



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

IndiaBroadband²⁰⁰⁷
Linking India >>

Office Of GENERAL MANAGER TELECOM DISTRICT ,
NEAR HEADPOST OFFICE, GULBARGA-585101.
Ph. No. 08472-266 809

LR. NO. G-69/Upkeep/09-10/ 4 DTD AT Gulbarga the 02.09.2009

On behalf of Bharath Sanchar Nigam Limited, properly sealed tenders are invited by the under signed **for providing services for upkeep of telephone exchanges, mobile stations under the jurisdiction of Gulbarga SSA..** Tender forms will be issued from 10.09.2009 upto 13.00 Hrs. of 25.09.2009. Contact Ph. No. 08472-266809.

Bid document can also be down loaded from website www.bsnl.co.in

Sd/-
Asst. General Manager (Admn)
O/o GMTD, BSNL, Gulbarga



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Office Of GENERAL MANAGER TELECOM DISTRICT ,
NEAR HEADPOST OFFICE, GULBARGA-585101.
Ph. No. 08472-266 809

Cost of tender form: Rs.563/- (Rupees Five hundred and sixty three only)

Tender Form No. :

Issued to :

Cost of form fee paid details :

Issued By :

TENDER DOCUMENT FOR

**UPKEEP OF THE TELEPHONE EXCHANGES, MOBILE STATIONS,
OFFICES ETC. IN GULBARGA DISTRICT**

- 1] Last date/Time for sale of tender documents: 13:00 Hrs of 25. 09.2009
- 2] Last date / time for submission of tender documents: 15:00 Hrs of 25. 09.2009
- 3] Date and time of opening the tender : 15:30 Hrs of 25. 09.2009
- 4] Venue of opening the tender: Office of the : Asst. General Manager (Admn)
O/o GMTD, BSNL,
GULBARGA-585101
- 5] Earnest Money Deposit : Rs. 45,000=00 (Rs. Forty Five
Thousand only)in the form of DD drawn in favour of Accounts Officer (Cash) O/o
GMTD, BSNL, Gulbarga payable at Gulbarga from any nationalized bank.

Asst. General Manager (Admn)
O/o GMTD, BSNL,
Gulbarga-585101,
Ph. No. 08472-266809, FAX 08472-226786

**TENDER NOTIFICATION AND DOCUMENTS
FOR
UPKEEP OF TELEPHONE EXCHANGES AND MOBILE SITES IN GULBARGA SSA**

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SECTION - I: NOTICE INVITING TENDER

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT
GULBARGA-585101,

Tender no. G- /Upkeep/Service Tender/2009-10/ Dtd at Gulbarga the 03.09.2009

TENDER NOTIFICATION

1.1 Sealed tenders are invited by GMTD, BSNL, Gulbarga, for and on behalf of Bharat Sanchar Nigam Limited (BSNL), **for providing services for upkeep of Telephone Exchanges/Mobile Sites under the jurisdiction of Gulbarga SSA** for a period of one year from experienced and reputed Registered Agencies or Firms or Contractors or Societies registered for the welfare of ex-employees of Central/State Government/ Public Sector, who can provide valid and current Labour License, Enrolment certificate, Registration Certificate etc. issued by various labour welfare authorities like Central Labour Commissioner, Employees Provident Fund, Employees State Insurance etc. for such works, in accordance with the terms, conditions and specifications, contained in the Tender document.

1.2 The details of the services, location and hours of service required are given in the Tender document.

SALE OF TENDER DOCUMENT:

1.3 Tender Document is available for sale from **10.09.2009 up to 13.00 Hrs of 25.09.2009** during office hours from the office of Asst. General Manager (Admn) , O/o GMTD, Gulbarga on written application and cost of the Tender Document. The tender document can also be downloaded from website www.bsnl.co.in

1.4 The cost of one set of the Tender Document is fixed at **Rs.500/- (Rupees Five hundred only)** plus 12.5% Value Added Tax of **Rs.63/-(Rupees Sixty three only)** thereto. Total Rs. 563/- (Rupees Five hundred and sixty three only). If any Tenderer wants to obtain the Tender Document by post, he has to submit an additional amount of Rs.100/- (Rupees One hundred only), per set of Tender Document along with the other necessary documents. The Tender Document will be sent to the Tenderer by Registered Post with Acknowledgment Due. However the BSNL shall not take any responsibility for the delay in postal transit, if any. **If the tender document is downloaded from website, the demand draft for Rs.563/- (Rupees five hundred and sixty three only) should be sent along with the tender document in addition to the demand draft for EMD**

1.5 The cost of the Tender Document including Value Added Tax along with packing and postage charges, if any, shall be submitted in the form of a crossed Demand Draft/Banker's Pay Order, drawn on any Nationalised/ Scheduled bank in favour of "Accounts Officer (Cash) , BSNL, O/o GMTD, Gulbarga", and payable at "Gulbarga". The date of issue of the Demand Draft so submitted shall be a date on or after the date of issue of this tender notification.

EARNEST MONEY:

1.6 The amount of Earnest Money Deposit for the tender is fixed at Rs.45,000=00 (Rs. Forty Five Thousand only)which shall be submitted along with the tender in the form of demand draft drawn on any nationalized bank payable at Gulbarga drawn in favour of Accounts Officer (Cash) , O/o GMTD, BSNL, GULBARGA or by Cash receipt in original.

SUBMISSION OF TENDER:

1.7 The duly completed Tender Document and other documents sealed properly as envisaged in the Tender Document, shall be dropped in the sealed tender box kept in the office of Asst. General Manager (Admn) , O/o GMTD, BSNL, Gulbarga upto 15.00 hours on 25.09.2009. The tenders will be opened at this office, at 15.30 hours on the same date, in the presence of the Tenderers or their authorised representatives, who may be present at that time.

GENERAL:

1.8 Details of work and any clarification thereon can be had from Asst. General Manager (Admn) or the Sub Divisional Engineer (Genl) working with him on any of the working days prior to the date of opening of the tender.

1.9 Any tender, which is not in accordance with the terms, conditions and specifications mentioned in the Tender Document is liable to be rejected at the option of the authority competent to accept the tender.

1.10 General Manager Telecom, Gulbarga reserves the right to reject any or all tenders without assigning any reason whatsoever and he/she is not bound to accept the lowest tender.

Sd/-
Asst. General Manager (Admn)
o/O GMTD, BSNL
Gulbarga

Issued to:

No. & date of the DD/PO :.....

Amount of the DD/PO :.....

Name of the bank & branch :.....

(End of Section - I, Notice Inviting Tender, Clauses 1.1 to 1.10)

SECTION - II INSTRUCTIONS TO TENDERERS

INTRODUCTION:

2.01 The Tenderer must read carefully all the terms, conditions and specifications before filling up the Tender Schedule and his Quotation. 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. "Clause No." is indicated before each "Title" that follows the "Clause".

2.02 Any clarification can be had from Asst. General Manager (Admn) , who is the authorized representative of the "BSNL", or the Sub Divisional Engineer(Genl) or any other officer/official working with him, who may be authorized by him to supervise and oversee the work on his behalf, during the time and days of sale of Tender Document.

LOCATION INVESTIGATION BY THE TENDERER:

2.03 The prospective Tenderers are advised to make a detailed survey of the station/ route/office, its location, the nature of services required at that station/route/ office, the probable and possible stipulations and the risk contingent upon the provisions of the services at that station/route, for which they are quoting their rates for providing services in this tender. The Tenderer shall investigate fully all hazards and safeguards against them. The rate quoted shall include all those factors into consideration.

SALE OF TENDER DOCUMENT:

2.04 The Tender Document will be issued to the Tenderers, on request in writing, submitted along with the cost of the Tender Document. The tender document can also be downloaded from website www.bsnl.co.in

2.05 The cost of one set of the Tender Document is fixed at Rs.500/- (Rupees Five hundred only) for total estimated cost per annum more than Rupees one lakh, as the case may be, plus Value Added Tax as applicable, from time to time.

2.06 If any Tenderer wants to obtain the Tender Document by post, he has to submit an additional amount of Rs.100/- (Rupees One hundred only), per set of Tender Document along with the other necessary documents. The Tender Document will be sent to the Tenderer by Registered Post with Acknowledgment Due. However the BSNL shall not take any responsibility for the delay in postal transit, if any.

2.07 The cost of the Tender Document including Value Added Tax along with packing and postage charges, if any, shall be submitted in the form and manner as specified in the Notice Inviting Tender, contained in this Tender Document. Cost of the Tender Document in cash or in any other form, other than as mentioned above will not be accepted. The date of issue of the Banker's Pay Order/Demand Draft so submitted shall be a date on or after the date of issue of this tender notification.

If the tender document is downloaded from website, the demand draft for Rs.563/- (Rupees Five hundred and sixty three only) should be enclosed to the tender At the time of submission towards the cost of bid document in addition to the EMD.

SUBMISSION OF TENDERS:

2.08 Tenders shall be submitted to Asst. General Manager (Admn) in the prescribed forms placed in sealed envelope; super scribed "Tender for providing services for Upkeep Telephone Exchange /Mobile Sites." The full name and address of the Tenderer shall be written on the bottom left hand side corner of the sealed cover.

2.09 The envelope containing tender shall be sealed with sealing wax or adhesive tapes, properly fixed on the envelope. Closing the envelope merely by gum will not be treated as sealed cover. Tenders received in envelopes not sealed will not be opened or considered. Tenders received in unsealed envelopes will be opened only when the Tenderer makes a request for return of any Demand Draft/Bank's Pay order enclosed as EMD. In such cases, only the Demand Draft/Bank's Pay order will be returned and the "BSNL" will retain the rest of the document.

2.10 Tender if sent by post, must be in double covering. It is desirable to seal the inner envelope also and super scribe as stipulated in the above Clauses, contained in this Section of the Tender Document.

2.11 General Manager Telecom, BSNL, Gulbarga reserves the right to postpone the date of opening of tender or to cancel the tender notice with reasons in writing. Any request from Tenderers to postpone or to change date of opening of the tender due to any reason whatsoever shall not be considered.

