



**BHARAT SANCHAR NIGAM LIMITED
CHENNAI TELEPHONES**

BID DOCUMENT

e-TENDER FOR HOUSE KEEPING SERVICES FOR ALL OFFICE PREMISES/RSUS IN DGM(C) AREA OF BSNL CHENNAI TELEPHONES

e-TENDER No. DGM(C)/HK/2019-20 dated 01.05.2019

**PR. GENERAL MANAGER (NWO-CENTRAL)
BSNL CHENNAI TELEPHONES
10 - DAMS ROAD, ANNAROAD TELEPHONE EXCHANGE
CHENNAI – 600002.**

Certified that the tender contains 67 **Pages** only

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SECTION-I – Part –A
DETAILED NOTICE INVITING E-TENDER
TENDER No. DGM(C)/HK/2019-20 dated 01.05.2019

Digitally Sealed tenders are invited by the undersigned for and on behalf of PGM(C), BSNL, Chennai Telephones **from GST registered vendors the works/services contract** for “House Keeping services” for all office premises/RSUs, located at various places in the zone of DGM(C) in Central Area of Chennai Telephones **through E -tendering**. This e-Tender is being conducted through e-procurement Portal <https://www.tenderwizard.com/BSNL>. For further details, please refer the details given below in this e-tender document. Tender submitted without the cost of Tender document and Earnest Money deposit shall not be considered for tender bidding. Bid Security and Cost of e-tender document shall be drawn as DD from any of the Nationalized Bank in favour of BSNL, Chennai Telephones payable at Chennai.

The payment of Bid Security and Cost of e-tender document shall be exempted to NSIC/MSME registered bidders on production of requisite proof in respect of valid certification from NSIC/MSME for the tendered item/work.

1	Name of work	Works/Services Contract -“House Keeping” in the premises of all offices/RSU, located at various places in the zone of DGM(C) in central Area
2	Scope of Work * (* The area under Housekeeping can be increased or decreased at the discretion of BSNL)	Total no. of locations : 16 (Sixteen) Total entire office Area 66,581 Sq.feet. Total mopping Area 15,398 Sq.feet. No. of Toilets 55 nos. No. of Urinals/ Wash basins 83 nos.
3	Office of issue	Dy. GENERAL MANAGER (NWO-C) BSNL CHENNAI TELEPHONES
4	Contact information	Tel: 044-28591227, Fax : 044-28552981
5	Cost of Tender form (The copy of the receipt/DD as proof shall be uploaded on line at https://www.tenderwizard.com/BSNL)	Rs.590/= inclusive of 18% GST.
6	Earnest Money Deposit (EMD) (The copy of the receipt/DD as proof shall be uploaded on line at https://www.tenderwizard.com/BSNL)	Rs.34,000/- (Rupees Thirty Four Thousand only)
7	Estimated Cost of the Tender	Rs.17,00,000/- (Rupees Seventeen Lakhs only)
8	Security Deposit	10 % of Annual Contracted amount
9	e-tender Document available on-line at https://www.tenderwizard.com/BSNL	from 16.00 HRS of 31.05.2019 to 16.00 HRS of 20.06.2019
10	Last date and time for receipt of E – Tender (Hard copy)	11.00 HRS of 21.06.2019
11	E -Tender Opening date and time	At 11.30 A.M of 21.06.2019

Period of Contract: One year from the date of agreement. The estimated cost can be +/- 25% and the Period is extendable with mutual consent on the same terms & conditions, approved rates **upto six months** .

I. On-line Submissions (Technical Bid and Financial Bid/Price Bid) :

The entire bid-submission would be online on the portal of M/s ITI Limited
<https://www.tenderwizard.com/BSNL>.

Broad outline of submissions are as follows:

A. Technical Bid – On line

(i) Submission of Mandatory documents (scanned copies to be uploaded with Signature):

- (a) **GST registration certificate.**
- (b) Signed copy of Tender Document (67 pages), Corrigendums and Addendums, if any.
- (c) Scanned copy of DD/Cheque -Bid Security.
- (d) Scanned copy of DD/Cheque –Tender document fee.
- (e) Document proof of having experience of **Minimum one year as on date of submission of e-tender during any of the last three years in House keeping services** in Public Sector Undertakings, Government Establishments.
- (f) Request for claiming exemption of Bid security & tender document fee and Proof in respect of valid certification from NSIC/MSME for the tendered item/work.

(ii) Submission of Eligibility documents (scanned copies to be uploaded with Signature):

- (a) Proof for payment of Tender Processing Fee of M/s ITI Limited as per Para 7(iii) of “e-TENDERING INSTRUCTIONS TO BIDDERS”
- (b) Scanned copy of The Registration of the Firm in the case of proprietorship concern, Scanned copy of certificate of incorporation, Articles of Association and Memorandum of Association in the case of Company. Authenticated copy of Partnership Deed in cases of Partnership Firm.
- (c) Duly filled in Bid form, as per Annexure IX.
- (d) Duly signed “Declaration that no addition / deletion / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal as per format given in Annexure I”.
- (e) Duly filled in Bidder’s profile, as per Annexure II of the Tender Document.
- (f) Scanned copy of Original “**Power of Attorney**” in case a person other than the Tenderer has signed the Tender Document.
- (g) Duly filled in “No near relative certificate from all partners” in case of Partnership firm and all the Directors in the case of a Company.
- (h) Duly filled in Annexure VI (C) “Declaration regarding not blacklisting/ never debarring from taking part in Govt. Tender by any BSNL unit”.
- (i) Scanned copy EPF Registration Certificate.
- (j) Scanned copy ESI Registration Certificate.
- (k) Scanned copy of Labour license or declaration to obtain Labour license if the tender is awarded before the claim of first bill.
- (l) Scanned copy of last 2 years Income Tax return and Copy of Pan Card
- (m) Solvency certificate from the Bank/Audited Balance sheet
- (n) Certificate of Minimum wages & other Statutory obligations as per Annexure VI (D)

B. Financial Bid (Price Bid) (only in the format available in e-tender portal)

All the above said documents are to be uploaded online.

I. Offline Submissions (physical document submission) :

The bidder is requested to submit the following documents:

- (i) **Copy of GST registration certificate**
- (ii) EMD/Bid Security – in original,
- (iii) Tender Document Fee – in original,
- (iv) Power of Attorney in accordance with Clause No. 6.5, & 7.9 of Section V for authorization for executing the power of attorney, if required (copy).
- (v) Duly signed “Declaration under digital signature that no addition / deletion / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal” – in original. The declaration should be strictly in the Proforma given in Annexure – I.

in separate cover to o/o DGM(NWO) (C) at BSNL Chennai Telephones, 10,Dams Road, Anna Road Telephone exchange, Chennai 600002, on or before the date & time of submission of bids specified DNIT, 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).

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

1. The Pr. General Manager (Central), Chennai Telephones reserves the right to reject any or all of the tenders/bids without assigning any reason whatsoever. He is not bound to accept the lowest tender/bid.
2. The bidders downloading the e-tender document are required to submit the tender fee amount through DD / Bankers cheque of an amount of Rs 590/- along with the tender/bid, failing which the tender/bid shall be left unopened/rejected. The DD/banker’s cheque shall be drawn from any Nationalized/Scheduled bank in favor of BSNL, Chennai Telephones and payable at Chennai.
3. **BSNL, Chennai Telephone District has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.**

4. BID SECURITY / EMD

The Bidder shall furnish, as part of his bid, a bid security (EMD) for an amount of Rs.34,000/=, (Rs. Thirty four thousand only). No Interest, shall be paid by BSNL on the Bid security for any period, whatsoever.

5. **Availability of tender document:-** The e-tender document shall be available for downloading from 16.00 HRS of 31.05.2019 to 16.00 HRS of 20.06.2019.

Date & Time of Submission of e-Tender bid:

Last Date/ Time of submission of e-Bid Online: up to 16.00 HRS of 20.06.2019.

Last Date/Time of submission of documents in hard copy : up to 11.00 HRS of 21.06.2019.

Note:- In case the date of opening of bid is declared to be a holiday or unforeseen internet failure at the opening venue on the scheduled opening date, the date of opening of bid will get shifted

automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

6. Online opening of Tender e-Bids: At 11.30 AM of 21.06.2019.

7. Place of opening of Tender e-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 (i.e. Supplier organization) can attend the TOE at the o/o DGM(NWO) (C) at BSNL Chennai Telephones, 10, Dams Road, Anna Road telephone Exchange , Chennai 600002, where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

8. Tender e-bids received after due time & date will not be accepted.

9. Incomplete, ambiguous, Conditional, Non-compliance to Minimum wages, tender e-bids are liable to be rejected.

10. The bidder shall furnish a declaration under digital signature that no addition / deletion / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal (<https://www.tenderwizard.com/BSNL>) in the format given in Annexure – I.

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

12. For further instructions regarding submission of bids online the bidder shall visit the homepage of the portal (<https://www.tenderwizard.com/BSNL>).

13. All Computer generated documents should be duly signed/attested by bidder/vendor organization.

14. This contract is subject to the jurisdiction of courts at Chennai only.

Note: - All documents submitted in the e-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. Utmost care to be taken to scan documents that the total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be the sole responsibility of bidder that the uploaded documents remain legible.

-Sd-

**Deputy General Manager, (NWO-Central)
BSNL, Chennai Telephones**



Bharat Sanchar Nigam Limited
(A Govt. of India Enterprise)

CHENNAI TELEPHONES

DGM(NWO) (Central),
BSNL, Chennai Telephones,
No.10, Dams Road,
Anna Road Telephone Exchange Building,
Chennai 600 002.

Section -1 Part-B

News paper Notice Inviting Tender

NIT. No. DGM(C)/HK/2019-20 dated 01.05.2019

Digitally Sealed tenders are invited by the undersigned on behalf of PGM NWO(CENTRAL), BSNL, Chennai Telephones District, Chennai from the eligible bidders for execution of the following works.

For “House Keeping services” for all office premises/RSUs, located at various places in the zone of DGM (C) in Central Area of Chennai Telephones **through E –tendering.**

This tender is being conducted through e-procurement Portal <https://www.tenderwizard.com/BSNL>. Last date of receipt (hard copy) of tender is **21-06-2019 upto 11-00 Hrs.** For further detailed information, kindly visit Chennai website “www.chennai.bsnl.co.in” following “Link for Tenders by Chennai Telephones”

DGM(NWO) C
BSNL, Chennai Telephones

Section- 2

Tender Information

1) Type of tender: - Single Stage bidding- Two stage opening.

Note: The eligibility cum Techno-commercial Bid will be opened in the presence of the representatives of the bidders at **11.30** hours on **21-06-2019**.

