Bharat Sanchar Nigam Limited
[A Govt of India Enterprise]

Tender Documents
for
Awarding Work on Contract

Ref. NIT No. DE/OCB-TAX/SAL/TENDER/W-4/11-12/1 dated at Salkia, November 28, 2011.

Issued to: M/S

Issued On:

Office of the DE/OCB-TAX/SAL,
Eastern Telecom Region,
Satyabala Telephone Exchange (3rd Floor),
200, G.T. Road (N), Salkia, Howrah
<table>
<thead>
<tr>
<th>SECTION</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Notice Inviting Tender</td>
<td>3-4</td>
</tr>
<tr>
<td>2.</td>
<td>General Terms and conditions</td>
<td>5-13</td>
</tr>
<tr>
<td>5.</td>
<td>Work description, Scope and Specification</td>
<td>14-15</td>
</tr>
<tr>
<td>6.</td>
<td>Schedule of Rate</td>
<td>16</td>
</tr>
<tr>
<td>7.</td>
<td>Rate Bid</td>
<td>17</td>
</tr>
<tr>
<td>8.</td>
<td>Undertaking/Declaration</td>
<td>18</td>
</tr>
<tr>
<td>9.</td>
<td>Annexure-E</td>
<td>19</td>
</tr>
<tr>
<td>10.</td>
<td>Check List</td>
<td>20</td>
</tr>
</tbody>
</table>
Sealed tenders in the prescribed forms are invited by the DE/OCB/TAX/SALKIA, on behalf of Chief General Manager, Eastern Telecom Region, Satyabala Telephone Exchange (3rd Floor), 200, G.T.Road (N), Salkia, Howrah from bonafide, licensed/registered and experienced contractors or firms/ agencies/organizations of Kolkata for carrying out various work on contract. The details and specification of work, terms and conditions, EMD, etc. are laid down in the tender document.

1. Name of work:-

(1) Daily Cleaning & sweeping of exploitation room switch room, power room, corridor, rest room and office of DE OCB TAX/SDE OCB TAX/J.T.O OCB TAX & REST ROOM Salkia with vacuum cleaner, wet duster, broom cleaning of table, chair, Racks & Almirah etc. Battery reading & SMPS rectifier reading taken.

(2) General assistance in the office work, dispatch of dak to 10, Circus Avenue, bringing of data cartridge to Telephone Bhawan and Telephone Kendra and any other allied works required to be performed in day to day office business. Driving the departmental vehicle in absence of permanent driver.

(3) Special type miscellaneous works for which no regular staff available such as pouring water in the filter and supply of drinking drinking water regularly, watching power room & various TAX meeting related works as and when held on.

2. Job details and Cost:-

<table>
<thead>
<tr>
<th>Job Details</th>
<th>Estimated cost of work</th>
<th>Cost of Bid documents (non refundable)</th>
<th>Bid security at 2.5% of Est. cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td>(3) Special type miscellaneous works for which no regular staff available such as pouring water in the filter and supply of drinking drinking water regularly, watching power room &amp; various TAX meeting related works as and when held on.</td>
<td>Rs.9,00,000/- (Approx.)</td>
<td>Rs.520/- (Including VAT 4%)</td>
<td>Rs.25,000 (Rupees Twenty five thousand) only</td>
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3. Period of contract: Two years from the date of execution of the contract (details in bid document).

4. Tender documents:

The tender documents can be obtained either from the Divisional Engineer, OCB-TAX SAL, Eastern Telecom Region, Satyabala Telephone Exchange (3rd Floor), 200, G. T. Road (N), Salkia, Howrah, or by downloading from website www.etr.bsnl.co.in, and submitting with a payment receipt OF Rs 520/- (Rupees Five Hundred twenty only) or by crossed Demand Draft drawn in favour of “The Account Officer, BSNL, O/o the DGM (RNMS), ETR, Kolkata -17” payable in kolkata (issued by a Nationalised/Scheduled Bank) or in cash.

The duly filled-in tender documents must be submitted along with a bank draft for EMD, duly attested copy of PAN, valid license, Sales Tax clearance certificate, experience certificate for type of work mentioned in the tender.

5. Sale of Tender documents:

6. The tender document will be sold between 12:00 hours to 16:00 hours on all working days from 28.11.2011 to 24.12.2011. The duly filled-in wax-seal covered tender paper in prescribed form addressed to the Divisional Engineer, OCB-TAX SAL, Eastern Telecom Region, Satyabala Telephone Exchange (3rd Floor), 200, G. T. Road (N), Salkia, Howrah, should be dropped in the Tender Box places at Office of the Divisional Engineer, OCB-TAX SAL, Eastern Telecom Region, Satyabala Telephone Exchange (3rd Floor), 200, G. T. Road (N), Salkia, Howrah.

6. Time and last date of submission of Bid:

The tender bid will be received up to 16:00 hours of 26.12.2011

7. Time of Bid opening:

Bid will be opened at 1100 hrs of 28.12.2011 in presence of the tenderers or their authorized representatives.

The Divisional Engineer, OCB-TAX SAL, Eastern Telecom Region, Satyabala Telephone Exchange (3rd Floor), 200, G. T. Road (N), Salkia, Howrah, reserves the right to reject any or all the tenders or cancel the tender process at any stage without assigning any reason whatsoever. He also reserves the right to select more than one offer in any/ all category or categories of works as mentioned in the tendered documents.

Divisional Engineer,
OCB-TAX, Salkia,
Ref NIT No. DE/OCB TAX/SAL/TENDER/W-4/11-12/1 Dated at Salkia, the 28th Nov 2011.

1. DEFINITIONS

1.1 “The Nigam” means the Bharat Sanchar Nigam Limited acting on behalf of the President of India and represented by AGM(Admn), ETR, Kolkata.

1.2 “The Bidder” means the individual or firm who participates in this tender & submits the bid.

1.3 “The work order” means the order placed by the BSNL on the Bidder including all attachments & appendices thereto and all document incorporated by references therein. The work shall be deemed as “Contract Work” appearing in the document.

1.4 “The contract price” means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.

2. GENERAL

2.1 (i) This tender is for

1) Daily Cleaning & sweeping of exploitation room switch room, power room, corridor, rest room and office of DE OCB TAX / SDE OCB TAX / J.T.O OCB TAX & REST ROOM Salkia with vacuum cleaner, wet duster, broom cleaning of table, chair, Racks & Almirah etc. Battery reading & SMPS rectifier reading taken.

2) General assistance in the office work, dispatch of dak to 10, Circus Avenue, bringing of data cartridge to Telephone Bhawan and Telephone Kendra and any other allied works required to be performed in day to day office business. Driving the departmental vehicle in absence of permanent driver.

3) Special type miscellaneous works for which no regular staff available such as pouring water in the filter and supply of drinking drinking water regularly, watching power room & various TAX meeting related works as and when held on.

2.2 The contractor has to supply work force and supervisory staff to monitor the job defined in the Bid document.

2.3 The Tender is for the “WORK CONTRACT” and the tenderer or labourers or supervisor have no claim to make them permanent at any capacity in BSNL.

2.4 The full scope of the work is detailed in the Annexure “A” attached to this tender form.

2.5 The validity of the tender will be two years from the date of award of the work and can be extended as per the terms and conditions in this document (if required by BSNL).

2.6 The amount quoted shall not vary during the validity period and extended period of the validity.

2.7 The bidders / tenderers are requested to examine all instructions, forms, terms & conditions and specifications given in the bid document before filling it up. Failure to furnish all information as per requirement in the bid document in every respect will be at bidder’s risk and may result in rejection of the bid.

2.8 The tenderer must have his/her local establishment at preferably Kolkata for proper supervision of the work.
3. QUALIFICATIONS OF THE TENDERS

3.1 The tenderer must have his/ her local establishment at Kolkata for proper supervision of the work.

3.2 The bidders should have minimum two years experience in similar work in reputed organization and should have a turnover of Rs. 40 (Forty) Lakhs in last two years.

3.3 Tenderers bidding for the work should have appropriate resources, necessary expertise, requisite manpower, proper coordinating and supervisory skill and ability to undertake the work.

3.4 The genuine office cleaning and Misc contractors who have registered with the Department of Labour are eligible. In case he has not registered, he must give an undertaking in the Annexure F to submit the license before start of the work.

3.5 The tenderer must follow all the labour regulations in force and must sign the undertaking in “Annexure D”

3.6 Copy of Income Tax returns for the assessment Year 2010-11 must be attached with the tender form.

3.7 The work involved is in sensitive place. Therefore the tenderer must post sufficient trained and experienced work force as per the direction of Divisional Engineer, OCB-TAX, SALKIA.

3.8 The tenderer should submit original or copy of individual Photo ID CARDS with their name, age, address and photograph. The contractor also will issue the identity cards to the workmen engaged by him/her for entering into the BSNL premises situated at Kolkata.

3.9 Employees engaged by one contractor shall not be employed by another contractor.

3.10 The tenderer shall furnish the names of other public, private sectors and other institutions, where the same employees are engaged.

3.11 Experience and references of the tenderer shall be ANNEXED.

3.12 Tenderers having common workforce will not be considered and will be rejected.

4. EARNEST MONEY DEPOSIT

4.1 An Earnest money Deposit (EMD) of Rs.25,000/= (Rupees Twenty five thousand only) is payable in the form of a crossed Demand Draft for Rs. 25,000/= (Rupees Twenty five thousand only) drawn in any Nationalized Bank payable at Kolkata, in the favour of “The Account Officer, BSNL, O/o the DGM (RNMS),ETR, Kolkata -17” payable in kolkata (issued by a Nationalised/Scheduled Bank) or in cash. and the same should be attached with the tender form.

4.2 The EMD will not bear any interest and will be refunded/ returned to the unsuccessful bidder as soon as the contract is finalized.

4.3 The EMD of the bidder whose tender is accepted but has failed to pay the security deposit in time will be forfeited and the work will not be awarded to him.

5. RESPONSIBILITY OF THE TENDERERS

5.1 Bidders must physically visit the different work places well in advance taking due permission from the concerned In-charge in order to make detailed survey (to assess the quantum of work, man power required) and to correctly bid their offer taking all factors into consideration.

5.2 All or some of work may not be required to be performed on Saturdays/Sundays / holidays (as mentioned under work specification). The off days may be changed as per the requirement of the BSNL ETR and need not be Sunday as the off day.

5.3 The contractor should employ sufficient manpower for cleaning up-keeping & misc. work at office of Divisional Engineer, OCB-TAX, SALKIA.

5.4 Child lab our and old age persons should not be engaged. A responsible supervisor must be available to monitor and give instructions to the workmen. The workman should not meddle, touch or mishandle any of the
machinery items/equipment/office records etc. and should be careful when they are at cleaning work. If any damage is done to the departmental property, the cost will be recovered from the contractor.

5.5 If any of the workmen was found to be not properly performing his duty or inefficient or otherwise found not suitable, the contractor must immediately replace such workmen.

5.6 In case any workman gets any injury or meets with an accident in the course of discharge of his/her duty in our premises, the contractor has to take full responsibility for treatment and payment of compensation to him/her and BSNL is not responsible for any such incidents.

5.7 All legal obligations like payment of EPF/ESI/workmen compensation shall be the responsibility of the contractor and shall keep BSNL indemnified against any such claims made.

5.8 The contractor must abide all laws regarding employment of labourers as per the commissioner of labour.

5.9 The contractor shall engage only his own workforce in his payroll and shall not assign sublet or subcontract the work to others.

5.10 The successful tenderer will have to get the work executed to the satisfaction of the local BSNL Authority. Any deficiency in work can be computed by the concerned officer of the BSNL and cost towards the work will be charged to the contractor as a penalty.

5.11 For quoting abnormally low rate / high rate, the tender will be rejected. The rate of estimation will be done by BSNL authority taking all factors into account and the authority is not liable to explain the tenderer the details of the rate so as estimated.

5.12 The conditional and incomplete tenders are liable to be rejected.

5.13 Tenders without EMD will be rejected.

5.14 The tender can be sent by post or can be dropped (at or before the specified time and date) in the Tender Box provided for the purpose (at the designated place).

5.15 The work is not perennial in nature.

5.16 Tenderers are required to fill up the information sheet and the Rate Bid (Annexure – C) available with this documents and submit the same along with requisite EMD in a sealed cover super-scribing “Tender for carrying out work on contract.” on the top.

5.17 The item of the work mentioned in the tender is illustrative and not exhaustive.

5.18 The tender paper will not be issued to any individual/firm having link with any individual/firm whose service in past has been found unsatisfactory by any BSNL authority.

5.19 The entire work place for execution of the contract work are under different units in the station of Kolkata.

5.20 The bidder, whose relatives i.e., wife, husband parents, grandparents, children, grandchildren, brothers, sisters, in-laws, uncles, aunts, cousins, and their corresponding in-laws are working in BSNL, is not eligible to participate in the tender.

6. HOW TO QUOTE

a. The quotation should be given only in the enclosed form.

b. The quantities given are approximate and may be increased on actual need. However, the rates quoted as per the quotation sheet will be taken for evaluation purpose and fixing of rates. The rates must be quoted for each and individual items separately.

c. Rate per month should be quoted in Annexure “C” (considering the total man hours per month and monthly expenditure of cleaning materials etc).

7. EVALUATION

The evaluation committee constituted by the BSNL ETR will go through the accepted tenders and compare the rates. Tenderer who has quoted the lowest as per the total amount will be L-1 and experience in BSNL/Govt/any other PSU also will be taken into account. On agreement, the work shall be awarded to the L-1 tenderer.
8. SECURITY DEPOSIT

8.1 The successful and duly approved bidder (s) shall deposit 5% of the ordered value (rounded to the nearest Rupee figure) subject to minimum of Rs. 6,000/- (Rupees six thousand) only as Security Deposit in the form of Bank Guarantee from a Nationalized Bank or A/C Payee Demand Draft payable at Kolkata in favour of The Account Officer, BSNL, O/o the DGM (RNMS), ETR, Kolkata -17” payable in kolkata or in cash.

8.2 The Bid security is required to protect the BSNL against the risk of bidder’s conduct, which would warrant the security forfeiture. The security Deposit will be forfeited in part / whole in case of
(a) Unsatisfactory Service.
(b) Theft or misappropriation of articles of BSNL.
(c) Damage caused to the BSNL assets and damage / loss to store issued.
(d) Withdrawal of the successful tenderer from the contract before its expiry.

8.3 The security deposit shall not carry any interest.
8.4 The security deposit shall be forfeited in case the tenderer fails to discharge his duties and the contract is terminated pre- maturely.
8.5 The security deposit shall be refunded after six months of the expiry of the contract period or extended period of contract.

9. COMMERCIAL CONDITIONS

9.1 The contractor shall submit his bill on monthly basis on the expiry of the calendar month to the designated officer of BSNL, ETR Kolkata.

9.2 The BSNL ETR Kolkata reserves the right to decide the number of manpower as well as work schedule/timings, for each premises for efficient discharge of duties as mentioned in Annexure – A.

9.3 The following information should be furnished with each bill of the contractors :-
1. Details of labourers and supervisor engaged with their names and specimen signature.
2. Duty chart with nature and hours of works.
3. The amount of wages paid to such hours of work done for the duration in accordance with the statute governing the agreement applicable to the contractor and his employees as per Minimum wage Act.
4. Amount of EPF contributions (both employer’s & employee’s contribution) and ESI paid for the duty period.
5. Copies of authenticated documents towards the payment of such contribution of EPF & ESI authorities.
6. A declaration from the contractor regarding compliance of the conditions of “EPF Act 1952.
7. No labour has any right to claim as a casual/temporary labour with any right/privileges/ concessions as BSNL employees in ETR or in BSNL in any capacity.

9.4 The tenderer should give a certificate as in Annexure-E that none of his/her near relative as noted below is working in the units where he is going to apply for tender or work. The near relatives for this purpose are defined as:-
  a) Members of a Hindu un-divided family
  b) They are husband and wife
  c) The one is related to the other in the manner as father, mother, son(s), & brother’s wife, sister(s) & sister’s husband (brother-in-law).

In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all the directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/ work will/be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be barred from further participation.
10. **FINES/PENALTY/DAMAGES etc:-**

10.1 If the work of the deputed workman for the execution of work is not satisfactory a fine equal to 0.5% of monthly rate for each day of defective work shall be levied.
10.2 The total man-hour wage will be deducted for the number of days for which the House keeping service work was not carried. This is in addition to the above fine as per the clause 10.1.
10.3 In case of damage to the departmental property or theft or loss of departmental property on account of negligence of the contracted workman, value of loss shall be assessed by the BSNL ETR Kolkata concerned and the amount will be recovered from the bill of the contractor or recovered from him.
10.4 In case of delay of work by the contractor, a delay penalty will be imposed @ 0.5% of the value of work order per day of delay or part thereof, subject to maximum of 10% of the value of work order.

11. **RIGHTS OF BSNL**

11.1 In case of any unsatisfactory work or any deficiency, the BSNL reserves the right to cancel the contract forfeiting the security deposit.
11.2 The BSNL reserves the right to cancel the contract at any time without assignment of the reason and BSNL shall not be liable to pay any compensation to the contractor for any loss or expenses that may arise out of such cancellation of the contract.
11.3 BSNL shall not recognize any trade union activity as regard the work force of the contractor.
11.4 BSNL shall have the rights to reject the tenders having the same / common work force.
11.5 BSNL shall have the right to bar the entry/seize the identities card of the work force who violate the terms and conditions.

12. **AGREEMENT:-**

12.1 Signing of all the pages of the bid document by the bidder shall be deemed as acceptance of all the terms and conditions laid down in the bid document and signing of the agreement with BSNL. No separate agreement shall be signed.
13. TERMS & CONDITIONS
13.1 The tender should be submitted mentioning clearly the rate (work-wise) as given in tender Rate Bid (Annexure – C).
13.2 The tenders submitted by partnership firms should be furnished with “Partnership Deed” duly registered.
13.3 The tenderers should quote the rates in figures and words for each zone indicated in the price bid form. Correction, if any, should be signed by authorized person. If the tenderer fails to quote or omit quoting the rates for any of them, the whole tender is liable for rejection.
13.4 BSNL reserves the right to consider other factors also like experience, credibility in particular work at least for two years etc. While finalizing the tender and BSNL is not at all bound to accept lowest quoted tender.
13.5 The tender with unworkable rates is liable for rejection.
13.6 The acceptance or rejection of the tender rests with the BSNL authority and his decision will be final.
13.7 The contractor shall possess a valid license under Contract Labour (R&A) Act.1970 (and subsequent modifications, if any).
13.8 The contractor will have to meet all the contractual obligations as per proforma (Form- I to Form-XXV) specified in Contract Labour (R&A) Rules 1972 (including amendment, if any).
13.9 The contractor will commit to fulfill all the clauses without imposing any condition such as contributions to EPF, ESI etc. in respect of contract workmen engaged by him.
13.10 The contractor will be bound to pay the wages to his/her engaged workmen on monthly basis (as per the rate but not less than prevailing minimum wage notified by the Central Labour Authorities).
13.11 The contractor shall give ‘the priority to the contract workman presently engaged in the same work or earlier workmen who were engaged by the department subject to their suitability and eligibility to the present work’.
13.12 BSNL will not be responsible for any loss incurred by the contractor in carrying out the contract work.
13.13 Taxes levied by the Govt. will be recovered by BSNL as per rules applicable.
13.14 The tenderer or the contract workmen will not claim any absorption of contract workmen in BSNL.
13.15 The tenderer will observe necessary formalities as per the provision of the Labour Act and the principal employer will not, in any way, be responsible for any breach of Labour Act by him/her.
13.16 BSNL authority reserves the right to cancel/terminate the contract if the work is found unsatisfactory at any time and for that he/she will not be bound to give explanation.
13.17 The EMD of the successful tenderer shall be refunded after awarding the work on contract and submission of security deposit for the same.
13.18 The BSNL authority reserves the right to award a work to more than one contractor in order to meet the time schedule for completion of work or otherwise for specified category of work if required in the interest of BSNL. His/Her decision in this respect will be final and binding on all concerned.
13.19 The contractor should furnish his/her personal information and address, He/she should always be available for contract in connection with the assigned work. The contractor should furnish his/her Telephone No. & Address to the BSNL supervisor before starting the work and if there be any charge, the same should be reported promptly by mail or Fax.
13.20 The progress of the work will be reviewed by the BSNL supervisor.
13.21 The contractor is to maintain/ensure minimum quality of work during the contract period otherwise the contract will be cancelled at any point of time during contract period.
13.22 The following documents shall be furnished by the contractor as a proof of his/her eligibility and qualification/credibility for the contract work.
   i. Valid Contract labour license.
   ii. Attested copy of PAN card.
   iii. Income Tax clearance certificate for the year 2010-2011
   iv. Service Tax Registration certificate & Service Tax return for the year 2010-2011.
   v. Credibility and experience certificate of undertaking such/similar work in an organization of repute at least for two year having turnover of Rs. 40,00,000/-
   vi. EMD as per Clause 4.1.
vii. EPF Balance sheet of every workers engaged by the contractors for the year 2009-10. & EPF Registration certificate.
viii. ESI deposit vouchers for the month of March, 2011.
ix. Registered Partnership deed in case of Partnership Firm.

13.23 BSNL reserves the right to vary the quantity of work as per actual requirement.
13.24 BSNL reserves the right to award work to more than one contractor in any telecom installation / office in exigency of service, however, the quantity of work may vary on contractor to contractor of any given point of time. No minimum quantity of work is assured to any contractor.
13.25 BSNL reserves the right to deploy or order contract work in any place under his/her administrative jurisdiction.
13.26 The contractor shall not assign or sublet the work awarded to any other person or agency without the prior written approval of the principal employer.
13.27 For any attempt or negotiations directly on the part of the tenderer with the authority to whom he has submitted the tender to influence the BSNL by any means, the tender will be liable for exclusion from consideration/acceptance.
13.28 All materials supplied to the tenderer are always the sole property of the BSNL even when they are under the safe custody of the tenderer. Any damage or loss is to be made good by the contractor on actual cost basis (prevailing at that time).
13.29 The BSNL, for execution of work awarded on contract will supply no manpower. The tenderer should make his/her own arrangements for contract workmen in sufficient quantity at desired time required for execution of the contracted work.
13.30 The successful and duly approved tenderer should make his/her own proper provision/arrangements to execute the work without interruption or delay.
13.31 If the contract workmen fail to report or carry the assigned contract work on any day at the designated hour, the BSNL reserves the right to get it done through any other agency or workman and the actual cost on account of this will be realized/recovered from the contractor.
13.32 The BSNL is not liable to pay for any additional work which has not been provided for in the work order or estimate but carried out by the contractor without written sanction of the competent authority.
13.33 The BSNL will pay no advance of any kind.
13.34 The BSNL reserves the right to impose any other conditions, if necessary, at any time during the validity of the contract.
13.35 The tender will be awarded to the successful tenderer only on production of valid ‘Contract labour license’ issued by the competent labour authority.
13.36 If the contractor fails to carry out work with expected speed and standard, the contract will be terminated and no work will be awarded.
13.37 While carrying out work on any installation (technical/non technical) the contractor should ensure least interruption to the working equipments and BSNL is empowered to cancel the tender or impose any penalty including forfeiture of performance bank guarantee/security deposit on the contractor for not following the agreed Terms Condition at any time.
13.38 All the amenities to the labourers such as drinking water, washing facilities etc. should be provided by the contractor at his own cost at the work premise as required under Contract Labour (R&A) Act-1970.
13.39 While working near window A/C & electrical appliances or tower or any hazardous area, the contractor must take proper measures for safety of workers as deemed fit and the BSNL will not be held responsible for any causality during the execution of work.
13.40 The tenderer will claim wages only for the days worked on the basis of quantum of work and payment will be made monthly through A/C payee cheque only.
The workmen deputed for the execution of work awarded on contract should have minimum working knowledge in the respective field and should have good conduct and behavior. If any irregularity is noticed by the supervisor, the contractor must withdraw such person without questioning.

The contractor shall be responsible for the conduct and performance of the workmen and any loss on account of damage or theft by the workmen will be compensated by him/her in toto.

The contractor shall furnish the name, number, address and other details of the workman to be engaged for the awarded work.

The contractor shall furnish the details of the wages paid to each workman and the EPF and ESI contributions (deposited to the concerned authority for each workman engaged by him/her) on monthly basis to the Principal employer. The contractor shall not change the designated/engaged contract workmen without valid reasons and intimation to be given to the principal employer or any labour authority required by the law.

The contractor, at the time of payment of monthly wages by the contractor to his/her engaged contract workman, must invariably be witnessed by the authorized representative of BSNL.

14. Payment terms:

14.1 On execution of the work on daily basis, the contractor will prepare a work book for the certification by the concerned BSNL Supervisor/Authority. On monthly basis, the contractor will submit the bill in triplicate with Xerox copy of work book duly certified by the concerned authority of BSNL for effecting payment.


15. Bid Validity:

The rates should not be quoted less than the prevailing Central Labour Commissioner rate with VDA and the same should be enhanced during the currency of contract as and when the same is enhanced by the CLC. The rates agreed upon shall be valid for a period of two years from the date of the signing of the contract (agreement). However, BSNL reserves the right to extend the period up to another six months of the same rate and terms and conditions. No variance in rates shall be allowed till completion of the contract period.

16. Disputes in tender finalization:

In the event of any disputes arising out of finalizing tender agreement or any other matter relating to this tender the decision of BSNL shall be final and binding on all concerned. The same will not be challenged in the court of Law but to be finalized in the consultation with legal cell of ETR.

17. ARBITRATION:

17.1 In case of any dispute or differences arising under agreement or in the execution of the contract or any Interpretation of the tender condition, the matter will be referred to the Arbitrator who is appointed by the CGM ETR Kolkata and whose decisions will be final on both the parties.

17.2 The venue for Arbitration proceedings shall be within Kolkata city only.

17.3 The parties to the agreement have agreed to submit themselves to the jurisdiction of the competent Civil Court Kolkata City only.
18. Disqualifying Clause:-
The BSNL reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with the BSNL. The terms and conditions enumerated above shall be binding and the bidders shall have to accept them in writing along with the tender.

19. Time limit for unforeseen claim :-
Under no circumstances, what so ever, any claim for any payment/compensation from the BSNL on any account will be considered unless the contractor submits the claim in writing within one month from the date of the final payment of the bill for the concerned/carryed.

20. Compensation under the workmen’s compensation Act :-
The contractor shall be responsible for and pay compensation to his/her contract workmen payable under the workmen’s compensation Act’-1992 for injuries caused to the contract workmen. If such compensation is paid by the BSNL Section (1) of the section 12 of the said Act, such compensation will be recovered from the security deposit or any amount due for the contractor on any account or otherwise.

21 Price variations:-
The BSNL shall not be responsible for any escalation of cost of labour or materials, machinery, equipment etc. whatsoever or any increase in any duty/levies or taxes on any account and the contractor’s rates and contractor’s obligation shall remain unaltered by such escalation during the period of contract.

Divisional Engineer.
OCB TAX, Salkia.

I have gone through all the terms and conditions of the bid document and fully understood them. I hereby convey my acceptance in full.

( Signature of the contractor & address. )
A. WORK DESCRIPTION OF OCB TAX, SALKIA AT SATYABALA TELEPHONE BUILDING (3RD FLOOR), 200 G.T. ROAD, HOHRAH UNDER DE/ OCB TAX, SAL.

1) Name of the work
   Work on contract basis.

2) Work description
   (1) Cleaning & sweeping of exploitation room switch room, power room, corridor, rest room and office of DE OCB TAX /SDE OCB TAX/J.T.O OCB TAX & REST ROOM Salkia with vacuum cleaner, wet duster, broom cleaning of table, chair, Racks & Almirah etc. Battery reading & SMPS rectifier reading taken.
   (2) General assistance in the office work, dispatch of dak to 10, Circus Avenue, bringing of data cartridge to Telephone Bhawan and Telephone Kendra and any other allied works required to be performed in day to day office business. Driving the departmental vehicle in absence of permanent driver.

ii) Place of work.
   In the office of DE OCB TAX, Salkia at 3rd flr. Satyabala Telephone Exchange, 200 G.T. Road (N), Salkia, Howrah: - 711107.

3) Scope
   (1) Works are to be performed to keep the switch room, exploitation room of OCB TAX/ Salkia dust free and foreign particles and O/o DE OCB TAX clean on all working day from 9 A.M. to 17 P.M.
   (2) General assistance in the office work, dispatch of dak to 10, Circus Avenue, bringing of data cartridge to Telephone Bhawan and Telephone Kendra and any other allied works required to be performed in day to day office business from 24 hours/day.

Work is to be carried out as detailed under 4(a) & (b)

4(a) Specification.

- Cleaning of OCB-TAX floor (1440 sq ft) with nest duster and vacuum cleaner.
- Cleaning of Glasses of doors, windows, Partition walls, 1640 sq ft - (sw room/daily)
- Cleaning of power room floor (540 sq ft) and glass area (520 sq ft)/daily.
- Cleaning of Corridor F/A (763 sq ft) and Glass area (260 sq ft) twice in a week.
- Cleaning Covers of Equipments, computer tables, Terminals VDUs, PCs with monitors, FAX machines, Telephone instruments, (sw room & office room /daily)
- Cleaning dusts in Tables, Chairs, File racks, Telephones, Sofa, Almirah etc. of Sw room & Office room /daily
- Cleaning of rest room, SDE’s & DE’s office F/A (1064 sq ft) & G/A (780 sq ft) twice in a week.
- Special type miscellaneous works for which no regular staff available such as pouring water in the filter and supply of drinking water regularly, watching power room at night and various TAX meeting related work as & when held on.

(b) Man power to be engaged : 3 (Three) @ 8 Hrs per day each.
(C) **Periodicity**: Two years

The workmen will be allowed weekly rest after six days of work and at the time of acute need the weekly rest may be postponed to a later date at the convenience of the Station in Charge.

8 Hrs duty / day may be allotted to the workmen on the shift basis, if found suitable by the controlling Officer. The workmen is to maintain good behavior with the existing BSNL staff in the station and pay respect and honour to the visiting BSNL officers and adhere to the instructions of the SDE in charge scrupulously.

The principal employer will supply the consumable materials (and necessary implements required) for carrying out the above specified work. BSNL supervisor will issue the required quantity (and number of implements) as per need. The contractor will ensure proper and effective use of the same while carrying out the awarded work by the contract workmen.

**Divisional Engineer.**  
**OCB TAX, Salkia.**

I have read and fully understood the work description, scope, specification, etc. as Mentioned above, I shall get the work done accordingly by the contract workmen Engaged, Further, I shall obey the directives of the principal employer/ supervisor Of the section or unit concerned/BSNL authority in this regard as applicable During the period of contract.

( Signature of the Contractor, & Address )
Section - 6
ANNEXURE-B
Schedule of Rate

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Category</th>
<th>Area/ Location</th>
<th>Minimum wage to be paid to the workman</th>
<th>EPF contribution</th>
<th>ESI contribution</th>
<th>Financial Assistance</th>
<th>Service Tax</th>
<th>Admin &amp; Super Vision Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Skilled</td>
<td>O/o DE OCB TAX, Salkia</td>
<td>As per prevailing CLC Rate as on 01.04.2011</td>
<td>@ 13.61% of (4)</td>
<td>@ 4.75% of (4)</td>
<td>@ 8.33% of (4)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The tenderer or bidder will not quote the rate (under Section - 7) less than the above rates for the specified category applicable for one year from the date of submission of the bid. However, the tenderer should take into account the amenities to be provided and incentives to be paid as per local prevailing conditions in addition to administrative and supervisory charges while quoting the rate.

Divisional Engineer.
OCB TAX, Salkia.

I have gone through the terms and condition regarding payment of wages as mentioned above and convey my acceptance in full.

(Signature of the Contractor, & Address)

Note: The rate schedule for work contract through DGR/ State Ex-Servicemen Security Corporation will be as per the rate schedules of DGR/ State Ex-Servicemen Security Corporations applicable during the time of tendering.
Section - 7
ANNEXURE-C
Rate Bid

No. DE/OCBTAX/SAL/TENDER/W-4/11-12/1 dated at Salkia, November 28, 2011.

To,
The Divisional Engineer,
OCB TAX, Salklia / ETR,
200/201, G.T.Road, Salkia
Howrah-711107
Dear Sir,

1. Having examined the terms and conditions of the contract, specifications and schedule of rates mentioned in this bid document under section 1 to 6, I the undersigned, offer/quote the rate as given below for the work mentioned.

Name of the station/unit: O/O The Divisional Engineer,
OCB TAX, Salklia / ETR,
200/201, G.T.Road, Salkia
Howrah-711107

<table>
<thead>
<tr>
<th>Wage to be paid to each workman (with VDA)</th>
<th>EPF Contribution</th>
<th>ES Contribution</th>
<th>Financial Assistance</th>
<th>Admin &amp; supervision Charges</th>
<th>Service Tax</th>
<th>Grand Total</th>
<th>Total No of Contract workmen Required by the contractor</th>
<th>Execute the Contract work</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) As per prevailing CLC Rate</td>
<td>@13.61% of Col (1)</td>
<td>@4.75% of Col (1)</td>
<td>@8.33% of Col (1)</td>
<td>@....% of Col(1)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. I / We agree, if my/our bid is accepted, to offer the above rate and abide by all the terms, conditions and instructions as mentioned earlier in the sections from 1 to 6.

3. Bids submitted by me / us are properly sealed and prepared so as to prevent subsequent alteration and replacement.

4. I / We understand that you are not bound to accept the lowest or any bid you have received in this regard.

Date ................ Signature of the bidder/authorized signatory
Place ................ Name

Address

Note : Strike out whichever is not applicable.
Section - 8  
(ANNEXURE-D)

Undertaking / Declaration

1. Name of the Tenderer

2. Address of the Tenderer

3. Telephone no.

4. Whether it is Registered Company or Partnership Firm or Proprietorship Firm

5. Name(s) of the proprietor(s) or partner(s)

6. If registered company, copy of Regn. Certificate should be enclosed. In case of partnership concern, copy of registered partnership deed should be enclosed. In case of proprietorship firm copy of trade licence should be enclosed.

7. Whether registered with Department of labour, (If so, copy of registration certificate should be enclosed.)

8. Whether Income Tax clearance certificate for the Assessment year 2010-11 is obtained. Say Yes or No (If yes a copy of the same should be endorsed)


10. Experience in BSNL/Govt/other PSU, if any (Certificate is support must be enclosed for at least 2 yrs.).

11. Whether obtained labour license If yes, give the license no. and enclosed a copy

12. Whether employing child labour (yes or no)

13. Whether paying EPF contribution in respect of your Employees regularly (i) If yes, registration particulars under EPF may be furnished.

(ii) If no, are you exempted from EPF as per provisions the EPF Act. otherwise, do you agree to pay the EPF contributions regularly.

8. Service Tax Reg. no.

9. Has the firm been blacklisted by any organization, if so attach the details of the same.

I/we declare that the above informations are correct and I/we undertake to abide by all the labour laws in force.

Date: ____________________________ Signature of Tenderer / authorized signatory

On behalf of the firm / Tenderer

Place: ____________________________ Name:

Seal

18
Section - 9
ANNEXURE-E

Tender No. ............................................. Dated at Kolkata the ...........

(See clause 9.4 Commercial condition)

The format of the certificate to be given is:

I……………………………………..S/o………………………r/o………

……………………………………….

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

Signature of the Tenderer

Name:

Relationship with the company:
**SECTION - 10**

**ANNEXURE-F**

**CHECK LIST**

1. (a) **Demand Draft** for the prescribed amount of **EMD** for respective work place.

   (b) Attested Copies of the following documents as mentioned in para 13.22 of section-4 of the bid document:

   (i) Registration of Firm (Registered Partnership Deed in case of Partnership Firm) :-

   (ii) E.P.F./E.S.I code number along with Registration certificate. :-

   (iii) Recent experience certificate of similar work :-

   (iv) PAN card & Income Tax clearance certificate for the year 2010-2011:-

   (v) Turn Over Certificate. :-

   (vi) Documentary Evidence to sign the Bid. :-

   (vii) Valid Contractor's Labour License. :-

   (viii) Service Tax Registration certificate & Upto date Service Tax Return Certificate :-

   (ix) ESI Deposit receipt for the month of March'11 :-

   (x) EPF Balance Sheet as per para 13.22 of section-4 of bid document :-

   (xi) Certificate for deploying minimum 40 labours in BSNL

2. Whether each page of all the Tender documents has been signed by the Tenderer/authorized signatory?

3. Whether the rates have been quoted above the scheduled rate and in figures as well as in words?

4. Whether the Tender has been sealed with wax?

5. Whether the corrections, if any, have been encircled and fresh entry made and signed by the Authorized Signatory? **(No overwriting is permitted)**.

6. Whether the tender is conditional? **(All conditional Tender will be rejected)**.

7. Whether the name of the Tender is superscripted on top of the envelope?

**Date:**

Signature of tenderer / authorized signatory
On behalf of the firm / tenderer

**Place:**

Name:

Seal:

20