2.12 General Manager Telecom, BSNL, Gulbarga is not bound to accept the lowest tender and reserves the right to reject any or all tenders without assigning any reasons whatsoever.

2.13 Tenders will be accepted and Contracts will be finalized only with those of the Tenderers, who in the opinion of the competent authority, are having the capacity and resources to provide the service/execute the work assigned in the prescribed time as per the terms, conditions and specification of the Tender Document

2.14 The Tenderers or his authorized signatory by holding "Power of Attorney", shall certify and affix his signature on each and every page of the tender document, and return it along with his tender offer, as a token of his acceptance of each condition specified on each page of the Tender Document. If the tender is not duly signed, or is deficient or is incomplete in any of the requisite matters or particulars or formalities, it will be rejected summarily.

2.15 Any attempt for 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 finally to accept it after he has submitted his tender or endeavors to secure interest for actual or prospective tender or to influence by any means the acceptance of the particular tender will render the tender liable to be excluded from consideration. The competent authority may take necessary action to BLACK-LIST THE TENDERER.

2.16 The Tenderers will be bound by all terms, conditions and specifications detailed in this Tender Document. The Tenderers shall not have any right to modify the conditions or specifications contained in the Tender Document at any occasions. Any tender submitted with conditions other than those specified in the tender document will be summarily rejected.

2.17 Asst. General Manager (Admn) or any other staff working with him shall not receive any tender in person. Any tenderer, who likes to deliver the tender in person shall deposit the tender in the box kept in the office of the concerned Asst. General Manager (Admn) . If a Tenderer is not allowed to deliver his tender document by any agency, the Tenderer shall lodge a police complaint immediately, under intimation to the concerned Divisional Engineer.

2.18 The slit of tender box will be sealed immediately after the specified time as per the timings of the office clock for receipt of tender. Any tender presented in person by any Tenderer or his representative after the tender box is sealed will not be received either by Asst. General Manager (Admn) or by any of the staff with him. Any attempt to forcibly deposit the tender after the sealing of the tender box will attract action as per the law.

2.19 Tenders received either by post or Courier service or in person after the specified time will not be opened or considered. Such late tenders will be opened only when the Tenderer makes a request for return of any Demand Draft/Bank's Pay order enclosed as EMD. In such cases, only the Demand Draft/Bank's Pay order will be returned and the "BSNL" will retain the rest of the document.

EARNEST MONEY DEPOSIT:

2.20 The amount of Earnest Money Deposit as specified in Section I of this Tender Document shall be submitted along with the tender, in the form of a crossed Demand Draft/Banker's Pay Order, drawn on any nationalized bank in favour of "Accounts Officer (Cash) , O/o GMTD, BSNL, Gulbarga", and payable at Gulbarga. Earnest Money Deposit in cash or in any other form, other than as mentioned above will not be accepted. The date of issue of the Banker's Pay Order/Demand Draft so deposited shall be a date on or after the date of issue of this tender notification.

2.21 Tender for providing services as called for shall accompany Earnest Money Deposit and is not transferable for any other tender for similar work. Tender without prescribed Earnest Money Deposit will be summarily rejected. The Earnest Money Deposit will not bear any interest for any period whatsoever.

2.22 The Earnest Money Deposit of all the Tenderers, except that of the LOWEST and SECOND LOWEST will be returned immediately after the completion of tender opening, under proper acquittance.

2.23 The Earnest Money Deposit of Successful Tenderers will be converted into Security Deposit of balance difference of Security Deposit will be amount intimated by Asst. General Manager (Admn)is payable, by the Tenderer in the form of Demand Draft or Bank Guarantee as prescribed before signing the Contract Agreement.

2.24 If the Tenderer fails to execute the agreement within the period specified on his being called upon to do so, the Earnest Money Deposit will be forfeited as mentioned in the relevant Clause, contained in this Section of the Tender Document.

DOCUMENTS TO BE SUBMITTED ALONG WITH THE TENDER:

2.25 The following documents are to be submitted along with the tender:

- a) One copy of the complete set of Tender Document duly filled in and signed on each page and also at every correction/over writing by the Tenderer or otherwise as prescribed in the different Clauses of the Tender Documents in respect of any matter or document.
- b) Earnest Money Deposit as prescribed in the Tender Document.
- c) Attested copy of valid and current Registration Certificate of the agency/firm/welfare society, issued by the concerned authorities of Central/State Governments.
- d) Attested copies of valid and current Labour License, Enrolment certificate, Registration Certificate etc. issued by various labour welfare authorities Central Labour Commissioner, Employees Provident Fund, Employees State Insurance etc. for the similar works already undertaken by the Tenderer.
- e) Attested copy of "Power of Attorney" in case any person other than the Tenderer himself has signed the tender.
- f) Attested copy of the partnership deed, names and address of all partners, certified copy of the Power of Attorney of the authorised representative of the firm, and NOC from other partners, in case of the firm is a partnership firm.
- g) Attested copy of the Registration Certificate from Central Excise authorities(those Who are claiming Service Tax)
- h) Attested copies of the receipts of latest payments made to the EPF authorities /ESI authorities in respect of their employees for similar services provided in other Government /PSUs
- i) Attested copy of the PAN Card

i) **Address proof of the Office premises**

Attested copy of any one of the following documents will be accepted as Address Proof

- a) Attested copy of the latest BSNL landline telephone bill in the name of the firm Or bidder with clear address of the office of the firm as shown in the bid document.
- b) Attested copy of the passbook of any nationalized bank showing the bidder's name and office address as mentioned in the tender document.

TENDER SCHEDULE:

2.26 The Tender Schedule shall be read in conjunction with Instructions to Tenderers and Conditions of Contract and the Tenderer shall be deemed to have carefully examined all these documents. The specifications for the entire work are to be read together and not in isolation.

2.27 The required duration of services indicated by the BSNL in the Tender Schedule are approximate and are subject to change. Any change effected shall be binding on the Tenderer as though included in the original Tender Schedule and any such change will not make the agreement void. No revision of tendered rates shall be considered on any ground whatsoever.

2.28 The time of commencement of services and hours of services required per day indicated in Section-VI of this document shall not be considered as representing firm/final quantities. Asst. General Manager (Admn) or his authorized representatives shall measure the actual hours of service provided by the Tenderer per day at the station/ route/ office/ location. The amount payable to Tenderer shall then be calculated for the actual hours of work done by him on pro-rata basis from the rate approved by the BSNL. for 8 hours of service per day.

COMPLETION OF TENDER DOCUMENT:

2.29 The Tenderer shall quote the rate only in English or in Hindi both in words and figures at the space provided for the same. In the case of illiterate Tenderers, a witness shall attest the rate tendered. If the rate quoted in words differs with that in figures, the lowest of both the rates only shall be considered. If the rates are not quoted in words, the tender is liable to be rejected.

2.30 The Tenderer shall sign in full with date, all corrections, additions and alterations made in the entries of the Tender Document. No errors or overwriting or whitener are permissible unless attested under the signature of the Tenderer with date.

2.31 The Tenderer shall duly complete the information sought about him in the Tender Document. The tender shall contain the name, residence and place of business person/persons making the tender and shall be signed by the Tenderer with his usual signature. A Post Box Number given merely as an address shall not be entertained.

OPENING OF TENDERS:

2.32 The tender will be opened on the date and time as specified in the Notice Inviting Tender, contained in the Tender Document by Asst. General Manager (Admn) or the Officers authorised by him, in presence of the available Tenderers. The number of representatives allowed to be present at the venue of the tender opening shall be restricted to ONE PER TENDERER.

2.33 If the date of opening of the tender specified in the Notice Inviting Tender happens to be a holiday due to any reason, the tender will be opened on the immediate succeeding working day at the same time as specified in the Notice Inviting Tender, without any more notices.

REJECTION OF TENDER:

2.34 Asst. General Manager (Admn) shall reserve the right to refuse:

- a) Consideration of any tender not supported by the requisite Earnest Money Deposit in the manner provided therein,
- b) Consideration of any tender deficient or incompetent in any of the requisite matters or particulars or formalities or documents or for any other reason which shall not be disclosed to the Tenderers,
- c) Consideration of any tender/offer with changes/alterations in the terms or conditions or instructions or construction/engineering specifications or time schedule, other than contained in this Tender Document.

QUOTATION AND TENDER EVALUATION:

2.35 The quotation submitted by the Tenderer shall contain rates in two portions, NON –NEGOTIABLE RATE PORTION and NEGOTIABLE RATE PORTION. In both the cases, the amount to be quoted by the Tenderer shall be for providing services called for at the given locations, for eight hours service per day , for a period of one year from the date of signing the agreement, irrespective of holidays, festival days, any sort of strike days, ‘bandh’ days or ‘harthal’ days, in accordance with terms, conditions and specifications contained in the Tender Document.

2.36 The NON – NEGOTIABLE PORTION in the quotation contains the minimum wages for unskilled workers including variable dearness allowance, APPLICABLE FOR 8 hours of work , employer’s contribution towards EPF and establishment charges @ 5.75% of minimum wages and the employers EPF contribution together. The establishment charges is fixed on calculations towards the administrative expenditure incurred by the contractor₁₀ for providing 8 hours service per day.

{Signature of Tenderer with seal}

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The Rates of wages including VDA revised with effect from 01-04-2009 for the unskilled workers per day fixed by the Ministry of Labour & Employment O/o Chief Labour Commissioner Central New-Delhi for Telegraph, radio, wireless, telephone/telecom maintenance works , shall be quoted under the non-negotiable portion.