Financial bids of technically and commercially compliant bidders shall be opened at a later date.

2) Bid Validity Period: 180 days from the date of opening of tender.

3) In case of Tender invited under two envelopes system, the first envelope will be named as **techno commercial** and will contain documents of bidders satisfying the eligibility/Technical & commercial conditions. The 2nd envelope will be named as **financial envelope** containing financial quote. These envelopes shall contain one set of the following documents.

4) **On-line Submissions** (Technical Bid and Financial Bid/Price Bid) :

The entire bid-submission would be online on the portal of M/s ITI Limited
<https://www.tenderwizard.com/BSNL>.

Broad outline of submissions are as follows:

A. Technical Bid – On line

(i) Submission of Mandatory documents (scanned copies to be uploaded with Signature):

(a) **GST registration certificate.**

(b) Signed copy of Tender Document (67 pages), Corrigendums and Addendums, if any.

(c) Scanned copy of DD/Cheque -Bid Security.

(d) Scanned copy of DD/Cheque –Tender document fee.

(e) Document proof of having experience of **Minimum one year as on date of submission of e-tender during any of the last three years in House keeping services** in Public Sector Undertakings, Government Establishments.

(f) Request for claiming exemption of Bid security & tender document fee and Proof in respect of valid certification from NSIC/MSME for the tendered item/work.

(ii) Submission of Eligibility documents (scanned copies to be uploaded with Signature):

(a) Proof for payment of Tender Processing Fee of M/s ITI Limited as per Para 7(iii) of “e-TENDERING INSTRUCTIONS TO BIDDERS”

(b) Scanned copy of The Registration of the Firm in the case of proprietorship concern, Scanned copy of certificate of incorporation, Articles of Association and Memorandum of Association in the case of Company. Authenticated copy of Partnership Deed in cases of Partnership Firm.

(c) Duly filled in Bid form, as per Annexure IX.

(d) Duly signed “Declaration that no addition / deletion / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal as per format given in Annexure I”.

(e) Duly filled in Bidder’s profile, as per Annexure II of the Tender Document.

- (f) Scanned copy of Original “**Power of Attorney**” in case a person other than the Tenderer has signed the Tender Document.
- (g) Duly filled in “No near relative certificate from all partners” in case of Partnership firm and all the Directors in the case of a Company.
- (h) Duly filled in Annexure VI (C) “Declaration regarding not blacklisting/ never debarring from taking part in Govt. Tender by any BSNL unit”.
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- (l) Scanned copy of last 2 years Income Tax return and Copy of Pan Card
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B. Financial Bid (Price Bid) (only in the format available in e-tender portal)

All the above said documents are to be uploaded online.

I. Offline Submissions (physical document submission) :

The bidder is requested to submit the following documents:

- (i) **Copy of GST registration certificate**
- (ii) EMD/Bid Security – in original,
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- (iv) Power of Attorney in accordance with Clause No. 6.5, & 7.9 of Section V for authorization for executing the power of attorney, if required (copy).
- (v) Duly signed “Declaration under digital signature that no addition / deletion / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal” – in original. The declaration should be strictly in the Proforma given in Annexure – I.

in separate cover to o/o DGM(NWO) (C) at BSNL Chennai Telephones, 10,Dams Road, Anna Road Telephone exchange, Chennai 600002, on or before the date & time of submission of bids specified in covering letter, 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).

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

- (5) The MSE bidders are exempted from payment of bid security & cost of e-Tender document.
 - a. A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
 - b. The enlistment certificate issued by MSE should be valid on the date of opening of tender.
 - c. If a vender registered with body specified by Ministry of Micro, Small and Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

SECTION – 3

Scope of work and Jurisdiction of Contract

The Pr. General Manager, (Central), BSNL CHENNAI TELEPHONES, 10, DAMS ROAD, ANNA ROAD TELEPHONE EXCHANGE, CHENNAI – 600002, proposes to outsource “House Keeping services” in all office premises/RSUs, located at various places in DGM (C) in Central Area of Chennai Telephones as a work/services contract, by closed e-tender.

SCHEDULE OF WORKS – “House Keeping services” in all office premises/RSUs situated at various places in DGM(C) area in Central Zone

1. Cleaning of tables, chairs, cupboards sofa, file racks, doors and windows, daily.
2. Cleaning of walls, ceiling terrace and removing cobwebs once in fortnight.
3. Regular cleaning of space around the building.
4. Up keeping of window curtains, sofa cover, table cloths.
5. Cleaning of telephone instruments.
6. Cleaning of Toilets, Urinals and washbasins etc.
7. Cleaning of sign boards inside and outside the building, offices, exchanges.
8. Water pump operations and water pipe cleaning maintenance in exchanges.
12. Sweeping & Mopping of entire office premises.
13. Cleaning of water drums, water coolers glasses, water jugs, flasks daily.
14. Cleaning of electrical fitting such as fan, lights, switch boards etc.,
15. Any other work assigned by the in-charge, wherever necessary.

SCOPE OF WORK – HOUSE KEEPING WORK:

Cleaning of all Toilets, Washbasins, Urinals and Maintenance of the office premises in and around (Housekeeping services) the premises of RSUs, located at various places in DGM(C) area in Central Zone.

SECTION-4 PART A

General Instructions To Bidders (GIB)

1. Definitions :

- a) **The BSNL means BHARAT SANCHAR NIGAM LIMITED, the Company with Board of Directors and Chairman & Managing Director, with Headquarters at New Delhi.**
- b) **BSNL Chennai Telephones means Bharat Sanchar Nigam Limited, Chennai Telephones headed by the Chief General Manager.**
- c) All references of :
 - Chief General Manager
 - Principal General Manager
 - General Manager
 - Additional General Manager
 - Deputy General Manager
 - Asst. General Manager
 - Sub Divisional Engineer
 - Junior Telecom Officer
 - Chief Accounts Officer
 - Sr. Accounts Officer
 - Accounts Officer
 - Assistant Accounts Officer
 - Junior Accounts Officer

Including other officers in the BSNL, whatever Designations assigned to them from time to time, who may be the in-charge of Direction, Supervision and Maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean the BSNL, an Enterprise under the Ministry of Communications and IT, Govt. of India.

2. ELIGIBILITY:

This invitation for bid is open to all Indian nationals having **GST registration for this works/services contract with Minimum one year experience as on date of submission of e-tender during any of the last three years in House keeping services** in Public Sector Undertakings, Government Establishments..

3.COST OF BIDDING

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

4.DOCUMENTS REQUIRED

- 4.1 Bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in DNIT.
- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5. CLARIFICATION OF BID DOCUMENTS

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall submit his queries through e-Tender Portal and also notify the purchaser in writing or by FAX to the Purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **15 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be uploaded as clarification to the concerned tenderer on <https://www.tenderwizard.com/BSNL>, as addenda, for all the prospective bidders who have downloaded the official copy of tender documents from <https://www.tenderwizard.com/BSNL> portal.
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the bid documents.
- 5.3 The format in which the clarifications are to be sent via E-mail or FAX is

S. No.	Section	Clause	Brief description of the clause	Ref page No. in Bid	Comments of Bidder

6. AMENDMENT OF BID DOCUMENTS

- 6.1 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments prior to the date of submission of Bids with due notification to the prospective bidders. Amendments, if any, to the tender document will be notified in the <https://www.tenderwizard.com/BSNL> website. It is the responsibility of the vendors who download the tender document to note these amendments and submit tenders accordingly.
- 6.2 The amendments shall be notified in writing through E-tender portal to all prospective bidders to the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.

In order to afford prospective bidders a reasonable time (min 7 days) to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

- 6.3 Bidders to note that scanned copy of all the relevant documents as listed below are required to be uploaded on the <https://www.tenderwizard.com/BSNL> Portal and offline documents attested/authorized are to be submitted to DGM (NWO-Central), BSNL Chennai Telephones, No.10 , Dams Road, Chennai-600 002 in a sealed cover.**

7. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall ensure availability of the following components:

- Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the Clause 2 & 10.
- Bid Security furnished in accordance with Clause 11.
- A Bid form and price schedule completed in accordance with clause 9 of this Section.

8.BID FORM

- 8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the works to be carried out, brief description of the works, quantity and prices as per Section 9 of Tender Document.

9.BID PRICES

- 9.1 The offer shall be firm in Indian Rupees.

9.2 The Grand Total amount (excluding GST) will be the criterion for evaluation purpose. Rate should be Quoted for all items of service compulsorily. The bidder shall give an undertaking along with the bid for the monthly supply of quality/branded materials as per the list under Section 7. The price quoted by the bidder shall remain fixed during the entire period of contract & further extensions.

9.3 The price quoted by the Bidder shall remain fixed during the entire period of contract and shall not be subjected to variation on any account. A Bid submitted with an adjustable Price Quotation will be treated as non-responsive and rejected.

10.DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

On-line Submissions (Technical Bid and Financial Bid/Price Bid) :

The entire bid-submission would be online on the portal of M/s ITI Limited
<https://www.tenderwizard.com/BSNL>.

Broad outline of submissions are as follows:

A.Technical Bid – On line

- (i) Submission of Mandatory documents (scanned copies to be uploaded with Signature):

- (a) **GST registration certificate.**
- (b) Signed copy of Tender Document (67 pages), Corrigendums and Addendums, if any.
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- (m) Solvency certificate from the Bank/Audited Balance sheet
- (n) Certificate of Minimum wages & other Statutory obligations as per Annexure VI (D)

C. Financial Bid (Price Bid) (only in the format available in e-tender portal)

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I. Offline Submissions (physical document submission) :

The bidder is requested to submit the following documents:

- (ii) **Copy of GST registration certificate**
- (iii) EMD/Bid Security – in original,
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- (v) Power of Attorney in accordance with Clause No. 6.5, & 7.9 of Section V for authorization for executing the power of attorney, if required (copy).
- (vi) Duly signed “Declaration under digital signature that no addition / deletion / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal” – in original. The declaration should be strictly in the Proforma given in Annexure – I.

in separate cover to o/o DGM(NWO) (C) at BSNL Chennai Telephones, 10,Dams Road, Anna Road Telephone exchange, Chennai 600002, on or before the date & time of submission of bids specified in DNIT, 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).

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

The MSE bidders are exempted from payment of bid security & cost of e-Tender document.

