide any canteen facility.
32. Should the Contractor commit any breach of any of the terms and conditions hereof and/or fail/neglect to carry out any instructions issued to him by the Company from time to time, it shall be open and lawful for the Company to terminate this Agreement forthwith without assigning any reason and can get the work done by any person(s) or through any other agency or contractor at the risk and cost of the Contractor and the contractor shall have no right to claim any compensation whatsoever on this account.
33. In the event of any dispute or difference arising out of operation of this Agreement, the same shall be referred to the sole arbitration and the sole arbitrator will be the General Manager Telecom, Karwar Telecom. District or any officer appointed by him whose decision shall be final and binding on both the parties. The venue of the arbitration shall be at Karwar. The provisions of the Conciliation and Arbitration Act, 1996 shall apply to the arbitration.
34. In case of any new addition in the areas due to new construction after submission of the tender, prorata rates will be allowed on such additions.
35. In case any statutory increase in the wages of labour in accordance with the minimum wages notification issued by the appropriate authorities under the Minimum Wages Act from time to time after submission of the tender, the increase in rates of different areas shall be set off by the Company by giving proportionate increase in the rates.
36. All the above services and any other work of similar nature, which will be entrusted to the Contractor from time to time by the Company, are to be rendered without causing any hindrance or disturbance to any staff member of the Company working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically maintained premise.

IN WITNESS WHEREOF both the parties mentioned above append their signature in token of having accepted the above terms and conditions.

Party of the First Part

Party of the Second Part

WITNESSES :

- 1.
- 2.

Signature of the Tenderer

SECTION VII

INFORMATION ABOUT TENDERERS

(To be furnished with the tender)

1. Name of the firm and registered address:
2. Whether it is sole proprietor/partnership
Firm / private limited company
3. Name of the sole proprietor/names of
Partners/names of directors
4. Name of the person authorized to
Enter into and execute contract agreement
And the capacity in which he is
Authorized
5. Permanent Income Tax Account No.
6. PF Code No.
7. ESI Code No.
8. Details of current licence from labour
Department.
9. Whether the firm is having branches
At more than one place ? If so, details
10. No. of workforce under the command of
The firm that can be simultaneously
Engaged and the time required for mobili-
zing that such no. of workforce and the
Maximum no. that can be mobilized within
A period of one month from the date of order
11. Experience data :
12. Whether labour licences obtained ?
13. Declaration that no dues to be paid by
Law Enforcement Authorities like,
EPF/ESI and no violation noted by
Labour Enforcement. YES / NO

SIGNATURE OF TENDERER WITH SEAL

SECTION – VIII

D E C L A R A T I O N

I, _____ Son of / Wife of Sri _____

Proprietor / Director / Partner of M/s _____

do hereby solemnly affirm and declare as under:-

1. that I am the sole Proprietor / Partner / Director of M/S _____

2. that I state and declare that the above Firm / Company M/s _____

has never been debarred and / or blacklisted by any company of BSNL / State Government / Public Sector Unit / Public Bodies / Municipalities / any Enforcement Authority.

In case the above declaration is found to be incorrect or wrong, the contract if awarded to the firm shall be liable to blacklisted / debarred for future works / contract with MTNL / BSNL. Any such action shall however be without prejudice to BSNL / MTNL 's rights under the law.

Signature of the Proprietor / Partner / Director

Sri / Smt. / Miss

Note : The Signatory should not effect any variation in the text of declaration. Declaration in any other form shall not be acceptable and render the tenderer for penal action as decided by UKTD.

Signature of the Tenderer

SECTION – IX

THE SCHEDULE / QUOTATION OF THE TENDER

1. Tender No. : G-13/URS/TENDER/2009-10/1
2. Officer inviting Tender : General Manager Telecom
3. Brief description of work : Upkeep services in Telecom. Units of
Uttar Kannada Telecom. District.

Sl. No.	DETAILS	AREA	
		Urban(Z ONE-II)	Rural(ZO NE-III)
I.	<u>FIXED (NOT NEGOTIABLE)</u>		
1.	MINIMUM WAGES AS PER GOVERNMENT OF KARNATAKA FOR UNSKILLED LABOUR {2009-2010} Applicable to electronic industry		
2.	VDA (VARIABLE DA)		
3.	EPF 12% + ADMINISTRATIVE CHARGES 1.61 %		
4.	Establishment Charges of Tenderer 5.75% (of Sl. No. 1+2+3 above)		
II.	<u>NEGOTIABLE</u>		
1.	PROFIT MARGIN		
	NET TOTAL		

NET TOTAL AMOUNT IN WORDS	
URBAN	
RURAL	

NOTE:

- (1) Minimum wages for unskilled labour as per Government of Karnataka applicable to electronic industry only to be quoted (for the year 01-04-2009 to 31-03-2010).
As on 01-04-2009 Basic pay for : Urban Area(Zone-II -Karwar only) } Rs. 2124.00
: Rural Area (Zone-III Other than Karwar.) } Rs. 2117.00per month
: VDA } Rs. 933.30
- (2) The finalisation of tender is subject to incorporation of Legal Views / modifications as advised by Legal Advisor appointed by BSNL.
- (3) Service TAX if applicable will be paid extra by BSNL from the date of orders.
- (4) The rates once approved will not be revised. The approved rates hold good for entire period of agreement.

SIGNATURE OF TENDERER WITH SEAL

ANNEXURE I

EARNEST MONEY DEPOSIT / BID SECURITY PARTICULARS

1. Name and address of the tenderer

2. Particulars of EMD / BID SECURITY

(i) Amount

(ii) DD No./ Date

(iv) Name of the Bank

SIGNATURE OF THE TENDERER WITH SEAL

ANNEXURE-II

LIST AND PROFORMA OF DOCUMENTS TO BE SUBMITTED

The envelope duly sealed with sealing wax containing two separate envelopes viz. Envelope A and Envelop B which should also be separately sealed with sealing wax and superscribed as Envelop –A and Envelop-B

Following documents should be submitted in the envelope:

Envelop: A (Technical Bid)

1. Demand Draft of requisite amount as EMD
2. Tender document(s) in original duly filled and signed by the tenderer or his authorized representative along with seal and each page (except section IX proforma for quoting rates which should be sent in Envelop-B). All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
3. The registration of the firm, authenticated copy of partnership deed in case of partnership firm.
4. Original Power of Attorney in case person other than the tenderer has signed the tender document.

Envelop: B (Financial Bid)

This section will contain only ONE document viz: Section IX . proforma for quoting rates

SIGNATURE OF TENDERER WITH SEAL

SIGNED AND DELIVERED
for and on behalf of BSNL

SIGNATURE :

NAME :
ADDRESS :

In the Presence of :

1. SIGNATURE ;

NAME ;

DESIGNATION :

2. SIGNATURE :

NAME :

DESIGNATION :

SIGNED AND DELIVERED / for and on
Behalf of the Contractor

SIGNATURE :

NAME :

ADDRESS :

Signature of the tenderer

In the Presence of :

1. SIGNATURE :

NAME :

ADDRESS :

2. SIGNATURE :

NAME :

ADDRESS :

SIGNATURE OF THE TENDERER

WITH SEAL

SECTION X

CERTIFICATE OF EPF REMITTANCE

Remittance made for the month of in respect of M/s.
.....security. PF code No.

Sl. No.	PF Account	Name of the Employee	Wages paid	PF employee's share 12%	PF Employer's Share 13.61%	Total

Total :
Amount remitted :
Employee's share :
Employer's share :

NOTE: To be supported by copy of receipted challan

Signature of the Tenderer

TENDER NOTICE

No. G-13/URS/TENDER/2008-09/1 Dated @ KWR the 21 -07-2008.

BSNL,UKTD, invites WAX SEALED TENDER for providing UPKEEP SERVICES in Karwar UKTD & Rural areas, in the Telecom. Units of Karwar Telecom. District, for the year 2008-09.

Tender Documents and other details can be downloaded from the website.

Contact Telephone No. 228712

General Manager, Karwar Telecom. District
BHARAT SANCHAR NIGAM LIMITED
Habbuwada, Karwar
Connecting India