2.37 The 'NEGOTIABLE RATE' portion shall contain the service charges for providing the service for 8 hours per day . This rate shall also include all the payments towards the statutory taxes and duties payable by the Tenderer for providing the service by him as a contractor and cost of all these shall be deemed to be included in the prices quoted by the Tenderer at the time of submitting his tender. However, the Service Tax as applicable from time to time shall be paid by BSNL to the successful Tenderer, subject to the submission of the documentary evidence along with subsequent bills. **In the event of revision of wages or revision of VDA pursuant to the hike or decline in the CPI index , the increased wages or increase or decrease in VDA shall have to be paid TO HIS EMPLOYEES by the Contractor during the currency of the agreement.** This portion includes all payments to be made by the successful Tenderer to his employees as per The Minimum Wages Act, 1948, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and The Employee's State Insurance Act, 1948 amended from time to time or any other compensatory payments to be made to his employees as per the labour laws applicable for that area, for carrying out the work. **In case any difference in minimum wages is payable to the Contractor's employees according to the directions of the Labour Enforcement Officer during the currency of the contract, the same shall have to be paid by the contractor immediately.**

2.38 The rate under the negotiable portion shall also include all payments towards compensatory, insurance and welfare measures payable by the Tenderer for the employees engaged by him. However, contribution towards Employees Provident Fund are included in the non-negotiable rate portion, which will be paid to the successful Tenderer, subject to the submission of the copy of the payment particulars made to the EPF authorities, along with the names of the employees engaged by him.

2.39 The Tenderer's shall quote their rate for the negotiable portion in the Tender Schedule notwithstanding anything else herein stated, the total negotiable rate portion quoted by the Tenderer together with the non-negotiable rates payable to the successful Tenderer for providing services called for the prescribed hours per every day, shall include all the cost to be incurred by BSNL, for getting the uninterrupted service for the prescribed hours and days through out the year.

2.40 The rates quoted by the Tenderer under the NEGOTIABLE PORTION of the TENDER SCHEDULE for providing 8 hours service per day shall form the basis for tender evaluation. .

PAYMENT FOR INCREASE/REDUCTION IN WORKING HOURS PER DAY:

2.41 During the period of contract, if General Manager Telecom , BSNL, Gulbarga feels it is absolutely necessary for the interest of BSNL, to increase the hours of service per day, for a short period during the contract or the remaining period of the contract and the same is conveyed to the Tenderer in writing, the Tenderer shall extend the service for the additional hours per day so ordered, within a period of twenty four hours from the date of such orders.

2.42 In a similar manner, if General Manager Telecom, BSNL, Gulbarga decides to reduce the hours of service per day due to whatsoever reasons, and the same is conveyed to the Tenderer in writing, the Tenderer shall withdraw the service for the hours per day so ordered to reduce, within a period of twenty four hours from the date of such orders.

2.43 In all cases, General Manager Telecom , BSNL, Gulbarga or his authorized representatives shall measure the actual hours of service provided by the Tenderer per day at the station/ office/ location. The amount payable to Tenderer shall then be calculated for the actual hours of work done by him on pro-rata basis from the daily rate i.e., from the combined rate of non-negotiable portion and the negotiable portion together, approved by the BSNL for carrying out the work.

RATES BINDING TO THE TENDERER:

2.44 The pro-rata rate fixed on the approved total daily rate i.e., the combined rate of non-negotiable portion and the negotiable portion together, by the BSNL for carrying out all the additional/less hours of work per day, as per the description of work contained in this Tender Document shall be binding to all the Tenderers. **The Tenderers who are willing to execute the work as per the conditions, specifications and rates approved on pro-rata basis for actual hours of work done per day only need to participate in this tender.**

WORK BINDING TO THE TENDERER:

2.45 The work of providing service for UPKEEP OF TELEPHONE EXCHANGES/MOBILE SITES/OFFICES at the Gulbarga as specified by General Manager Telecom , BSNL, Gulbarga shall form the COMPLETE WORK IN ALL RESPECTS. The successful tenderer, whose rate for providing service is approved by the BSNL, shall execute the complete work in all respects, after issue of work order by the competent authority.

VALIDITY PERIOD FOR ACCEPTANCE OF TENDER:

2.46 Tender submitted by the Tenderer will remain valid for acceptance for a period of THREE MONTHS from the date of opening of the tender. The Tenderers shall not be entitled during this period of three months to revoke or cancel his tender or to vary the tender submitted or in terms thereof. General Manager Telecom , BSNL, Gulbarga shall communicate the acceptance of tender to the Successful Tenderer.

INITIAL SECURITY DEPOSIT:

2.47 The successful tenderer shall deposit within a week's time the sum equal to Rs. 45,000/- in the form of DD in favour of Accounts Officer (Cash) , o/o GMTD, BSNL , Gulbarga payable at Gulbarga, which will be intimated by Asst. General Manager (Admn) o/o GMTD, Gulbarga before signing the Contract Agreement . EMD paid by the successful tenderer will be converted into SD. The total security deposit paid by the tenderer will be Rs. 90,000/- which will not carry any interest The Security Deposit will not bear any interest for any period whatsoever.

SIGNING OF THE CONTRACT AGREEMENT:

2.48 The Successful Tenderer, will have to execute an Agreement on a non-judicial Stamp Paper of Rs.100/- (Rupees Hundred only), for which the cost of stamp paper to be born by the Tenderer, in the prescribed form as contained in this Tender Document to the effect that the Tenderer and Asst. General Manager (Admn) are bound by terms and conditions in the Agreement which in turn will be the same terms and conditions as specified in the Tender Document.

2.49 In the event of failure of the Tenderer to submit the requisite Security Deposit, or sign the Agreement within TWO WEEKS from the date of issue of the Letter of Intent or the date specified in it, to do so, after the acceptance of the tender, the amount of Earnest Money deposited along with the tender shall stand forfeited and the acceptance of the tender shall be re-considered and revoked. The Tenderer may be debarred from participating in similar tenders called for by General Manager Telecom for a period of ONE YEAR from the date of issue of the order for revocation.

DOCUMENTS REQUIRED FOR ENTERING INTO AGREEMENT:

2.50 The following documents are to be submitted by the Tenderer for entering into the agreement.

- a) Initial Security Deposit as prescribed separately for each service in the manner specified in the relevant Clause, contained in this Section of the Tender Document.
- b) Fidelity Insurance policy for a minimum amount of Rupees **one lakh**, taken in favour of BSNL against any loss or damage to the property of the BSNL due to untruthful or fraudulent activities during the execution of work by him or his representatives or his attendants.
- c) Workman Compensation Insurance policy as required by law to indemnify and keep indemnified the BSNL from and against all manner of claims, demands, losses, damages, cost charges and expenses during the execution of work.
- d) The scheme of intended organisation for the contracted work and the name and address of the Supervisor along with the specimen signatures.
- e) The probable name and address of the persons to whom the contractor is proposing to employ for carrying out the contracted work.
- f) Any other supporting document as required by General Manager, which is necessary to reinforce any of the claims/documents submitted by the Tenderer.

(End of Section - II Instructions to Tenderers, Clauses 2.1 to 2.50)

SECTION - III: CONDITIONS OF CONTRACT

CLAUSE NO:

DEFINITIONS:

3.1 The CONTRACT means the documents forming the tender and acceptance thereof and the formal agreement executed between Asst. General Manager (Admn) for and on behalf of the BHARAT SANCHAR NIGAM LIMITED and the CONTRACTOR together with the documents referred to therein including the Conditions of Contract, the specifications, designs, drawings and instructions issued from time to time by General Manager and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.

3.2 In the CONTRACT, the following expressions shall have the meaning hereby respectively assigned to them:

- a) The expression “WORKS” or “WORK” shall be construed and taken to mean the works or services by or by virtue of the contract, contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- b) The “SITE” shall mean the location and/or other places, the transmission equipments are installed and/or the controlling/administrative offices are functioning, where the work is to be executed under the contract.
- c) The “CONTRACTOR” shall mean the individual/agency/company/society, who undertakes the works and shall include the legal personal representative or
{Signature of Tenderer with seal}

such individuals composing such agency/company/society or the successors of such individual/ agency/company/society and the permitted assignees or such individual/ agency/ company/ society.

- d) The "SITE-IN-CHARGE" shall mean the SUB DIVISIONAL ENGINEER`s of the BSNL who may be placed by General Manager as in-charge of the work at the SITE at any particular period of time.
- e) The "DIVISIONAL ENGINEER" means, the Engineer in-charge of the division, who shall supervise and shall be in-charge of the work in the entire division, at any time and who shall sign the CONTRACT on behalf of the BSNL.
- f) The BSNL shall mean the BHARAT SANCHAR NIGAM LIMITED, a Public Sector Company, under the Ministry of Communications, Government of India.
- g) All references of the officers listed below in various clauses shall be taken to mean the Officers, in their respective Grades employed in the BSNL by whatever designations are assigned to them from time to time and who may be in-charge of direction, execution, supervision, acceptance, settlement, etc. from time to time and includes their successors in office. Words imparting the singular number include the plural number and vice-versa.
 - i) Chief General Manager, Karnataka
 - ii) General Manager, Gulbarga
 - iii) Deputy General Manager, Gulbarga
 - iv) Asst. General Manager (Admn)
 - v) Sub Divisional Engineer (Genl)
 - vi) Accounts Officer (Cash)

REPRESENTATIVE OF THE BSNL:

3.3 The BSNL shall be represented by General Manager, who will be in-charge of the work in the entire division. The representative of the BSNL in the work site shall be the SITE-IN-CHARGE (Sub Divisional Engineer/Junior Telecom Officer) or such other officers as General Manager may from time to time designate in writing and they shall be deemed to be authorized to represent the BSNL in respect of the work and any decision, agreement or instruction in writing by the representative of the BSNL, as aforesaid, which is within his powers shall be binding on the Contractor.

REPRESENTATIVE OF CONTRACTOR:

3.4 The Contractor shall have a Manager/Supervisor fully authorized to represent the Contractor on matters involving the work and to whom the representative of the BSNL can make known decisions, authorizations, interpretations and notification and who shall likewise be provided the responses to the BSNL on behalf of the Contractor, if the Contractor himself can not fully devote for such activities, or if the Contractor is not an individual. Notices given in writing to the Manager/Supervisor shall be deemed to be notices given to the Contractor.

3.5 The Contractor shall notify the BSNL, at the time of the execution of the Contract/Agreement, the scheme of his intended organization for the contracted work and the name and address of the Manager/Supervisor along with the specimen signatures. Any change in name and address of any Manager/Supervisor notified as aforesaid shall be promptly intimated in writing to the BSNL.