- a. A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- b. The enlistment certificate issued by MSE should be valid on the date of opening of tender.
- c. If a vender registered with body specified by Ministry of Micro, Small and

Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

11.BID SECURITY / EMD

- 11.1 The Bidder shall furnish, as part of his bid, a bid security (EMD) for an amount of Rs.34,000/=, (Rs. Thirty Four thousand only). No Interest, shall be paid by BSNL on the Bid security for any period, whatsoever.
- 11.2 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to clause 11.5.
- 11.3 A bid not secured in accordance with clause 12.1 & 12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders.
- 11.4 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to Clause 12.
- 11.5 The bid security may be forfeited:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - b) If the bidder does not accept the APO/ AWO and/ or does not submit PBG
 - c) In case of a successful bidder, if the bidder fails
 - (i) to sign the contract/ agreement in accordance with Clause 28.
 - (ii) Deleted
- Note:** - The bidder shall mean individual company/ firm or the front bidder and its technology/ consortium partner, as applicable.

12.PERIOD OF VALIDITY OF BIDS

- 12.1 Bid shall remain valid for period specified in clause 2 of Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 12.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 11 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

13.FORMAT AND SIGNING OF BID

- 13.1 The bidder shall submit his bid, online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- 13.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the

person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

13.3 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

14. SEALING AND MARKING OF BIDS

14.1 Deleted.

14.1.1 The bids are called under **Single Stage Bidding & Two stage opening**.

14.1.2 The bid should be submitted on-line using two envelope methodology.

The First envelope will be named as **Techno-commercial bid**. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per clause 2 & 10 with Bid Security as per Clause 11. Second envelope will be named as **Financial bid** containing Price Schedule as per Section 9.

On line: Bid sealing is done electronically by encrypting each bid part with a symmetric pass phrase, if applicable in the portal, by the bidders himself. Please refer Section 4 Part C for further instructions.

Offline : Offline documents may be submitted in a single main envelope under the personal seal of the bidder.

14.2 a) The envelope shall be addressed to the purchaser inviting the tender as given below:

DGM (NWO-Central)
BSNL, Chennai Telephones,
No.10, Dams Road,
Chennai 600002
Telephone No. 044-28591206/28591227
Fax No 28591214.

- b) The envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- c) The envelope shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- d) Tender should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in

Clause 14.2 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.

- e) Bids delivered in person on the day of tender opening shall be delivered upto specified time & date as stated in NIT at the venue given in clause 14.2 (a) above. The purchaser shall not be responsible if the bids are delivered elsewhere.

Venue of Tender Opening: Tender will be opened in the **Chamber of DGM(NWO) (Central), BSNL ,Chennai Telephones, No.10, Dams Road, Chennai-600 002 at 11.30 hours on 21-06-2019**. If due to administrative reasons the venue of the bid opening is changed, it will be displayed prominently on notice board.

- 14.3 If the envelope is not sealed and marked as required at para 14.2, the bid shall be rejected.

15.SUBMISSION OF BIDS

- 15.1 Bids must be submitted by the bidders on or before the specified date & time indicated in Section-1. i.e. DNIT.
- 15.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Section-1 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
- 15.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all works as per requirement of the Bid Documents.

16.LATE BIDS

- 16.1 No bid shall be accepted online by E-Tender after the specified deadline for submission of bids prescribed by the purchaser.

17.MODIFICATION AND WITHDRAWAL OF BIDS

- 17.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 17.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated.
- 17.3 Subject to clause 19, no bid shall be modified subsequent to the deadline for submission of bids.

18.OPENING OF BIDS BY PURCHASER

- 18.1 The purchaser shall open bids online, in the presence of the authorized representatives of bidders online who chose to attend, at time & date specified in D NIT (Section-1) on due date.

The bidder's representatives, who are present, shall sign in an attendance register. Authorization letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening as per the Format give in Annexure-XI.

- 18.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

- 18.3 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

19. CLARIFICATION OF BIDS

- 19.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 19.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be outrightly rejected without entertaining further correspondence in this regard.

20. PRELIMINARY EVALUATION

- 20.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 20.2 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, the bid shall be rejected.
- 20.3 Prior to the detailed evaluation pursuant to clause 21, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document.
- For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 20.4 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 20.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

21. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 21.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 20.
- 21.2 BSNL-CHENNAI TELEPHONES shall evaluate in detail and compare the Bids previously determined to be substantially responsive pursuant to Clause-20. The Tender will be evaluated with reference to of all items given in the Financial Bid.
- 21.3 The Grand Total amount (excluding GST) will be the criterion for evaluation purpose. Rate should be Quoted for all items of service compulsorily. The bidder shall give an undertaking along with the bid for the monthly supply of quality/branded materials as per the list under

Section 7. The price quoted by the bidder shall remain fixed during the entire period of contract & further extensions.

22. CONTACTING THE PURCHASER

- 22.1 Subject to Clause 19, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 22.2 Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

23. PLACEMENT OF ORDER (AWARD OF CONTRACT)

- 23.1 **BSNL-CHENNAI TELEPHONES** shall consider award of contract only to those eligible Bidders whose offers have been found technically, commercially and financially acceptable.
- 23.2 The work against the Tender is for one year's requirement and Terms and Conditions of this Tender shall be operative for a period of one year from the date of signing of agreement between BSNL and the contractor, extendable to further **Six months** on same terms & conditions but subject to observation of limit in Clause 24. While extending the tender period, Security Deposit in the form of Performance Guarantee is to be furnished by the contractor to commensurate with the period and value of the extension.

24. PURCHASER'S RIGHT TO VARY QUANTITIES

- (a) BSNL reserves the right to increase or decrease up to 25 % of the quantity of services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- (b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of services contained in this running tender/contract within a period of twelve months from the date of acceptance of Letter of Intent in the tender at the same rate or a rate negotiated (downwardly) with the existing contractors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.
- (c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender/contract within a period of twelve months from the date of acceptance of Letter of Intent in the tender at the same rate or a rate negotiated (downwardly) with the existing contractors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the quantum of work calculated on the basis of total quantum of work i.e. initial and proposed add on quantity.

25. BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

BSNL-CHENNAI TELEPHONES 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 whatsoever and without thereby incurring any liability to the affected Bidder or Bidders on the grounds for BSNL's action.

26. ISSUE OF LETTER OF INDENT

- 26.1 The issue of letter of indent shall constitute the intention of BSNL to enter in to the contract with the Bidder. Letter of Indent will be issued as offer to the successful Bidder.
- 26.2 The Bidder shall within 14 days of issue of letter of indent, give his acceptance along with performance bank guarantee, provided with the Bid Documents.

27.SIGNING OF AGREEMENT

- 27.1 The signing of Agreement shall constitute the award of contract on the Bidder. The Agreement with the successful Bidder shall be signed by **BSNL-CHENNAI TELEPHONES** within a week of submission of performance bank guarantee as per Clause-26.2 above.
- 27.2 As soon as the Tender is approved by the Competent Authority, the Bid Security deposited by the successful Bidder shall be compulsorily converted in to the Performance Security Deposit, which will be held by **BSNL-CHENNAI TELEPHONES** till the completion of warranty period.
- 27.3 The successful tenderer, after depositing the required Security Deposit will have to enter into an agreement with BSNL for execution of the tender work, in non judicial stamp paper of Rs.100/- (Rupees One Hundred only)

28.ANNULMENT OF AWARD

Failure of the successful Bidder to comply with the requirement of Clause-26.2 & 27 shall constitute sufficient ground for the annulment of the award and forfeiture of the Bid Security, in which event, **BSNL-CHENNAI TELEPHONES** may make the award to any other Bidder at the discretion or call for new Bids.

29.REJECTION OF BIDS

- 29.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
- a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
 - b) Clause 2 & 10 of Section-4 Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
 - c) Clause 11.2 (c) of Section-4 Part A: If tender terms and conditions compliance as well as deviation statements as prescribed are not given, i.e. digitally signing, the bid will be rejected at the stage of primary evaluation.
 - d) While giving compliance to Section-5 Part A, General Commercial conditions of contract, Section-4 Part B, Special Instructions to Bidders, and Section-5 Part B Special (Commercial) Conditions of Contract ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
 - e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.

- 29.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 29.1(a), 29.1(b) of Section-4 PartA, the bidder company is given opportunity to explain their position. However if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 29.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 29.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 29.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.
- 30 The authenticity of all the documents enclosed with the tender bid of the responsive/approved bidders can be verified by the BSNL at any time from the date of opening of the Technical Bid and till the completion of work. At any stage, if the document on verification is found to be forged, the bid will be cancelled/terminated at bidder's risk and cost and the EMD/Security deposited by the bidder will be forfeited. All the documents submitted should be valid on the date of submission of bid.**

31.NEAR-RELATIONSHIP CERTIFICATE

- 31.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 31.2 The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 31.3 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) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- 31.4 The format of the certificate is given in Annexure VI (B).

31.5 VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will ensure that all the documents and certificates, including experience/ performance and self-certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per Clause-30.

SECTION-4 Part B SPECIAL INSTRUCTIONS TO BIDDERS (SIB)

The Special Instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in Section-4 Part A i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB), the provisions herein shall prevail.

1. Eligibility Conditions

- 1.1 The eligible bidder(s) should be a registered Indian company/firm with registered office/branch at Chennai.
- 1.2 The bidder should possess **Minimum one year as on date of submission of e-tender during any of the last three years in House keeping services** in Public Sector Undertakings, Government Establishments. Proof in the form of relevant "Work order", signed by an authorized signatory shall be attached.
- 1.3 The bidder should have sound financial background and workforce. Proof of turnover of 2 previous years shall be attached.
- 1.4 The company should possess valid GST registration and should have valid PAN No.
- 1.5 The Bidder should not have been black-listed by Central/ State Governments/ PSUs. A self-declaration may be submitted along with the bid document.
- 1.6 The bidders shall submit necessary documentary proof (self-attested) showing that they meet the eligibility criteria along with their bid.

2. Performance Bank Guarantee

The bank guarantee/DD so submitted shall be as per the format given in Annexure VIII on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.

Section-4– Part C

e-TENDERING INSTRUCTIONS TO BIDDERS

I. GENERAL

Submission of Online Bids 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 e-Tendering, BSNL, CHTD Central Business Area (CBA), has decided to use the portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI Limited, a Government of India Undertaking. Benefits to suppliers/service providers are outlined on the Homepage of the portal. Those suppliers/service providers not registered on the website mentioned above, are required to get registered before hand. The intending bidder must read the terms and conditions of this tender carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required. The BSNL, Chennai Telephones reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.

II. INSTRUCTIONS

1. Information and instructions for bidders posted on website www.tenderwizard.com/BSNL shall form part of bid document. If not registered, the intending tenderers should get themselves registered with M/s ITI Limited, as per instructions on their web site, by paying applicable fee as per Govt. of India ruling.

2. Online Bidding Methodology:

Sealed Bid System .

