



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

## **HYDERABAD TELECOM DISTRICT**

# **e-Tender for HIRING OF SERVICES OF MOTOR DRIVERS in the Establishments of Principal General Manager, Hyderabad Telecom District, Hyderabad**

**Tender No: HTD/ESTT/MOTOR DRIVERS/2019-20/1,**

**Dated Hyderabad the **16-07-2020****

**(Visit us at [www.telangana.bsnl.co.in](http://www.telangana.bsnl.co.in) & <https://etenders.gov.in/eprocure/app>)**

Price of bid document: **Rs. 590/-.**  
**(including 18% GST)**

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**OFFICE OF THE PRINCIPAL GENERAL MANAGER,  
HYDERABAD TELECOM DISTRICT, HYDERABAD – 500063**

**Section I**

**Notice Inviting Tender**

**No: HTD/ESTT/MOTOR DRIVERS/2019-20/1, dated at Hyderabad the **16-07-2020.****

**e-Tender for Hiring Services of Motor Driver in the establishments of  
Principal General Manager, Hyderabad Telecom District**

On behalf of the **Principal General Manager, Hyderabad Telecom District, Hyderabad** Bharat Sanchar Nigam Limited, sealed tenders are invited through E-tender process from prospective **firms/individuals Providing hiring of skilled services (Motor Driver) for running and maintenance of BSNL four wheeler vehicles having a valid experience certificate of atleast one year in the last five years before the date of NIT from a competent authority of any PSU/ Central / State Govt. or reputed Private Ltd. Companies / Firms** for having executed similar contracts. The bidder should have his office/Establishment at Hyderabad.

This tender is being conducted through e-procurement Portal through <https://etenders.gov.in/eprocure/appn> For further information, kindly visit website [www.telangana.bsnl.co.in](http://www.telangana.bsnl.co.in) following **“Link for E-tenders by Hyderabad Telecom District”** or contact ‘The AGM (Admn) Tel: **040-23233466**, / Fax: **040-23299116**.

Tender Document can be obtained by downloading it from the website [www.telangana.bsnl.co.in](http://www.telangana.bsnl.co.in) following **“Link for E-tenders by Hyderabad Telecom District”**. The tender document for participating in E-tender shall be available for downloading **during the period and from the website mentioned from 16.07.2020 at 18:00 hrs to 06.08.2020 at 12:00 hrs.**

Bidders must register on the e-tender portal, if not registered earlier, follow all the instructions for participating in the bidding of the tender.

- **The bidders cannot participate in the tender without downloading official copy of the tender document.**
- **The Tender document shall not be available for download after its submission/closing date.**

Bidders downloading the tender document are required to submit the tender fee amount of **Rs 590/-** through DD / Bankers cheque along with the tender bid, failing which the tender bid shall be liable to be left unopened/rejected. The DD/banker’s cheque shall be drawn from any Nationalized/Scheduled bank in favour of **“Accounts Officer (Cash) Main, BSNL, O/o PGM HTD payable at Hyderabad.** The cost of Tender Document and Bid Security is exempted to the NSIC/MSE holders on production of requisite proof in respect of valid certification from NSIC/MSME for the Tendered item. BSNL, Hyderabad Telecom District has decided to use **process of e-tendering only** for inviting this tender and thus the physical copy of the tender would not be sold anywhere.

Bidders shall have to deposit **Rs.69,000/-** , as Bid Security (EMD) in the form of Cash/Demand Draft/Bank Guarantee along with the bid.

Principal General Manager (PGM) Hyderabad Telecom District reserves the right to cancel the tender fully or partly without assigning any reason.

### **SCHEDULE TO THE INVITATION OF TENDER**

1. Designation and address of the authority.  
Inviting tender. : PGM – HTD, Hyderabad
2. Tender No. : **HTD/EST/MOTOR DRIVERS/2019-20/1**
3. **Due Date /Time of Receipt** : **12:00 Hrs of 06.08.2020**
4. **Due Date /Time of Opening** : **12:00 Hrs of 07.08.2020 (Technical bid only).**
5. Minimum validity of Tender offer. : 180 days from the date of opening.
6. Number of Drivers required : 11 Nos. Motor Drivers.
7. Duration of contract. : One Year with an option of extension for six more months or part thereof as per clause 22.2 of Section IV
8. Total number of pages of Tender Document. : 47 pages

**Availability of the tender document:** The tender document shall be available for downloading **during the period mentioned in section-I (NIT).**

Physical copy of the tender document would not be available for sale.

#### **Online opening of Tender Bids:**

Tenders will be opened at the time and date mentioned in Schedule to the invitation of tender section-I (NIT) for opening of Technical bids.

#### **Place of opening of Tender bids:**

BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening.

Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

However, if required, authorized representatives of bidders can attend the **Tender Opening at the O/o AGM (MM), O/o PGM-HTD, 5<sup>TH</sup> Floor, Room No: 503, Adarsh Nagar Hyderabad** where BSNL's Tender Opening Officers would conduct Public Online Tender Opening Event (TOE) at specified time/date.

The bidder shall ensure that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on E-tender Portal (<https://etenders.gov.in/eprocure/app>)

In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.

For further instructions regarding submission of bids online the bidder shall visit the homepage of the portal (<https://etenders.gov.in/eprocure/app>).

**Note:-** All documents submitted in the bid offer should be preferably in English. In case the certificate viz experience, registration etc. is issued in any language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

All computer generated documents should be duly attested/ signed by the issuing organization.

Asst General Manager (Admin),  
O/o PGM-HTD, BSNL, Hyderabad-63

## Section II

### **Bidder's Covering Letter**

To

The Asst. General Manager (Admin)  
% PGM TD, Hyderabad Telecom District,  
Room No.204, BSNL Bhavan  
Hyderabad - 500063.  
*Dear Sir,*

Ref:

No: HTD/**ESTT/MOTOR DRIVER SERVICES/2019-20/1, dated at Hyderabad the 16-07-2020**

We having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we the undersigned offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.

We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this bid for a period of **180 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

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

Dated this ..... day of .....(the month and year)

Signature of Authorized Signatory .....

In capacity of .....

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

**In case document was downloaded from website, cost of bid document : Rs. ....**

Crossed D.D./P.O. no. .... dated .....

Drawn on bank: .....

#### **Information Regarding Issue of Tender Document:**

1. Name of the bidder:
2. Date of application for tender document:
3. Date of receipt of application:
4. Date of issue of tender document:

**Signature of issuing authority with Seal**

**Section III**  
**Bidder's Profile**

Passport size  
photograph of  
the bidder /  
authorized  
signatory  
holding power of  
attorney

1. Name of the bidder/firm: \_\_\_\_\_
2. Name of Proprietor/Managing Partner /Managing Director \_\_\_\_\_
3. Address of the registered office of the firm  
\_\_\_\_\_  
Landmark: \_\_\_\_\_  
Tel Nos. (with STD code) Office: \_\_\_\_\_ Mobile: \_\_\_\_\_ Res: \_\_\_\_\_
4. Address of local office in Hyderabad:  
\_\_\_\_\_  
Landmark: \_\_\_\_\_  
Tel Nos. (with STD code) Office: \_\_\_\_\_ Mobile: \_\_\_\_\_ Res: \_\_\_\_\_
5. Name of bankers of the firm : \_\_\_\_\_
6. PAN No. : \_\_\_\_\_
7. Registration no. of the firm : \_\_\_\_\_
8. GST Registration No. : \_\_\_\_\_
9. Labour License Regn. No. : \_\_\_\_\_
10. EPF Regn. no. : \_\_\_\_\_
11. ESI Regn. no. : \_\_\_\_\_
12. Bidder's experience certificate details:
  - Category : \_\_\_\_\_
  - Number : \_\_\_\_\_
  - Issuing Authority : \_\_\_\_\_
  - Issued on : \_\_\_\_\_
  - Valid up to : \_\_\_\_\_
13. Name of the person submitting the tender  
whose photograph is affixed : Shri/Smt. \_\_\_\_\_

(In case of proprietary/partnership firms, the tender must be signed by proprietor/partner authorized with power of attorney only)

14. Valid email address for communication:

**Note: Addresses/phones given above are subject to verification.**

## Section IV

# Instruction to Bidders

## 1. Eligibility of Bidders

This invitation for bidding is open to all firms/Individuals who have experience as job Company/Firm/Agency for a minimum period of one year in the last five years before the date of NIT of this tender under the jurisdiction of BSNL or Central/State Govt. Departments or Public Sector Enterprises (PSEs). The tenderer should enclose an experience certificate issued by the competent authority of organization concerned along with the bid documents.

## 2. Bid Documents

The job contract works to be carried out, bidding procedures and contract terms are prescribed in the bid documents. The bid documents include:

### 2.1 Qualifying Bid

- 2.1.1 Notice Inviting Tender
- 2.1.2 Bid Form
- 2.1.3 Bidder's Profile
- 2.1.4 Instruction to Bidders
- 2.1.5 General & Commercial Conditions of the contract
- 2.1.6 Special Conditions of Contract
- 2.1.7 Scope of work and jurisdiction of the contract
- 2.1.8 Agreement (proforma)
- 2.1.9 Letter of Authorization for Attending Bid Opening
- 2.1.10 List of Documents to be submitted along with the qualifying bid

### 2.2 Financial Bid

#### **Schedule of Rates- for carrying out various Job Contract works.**

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

## 3. Queries on Bid Documents

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

#### **4. Amendment of Bid Documents**

- 4.1 At any time, prior to the date for submission of bids, BSNL may, for any reason whether *sue motto* or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 4.2 The amendments shall be notified in writing or by mail to all prospective bidders on the address intimated at the time of purchase of bid document from BSNL and these amendments will be binding on them.
- 4.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, BSNL may, at its discretion, extend the dead line for the submission/opening of bids suitably.

#### **5. Cost of Bidding**

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

#### **6. Documents Establishing Bidder's Eligibility and Qualifications**

The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following documents supporting:

##### **6.1. Having office in Hyderabad – Proof to be enclosed**

- 6.2. Bidder should be registered with the appropriate Labour Office license. Copy to be enclosed. If exempted, a declaration to that effect may be submitted.
- 6.3. Bidder should be registered with 1. GST 2. Employees Provident Fund 3. Employees State Insurance (wherever applicable) organizations, etc. Copies GST, ESI and EPF registration to be enclosed. In case of any exemption in respect of ESI and EPF registration, a declaration to that effect may be submitted. Copies of such registrations are required to be enclosed with the bid document.
- 6.4. Bidder should have experience as job Company/Firm/Agencies for a minimum period of one year in the last five years before the date of NIT under the jurisdiction of BSNL or Central/State Govt. Departments or Public Sector Enterprises and should submit experience certificate from the competent authority of the concerned organization. Not less than AGM and above level.
- 6.5. Own Bank Account: Furnish the details
- 6.6. Bid security (EMD) in accordance to clause No. 7
- 6.7. Tender document (s), in original, duly filled in and signed by bidder or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the bidder or his authorized representative.
- 6.8. Copy of Firm Registration Certificate.
- 6.9. Bid Form, duly filled in, as per section II.
- 6.10. Bidder's profile duly filled in, as per section III of the tender document.
- 6.11. "Power of Attorney" in case person other than the bidder has signed the tender documents.  
(In case of proprietary/partnership firms, the tender must be signed by proprietor/partner authorized with power of attorney only. If partnership firm copy of the partnership deed should be enclosed)
- 6.12. Copy of the PAN Card
- 6.13. The bidder should give a certificate that none of his / her such near relative is working in BSNL in compliance of clause 1.13 and 1.14 of section VI



## 7. Bid Security (EMD)

- 7.1 The bidder shall furnish a bid security (EMD) for an amount of **Rs.69,000/- (Rupees Sixty Nine Thousand Only)** No interest shall be paid by BSNL on this amount for any period, whatsoever.
- 7.2 Bid Security (EMD) shall be paid in the form Demand Draft/Pay Order/Fixed Deposit Receipt/Banker's Cheque/ Bank **Guarantee for Rs.69,000/- (Rupees Sixty Nine Thousand Only)** from a Nationalized/Scheduled Bank drawn in favour of **Accounts officer (Cash) Main, O/o PGMTD, HTD, Hyderabad payable at Hyderabad. The validity of the Bid Security is 180 days.**
- 7.3 A bid not secured in accordance with para **7.1 & 7.2** shall be rejected by BSNL as nonresponsive.
- 7.4 The bid security of the unsuccessful bidder will be refunded as soon as possible but not later than 90 days after the expiry of the period of bid validity prescribed by BSNL
- 7.5 The successful bidder's bid security (EMD) will be refunded after the payment of Performance Security in accordance with clause 5 of Section V.
- 7.6 The bid security (EMD) shall be forfeited under the following conditions:
  - 7.6.1. If a bidder withdraws his bid during the period of bid validity specified in the bid Document or
  - 7.6.2 If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to BSNL **or**
  - 7.6.3 In case of a successful bidder, if the bidder fails to sign the agreement in accordance with clause 24 of section IV.

## 8. Bid Prices

- 8.1 Prices shall be quoted by the bidder as amount (in Rs.) as well as percentage rate (wherever relevant/applicable) in Financial Bid. In case of discrepancy, the rates quoted in words will prevail.
- 8.2 The rates quoted are inclusive of all statutory/taxation liabilities in force at the time of submission of bid and **exclusive of GST.**
- 8.3 The price quoted by the bidder shall ordinarily remain fixed during the entire period of contract and shall be subject to variation to a limited extent only under the conditions specified below. The bid should not be submitted with an adjustable price quotation since it is already taken care of here.

**Price variation shall be applied only in case there is a change in the following parameters, caused by direct govt. action or legislation:**

- **Parameter 1: minimum wages (as stipulated by the central govt.)**
- **Parameter 2: rate of employer's EPF contribution (as stipulated by the govt.)**
- **Parameter 3: rate of employer's ESI contribution (as stipulated by the govt.)**

**In that case, the respective items 1.1, 1.2 & 1.3 of Section XIII – Annexure-3 "Financial Bid – Rate Calculation" shall be modified as a result of the above-mentioned change, and the monthly amount recalculated accordingly. The base values of the parameters will be the values prevailing on 23<sup>rd</sup> September 2019 (as indicated in Section XIII "Financial Bid – General").**

**Upward revision due to enhancement in minimum wage will be applicable only if the revised minimum wage is higher than the worker's wage quoted by the bidder in Section XIII – Annexure-3 "Financial Bid – Rate Calculation". Downward revision due to decrease in minimum wage will be applicable if the revised minimum wage is lower than the immediate previous value of the minimum wage. Company/Firm/Agency's service charge (item 5 of Section XIII – Annexure-3 "Financial Bid – Rate Calculation") shall always remain fixed as a percentage rate (on item 1).**

Documentary evidence has to be produced by the party seeking the revision. Revised pricing shall be given effect to only from the date of effect of the new rates as declared by the govt. This price revision shall not give any right to the other bidders (who were not the lowest at the time of bid opening) to be reconsidered or their bids to be re-evaluated.

In this matter, the decision of the competent authority in BSNL (Principal General Manager, Hyderabad Telecom District) shall be final and binding.

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

## **9. Period of Validity of Bids**

- 9.1 Bid shall remain valid for **180 days** from date of opening of the Qualifying Bid.  
**A bid valid for a shorter period shall be rejected by BSNL as non-responsive.**

## **10. Signing of Bids**

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

Note: The bidder is advised to keep a photocopy (at his own cost) of the bid documents for his own reference.

- 10.2 The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be **signed with date** by the person or persons signing the bid.

## 11. Method of Preparation of Bid

11.1 Bid for each tender should be submitted in **three** envelopes placed inside an outer **cover**. These envelopes should contain the following:

Envelope	Superscription	Contents of Envelope
First	<b>Bid Security (EMD) + cost of bid document &amp; Qualifying Bid</b>	Containing bid security (EMD) as per clause 7, & cost of bid document in case document was downloaded from website and Containing documents as per clause 6
Second	<b>Financial Bid</b>	Rates duly quoted by the bidder in the prescribed format

On all these envelopes the name of the firm and whether "Bid Security" OR "Qualifying Bid" OR "Financial Bid" must be clearly mentioned and should be properly sealed (with sealing wax/packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing wax/Packing PVC tape). **The tenders which are not submitted in above-mentioned manner shall be summarily rejected.**

11.2 i) All envelopes (**two** inner & one outer) must bear the following labeling:

Tender for Hiring of Services of Motor Driver in the establishments of the Principal General Manager, Hyderabad Telecom district.

**No. HTD/ESTT/MOTOR DRIVER SERVICES/2019-20/1, dated at Hyderabad the 16-07-2020**

"Not to be Opened Before (write tender opening date)"

ii) Tender must contain the reference to the tender inviting notice and is to be addressed to Principal General Manager, Hyderabad Telecom District, Hyderabad-500063.

iii) The inner and outer envelopes shall indicate the Name and Address of the Bidder.

11.3 The bidder will be bound by all terms, conditions & specifications as detailed in the tender documents

11.4 Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the Company/Firm/Agency in any of the conditions will be permitted after the tender is opened.

## 12 Submission of Bids

12.1 Tenders should be dropped in person in the tender box placed in the office of the Principal General Manager, Hyderabad Telecom District, **Room No.503**, 5<sup>th</sup> Floor, BSNL Bhavan, Adarshnagar, Hyderabad-500063 before the closing (date & time) of tender, as mentioned in NIT. The Bidder is to ensure the delivery of the bids at the correct address. BSNL shall not be held responsible *for* delivery of bid to the wrong address. The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented in person after the sealing of box will not be received by Principal General Manager, Hyderabad Telecom District, Hyderabad or by any of the subordinates or will not be allowed to be deposited in the tender box.

## 12.2 Postponement of Tender opening

If the date of opening of bids is declared as holiday, or cannot be opened for any other reason, the bids will be opened on the next working date at the same time and venue.

## 13 Late Bids

- 13.1 Tenders will not be received after the specified time of closing of the tender and the same shall be **rejected and returned unopened to the bidder**. It is the sole responsibility of the bidder that he should ensure timely submission of tender.

## 14 Modifications and Withdrawal of Bids

- 14.1 The bidder may modify or withdraw his bid after submission and before opening, provided that the intimation is deposited by the bidder in a properly sealed envelope (With Wax/Packing PVC tape) in the tender box, before the scheduled time & date for closing of tender.
- 14.2 No bid shall be modified subsequent to the deadline for submission of bids.

## 15. Bid Opening And Evaluation

- 15.1 BSNL shall open the bids in the presence of bidders or his authorized representatives who choose to attend, at the time specified on the date specified for opening. The bidder's representative, who is present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening (A proforma is given in **Section XII**).
- 15.2. A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 15.3 The bids shall be opened in the following manner:
  - 15.3.1 The bid opening committee shall count the number of bids and assign serial numbers to the bids. For example, if 10 tenders have been received the bids shall be numbered as 1 of 10, 2 of 10, etc. All the members shall initial on the outer envelopes of all the bids with date.
  - 15.3.2 The envelopes containing the tender offer are to be properly sealed.
  - 15.3.3 First the outer envelope containing the three envelopes be opened. The bid opening committee shall initial on all three envelopes with date.
  - 15.3.4 Among these three envelopes, the envelope marked "BID SECURITY" shall be opened first and examined.
  - 15.3.5 The bidders who have submitted proper bid (EMD) as per tender document, their "**Qualifying Bid**" shall be opened and papers/documents submitted *by* the bidder shall be examined and recorded by the TOC. After opening the qualifying *bid*, all the documents contained therein shall be serially numbered and signed *by* the bid opening committee members.
  - 15.3.6 **Evaluation of Qualifying Bids:** The bidders who have submitted all necessary valid documents for Qualifying bids as per clause 6 of Section IV, their **Financial Bids will be opened**.

15.4 The Financial Bid shall be opened in the following manner:

15.4.1 The envelope marked "**Financial Bid**," will be opened only for qualified tenders in "**Qualifying bid**".

15.4.2 After opening the "**Financial Bid**" the bidder's name, bid prices, modifications, bid withdrawals and such other details as BSNL, at its discretion, may consider appropriate; will be announced at the opening.

15.4.3 In case there is discrepancy in figures and words in the quote, the same shall be announced in the bid *opening*, but **the quote in words shall prevail**.

## 16 Clarification of Bids by BSNL

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

## 17 Preliminary Evaluation

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

17.2 If there is discrepancy between words and figures, the amount in words shall prevail. If the Company/Firm/Agency does not accept the correction of the errors, his bid shall be rejected.

17.3.1 Prior to the detailed evaluation, pursuant to clause 18, the BSNL will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without deviations. The BSNL's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

## 18 Evaluation and Comparison of Substantially Responsive Bids

18.1 The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 17.

18.2 **Financial Bids Evaluation: Financial Bids shall be evaluated based on the Company/Firm/Agency's service charge over and above the minimum wages as percentage quoted in Financial Bid Annexure-III of Section-XIII comparing the price quoted by the substantially responsive bids received.**

## 19 Contacting BSNL

19.1 Subject to clause 16 no bidder shall try to influence BSNL on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.

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

## **20 Award of Contract**

- 20.1 The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable.
- 20.2 The work against the tender is for one year requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between the BSNL and the Company/Firm/Agency. BSNL can extend the tender agreement for six more months in two spells of each three months with same rates, terms and conditions of the bid document and agreement considering the increase total cost of the tender accordingly as per the approved rates and minimum wages prevailing.

## **21 BSNL's Right to Vary Quantum of Work**

BSNL will have the right to increase or decrease by up to 25% the services specified in the scope of work considering the increase/decrease as total cost of the tender, without any change in the rate or other terms and conditions at any point of time during the tender period.

## **22 BSNL's Right To Accept Any Bid And To Reject Any Or All Bids And Distribution of Works To Multiple Bidders (Company/Firm/Agency)**

- 22.1 BSNL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason what-so-ever and without thereby incurring any liability to the affected bidder or bidders on the grounds for BSNL's action.
- 22.2 It becomes, sometimes necessary to sustain multiple bidders (Company/Firm/Agency) for distribution of works. The Distribution Policy will be determined by BSNL.

## **23 Issue of Letter of Intent**

- 23.1 The issue of letter of Intent shall constitute the intention of BSNL to enter in to The contract with the bidder. Letter of intent will be issued as of successful bidder.
- 23.2 The bidder shall within 15 days of issue of letter of intent, give his acceptance along with performance security.

## **24 Signing of Agreement**

The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by BSNL within a week of acceptance of Letter of Intent and deposit of performance security as per clause 23.2 above.

## **25 Annulment of Award**

Failure of the successful bidder to comply with the requirement of clause **23 & 24** shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security (EMD), in which event, BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

## **26 Minor Infirmary**

BSNL may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver doesn't prejudice or effect the relative ranking of any bidder.

**Section V**  
**Terms & Conditions of the Contract**  
**(General & Commercial)**

**1 Application**

The General conditions shall apply in contracts made by BSNL for the execution of carrying out various job contract works.

**2 Standards**

The works to be executed under the contract shall conform to the standards prescribed in carrying out various Job Contract works specifications of this document.

**3.Prices**

3.1 Prices charged by the Company/Firm/Agency for the works performed under the Contract shall not be higher than the prices quoted by the Company/Firm/Agency in his bid.

3.2 Price once fixed will generally remain valid for the period *of* contract, except for limited variation only as specified in **Section IV Clause 8**.

**4. Subcontracts**

The Company/Firm/Agency shall not assign, subcontract or subject the whole or any part of the works covered by the contract, under any circumstances.

**5. Security****a) PERFORMANCE SECURITY**

The successful bidder/bidders will have to furnish security for **10%** of the total tendered cost in the form of bank guarantee valid up to and including six months after the period of contract from a nationalized/scheduled bank before agreement. In case the agreement is got extended, accordingly the bank guarantee shall be extended. If the work is awarded to more than one Company/Firm/Agency, the security amount as mentioned above will be divided among the number of Company/Firm/Agency, on prorata basis. The security deposit (SD) is required to protect the BSNL against the risk of bidders conduct and will be forfeited in part/whole, in case of:

- b) Unsatisfactory service.
- c) Theft or misappropriation of articles of the BSNL.
- d) Damage caused to BSNL assets and damage/loss to store issue
- e) Withdrawal of the successful bidder from the contract before its expiry without giving proper notice as specified in the terms & conditions of this tender document. The security will be released within a fortnight from the date of payment of final bill on production of no due certificate from the competent authority.,
- f) All or some of the above.

## **6. Issue of Work Orders and Time Limit**

- 6.1 The work orders shall be issued by the officer in-charge of works after examining the technical and planning details of the works to be executed.
- 6.2 If due to any reason partial work order is to be issued then the same shall be issued with the approval of an officer not below the rank of AGM/Divisional Engineer.
- 6.3 The officer in charge shall mention the time limit to execute the work order after seeing the quantum of work.
- 6.4 BSNL reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or the Company/Firm/Agency is not executing the work at the required place.

## **7. Extension of Time Limit**

### **7.1 General**

- 7.1.1 In each work order, the work order issuing authority shall specify the time allowed for completion of work consistent with the magnitude and urgency of work. The time allowed for carrying out the work is to be strictly observed by the Company/Firm/Agency and shall be reckoned from **seventh day** from the date of issue of work order.
- 7.1.2 In as much as "the time being deemed to be the essence of contract", throughout the stipulated period of contract, the work is to be proceeded with all due diligence on the part of the Company/Firm/Agency

## **8. Audit and Technical Examination**

- 8.1 BSNL shall have the right to cause an audit and technical examination of the work and the final bills of the Company/Firm/Agency 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 Company/Firm/Agency 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 Company/Firm/Agency shall be liable the refund the amount of over payment and it shall be lawful for BSNL to recover the same from him, from running monthly bills or final bill, or in any other manner legally permissible and if it is found that the Company/Firm/Agency 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 Company/Firm/Agency.
- 8.2 Provided that BSNL shall be entitled to recover any sum overpaid, nor the Company/Firm/Agency shall be entitled to payment of any sum paid short where such payment have been agreed upon between the officer in-charge of works or his subordinate officer on one hand and the Company/Firm/Agency on the other under any term of the contract permitting payment for work after assessment by the officer concerned or his subordinate officer.



- 8.3 Any sum of money due and payable to the Company/Firm/Agency (including security deposit returnable to him) under this contract may be appropriate by the BSNL for the payment of a sum of money arising out.

## **9. Payment Terms**

- 9.1 Bills are to be prepared by the Company/Firm/Agency and to be submitted to officer in charge who has awarded the work orders. After submission of the bills, these will be processed observing formalities laid down by BSNL and finally these will be sent to respective accounts officers for effecting payment.
- 9.2 At the time of claiming the monthly payment, the Company/Firm/Agency must submit proof regarding deposition of EPF & ESI (if applicable) contribution for the previous month in respect of the workmen (drivers) deployed to execute the work, as well as a declaration of having complied with all governmental regulations in respect of the manpower employed for the aforesaid job contract.
- 9.3 All payments to the workers (drivers) are to be made by the Company/Firm/Agency through cheque under acquittance complying all statutory Acts and Guidelines, to avoid dispute with workers/Company/Firm/Agency.

## **10. Penalty Clause**

- 10.1 The work must be executed as stipulated in the work description given in Scope of Work, failing which a penalty @ 2% of payment due for the month will be deducted for each day of unsatisfactory work, subject to a maximum penalty of 10% in a month. The Decision of BSNL for imposition of penalty shall be final and binding.
- 10.2 If non-execution of desired works is observed repeatedly (more than 5 times) the action for rescinding the contract will be initiated by BSNL.
- 10.3 Penalty as deemed fit by BSNL authority, for causing inconvenience to public during execution of the work will be imposed on the Company/Firm/Agency. This penalty will be in addition to that payable for performance of the Company/Firm/Agency as mentioned in penalty clause no. 10.1
- 10.4 The bidder will be bound by the details furnished by him/her to BSNL, while submitting the bid or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.
- 10.5 Financial bids of only those bidders who qualify in the technical bid shall be evaluated. This office reserves right to terminate the contract during entire period also after giving a one months notice to the contracting agency.

## **11 Rescission/Termination of Contract**

### **11.1 Circumstances for rescission of contract**

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

- a) If the Company/Firm/Agency commits breach of any item of terms and conditions of the contract.
- b) If the Company/Firm/Agency suspends or abandons the execution of work and the officer in-charge of the work comes to conclusion that work could not be completed by due date for completion or the Company/Firm/Agency had already failed to complete the work by that date.
- c) If the Company/Firm/Agency had been given by the officer-in-charge of work a notice in writing to any defective work and he/she fails to comply with the requirement within the specified period.

11.2 **Upon rescission of the contract, the security deposit of the Company/Firm/Agency shall be liable to be forfeited and shall be absolutely at the disposal of BSNL as under**

11.2.1 The un-executed work shall be got executed through other qualified bidders, who participated in the bidding process, by giving them offers in their order of ranking at L1 rates.

11.2.2 The certificate of the officer in-charge of work as to the value of work done shall be final and conclusive against the Company/Firm/Agency, provided always that action shall only be taken after giving notice In writing to the Company/Firm/Agency

**11.3 Termination for insolvency**

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

**11.4 Optional Termination by BSNL (Other than due default of the Company/Firm /Agency)**

11.4.1 The BSNL may, at any time, at its option cancel and terminate this contract by written notice of one month to the Company/Firm/Agency, in which event the Company/Firm/Agency shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or whole of material, for use in or in respect of the work.

11.4.2 In the event of the termination of the contract, the Company/Firm/Agency shall forthwith clear the site of all the Company/Firm/Agency's materials and hand over possession of the work concerned to the BSNL or as the BSNL may direct.

11.4.3 The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such items without any compensation whatsoever to the Company/Firm/Agency.

**11.5 Issuance of Notice**

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

11.5.2 The final notice for rescission of contract to the Company/Firm/Agency shall expressly state the precise date and time from which the rescission would become effective. The following safeguards shall be taken while issuing the final notice.

During the period of service of notice and its effectiveness, the Company/Firm/Agency should not be allowed to remove from the site any material belonging to BSNL.

- 11.5.3 The Company/Firm/Agency shall give in writing the materials he would like to take away/remove from the site. Such of the materials as belong to him and which may not be required for future execution of balance work may be allowed by the officer in-charge of work to be removed with proper records.

## **12. Force Majeure**

12.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of BSNL as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

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

## **13. Arbitration**

13.1 In the event of any question, or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Principal General Manager, Hyderabad Telecom District, Hyderabad in case his designation is changed or his office is abolished then In such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Principal General Manager, Hyderabad Telecom District, Hyderabad or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Principal General Manager, Hyderabad Telecom District, Hyderabad or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Principal General Manager, Hyderabad Telecom District, Hyderabad or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

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

13.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

13.3 The venue of the arbitration proceeding shall be the office of the Principal General Manager, Hyderabad Telecom District, Hyderabad or such other Places **as the arbitrator may decide**. The Following procedure shall be followed:

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

13.3.2 There should not be a joint submission with the Company/Firm/Agency to the sole Arbitrator.

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

13.3.4 The onus of establishing his claims will be left to the Company/Firm /Agency.

13.3.5 Once a claim has been included in the submission by the Company/Firm/Agency, a reiteration or modification thereof will be opposed.

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

13.3.7 Claims ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual

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

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

**14. Set off:** Any sum of money due and payable to the Company/Firm/Agency (including security deposit refundable to him) under this contract may be appropriated by BSNL or any other person or persons contracting through the BSNL and set off the same against any claim of BSNL or such other person or persons for payment of a sum of money arising out of this contract made by the Company/Firm/Agency with BSNL or such other person or persons contracting through BSNL.

**Section VI**  
**Special Conditions of Contract**

**1.General**

- 1.1 The work shall be accepted by BSNL authority, designated by BSNL, as per work schedule shown in work orders.
- 1.2 BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered with BSNL.
- 1.3 BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without enough grounds
- 1.4 BSNL reserves the right to counter offer price(s) against price(s) quoted *by* any bidder.
- 1.5 Any clarification issued by BSNL, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents
- 1.6 Tender will be evaluated as a single package for all the works shown in NIT.
- 1.7 All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of by the officer In-charge of work who shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.
- 1.8 The work in each section may be split up between two or more Company/Firm/Agency or accept any tender in part and not entirely if considered expedient by Principal General Manager, Hyderabad Telecom District, Hyderabad.
- 1.9 If the Company/Firm/Agency shall desire an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or on any other **ground he shall apply in writing to the officer in-charge within 3 days of the date of hindrance** on account of which he desires such extension as aforesaid. In this regard the decision of Principal General Manager, Hyderabad Telecom District, Hyderabad shall be final.
- 1.10 If at any time after the commencement of the work, BSNL may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then BSNL shall give notice in writing of the fact to the Company/Firm/Agency who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall Involve any curtailment of the work as originally contemplated.

- 1.11 Whenever any claims against the Company/Firm/Agency for the payment of a sum of money arises out of or under the contract, BSNL shall be entitled to recover such sum by appropriating in part or whole the security deposit of the Company/Firm/Agency, and to sell any Government promissory notes etc, forming the whole or part of such security or running/final bill pending against any contract with BSNL. In the event of the security being insufficient or if no security has been taken from the Company/Firm/Agency, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time there after may become due to the Company/Firm/Agency under this or any other contract with Government. Should this sum be not sufficient to cover the full amount recoverable the contract or shall pay to BSNL on demand the balance remaining due.
- 1.12 No official in Engineering or administrative duties in an Engineering Department or any other Department of the Government of India is allowed to work as a Company/Firm/Agency for a period as specified by government after his retirement from Government service without the previous permission of BSNL. This contract is liable to be cancelled if either the Company/Firm/Agency or any of his employees is found at any time to be such a person who hadn't obtained the permission of BSNL as aforesaid before submission of the engagement in the Company/Firm/Agency's service as the case may be.
- 1.13 The near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The near relatives for this purpose are defined as:
- a) Members of a Hindu Undivided Family,
  - b) They are husband and wife,
  - c) The one is related to the other in the manner as father, mother, son(s) & son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister (s) & sister's husband (brother-in-law).
- The company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is (are) posted
- 1.14 The bidder should give a certificate that none of his / her such near relative is working in BSNL
- 1.15 Government of India / Financial Institution nominees and independent non-official Directors appointed by Govt. of India or the Governor of the state are excluded from the purview of submission of certificate in regard to employment of near relatives working in the BSNL while submitting tenders by the limited companies.
- 1.16 Any breach of this condition 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 noticed. The company or firm or any other person will also be debarred for further participation in tenders in all establishments of BSNL, Telangana circle.

1.17 In the event of the Company/Firm/Agency being, adjusted insolvent or going voluntarily into liquidation or having received order or other order under insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Company/Firm/Agency failing to comply with any of the conditions herein specified, the Principal General Manager, Hyderabad Telecom District, Hyderabad shall have the power to terminate the contract without any notice.

1.18 Without prejudice to any of the rights or remedies under this contract, if the Company/Firm/Agency dies, the Principal General Manager, Hyderabad Telecom District, Hyderabad can terminate the contract without compensation to the Company/Firm/Agency. However Principal General Manager, Hyderabad Telecom District, Hyderabad at his discretion may permit Company/Firm/Agency's heirs to perform the duties or engagements of the Company/Firm/Agency under the contract, in case of his death. In this regard the decision of Principal General Manager, Hyderabad Telecom District, Hyderabad shall be the final.

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

1.20 **Interpretation of the contract documents**

The representative of Principal General Manager, Hyderabad Telecom District, Hyderabad and the Company/Firm/Agency shall in so far as possible by mutual consultation, try to decide upon the meaning and intent of the contract document. In-case of disagreement the matter shall be referred to Principal General Manager, Hyderabad Telecom District, Hyderabad whose decision shall be final. Any change in the contract documents shall be set forth in writing by the representative of the parties hereto. It shall be the Company/Firm/Agency's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.

1.21 **Notification**

The Company/Firm/Agency shall give in writing to the proper person or authority with a copy to the officer in-charge such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or completion of the contracted work. All notice shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the Company/Firm/Agency shall keep all proper persons or authorities involved and advised of the progress of operations throughout the performance of the work and/or with such other information and/or supporting figure and data as may from time to time as directed or required.

1.22 **Shut down on account of weather conditions:** The Company/Firm/Agency shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by the Government or deemed advisable on account of bad weather conditions or other Force majeure conditions.

## **2. Quality of Work**

BSNL shall be the final judge of the quality of the work and the satisfaction of BSNL in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by BSNL and/or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the Company/Firm/Agency shall be and remain responsible for complete and proper compliance with the contract documents and the specification there in. The representative of the Principal General Manager, Hyderabad Telecom District, Hyderabad has the right to prohibit the use of men which in his opinion do not produce work or performance meet the requirement of the contract documents.

## **3. Taxes and Duties**

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

## **4. Protection of Life and Property and Existing Facilities**

- 4.1 The Company/Firm/Agency is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the site/vehicles in a reasonable safe condition. The Company/Firm/Agency shall protect all life and property/vehicles from damage or losses resulting from his construction operations and shall minimize the disturbance.
- 4.2 The current market value of any commodities/vehicles lost as a result of any damage to the aforesaid existing facilities shall be paid by the Company/Firm/Agency together with such additional sums necessary to liquidate the personal of property damages, resulting there from.

## **5. Workman/Drivers Welfare Measures and Compensation**

- 5.1 The bidder will be required to pay the workers/drivers at least the minimum wages as prescribed under the Minimum Wages/Labour Act. On or before 7<sup>th</sup> of the preceding month. The bidder will maintain proper record as required under the Law/Acts.
- 5.2 The bidder shall ensure that the manpower i.e. drivers deployed for execution of the service contract conforms to the technical specifications prescribed as per clause 2.3 of Section XII of this document.
- 5.3 **The contract services shall be normally required on all days of the month except on weekly off days from 09-00 hrs. to 18-30 hrs. with a lunch break of ½ hour. If, the contract services are required on weekly off day, the same will be compensated by off on another working day. The worker, if deputed for any official work outside, within Principal General Manager, Hyderabad Telecom District, Hyderabad shall not be entitled to any other payment. However actual hours to be deployed shall be specified by users of vehicles.**



- 5.4 The bidder shall furnish the following documents in respect of the individual workman/drivers who will be deployed by the Company/Firm/Agency in this Hyderabad Telecom District before the commencement of work
- 5.5 List of workmen/drivers short listed by agency for deployment by the Company/Firm/Agency in Hyderabad Telecom District containing full details i.e. date of birth, marital status, address, valid driving license details, EPF and ESI details etc;
- 5.6 In case, the person employed by the successful bidder commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence/security risks, the successful bidder will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by this office within 2 days of being brought to their notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract.
- 5.7 The bidding company shall provide identity cards to the personnel deployed carrying the photograph of the personnel and personal information as to name, date of birth, and identification mark, etc., without carrying any reference (such as logo, etc.) to BSNL.
- 5.8 The Company/Firm/Agency shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters and vehicles information are not divulged or disclosed to any person by its personnel deployed in this office.
- 5.9 The Company/Firm/Agency shall ensure proper conduct of his personnel in office premises & while performing driving work and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- 5.10 In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one-thirtieth (1/30) of the monthly charges shall be deducted. In case of repetition of such instances, clause 6.9 of terms and condition will be applicable.
- 5.11 The selected Company/Firm/Agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay by the Company/Firm/Agency in providing a substitute beyond two working days shall attract liquidated damages @ Rs. 200. per day (per such case), besides deduction in payment on pro-rata basis.
- 5.12 For all intents and purposes, the bidder shall be the "Employer" within the meaning of different Labour Legislations in respect of attendants so employed and deployed in this office for contractual services including driving service.
- 5.13 The bidder shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury/life risk to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 5.14 It will be the responsibility of the Company/Firm/Agency to meet other transportation, food, medical, insurances, driving license of workmen and any other requirement of Company/Firm/Agency's manpower for carrying out the contract works. Hyderabad Telecom District will have no liability in these regard at any stage.

- 5.15 The man power deployed by the Company/Firm/Agency shall not have any claims of "Master and Servant" relationship vis-à-vis Hyderabad Telecom District nor have any "Principal and Agent" relationship with or against the Hyderabad Telecom District.
- 5.16 The man power deployed by the Company/Firm/Agency for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular/confirmed employees of this office, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the Company/Firm/Agency shall not be entitled to any claim for absorption or relaxation for absorption in the regular/otherwise capacity in the BSNL. The Company/Firm/Agency should communicate the above to all the manpower deployed in this office by the Company/Firm/Agency.
- 5.17 Payment shall be made only to the Company/Firm/Agency and on monthly basis as per actual services. The Company/Firm/Agency has to raise invoices in the first week of the next month for the services rendered in the month.
- 5.18 The Company/Firm/Agency has to pay the wages to the workmen deployed on or before 7<sup>th</sup> of the next month positively for the last month in which services were provided as per the tender agreement.

## 6. Legal

- 6.1 The bidder will be responsible for compliance of all statutory provisions relating to minimum wages, Provident Fund, Employees State Insurance, Workmen's Compensation Act, worker's welfare, etc. and all other Acts concerned for deployment of workmen in respect of the persons deployed by it in Hyderabad Telecom District.
- 6.2 Bidder shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to Hyderabad Telecom District to concerned tax collection authorities from time to time as per extent rules and regulations on the matter.
- 6.3 The bidder shall comply and maintain all statutory registers under the applicable different Laws & Acts for workman. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.
- 6.4. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.
- 6.5. In case, the bidder fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, this office is put to any loss/obligation, monetary or otherwise, this office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 6.6 In case of any mishap/accident/injury and loss of life during execution of the work, the Contractor/Agency of the contractor will be responsible and liable to pay compensation, if any to the workmen/drivers as per Workmen Compensation Act

## **7. EPF And ESI**

7.1 EPF: In addition to labour rules/regulations Company/Firm/Agencies' should follow EPF rules formulated by EPF commission.

7.2 ESI: In addition to labour rules/regulations Company/Firm/Agency should follow ESI rules formulated by ESI corporation (as and when applicable).

7.3 The Company/Firm/Agency has to enclose copies of the previous month receipts/challans of payment of EPF/ESI contribution of all the workmen/drivers deployed in the previous month along with the monthly bills submitted. Without the copies of these receipts/challans, the bill will not be processed for payment.

## **8. Compliance with Laws And Regulation:**

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

## **9 Non-compliance:**

In case of breach of any terms and conditions attached to this contract, the Performance Security deposit of the agency will be liable to be forfeited by this office besides annulment of the contract.