SERVICE OF NOTICE:

3.6 Any Notice, order or other communication sought to be served on the Contractor with reference to the contract shall be deemed to have been served if delivered by hand under acknowledgement or sent by registered post to the office of Contractor at site or to the head- office¹⁴ of the Contractor, while any notice or order or

communication by the Contractor to be served on Asst. General Manager (Admn) with reference to the contracts shall be valid, if delivered the same by hand under acknowledgement or through registered post to the office of Asst. General Manager (Admn) at his head quarters.

INTERPRETATION OF THE CONTRACT DOCUMENTS:

3.7 Asst. General Manager (Admn) and the Contractor 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 the Contract. It shall be the Contractors responsibility to thoroughly familiarize all of his Manager/Supervisory personnel with the contents of all the Contract Documents.

PERIOD OF VALIDITY:

3.8 The rates quoted shall be firm and valid for any work order that may be issued within a period of one year from the date of entering in to agreement until the completion of works assigned under each work order. The work order will be issued month wise generally and the same will be issued in the last week of the preceding month. The work may vary from month to month and the same will be mentioned in the work order issued for each month. Any additional service under the jurisdiction of the concerned DE should be carried out by the approved contractor/agency at the same rate and terms and conditions.

PRICE VARIATION:

3.9 The BSNL shall not be responsible for any escalation in cost of labour or materials, machinery, equipment etc. what-so-ever or any increase in any duties, levies, or taxes in respect thereof what-so-ever and the Contractor's rates during the period of validity and Contractor's obligation shall remain unaffected by such escalation.

CHANGES AND EXTRA WORK:

3.10 In the Contract, the following expressions shall have the meaning hereby respectively assigned to them:

- a) "Change" as used herein means a substitution for, or omission of, any Work or other requirements within the general scope of the work, for which the performance of or compliance with which is contemplated by the contract documents.
- b) "Extra work" as used herein means any work or 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 work.

3.11 For the purpose of clarifications, it is declared that, any work or operation which shall be necessarily incidental to the proper performance of any item of work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work. Any extra quantity of work already awarded will not come within the scope of "Extra work".

3.12 For extra work which is not covered within the scope of this contract, the Contractor will receive extra compensation on the basis of a lump sum unit price as may be agreed upon in advance, in writing between General Manager and the Contractor. In cases, of such of the works, where an interpolation of the rates are possible both the parties shall accept such rates.

3.13 If the altered, additional₁₅ or substituted work includes any work for
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which rates are not specified in the contract for the work and cannot be derived from similar class of work in the contract, then such work shall be carried out at the rate determined by General Manager on the basis of the prevailing market rates where the work was done, and this rate shall be communicated in writing.

METHOD AND MANNER OF PERFORMANCES:

3.14 The Contractor shall be an independent Contractor and shall have complete charge of the men/women engaged in the performance of the works to be performed hereunder and shall perform the work in accordance with his own methods and at his own risk subject to compliance with terms, conditions and specification contained in this Tender Document.

3.15 The Contractor shall throughout the stipulated period of the contract execute the work in the best and most substantial workman like manner and both as regards material and otherwise in respect, in strict accordance with the contract document or such additional particulars and instructions as may be found requisite to be given during carrying out the works, enforce good order among his employees and shall not employ on the works any unfit person or any one not capable or not properly qualified to properly perform the work assigned to him.

3.16 The Contractor shall intimate the name and address of the persons employed in respect of the works and shall not engage any employee that Asst. General Manager (Admn) or SITE-IN-CHARGE may for any reason object to. If Asst. General Manager (Admn) or SITE-IN-CHARGE requires the Contractor to dismiss or remove from the site of the work any person or persons in the Contractor's employment in connection with the work, who may be incompetent or misconduct himself and the Contractor shall forthwith comply with such requirements. If the contractor removes/replaces/changes any person or persons in contractors employment in connection with the work, the name and address of the new person in the contractors employment shall be intimated to Asst. General Manager (Admn) or SITE-IN-CHARGE.

SECURITY DEPOSIT:

3.17 The successful tenderer shall deposit within a week's time the sum equal to 2.5 % (**Total Five Percent**) of the total Accepted Tendered value for one year (both non-negotiable and negotiable rates together), of the nearest hundred Rupees, in the form of DD in favour of **Accounts Officer (Cash), O/o GMTD, BSNL Gulbarga** payable at **Gulbarga**, which will be intimated by Asst. General Manager (Admn) before signing the agreement. The EMD already paid will be converted into Security deposit. The Security Deposit will not bear any interest for any period whatsoever.

3.18 Security Deposit shall be liable for appropriation/adjustment against any compensation for interruption of service rendered, or cost of materials or stores lost or damaged while carrying out the work, or cost of materials or stores not returned to the BSNL on completion of work, or cost of defective components, spares or tools towards damage of other utility services while carrying out the work, or any claim against the contractor for the payment of money arises out of or under this contract, which the Contractor does not meet directly or through the running/ final bills payable to him.

3.19 If the contractor fails or neglects to perform any of his obligation under the contract, it shall be lawful for the BSNL to forfeit either whole or any part of the Security Deposit furnished by the contractor, after issuing "SHOWCAUSE" Notice, which will be duly examined for final decision by the competent authority and the decision conveyed to the Contractor in writing by Asst. General Manager (Admn) .

3.20 All the compensation/other sum of money payable by the Contractor under the terms of this contract may be deducted from the Security Deposit or any sum which may be due or may become due to the Contractor by the BSNL on any account whatsoever. In the event of the Security Deposit being in-sufficient or if no Security Deposit 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/any other contract with BSNL. If this sum is not sufficient to cover the full amount recoverable, the Contractor shall pay to BSNL on demand the balance remaining due.

SUB-CONTRACTS:

3.21 The Contractor shall not assign, sub-contract or subject the whole or any part of the work covered by the contract or any benefit thereof without the prior written approval of General Manager , who reserves the right to refuse or not to permit any person or organization or sub-contractor to participate in the works covered by the contract.

3.22 The assignment or sub-contracting of any such work, if permitted by General Manager shall not relieve the Contractor of any of his liabilities and responsibilities in concern with the work covered by the contract, the intention being that notwithstanding any assignment or sub- contracting, the Contractor shall be and remain primarily and principally liable to the BSNL in terms thereof and for the due fulfillment of the contracted works, any assignee or sub-contractor being regarded merely as the agency of the Contractor.

PARTNERSHIP FIRMS:

3.23 Where the Contractor is a partnership firm, the previous approval in writing of General Manager shall be obtained before any change is made in the constitution of the firm or transferring the business to another person or company. General Manager reserves the right to refuse or not to permit any person or organization to participate in the works covered by the contract, if the Contractor does not obtain previous approval as aforesaid.

3.24 In the event of the Contractor, with such consent aforesaid, transferring the business during the period of this contract, the Contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the Contractor under this contract and be subject to his liabilities there under.

PROTECTION OF PROPERTY AND EXISTING FACILITIES:

3.25 The Contractor is fully responsible for taking all possible safety precautions during preparation for and actual performance of the works, and for keeping the work site in a reasonably safe condition. The Contractor shall protect all property and existing facilities from damage or losses while carrying out the work/duty.

INDEMNITIES:

3.26 The Contractor shall indemnify, and save harmless the BSNL from and against all actions, suits, proceedings, costs (inclusive between attorney and client), damages, charges, claims and demands what so ever, either in law or in equity and all costs and charges and expenses that the BSNL, its officers and employees may sustain, suffer or incur arising from or out of or incidental to in connection with any acts or commissions of the Contractor, his agents, employees, assignee or sub-contractor. This provision shall also apply to the sub-contractor or assignee as the case may be.

COMPLIANCE WITH LAWS AND REGULATIONS:

3.27 The employ engaged by the contractor will be in the employment of the contractor only and not of the BSNL. The contractor will be responsible for payment of minimum wages fixed by the competent authorities of the Ministry of labour for the services provided by the contractor. All the personnel engaged shall be covered under the ESI,EPF and shall pay contribution of the workers together with their own contribution to the ESI and EPF authorities. The contractor shall provide weekly holidays , national and Festival Holidays and leave with wages and other benefits as per rules. The contractor shall pay the gratuity and bonus as per the provisions of the payment of bonus act and payment of gratuity act 1972. That apart the personnel engaged by the Contractor shall extend all the benefits accruing to them under the various labour laws applicable. During the performance of the works, the Contractor or his assignee 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 any Government, Governmental Agency/Departments, or Corporation/Municipal/Panchayat Boards and shall provide all easements, permits, licenses and certificates of compliance therewith as may be required by such applicable Laws, By-laws, Rules, Regulations, Orders and/or Provisions.

3.28 Subject to the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules 1971, as amended from time to time, the Contractor shall register themselves with Assistant Labour Commissioner. The Contractor shall be allowed to commence the actual work only on production of the necessary Labour License, which shall be valid until the completion of the work, from the concerned Licensing Authority.

LABOUR WELFARE ACTS AND RULES:

3.29 The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923, Payment of Wages Act 1936, Employees Liability Act 1938, Industrial Disputes Act 1947, Minimum Wages Act 1948, Employees' State Insurance Act 1948, Employees' Provident Funds and Miscellaneous Act 1952, Maternity Benefits Act 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970 as amended from time to time or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The regulation aforesaid shall be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

3.30 Asst. General Manager (Admn) 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 a worker or workers employed directly or indirectly by the Contractor for the work, by reasons of non-fulfillment of various Labour Welfare Acts and Labour Regulations which are in force in the Union of India from time to time, non-payment of wages or of deductions made from his or their wages which are not justified. The Contractor shall indemnify BSNL against payments to be made under for the observance of the Laws cited in the aforesaid Clause, contained in this Section of the Tender Document.

