



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

CHENNAI
TELEPHONES

E-Tender No: AGM/FBR/P&AC/BLDG/HK/2018-19/01 DT 22.06.2018.

BID DOCUMENT

(TWO BID SYSTEM)

E-Tender for HOUSE KEEPING SERVICES

AT

FLOWER BAZAAR TELECOM COMPLEX

OF

NORTH EAST AREA

Last date of Submission of Bid : 11.07.2018 Upto 11.00 hrs
Time of Bid opening : 11.07.2018 @ 11.30 hrs.

O/o The Assistant General Manager (NWO-P&AC) FBR
BSNL, Chennai Telephones
Flower Bazaar Telecom Complex
N.S.C.Bose Road, Chennai-1.

Ph : 044-25362552

Total Pages: 34

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CHENNAI TELEPHONES

Section I

NOTICE INVITING TENDER

E-Tender No. AGM/FBR/P&AC/BLDG/HK/2018-19/01 DATED 22.06.2018

Digitally Sealed tenders are invited on behalf of Sr. G.M(NWO–North), from the reputed agencies for “HOUSE KEEPING SERVICES” for offices/exchange premises/toilets/all Technical areas like Power rooms, Battery rooms and Switch rooms at Flower Bazaar Telecom Complex Chennai – 600001. This tender is being conducted thorough E-Procurement Portal : <https://www.tenderwizard.com/BSNL>

For further information kindly visit our website: www.chennai.bsnl.co.in and follow the “Link for E-Tenders by Chennai Telephones”

BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
CHENNAI TELEPHONES

Section II
TENDER NOTICE

On behalf of BSNL, Sealed Tenders are invited by Sr. General Manager(North), BSNL, Chennai Telephones, N.S.C. Bose Road, Flower Bazaar Telecom Complex, Chennai-600001 from reputed agencies for "HOUSE KEEPING SERVICES" for offices/exchange premises/toilets/all Technical areas like Power rooms, Battery rooms and Switch rooms at Flower Bazaar Telecom Complex Chennai-1.

The details of Terms & Conditions are given in Annexure-I. Technical Specifications are given in Annexure-II. Firms interested in taking up the Part time House Keeping works at Flower Bazaar Telecom Complex may inspect the place of work any time between 14.00 hrs to 17.00 hrs on all working days. They may send their offer (Monthly charges payable) in Proforma-II. The Tender offer should be accompanied by refundable EMD for Rs. **74000/-** (Rupees seventy four thousand only) in the form of the crossed Demand Draft from any of the Nationalized Bank, drawn in favour of BSNL, Chennai Telephones, payable at Chennai. The estimated Basic Tender Value per annum for this HK Contract amounts to Rs. **3671000/-** (Rupees Thirty six Lakhs seventy one Thousand only).

The Tender offer is to be submitted as detailed below:-

1. Filled and signed Proforma -I, E M D, and signed copy of Terms & Conditions in one sealed cover with superscription as "Technical & Commercial Evaluation Bid".
2. Filled and signed Proforma-II in another sealed cover with superscription as "PRICE BID".

The above two Sealed Covers are to be put together in the third cover and sealed and super scribed as "TENDER FOR HOUSE KEEPING SERVICES AT FLOWER BAZAAR TELECOM COMPLEX".

The Tender Schedule along with terms and conditions shall be downloaded from our website www.chennai.bsnl.co.in or through E-Procurement Portal: <https://www.tenderwizard.com/BSNL> However, at the time of submission of bids, the cost of tender document Rs.590/- should be paid in the form of crossed demand draft drawn on any Nationalized / Scheduled Bank in favour of BSNL, CHENNAI TELEPHONES . Cost of the document is neither transferable nor refundable. The cost of the Tender document can also be paid through cash counter available at the O/o. ACCOUNTS OFFICER (Cash) NBA, BSNL Chennai Telephones, 2nd Floor, CTX building, FBR TE Complex, NSC Bose Road, Chennai -600 001 on written request and a paid cash receipt (A-Receipt) in original shall be enclosed

Sealed Tenders complete in all respects and superscribed as "HOUSE KEEPING SERVICES AT FLOWER BAZAAR TELECOM COMPLEX" should be addressed to ASSISTANT GENERAL MANAGER (NWO-P&AC) FBR, BSNL, CHENNAI TELEPHONES, 2nd FLOOR, CTX BUILDING, FLOWER BAZAAR TELECOM COMPLEX, N.S.C. BOSE ROAD, CHENNAI-600001 along with a Crossed Demand Draft for Rs. **74000/-** (Rupees seventy four thousand only) drawn on any Nationalized/Scheduled Bank in favour of BSNL, CHENNAI TELEPHONES towards EMD will be received up to 11.00 hrs on 11.07.2018 at O/o AGM (B&S), 2nd floor, CTX Bldg, FBR TE Complex.

The Sr. General Manager (North) reserves the right to accept or reject all or any of the Tenders without assigning any reason thereof. Incomplete Tenders and Tenders received after the due Date/Time will not be entertained. Tenders will be opened in the presence of the tenderers or their authorized representatives.

- | | |
|--|-------------------------------|
| 1. Last date and time of issue of Tender Forms | : 10.07.2018 up to 16.00 hrs. |
| 2. Last date and time of receipt of sealed Tenders | : 11.07.2018 up to 11.00 hrs. |
| 3. Date and time of opening of Tender Bids | : 11.07.2018 up to 11.30 hrs. |

ASSISTANT GENERAL MANAGER (NWO-P&AC) FBR
BSNL, CHENNAI TELEPHONES

Section III

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in the tender Documents.

Submission of Bids 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, CHTD has decided to use the portal (<https://www.tenderwizard.com/BSNL>) through ITI, a Government of India Undertaking. Benefits to Suppliers are outlined on the Home-page of the portal.

1. Tender Bidding Methodology: **Sealed Bid System – Two Stage – Using Two Envelopes'**, Followed by 'e-Reverse Auction' (if required by Business Unit / Planning cell) after opening of the Financial bids. In case of two envelope system Qualifying and Financial bids shall be submitted by the bidder at the same time.
2. Broad outline of activities from Bidders prospective:
 1. Procure a Digital Signing Certificate (DSC)
 2. Register on Electronic Tendering System® (ETS) of <https://www.tenderwizard.com/BSNL>
 3. Create Users and assign roles on ETS
 4. View Notice Inviting Tender (NIT) on ETS
 5. Download Official Copy of Tender Documents from ETS
 6. Clarification to Tender Documents on ETS
 - Query to BSNL (Optional) receives not later than 7 days prior to the date for the opening of the bids
 - View response to queries posted by BSNL
 7. Bid-Submission on ETS
 8. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Technical-Part
 9. Post-TOE Clarification on ETS (Optional) – Respond to BSNL's Post-TOE queries.
 10. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of Financial-Part (Only for Technical Responsive Bidders)

For participating in this e-tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

3. Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration and Training

To use the Electronic Tender® portal (<https://www.tenderwizard.com/BSNL>) vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee, please contact Tender wizard Helpdesk (as given below), to get your registration accepted/activated.

ITI's Helpdesk

Telephone/ Mobile – 9894191904 / 9941947400

[between 9:30 hrs to 18:00 hrs on working days]

E-mail ID - bsnlthelpdesk@gmail.com, twhelpdesk679@gmail.com, twhelpdesk438@gmail.com

BSNL's Contact Person-1, AGM(FBR P&AC), Phone Number - 044-25392222

Email id: - agmne123@gmail.com [from 22.06.2018 - 10.00 hrs to 10.07.2018 16.00 hrs on working days]

BSNL's Contact Person-2, SDE Bldg & Security, Telephone no. 044- 25342040

[from 22.06.2018 - 10.00 hrs to 10.07.2018 16.00 hrs on working days]

Signature of the Tenderer with seal & date

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5. Some Bidding related Information for this Tender (Sealed Bid)

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

- Submission of Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents / Addendum
- Two Electronic Envelopes containing

1. Qualifying (Technical & Commercial Evaluation Bid) BID for “HOUSE KEEPING SERVICES” for offices/exchange premises/toilets/all Technical areas like Power rooms, Battery rooms and Switch rooms at Flower Bazaar Telecom Complex Chennai-1
2. Financial Bid (Price Bid) for “HOUSE KEEPING SERVICES” for offices/exchange premises/toilets/all Technical areas like Power rooms, Battery rooms and Switch rooms at Flower Bazaar Telecom Complex Chennai-1

6. Offline Submissions:

The bidder is requested to submit the following documents one original set of Eligibility bid, Qualifying and financial bids in separate covers offline to

ASSISTANT GENERAL MANAGER (NWO-P&AC) FBR, BSNL, CHENNAI TELEPHONES, 2nd FLOOR, CTX BUILDING, FLOWER BAZAAR TELECOM COMPLEX, N.S.C. BOSE ROAD, CHENNAI-600001, on or before the date & time of submission of bids specified in this tender document, in a Sealed Envelope. The envelope shall bear (Name of the Work), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time) as mentioned in the Tender Notice.

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

7. Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects 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 multiword sentence with spaces between words (eg. 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-tender in systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS 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. 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 Officer may authorise 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.

8. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. 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. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorised are requested to carry a Laptop and Wireless Connectivity to Internet. Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’ has been implemented on ETS. As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in

the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

9. Important Note:

In case of internet related problem at a bidder's end, especially during 'critical events' such as a short period before bid-submission deadline, 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).

10. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.tenderwizard.com/BSNL>), and go to the User-Guidance Center. The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

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 ETS.

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 ETS
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. Submit your bids well in advance of tender submission deadline on ETS (At least one day before the deadline) (There could be last minute problems due to internet timeout, breakdown, etc).

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

11. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP–Service pack-III)
- Broadband connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)

Section IV

INSTRUCTIONS TO THE TENDERER FOR SUBMITTING THE TENDER FORM

1.TENDER ADDRESS:

Tender should be addressed to:

ASSISTANT GENERAL MANAGER (NWO-P&AC) FBR,
FLOWER BAZAAR TELEPHONE EXCHANGE,
2ND Floor Old Telephone House,
BSNL, CHENNAI TELEPHONES,
N.S.C BOSE ROAD,
CHENNAI-600 001.

2.LAST DATE FOR SUBMISSION OF TENDER:

The Tender letter should be sealed and should reach the above mentioned address on or before 11.00 HRS of 11.07.2018.

The sealed envelope containing the tender should be superscribed as "TENDER FOR HOUSE KEEPING SERVICES AT FLOWER BAZAAR TELECOM COMPLEX". Tender will be opened at 11.30 hrs on 11.07.2018 at the above address in presence of available tenderers or their representatives.

3.Before sending the tender cover the following points should be checked and their compliance with tender conditions ensured:

- 1.EMD Amount.
- 2.Superscription on the cover.
- 3.The copies of latest IT Returns for the last two years and PAN details.
- 4.Signed copies of Terms & Conditions(All pages).
- 5.Experience Certificate with proof for two (2) years during the previous five years in carrying out similar jobs.
- 6.Original Power of Attorney in case any person other than the tenderer himself has signed the tender.
- 7.Security Deposit Declaration / Caution Deposit declaration(in case of waiver of security Deposit)
8. Non relation certificate.
- 9.Company Registration Certificate/ESI,EPF certificates issued by the respective competent authorities.
- 10.A copy of Licence obtained from O/o Central Labour Commission for engaging labourers specifically for House keeping.
10. Service Tax Registration certificate & GST number

Other wise the tender is liable to be rejected

Section V

4. INSTRUCTIONS FOR SUBMITTING THE SEALED COVER:-

a) Technical & Commercial Evaluation bid (Proforma I) is to be filled up, signed and put in a wax sealed cover along with EMD and a signed copy of Terms and Conditions. This cover should be super scribed as "Technical & Commercial Evaluation Bid".

b) Price Bid (Proforma II) is to be filled up, signed and put in another cover and wax sealed separately. This cover should be super scribed as "PRICE BID".

c) The above two sealed covers are to be put together in the third cover and wax sealed with superscription on the cover as "TENDER FOR HOUSE KEEPING SERVICES AT FLOWER BAZAAR TELECOM COMPLEX 2018"

d) EVALUATION CLAUSE:

Only the firms which qualify in Technical & Commercial evaluation bid will be considered for price bid opening. The work will be awarded based on the service charges quoted only

e) The tenderer should submit the documents physically and also should apply in e-tender. Otherwise the bid will be categorically rejected .

Section VI

ANNEXURE –I

TERMS AND CONDITIONS

A)NATURE OF WORK:

The House Keeping Contract work at FBR TE Complex is part time in nature i.e. from 08300hrs to 1230 hrs and the scope and terms and conditions of this HK Contract is given in Annexure- II.

B)CONDITIONS OF PART TIME HOUSE KEEPING CONTRACT:

1.The contract shall be for a period of one year from the date of award of work. The contract period can be extended on mutual consent for further period not exceeding six months at same terms and conditions at the prevailing minimum wages rate at that time as per orders issued by government of India.

2.The contract may be terminated earlier by the DGM (NWO-NE)for administrative reasons, by giving one month's clear notice in writing, without the forfeiture of Security / Caution Deposit. It may also be terminated by the tenderer on submission of 3 months clear notice after serving for a period of minimum 6 months in which case the Security deposit/Caution Deposit stands forfeited.

3.DGM(NWO-NE)reserves the right to terminate the agreement at any point of time in case of unsatisfactory performance, in which case the Security Deposit/ Caution Deposit stands forfeited. The decision of DGM(NWO-NE)shall be final and binding in this regard.

4.The prospective bidders are advised to make a detailed survey of the stations /offices, so that the rates may be quoted taking all factors into consideration. Any clarification on the details of the work can be obtained from the AGM(NWO-P&AC)/Sub Divisional Engineer (B&S),FBR on all working days, between 10:00 hours and 17:00 hours up to 3 days prior to the date of opening of the tender. The Tenderer has to strictly ensure best service for the maintenance of Station office.

5. The Tenderer shall at all times, hold the BSNL harmless and indemnify against all claims, cost, charges and expenses for which the BSNL/Government may be held liable or may incur or pay on account of the negligence or misconduct of the Tenderer or his attendants.

6.The responsibility for the safety of HK work force engaged by the tenderer, shall be entirely of the tenderer only.

7. Authority will not reimburse any charges or compensate for the loss of the material or the injuries suffered by the HK work force engaged by the approved tenderer for house keeping works during the period of agreement.

8. The tenderer shall be responsible for the loss of any items and compensate in full the loss sustained on account of damage/loss of material of BSNL during discharge of House Keeping activities.

9. Bharat Sanchar Nigam Limited will not be responsible for any injury or loss of life occurring to the HK work force engaged by the tenderer while carrying out their duties. The Tenderer should make insurance to the life of their HK work force and is solely responsible for damages/injuries or deaths caused to the HK work force engaged by the tenderer due to any reason during the execution of their work. Also the tenderer shall adhere to all regulations in respect thereof, such as reporting to proper and appropriate authorities about the accidents & treatment of the injured etc.

10. DGM (NWO-NE) shall in no case be liable or responsible for the payment of compensation under any Act in respect of Tenderer's workers and also to third parties. Every worker engaged by the tenderer shall be deemed to be the Tenderer's workers and no such worker shall have any claim or right whatsoever against BSNL.

11. The Tenderer shall comply with all statutory obligations both under the Central and State Government Acts from time to time.

12. The tenderer shall make arrangement for cleanliness of all the areas as specified in Annexure II on all the week days.

13. The tenderer shall ensure that cleanliness is maintained all the time at all the places as specified in Annexure II. The Tenderer shall arrange to carry out cleaning and sanitation works, keeping the following points in mind.

The cleaned area should become totally dust free, neat and tidy giving a sparkling look. No bad odour should emanate from any part of the area. The cleaning should not spoil the natural shine and look of the furniture or any other materials. The House keeping activities should not cause any disturbance to the activities of the Office work environment. The garbage should be neatly picked up and properly disposed in the dustbins constructed at proper places or at any other place/places specified by the Authority.

14.The Tenderer will be responsible for the compliance of statutory provisions of various enactments that are applicable to them.

15.The tenderer will submit required copies of bank challans and Annual statements of Provident Fund in the prescribed form for the remittance made @13.15% and ESI @ 4.75% for the labours deployed at office. The payment of the employer share of EPF and ESI for the labour engaged by contractor shall be the sole responsibility of the tenderer and the details must be furnished on demand by BSNL.

16.The tenderer will most particularly be held responsible to pay minimum wages every month to their workers deployed throughout the tenure of this agreement in accordance with the government orders issued from time to time.

17.The bidder shall not engage any subcontracts for the works awarded under this contract.

18.BSNL employees or their near relatives are not eligible to participate in the Tender. The near relatives for this purpose is defined as

a.Members of Hindu undivided family.

b.They are husband and wife, the one is related to another in the manner as father father-in-law, daughter-in-law, son-in-law, son, brother-in-law, brother, brothers' wife, sister-in-law.

The Tenderer should give a certificate that none of his / her near relative is working in the units for which the tender is called for.

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

C)General Instructions:-

1. The Housekeeping work should commence by 0800 hrs immediately on getting the cleaning materials. The HK workforce engaged by the contractor are supposed to leave the FBR TE Complex on completion of their assigned work by the Contractor. Any violation of this clause by any HK Staff will lead to removal of that HK staff by the Contractor.
2. All the open areas and corridors should positively be cleaned first and subsequently all the other rooms shall be cleaned. Cleaning of toilets is to be carried out twice daily before 10.00 Hrs & at 12.15 hrs strictly. At times sweeping & mopping may have to be carried out by shifting the side lockers, tables, etc.
3. Housekeeping supervisor should be available along with his staff for extracting housekeeping work from their workers.
4. For mopping of floors, suitable cleaning agent (floor cleaner) having good fragrance should be used. Acknowledgement should be obtained from concerned floor in charge or the person nominated by concerned authorities for daily Housekeeping work carried out by concerned agency.
6. Cleaning of ceilings and the walls and removal of cobwebs from all places in all the buildings should be done as & when required.
7. Cleaning of doors, staircase railings, windows, glass panes etc. of all rooms on all floors should be done weekly once or as and when requisitioned by concerned authority on important occasions such as VIP visits etc.
8. The contractor on his/her own cost shall issue neat & clean uniform to the HK staff similar to the uniform issued to the HK staff of Corporation of Chennai.
9. The HK staff deployed by the contractor shall be polite, well behaved and courteous to the BSNL staff and shall not indulge in any type of activities like groupism, quarrelling and union activities.
10. The HK staff deployed by the contractor shall not use any room for their personal use while on duty. Any breach of this clause may lead to removal of personnel breaching the clause and repeated breach may lead to termination of HK Contract.
11. If any member of the staff deployed by the contractor is found unsuitable or unacceptable for the work by BSNL authorities, the contractor shall have to withdraw him within 24 hrs.
12. The contractor shall not change his staff at random. This should be done with prior intimation to the concerned authorities of the site.
13. The contractor shall have to prepare weekly meetings with his representatives with AGM(NWO-P&AC), FBR & implement the accepted suggestions.

14.The timing and frequency for cleaning and sanitation work is tentative and can be changed as per administrative needs by concerned authority with mutual consent.

15.The garbage collected during cleaning should always be thrown in the dust-bins provided for this purpose or at any other place specified by concerned authorities from time to time and from there to a place where from Municipality identified dust collecting points on regular basis.

16.The tenderer shall coordinate with the civic authorities so that garbage is removed from the dustbins regularly daily.

17.Apart from the internal cleaning, the open area around the building will have to be cleaned daily.

18.On receipt of any complaint concerning any activity of the agreement either on telephone or in writing from the concerned authorities, it should be attended within an hour by the tenderer and the disposal of the complaint should be done by the approved tenderer by suitably responding immediately.

19.The HK Contract staff are supposed to perform their work satisfactorily and remain in their place till completion of their work.

20.The Tenderer shall prepare/maintain a Logbook/diary /report book and should get it signed daily by the floor incharge and to be shown to SDE(B&S),FBR.

21.The sweeping & mopping of switch rooms /Power rooms & Battery rooms and other technical areas will continue to be carried out in the presence of the staff of respective exchange units.

D)WORK RELATED CONDITIONS:

1. The contractors who do exclusively House keeping services only need apply. The contractors who have registered with Labour Commission Office alone will be considered.

2. The contractors should ensure that the persons so deployed by the tenderer are only on contract basis and shall not have any claim whatsoever for regularization/appointment in BSNL and that their engagement is the sole responsibility of the contractor and BSNL has nothing to do with their engagement.

3. The Contractor should provide sufficient number of workforce to cater to the requirement of the HK work mentioned in Annx - II and the workers employed by the tenderer shall be polite, well behaved and respectable to the Officers, employees and other organizations.

4.In order to ensure efficient House keeping as per the schedule, the Tenderer is required to deploy supervisor to monitor and oversee the house keeping works every day through out the year.

5.The workers deployed by the tenderer shall have good character and record. They should also be free from communicable diseases.

6.The approved tenderer shall in no circumstances sublet the work to another tenderer. The tenderer will be responsible for all the Central and State Government's statutory obligations of labour laws such as Payment of minimum wages, ESI, Provident Fund etc.

7.The Authority will not be responsible for any violation of labour laws by the tenderer. The tenderer shall maintain appropriate &

relevant records regarding statutory obligations of labour laws and produce the same on demand.

NOTE: The Supervisor stationed at Flower Bazaar Telecom Building should get in touch with Officer-in-charge of this building for receiving instructions from time to time.

E) PAYMENT TO LABOURERS:

1. The tenderer should make the monthly payments to the labourers engaged by the contractor on or before 7th of every month by depositing the wages in the Bank Account of the labourers. In all such cases the deposit slip for the bank credit should be enclosed with the bill. Monthly payments should be made by the contractor to the labourers irrespective of the delay if any in payment of bills by BSNL.

2.a). The wages will be at the prevailing minimum rates of wages for the area concerned for unskilled workers as fixed by Ministry of Labour and Employment or the corresponding rates as fixed by the State Government whichever is higher. The minimum rate of wages fixed for **unskilled labour** as fixed and communicated by the Deputy Chief Labour Commissioner (Central), Shastri Bhavan, Chennai-600 006 from time to time shall be applied for wages and have to be paid to the contract labourers

2.b) The contractor shall comply with all the statutory provisions/obligations contemplated under the labour laws like **payment of EPF, ESI, Bonus, Minimum Wages etc.**, The engagement and employment of persons and payment of wages to them as per existing provisions of various labour laws and regulations are the sole responsibility of the contractor and any breach of such laws or regulations shall be taken as breach of this contract. BSNL will not make any payment towards BONUS.

2.c) Paid challan copy of EPF/ESI should be attached with the bill in excel sheet for individual labour.

2.d) All payments of salaries, leave, EPF, ESI Contribution for the labourers engaged by the contractor, for the execution of the Tender work and all other liabilities imposed by the Contract Labour (R & A) Act 1970, EPF Act 1958, ESI Act 1948, Workmen Compensation Act 1923, Bonus Act, 1965, Minimum Wages Act and all other Acts and Statutory applicable from time to time, will be the sole responsibility of the contractor.

3. All conditions relating to & specified in the Contract Labour (Regulation & Abolition) Act, 1970 including wages & payment of wages, Welfare & Health of Contract Labourers, Labour records (Register for workers, Wage Register etc), Licensing of Contractor, Penalties & Procedures, Miscellaneous items etc shall be strictly adhered to by the contractor.

4. The contractor shall take out the ESI, EPF etc as required by law & undertake to indemnify & keep indemnified the BSNL from & against all manners of claims and demands & losses and damages & cost charges and expenses that may arise in regard the same or that the BSNL may suffer or incur with respect to and/or incidental to the same.

5. The contractor shall have to furnish originals and/or attested copies as required by BSNL of the policies of insurance taken, certificates/receipts of the ESI, EPF, Service tax paid within 15 days of being called upon to do so together with all premium receipts & other papers related thereto which BSNL may require for verification to ensure & enforce adherence of ESI, EPF rules by the contractor.

6. The Contractor is governed by the Workman's Compensation Act in case of any claim by the workers engaged by him/her/firm. The

Contractor shall indemnify the BSNL of all claims made by the workers of contractor.

F) EARNEST MONEY DEPOSIT:

The EMD amount Rs.74000 /- shall be paid in the form of crossed Demand Draft from any Nationalized Bank payable at Chennai and drawn in favour of BSNL, Chennai Telephones. The EMD shall be enclosed with Proforma I (Section XI) at the time of submission of tenders.

G1) SECURITY DEPOSIT:

Security Deposit equal to 10% of the total annual value of tender which shall be decided at the time of award of tender is payable as a guarantee for the proper performance and as a guarantee for the HK staff payment in case of failure in giving timely payment to the labourers & for the satisfactory services by the contractor. The successful Tenderer shall pay the Security Deposit in the form of crossed DD or in the form of Bank guarantee from any Nationalized Bank, payable at Chennai, in favour of BSNL, Chennai Telephones valid for a period covering the contract period plus 6 months. The successful Tenderer has to remit Security Deposit without exception.

G2) CAUTION DEPOSIT(In case of waiver of Security Deposit)to meet the contingency of nonpayment to the labourers by the contractor:

The successful Tenderer shall pay an amount equal to the security deposit as said under Clause (G1)of this tender under page no 16/33 towards caution deposit in the form bank guarantee for a period of 18 months or a crossed DD in favour of BSNL, Chennai Telephones from any Nationalized Bank, payable at Chennai in order to meet the contingencies like non payment to the labourers by the contractor in time. This is applicable only in case of any waiver or relaxation or exemptions of Security Deposit due to any valid reasons like government notifications etc.

Declaration for the usage of Security and Caution Deposit:

The contractor shall submit a self declaration in a separate sheet (the format given below)authorizing the BSNL authorities to make use of the Security Deposit / Caution deposit amount to meet the contingencies as said in the above clause G1&G2. In case of any such situation in the usage of these deposit amount for payment to the labourers by BSNL,the contractor shall recoup the Security and Caution deposit amount to BSNL immediately in the form of crossed DD from any Nationalised Bank, payable at Chennai. Failure to do this is liable termination of contract in addition to penal and legal proceedings.

G3) Service Charges The service charge quoted should be inclusive of the administrative expenditure, maintenance expenditure and bonus is the sole responsibility of the bidder. BSNL will not incur the expenditure /liability for bonus

Caution Deposit/Security Deposit Declaration Format

"I/We hereby agree and authorize the BSNL authorities to make use of the Caution / Security deposit amount submitted by us to meet the contingencies like non payment to the HK contract labourers engaged by our firm or for our improper performance or for our unsatisfactory services. In case of any such situation in the usage of this Caution/Security deposit towards payment to the HK contract labourers engaged by us, I / We agree and accept to recoup the Security and Caution deposit amount immediately."

H) REPAYMENT OF EMD, SECURITY & CAUTION DEPOSIT:

The Security Deposit and Caution deposit is to be paid within the period stipulated in the letter of Acceptance. Earnest Money Deposit, Security & Caution Deposit amounts shall not carry any interest during the custody of Chennai Telephones. EMD will be paid to the unsuccessful Tenderer within 2 months after the acceptance of the Contract by the successful tenderer. EMD shall be adjusted against Security Deposit amount in the case of successful tenderer. Security & Caution Deposit if applicable will be returned to the successful tenderer within six months after successful completion of the contract including any warranty obligations under the contract.

I) FORFEITURE OF EMD AND SECURITY & CAUTION DEPOSIT:

(A) Forfeiture of Earnest Money Deposit:

Failure to remit Security Deposit or caution deposit as required in the Letter of Acceptance will result in the forfeiture of the Earnest Money Deposit paid by the successful tenderer.

(B) Forfeiture of Security & Caution Deposit:

Failure to perform the contract including warranty obligations to the entire satisfaction of Dy. General Manager (North East), Chennai Telephones and/or Non payment to the HK staff in time will result in the forfeiture of the Security and Caution Deposit paid by the successful tenderer. Forfeiture of Security & Caution Deposit is in addition to any other penal action the Dy. General Manager (North East) may choose to take against the successful tenderer to make good the losses suffered by Chennai Telephones due to poor performance of the contract by the successful contractor. The decision of the Dy. General Manager (North East) regarding the proper performance of the contract is final and binding on the contractor.

J) PENALTY FOR DELAY IN TAKING UP THE WORK:

Work has to be commenced as per time schedule mentioned in the work order. For the delayed commencing of work, a delay of every week or part thereof, an amount equivalent to 2% (Two Percent) of the contractor's claim made for execution, will be deducted from the amount payable in the settlement of the claim at the discretion of the Dy. General Manager (North East), Chennai Telephones who may waive the penalty, if deemed fit.

K) EXPERIENCE: The firm or individual shall possess an experience of minimum of two (2) years during the previous five years in carrying out similar jobs.

L) JOB SCOPE: The part time House Keeping Work of Flower Bazaar Telecom Complex as per the specifications in Annexure-II.

M) ENTERING INTO AGREEMENT: The successful tenderer shall enter into an agreement with the BSNL Administration within seven days of approval of the tender. Otherwise, the EMD amount shall be forfeited. The successful tenderer shall execute the work as per specification in Annexure-II.

N) SUPPLY OF MATERIALS:

Materials like brooms, cobweb sticks, Mops, brushes, duster cloths and scented phenyl, acid, urinal cakes, naphthalene balls, bleaching powder, cleaning powder etc., for cleaning has to be arranged and supplied by the Contractor on Daily/weekly basis and the Departmental Staff will monitor its usage.

O) TENDER VALUE (BASIC RATE OF THE TENDER):

The basic rate of this House Keeping tender **2018 for** the Part time Housekeeping work at Flower Bazaar TE Complex is **Rs.3424809/- per year which includes material costs and excludes contractor's service charges and GST** which is to be mentioned separately in relevant columns in the price bid(Proforma-II).The tenderer shall quote clearly the service charge In column D. Based on the service charge quoted only the bidder will be selected The service charge should include BONUS also.

P) PAYMENT OF BILLS:

Bills for the works executed shall be addressed to the AGM(NWO-P&AC), Flower Bazaar Telecom Building, BSNL, Chennai Telephones, Ch-01 and **submitted by the contractor before 25th of following month** in triplicate and duly pre-receipted along with the paid receipts of ESI, EPF, GST, work order copy and performance certificate from SDE(B&S)FBR. The attendance sheet, salary receipt & wages slip should be duly signed by the owner of the firm. Labour Charges, Material cost and prevailing applicable tax component should be mentioned separately. The bill should bear the TIN, PAN & Service tax numbers.

Bills will be settled after successful completion of work for each month by the Accounts Officer(PW-III), NBA, Chennai Telephones, Chennai-600 001,through Electronic mode (e-payment like ECS)only after deduction of applicable taxes as per the rules in force.

Work will be considered to be complete only if certified by the officer nominated by Deputy General Manager (NWO-NE) that work has been executed satisfactorily.

Q) REJECTION/ACCEPTANCE OF OFFER:

The Deputy General Manager (North East), Chennai Telephones reserves the right not to accept the lowest offer and to reject any or all offers received without assigning any reason. The Deputy General Manager (North East), Chennai Telephones, shall not be responsible for any loss or damage suffered by the Contractor as a result of cancellation of acceptance of work order or rejection of tender offer.

The Deputy General Manager (North East), Chennai Telephones reserves the right to cancel the Letter of Acceptance and the work order if the work executed fail to meet the specifications mentioned in Annexure-II, without prejudice to any other penal action he may choose to take against the contractor within the terms of this tender document. BSNL, Chennai Telephones or on their behalf any Officer shall not be held responsible for any loss or damage suffered by the contractor as a result of the cancellation of the Letter of Acceptance and work order.

Under the circumstances of rejection or cancellation of the successful bidder, the Deputy General Manager (North East), Chennai Telephones reserves the right to accept and award the HK contract to any one of the other bidders who got qualified in the bidding process not only based on the lowest offer but on the merit of other factors like quality, capability and experience.

R) ACCEPTANCE OF WORK: The successful tenderer shall execute the work according to the specification indicated in the Annexure-II. The Officer In-Charge of the Building or any other official nominated by the DGM (NE) will inspect the work and reserves the right to conduct any other Acceptance Test, as deemed fit by him, to test the correct execution of work.

S) ARBITRATION CLAUSE: Any case of dispute arising during the execution of the job entrusted will be settled by the Arbitrator who will be appointed by the Sr.G.M. (North).

T) ACCEPTANCE OF THE TERMS AND CONDITIONS: The firm should enclose a signed copy of the terms and conditions as a token of acceptance of the same.

U) BSNL employees are not eligible to participate in the Tender. The Tenderer should give a certificate that none of his / her near relative is working in the units for which the tender is called for.

The near relatives for this purpose is defined as

1. Members of Hindu undivided family.

2. They are husband and wife, the one is related to another in the manner as father, daughter-in-law, son-in-law, son, brother-in-law, brother, brothers' wife, sister-in-law.

Section VII
ANNEXURE – II
TECHNICAL SPECIFICATION

1. Place of Duty:-

- a) FBR Lateral Extension Building- All technical and non technical areas from ground floor to 4th floor and 6th floor plus ground floor to 6th floor common areas - 41613 sq.ft
- b) SPC TAX Building- Ground floor to 4th floor all technical and non technical areas plus 5th and 6th floor common areas-30,820sq.ft
- c) CTX Building - Ground floor + first floor & Amenity Block - Ground floor + 2nd to 4th floor)- 53423 sq.ft.
- d) CTX Building 2nd floor(15000sq.ft)+Amenity Building 1st floor(3804sq.ft)+Head quarters dining hall (1206 sq.ft)at 3rd floor of Amenity building - 20010 sq.ft
- e) Sump Room/Wet Riser Room/Amenity Block Sump Room/Drivers' Rest rooms/Gents' Rest rooms/ Customer Service Centre, Security Rooms/Cheque Deposit Machine room - 3225 sq.ft.
- f) Open areas surrounding the above said areas including all the Cycle/Car Sheds in the entire FBR TE Complex - 26,499 sq.ft.
- g) Periamet RSU -- one labour 2040 sq ft
- h) Secretariat RSU and High court CSC -- one labour 1150 sq ft

2. Area Covered:- All Offices, all Officers' Rooms, all rest rooms, verandhas, staircases, lift cars, lift machine rooms, open terraces of all the buildings, entire open area, garden area-Total-1,75,590 sq.ft.& newly occupied offices/officers of FBR External Offices - 2146 sq.ft and DE Cable (North), DE Duct (Coordination) from Devaraja Mudali street and AVT Building -4039 sq.ft, Shifting of office of DGM(NE) from wavoo mansion to FBR TE Complex and all Power rooms 14,090 sq.ft, all Switch rooms 22,695 sq.ft & all Battery rooms 4600 sq.ft = Total 2,23,160 Sq.ft - 25 labours and future accommodation of any offices or officer rooms in the existing places .

3. DETAILS OF THE TOILETS AVAILABLE IN THIS COMPLEX:

Sl.No.	ITEMS	LE Bldg.	TAX Bldg.	OTH Bldg.	AMNTY Bldg.	Total
1.	WCs	17	23	19+1+8	12+1	81
2.	URINALS	21	15	07	08	51
3.	WASH BASIN	18	27	29+13	16+7	110
4.	BATH ROOMS	-	-	0+1	1+2	04

(Total toilet rooms: ladies=25, Gents=21)

4.SCOPE OF WORK:

1. Cleaning the areas mentioned in Sl.no 1to3 of Annx-II by sweeping and moping of verandhas daily, moping of all other rooms twice weekly &clearing off the garbage twice daily.
2. Cleaning with scented phenyl the toilets, Urinals, Wash basins in the given areas twice daily. Cleaning work of ladies toilets shall be carried out exclusively by women workers only.
3. Dropping of Naphthalene balls and sanitary cubes in urinals and wash basins twice weekly after cleaning and washing.
4. Toilets should be washed with bleaching powder, cleaning solutions twice weekly.
5. Glazed tiles in the toilet rooms and granite stones wherever available, to be cleaned twice weekly with cleaning solutions.
6. Glass windows, doors, stair case handles, mirrors and venetian blends, Glasses and partition boards, wall mounting&pedestal fans etc. to be cleaned once in a week.
7. Cobwebs to be removed in all the floors, staircases, main risers, Toilets, verandhas twice monthly.
8. Unwanted vegetations in the open area to be removed.
9. Stagnant water if any is to be removed. Choking of drain to be cleared as and when reported.
10. Extra cleaning works like removal of materials etc.due to various administrative reasons are to be done as and when required.
11. Watering, trimming of plants kept in the pots in the yard and in different floors and trimming of trees inside the compound.
12. Removal of posters from the walls inside campus, compound walls etc.
13. Individual note book to all the HK staff to monitor the performance of HK work by SDE(B&S) should be maintained.

In general Open areas, Verandas, Lobby & Toilet etc., to be cleaned and Moping work get completed daily before 09.30 hrs.

5. Work on Sundays & National Holidays and under any special circumstances should be carried out as per the requirements if needed as per the opinion of Building in-charge or by his nominated official.

6. WORK FORCE:

- a) Sufficient HK personnel men & women on equal numbers including one supervisor to be deployed by the tenderer for monitoring the HK works. The HK work force should be physically & medically fit, strong enough and capable to carry out the HK related works assigned to them.

7. SECURITY:

- a) All the persons deployed in House Keeping Work in the building should be issued with the uniform similar to the uniform issued by Corporation of Chennai, identity cards bearing the name of firm and place of work by the Contractor at his/her own cost and the HK staff should always display Company ID Cards during working hours.
- b) All the Housekeeping staff should show their identity card issued by the successful tenderer to the security at the gate while entering the building and restrict their movements to the specified work area only.
- c) All the persons engaged in House Keeping Work by the Contractor shall ensure discipline inside FBR Campus.
- d) The workers should ensure that no damage is caused to the Departmental properties. The workers should not meddle with any equipments, Departmental files/registers etc.

8. PENALTIES:

- a) A penalty of Rs.500/- per day will be deducted if cleaning is not carried out as per scope of work and in case of non satisfactory performance.
- b) Bills should be submitted before 25th of following month. Submission of monthly bills beyond the stipulated date will invite 2% of bill amount as penalty for the delay up to one month and 5% for the delay beyond one month. Bills submitted after three months is liable for rejection and the claim will be forfeited.
- c) Non submission of monthly bills in time may result in delayed payments from BSNL. In such cases the contractor should ensure for the timely payment to the labourers for the subsequent preceeding months. Non payment to the HK staff in time is liable for legal actions as per the existing labour acts and also liable for forfeiture of Security and Caution deposit.
- d) The above penalties will be by way of deductions in monthly bill amount by AO(PW)NBA on the recommendations of AGM(P&AC)FBR. The decision of DGM(NWO-NE) will be final in the above matters.

I hereby accept the terms & conditions given in Annexure I&II.

Section VIII

Monthly Requirement cleaning materials list

1. Phenyl (Concentrated&Perfumed)	--	100 ltrs.
2. Soap oil	--	100 ltrs.
3. Acid	--	80 ltrs.
4. Nap.balls	--	15 Kg.
5. Urinal Cakes	--	90 Pkts.
6. Bleaching Powder	--	90 Kg.
7. Sabeena	--	90 Kg.
8. Mop refill	--	60 Nos.
9. Bombay Brooms sticks	--	55 Nos.
10. Coconut broom sticks	--	55 nos.
11. Checked cloth	--	04 doz.
12. Duster cloth	--	05 doz.
13. Toilet Brush	--	04 doz.
14. Glass cleaning soln.	--	10 litres.
15. Nylon brush for wash basin cleaning	--	05 doz.
16. Cob web removing brush	--	15 nos.

Note : Material bill has to be produced if insisted.

Section IX
UNDERTAKING

- (1) Have you obtained labour license? Yes or No
- (i) If yes, give license No. and enclose a copy
(ii) If no, do you agree to get the license as soon as the contract is agreed.
- (2) Are you employing child labour? Yes or No
- (3) Are you paying EPF/ESI contribution to your employees regularly? Yes or No
- (i) If yes, particulars under EPF/ESI may be furnished and enclose a copy.
(ii) If no, are you exempted from EPF/ESI as per provision of the EPF/ESI act.

Do you agree to pay the EPF/ESI contribution and submit the individual details for your employees regularly?

I declare that the above information is correct and I undertake to abide by all government labour laws in force.

Section X

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To

The Assistant General Manager (NWO-P&AC) FBR
BSNL, Chennai Telephones,
Flower Bazaar Telecom Complex
N.S.C. Bose Road, Chennai-600 001.

Subject :Authorization for attending bid opening on
----- (Date in the tender form)

Ref:AGM/FBR/P&AC/BLDG/HK/2016-17/1 dated 13.12.2016.

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 .

Order of Preference	Name	Specimen signature
I		
II		
Alternate Representative		

Signature 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 received.

Section XI

DETAILS TO BE FURNISHED BY THE TENDERER FOR
HOUSE KEEPING WORK AT FLOWER BAZAAR TELECOM BUILDING,
N.S.C BOSE ROAD BSNL, CHENNAI TELEPHONES, CHENNAI-600 001.

PROFORMA I: "TECHNICAL & COMMERCIAL BID"

1. Name of the Tender applicant :
2. (a) Permanent address of the Tender applicant :

(b) Contact address if varied from 2(a) :
3. Telephone no/Cell no :
4. Experience:(enclose copies) :
5. EMD Demand Draft particulars :
6. Registration particulars of the firm with
concerned Govt. authorities. : 1) ESI
ESI/EPF/License obtained from Labour Commn/ : 2) EPF
Service Tax Regn.Certificate & PAN No) 3) License from
(enclose relevant copies) Labour commission
4) Service Tax
7. Acknowledged Copies of latest IT Returns filed:
for the last two financial years
(enclose copies)
8. Type of Uniform supplied by the firm to the
Workers/supervisors with firm Name badge :

I hereby agree to abide by all the terms and conditions stipulated in the tender document.

Enclosures to be submitted along with the tender document:

- (i) Copy of terms and conditions given in Annexure I/II of the tender duly signed by the tenderer.
- (ii) List of materials to be used for cleaning.
- (iii) Undertaking/Letter of Authorisation.
- (iv) Company Registration certificate/ ESI,EPF licenses/ Service Tax registration / GST number issued by the competent authority.
- (v) EMD Demand Draft.
- (vi) Experience certificate for any two years during previous five years with proof.
- (vii) PAN No & copies of latest IT returns for the last two years.
- (viii) Original Power of Attorney in case any Person other than the tenderer himself has signed the tender.
- (ix) Non relation Certificate
- (x) Security & Caution Deposit Declaration .
- (xi) A copy of License obtained from O/o Central Labour Commission for engaging labourers specifically for House keeping.

Section XII

DETAILS TO BE FURNISHED BY THE TENDERER FOR
HOUSE KEEPING WORK AT FLOWER BAZAAR TELECOM BUILDING,
N.S.C BOSE ROAD, BSNL, CHENNAI TELEPHONES, CHENNAI-01.

PROFORMA II: " PRICE BID"

1. Name of the tender applicant:

2. Address of the tender applicant:

(a) Permanent Address:

(b) Contact Address:

3. Telephone no / Cell no:

4. The total amount to cover all the House Keeping needs as per the specification of works including all taxes and the break up is

Description of the work	Basic rate of tender per month in Rs (In Figures)	Material Cost	Service Charges of the contractor Per month Rs.(In Figures)	HK Charges per Month(exclusive of GST) = column B + column C + Cloumn D Rs.(In Figures)	GST 18% Rs.(In Figures) FOR (B+C+D)	Total value of HK Tender per month = column E+ column F Rs (in figures)
A	B	C	D	E	F	G
House Keeping Services at FBR TE Complex as detailed in Annexure I& II Schedule of HK tender 2018	Rs.226409/-	Rs10169.49/-				

Service charges per month (The service charge quoted should be inclusive of the administrative expenditure, maintenance expenditure and bonus is the sole responsibility of the bidder. BSNL will not incur the expenditure /liability for bonus) No of Labourers required 27(FBR-25, PMT-1, Sec+HC CSC -1)

In words: Rupees -----

-----only.

I hereby agree to abide by all the terms and conditions stipulated in the tender document.

Signature of the Tenderer with seal & date

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Section XIII

CAUTION DEPOSIT (In case of waiver of Security Deposit) to meet the contingency of nonpayment to the labourers by the contractor:

The successful Tenderer shall pay an amount equal to the security deposit towards caution deposit in the form of crossed DD in favour of BSNL, Chennai Telephones from any Nationalized Bank, payable at Chennai in order to meet the contingencies like non payment to the labourers by the contractor in time. This is applicable only in case of any waiver or relaxation or exemptions of Security Deposit due to any valid reasons like government notifications etc.

Caution Deposit/Security Deposit Declaration Format

"I/We hereby agree and authorize the BSNL authorities to make use of the Caution / Security deposit amount submitted by us to meet the contingencies like non payment to the HK contract labourers engaged by our firm or for our improper performance or for our unsatisfactory services. In case of any such situation in the usage of this Caution/Security deposit towards payment to the HK contract labourers engaged by us, I / We agree and accept to recoup the Security and Caution deposit amount immediately."

Section XIV

Appendix-1 to Section 4 Part A of Chapter 4 (Standard Tender Enquiry Document)

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	iii) Termination / Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work / complete work in hand.
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
	Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	(i) If detection of default is prior to award of APO	i) Rejection of Bid & ii) Forfeiture of EMD.
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of APO , ii) Rejection of Bid & iii) Forfeiture of EMD.
1(b) contd	(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	(iv) If detection of default after issue of PO/ WO	i) Termination / Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.

	<p>Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.</p>	
2	<p>If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers / Contractors.</p> <p>b) Obstructing / Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
3	<p>Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.</p>	<p>Forfeiture of EMD.</p>
4.1	<p>Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.</p>	<p>i) Termination of PO/ WO. ii) Under take purchase / work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
4.2	<p>Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.</p>	<p>i) Short Closure of PO / WO to the quantity already received by and/ or commissioned in BSNL and / or in pipeline provided the same is usable and / or the Vendor promises to make it usable. ii) Under take purchase / work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
5.1	<p>The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO / Contract.</p>	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills / PG / SD. OR ii) If the material is inducted in network & it is not possible to return it and / or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and / or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG / SD.</p>

5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills / PG / SD; OR</p> <p>ii) If the material is inducted in network & it is not possible to return it and / or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	<p>Submission of claims to BSNL against a contract</p> <p>(a) for amount already paid by BSNL .</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p> <p>c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p> <p>Note 5:- The claims may be submitted with or without collusion of BSNL Executive / employees.</p> <p>Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.</p>	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 10 of Section 5 Part A or by any other legal tenable manner.</p> <p>ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>
7	<p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL</p>	<p>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p>
	<p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p>	<p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
	<p>c) tampers with the billing related data/ invoicing/ account of the Customer/</p>	

	User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p>
8 contd		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, if the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment / material (or its part).</p> <p>v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and / or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a Committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.

	a) In spite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
10 contd		iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) in spite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business: (a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question. (b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2. (c) If the vendor/ supplier fails to submit required documents/ information, where required. (d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8: -In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.		