## Section VII

### **Scope of Work and Jurisdiction of Contract**

The work of "Providing hiring of Skilled services (Motor Driver) of temporary nature **Section I** under the jurisdiction of the PGM - HTD, Hyderabad, Telangana" shall be carried out as per terms, conditions and specifications contained in the Tender Document and shall involve:

SL No.	CONTENT OF SERVICES	REQUIREMENT
1.	Service	Provision of hiring of Services of Motor Driver to drive the BSNL four wheeler vehicles with valid licensed drivers, for running anywhere in Telangana circle areas.
2.	Period of Contract	Under normal circumstances the contract shall be valid for a period of <b>one year</b> from date of issue of work order. However contract may be extended for further period up to <b>six months</b> if agreed by the Contractor and BSNL on the same rate, terms and conditions after ensuring competitiveness of the rates.
3.	Quantity	Estimated number of Motor Drivers to be hired service are as per <b>Section- I</b> However it should be clearly noted that BSNL shall place the order only as per the actual requirement from time to time.
4.	Duty hours.	Eight hours per day (Preferably 09:00 to 18:30) on all days of month except Weekly Off. However actual hours to be deployed shall be specified by users of vehicles.
5.	Notice period	For regular requirements one day in advance. In emergency condition within 15 minutes on telephonic notice. Telephonic intimation shall be considered as notice.
6.	Reporting Place	Any place within the jurisdiction of PGMTD, HTD Hyderabad. Actual place of reporting shall be specified by users of vehicles
7.	Penalties	As per the penalty clause 10 of section V and clause 5.10 & 5.11 of Section V
8.	Special requirements	1. Intending bidder must have telephone/mobile connection requirements. Where requisition of Motor drivers can be Conveyed all the 24 hrs. 2. Telephone & Mobile No. must be conveyed to user of vehicles. 3. Intending bidder should arrange issue of proper Identity Cards after verifying the antecedents of his drivers.

#### **PREREQUISITES OF THE WORKMEN/MOTOR DRIVER TO BE SUPPLIED BY THE SERVICE AGENCY:**

1. The Motor Driver to be supplied by the Service Agency should possess a valid driving license for driving a LMV/MMV/HMV and Ex-servicemen should be given preference.
2. The drivers so deployed should not have the habit of drinking alcohol and consuming any intoxicating material.
3. They should be neat and well dressed.
4. At the time of reporting for carrying out the temporary driving duty, the Motor Driver should submit the Experience/ discharge certificate issued by the Army/Navy / Air-force authorities.

## **GENERAL NATURE OF WORKS TO BE PERFORMED BY THE WORKMAN/MOTOR DRIVER :-**

- i. Driving of BSNL Departmental Light/Medium/Heavy Vehicles with appropriate driving license. Daily Maintenance of vehicles including cleaning and dusting (inside and outside of vehicles), mopping with soaked wet clothed to entire body and flooring, window glasses of vehicles daily. Checking of Engine, Oil level, Air Pressure of the tyre & tubes, general greasing nut-bolt tightening. Maintain the vehicle and timely servicing of the vehicles. Keeping tool box updated. Checking and keeping first-aid box and essential spare parts of the vehicles during the run. Taking water in water-Jug 4-5 liters and servicing Drinking water to the Traveling Officers. Always keep in ready conditions torch, Wheel-Jack, Duster Cloth & Hand Washing Soap, Towels, etc.
- ii. Driver will be responsible for keeping vehicles R.T.O. Documents, Insurance Papers, and Driving License in the vehicle and to be shown to the Inspecting Officer during the inspections. Any other works assigned by the Officer-in-charge has to be carried out. In case the documents are not valid, it should be brought to the notice of the concerned authority and get the valid documents like insurance, pollution certificates etc.
- iii. Driver should Maintain **Log Book** in the prescribed format giving the details of journey made, OMR, CMR, KM Run, name & designation of the staff utilised the vehicle, purpose of journey, Oils (Diesel and Engine Oil) filled/consumed/balancel, and other consumables.
- iv. Driver should invariably take the signature of the officer/staff who used the vehicle.
- v. Driver should submit a monthly statement of vehicle running in the prescribed format by 2<sup>nd</sup> of the next month furnishing the all details noted in log book as detailed in above in Point No. iii

## **LOSS OF PROPERTY:**

The drivers will be responsible for the safeguard of the vehicle, materials in the vehicle. However, the Tenderer will be responsible for safety and security of the vehicle and materials in the vehicles. Any loss or damage to the vehicles/material due to negligence will have to be made good by the Tenderer. In case the Tenderer does not compensate for the losses, the BSNL will be at the liberty to compensate of the loss incurred in the manner most suitable to the BSNL. It will be entirely the responsibility of the Tenderer / Bidder to abide by all the relevant labour laws strictly.

## Section VIII

### **Agreement**

The **successful bidder** shall have to execute the following agreement:

This agreement is made on this ..... day of (month) ..... (year) ..... between M/s. .... hereinafter called "the Company/Firm/Agency" (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) and BSNL. Whereas the Company/Firm/Agency has offered to enter into contract with BSNL for the execution of work of hiring of services of Motor Driver services Job Contract" in the establishments of the Principal General Manager, Hyderabad Telecom District on the terms and conditions herein contained and the rates approved by BSNL (copy of rates annexed) have been duly accepted, and whereas the necessary security deposits have been furnished in accordance with the provisions of the tender document, and whereas no interest will be claimed on the security deposits. Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows:

- 1 The Company/Firm/Agency shall, during the period of this contract, that is to say from ..... to ..... or completion of work for Rs ..... (Rupees ..... only) whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of workers/drivers employed for works shown in tender documents. It is understood by the Company/Firm/Agency that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service
- 2 The NIT (notice inviting tender), bid documents (qualifying and financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.
- 3 The Company/Firm/Agency hereby declares that nobody connected with or in the employment of BSNL is not/shall not ever be admitted as partner in the contract.
- 4 The Company/Firm/Agency shall abide by the terms and conditions, rules, guidelines, job practices, safety precautions etc. stipulated in the tender document including any correspondence between the Company/Firm/Agency and BSNL having bearing on execution of work and payments of work to be done under the contract.
- 5 The Company/Firm/Agency shall abide to comply all the Acts related to labour rules, minimum wages, welfare of the workmen, EPF and ESI which are in force.

6 All the disputes are subject to the jurisdiction of the courts at Hyderabad only.

In witness whereof the parties present have hereinto set their respective hands and seals this day and year in .....

Signature & stamp of the bidder:

Name: .....

Date: .....

Place.....

Above written, signed, sealed & delivered by the above-named Company/Firm/Agency in the presence of witnesses:

1.

2.

Signed & delivered on behalf of BSNL by

Signature & stamp:

Name: .....

Date: .....

Place.....

Witnesses:

1.

2.

**Section IX**  
**Bidder's Declaration**

**Tender for "Hiring of Services of Motor Driver in the establishments of  
the Principal General Manger, Hyderabad Telecom District, Hyderabad"**

1. I, ....., \_\_son/daughter/wife\* of ....., resident of ..... proprietor/director/authorized signatory\* of the agency/firm mentioned below, am competent to sign this declaration and execute this tender document;

2 I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

3 I hereby certify that none of my relative(s) as defined in the tender document is / are employed in BSNL unit as detailed in the 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.

4 The information and documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information or fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person:

Date:

Full Name:

Place:

Seal:

**\* *Strike out whichever is unnecessary.***



**Section X**  
**Check List for Bidders**

1. Please ensure that you satisfy the eligibility conditions as specified in detail in Section IV - Clause 1, clause 6 and Section VI - Clause 1. If not so, do not submit your bid.
2. Please ensure that all documents are fully authenticated by the authorized signatory under his signature with office seal. Printed documents need not be authenticated if there is no alteration.
3. For the convenience of the bidder, the following three files are uploaded on the Telangana Circle website <http://www.telangana.bsnl.co.in> (under **Tenders** section) and can be downloaded:

3.1. NIT

3.2. Bid document

**This file has the complete document content for reference, as well as submission with signature below every page.**

3.3. Single **MS Word** file containing proforma of:

- 3.3.1. Bidder's Covering Letter (as per Section II)
- 3.3.2. Bidder's Profile (as per Section III)
- 3.3.3. Agreement (as per Section VIII)
- 3.3.4. Bidder's Declaration (as per Section IX)
- 3.3.5. Letter of Authorization for Attending Bid Opening (as per Section XII).
- 3.3.6. Covering Letter (as per Section XIII - Annexure 1)
- 3.3.7. Schedule of Rates (as per Section XIII - Annexure 2)
- 3.3.8. Rate Calculation (as per Section XIII - Annexure 3)

**This file has proforma letters for bidder's submission that can be downloaded, filled in, & printed, signed and submitted as part of the bid package.**

## **Section XI**

### **List of the Documents to be submitted**

The bidder will have to submit the following documents as part of their complete bid package. Any bid not accompanied by the under-mentioned documents is liable to be rejected. The **preferred order of arrangement** is given below, envelope-wise:

#### **First Envelope: Super-scribed as "Bid Security (EMD) + Cost of Bid Document" & Qualifying Bid**

1. Bid Security (EMD) in accordance with the tender document.
  2. In case document was purchased from BSNL office, original receipt for purchase of bid document.
  3. In case document was downloaded from website, cost of bid document (crossed demand draft of Rs 590/-.)
  4. Attested copy of registration of Company/Firm/Agency/firm/agency furnishing the details of registration no. etc.
  5. Attested copy of Labour Office license. If not applicable, declaration to be enclosed
  6. Attested copy of PAN/GIR card.
  7. Attested copy of GST registration certificate.
  8. Attested copy of the E. P. F. registration letter/certificate. If not applicable, declaration to be enclosed.
  9. Attested copy of the E.S.I. registration letter/certificate (if applicable). If not applicable declaration to be enclosed.
  10. Attested copy of experience certificate(s) issued by AGM and above level.
  11. Original "Power of Attorney" in case person other than the bidder has signed the tender documents. (In case of partnership firm power of Attorney the partner authorized to sign should be enclosed along with copy of Partnership deed)
  12. Tender document, in original, duly filled in and signed by bidder or his authorized representative, along with seal on each page. All corrections and overwriting must be initialed with date by the bidder or his authorized representative.
  13. Bidder's Covering Letter, (duly filled in, as per Section II)
  14. Bidder's Profile (duly filled in, as per Section III)
  15. Bidder's Declaration (duly filled in, as per Section IX)
  16. Letter of Authorization for Attending Bid Opening (duly filled in, as per Section XII).
  17. No BSNL staff relatives certificate.
  18. Any other relevant documents.
- Note: All the documents to be self attested by the bidder/authorized person of the firm.

#### **Second Envelope: Super-scribed as "Financial Bid"**

19. Covering Letter (duly filled in, as per Section XIII - Annexure 1)
  20. Schedule of Rates (duly filled in, as per Section XIII - Annexure 2)
  21. Rate Calculation (duly filled in, as per Section XIII - Annexure 3)
- Outer cover (i.e. fourth envelope) should be super-scribed as:

### **Tender for Hiring of services of Motor Driver in the establishments of the Principal General Manager, Hyderabad Telecom District.**

**No. HTD/ESTT/MOTOR DRIVER SERVICES/2019-20/1, dated at Hyd the 16-07-2020**

**"Not To Be opened Before (*write tender opening date*)"**

Other instructions to be followed are given in Section IV.

**Section XII**

**Letter of Authorization for Attending Bid Opening**

**No. HTD/ESTT/ Motor Driver SERVICES/2019-20/1, dated at Hyd the 26-05-2020**

To

**The Asst. General Manager (Admin)**  
% The Principal General Manager,  
Hyderabad Telecom District,  
Hyderabad – 500063.

Dear Sir,

**Subject:** Authorization for attending bid opening on ..... (date) in the Tender for Hiring of services of **Motor Driver** in Hyderabad Telecom District

**(No. HTD/ESTT/MOTOR DRIVER SERVICES/2019-20/1, dated at Hyd the 16-07-2020)**

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of\_..... (bidder) in order of preference given below.

<u>Order of Preference</u>	<u>Name</u>	<u>Specimen Signature</u>
----------------------------	-------------	---------------------------

1.

2.

Alternate

Representative

Signatures of bidder

**or**

officer authorized to sign the bid

documents on behalf of the bidder.

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not produced.

**Section XIII**  
**Financial Bid - General**

1. Presently (**as on 01-01-2020**), it may be noted that:
  - 1.1. Minimum wage for skilled job contract labour applicable to Hyderabad is **Rs. 733/- Rs. per day** (Basic Rs.637/- + VDA Rs.96/-) as notified by the Ministry of Labour & Employment, Government of India. Lr. No.1/36(3)/2019-LS-II, dated 23-09-2019.
  - 1.2. Employer's EPF (Employees Provident Fund) contribution is **13%** of worker's wage.
  - 1.3. ESI (Employees State Insurance) scheme is **4.75%**
2. Mode of payment for this contract service is on monthly basis.
3. The Company/Firm/Agency shall make all payments to the workers are to be made through cheque only on or before 7<sup>th</sup> of next month of providing service.
4. **Estimated number of skilled workmen/drivers required to perform the contract job work put to tender is 11 per day.** BSNL reserves the right to either increase or decrease this requirement by 25% without any change in the unit rate, as well as terms and conditions.
5. At the time of claiming the monthly payment, the Company/Firm/Agency must submit proof regarding deposition of EPF (& ESI if applicable) contribution for the previous month, as well as a declaration of having complied with all governmental regulations & Acts in respect of the manpower employed for the aforesaid job contract.
6. Prices shall be quoted by the bidder as amount (in Rs.) as well as percentage rate (wherever relevant/applicable) in Financial Bid. In case of discrepancy, the percentage figure shall prevail.
7. The rates quoted should be inclusive of all statutory/taxation liabilities in force at the time of submission of bid and exclusive **of GST**.
8. The price quoted by the bidder shall generally remain fixed during the entire period of contract, except for **limited variation only as specified in Section IV Clause 8**, depending upon the change in the minimum wages or in the rate of employer's EPF/ESI contribution as **stipulated by the government**.

**Signature of the bidder**

**Section XIII – Annexure-1**  
**Financial Bid – Covering Letter**  
Bid Document No. ....

**{To be enclosed in a separate sealed envelope – “Financial Bid” (Third) Envelope}**

To

**The Asst. General Manager (ADMN)**  
% The Principal General Manager,  
Hyderabad Telecom District,  
Hyderabad – 500063.

*Dear Sir,*

Subject: Financial Bid in respect of tender for Hiring of services of Motor Driver in Hyderabad Telecom District, Hyderabad

**Ref. :** No. HTD/ESTT/MOTOR DRIVER SERVICES/2019-20/1, dated at Hyderabad the **16-07-2020**

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc, we the undersigned offer to execute the Job Contract works in conformity with the said specifications and conditions of contract at the schedule rates quoted as under

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

We agree to abide by this bid for a period of 180 days from the date of opening of bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

**Signature of the bidder**

Date:

Name of bidder: .....

**Section XIII**  
**Annexure-2**

**Financial Bid - Schedule of Rates**

**{To be enclosed in a separate sealed envelope – “Financial Bid” (Second) Envelope}**

The rates should be quoted both in words & figures. In case of discrepancy, the rates quoted in words will be final. The rate quoted must be inclusive of all duties & taxes applicable, **excluding GST tax**. The specifications of the various items of work for which rates are to be quoted, are given in the tender document

For the tender for **Hiring of services of Motor Driver in the establishments of the Principal General Manger, Hyderabad Telecom District”**:

1. Name of tendering company/firm/agency: .....

2. Details of bid security (**Earnest Money Deposit**): Rs. ....

Crossed D.D./P.O. no. & date: ..... dated .....

Drawn on bank: .....

**8.1.3. Rates are to be quoted in accordance with the as on date of quoting, Minimum Wages Act, 1948, as applicable for skilled as described in S.O.190(E), dated 19-01-2017 daily wage workers notified by Ministry of Labour and Employment, Government of India of India No.173, dated 19-01-2017) and revised as per Lr.No. No.1/36(3)/2019-LS-II, dated 23-09-2019 -per month per worker basis.**

**Important Notes:**

- The rates quoted are inclusive of all statutory/taxation liabilities in force at the time of submission of bid, and exclusive of **GST**.
- The price quoted by the bidder shall generally remain fixed during the entire period of contract, except for limited variation only as specified in **Section IV Clause 8**.
- Please study carefully the NIT as well various clauses of the tender document before filling up Annexures 2 and 3 of section-XIII.

**Signature & stamp of the bidder:**

Name: .....

Date: .....

Place: .....

**Section XIII**  
**Annexure-3**

**Financial Bid – Rate Calculation**  
**{To be enclosed in a separate sealed envelope – “Financial Bid” (Second) Envelope}**

Sl. No.	Item	For skilled worker		
		Rate in Percentage	Amount in figures	Amount in words
1	Worker’s monthly wages	As per Minimum Wages Act of Ministry of Labour and Employment. Govt. of India, for semiskilled worker in accordance with Notification No. S.O.190(E), dated 19-01-2017 & revised as per Lr. No.1/36(3)/ 2019-LS-II, dated 23-09-2019.	@Rs.733/- per day for 30 days = Rs.21990/-	Rupees twenty one thousand nine hundred and ninety only
2	Employer’s EPF contribution - as percentage of {1}	@13% on Sl. No.1	=Rs.2859/-	Rupees two thousand eight hundred and fifty nine only
3	Employer’s ESI contribution - as percentage of {1}	@4.75% on Sl. No.1	=Rs.1044/-	Rupees one thousand and forty four only
4	Subtotal = {1} + {2} + {3}	(NA)	Rs.25893/-	Rupees twenty five thousand eight hundred and ninety three only
5	Company/Firm/Agency’s service charge over and above the minimum wages - as percentage of {1} (Includes all other statutory payments to be made under statutory Laws and Acts etc. )	To be quoted by bidder in percentage <b>1. In figures</b> _____ % <b>2. In words</b> _____ %	= Rs.	
6	Total monthly wages to be paid= {4} + {5}	NA	= Rs.	

*In words: Rupees .....*

1. The rates quoted above are inclusive of all statutory/taxation liabilities in force at the time of submission of bid and exclusive of **GST**.
2. The price quoted by the bidder shall generally remain fixed during the entire period of contract, except for the limited variation only as specified in **Section IV Clause 8**.

**Signature & stamp of the bidder**

## PERFORMANCE SECURITY BOND

In consideration of Bharat Sanchar Nigam Ltd., Hyderabad Telecom District, Hyderabad (here in after called the BSNL, Hyderabad) having agreed to exercise

\_\_\_\_\_ (here in after called the said Service Provider(S) from the demand of security deposit / earnest money of Rs. \_\_\_\_\_ on production of Bank Guarantee for Rs. \_\_\_\_\_. For the due fulfillment by the said Service Providers of the terms & conditions to be contained in an Agreement in connection with the contract for supply of \_\_\_\_\_ we, \_\_\_\_\_ (name of the bank) \_\_\_\_\_ (here in after referred to as "the Bank") at the request of \_\_\_\_\_ Service Provider's do hereby undertake to pay to the BSNL, \_\_\_\_\_ an amount of not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL, \_\_\_\_\_ by reason of any breach by the said Service Provider's of any of the terms & conditions contained in the said agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL, \_\_\_\_\_ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the BSNL, \_\_\_\_\_ reason of breach by the said Service Provider's of any of the terms & conditions contained in the said agreement or by reason of the Service Providers failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL, \_\_\_\_\_ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We undertake to pay to the BSNL, \_\_\_\_\_ any money so demanded notwithstanding any disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s)/ supplier(s) shall have no claim against us for making such payment.
4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of 18 months from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the BSNL, \_\_\_\_\_ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL, \_\_\_\_\_ certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.
5. We (name of the bank) further agree with the BSNL, \_\_\_\_\_ that the BSNL, \_\_\_\_\_ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL, \_\_\_\_\_ against the said Service Provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service



Provider(s) or for any forbearance, and or any omission on the part of the BSNL, \_\_\_\_\_ or any indulgence by the BSNL, \_\_\_\_\_ to the said Service Provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s) / supplier(s)
7. This guarantee shall be irrevocable, and the obligations of the Bank herein shall not be conditional to any prior notice by BSNL Hyderabad.

Dated : \_\_\_\_\_

For \_\_\_\_\_

(Indicating the name of the bank)

N.B. This guarantee should be issued on Rs.100/- non-judicial stamped paper, stamped in accordance with the stamp act.

## APPENDIX-VIII

### E-tendering instructions to Bidders

#### 1. General

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Sec 4 Part A of the Tender Documents.

Submission of Bids only through online process is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL has decided to use the portal (<https://etenders.gov.in/e procure/app>) through NIC's (National Informatics Centre) Central Public Procurement Portal, Ministry of Communications & Information Technology, and Government of India.

Benefits to Suppliers are outlined on the Home-page of the portal.

#### Instructions

#### I. Tender Bidding Methodology:

Sealed Bid System – 'Single Stage - Two Envelopes'. (Financial & Technical bid shall be submitted at the same time)

##### II Broad outline of activities from Bidders Perspective:

1. (a) Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhra CA / GNFC / IDRBT / MTNL Trust line / Safe Script / TCS / ACE Technologies etc.
  - (a) "Declaration of UAM (Udyog Adhar Memorandum Number) by MSE bidders on CPPP is mandatory. If the MSME bidders who fail to submit UAM number on CPPP portal, shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs order, 2012 issued by MSME".
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, Work order details etc. under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7. The BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF / XLS / RAR / DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.

11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, **the bidder has to click on the Freeze Bid Button, to ensure that he / she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete / Invalid bids and are not considered for evaluation purposes.**
15. In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the e-procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.

25. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
26. Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below: -

**27. Bid related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on CPPP. Broad outline of submissions are as follows:

- Submission of Bid Security / Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Technical Bid & Financial Bid (Excel Sheets).
- Tender Documents / Addendum / Addenda
- Two Envelopes
  - Techno-commercial -Part
  - Financial-Part

Each of the above electronic envelopes consists of Main bid and Electronic form (both mandatory) and bid Annexure (Optional).

**NOTE:** Bidder must ensure that after following above the status of bid submission must become – “Complete”.

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files / folder from client end PC system cannot be monitored by e-tender software/server and will be bidder’s responsibility only.

In case the files are non-extractable or illegible otherwise, then the bidder’s authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

**28. Offline Submissions:**

The Bidder is requested to submit the following documents offline to, AGM(ADMIN) O/o PGM HTD on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (the project name), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

1. EMD-Bid Security (Original copy).
2. DD / Bankers cheque for Tender Fee drawn in favour of AO(Cash), Main O/o PGM HTD
3. Power of attorney if applicable
4. In case MSME bidders, Valid MSME certificate to be submitted.

Note: The Bidder has to upload the Scanned copy of all above said original documents as Bid-Annexure during Online Bid-Submission also.

29. In case the files are non-extractable or illegible otherwise, then the bidder’s authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

### 30. Special Note on Security of Bids

I. Security related functionality has been rigorously implemented in CPPP in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below: As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in CPPP is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

II. Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server / portal.

### III. Online Tender Opening Event (TOE) and Advantages:

The bidders will be able to see the status of the tenders for which they have submitted quotes in different stages and would also be informed of the status by E-Mail.

Bidders will be able to view all the Technical bids for a particular tender on completion of Process-I (uploading Technical Evaluation summary in the portal). Similarly, Financial Bids can be viewed on completion of Process-II (uploading of Financial Evaluation Summary in the portal).

For the bidders who have registered themselves on the website through the "Stay Updated" option, information of all the tenders for which they are interested to participate will be sent by E-Mail

### Help Desk Nos of CPP Portal:

24x7 Toll Free Telephone No. 1800 3070 2232 Mob: 07878007972 / 73

Email ID: [cphp-nic@nic.in](mailto:cphp-nic@nic.in) (Please Mark CC: [support-nic@ncode.in](mailto:support-nic@ncode.in))

BSNL Contact-1	
BSNL's Contact Person	AGM(Admin)
Telephone/ Mobile	9490191444
E-mail ID	<a href="mailto:sdewelfarehtd@gmail.com">sdewelfarehtd@gmail.com</a>
BSNL Contact-2	
BSNL's Contact Person	SDE(Vehicles)
Telephone/ Mobile	9490000243
E-mail ID	<a href="mailto:sdewelfarehtd@gmail.com">sdewelfarehtd@gmail.com</a>

**Note 1:** In case of internet related problem at bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

**Note 2:** MSE bidders should declare their UAM No. (Udyog Aadhar Memorandum Number) on Central Public Procurement Portal (CPPP) failing which such bidders will not be able to enjoy the benefits available to MSEs as contained in Public Procurement Policy for MSEs order 2012 issued by MSME.

**Note 3:** Bidder must ensure that after following above the status of bid submission must become – "Complete".

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files / folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence. If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

#### IV. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.etenders.gov.in>), and check on "Help for Contractors" and "the Bidders Manual Kit". The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal.

**Important Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP.

The following '**FOUR KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on CPPP.
2. Register your organization on CPPP well in advance of your first tender submission deadline on CPPP
3. Get your organization's concerned executives trained on CPPP well in advance of your first tender submission deadline on CPPP
4. Submit your bids well in advance of tender submission deadline on CPPP (There could be last minute problems due to Internet time out, break down, etc.) While the first three instructions mentioned above are especially relevant to first- time users of CPPP, the fourth instruction relevant at all times.

**Note:** While the first three instructions mentioned above are especially relevant to first-time users of the **CPP-Portal**, the fourth instruction is relevant at all times.

## V. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- 2 Mbps Broadband connectivity with UPS.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s) for users

## VI. PRICE SCHEDULE / BOQ:

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

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1. Download price schedule / BOQ Section-IX Part B (for Indigenous Item) in XLS format.
2. Fill rates in down loaded price schedule / BOQ as specified in XLS format only in white background cells. Don't fill in grey background cells.
3. BOQ Section - IX Part B file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
4. Save filled copy of downloaded Consolidated sheet / BOQ, price schedule / BOQ file, in your computer and remember its name & location for uploading correct file (duly filled in) when required.