LABOUR PAYMENTS, RECOVERIES AND REMITTANCE:

3.31 The Contractor shall pay every workmen engaged by him for the work a wage which is not less than the rates prescribed under the Minimum Wages Act 1948, for such employment where applicable and where the rates have been fixed by agreement settlement or award, not less than the rates so fixed, without any deduction of any kind, except those specified in various Rules and Regulations in force by the

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Government of India. The Contractor shall maintain a Register of Wages and obtain the signature, or the thumb impression of the worker concerned against the entries relating to him on the register of wages. The entries in the register of wages, in the prescribed format shall be authenticated by the signature of the contractor or his assignee and shall be certified by the BSNL Site-in-Charge, every month. Copy of such attested REGISTER OF WAGES for the previous month shall be attached along with the subsequent running bills while submitting for payment.

3.32 The Contractor shall recover employee's contribution towards the EPF at the rates prescribed under the Employees' Provident Funds and Miscellaneous Act 1952 and remit it to the EPF authority, every month along with the employer's contribution, which will be paid by BSNL. For this purpose, the Contractor shall register themselves with the Employee's Provident Fund Organization within THIRTY DAYS of the receipt of the work order for the service and forward the EPF code to Asst. General Manager (Admn) before submitting the first running bill. The Contractor shall also recover employee's contribution towards the ESI at the rates prescribed under the ESI Act, and remit it to the ESI authority, every month along with the employer's contribution, which will be paid by the BSNL on production of the proof of remittances to the ESI authorities along with the bill with the list of workers.

3.33 A Register of Recoveries and Remittance shall be maintained by the Contractor to provide details of recoveries made towards each of the workers engaged by him in respect of EPF, ESI etc along with the paid receipt of the concerned organization. The entries in the Register of Recoveries and Remittance, in the prescribed format shall be authenticated by the signature of the contractor or his assignee and shall be verified by the BSNL Site-in-Charge, every month. Copy of such attested REGISTER OF RECOVERIES AND REMITTANCE for the previous month shall be attached along with the subsequent running bills while submitting for payment.

INSURANCE:

- 3.34 Without limiting any of his other obligations or liabilities, the Contractor shall, at his own expense,
- a) Take and produce Fidelity Insurance policy for a minimum amount of Rupees **one lakh**, taken in favour of BSNL against any loss or damage to the property of the BSNL due to untruthful or fraudulent activities during the execution of work by him or his representatives or his attendants.
 - b) Take and provide Workmen's Compensation Insurance as required by law and undertake to indemnify and keep indemnified the BSNL from and against all manner of claims and demands and losses and damages and cost charges and expenses that may arise in regard to the same or that the BSNL may suffer or incur with respect to or incidental to the same.
 - c) Take and keep comprehensive insurance including third party risk for the machinery and materials brought to the site and for all the work during the execution.

TAXES AND DUTIES:

3.35 Notwithstanding anything else herein stated, the Contractor shall pay all levies, fees, royalties, taxes and duties payable under the provisions of Statute, Rules or Regulations of the Central/State Government or Local Bodies arising out of the Contract or by virtue of the Contract or incidental to the Contract in respect of the works or operation(s) or any part thereof to be performed by the Contractor. The Contractor shall allow the BSNL to recover such taxes¹⁹ and duties from his bills payable and

indemnify and keep indemnified the BSNL from and against the same or any default by the Contractor in the payment thereof.

MATERIALS SUPPLIED BY THE BSNL:

3.36 All materials supplied to the Contractor by the BSNL shall remain the absolute property of BSNL and shall not be removed from site of the work except for use in the work and shall be at all times open to inspection by General Manager or any of his authorized representatives. Any such material remaining unused at the time of the abandonment, completion or determination of the contract shall be returned to SDE (Genl)/site incharge .

3.37 The Contractor shall submit a proper Book of Account on every month for all the materials supplied to him by the BSNL and those consumed for items of work. Any discrepancy or difference between the materials issued to Contractor and those consumed in the work as per the calculation of BSNL (which shall be final) will be charged to the Contractor or deducted from his running account bills or final bill at current cost price including, freight handling charges, storage charges, etc. plus 17.5% (seventeen and half percent) charges of BSNL.

OBLIGATIONS OF GENERAL MANAGER:

The obligations of General Manager or his authorized representative of the BSNL towards the Contractor are generalized as under:

- a) To supply instructions in writing to commence, carry out and complete the work as per time schedule or extended time schedule when the occasion warrants.
- b) To make available the materials to be issued by the BSNL to the Contractor for carrying out the work, at site.
- c) To monitor and measure the work done and work connected thereof carried out by the Contractor and to take appropriate corrective actions, in case of deviations.
- d) To make payment that is due towards work done on this contract through the paying authority.

INSPECTION:

3.39 All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of General Manager and his authorized subordinates, and the Contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of General Manager or his subordinate to visit, the works shall have been given to the Contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Divisional Engineer, Deputy General Manager, General Manager, or Chief General Manager, of the BSNL, also may inspect all work under or in course of execution.

AUDIT AND TECHNICAL EXAMINATION:

3.40 BSNL shall have the right to cause an audit and technical examination of the works and the final bills of the Contractor including all supporting vouchers, abstract, etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the Contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the Contractor shall be liable to refund the amount of over-payment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in the relevant Clauses, contained in this Section of the Tender Document, or in any other manner permissible, and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by BSNL to the Contractor.

PAYMENT OF RUNNING BILLS:

3.41 All intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound, imperfect or unskilled work to be removed and taken away, or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, conclude, determine or affect in any way the powers of General Manager under the conditions contained in this Tender Document.

3.42 The Contractor shall submit running bills in quadruplicate to the office of concerned GENERAL MANAGER on or after the first day of every calendar month, for the work executed during the preceding calendar month, based on the actual hours of service rendered at the site on every day of the month under claim, duly verified and certified in all respect by the SITE-IN-CHARGE/ Divisional Engineer. Each claim bill of contractors must accompany the list showing (i) details of labourers /employees engaged (ii) duration of their engagement (iii) the amount of wages paid to such labourers /employees for the duration in question (iv) amount of EPF contributions (both employer's and employees ' contribution for the duration of engagement in question , paid to the EPF authorities (v) copies of authenticated documents of payments of such contributions to EPF authorities and (vi) a declaration from the contractors regarding compliance of the conditions of EPF act 1952. vii) PAN details viii) Service Tax Registration on the bills. The ACCOUNTS OFFICER (CASH) will make the payments to the Contractor against the bills duly certified and passed by Asst. General Manager (Admn) s, normally within ONE MONTH from the receipt of the bills, after due verification about the correctness of the bills and compliance of all rules.

3.43 **Income Tax** at the rate as applicable from time to time, of the amount for which the bill has been passed and surcharge thereto as applicable, will be deducted as tax at source, under relevant Income Tax Rules. The Accounts Officer (Cash) will issue necessary Income Tax deduction certificate, detailing the amount so deducted as tax at source at the end of every financial year.

3.44 **Service Tax** at the rate as applicable from time to time, of the amount for which the contractor has claimed the bill, shall be paid by BSNL to the Contractor on submission of the documentary evidence along with subsequent bills, as per relevant Service Tax Rules.

3.45 The pre-receipted bills are to be submitted in quadruplicate and in the manner and form that may be prescribed by Asst. General Manager (Admn) and account payee cheque drawn on any Nationalised/ Scheduled bank for the amount passed in the bill will be issued for effecting the payments. All the cheques for payment shall be sent only by Registered post and shall not be delivered to any person by hand. The ACCOUNTS OFFICER (CASH), who at any period of time may be authorised by the BSNL, will make the payments after due verification of the bill for its correctness as per rules.

3.46 General Manager will have the right to recover compensation for interruption of service rendered by the Contractor, or cost of materials or stores lost or damaged while carrying out the work, or cost of defective components, spares or tools towards damage of other utility services while carrying out the work, from the bills submitted for payment. The Security Deposit with General Manager shall be considered for adjustment against compensation/other sum due, only at the time of final conclusion of the contract and final settlement of bills.

SETTLEMENT OF FINAL BILLS:

3.47 The final settlement of the bills shall be made fully after General Manager is satisfied that all the contractual obligations have been fully met, all the remaining materials available with the Contractor have been returned to BSNL and no amount remains due for recovery from the Contractor on any count.

3.48 The final bill shall be submitted by the Contractor, in the manner and form that may be prescribed by General Manager, within TWO WEEKS of the date of completion of the contract period or of the date of the certificate of completion furnished by Asst. General Manager (Admn) and payment shall be made within ONE MONTH from the date of submission of such bills, subject to deduction of Income Tax and any amount payable to the BSNL under this contract or any other contract.

REFUND OF SECURITY DEPOSIT:

3.49 If the contractor duly performs and completes the contract in all respects, the BSNL shall refund the Security Deposit or part thereof, or such balance thereof if any, as may remain after deduction there from in respect of any outstanding bills of the contractor to the BSNL as specified in the relevant Clauses, contained in this Section of the Tender Document, to the Contractor after a satisfactory period of THREE MONTHS guarantee from the date of completion of the contract period or of the date of the certificate of completion furnished by Asst. General Manager (Admn) .

PENALTY FOR INTERRUPTION OF SERVICE RENDERED:

3.50 Providing uninterrupted services for the purpose called for is vital for maintaining reliable communication and connectivity by BSNL to their customers. In order to discourage the provision of irregular services by the Contractor, a penalty shall be imposed on the Contractor for the interruption of services rendered by him. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the Contractor shall pay as compensation to BSNL, an amount equal to 25 % (twenty five percent only) of the amount payable per hour for every hour of interruption in providing the services so called for. For this purpose, the amount payable per hour shall be calculated on pro-rata basis from the daily rate approved by the BSNL for carrying out the work.

3.51 However, in a particular case, if General Manager is satisfied based on the facts and circumstances of the case, and also based on any written representation that the Contractor may make in this regard, that the interruption of services rendered by him was due to reasons beyond the control of the Contractor, and for reasons not attributable directly or indirectly to the Contractor, General Manager may have discretion to waive the realization of compensation for interruption of services, with the approval of competent authority. Whenever, such a decision has been taken, the Contractor shall ensure that. General Manager has actually taken such a decision and it has been communicated to the Contractor in writing before proceeding further with the work.