Financial bids & Technical bids shall be submitted by the bidder at the same time. E-Reverse Auction/negotiation (if required by BSNL CHTD CBA) after opening of Financial bids. In case of two envelope system Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

3. Broad outline of activities from Bidders prospective:

- (i) Procure a Digital Signing Certificate (Class III) (DSC).
- (ii) Register on Electronic E-Tendering (<https://www.tenderwizard.com/BSNL>).
- (iii) Create Users and assign roles on <https://www.tenderwizard.com/BSNL>.
- (iv) View Notice Inviting E-Tender (NIT) on <https://www.tenderwizard.com/BSNL>.
- (v) Download Official Copy of E-Tender Document from <https://www.tenderwizard.com/BSNL>.

- (vi) Clarification to E-Tender Documents on <https://www.tenderwizard.com/BSNL> – Query to BSNL (Optional) – View response to queries posted by BSNL, through addenda.
- (vii) Bid-Submission on <https://www.tenderwizard.com/BSNL> : Prepare & arrange all document/paper for submission of bid online and offline.
- (viii) Attend Public Online E-Tender Opening Event (TOE) on <https://www.tenderwizard.com/BSNL> – Opening of Technical Part.
- (ix) Post-TOE Clarification on <https://www.tenderwizard.com/BSNL> (Optional) – Respond to BSNL's Post-TOE queries.
- (x) Attend Public Online E-Tender Opening Event (TOE) on <https://www.tenderwizard.com/BSNL> – Opening of Financial Part (only for Technical Responsive Bidders).

4. Contractor must ensure to quote rate at appropriate Price Bid column. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO). Conditional tender shall be rejected.

5. 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 <https://www.tenderwizard.com/BSNL>.

Note 1: It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Note 2: While uploading the documents, it should be ensured that the file name should be the Name of the document itself.

6. Digital Signature Certificates:

For integrity of data and its 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 (Class III) (DC), also referred to as Digital Signature Certificate (DSC), of Class-III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA). [refer <http://www.cca.gov.in>].

7. REGISTRATION:

- (i) The E-Tender document can be downloaded from the website: www.tenderwizard.com/BSNL and to be submitted in the e-format. Cost of the E-Tender Document (in the form of DD – in original) and Bid Security (in the form of DD – in original) have to be submitted to the office of DGM(C) Zone as per address given in Bid document before the scheduled date and time of submission of the E-Tender otherwise the Bid will not be considered.

- (ii) Amendments, if any, to the E-Tender documents will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the E-Tender document from the website to keep themselves abreast of such amendments before submitting the E-Tender document. Intending bidders are requested to register themselves with M/s ITI Limited through www.tenderwizard.com/BSNL for obtaining user-id, Digital Signature etc. by paying Vendor registration fee and processing fee for participating in the above mentioned E-Tender. The Pr. General Manager (Central) BSNL CHTD, has decided to use process of e-E-Tendering for inviting this E-Tender and thus the physical copy of the E-Tender would not be sold.
- (iii) The Tenderers are required to pay “ 0.05 % of Total Estimated cost of Tender or as decided by the Application Service Provider ” { ASP (i.e.,) To be paid to the E - Portal vendor - M/s ITI Limited }

Note: After successful submission of Registration details and Vendor Registration fee and processing fee (as applicable), contact M/s ITI Limited.

8. Special Note on Security of Bids

- (i) Security related functionality has been rigorously implemented in www.tenderwizard.com/BSNL 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:
- (ii) As part of the Electronic Encrypted™ functionality, the contents of bid are securely encrypted using Public-Key of the specified officer of a Buyer organization. Bid-encryption in www.tenderwizard.com/BSNL 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.
- (iii) 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

9. Public Online Tender Opening Event (TOE)

- (i) www.tenderwizard.com/BSNL 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 authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

- (ii) Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on www.tenderwizard.com/BSNL. www.tenderwizard.com/BSNL 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 in electronic form. A detailed Technical and/ or Financial Comparison Chart enhance Transparency.
- (iii) There are many more facilities and features on www.tenderwizard.com/BSNL. For a particular tender, the screens viewable by a Supplier will depend upon the options selected by the concerned Buyer.

10. 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 BSNL opening venue or at 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).

11. Other Instructions

- (i) For further instructions, the vendor should visit the home-page of the portal (<https://www.tenderwizard.com/BSNL>), and go to the Vendor-Help Manual.
- (ii) 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 <https://www.tenderwizard.com/BSNL>.

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

25. Obtain individual Digital Signing Certificate (Class III) (DSC or DC) well in advance of your first tender submission deadline on <https://www.tenderwizard.com/BSNL>
26. Register your organization on <https://www.tenderwizard.com/BSNL> well in advance of your first tender submission deadline on <https://www.tenderwizard.com/BSNL>.
27. Get your organization's executives concerned trained on <https://www.tenderwizard.com/BSNL> well in advance of your first tender

submission deadline on <https://www.tenderwizard.com/BSNL>.

28. **Submit your bids well in advance of tender submission deadline on <https://www.tenderwizard.com/BSNL> (At least one day before the deadline) (There could be last minute problems due to internet timeout, breakdown, etc.).**
29. **While the first three instructions mentioned above are especially relevant to first-time users of <https://www.tenderwizard.com/BSNL>, the fourth instruction is relevant at all times.**

13. Minimum Requirements at Bidders end

- (i) **Computer System with good configuration (Minimum P IV, 1 GB RAM, Windows 7)**
- (ii) **Broadband connectivity.**
- (iii) **Microsoft Internet Explorer 6.0 or above**
- (iv) **Digital Signature Certificate (Class III)(s)**

14. Helpdesk (as given below) to get your registration accepted/activated.

Helpdesk – M/s ITI Limited

Telephone/ Mobile No. 9894191904 – Shri. S. Dinesh

9962676264 / 8098469169- Shri. Kirubakaran

E-mail ID

twhelpdesk438@gmail.com,

twhelpdesk680@gmail.com,

twhelpdesk444@gmail.com,

bsnltwhelpdesk@gmail.com

15. BSNL Contact:

BSNL Contact-1

BSNL's Contact Person Shri.D.Kumaresan, DGM(C)

Telephone 044-28591206

E-mail ID: kumaresanb4u@gmail.com

BSNL Contact-2

BSNL's Contact Person

Shri. R.P. Sivakumar, AGM (Tech) C

Telephone 044-28591225

E-mail ID: sdetechcentral@gmail.com

SECTION – 5

Part A

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT (GCC)

1 APPLICATION

The General conditions shall apply in contracts made by BSNL which proposes to outsource “House Keeping services” in all office premises/RSUs, located at various places in DGM (C) in Central area of Chennai telephones as a work/services contract, through e-Tender.

2 Deleted

3 PRICES

- 3.1 Prices charged by the Contractor for the works performed under the Contract shall not be higher from the prices quoted by the Contractor in his Bid.
- 3.2 Price once fixed will remain valid for the period of contract. Increase and decrease of Taxes / Duties will not affect the price during this period.

4 SUB CONTRACTS

The Contractor shall not assign, sub contract or sublet the whole or any part of the works covered by the contract, under any circumstances, unless and until permitted by BSNL to specific PSUs under DOT

5 SECURITY

(i) SECURITY DEPOSIT (PERFORMANCE SECURITY)

- a. The successful tenderer shall have to pay a Security Deposit equal to 10% of the total amount of work allotted to him as the Security Deposit within 14 days of issue of letter of indent. The EMD deposited by the successful bidders shall stand converted as a part of Security deposit. The balance amount of Security Deposit after adjusting EMD can be paid in the form of Bank Guarantee (which shall be valid till the completion of contract period one year and six months) from a scheduled bank as per the specimen in Annexure VIII within 10 days upon intimation. The balance amount of Security deposit after adjusting EMD can also be submitted in the form of crossed demand draft drawn in favour of BSNL-CHENNAI TELEPHONES issued by a schedule bank and payable at Chennai.
- b. The proceeds of the performance security shall be payable to BSNL as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
- c. The performance security deposit shall be refunded after expiry of contract period as noted above provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document after obtaining “No Dues Certificate” from the “Engineer-in-Charge”.
- d. No interest will be paid to the contractor on the security deposit.

6. PROCEDURE:

6.1. The tenderers must carefully read all the Terms & Conditions and work specifications before filling up the Technical Bid and Financial Bid. Tenderers are requested to get well versed with the tender conditions / guidelines, written hereunder. Those tenderers, who cannot read English, may get the same translated at their own risk in a language known to them and understand the conditions of the tender. Any clarification regarding the same can be had from Assistant General Manager (C) O/o DGM(NWO) (C) at BSNL Chennai Telephones, 10, Dams Road, Anna Road Telephone Exchange, Chennai 600002, before the submission of bid document.

6.2. Deleted.

6.3. Submission of the tender offer by the successful tenderer in response to the e-Tender Notice itself is deemed to be the conveyance of his/her acceptance of the tender document.

6.4. No employee/relative employed in BSNL, either direct / indirect, of BSNL shall participate in the Tender.

6.5 All corrections, additions and alterations in the entries in the tender papers shall be attested by the bidder with date. No errors, over writing shall be permissible, unless attested by the tenderer with date. The tender shall contain the name, address of residence and places of business of person/persons making the tender and shall be signed by the tenderer with his usual signature. In case of authorized representative, a duly certified copy of the power of attorney, relating to the same shall accompany the tender. In case of partnership firm, attested true copy of the partnership deed must be submitted along with the tender and with the authorization from the firm.

6.6. The Pr. General Manager (Central), BSNL, Chennai Telephones reserves the right not to accept or to reject any or all the tender offers without assigning any reasons.

7. 7.Tender Submission

7.1 On-line Submissions :

The entire bid-submission would be online on the portal of M/s ITI Limited <https://www.tenderwizard.com/BSNL>. Broad outline of submissions are as per Section I of this document.

7.2 Offline Submissions (physical document submission) :

The list of documents for this E-tender (offline) may be submitted by the tenderer in box kept at the following address:

**Deputy General Manager (C)
O/o DGM(NWO) (C) BSNL Chennai Telephones,
5th Floor, 10-Dams Road, Anna Road telephone Exchange,
Chennai 600002**

PROCEDURE FOR PHYSICAL (HARD COPY / OFF-LINE / PHYSICAL) SUBMISSION OF E-Tender : (In addition to on-line submission)

7.3. The documents (Off-line submissions) must be submitted in sealed/wax-sealed envelope, super scribing the envelope as “E-Tender for House Keeping in all office premises/RSUs situated at various places in the zone of DGM(NWO)(C) in Central Area”, along with EMD and should be addressed to the contact person indicated in this E-Tender.

7.4. The above said Off-line submissions/documents should be submitted in person or through an authorized representative. Outstation applicants can send by Registered Post / Speed Post/ Courier and should reach the address mentioned at 7.2 above, on or before the due date and time. The physical documents received after the prescribed date and time shall be summarily rejected.

7.5. The prescribed documents as per eligibility criterion should be submitted by tenderer.

7.6. Declaration regarding the close relatives working in BSNL should be submitted as per

Annexure-VI (B).

7.7. One bidder can submit only one bid. If more than one bid are submitted by a bidder, all the bids of the said bidder shall be disqualified and rejected.

7.8. The bidder shall submit all items as indicated in the schedule of requirement of the bid documents for which he holds the necessary approval.

7.9. The Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value and the same shall be attested by a Notary Public and / or registered before the Sub-Registrar concerned.

8. MODIFICATION AND WITHDRAWAL OF BIDS :

Being e-tender, the modification or withdrawal of bids shall be subject to the terms and conditions of the on-line service provider M/s ITI Ltd., website <https://www.tenderwizard.com/BSNL..>

9. PRICE BID / FINANCIAL BID (only in e-tender portal) :

The Grand Total amount (excluding GST) will be the criterion for evaluation purpose. Rate should be Quoted for all items of service compulsorily. The bidder shall give an undertaking along with the bid for the monthly supply of quality/branded materials as per the list under Section 7. The price quoted by the bidder shall remain fixed during the entire period of contract & further extensions.

10. TENDER SCHEDULE / QUOTATION:

The tenderer will quote the rate both in figures as well as in words, as per the proforma given. If there is difference in the rates mentioned in words and figures, the amount in words shall prevail. If the tenderer does not accept the correction of the errors, his bid shall be rejected.

a) The quote submitted by the tenderer shall be exclusive of GST applicable.

10.1 Tenders not accompanied by EMD amount and tender document fee, shall not be considered and are liable to be rejected summarily.

10.2 The Earnest Money Deposit will be returned to all the unsuccessful bidders after the agreement is entered with the successful bidder. The EMD will not bear any interest while in the custody of Chennai Telephones. In the case of the successful bidder, EMD paid will be retained without interest and adjusted against the security deposit.

11. BILL - PAYMENT TERMS:

11.1 Procedure for preparation, processing and payment of bills:

The contractor will submit one single consolidated bill per SDE Unit for all the house keeping work undertaken by him in a month. Monthly bill should be submitted within last day of the following month for the work carried out in the preceding month. The counter signing authority shall check that all the documents mentioned below are invariably attached to the bill before countersigning.

(a) Attested copy of attendance sheet for the month.

(b) Attested copy of the muster roll/ Salary Statement signed by the contractor.

(c) A list of workers (attested copies) engaged against the work order each month.

(d) Deleted

(e) Attested copies of authenticated documents of payments of such contribution to EPF/ESI etc along with list of workers indicating the EPF/ESI Code, amount etc., against each beneficiary for the previous month.

(f) Bonus must be paid by the successful contractor from his profit. BSNL will not make any reimbursement for payment of Bonus to the contractor. Payment of Bonus must be mentioned in the bill for the month of October.

(g) The Agency shall duly comply with all Acts, Laws including Minimum Wages Notification, Payment of Bonus Act 1965, Contract Labour (Regulation and Abolition) Act, 1970 or other statutory rules, regulations, bye-laws as applicable or which might be applicable from time to time. Declaration to that effect, to be given as per Annexure-VI (D)

(h) Copy of work order issued by the competent authority.

(i) Attested copies of EPF contribution (Both employees and employer's) for the duration of engagement of question paid to EPF authority.

(j) Attested copies Declaration regarding compliance of the EPF ACT 1952 along with the ESI Scheme.

(k) Appropriate % of Income TAX will be deducted from the bill depending upon the statutory requirement.

(l) Payment, subject to the availability of funds, will be made through NEFT after due verifications for which Bank details (A/C No., Name of the Bank, Branch Name and IFSC Code, ERP Vendor creation form) should be furnished by the successful bidder.

(m) Penalties, if any, leviable on the successful tenderer will be adjusted in the bill.

(n) The bill shall be paid subject to all statutory deductions and remittance thereof, as contemplated and applicable from time to time.

11.2 Late Submission of Bills and Forfeiture of Bills Claim

(a) In case of submission of bills beyond the stipulated time of one month by the contractor and if the reason for the delay is found to be satisfactory, PGM/GM NWO-(C) reserves to allow additional period of another two months. A penalty of minimum 2% of the value of work per month on total amount of bill shall be levied subject to maximum of 10% of monthly bill and shall be deducted on settlement.

(b) Bills submitted after 3 months, after work completion is liable for rejection and claim will be forfeited.

11.3 Payments shall be made THROUGH ECS/NEFT/RTGS only, for which the Contractor shall be required to provide the mandate, bank details etc. to the paying authority.

11.4 The Assistant General Manager/Divisional Engineer shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The Assistant General Manager/Divisional Engineer shall retain the third copy in record and record it in the estimate file/register maintained in his office and send first and second copies with all documents to IFA/DGM/Addl.GM for processing of bills and release of payment.

11.5 The Works-section of IFA / DGM /ADDL.GM shall process the bills in the file with a copy of the sanctioned estimate of the concerned work in ERP package and scrutinize the bills vis-à-vis work order issued, sanctioned provisions in the estimate etc. The bill shall be passed, after necessary scrutiny by Works Section, by the officer competent to pass the bills. ECS payment for the amount passed in the bill will be issued only after the Contractor gives a stamped pre-receipt for the amount. Details of payment of all the bills shall be entered in to Contractor's ledger by the Paying Authority.

- 11.6 *BSNL shall take all necessary steps to ensure that the bills complete in all respects, are settled within reasonable period subject to availability of funds.*

12. PENALTY FOR POOR PERFORMANCE:

- 12.1 A penalty amount equal to 1% minimum subject to the maximum of 25 % of the claim amount will be deducted from the dues to the successful tenderer for poor services on the basis of assessment. In addition, in case of re execution of the work for any reason whatsoever, the cost of the same will be deducted from the deposits or payments due to the successful tenderer without any notice, over and above the penalty mentioned above.
- 12.2 The penalty amount is deductible from the amount due to the successful tenderer for the supply of services rendered by him as per this tender or from any other amount or amounts due to the successful tenderer from Chennai Telephones and the decision of Pr. General Manager (Central) will be final and binding in this regard.
- 12.3 Pr. General Manager (Central) reserves the right to reject the services of the successful tenderer in addition to forfeiture of Security Deposit, in case of poor performance, without prejudice to the provision under clause above. In such case, the successful tenderer shall not be entitled to any other claim or damage.

13. LIABILITY :

- 13.1 Neither the tenderer nor the tenderee shall be liable for any delay, default or failure due to reasons either beyond their control or by act of force majeure.
- 13.2 If by reason of any accident or failure or any other event occurring to or in connection with work or any part thereof shall in the opinion of the Authority concerned or his representative be urgently necessary and the tenderer is unwilling or unable to do the work and if the work so done by BSNL is work which in the opinion of the Authority concerned, the tenderer was liable to do at his own expense under the tender, all cost and charges properly incurred by BSNL in so doing shall on demand be paid by the tenderer to BSNL or may be deducted from any money due or which may become due to the tenderer, provided always that the Competent Authority or his representative shall as soon after the occurrence of any such emergency as may be reasonably practicable, notify the tenderer thereof in writing.

14. INDEMNITIES:

- 14.1 The Contractor shall at all times hold BSNL harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions, brought or procured against BSNL, its officers and employees and forthwith upon demand and without protect or demur to pay to BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition, the Contractor shall reimburse BSNL or pay to BSNL forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any

claim, damages and actions which may be brought against BSNL arising out of or incidental to or in connection with the operation covered by the Contractor.

14.2 The Contractor shall at his own cost at the BSNL's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting BSNL.

15 FORCE MAJEURE

15.1 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.

15.2 Provided also that if the contract is terminated under this clause, BSNL shall be at liberty to take over from the Contractor 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 Contractor 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.

16 TERMINATION OF THE TENDER BY BSNL :

BSNL may, at any time, at their option, cancel and terminate this tender by **thirty days** prior written notice to the Tenderer in which event, the Tenderer shall be entitled to payment for the work done up to the time of such issuance of cancellation / termination notice.

17 FORFEITURE CLAUSE :

17.1 If the tenderer shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall go into liquidation other than a voluntary one for the purpose of amalgamation or reconstruction or if the tenderer shall assign the tender without the consent in writing of BSNL or shall have an execution levied on his goods or if the Authority concerned shall certify in writing to BSNL that in his opinion, the tenderer had abandoned the work or without reasonable excuse has failed to commence the works or has suspended the work for three days after receiving a written intimation to proceed or is not executing the work in accordance with the tender or is persistently or flagrantly neglecting to carry out his obligations under the tender or to the detriment of good workmanship or in defiance of the instructions to the contrary, then BSNL may after giving 14 days notice in writing to the tenderer enter upon the site and expel the tenderer therefrom without thereby avoiding this tender or releasing the tenderer from any of his obligations or liabilities under the tender and may themselves complete the work or use such other tenderer for such completion under the provisions of the tender as they may think proper.

17.2 The Authority shall as soon as may be practicable after any such entry and subsequent

expulsion, fix and determine exparte or by or after reference to the parties or after such enquiries as he may think fit to make or institute and shall certify what amount if any had at the time of such entry or expulsion been reasonably earned by or would reasonably accrue to the tenderer in respect of the work then actually done by him under the tender.

17.3 If BSNL shall enter and expel the tenderer under this clause, it shall not be liable to pay to the tenderer any money on account of the tender until the expiration of the said period and thereafter until the cost of completion and maintenance, damages for delay and all other expenses incurred by BSNL have been ascertained and the amount thereof certified by PGM (Central). The tenderer shall then be entitled to receive only such sum or sums as the Authority concerned may certify as due to him upon due completion by him after deducting the said amount. But if such amount shall exceed the sum which would have been payable to the tenderer on due completion by him, then the tenderer shall on demand pay to BSNL , the amount of such excess and it shall be deemed a debt due by the tenderer to BSNL and shall be recoverable accordingly.

17.4 If the tenderer is terminated as aforesaid, the tenderer shall be paid by BSNL for all the works executed prior to the date of termination at the rates and prices provided in the tender and in addition:

- 1) the amount payable in respect of any preliminary items so far as the work or service comprised therein have been carried out or performed and a proper portion as certified by the concerned Authority of any such **items, the work or service comprised in which work been partially carried out or performed.**
- 2) **The cost of materials or goods reasonably ordered for the works or service which shall be delivered to the tenderer or which the tenderer is legally liable to accept for the delivery.**
- 3) **A sum to be certified by the concerned Authority being the amount of any expenditure reasonably incurred by the tenderer in expectation of completing the whole of the work or service in so far as the expenditure shall be covered by the payments in the sub clauses of this clause.**
- 4) Any additional sum payable under the provisions of the above sub clauses of this clause:

Provided that against any payment due from BSNL under this sub clause, BSNL shall be entitled to be credited with any outstanding balances due from the tenderer for advances in respect of materials if any and any sum previously paid by BSNL in respect of execution of the works.

18. SERVICE OF NOTICE

Any notice to be given to the tenderer under the terms of the tender shall be served by sending the same by post or leaving the same at the tenderer's principal place of business and any notice to be given to BSNL under the terms of the tender shall be served by post to or leaving the same at the Office of the Pr. General Manager (Central).

19 ARBITRATION:

a. ARBITRATION

19.1 Except as otherwise provided elsewhere in the contract, in the event of any disputes/ controversy or differences arising out of or relating to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and the parties shall thereupon make every effort to settle the same

amicably.

19.2 Where the parties are unable to settle the disputes through conciliation, the same shall be referred to sole arbitration of the Principal General Manager (Central) / Chief General Manager, BSNL, Chennai Telephones for referral of such disputes to a sole arbitrator (chosen from the names(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof and any notification issued or rules made thereunder from time to time. 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 (Central) / Chief General Manager, BSNL, Chennai Telephones or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the PGM(Central)/CGM, BSNL, Chennai Telephones, or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the PGM(Central)/CGM, BSNL, Chennai Telephones or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

19.3 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid 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.

19.4 The venue of the arbitration proceeding shall be the Office of Principal General Manager (Central) / Chief General Manager, BSNL, Chennai Telephones at Chennai or such other place as the arbitrator may decide

20 SET OFF:

20.1 Any sum of money due and payable to the Contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL or the Government or any other person or persons contracting through the Government of India and set off the same against any claim of BSNL or Government or such other person or persons for payment of a sum of money arising out of this contract made by the Contractor with BSNL or Government or such other person or persons contracting through Government of India.

21. COURT JURISDICTION

This contract is subject to the jurisdiction of courts at Chennai only.

SECTION-5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC) :

- 1) The period of contract is one year and extendable by mutual consent without change in the terms and conditions of tender and price and in writing.
- 2) The Authority reserves the right to terminate the agreement at any point of time in case of unsatisfactory performance by the Agency. In this regard, the decision of the Authority shall be final and binding on the Agency.
- 3) In the event of the Authority terminating the agreement in whole or in part pursuant to the above Para, the Authority may procure/engage, upon such terms and in such manner as it deems appropriate, services similar to those prescribed and the Agency shall be liable to the Authority for any excess cost for such similar services. However, the Agency shall continue the performance of the agreement to the extent not terminated.
- 4) The Authority reserves the right to accept the tender for the entire job or for a part of the job.
- 5) BSNL will have the right to increase or decrease up to 50% of the quantity of Services specified at cleaning activity without any change in the unit price or other terms and conditions at the time of award of contract.
- 6) For this works/services contract, in case of personnel/labourers being engaged for Housekeeping services by the bidder/contractor, for payment of Minimum Wages as per the GOI Notification revised time to time during the period of contract/extensions, (Section 8).
- 7) BSNL, shall at no point of time, shall be held responsible for engagement of additional personnel/labourers by the bidder/contractor and also for payment of minimum wages for the additional personnel labourers by the bidder/contractor, if deployed.
- 8) The Authority will not reimburse any charges or compensate for any loss of material or the injuries suffered by the workers engaged by the Agency during the period of agreement.
- 9) The Agency shall be responsible for the loss of any items and compensate in full the loss sustained by the Authority on account of damage of material during his discharge of House Keeping activities.
- 10) The Agency shall make arrangements for the cleanliness of all the area as specified by the Authority. The Agency shall ensure that the cleanliness is maintained all the time at all the places as specified by the Authority.
- 11) The Agency shall maintain the appropriate and relevant registers as specified by the Authority.
- 12) The Authority reserves the right to change the frequency and timings of cleaning activity for all the areas/ any area depending upon the administrative needs. The Authority also reserves the right to add or delete any activity along with their frequency and timings without any extra payment.
- 13) The responsibility for the safety of workers engaged by the Agency has to be borne entirely by the Agency only in addition to the supply of necessary safety gadgets to its workers such as gloves, face mask and other items based on the field requirement.
- 14) In case of any injury and/ or death to any of the workers engaged by the Agency at work, the

Agency is wholly responsible for the welfare of the worker / or deceased. The Authority or BSNL organization is in no way responsible for any such act and shall not pay any compensation. Insurance Policy to be obtained by contractor against injury/death of the workers engaged by contractors, so as to avoid litigations in future.

- 15) The instructions in respect of general discipline, behavior and cleanliness issued by the Authority shall be final and binding on the House Keeping workers employed.
- 16) Proper identity cards in a format prescribed by the Authority are to be issued by the Agency.
- 17) The Agency has to arrange to carry out the cleaning and sanitation works, keeping the following points in mind.
 - (a) The cleaned area should become totally dust-free and spotless, presenting a sparkling look.
 - (b) No bad odour should emanate from any part of the area.
 - (c) The cleaning should not spoil the natural shine and look of the furniture and other materials.
 - (d) The House Keeping activities should not cause any disturbance to the activities of the offices.
 - (e) The garbage should be neatly picked up and properly disposed in the dustbins provided by the Civic Body or at any other place/ places specified by the Authority.
- 18) The Agency shall submit Divisions wise bills in compliance with GST regime, on monthly basis as per agreed rates..
- 19) The Agency shall deploy only those persons whose antecedents have been verified by the Police.
- 20) The Authority shall not be liable to provide any residential accommodation or transport to the House Keeping Staff / Supervisors / Manager. No cooking or lodging shall be allowed inside the office premises.**
- 21) The Authority reserves the right to change the place of any Housekeeping activity. The Authority has also the right to check all the items enumerated at Sl. No.17 above. The Agency shall arrange to redo these items to the satisfaction of the Authority as and when necessitated at with agreed amount and with no additional charges.
- 22) The Agency shall not be permitted to transfer its rights and obligations under this agreement to any other person or organization.
- 23) The Agency is bound by the details and documents furnished by it to the Authority. In case, any of the details or documents furnished by it are found to be false at any stage, the Authority shall have the right to terminate the Agency without assigning any reason.
- 24) In case of breach of any of the terms of the agreement, Security Deposit amount is liable to be forfeited. Any sum of money due or payable to the Agency including the security deposit refundable to it under the agreement can be appropriated by the Authority from the Bills payable / any deposit / Guarantee of the Agency.

- 25) Any payment of taxes and other statutory duties / levies that arise during this agreement period by the Agency shall be the responsibility of the Agency. The Authority bears no responsibility in this regard.
- 26) The Agency may be called upon for the services on Sunday or Holidays also, if required.
- 27) The Agency shall immediately provide substitute in the event of any person taking leave from job due to his/her personal reasons. The delay by the agency in providing a substitute beyond 3 working days shall attract liquidated damages @ Rs. 200/-per day (Per such case) on the service providing agency, besides deduction in payment on Pro-rata basis.
- 28) On termination it shall be the duty of the Agency to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person creates any disruption hindrance / problem of any nature to BSNL Chennai Telephones.
- 29) The Agency shall furnish the names, contact telephone/mobile numbers, and addresses of persons to be deployed for the Housekeeping services.
- 30) Supervisor, Name, contact no., to be provided on daily basis. Supervisor should monitor the works and in case of any complaint regarding non-availability of labour on any day and cleaning work not carried out / deficiency in work, to be immediately attended by the supervisor.

SECTION 6

Locations of work cleaning area & other available fixtures(approx..)

ENCLOSED IN SEPARATE SHEET

SECTION-7 - Location wise Materials for monthly house keeping

(The material required location-wise are indicated in terms of monthly basis)

ENCLOSED IN SEPARATE SHEET

Section-8

The minimum wages shall be as per the Minimum wages notification issued time to time by Dy. Chief Labour Commissioner, Chennai and the latest one is as under:

No.1/8(5)/2019-LS-II
Government of India
Ministry of Labour & Employment
Office of the Chief Labour Commissioner(C)
New Delhi

Dated:27/3/2019

ORDER

In exercise of the powers conferred by the Central Government Vide Notification No. S.O.190(E) dated 19th January, 2017 of the Ministry of Labour & Employment, the undersigned hereby revise the rates of Variable Dearness Allowance on the basis of the average consumer price index number for the preceding period of six month ending on 31.12.2018 reaching 301.33 from 288.33 (Base 2001-100) and thereby resulting in an increase of 13 points for **Industrial workers** and direct that this order shall come into force w.e.f. 01.04.2019.

RATES OF V.D.A.FOR EMPLOYEES EMPLOYED IN “**Employment of Sweeping and Cleaning excluding activities prohibited under the Employment of Manual Scavengers and Construction of Dry Latrines (Prohibition) Act, 1993**”.

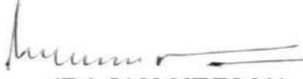
AREA	RATES OF V.D.A. PER DAY (in Rs.)
A	61
B	50
C	40

Therefore, the minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f 01.04.2019 shall be as under:-

AREA	RATES OF WAGES PLUS V.D.A PER DAY				
	Basic Wages (Rs.)		V.D.A (Rs.)		Total (Rs.)
A	523	+	61	=	584
B	437	+	50	=	487
C	350	+	40	=	390

The VDA has been rounded off to the next higher rupee as per the decision of the Minimum Wages Central Advisory Board.

The classification of workers under different categories will be same as in Part-I of the notification, whereas classification of cities will be same as in the Part-II of the notification dated 19th January, 2017. The present classification of cities into areas A, B & C is enclosed at Annexure I for ready reference.


(RAJAN VERMA)
CHIEF LABOUR COMMISSIONER(C)

As per list attached

SECTION 9

PRICE BID/FINANCIAL BID– SCHEDULE

e-TENDER No. DGM(C)/HK/2019-20 dated 01.05.2019

Description of the work – Housekeeping Services at Divisions of CENTRAL Zone QUOTATION FORM (Including Labour & Material cost) (Excluding GST)

S.No	NATURE OF SERVICE	QTY.	FREQUENCY	Rate/sq.ft/nos/Per month (Inclusive of Labour & Material) (excluding GST)	TOTAL Amount per month
01.	SWEEPING OF ENTIRE OFFICE PREMISES	66581 Sq.Ft.	Daily		
02.	MOPPING OF CORRIDORS AND PASSAGES	15398 Sq.Ft.	Daily		
03.	CLEANING OF FURNITURE, CARPET ETC.	7,693 Sq.Ft.	Daily		
04.	MOPPING OF EXCHANGE SWITCH ROOM & DLC	15,398 Sq.Ft.	Daily		
05.	CLEANING OF TOILETS	55 Nos.	Twice daily		
06.	CLEANING OF URINALS, WASH BASINS ETC.,	83 Nos.	Twice daily		
07.	CLEANING OF WATER DRUMS, WATER FILTERS & FILLING WATER	13 Nos.	Daily		
08.	CLEANING OF OFFICERS' CHAMBERS	35 Nos.	Daily		
09.	DUSTINGS OF FANS, LIGHTS, TUBE LIGHTS AND OTHER FITTINGS	1102 Nos.	Weekly		
10.	SPECIAL CLEANING OF TOILETS, URINALS, WASH BASINS ETC.,	138 Nos.	Weekly		
11.	SPECIAL CLEANING OF GLSSS PANELS	1,500 Sq.Ft.	Weekly		
GRAND TOTAL (Excluding GST) in Rs.					
(GST Registration No. should be invariably mentioned in the claim)					

(Rupees)/per month

Note: (1) BSNL reserves right to offer either all the works or only a few items depending upon the Circumstances.

(2) The Grand Total amount (excluding GST) will be criterion for evaluation purpose. Rate should be Quoted for all items of service compulsorily.

(3) The rates quoted include labour, cost of consumables as detailed in Section 7 and tools employed for cleaning works.

(4) The contractor should employ requisite manpower to maintain all the sites and the compensation to the manpower should be in accordance to the justification of Labour Act and Minimum wages Act in force.

Signature of the tenderer

Name :

Relationship with the company with Rubberstamp of the company

Annexure I

Declaration

I,son of,

Residing at

**..... hereby certify that no
addition / deletion / corrections have been made in the downloaded e-tender
document being submitted and it is identical to the e-tender document
appearing on e-tender Portal.**

Date:

Place:

Signature of the Tenderer/bidder

Name:_____

Address: _____

Annexure II

BIDDER PROFILE

1. NAME OF THE BIDDER/CONTRACTOR : _____
2. ADDRESS OF THE BIDDER/CONTRACTOR : _____
3. REGISTRATION DETAILS :
 - (i). GST : _____
 - (ii). LABOUR LICENCE : _____
 - (iii). REGISTRATION OF COMPANY : _____
 - (iv). EPF REGISTRATION : _____
 - (v). ESI REGISTRATION : _____
4. OWNER'S NAME : _____
5. INCOME TAX PAN NUMBER : _____
6. TELEPHONE / MOBILE NO : _____
FAX NO. : _____
7. CHENNAI ADDRESS : _____

8. BANK ACCOUNT NUMBER : _____
9. BANKER'S NAME & ADDRESS : _____
: _____
: _____
10. LIST OF MAJOR CLIENTS : _____

(ENCLOSE COPY OF CONTRACT ALONG WITH EXPERIENCE and PERFORMANCE DETAILS)

ANY OTHER INFORMATION/
DOCUMENTS WHICH MAY HELP : _____
IN ASSESSING BIDDERS ABILITIES

Annexure III

STATEMENT OF COMPLIANCE

To

The Pr. General Manager, (Central),
BSNL, Chennai Telephones,

Dear Sir/ Madam,

Sub:-Tender for “HOUSE KEEPING SERVICES” in all office premises/RSUs, situated at various places in DGM(C) area in Central Zone of Chennai Telephones -Regarding.

I have gone through the complete terms and conditions relating to the tender document of the “HOUSE KEEPING SERVICES” in all office premises/RSUs, situated at various places in DGM(C) area in Central Zone of Chennai Telephones and accept the same. I am herewith enclosing

(i) Bank Draft No. Dated
drawn on Bank for Rs
(Rupees..... only) alongwith tender as Earnest Money
Deposit
and

(ii) Bank Draft No. Dated
drawn on Bank for Rs
(Rupees..... only) along with tender as Tender
Document Fee

Place:

Date:

Signature of the Tenderer

Name in Block Letters:

Address:

Annexure IV

Advance Stamped Pre-Receipt

Received with thanks from the Accounts Officer (Claims Cash), Central Business Area, BSNL Chennai Telephones, Chennai-600 002 the sum of Rs -----(Rupees -----only) towards the refund of EMD paid at the time of submission of tender vide your receipt no.-----

Signature of the Tenderer

Place:

Date :

Annexure V
(in case the bidder is new vendor to BSNL)



VENDOR MASTER FORM



(The details listed will be used for making all payments against POs / WOs, refund of EMDs / SDs, intimation of payments by email, issue of TDS certificates, C Form for CST purchases etc.)

(*) Minimum Required Fields to be Filled by the Company/Vendor. Please Attach copies of the supporting documents.

Title* : Mr. Ms. M/s Dr.

Name* :

Address* :

Town/District* :

City* :

State* :

Postal/Pin code* : Country* :

Contact Details:

Telephone Number : Fax No. :

Email_id :

(Mandatory for E-Tendering)

Name of Contact Person : Mobile No. :

Alternate Contact Person : Mobile No. :

Tax information:

PAN :

Service Tax reg. no. :

LST (Local VAT reg.No.) : CST Reg. No :

Tax Registration no.
(for Foreign Vendors) :

Income Tax Exemption details:

IT exemption no. : IT exemption rate :

IT Exemption date :

IT exemption date from : IT exemption date to :

Excise Details:

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/ Bank Details:

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

Type of Account : Savings(10) ☐ Current(11) ☐

SWIFT Code :
(for Foreign Vendors)

IBAN :
(for Foreign Vendors)

(Enclose a blank Cheque / a photocopy of the Cheque to verify A/c No. & Bank details)

Industry Status:

Micro/ SSI Status : Yes ☐ No ☐

1. I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.
2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.

Note:

1. If PAN is not provided, TDS @20% will be deducted wherever applicable.
2. If Excise Registration/Service Tax Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.
3. If Bank Particulars are not provided, the payment will be made by Cheque only.
4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company / Vendor Authorized Signatory / Designation

Date:

Company Seal

(For Office Use)

Vendor Account Group : Payment Method :

TDS Type - Invoice : TDS Code - Invoice :

Checked by:	Authorized by (Finance)	SAP Vendor Master Created on	SAP Vendor Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Annexure VI

UNDERTAKING & DECLARATIONS

(A) - For understanding the terms & condition of Tender & Spec. of work.

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

.....
Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

(B) NO– NEAR-RELATIONSHIP CERTIFICATE:

Tender.No :

Due to open on :

To

The Pr. General Manager (NWO-Central)
BSNL Chennai Telephones
10, Dams Road , Anna Road Telephone Exchange
Chennai-600002.

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

Dated this..... Day of.....

.....
Signature of the tenderer
With date and seal

.....
(Name in Block Letters of the SIGNATORY)
In the Capacity of

Note:

In the case of proprietorship Firm, Certificate will be given by the proprietor. For partnership firm the certificate will be given by all the partners and in case of Limited Company by all the Directors of the Company. “Government of India / Financial Institution Nominees and Independent Non official directors appointed by Government of India or the Governor of the state are excluded from the purview of submission of Certificate”

(C) DECLARATION REGARDING NEVER DEBARRED/BLACKLISTED

I _____ Son of / Wife of Shri. _____
and Proprietor / Director / Partner of M/S _____ do hereby
solemnly affirm

1. That I am the sole Prop//Partner/Director of M/s _____

2. That I state & declared that the above firm M/s _____

has been never ever been debarred and / or blacklisted by any department of Central Govt. / State Govt. / PSU. / Public bodies / Municipalities.

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

Signature of the Prop/Partner/Director

(Shri./Smt./Miss _____)

Note: The signatory should not affect any variation in the text of declaration. Declaration in any other form shall not be acceptable and render the bidder for penal action as decided By BSNL.

**(D) CERTIFICATE OF MINIMUM WAGES & OTHER STATUTORY OBLIGATIONS
TO TO BE SUBMITTED BY THE TENDERER**

I/We

M/s-----

----- hereby certify that we shall comply with minimum wages Act that are to be paid to the labourers engaged by us vide latest rate as fixed by the Labour Commissioner . We also certify that we shall comply with the ESI, EPF, Bonus and other statutory charges regularly as per existing rules without any fail.

Date:

Place:

Signature of the bidder with seal

6(E) CLAUSE BY CLAUSE COMPLIANCE

SECTION NO	CLAUSE	COMPLIANCE

Signature of the Bidder

Annexure VII

AGREEMENT

e-TENDER No. DGM(C)/HK/2019-20 dated 01.05.2019

The successful Tenderer shall have to execute the following Agreement;

This agreement made on this day of **month**.....
(Year)..... between M/s. hereinafter called
“The Contractor” (which expression shall unless excluded by or repugnant to the context,
include its successors, heir, executors, administrative representative and assignee) of the one part
& BSNL-CHENNAI TELEPHONES hereinafter referred to as BSNL, of other part.

Whereas the contractor has offered to enter into contract with the said BSNL for
Works/Services Contract -“House Keeping services” in all office premises/RSUs, situated at
various places in DGM(C) area of Chennai Telephones on the terms and conditions herein
contained and have been duly accepted and where as 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 Contractor shall, during the period of this contract that is to say from to
..... Or completion of work for Rs... (In
words)..... Whichever is earlier or until this contract shall be
determined by such notice as is hereinafter mentioned, safely carry out, by means of
equipments /labours employed for the works as described in tender documents (annexed to
the agreement), when BSNL or Area Pr.GM/GM/ADDL.GM/DGM/AGM/DE or any other
persons authorized by BSNL-CHENNAI TELEPHONES in that behalf require. It is
understood by the contractor 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 (Technical and Financial), letter of intent,
approved rates, annexed hereto and such other additional particulars, instructions,
drawings, 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 contractor shall also supply the requisite number of workmen as well as tools,
appliances, machines, implements, vehicles for transportation, cartage etc. required for the
proper execution of works within the time prescribed in the work orders.
- 4) The contractor hereby declares that nobody connected with or in the employment of the
BSNL is not /shall not ever be admitted as partner in the contract.

- 5) The contractor shall abide by the terms and conditions, rules, guidelines, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and BSNL having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the parties presents have here in to set their respective hands and seals the day and year in _____

Above written:

Signed sealed & Delivered by
the above named Contractor in
the presence of.

Witness:

1.

2.

Signed & Delivered on behalf
of PGM (C) BSNL Chennai Telephones

Witness:

1.

2.

Annexure VIII

PERFORMANCE SECURITY GUARANTEE BOND

e-TENDER No. DGM(C)/HK/2019-20 dated 01.05.2019

In consideration of CGM BSNL, Chennai Telephones (hereinafter called 'BSNL, Chennai Telephones') having agreed to exempt _____ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/ Advance Work Order No. _____ dated _____ made between _____ and _____ for Works/Services Contract - "House Keeping" in all office premises/RSUs, situated at various places in DGM(C) area in Central Zone of Chennai Telephones, vide e-TENDER No. DGM(C)/HK/2019-20 dated 01.05.2019 ('hereinafter called 'the said agreement'), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of _____ (contractor(s)) do hereby undertake to pay to the BSNL, Chennai Telephones, an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by BSNL, Chennai Telephones, by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay amounts due and payable under this guarantee without any demur, merely on a demand from BSNL, Chennai Telephones, by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) 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 BSNL, Chennai Telephones, 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 _____.

3. We undertake to pay to the BSNL, Chennai Telephones, any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL, Chennai Telephones, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till _____ (office /department) BSNL, Chennai Telephones, certifies that the terms and conditions of the said agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of contract period + 6 months from the date hereof, we shall be discharged from all liabilities under this guarantee thereof.

5. We (name of the bank) _____further agree with the BSNL, Chennai Telephones, that the BSNL, Chennai Telephones, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL, Chennai Telephones, against the said contractor(s) or to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons or any such variations or extension being granted to the said contractor(s) or for the any forbearance, act or omission on the part of the BSNL, Chennai Telephones, or any indulgence by the BSNL, Chennai Telephones, to the said contractor(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. The Guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/ supplier(s) .

7. We (name of the bank)_____lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the BSNL, Chennai Telephones, in writing.

Dated the _____day of _____

for

(indicate the name of the bank)

Annexure IX

Bid Form

TENDER No. DGM(C)/HK/2019-20 dated 01.05.2019

To

PR. GENERAL MANAGER (C),
BSNL-CHENNAI TELEPHONES,
10, DAMS ROAD, ANNA ROAD TELEPHONE EXCHANGE
CHENNAI – 600002.

Dear Sir / Madam,

Having examined the conditions of contract and specifications including addenda No. the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of “House Keeping” in all office premises/RSUs, located at various places in DGM(C) area in Central Zone of Chennai Telephones in conformity with instructions issued by BSNL-CHENNAI TELEPHONES Central Area, on award of contract and specifications of Area DGMs / DEs / SDEs.

We undertake, if our Bid is accepted, will execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document and instructions from time to time during the execution of work.

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.

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

Dated thisday ofXXXX

Signature of Authorized Signatory.....

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Annexure X

Statutory Registrations undertaking

- (1) GST Registration details of Tamilnadu & Chennai
- (2) Have you obtained Labour Licence ? Yes/No
- (i) If Yes, give licence Number and enclose a copy
- (ii) If No, do you agree to get the licence as soon as the contract is agreed ?
- (3) Are you employing child labour ? Yes/No
- (4) Are you paying EPF & ESI contribution to your employees regularly ?
- (i) If Yes, registration particulars under EPF & ESI may be furnished and enclose a copy. Yes/No
- (ii) If No, are you exempted from EPF & ESI as per provision of the EPF & ESI Act ? Yes/No
- (iii) Do you agree to pay the EPF & ESI contribution regularly ? Yes/No
- (5) Are you ensuring payment of Minimum Wages to the work force ? Yes/No
- (6) Are You ensuring to pay bonus to the work force Yes/No

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

Date :

Signature of Authorized Signatory.....

In capacity of

Duly authorized to sign the bid for and on behalf of

Annexure XI

Letter of Authorization for attending Bid Opening Event.

(To be typed preferably on letter head of the company)

To

The Deputy General Manager (C),
10, DAMS ROAD, ANNA ROAD TELEPHONE EXCHANGE
CHENNAI 600002

Sub: Authorization for attending Bid Opening on _____ (Date)

Ref: E-Tender No.:

I/We hereby authorize Mr./Ms.-----and Mr./Ms.----- (alternative) whose signatures are attested below ,to attend the Bid Opening for the Tender mentioned above on our behalf.

Signature of Bidder/ Officer authorized to
sign on behalf of the Bidder

.....

Name of the Representative

.....

Signature of the Representative

.....

Name of the alternate Representative

.....

Signature of the Alternate Representative

Above Signatures Attested

Signature of Bidder/ Officer authorized to
sign on behalf of the Bidder

- Note. 1. Only one representative will be permitted to attend bid opening. 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/presented.

Annexure XII
(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 GST, 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.
	(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.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
	(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.
1(b) cont d.	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.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	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 :	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.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	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.	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.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
4.2	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>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.</p> <p>ii)Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor.</p> <p>iii)Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	<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.</p> <p>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/BG/SD;</p> <p>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.</p> <p>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 (a) for amount already paid by BSNL</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p>	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 29 of Section III or by any other legal tenable manner. 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>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
6	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	As above
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL CHTD or not.	
7	a) Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	i)Termination of PO/ WO. 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 CHTD for 3 years from date of issue of banning order. iii)Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.
	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.	iv) Legal action will be initiated by BSNL against the Vendor if required.
	c) tampers with the billing related data/ invoicing/ account of the Customer/ 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.	

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
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> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
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 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. 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>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
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. b)in spite of court orders	iii) Take legal recourse i.e. filing recovery suite in appropriate court. Termination of contract, if any. 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 CHTD 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/ GST/ 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:	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 CHTD for 3 years from date of issue of banning order.
	(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.	

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
13	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL CHTD is just and proper to order for banning of business dealing with a vendor/ supplier.	
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.		

END OF THE E-TENDER DOCUMENT

SECTION -6
HOUSEKEEPING SERVICE DETAILS IN ALL OFFICE PREMISES / RSUs IN CENTRAL ZONE

Sl.No.	Office Address	Nature of service										
		SWEEPING OF ENTIRE OFFICE PREMISES (In SQ. FT.)	MOPPING OF CORRIDORS AND PASSAGES (In SQ. FT.)	CLEANING OF FURNITURE , CARPETS ETC. (In SQ. FT.)	MOPPING OF Xge. Switch ROOM & DLC (In SQ. FT.)	CLEANING OF TOILETS (In Nos.)	CLEANING OF URINALS, WASH BASINS ETC. (In Nos.)	CLEANING OF WATER DRUMS, WATER FILTERS & FILLING WATER (In Nos.)	CLEANING OF OFFICERS' CHAMBERS (In Nos.)	DUSTINGS OF FANS, LIGHTS, TUBE LIGHTS AND OTHER FITTINGS (In Nos.)	SPECIAL CLEANING OF TOILETS, URINALS, WASH BASINS ETC. (In Nos.)	SPECIAL CLEANING OF GLASS PANELS (In SQ. FT.)
1	Teleshoppee, GRD	Daily 8120	Daily 4100	Daily 1000	Daily 0	Twice Daily 2	Twice Daily 2	Daily 2	Daily 2	Weekly 30	Weekly 4	Weekly 1500
2	Spencer Plaza RSU	1227	300	100	400	0	0	0	0	7	0	
3	Triplicane RSU	2560	250	386	600	3	5	0	3	115	8	
4	Ice House RSU	2230	350	100	550	2	5	1	2	83	7	
5	Peters Road RSU	2280	600	193	468	2	3	1	1	79	5	
6	Chetpet RSU	2042	450	300	1000	4	2	0	0	46	6	
7	Income Tax RSU	2400	800	400	365	2	2	1	1	27	4	
8	Sait Colony RSU	2500	100	500	800	3	4	1	2	41	7	
9	Cathedral Road RSU	1200	580	600	900	4	6	1	2	75	10	
10	Greams Road RSU	6500	1580	1000	1000	2	4	0	4	150	6	
11	Gopalapuram RSU	4058	1500	800	1000	6	8	0	1	47	14	
12	Royapettah RSU	2400	550	492	250	2	2	1	3	97	4	
13	North T.Nagar RSU	2700	498	528	524	2	4	3	3	83	6	
14	Vanimahai RSU	6580	840	840	744	6	9	0	6	119	15	
15	Tirumalai Road RSU	7077	900	254	529	4	6	0	3	30	10	
16	Dinroze RSU	12707	2000	200	300	11	21	2	2	73	32	
	TOTAL	66,581	15,398	7,693	9,430	55	83	13	35	1102	138	1,500

SECTION - 7

LIST OF LOCATION WISE MATERIALS TO BE SUPPLIED MONTHLY BY THE TENDERER

Sl. No	Office Address	Materials												
		Brooms (for open yard)	Soft Brooms	Mopping Sticks	Dusters	Brooms for toilets	Cleaning Powder	Soap oil	Phenol	Napthalene Balls (in Kgs)	Urinal Cakes	Room Freshner	Room Spray	Cleaning Acid
1	Teleshoppee, GRD	3	3	3	4	1	3	5	15	200 gms	5	5	3	1
2	Spencer Plaza RSU	1	1	1	1	1	1	1	2	100 gms	2	1	1	2
3	Triplicane RSU	1	1	1	2	1	2	2	5	200 gms	5	3	2	2
4	Ice House RSU	1	1	1	2	1	2	2	5	200 gms	5	3	2	2
5	Peters Road RSU	1	1	1	2	1	2	2	5	200 gms	5	3	2	2
6	Chetpet RSU	1	1	1	2	1	2	2	5	200 gms	5	3	2	2
7	Income Tax RSU	1	1	1	2	1	2	2	5	200 gms	5	3	2	2
8	Sait Colony RSU	1	1	1	2	1	2	2	5	200 gms	5	3	2	2
9	Cathedral Road RSU	1	1	1	2	1	2	2	5	200 gms	5	3	2	2
10	Greams Road RSU	1	1	1	2	1	2	2	5	200 gms	5	3	2	2
11	Gopalapuram RSU	1	1	1	2	1	2	2	5	200 gms	5	3	2	2
12	Royapettah RSU	1	1	1	2	1	2	2	5	200 gms	5	3	2	2
13	North T.Nagar RSU	1	1	1	2	1	2	2	5	200 gms	5	3	2	2
14	Vanimahall RSU	1	1	1	2	1	2	2	5	200 gms	5	3	2	2
15	Tirumalai Road RSU	1	1	1	2	1	2	2	5	200 gms	5	3	2	2
16	Dinroze RSU	4	4	4	5	2	4	7	20	400gms	10	8	5	4