3.52 It is agreed by both the parties to the contract that the clauses relating to compensation for interruption of services rendered by the Contractor have been incorporated to act as a salutary, inducement to the Contractor to maintain proper degree of punctuality. It is also agreed by both the parties to the contract that, the above clauses do not constitute penalty or breach of contract.

TERMINATION, OTHER THAN DUE TO THE DEFAULT OF CONTRACTOR:

3.53 General Manager may, at any time, at his option cancel and terminate this contract by written notice stating reasons for such cancellation or termination to the Contractor, in which event the Contractor shall be entitled to payment for the work done up to the time of such cancellation. In all such cases, the written notice shall be served to the Contractor at least FOUR WEEKS in advance from the probable date of cancellation/termination. No compensation shall be payable to the Contractor towards purchases and hire of manpower and other material for use in respect of the work.

3.54 At any time, after the commencement of the work, if the BSNL shall not require the whole work or part thereof to be carried out as specified in the Tender Document, for any reasons whatsoever, General Manager shall give notice in writing of the facts 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 from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reasons of any alterations having been made in the original conditions and instructions which shall involve any curtailment of the work as originally contemplated.

DEMISE OF THE CONTRACTOR BEFORE FULFILLING THE CONTRACT:

3.55 Without prejudice to any of the rights or remedies under this contract, if the Contractor expires, General Manager shall have the option of terminating the contract without forfeiting the Security Deposit to the BSNL or any compensation to the Contractor, which does not amount to Breach of the contract. Any amount payable to the BSNL under this contract shall be recoverable from any payment due to him or from the Security Deposit submitted by him.

3.56 Contractor's legal heirs/representatives shall not without the consent in writing of General Manager, have the right to continue to perform the duties or engagements of the Contractor or under the contract, in case of his death. In all cases proof of death and other relevant documents to this effect shall be submitted to General Manager, in writing.

BREACH OF CONTRACT:

3.57 The breach of contract is the failure or refusal to perform it. Any breach of contract by one party to it gives the other party an immediate cause of action and a right to damages as compensation for loss following from the breach of contract. A breach occurs where a party to the contract repudiates or fails to perform one or more of the obligations imposed upon him by the contract. The failure to perform may take place when the time for performance has arrived or even before that. Thus, the "Breach of Contract" mentioned above covers both the Anticipatory Breach and the Present Breach.

3.58 General Manager may without prejudice to his right against the Contractor in respect of any interruption of services rendered by him or inferior workmanship or otherwise or to any claims damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, by notice in writing, absolutely determine the contract in any of the following cases:

- a) If the Contractor shall fail to commence the work as specified in the Letter of Intent or Work Order after entering into the Agreement for the work.
- b) If the Contractor having been given by General Manager /site incharge a notice in writing to rectify or replace any defective work or that the work is being performed in any inefficient or improper or un-workman like manner shall omit to comply with the requirements of such notice for a period of SEVEN DAYS thereafter.
- c) If the Contractor shall desert or suspend or delay the execution of the work so that either in the judgment of General Manager (which shall be final and binding) he will be unable to fulfill the work within the specified time or he has already failed to complete the work by the specified time, which otherwise could have been completed within the time specified.
- d) If the Contractor being adjudged insolvent, or going voluntarily into liquidation, or in the case of company, shall pass a resolution, or the court shall make an order that the company shall be wound up, or if a receiver or a manager on behalf of a creditor shall be appointed.
- e) If the contractor being a Retired Officer of BSNL and entering as Contractor within a period of TWO YEARS of his retirement from Service, without the previous permission of the BSNL.
- f) If the Contractor being a near relative of an Officer or Employee of the BSNL and entering as a Contractor without the previous intimation/ permission of the BSNL. By the terms NEAR RELATIVES is meant Wife, Husband, Parents and Grand Parents, Children and Grand Children, Brothers and Sisters, Uncles, Aunts and Cousins and their corresponding in-laws.

g) If the Contractor commits breach of any of the terms and conditions of this contract.

3.59 If the Contractor, or any of his supervisors or employees or agents promise or offer any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, directly or indirectly to any of the officers or any employees of the BSNL or any person directly or indirectly relating to their offices or employment or any person, in any way, interested in the contract, such act will be considered as breach of contract and appropriate actions will be initiated by General Manager in accordance with the relevant Clauses, contained in this Section of the Tender Document

PENALTY FOR BREACH OF CONTRACT:

3.60 When the Contractor has made himself liable for action under any of the aforesaid reasons, General Manager for and on behalf of the BSNL shall have powers:

- a) To terminate or rescind the contract as aforesaid after proper notices (of which termination or rescission order in writing to the Contractor by General Manager shall be conclusive evidence). Upon such determination or rescission the Security Deposit remitted by or recovered from the Contractor under the contract shall be forfeited and shall be absolutely at the disposal of BSNL.
- b) To measure up the quantum of work completed in all respect of the Contractor after giving notice to the Contractor, and to take such part thereof as shall be unexecuted out of his hands and to give it to another Contractor to complete, in which case the Earnest Money Deposit and Security Deposit submitted by the former Contractor shall be forfeited and shall be absolutely at the disposal of the BSNL.
- c) To debar the Contractor from participating in any of the tenders, pertaining to that Division in case the Breach of Contract is being committed for first time, or that pertaining to all the Divisions under the jurisdiction of a General manager, in case the Breach of Contract is being committed for second time or further, for a period of ONE YEAR from the date of issue of termination or rescission order by General Manager.

3.61 In any case in which any of the powers conferred upon General Manager by the above Clauses, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected.

3.62 The Contractor whose work has been terminated or rescinded due to breach of contract and carried out through another contractor shall not have any right to initiate any legal proceedings to stall the work. Upon receiving the termination or rescission order in writing, under the hand of General Manager, the Contractor shall return the unused materials supplied by the BSNL within the date specified in the termination or rescission order, otherwise the cost of the materials supplied by the BSNL shall be recovered from the Contractor as per the relevant Clause, contained in this Section of the Tender Document.

3.63 In the event of any one or more of the courses of action, that may be adopted by General Manager, in accordance with the aforesaid Clause, contained in this Section of the Tender Document, the Contractor shall have no claim for compensation towards any loss sustained by him by reason of having purchased or procured any materials or entered into any engagements or made any advances on account of the execution of the work or the performance of contract.

DISPUTES AND ARBITRATION:

3.64 All disputes arising between the Contractor and BSNL out of this contract shall be referred to the sole arbitration of the General Manager Gulbarga Telecom District, Gulbarga or an officer appointed by him on his behalf. Any such dispute shall be referred to the sole arbitrator within a period of SIX MONTHS from the date of settlement of final bill. The award of the Sole Arbitrator shall be final and binding on the parties to the dispute. The dispute shall be referred to the Sole Arbitrator in the following manner:

- a) In case parties are unable to reach a settlement by themselves, the dispute shall be submitted for arbitration in accordance with contract Agreement.
- b) There shall not be a joint submission to the sole Arbitrator. Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- c) The onus of establishing the claims of the Contractor will be left with him only. The claim of the Contractor will be firmly resisted by utilizing all the evidence available with the BSNL.
- d) Once a claim has been included in the submission by the Contractor, alteration or modification thereof will be opposed by BSNL.
- e) The "Points of Defense" will be based on actual conditions of the contract. The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defense".
- f) The Arbitrator shall not entertain claims in the nature of ex-gratia payments, as these are not contractual obligations.
- g) If the Contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.
- h) In case the amount involved is heavy, General Manager may be within his rights to conduct the Defense by the Government Pleader.

3.65 Disputes if any arising even after arbitration shall ONLY be referred to a Judicial Court situated at the Head Quarters of General Manager with whom the contract was made. According to the Limitation Act, 1963, (as amended from time to time) the period of limitation for an application to set aside an award under the Arbitration Act, 1940 (as amended from time to time), begins to run from the 'date of service of the notice of the filing of the award'. When a signed copy of the award is given to the party and his signature taken as a token of such receipt, this shall amount to a notice and the time for filing an application according to the Limitation Act, 1963 would run from that date.

(End of Section - III, Conditions of Contract, Clauses 3.1 to 3.65)

Section IV

TENDERER'S PROFILE

Affix self signed
photograph of
tenderer

| | |
|---------|--|
| 1. | <p>Name of the bidder</p> <p>Name of the Firm/Concern(as per registration certificate)</p> <p>Address of the office of the Firm: (attach address proof as per tender conditions)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>TelephoneNo. _____ Mobile telephone no. _____</p> <p>Fax No. _____</p> |
| 2. | <p>Is your concern Recognized / Registered Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(Attach Photocopy as a proof)</p> <p>Tick as applicable</p> <p style="margin-left: 40px;">a. Whether the agency/firm is (i) sole proprietary firm yes/no</p> <p style="margin-left: 80px;">(ii) Partnership firm yes/no</p> <p style="margin-left: 80px;">(iii) private limited company yes/no</p> <p style="margin-left: 80px;">(iv) Welfare society yes/no</p> <p style="margin-left: 40px;">b. Recognized by Govt. of Karnataka as a housekeeping yes/no</p> <p style="margin-left: 80px;">Service provider</p> <p style="margin-left: 40px;">c. Registered under Companies Act yes/no</p> <p style="margin-left: 40px;">d. registered under Shops and Establishment Act yes/no</p> <p style="margin-left: 40px;">e. Registered as firm yes/no</p> <p style="margin-left: 40px;">f. Sister concern of(please specify name)</p> |
| 3. a | <p>Income Tax Permanent account Number (PAN) :</p> <p>(attach attested copy of PAN CARD)</p> |
| 3. b | <p>Service Tax Registration Number:- _____ :</p> <p>(attach ATTESTED COPY OF Registration Certificate)</p> |
| 3. c | <p>Registration/Allotment Number : Attach attested copies of registration certificates)</p> <p>ESI Registration No:</p> <p>Office Address where registered:</p> <p style="text-align: center;">:</p> <p>EPF Registration No; _____ :</p> |

| | |
|-----------|---|
| | Any other social security scheme for workers : (Like group insurance/personal accident insurance/pension etc for Drivers) (Give details) : |
| 4. | Experience (attach performance Certificate from the Govt. / PSU Companies / Public Agencies / Firms. : <u>Year (from-to)</u> <u>Name of the PSU/Govt unit</u> <u>No.of years</u> |
| 5. | Names of the sole proprietor or partners if partnership firm or directors if company (Attach proof), power of attorney etc. |
| 6 | Details of licences issued by state/central labour commissioners for similar works (attach attested copies of the certificates) |
| 7 | Name , address and specimen signature of the person authorized to enter into And execute contract agreement with BSNL |
| 8 | Specimen signature of the contractor /authorized signatory (BIDDER) 1. 2. |

Certified that, all the information given above are true and correct to the best of my knowledge and belief.

Signature of Tenderer :

Name (in block letters) :

Address of the Tenderer :

(End of Section - IV, Tenderer's profile)

SECTION – V : DESCRIPTION AND SPECIFICATIONS OF WORK

Providing services for upkeep of Telephone Exchanges/Mobile Sites/offices everyday as per terms ,conditions and specifications of the tender documents shall generally involve following works.

1. UPKEEP OF TELEPHONE EXCHANGES/MOBILE SITES/OFFICES: Dusting and cleaning of office furniture's, computers, lights , fans, electrical equipments , OFC equipments , testing instruments, fans, walls and windows, doors, signboards , TJBs, runways , switchboards, power plants, engine alternators, invertors, batteries in the station, sweeping and washing of floor, cleaning open spaces/ toilets/ wash basins and watering plants in the garden etc..
(ii) assisting on duty staff for moving meter trolley, power boards and wiring etc..
2. UPKEEP OF OFFICES: Dusting and cleaning of tables and chairs , cupboards, racks
Computers, office equipments, files, lights , fans other electrical equipments in office.
ii) moving files from officer to officer and giving required files , registers, papers and assisting office staff for neatly arranging records, sorting and safety of records etc.
iii) sweeping/cleaning building/open spaces, watering plants in garden, cleaning toilets
and other works in clean maintenance of office etc..
3. UPKEEP of Telephone Exchanges/Mobile Sites : Loading and unloading of OFC route equipments in the vehicles for route work, patrolling of Telephone Exchanges/Mobile Sites and planting of route and joint indicators , trenching of pits during faults and carrying out other route maintenance works as required by the Officer in Charge, arranging neatly all the stores in the store room etc...
- 4 Any office works as per site incharge instructions.

(End of section V- description and specifications of work)

SECTION – VI : LOCATION AND NO. OF HOURS OF SERVICE

(The number of hours of service required per station may vary depending upon the actual requirement every day. The amount payable to the successful bidder shall then be calculated for the actual hours of work done on prorata basis from the rate approved for providing eight hours of service per day only)

Present places as mentioned in Annexure-A

UPKEEP ANNEXURE-A

| SI No | Station/ Exchange Name | Type of Exchange | Proposed upkeep |
|-------|--|------------------|-----------------|
| 1 | JEWARGI T/E | MBM | 1 |
| 2 | SHORAPUR T/E | MBM | 1 |
| 3 | YADGIR T/E | MBM | 1 |
| 4 | SHAHAPUR T/E | MBM | 1 |
| 5 | AFZALPUR T/E | MBM | 1 |
| 6 | RSU ALAND ROAD | RSU | 1 |
| 7 | RSU P & T Qtrs | RSU | 1 |
| 8 | CSC JWG CROSS | CSC | 1 |
| 9 | RLU BS GLB | RLU | 1 |
| 10 | RLU AS GLB | RLU | 1 |
| 11 | RSU SR GLB | RSU | 1 |
| 12 | RLU NG GLB | RLU | 1 |
| 13 | RSU HBD Rd GLB | RSU | 1 |
| 14 | E-10B Exg GLB | Main Exge | 2 |
| 15 | DTO BLDG GLB | DTO | 1 |
| 16 | STORE DUMP KOTNOOR | STORE | 1 |
| 17 | N BSNL BTS YDG | MOB | 3 |
| 18 | Mobile Svcs in Glb City | MOB | 2 |
| 19 | Mobile Svcs in Shahapur Mkt NBSNL Site | MOB | 1 |
| 20 | Mob Svcs in Shorapur PHC N BSNL Site | MOB | 1 |
| 21 | Mob Svcs University NBSNL Site | MOB | 1 |
| 22 | Mob Svcs Cotton Mkt Site Glb | MOB | 2 |
| 23 | Mob Svc DE Office Glb | MOB | 1 |
| 24 | Mob Svcs in Open land Gunj NBSNL Site | MOB | 3 |
| 25 | BTS Site at Jwg T/E | GMTD Glb | 3 |
| 26 | Chincholi T/E | RSU | 1 |
| 27 | Shahabad T/E | MBM | 1 |
| 28 | Sedam T/E | MBM | 1 |
| 29 | Chittapur T/E | RSU | 1 |
| 30 | Wadi T/E | RSU | 1 |
| 31 | Kamalapur T/E | RSU | 1 |
| 32 | Aland T/E | MBM | 1 |
| 33 | Hunasagi T/E | RSU | 1 |
| 34 | Kembhavi T/E | T/E | 2 |
| 35 | Kalgi T/E | T/E | 2 |
| 36 | Nalwar T/E | T/E | 2 |
| 37 | GmtD Office | Office | 2 |
| 38 | TOTAL | | 50 |

All the above locations are in `C` area

EMD AMOUNT TO BE ENCLOSED: Rs. 45,000 (Rupees Forty five thousand only) demand draft drawn in favour of Accounts Officer , BSNL, O/o GMTD BSNL Gulbarga from any nationalized bank.

(End of Section – VI Location and number of hours of service)

SECTION – VII : THE TENDER SCHEDULE AND QUOTATION

To: Asst. General Manager (Admn)
Transmission Maintenance
Gulbarga.

Sir,

I/We have read the tender document FULLY and understood the terms and conditions of the tender for providing service of UPKEEP OF TELEPHONE EXCHANGES/MOBILE SITES / OFFICES/Telephone Exchanges/Mobile Sites as per section VI of this document. I/We hereby quote the following rates I have enclosed Demand Draft for Rs 45,000/- towards EMD . DD no. _____ Date _____ Bank name _____

| Sl. No | DETAILS | Amount in Rupees for 'C' AREA |
|------------|--|-------------------------------|
| I. | <u>Non-negotiable-</u> | <u>In Rupees</u> |
| 1. | Rates of wages including VDA for unskilled work per day payable to the workers employed by the Contractor Minimum wages fixed by the by the Chief Labour Commissioner(Central), New Delhi applicable w.e.f.01-04-2009 for unskilled workers telegraph/telephone/radio/television maintenance works for cities under C area shall be quoted here | |
| 2. | EPF 12% + Administrative charges 1.61% (of the amount at Sl.no.1 above) | |
| 3. | Establishment Charges @ 5.75% (of Sl. No. 1+2 above) | |
| II. | <u>Negotiable</u> | |
| 1. | SERVICE CHARGES FOR PROVIDING 8 HOURS OF SERVICE PER DAY | |
| | NET TOTAL (I + II) In figures and words | |

- (1) Above quoted rates are valid for one year from the date of signing the agreement.
- (2) In the event of revision of minimum wages by the state government or central government or revision of VDA, the increased wages or increase or decrease in VDA shall be paid by the contractor.
- (3) ESI at the rate of 4.75% of minimum wages will be paid by BSNL wherever applicable if the contractor submits proof of remittance to the ESI authorities along with copy of the register of recoveries and remittances shown in the tender document.
- (4) Service Tax as applicable will be paid extra by BSNL if the contractor claims service tax in the bill along-with documentary of making payments to the concerned authorities.
- (5) The finalization of the tender is subject to incorporation of legal views / modifications as advised by Legal Advisor appointed by BSNL.

SEAL

SECTION VIII A - D E C L A R A T I O N B Y T H E T E N D E R E R S

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 DGMM STSR Gulbarga.

SECTION VIII - B- DECLARATION BY THE TENDERERS

I/We agree to abide by all the terms & conditions in respect of the above-mentioned work as detailed in the TENDER DOCUMENT.

I/We also hereby declare that "I.....hereby certify that none of my Relative(s) as defined (* Definition mentioned below) is/are employed in BSNL Unit as details given in Tender Document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior information to me.

* DEFINITION: The near relatives for this purpose are defined as

Members of a Hindu Undivided Family.

They are husband and wife.

1. 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).

I /We also hereby declare that I/We have gone through all the Terms & Conditions and specification mentioned in the Tender document & I/We agreed to and abide by the same fully. I/We am/are also aware that my/our EMD Amount will be forfeited in favour of BSNL, If I/We fail to comply with any of the Tender Conditions mentioned in your Tender document.

EMD paid by Demand Draft of _____ Bank

1) DD No.....dtd_____ for Rs.45,000/- for bidding Gulbarga div.

SIGNATURE OF THE TENDERER

NAME OF THE TENDERER

ADDRESS OF THE TENDERER

SECTION - IX: MODEL DOCUMENTS

A. LETTER OF INTENT

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
GULBARGA TELECOM DISTRICT
Office of General Manager Telecom District
Near Head Post Office
GULBARGA-585101,

To

M/s,
.....,

NO.

Dated atthe.....

Sub: Letter of Intent for awarding the work of providing service of UPKEEP OF TELEPHONE EXCHANGES/MOBILE SITES/OFFICES in GULBARGA District - reg.

Ref: Your tender for the above-cited work in response to this office tender notification vide **no: dated.....**

Sir,

With reference to the above cited tender, it is hereby intimated that the rate quoted and agreed upon by you for executing the work of providing the service of UPKEEP OF TELEPHONE EXCHANGES/MOBILE SITES is hereby approved by the competent authority. The rate approved for providing the service of EIGHT HOURS PER DAY for a period of one year from the date of agreement, irrespective of holidays, festival days, any sort of strike days, 'bandh' days or 'harthal' days, in accordance with terms, conditions and specifications contained in the Tender Document is **Rs...(in figures)... (Rupees...(in words)...**)

You are requested to attend this office on or before **...(date)...** during office hours along with a Demand Draft for **Rs...(in figures)... (Rupees...(in words)...**), drawn on a nationalized bank in favour of Accounts Officer(Cash), BSNL, Gulbarga and payable at Gulbarga towards the Security Deposit and a non-judicial stamp paper for Rs.50/- (Rupees fifty only) for executing the requisite agreement along with the following documents required to be produced before entering into the agreement, in accordance with the relevant Clauses contained in the Tender Document.

- g) Initial Security Deposit as prescribed separately for each service in the manner specified in the relevant Clause, contained in this Section of the Tender Document.
- h) Fidelity Insurance policy for a minimum amount of Rupees **one lakh**, taken in favour of BSNL against any loss or damage to the property of the BSNL due to untruthful or fraudulent activities during the execution of work by him or his representatives or his attendants.
- i) Workman Compensation Insurance policy as required by law to indemnify and keep indemnified the BSNL from and ³⁴ against all manner of claims,

{Signature of Tenderer with seal}

- -

- demands, losses, damages, cost charges and expenses during the execution of work.
- j) The scheme of intended organisation for the contracted work and the name and address of the Supervisor along with the specimen signatures.
 - k) The probable name and address of the persons to whom the contractor is proposing to employ for carrying out the contracted work.
 - l) Any other supporting document as required by Asst. General Manager (Admn) , which is necessary to reinforce any of the claims/documents submitted by the Tenderer.

You are expected to commence the work by **...(date)...** in consultation with the Undersigned. A firm work order will be issued to you by the Undersigned on execution of agreement.

Thanking you,

Yours Sincerely,

(.....name)

**Asst. General Manager (Admn),
O/o GMTD, Gulbarga,
.....address.....**

B. AGREEMENT

AN AGREEMENT made this Day of(month)... ...(year)... between the Bharat Sanchar Nigam Limited, hereinafter called the BSNL (which expression shall unless excluded by or repugnant to the context, include his successors and assignees) on one part and M/s. ...(name and address)... (Acting through its constituted attorney) hereinafter called the 'Contractor' (which terms shall include their heirs, executors, successors and assignees) on the other part.

WHEREAS the BSNL is desirous of getting executed certain works namely:

PROVIDING THE SERVICE OF UPKEEP OF Telephone Exchanges/Mobile Sites IN GULBARGA DIVISIONS ,FOR SPECIFIED HOURS EVERY DAY, FOR A PERIOD OF ONE YEAR, IRRESPECTIVE OF HOLIDAYS, FESTIVAL DAYS, ANY SORT OF STRIKE DAYS, 'BANDH' DAYS OR 'HARTHAL' DAYS, IN ACCORDANCE WITH TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE TENDER DOCUMENT ISSUED VIDE REFERENCE NO: DATED AND LETTER OF INTENT ISSUED VIDE REFERENCE NO: DATED.....

AND WHEREAS the Contractor is ready and willing to execute the said works in accordance with the contract.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed and declared as follows:

1. THE NOTICE INVITING TENDER, Instructions to Tenderers and Conditions of Contract, issued vide tender notification no:..... dated..... and Letter of Intent vide no:..... dated (along with its enclosures) annexed hereto and such other additional particulars and instructions 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 'Contract Documents' wherever herein used.

2. IN CONSIDERATION OF THE PAYMENT to be made to the Contractor for the work to be executed by him, the contractor hereby covenants with the BSNL that the contractor shall in accordance with the contract documents duly provide, execute and complete the said works and shall perform all other acts, deeds, matters and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms and conditions of stipulations mentioned in the contract.

3. IN CONSIDERATION OF DUE PROVISIONS, executions and completion of the said works in all respect, in accordance with terms, conditions and specifications contained in the Tender Document, the BSNL hereby agrees with the contractor that the BSNL will pay to the contractor a sum of Rs...(in figures)... (Rupees...(in words)...) for the eight hours of service per day OR the amount payable calculated for the actual hours of service provided by the contractor on pro-rata basis from eight hours rate approved by BSNL and such other sum(s) as may₃₆ become payable to the contractor under the

{Signature of Tenderer with seal}

- -

provisions of the Tender Document, issued vide tender notification **no:.....**
dated..... These rates will be valid for a period of one year.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and
the year above written.

SIGNED AND DELIVERED BY, FOR AND ON BEHALF OF BHARAT SANCHAR
NIGAM LIMITED:

Signature :

Name :

Designation :

Address :

SIGNED AND DELIVERED BY, FOR AND ON BEHALF OF THE CONTRACTOR:

Signature :

Name :

Address :

IN THE PRESENCE OF:

1. Signature :

Name :

Address :

2. Signature :

Name :

Address :

C. WORK ORDER

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
Office of General Manager Telecom District,
Near Head Post Office
GULBARGA-585101,

M/s,
.....,

NO. Dated atthe.....

Sub: Work order for the work of providing services for ...(name of the service and location)... - reg.

Ref: 1. Letter of intent for the above cited work vide this office letter
no: dtd.....
2. Agreement signed between you and the Undersigned vide this
office reference no: dtd.....

Sir,

In accordance with the above-cited references, the work of providing services as per the terms, conditions and specifications contained in the Tender Document and the agreement entered between you and the Undersigned, is hereby awarded to you as per the following descriptions and details.

1. Quantum and Location of work

The list showing the locations and the number of hours of service required per day and the duration and rates for eight hours of service approved by BSNL as per agreement is enclosed. The provision of service shall not be interrupted through out the period irrespective of holidays, festival days, any sort of strike days, 'bandh' days or 'harthal' days and shall be in accordance with terms, conditions and specifications contained in the Tender Document.

3. Rate approved by BSNL

The rates approved by the BSNL for carrying out the work, in accordance with terms, conditions and specifications contained in the Tender Document, is Rs...(in figures)... (Rupees...(in words)...), for 8 hours of work per day. However, in all cases, the officer in charge of the work shall measure the actual hours of service provided by the Contractor per day in the station/location/office. The amount payable shall then be calculated for the actual hours of service provided by the contractor on pro-rata basis from the eight hours rate approved by the BSNL for carrying out the work.

4. Mode of Payment:

The bills for each month, may be submitted in QUADRUPPLICATE to this office on or after the first day of every calendar month, for the work executed during the preceding calendar month, based on the actual hours of service rendered at the site on every day of the month under claim, duly verified and certified in all respect by the Officer in charge.

Each claim bill of contractors must accompany the (I) list showing the details of labourers/employees engaged (ii) duration of their engagement, (iii) the amount of wages paid to such labourers / employees for the duration of engagement in question , (iv) amount of EPF contributions (both employer's and employees' contribution) for the duration of engagement in question , paid to the EPF authorities (V) copies of authenticated documents of payments of such contribution to EPF authorities and (vi) a declaration from the contractors regarding compliance of the conditions of EPF Act 1952, and declaration from the contractor regarding compliance of ESI Act 1948 amended from time to time. Asst. General Manager (Admn) will verify the bills for compliance of these instructions and pass the bill. The Accounts Officer (Cash) will make payment normally within one month of the receipt of the bill after due verification about the correctness of the bill as per rules.

5. Officers in charge of the work:

Shri., Sub Divisional Engineer, is in-charge of the work on behalf of Bharat Sanchar Nigam Limited. Further instructions and details can be had from him regarding the work.

With Best Wishes,

Yours Sincerely,

(.....name)
Asst. General Manager (Admn)
O/o GMTD, Gulbarga
.....address.....

Copy to:

1. DGM O/o GMTD, GULBARGA in favour of kind information.
2. AO (C), O/o GMTD, GULBARGA
3. SDE (Genl) : for information and necessary action please.

D. REGISTER OF WAGES

Name of the agency/service provider :

Name of the service and location :

Name of the Division :

Payment for the Month of :

| Sl. No. | Name of the Worker | Wages paid | Sign of the Worker |
|---------|--------------------|------------|--------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| Total | | | |

Signature of the Contractor with date :

Name and address of the agency :

“Certified that the amount shown in the above table has been paid to the workmen concerned by the Contractor in my presence on (date) at (place).”

BSNL Site-in-Charge

Signature with date :

Name :

Designation :

Office address :

E. REGISTER OF RECOVERY & REMITTANCE

Name of the agency/service provider :

Name of the service and location :

Name of the Division :

Month and year :

EPF code No. :

ESI code No. (if applicable) :

| Sl No | EPF A/c No. | Name of the Employee | Wages paid | EPF | | ESI paid (if applicable) | | Total |
|-------|-------------|----------------------|------------|-----------------------|--------------------------|--------------------------|-------------------------|-------|
| | | | | Employee's share @12% | Employer's share @13.61% | Employee's share @1.75% | Employer's share @4.75% | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Total | | | | | | | | |

NOTE: Remittance shall be supported by copies of receipts from the concerned organisations.

Signature of the Contractor with date :

Name and address of the agency :

Verified by BSNL Site-in-Charge

Signature with date :

Name :

Designation :

Office address :

(End of Section - VII, Model Documents, Sub-sections A to E)

Signature of the Tenderer

PROFORMA

G - ADVANCE STAMPED RECEIPT

(For Refund of SD/EMD Amount)

From: _____

To:
Asst. General Manager (Admn) ,
O/o The GMTD BSNL,
UPKEEP ANNEXURE-
1GULBARGA.

* * * *

Received Rs. 45, 000/- (Rupees Forty five thousand Only) from
Accounts Officer Cash O/o GMTD BSNL Gulbarga, paid towards the EMD (
EMD DD. No: _____ Dated _____) of “
*Tender for the Up Keeping Hiring Services in Gulbarga Division Telephone
Exchanges / Mobile sites / Offices . of station and offices under the maintenance
control of the AGM Admn O/o Thd GMTD BSNL GULBARGA*”. Vide NIT No.
Tender- G - /Upkeep/Service Tender/2009-10/ Dtd at Gulbarga the.....

Signature:
(With Stamp)
Address:

