

**भारत संचार निगम लिमिटेड**  
( भारत सरकार का उपक्रम )

**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

## **Bharat Sanchar Nigam Limited**

(A Government of India Enterprise)

Office of the Principal General Manager, 6<sup>th</sup> Floor, Flower Bazaar Telephone  
Exchange New Buildings, Chennai 600001.

### **E-TENDER DOCUMENT FOR PROVIDING MAN POWER ASSISTANCE ON WORKS CONTRACT BASIS FOR HOUSE KEEPING SERVICES IN HARBOUR DIVISION FOR THE YEAR 2020-2021**

TENDER NO: PGM(N)/DGM NE/HK/2020-2021/1 dated 07.09.2020

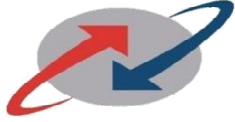
**Office of the Principal General Manager, North, BSNL, 6<sup>th</sup> Floor,  
Flower Bazaar Telephone Exchange New Buildings, Chennai 600001**

**E-TENDER FOR Providing man power assistance on work contract basis for house keeping  
services in HARBOUR Division for the year 2020-2021**

**INDEX**

<b>SL NO</b>	<b>DESCRIPTION</b>	<b>PAGE NO</b>
1.	NOTICE INVITING TENDER	3
2.	INSTRUCTIONS, TERMS AND CONDITIONS	10
3.	SPECIAL CONDITIONS	33
4.	SCOPE OF WORK	46
5.	AGREEMENT	49
6.	CHECK LIST	54
7	FINANCIAL BID	55
8	ADVANCE STAMPED PRE RECEIPT	58
9	DECLARATION OF NON BLACK LIST	59
10	ANNEXURE 'A'	60
11	ANNEXURE 'B'	61
12	ANNEXURE 'D'	62
13	ANNEXURE 'E'	63

**NOTE :**All the pages should be signed by the E-Tenderer and submitted.



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**Office of the Principal General Manager, North, BSNL,**  
**6<sup>th</sup>Floor, Flower Bazaar Telephone Exchange New Buildings,**  
**Chennai 600001**

**NOTICE INVITING TENDER**

NO.PGM(N)/DGM NE/HK/2020-2021/1 DATED AT CH-1, THE 07.09.2020.

Description of E- Tender

Tender for Providing man power assistance on work contract basis for housekeeping services in Harbour Division for the year 2020-2021.

1.	Name of Work	House Keeping
2.	Office of Issue	Harbour Division
3.	Contact information	Tel:044-25264343 Mobile:9444976843
4.	Cost of Tender form	Rs.500+18%-GST Tax = Rs 590/-
5.	Earnest Money Deposit (EMD)	Rs.23921/-
6.	Annual Estimated Cost of the Tender	Rs.1196060/-
7.	Security Deposit	5% of Annual Estimated cost of the Tender
8.	Sale of document from	16.11.2020 11.00 Hrs
9.	Last date for issue of Tender forms	07.12.2020 up to 15.00 Hrs
10.	Last date and time for receipt of Tender	08.12.2020 up to 14.00 hrs
11.	Tender Opening date and time	08.12.2020 at 15.00 Hrs

1. Tender Documents can be had from AO (C&A) NE, FBR Exch., NSC Bose Road, Chennai -1 by paying Rs 590/- by cash or DD payable at Chennai in the name of AO (C&A) NE, BSNL, Chennai Telephones. EMD is to be paid in the form of crossed DD drawn on any Nationalized Bank in favour of Accounts Officer, (C&A) NE, BSNL, CHTD, Chennai, payable at Chennai and enclosed along with the tender documents.
2. The complete set of tender documents can also be downloaded from our website [www.chennai.bsnl.co.in](http://www.chennai.bsnl.co.in). The tender submitted on such a form shall be considered valid for participating in the tender process. Such tender documents should be accompanied along with a crossed DD for Rs.590/- (Rupees Five hundred and ninety only) drawn in favour of, AO(C&A) NE BSNL Chennai Telephones, payable at Chennai. Tender documents may be issued to NSIC holders free of cost on production of documentary proof (i.e. Self-attested copy of registration certificate with NSIC). **Amendments if any to the Tender document will be notified in the above website as and when they are made. It is the responsibility of the vendors who have downloaded the tender document to note these amendments and submit tenders accordingly.**

3. All the mandatory / eligibility documents mentioned in the tender document should be scanned and uploaded in the E- tender portal, non-receipt of any of the mandatory documents, is liable for rejection.
4. Late and delayed tenders shall not be considered.
5. If the tender opening day happens to be a holiday, the tender will be opened at the same time on the next working day.
6. The tenderer will be bound by all terms, conditions and specifications as detailed in this tender documents. The tender, which is not accompanied by the requisite bid security, shall be summarily rejected.
7. The cost of tender document is neither refundable nor transferable. This office is not responsible for any postal delay.
8. Further information regarding the tender, can be had from the officer calling the tender or from our website or from this office on any working day between 10:00 Hrs and 16:00 Hrs.
9. **The Principal General Manager (N), Chennai Telephones** reserves the right to award the work to one or more contractors, reject any tender without specifying any reasons and to terminate the contract at any time. The **Principal General Manager, (N), Chennai Telephones**, also reserves the right to award the work on nomination basis if it is found required in the interest of BSNL. The Bidders should not **add / alter** any clause of the conditions to the tender.

**Section I: Part I**

**TENDER SCHEDULE FOR Providing man power assistance on work contract basis for housekeeping services in Harbour Division for the year 2020-2021.**

From:

To

Sir/Madam,

Sub: Tender for House Keeping Services - Reg.

I/We hereby offer my/our tender for Providing man power assistance on work contract basis for housekeeping **services in Harbour Division for the year 2020-2021** as required by your office as per terms and conditions of NIT..

**Towards the tender form cost, I/We enclose herewith a Cash receipt for Rs.590/-or a Demand draft for Rs.590/-drawn in favour of Accounts Officer, (C&A) NE, BSNL Chennai, payable at Chennai. In addition I/We also enclose Cash receipt or Demand draft for the amount drawn in favour of Accounts Officer, (C&A) NE, BSNL Chennai, payable at Chennai towards EMD.**

If the tender is accepted I/we agree to abide by the conditions framed in the above tender notice.

Thanking you,

Place:

Yours faithfully

Date:

Signature of the tenderer Address with pincode with seal.

SECTION – 1 : PART II

A. CERTIFICATE FOR THE DOCUMENTS DOWN LOADED FROM BSNL WEBSITE.

In case the tender document is downloaded from the web site a declaration in the following proforma has to be furnished :

"I..... (Authorised signatory) hereby declare that the tender document for .....

submitted has been downloaded from the website <http://www.chennai.bsnl.co.in> and no addition/deletion/correction has been made in the tender schedule downloaded. I also declare that I have enclosed a DD/Bankers Cheque No. .... Dated .....for Rs..... towards the cost of tender document along with EMD in the qualifying bid".

In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation.

**SIGNATURE OF THE BIDDER WITH SEAL**

## **SECTION-II- BID FORM**

To

Sir,

Having examined the conditions of contract and specifications given in tender document, the receipt of which is hereby duly acknowledged, we the undersigned, offer to execute the work of housekeeping in conformity with said conditions of contract and specifications as may be ascertained in accordance with the approved rates attached herewith and made part to the Bid.

We undertake, if our Bid is accepted, we will execute the work in accordance with specifications, time limits and terms and conditions stipulated in Bid document.

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 (Qualifying Bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

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

Dated this ..... day of..... (The Year)

Signature of Authorized Signatory.....

In capacity of .....

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

Witness.....

Address.....

Signature.....

## SECTION III

### **PART-I- BIDDERS PROFILE**

1	Name of the tenderer / firm	
2	Address of the firm	
3	E mail Address	
4	Registration & incorporation particulars of the firm: Proprietorship Partnership Private/Limited/Public Limited(Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law)	
5	Name of Proprietor/Partners/Directors	
6	Bidder's bank, its address and bidder's Current Account Number	
7	Permanent Income Tax number, Income Tax circle (Please attach a copy of last income tax return)	
8	Goods and Service Tax No	
9	Whether the firm/tenderer registered with EPF Commissioner If so, furnish code Number, and proof of valid registration	
10	Whether the firm/tenderer registered with ESI. If so, furnish code Number, and proof of valid registration	

I/We hereby declare that the information furnished above is true and correct.

Place:

Date:

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....



## **SECTION-(III) : PART- II**

### **CERTIFICATE OF NON-PARTICIPATION OF NEAR RELATIVES IN THE TENDER**

I, ..... Son of ..... hereby  
certify that none of my relatives as defined hereunder is/are employed in BSNL in Chennai Telephones.

**Relatives include:-**

- a) Members of a Hindu Undivided Family
- b) Husband or Wife
- c) The one is related to the other in the manner as father, mother, son, son's wife (daughter-in-law), daughter's husband (Son-in-law), brother, brother's wife, sister, and sister's husband (brother-in-law).

**Place :**

**Signature of Tenderer**

**Date:**

**Rubber Stamp**

**Note :** In case of proprietorship firms, the certificate shall be given by the proprietor, for partnership firm, the certificate will be given by all the partners, and in case of Limited Company, the certificate will be given by all the Directors of the Company.

In case of any breach of these conditions by the Company or firm or any other person, the tender/ work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. BSNL will not pay any damages to the company or firm or concerned person on this account. The company or firm or the person will also be debarred for further participation in Chennai Telephones.



**BHARAT SANCHAR NIGAM LIMITED**  
(A GOVT OF INDIA ENTERPRISE)

OFFICE OF THE PRINCIPAL GENERAL MANAGER, NORTH, BSNL  
6<sup>th</sup> Floor, Flower Bazaar Telephone Exchange New Buildings, Chennai-  
600001.

**SECTION -IV - INSTRUCTIONS TO BIDDERS**

**1. INTRODUCTION**

BHARAT SANCHAR NIGAM LIMITED (BSNL), is a Public Sector Enterprise, owned by Government of India, with the dominant market share in the Wire line Telephony, Wireless Telephony, Broadband & Internet services besides other data services like MPLS-VPN, Leased circuits etc. BSNL is largest Internet Service Provider (ISP) of India. As a leading telecom service provider, BSNL controls a wide range of telecom infrastructure such as Main Exchange Buildings, RSU Exchange Buildings, Transmission Centre Buildings, BTS sites, Billing Centers, Customer Care Centers etc. .

**2. The following terms, wherever referred to in this tender document, shall mean as shown hereunder:-**

2.(a) "Accounts Officer" means "Accounts Officer, (C&A) NE, BSNL Chennai - 1 or any other BSNL officer duly authorized by the Accounts Officer on his behalf.

2.(b) "BSNL" or "Company" means "Bharat Sanchar Nigam Limited" which is a Government of India Enterprise.

2.(c) "Contract" denotes the accepted tender for which orders of Final Acceptance of Tender have been issued.

2.(d) "Contractor" denotes the successful tenderer who has paid the Security Deposit and executed the prescribed Agreement with BSNL after acceptance of his tender by the BSNL and orders of Final Acceptance of Tender thereto has been issued in his favour.

2.(e) "Demand Draft" or "DD" means any Demand Draft or Banker's Cheque drawn on any nationalized or scheduled bank in favour of the Accounts Officer, (C&A) NE, BSNL Chennai -1 and payable at Chennai . The instrument should have been crossed "Account Payee only".

2.(f) "General Manager" means "General Manager (North) BSNL Chennai Telephones" and the officers authorized by the General Manager on his behalf.

2. (g) "Jurisdiction" in the context of the "General Manager" or "Chennai Telephone District" means Harbour External Division.

2.(h) "Receipts" denotes the receipts in the BSNL form ACG-67 issued by the Accounts Officer in proof of cash or Demand Draft received and accounted for by him.

2.(i) "Relative" means father, mother, husband, wife, son, son's wife, daughter, daughter's husband, brother, brother's wife, sister, sister's husband and members of a Hindu Undivided Family.

2.(j) "Tender Document" means these pages and, includes and comprises of all the pages, enclosures, annexure, appendices, statements, declarations, tender sheet, rate sheet, notice inviting the tender, maps, drawings, schedules, and any other instructions, terms and conditions specific to the tender referred to therein. In other words, it denotes the entire contents of the tender cover to cover. The tender document is not transferable to tenderers other than in whose name it has been issued.

2.(k) "VALIDITY PERIOD" IN THE CONTEXT OF THE PERIOD OF CONTRACT WILL BE INITIALLY FOR A PERIOD OF ONE YEAR FROM THE DATE OF AWARD OF CONTRACT SUBJECT TO REVIEW OF PERFORMANCE EVERY THREE MONTHS AND WILL BE EXTENDABLE ONE YEAR AT THE DISCRETION OF PRINCIPAL GENERAL MANAGER (NORTH) BSNL CHENNAI TELEPHONES AFTER THE EXPIRY OF PERIOD OF CONTRACT.

FOR A PERIOD OF NOT MORE THAN ONE YEAR, IN SUCH CASES, THE CONTRACTOR HAS TO PAY ADDITIONAL S.D 5% FOR THE EXTENDED PERIOD.

2.(l) "Wax / PVC Tape Sealed" means sealing the envelope or envelopes with wax/PVC tape containing the bid document so as to guard against access to the bid document inside the envelope after bid envelope is closed by the tenderer. The Tender Opening Authority shall have powers to refuse to open any tender which has not been securely sealed with wax/PVC tape.

2.(m) "Work" means the contractual services for which the tender has been called for as notified in the notice inviting the tender and defined in the tender document. The quantity of work, supplies or services ordered may vary from the estimated quantity as notified in the tender document and shall be based on actual requirements.

3. Any money payable on account of this tender, including Cost of the Tender Document, Earnest Money Deposit and Security Deposit, shall be paid to the Accounts Officer (Cash) either in cash or by DD between 1000 hours and 15 00 hours on any of the working days during the notified period and receipts there of shall be obtained from the Accounts Officer immediately on, tendering such money. Payment by cheques, money order, postal order, or by any other mode other than by cash/demand draft or by way of adjusting credit available with the BSNL on account of any earlier payments shall not be accepted.

#### **4. ELIGIBILITY CONDITIONS:**

**4.1, The Firm / agency should be registered under Companies Act or any other appropriate authority to** authorize for deployment of manpower services. 4.2. The Bidders intending to bid should preferably be registered with Assistant Labour Commissioner of Govt of India for valid license and Central Excise Department for Service Tax.

**4.3. The service provider should have minimum two years' experience of providing manpower to various Government Departments, Public Sector Undertaking and Autonomous Organizations of Govt. of India/ States of India. A copy of such experience certificate should be enclosed along with qualifying bid attested by an Officer not below the rank of AGM in BSNL or equivalent rank in case of State /Central Govt/Public Sector Undertaking.**

**4.4. The turnover of the firm / agency for the last two years should not be less than Rs.50 Lakhs/Annum.**

**4.5.The Agency should submit PAN and Service Tax Registration Number in their firm's name.**

**4.6. The firm/agency should have Employees Provident Account No. and ESI No. in their name.**

#### **5. BID DOCUMENTS : The Bid Documents include:**

- **Qualifying Bid**
- **Notice Inviting Tender.**
- **Bid Form.**
- **Bidder's Profile and certificate of near relatives**
- **Instruction to Bidders.**
- **General (Commercial) Conditions of the contract.**
- **Special Conditions of Contract.**
- **Scope of work and jurisdiction of the contract.**
- **Agreement (Sample).**
- **Letter of Authorization for Attending Bid Opening.**
- **List of Documents to be submitted along with the Qualifying bid.**

#### **6.AMENDMENT OF BID DOCUMENTS:**

**6(1) At any time, prior to the date for submission of bids, the BSNL may, for any reason whether suo-moto or in response to clarification requested by a prospective Bidder, modify the bid documents by amendments.**

**6(2)The amendments shall be notified in writing to all prospective bidders on the address intimated at the time of purchase of bid documents from the BSNL and these amendments will be binding on them. Same shall be uploaded on the website as mentioned in NIT. Intending bidders shall be responsible to see the amendment and submit their bid accordingly. BSNL shall not be responsible for any rejection of bids due to non-compliance by the bidders for any lapse or oversight.**

6(3) In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the BSNL may, at its discretion, extend the last date for the submission/opening of bids suitably.

**7.. HOW TO GET THE TENDER FORM :**The Tender Documents can be obtained from the Accounts Officer (NE), BSNL, Chennai Telephones, Flower Bazaar Buildings, Chennai-1 on production of cash receipt issued by the Office Cash counter for Rs. 590/-(Rupees Five hundred and ninety only) .The payment may be made in cash between 1000 hrs to 1500 hrs on all working days from 16.11.2020 to 07.12.2020 The Tender Document fee can also be paid in the form of Crossed Demand Draft/Banker's Cheque drawn in favour of Accounts Officer, (C&A) NE, BSNL Chennai -1 payable at Chennai.

7.1 Tender form can also be downloaded from the web site "www.chennai.bsnl.co.in" and such downloaded forms must be submitted along with Separate Demand draft for Rs 590 /- only( Rupees Five hundred ninety only) drawn in the favour of "Accounts Officer, (C&A) NE, BSNL Chennai -1 payable at Chennai, towards the cost of the tender schedule. . The bidder shall bear all costs associated with preparation and submission of the bid. BSNL in no case shall be responsible for these costs regardless of the conduct or outcome of the bidding process.

7.2. The tender document will be issued free of cost on production of NSIC certificate. For issue of such documents free, the bidder should submit details of their current registration with NSIC along with their approved Monetary limit. They will be issued the documents free if the value of procurement/ work is within their monetary limit.

**8. EARNEST MONEY&SECURITY DEPOSIT :** The work of House Keeping Services in Harbour Division, Chennai.

Name of the work	Estimated cost	EMD amount
Providing Contractual Manpower for Harbour External Division, Chennai-1	Rs.1196060/-	Rs 23921/-

8.1. Earnest Money deposit Rs.23921/- in the form of only cash/demand draft/pay order (minimum validity of six months) drawn in favour of Accounts Officer, (C&A) NE, BSNL Chennai -1 payable at Chennai should be submitted along with the bid. The tenderer should pay EMD failing which the bids will not be considered valid. The EMD of unsuccessful bidders will be refunded after the award of contract. The successful tenderer will be required to pay a Security Deposit of 5% of the total Annual Estimated cost within 15 days from the date of receipt of intimation and the EMD of successful bidders will be treated as part of security deposit and the balance of Security deposit after adjusting EMD and SD as noted below should be paid immediately after the receipt of intimation.

Area	Estimated cost	EMD PAID = 2% of total Annual Estimated cost	SECURITY DEPOSIT	EMD ADJUSTED AGAINST SD	Balance SD to be paid
HBR DIVISION		Rs 23921/-	5% total Annual Estimated cost		

8. 2 The security Deposit will not carry any interest. Security Deposit will be refunded to the awarded tenderer after due fulfillment of the contract period. The Security Deposit can be accepted in cash in the cash counter of this office or in the form of crossed Demand Draft obtained from any Nationalized Bank payable at Chennai and the DD should be drawn in favour of the Accounts Officer, (C&A) NE, BSNL Chennai -1 payable at Chennai. Failing which .the final acceptance of tender shall automatically stand cancelled and the Earnest Money Deposit shall be forfeited to the BSNL without any notice to the tenderer. Security Deposit may also be paid in the form of Performance Bank Guarantee for an equivalent amount of 5% of Annual Estimated Cost., executed by Scheduled or Nationalized Bank for successful tender for a period of 30 months or up to a period of tender is extended whichever is later.

8. 3. The Earnest Money Deposit and the Security Deposit shall be forfeited to the Company in case the successful tenderer backs out at any time, or fails to comply with or neglects to satisfactory performance of the tendered work or violates any of the terms and conditions of the tender. EMD/ SD must be paid through the above said modes only. Other modes of payments will not be accepted. Any SD outstanding for the contacts of past period will not be adjusted for the SD for the present tender.

**8.4. EXEMPTION FROM PAYMENT OF BID SECURITY DEPOSIT.**

No exemption under NSIC, if monetary tender value exceeds the limit of Rs. 50 lakhs

8. 5. The Security Deposit / Performance Bank Guarantee will be effective from the date of awarding the tender shall be refunded to the Contractor after satisfactory completion of the tendered work in all respects and after expiry of the prescribed warranty or guarantee or any other such future period prescribed in the tender and after deducting any money due to BSNL from the Contractor on any account including liquidated damages levied or, loss or damage suffered by BSNL on its assets or stores or reputation due to omissions and commissions on the part of the Contractor or due to any reason attributable to the deeds or misdeeds of the Contractor...

## 9). PROCEDURE FOR SUBMISSION OF TENDER

Tenderers should quote their rate of service charge in terms of amount per unit per month in the Financial Bid (Rate Quoted Sheet). The rates should be quoted in rupees both in words and figures. In the rate quotation sheet the tenderers can quote the rate.

9.1 The Service Charge includes Minimum bonus Payable to the Person engaged by contractors, maintenance and supervisory expenditure of the agency.

9.2 The approved by BSNL will remain the same throughout the contract period.

9.3 The tenderer should submit the following documents.

The tenderer should submit three Envelopes separately as shown below.

Envelope	The Envelope should contain
Envelope A (Qualifying Bid)	DD for cost of the tender document DD for Bid Security (EMD) or Valid NSIC Certificate for Harbour Division
Envelope B (Technical Bid)	All the Mandatory documents mentioned in Clause 10 (S no. I to xiii)
Envelope C (Financial Bid)	Financial bid as in Page no.55

The above three Envelopes properly sealed and shall be again kept in a single sealed cover for each zone separately addressed to

THE DIVISIONAL ENGINEER,  
BSNL CHENNAI TELEPHONES,  
HARBOUR EXTERNAL,  
SECOND LINE BEACH, CHENNAI-1

“TENDER FOR PROVIDING HOUSE KEEPING SERVICES IN HARBOUR EXTERNAL DIVISION FOR THE YEAR 2020-2021 “along with the Name and address and phone number of the Tenderer written on it.

The above cover may be dropped in the Tender box kept for this purpose in front of the chamber of DE OFFICE at SECOND LINE BEACH, Chennai-600001 before 08.12.2020 @ 14:00 Hrs or may be sent by Registered Post with acknowledgement due to reach this office before the due date and time.

Delay in postal transit will not be accepted as a valid reason for condoning delay in submission of tender. No separate acknowledgement will be given for the envelope said to contain Tender offer either sent through post or dropped in the Tender box.

**10) Documents to be submitted with the Technical Bid are as under:-**

- ❖ i) Copy of the Registration Certificate of the agency issued by the authority duly authorised by State/Central Govt. Officer.
- ❖ ii) Attested copy of Registration Certificate issued by the Registrar of Companies in case of Registered Company or Partnership Deed in case of Partnership firm or Affidavit of sole proprietor in case of proprietorship concern or any other appropriate legal document to establish the bonafides of the tenderer.
- ❖ iii) Valid EPF Code No. and proof of registration with EPF Authorities.(attested copies ) to be enclosed with the tender . Originals should be shown before awarding the contract.
  - iv) Valid ESI code No., Copy of ESI Registration Proof and payment certificate from ESI Department duly attested by State/Central Govt Officers. The contractor is fully responsible for any failure, towards the non payment of ESI/EPF/ST which may lead to penalty by the concerned authorities. The responsibility will continue even after the tenure of the contract. Taking the station of principal employer for all contractors for ESI coverage, the ESI deductions have to be made from all the contract labourers and accordingly ESI facility have to be extended to them .
  - v) Copy of GST Tax / GST Registration Certificate issued by State/Central Govt Officers for carrying out House keeping and Conservancy works duly attested..
  - vi) Copy of experience Certificate for 2 years period obtained from an officer not below the rank of Assistant General Manager in BSNL or equivalent Rank in case of State/Central Government Departments/Public Sector undertakings of State/Central Government.
  - vii) Proof of turn over not less than Rs.50,00,000/- [Rupees Fifty lakhs only ] or more per annum during the above period and duly attested by State/Central Govt Officer
  - viii) ACG 67 receipt issued by the Accounts Officer, (C&A) NE, BSNL Chennai -1 payable at Chennai. towards payment of EMD / Demand Draft in original
  - ix) Original tender document duly filled in and self attested on all pages. Each correction or overwriting shall be attested with full signature of the tenderer, failing which the tender shall be summarily rejected.
  - x) In case the tender document is signed by one of the Partners of the Partnership concern or by an authorized representative of the partnership firm, consent letter signed by all the partners of the partnership firm authorizing the signatory to sign the tender document.
  - xi) In case the tender document is signed by an authorized representative of the individual tenderer, attested copy of the power of attorney authorizing the signatory to sign the tender document.



xii) Declaration signed by the signatory of the tender document in the proforma attached to the effect that no relative of the tenderer or any of the Directors of the tendering Company or any of the Partners of the tendering firm is working in BSNL.

xiii) Proof for payment of cost of tender document and in case of downloaded form, DD for Rs. 590/- drawn in favour of Accounts Officer, (C&A) NE, BSNL Chennai -1 payable at Chennai..(should be put in EMD cover).

Non submission of any or all of the above document will be liable for not considering/opening of the commercial bid of the particular tenderer and also it will result in the Rejection of the Bid. Documents submitted at the /after time of opening will not be considered.

**11. POSTPONEMENT OF BID OPENING:** Wherever it is considered necessary to postpone the opening date of tenders, decision will be taken and communicated to the Bidders who have purchased the Bid documents. The reasons for postponing the tender shall be recorded in writing. Such notice of extension of date of opening shall also be published in newspaper. If the date of opening of bids is declared as holiday, the bids will be opened on the next working date at the same time and venue.

11.1. The Bharat Sanchar Nigam Limited if subsequently declares date fixed for opening of bids as holiday, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

**12. LATE BIDS:** Bids will not be received after the specified time of closing of the Bid and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the Bidder that he should ensure timely submission of Bid.

**13. MODIFICATIONS AND WITHDRAWAL OF BIDS:** No bid shall be allowed to be modified/ withdrawn after the submission of bids.

**14. SUMMARY OF REJECTION CONDITIONS:** Bidders should note that the bid shall be summarily rejected by Tender Opening Committee, if any one of the following conditions is not followed by the bidder:

14.1. In case of downloaded tender form, if bid is received without cost of the tender form (in form of DD) or cost is less than that of the cost of tender forms.

14.2. If the Bid security (EMD) is not submitted as per tender condition or amount drawn is less.

14.3. If the DD for bid security/cost of tender form is not drawn as given in NIT.

14.4. Bid for each tender should be submitted in three envelopes placed inside a main cover as in clause 10 to 14.4 of part IV, otherwise tender will be rejected

14.5. If bids are not sealed properly. Bids should be sealed with sealing wax/packing PVC tape only. Bids sealed with gum or stapler shall be summarily rejected.

14.6. Bids with conditions other than those specified in the Bid document is liable to be summarily rejected.

14.7. LATE BIDS: Bids will not be received after the specified time of closing of the Bid and the same shall be rejected and returned unopened to the bidder.

14.8. If there is discrepancy between words and figures, the amount in words shall prevail. If the Contractor does not accept the correction of the errors, his bid shall be rejected.

#### 14.9. Canvassing of any form

### **15 .OPENING OF BID AND EVALUATION**

**E-Tender** will be opened on the scheduled date and time by the Tender Opening Committee in the chamber of DE Harbour External, CTO bldg., first floor, Second Line beach, Chennai 600 001,, in the presence of the Tenderers / their representatives who may be present at that time. The representatives of the tenderers should bring the letter of authorization. In case of tender date happens to be a holiday, the Tenders will be opened on the next working day at the same time.

Tenders will be accepted on 08.12.2020 up to 14:00 Hrs. Tenders received after the prescribed time and date will not be entertained.

The bidders should upload Techno-commercial Bids (Technical bid) and Financial bids simultaneously. The bids will be evaluated Techno-commercially first and thereafter Financial bids of Techno-commercially compliant bidders only shall be opened.

If any discrepancy is found in the Technical bid, the financial bid will not be opened.

### **16. EVALUATION OF THE TENDER**

16.1 L1 tenderer will be selected separately for each zone based on the lowest rate of ServiceCharges quoted for that zone. If more than one tenderer have quoted the same L1 rate for a particular Zone , the work shall be awarded equally amongst them subject to fulfillment of any other conditions for award of the contract.

16.2 Upon the award of work after finalization of L1 rate, if L1 tenderer(s) is (are) unable to provide the required House Keeping personnel, the tenderer who have quoted the L2, L3 rate and so on shall be offered to provide the House Keeping personnel at L1 accepted rate one by one in the descending order. Of course, subject to fulfillment of any other conditions for award of the contract.

**17. PRELIMINARY EVALUATION:** BSNL shall evaluate the bids to determine whether they are complete, whether required documents for eligibility have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

If there is discrepancy between words and figures, the amount in words shall prevail.

Prior to the detailed evaluation, the BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of the bid documents without any deviation. The BSNL's determination of bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

The BSNL will reject a bid, determined as substantially non-responsive and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

**18.EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:** The BSNL shall evaluate the rates in detail. The evaluation of rates shall be on the lowest rate of Service Charges offered in percentage.

**19.CONTACTING THE BSNL :** No bidder shall try to influence the BSNL on any matter relating to its bid, from the time of bid opening till the time the contract is awarded. Any effort by the bidder to modify his bid or influence the BSNL in the BSNL's bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid.

**20 .AWARD OF CONTRACT:**

.The BSNL shall consider award of contract only to the eligible bidder whose offers have been found technically and financially acceptable.

Bids will be accepted and Contract will be finalized only with the Bidder, who in the opinion of General Manager(North) BSNL, Chennai Telephones is having the capacity and resources to execute the work assigned in the prescribed time as per the time schedule.

The GENERAL MANAGER(North) BSNL, Chennai Telephones reserves the right to award the work in any section to a single Contractor or split the work among two or more Contractors at the lowest rates . The decision of GENERAL MANAGER(North) BSNL, Chennai Telephones in this regard shall be final and binding. If the work is awarded to more than one Contractor, the demarcation of the work among the various Contractors shall be decided by GM(North) BSNL, Chennai Telephones and the demarcation will be communicated in writing to the concerned Bidders.

**21. BSNL's RIGHT TO VARY QUANTUM OF WORK:**The BSNL, at the time of award of the contract, reserves the right to decrease or increase the work quantum without any change in the rates or other terms and conditions, and in which case the contractor is forbidden to oppose/agitate/appeal against in any Court/Tribunal.

**22. BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:** The PGM (North) 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 what-so-ever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the BSNL's action. The tender approving authority is not bound to accept the lowest bid, in case the rate is found to be abnormal for evaluation.

**23. THE SIGNING OF AGREEMENT** shall constitute the award of contract to the successful bidder. The agreement with the successful bidder shall be signed by the BSNL within a week of submission of Security Deposit or Bank Guarantee as per tender conditions.

As soon as the lowest Bid 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 the BSNL till the termination of contract period and balance amount should be paid as Security Deposit In the event of failure of the successful bidder to sign the Agreement within seven days of being called upon to do so or in the event of his failure to start the work as stipulated, the amount of Earnest Money & Performance Security shall stand forfeited.

**24 .ANNULMENT OF AWARD:**Failure of the successful bidder to comply with the requirement of Clause23 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid & performance security, in which event the GM (North) BSNL, Chennai Telephones may make the award to any other bidder at the discretion of the BSNL or call for new bids.

**25. REPRESENTATIVE OF THE BSNL :** The Harbour extl Division shall be represented by the Divisional Engineer, Harbour extl, Chennai-1 , who will be in-charge of the works . The Divisional Engineer (HBR ) of the unit and/or his assistant or nominee shall inspect the work of the Contractor.

**26. REPRESENTATIVE OF CONTRACTOR:** "The Contractor shall furnish to the BSNL, the scheme of his intended organization for the contracted work, naming his supervisor. The Contractor shall have a supervisor , being authorized to represent the Contractor on his designated section work, to whom the BSNL representative can make known his decisions, authorizations and interpretations. The Contractor shall within ten days after the execution of the Contract/Agreement notify the BSNL of the name(s) and address(s) of the Supervisor along with the specimen signatures in terms of Zone allocations. Any change in name and address of any Supervisor notified as aforesaid shall be promptly intimated in writing to the BSNL. Notices given in writing to the Supervisor shall be deemed to be notices given to the Contractor. The Contractor shall also have a Manager fully authorized, to represent the Contractor on matters involving more than one section of work.

**27. These instructions to the Bidder shall be deemed to form part of the Agreement/Contract for the work.**

END OF SECTION IV

## SECTION IV – PART II

### SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

#### General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in the tender Documents. Submission of Bids only through online process is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, CHTD has decided to use the portal (<https://www.tenderwizard.com/BSNL>) through ITI, a Government of India Undertaking. Benefits to Suppliers are outlined on the Home-page of the portal.

#### 1. Tender Bidding Methodology :

Sealed Bid System – Single Stage – Using Two Envelope System',  
Followed by 'e-Reverse Auction' (if required by Business Unit / Planning cell) after opening of the Financial bids. In case of two envelope system Qualifying and Financial bids shall be submitted by the bidder at the same time.

#### 2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS) of  
<https://www.tenderwizard.com/BSNL>
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS
6. Clarification to Tender Documents on ETS
  - Query to BSNL (Optional) receives not later than 7 days prior to the date for the opening of the bids
  - View response to queries posted by BSNL
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS
  - Opening of Technical-Part
9. Post-TOE Clarification on ETS (Optional)
  - Respond to BSNL's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on ETS
  - Opening of Financial-Part
  - (Only for Technical Responsive Bidders)

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

### 3. Digital Certificates

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

### 4. Registration and Training

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

Pay Annual Registration Fee as applicable.

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

#### ITS's Helpdesk

Telephone/ Mobile – 9941947400 / 9894191904

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

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

#### BSNL Contact

BSNL's Contact Person-1, DIVISIONAL ENGINEER(HBR), Phone Number - 044-25264343

Email id: - bsnlhbrextldivision@gmail.com

[from 10.00 Hrs of 16.11.2020 to 17:00 Hrs of 07.12.2020 - on all working days]

BSNL's Contact Person-2, SDE HBR EXTL Mobile: 9444976843

[from 10:00 Hrs of 16.11.2020 to 17:00 Hrs of 07.12.2020 - on all working days]

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

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

- Submission of Tender document cost
- Submission of Bid Security/ Earnest Money Deposit (EMD)

- Submission of digitally signed copy of Tender Documents /Addendum
- Two Electronic Envelopes containing

1. Qualifying BID for House Keeping work in Harbour Division

as per SI no. 9 Sec IV

2. Financial Bid for House Keeping work in Harbour Division

as per Section XII

3.. Offline Submissions:

The bidder is requested to submit the required documents one original set of Eligibility bid, Qualifying and financial bids in separate covers offline to THE DIVISIONAL ENGINEER, HARBOUR, CTO Building, II Line Beach, Chennai 600001, Phone No. 25272757, on or before the date & time of submission of bids specified in this tender document, in a Sealed Envelope. The envelope shall bear (Name of the Work), the tender number and the words 'DO NOT OPEN BEFORE' ( )

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

4. Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multiword sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tender in systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

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

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

5. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE).....

from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorised are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

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

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

#### 6. Important Note:

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

#### 7. Other Instructions

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

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



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

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

#### 11. Minimum Requirements at Bidders end

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

## SECTION V

### GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1. **APPLICATION** : The General conditions shall apply in contracts made by the BSNL for the execution of Up keeping & Housekeeping Work in Harbour Division.
2. **STANDARDS** : The works to be executed under the contract shall conform to the standards prescribed practices.
3. **PRICES** : 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.
  - 3.1 Prices once fixed will remain valid for the period of contract i.e. one year from the date of agreement. Or till the completion of contract whichever is later. Any Increase and decrease of taxes/duties will not affect the price during this period.
  - 3.2 The Bid schedule shall be read in conjunction with scope of work, instructions to Bidders and conditions of Contract and the Bidder/Contractor shall be deemed to have carefully examined all these documents. It is further understood and agreed that the Contractor by careful examination satisfied himself to the nature and the location of work, the configuration of the ground, the site conditions, the character of equipments and facilities needed preliminary to and during the execution of work, the general and local conditions, the labour conditions prevailing thereof, the detailed descriptions of the work to be done and the way in which they are to be carried out within the time schedule and all other matters which can in any way affect the works under the Contract before giving his tendered rates. The specifications for the entire work are to be read together and not in isolation.
4. **SUB CONTRACTS** : The contractor shall not assign, sub contract or subject the whole or any part of the works covered by the contract, under any circumstances.
  - 4.1 Where the Contractor is a partnership firm, it should be intimated to GM (North) BSNL, Chennai Telephones if any change is made in the constituted firm.
5. **SECURITY DEPOSIT & PERFORMANCE SECURITY**
  - a. The contractor shall deposit security deposit/Performance Bank Guarantee as prescribed at the time of execution of agreement .The sum already deposited as bid security will form part of security deposit.
  - b. The proceeds of the performance security shall be payable to the BSNL as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.

- c. The Performance Security deposit of the contractor shall be refunded after successful completion of the contract period 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. Refund of Security Deposit is subject to full and final settlement of the final payment for the work contracted / executed under the contract.
- d. No interest will be paid to the contractor on the Security Deposit.
- e. All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the security deposit or from any sum which may be due or may become due to the contractor by the BSNL on any account whatsoever from this contract or any other contract with BSNL and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the running bills of the contractor.

**6. PAYMENT TERMS :**

**6.1 . Procedure for Preparation and settlement of bills:**

All items of work involved in the work shall be completed in all respects before preparing the bills for the work. The contractor shall prepare the bills in triplicate ensuring the work in its completion , correctness of rates and quantum of work and submit the bills to Divisional Engineer, Harbour, Chennai-1. The bills shall be prepared accurately. The bills with the documents as mentioned below may be submitted to

Divisional Engineer, Harbour ,Chennai-1..

- First copy of bill (Payable Copy)
- Second copy of bill (Not for payment)
- Third copy of the bill with first copy of attendance sheet (Not For Payment) Wage sheet duly signed by the DE/SDE in charge
- EPF contribution paid challan of the previous month
- ESI Contribution paid challan of the previous month

**6.2. As per the latest Gol orders, GST at the rate of 18% is wholly payable by BSNL.**

The amount of GST will be deducted from the contractor's bill at the time of payment.

**7. PENALTY CLAUSE: In the event of the contractor failing to:**

- 7.1.) Observe or perform any of the conditions of the work as set out herein; or
- 7.2.) Execute the work in good manner and to the satisfaction of the General Manager (North),Chennai TD

7.3.) It shall be lawful for the General Manager (North),BSNL ,Chennai TD, in his discretion in the former event to remove or withhold any part of the work until such times as he may be satisfied that the contractor is able to do and will duly observe the said conditions and in the latter event to reject or remove as the case may require, any work executed otherwise than in good and workman-like manner. In both or either of these events aforesaid, the contractor has to make such arrangements as he may think fit for the reproduction of the work in lieu of that so rejected or removed.

7.4.) Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates, General Manager (North),BSNL, Chennai TD may charge the amount of such excess cost to the contractor and the same may at any time thereafter be deducted from any amount that may become due to the contractor under this or any other contract or from the security deposit that may be demanded on him to be paid within seven days to the credit of the General Manager (North),BSNL,CHTD.

7.5.) In the event of finding of any error or defect due to the fault of the contractor, the contractor shall be bound, if called upon to do so, to rectify such error or defect at his own cost to the satisfaction of and within the time fixed by the General Manager (North),BSNL,Chennai TD. In the event of the delivery of any defective work, which owing to any reason cannot be wholly rejected, the General Manager (North),BSNL, Chennai TD shall have the power to deduct from any payment due to the contractor such sum, as he may deem expedient

7.6.) In the event of a work being wholly rejected, the General Manager General Manager (North),BSNL ,Chennai TD may at his discretion either :

Permit the contractor to re -do the same within such time as he may specify at contractor's own cost, or arrange to get the additional work done elsewhere and by any other person or from any other source other than the contractor in which case the amount of extra cost, if any, shall be recovered from the contractor in the manner provided in sub clause 7.4. of this clause.

7.7.) The powers of the General Manager (North),BSNL,Chennai TD under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of Security Deposit mentioned under clause above.

7.8.) Since the work being awarded to the contractor is of important nature, the time schedule must be adhered to ,failing which penalty for delay will be imposed which will be recovered in the manner stated as under.

7.9.) Penalty will be applicable in case of delay of work either in total or in any piece apart in accordance with the schedule of construction work given. Amount of delay will be calculated on contract already agreed in original program, unless revised by the BSNL authority.

7.10.) Amount of delay penalty will be calculated at 1.5 times per day productivity of that particular portion of the work which has been delayed, multiplied by number of days delayed. This will be irrespective of whether the services from the part work have been availed or utilized.

7.11.) In view of exigency of work, if it is considered necessary to carry out the work by some other means or to assign the work to some other parties due to failure on the part of the contractor, 10 days time will be given to the contractor to correct or complete the work failing which the work can be got done by other means at the cost of the contractor.

7.12.) Penalty also will be applicable for defective workmanship not corrected within the specified time

#### **8. TERMINATION FOR INSOLVENCY :**

8.1.) The BSNL may at any time terminate the Contract by giving written notice to the Contractor, without compensation to contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the BSNL.

8.2 ) Optional Termination by BSNL (Other than due default of the contractor):

The BSNL may, at any time, at its option, cancel and terminate this contract by written notice to the Contractor, short close the tender without any compensation to the contractor. Contractor shall be paid for the work, which has been actually completed upto the date of such action by BSNL.

8.3 ) The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such item without any compensation what so ever to the contractor.

8.4 ) The action of the DIVISIONAL ENGINEER, HARBOUR DIVISION,, CHENNAI-1, as per the above sub-clauses shall not be construed as breach of the contract.

#### **9. ISSUANCE OF NOTICE .:**

9.1. The DIVISIONAL ENGINEER, HARBOUR EXTL, CHENNAI-1 is, in-charge of work, shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Divisional Engineer, Harbour , Chennai-1, in-charge of work, shall submit a draft of final notice along with a detailed report to the competent authority, who had accepted the contract.

9.2. The final notice for rescission of contract to the contractor shall expressly state the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing the final notice :

- a) During the periods of service of notice and its effectiveness, the contractor should not be allowed to remove from the site any material/equipment belonging to the BSNL.
- b) The contractor shall give in writing the tools and plants he would like to take away/remove from the site. Such of the materials as belonging to him and which may not be required for future execution of balance work may be allowed by the DIVISIONAL ENGINEER, HARBOUR DIVISION, CHENNAI-1
- c) in-charge of work to be removed with proper records.
- d) No new construction beneficial to the contractor shall be allowed.

9.3. Adequate BSNL security arrangement in replacement of the contractor watch and ward shall be made forthwith. Expenses on this account are recoverable from the security deposit or any amount due to the contractor.

9.4. Any notice order or other communication sought to be served on the Contractor with reference to the contract shall without prejudice to any other mode of service, be deemed to have been served if delivered by hand or sent by registered post to the office of Contractor at site or to the Contractor's head-office, while any notice or order or communications by the contractor to be served on DIVISIONAL ENGINEER, HARBOUR DIVISION, CHENNAI-1 with reference to the contracts shall be valid if the same is served/delivered by hand or through registered post to the office of DIVISIONAL ENGINEER, HARBOUR DIVISION, CHENNAI-1 at his head quarters.

#### 10. INDEMNITIES :

10.1 The contractor shall at all times hold the 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 the BSNL, its officers and employees and forthwith upon demand and without protect or demur to pay to the 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 of security which the 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 , other legal proceedings. Charges and expenses 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 the BSNL or pay to the 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 the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.

10.2 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 the BSNL.

**11 FORCE MAJEURE :**

11.1 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 a may come to an end or cease to exist, and the decision of the 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.

11.2 Provided also that if the contract is terminated under this clause, the BSNL shall be at liberty to take over from the contractor at a price to be fixed by the 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 the BSNL may deem fit excepting such materials , bought out components and stores , as the contractor may with the concurrence of the BSNL, elect to retain.

**12.ARBITRATION:**

- 12.1) In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the PRINCIPAL GENERAL MANAGER (NORTH)BSNL, CHENNAI TELEPHONES or 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(NORTH)BSNL, CHENNAI TELEPHONES or by whatever designation such officers may be called (herein after referred to as the said officer) .The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is BSNL Servant or that he has to deal with matter to which the agreement relates or that in the course of his duties as BSNL

Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such AGM or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- 12.2) The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 12.3) The venue of the arbitration proceeding shall be the Office of the PRINCIPAL GENERAL MANAGER(NORTH)BSNL, CHENNAI TELEPHONES to such other Places as the arbitrator may decide. The following procedure shall be followed:
- 12.3.1. in case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
- 12.3.2. there should not be a joint submission with the contractor to the sole Arbitrator.
- 12.3.3. each party should submit its own claim severally and may oppose the claim put forward by the other party.
- 12.3.4. the onus of establishing his claims will be left to the contractor.
- 12.3.5. once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed

END OF SECTION V



## **SECTION VI:SPECIAL CONDITIONS OF CONTRACT**

### **1. GENERAL:**

**1.1 The contracting firm / agency / Company shall be registered with appropriate authorities.**

**1.2 Services shall be as detailed in the annexure..... The contractor may be called upon for the services on holidays also, if required, without any extra charge other than approved tender cost**

**1.3 It will be the responsibility of the contractor to meet other transportation, food, medical and any other requirement of contractor's manpower for carrying out the contracted works. BSNL, Chennai Telephones, will have no liability in these regard at any stage.**

**1.4 For all intent and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower deployed for contractual services.**

### **1.5 TECHNICAL REQUIREMENTS**

#### **TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANY / FIRM / AGENCY**

**The tendering manpower Company / Firm / Agency should fulfill the following technical specifications:**

- a) The Registered Office or one of the Branch Offices of the manpower Company / Firm / Agencies should be located in CHENNAI.**
- b) The manpower Company/Firm/Agency should be registered with the appropriate registration authority.**
- c) The Company/Firm/Agency should have at least two years experience in providing manpower to Public Sector Companies/Banks and Government Departments etc;**
- d) The Company/Firm/Agency should have its own Bank Account. The Firm / Agency should be registered with Income Tax and Service Tax Departments;**
- e)The Company/Firm/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts. (Please see clause 13 Section VI)**

#### **TECHNICAL REQUIREMENTS FOR MANPOWER**

- a) She / he should be able to read and write Tamil and also be able to read addresses and names in English. The nature of services shall include carrying out all the functions generally performed in the Government**

Offices by attendants and such other duties as may be assigned to him/her. The manpower to be engaged should be between 18-40 years in age. Engagement of persons, either male or female, below the age of 18 (eighteen years old) and above 40 years is totally prohibited.

b) His / her antecedents should have been got verified by the agency from the local police authorities.

1.6 The contract shall be for a period of one year from the date of acceptance of the offer or otherwise up to the period tender is extended whichever is later..

1.7. The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual attendants who will be deployed by it in this Department before the commencement of work:

a. List of Attendants short listed by agency for deployment in the BSNL, CHENNAI with full details i.e. date of birth, marital status, Phone no. , Mobile no. , address etc;

b. Bio-data of the persons.

c. The successful contractor must issue Identity Cards to all the contract labourers working under his contract. 1.8. In case, the person employed by the successful Company/Firm/Agency commits any act of omission /commission that amounts to misconduct/indiscipline/ incompetence and security risks, the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the BSNL, CHENNAI within 2 days of being brought to their notice.

1.9. The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in the BSNL, CHENNAI

1.10 The agency shall depute a co-coordinator, out of the deployed personnel, who would be responsible for immediate interaction with the BSNL, CHENNAI. So that optimal services of the persons deployed by the agency

could be availed without any disruption.

1.11. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons. The delay by the Agency in providing a substitute beyond three working days shall attract liquidated damages as given in penalty clauses from the service providing agency, besides deduction in payment of bills on pro-rata basis.

1.12. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

1.13. The manpower deployed by the contractor shall not have any claims of Master and Servant relationship .

1.14. The man power deployed by the contractor for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc, regular/confirmed manpower during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to or and will have any claim for absorption in the regular/ otherwise capacity in the BSNL, CHENNAI. The Contractor should make it known to the contract labourers engaged by him.

1.15 The contractor shall be solely responsible for the redressal of grievances/resolution of dispute relating to the manpower deployed.

1.16 The contractor shall be required to pay minimum wages as prescribed under the Minimum Wages Act. The contractor will maintain proper record as required under the Law/Acts. The contract will remain valid for one year or the period extended whichever is later, unless terminated earlier by the General Manager BSNLCHENNAI

## 2. CONDUCT :

(i) The contractor should ensure that the personnel employed by him should be courteous and polite in behaviour towards all officers/officials of the BSNL, CHENNAI establishment. The personnel will be bound to observe all instructions issued by BSNL, CHENNAI authority concerning general discipline and behaviour.

(ii) Equipment like TV, A/C in rooms etc. should not be used by the contractor or his personnel.

(iii) The penalty clause will apply if the personnel engaged are found/ reported to be demanding tips in cash/ kind. This may also lead to cancellation of contract.

(iv) The contractor will ensure that the personnel employed are not loitering in the corridors, chewing pan or smoking. The personnel shall not indulge in playing cards, consuming liquor or narcotics or indulging in gossip with any outsider while on duty within the premises of BSNL, CHENNAI

(v) The personnel should leave the campus immediately after completion of their job on the campus.

(vi) If any employee's work is not satisfactory, the matter will be reported to the contractor and the contractor shall not deploy such personnel.

(vii)the contractor will ensure that the person employed by him do not participate or organise any dharna or agitation.

(viii)The personnel will abstain from taking part in activities organised by trade union / associations of BSNL.

## 3. THEFT :

The contractor shall be responsible for any theft of the items from the rooms or any other area of the office. The details of the stolen materials/ stores will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of BSNL, CHENNAI authorities on this will be final and binding on the contractor.

#### 4. PAYMENTS :

4.1) The minimum rate of wages fixed for unskilled labour for 'A' class cities as fixed and communicated by the Deputy Chief Labour Commissioner (Central), ShastriBhavan, Chennai-600 006 from time to time shall be applied for wages and have to be paid to the contract labourers for the actual working days where the contracted labour is engaged.

4.2) The minimum rate of wages include also the wages for weekly day of rest , as per the guidelines of the Dy.Chief Labour Commissioner Chennai and hence there is no payment separately for weekly off days..

#### 4.3) Approved Days:

i) The work units are eligible for payment for the days of duty only.

ii) Weekly off shall be granted only if a labourer has performed duty continuously for six days. There is no payment for weekly off.

iii) If a labourer is on leave, or any holiday falls other than the National Holiday during the six days, then the weekly off will not be entitled.

iv) The National Holiday is treated as working day for calculating the weekly off.

v) If a labourer(s) worked on the weekly off, the wages have to be claimed in the bill separately.

vi) A labourer who is performing 8 hours minimum duty per day for six days in a week only is eligible for weekly off. Part time duty performer will not be eligible for weekly off.

vii) If any labourer is terminated by or on behalf of the contractor, the wages earned by the labourer shall be paid before the expiry of the second working day from the day on which his employment is terminated.

vii) This tender is purely a work contract. The award of contract/employment does not confer any right on any of the persons so engaged by the contractor for appointment/absorption in the BSNL.

(ix) No wages for the self availed leave (for one day or a period)

(x) The above rates are applicable for House Keeping services in Harbour Division.

(xi)The minimum wage will be paid for actual number of hours of work performed subject to maximum number of hours furnished in the tender document. No wage will be paid for the weekly off days and the minimum daily wage shown in the tender document includes the wages of weekly off factor also.

(xii) All National holidays are paid holidays for the worker.

(xiii) Monthly payment should be made by the contractors to the labourers on the 7<sup>th</sup> of every month, by depositing the wages in the Bank Account of the labourers. In all such cases the deposit slip for the bank credit should be enclosed with the bill. The monthly wage sheet consisting of the following columns shall be presented while making payment to the labourers :

Name of the Labourer/ Wages per day/ No of days duty/ No.of Weekly off days/Total days paid / Total amount paid

(xiv) **Payment of Service Charges:-** In addition to labour payments as mentioned above, the successful contractor will be paid service charges finalised through this tender and shall remain fixed throughout the currency and extended period of contract. In short the service charges payable will remain fixed during the contract period.

(xv) Monthly payments should be made by the contractor to the labourers without waiting for settlement of bills from BSNL, failing which a penalty of 1 % of amount of wages payable will be levied.

#### **5. DEDUCTIONS:**

(i) In case the contractor fails to execute/ perform the assigned works or a part thereof, BSNL shall be authorized to make suitable deductions as deemed fit by GENERAL MANAGER(NORTH)BSNL, CHENNAI TELEPHONES from the bills of the contractor and damages will be charged to the extent of loss.

(ii) In case of any unsatisfactory service, deduction upto 10% of the amount due during the month will be imposed on the Contractor.

(iii) In case of late attendance/ absence during working hours/ loitering during working hours by any personnel, the GENERAL MANAGER(NORTH)BSNL, CHENNAI TELEPHONES reserves the right of reduction of any amount from the bills payable.

**6.TERMINATION/ EXTENSION:** The contract will remain valid for one year or the period extended, whichever is later unless terminated earlier by the GENERAL MANAGER(NORTH)BSNL, CHENNAI TELEPHONES. The period of contract can be extended for a further period of one year at the discretion of the PRINCIPAL GENERAL MANAGER(NORTH)BSNL, CHENNAI TELEPHONES on the same rates terms and conditions. After expiry of the extended period, the contract will automatically come to an end and no separate notice will be given.

**6.1. The BSNL reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.**

**6.2. The BSNL reserves the right to counter offer the price(s) against price(s) quoted by any bidder.**

**6.3. Any clarification issued by BSNL, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.**

**6.4. If at any time after the commencement of the work, the BSNL may feel that execution of whole or part of work, as specified in the Bid is not required to be carried out, then the BSNL shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason .**

6.5. The requirement of labour as noted in the tender is tentative & is subject to change on need basis, upto 25%. The contractor has to fulfil the requirement of labour as demanded as and when needed.

6.6. PRINCIPAL GENERAL MANAGER(NORTH)BSNL, CHENNAI TELEPHONES or any officer on his behalf as designated by him reserves the full right to change /modify /transfer the requirement of labour with in Harbour Division. The contractor should abide by such requirements/modifications/ transfer of labour without raising any demand/dispute.

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

7. NOTIFICATION :The contractor shall give in writing to the proper person or authority with a copy to the DIVISIONAL ENGINEER, HARBOUR DIVISION, CHENNAI-1, notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and /or completion of the contracted work. All notice shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and contractor shall keep all proper persons or authorities involved and advised of the progress of operations through out the performance of the work and/or with such other information and/or supporting figure and data as may from time to time as directed or required.

8. Any lapse in the proper fulfilment of contract along with various terms and conditions shall result in forfeiture of the security deposit and disqualifications or in case of any theft / loss /fraud, the amount will be recovered from the Contractor monthly payment bill or from the security deposit amount.

**9. TAXES AND DUTIES:**

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

ii) EPF , ESI & GST will be paid in accordance with the latest ruling on the subject.

**10. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:**

The contractor is fully responsible for taking all possible safety precautions during preparation for and actual performance of the works and for keeping the construction site in a reasonably safe condition. The

contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public. *The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.*

## **11. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:**

### **11.1. Workmen's Compensation :**

In every case in which by virtue of provisions of Section 12, Sub-section (i) of the Workmen's Compensation Act, 1923 BSNL, CHENNAI is obliged to pay compensation to a workman employed by the Contractor, in execution of the works, BSNL, CHENNAI will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of the BSNL, CHENNAI under Section 12, Sub-section (ii) of the said ACT, BSNL, CHENNAI shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by BSNL, CHENNAI to Contractor whether under Section -12, Sub-section (i) of the said Act, except on the written request of the Contractor and upon his giving to BSNL, CHENNAI full security for all costs for which BSNL, CHENNAI might become liable in consequence of contesting such claim.

### **11.2. Obtaining licence before commencement of work :**

(a) The contractor shall obtain a valid labour licence under the Contract Labour (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, before commencement of the work, and continue to have a valid licence until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

(b) Subject to the provisions of the Contract Labour (Abolition and Regulation Act, 1970) as amended from time to time, the contractor shall not commence actual work unless he produces a receipt from the concerned Licencing Authority that he has applied for labour licence authority, which may be produced within the period of 15 days of commencing the work.

### **11.3. Contractors Labour Regulations:**

a) Working Hours: Normally working hours of an employee should not exceed 8 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day. It is a part time job. Job will commence from 08.00 hours to 11.00 hours (03 hours per day /hourly basis) for 26 days per month (refer page no. 57).

b) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.

c) Where the minimum wages prescribed by the Govt, under the Minimum Wages Act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

d) Where a contractor is permitted by the Officer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

#### 11.4. Display of Notice Regarding Wages Etc.

The contractor shall, before he commences his work on contract, display and shall correctly maintain and continue to display and correctly maintain, in a clear and legible condition in conspicuous places on the work, notices in "English and in local Indian languages spoken by the majority of the workers, giving the minimum rates of the wages fixed under Minimum Wages Act, the actual wages being paid, the course of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information.

#### 11.5. Payment of Wages & Bonus

11.5.1. The contractor shall fix wages periods in respect of which wages shall be payable.

11.5.2. No wage period shall exceed one month.

11.5.3. The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable, failing which 1 % of the payable wages will be levied as penalty.

11.5.4. The wages should be paid in the Bank Account of the contract labourer.

11.5.5 Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

11.5.6 The wages will be at the prevailing minimum rates of wages for the area concerned for UNSKILLED WORKERS as fixed by the Ministry of Labour and Employment. As and when there is any change in the



minimum wages ,consequent to the revised orders from the concerned authorities or consequent to reclassification of any of the areas, the revised rates applicable will be communicated by BSNL CHENNAI in writing to the contractors, mentioning the date from which the revised rates are applicable.

11.5.7 The contractor should immediately implement the payment of revised wages as instructed by BSNL and claim the difference in the subsequent bill. There will be no change in the Service Charges consequent to revision of minimum wages during the contract period.

11.5.8 All three National Holidays are paid holidays for the contract labourers.

11.5.9. Wages due to every worker shall be paid to him by deposit in the contract labourer's Bank account and details of bank credit must be furnished alongwith the claim bill submitted by the contractor.

11.5.10. Wages shall be paid without any deductions of any kind except those specified by the Central Govt. by general or special order in this behalf or permissible under the Payment of Wages Act 1956.

11.5.11. The contractor shall obtain from the Sub Divisional Engineer or any other authorized representative of the Engineer-in-Charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be.

11.5.12. The successful Tenderer shall pay Bonus each year, as per the guidelines of the Bonus Act for the contract labourers engaged in House Keeping Services. BSNL will not make any payment towards bonus.

11.5.13. Payment of wages to the contract labourers should be made on the specified dates without waiting for settlement of bills by BSNL.

11.5.14 The contractor should strictly abide by the provisions of various Acts of the State in force in connection with the employment of contract labour viz., Contract Labour R & A Act 1970, Workmen's Compensation Act, EPF Act, ESI BONUS and GST as applicable. It is the responsibility of the contractor to ensure minimum wages, as per minimum wages Act as fixed by Ministry of Labour and Employment or the corresponding rates as fixed by the State Government whichever is higher to the persons employed and his quotation of rates shall reflect this responsibility. The contractor is solely responsible for the payment of wages. All legal obligation like payment of EPF, ESI, BONUS workmen compensation shall be the responsibility of the contractor. BSNL shall not incur any liability or additional expenditure whatsoever for personnel deployed.

The bidder has to quote service charges by taking into account all maintenance , administrative expenses including bonus payable to the labourers

11.5.15 Minimum rates of wages include also the wages for weekly day of rest. The minimum wages will be paid for actual number of hours of work performed. All National holidays are paid holidays for contract workers.

## 12. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

12.1. The wages of a worker shall be paid to him without any deduction of any kind except the following: -

(a) Fines

(b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

(c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody or for

loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.

(d) Deductions for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.

(e) Any other deductions, which the Central Govt./BSNLCHENNAI may from time to time, allow.

12.2. No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.

12.3. No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

12.4. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

### 13. LABOUR RECORDS

13.1. The contractor shall maintain a Register of Persons employed on work on contract in form XIII of the Contract Labour (R&A) Central Rules 1971

13.2. The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under contract in form XVI of the CL (R&A) Rules 1971.

13.3. The contractor shall maintain a Wages Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971.

13.4. Register of accidents – The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars: -

- a. Full Particulars of the labourers who met with accident.
- b. Rate of wages.
- c. Sex
- d. Age
- e. Nature of accident and cause of accident
- f. Time and date of accident
- g. Date and time when admitted in hospital
- h. Date of discharge from the hospital
- i. Period of treatment and result of treatment
- j. Percentage of loss of earning capacity and disability as assessed by Medical officer.
- k. Claim required to be paid under Workmen's Compensation Act.
- l. Date of payment of compensation
- m. Amount paid with details of the person to whom the same was paid
- n. Authority by whom the compensation was assessed

**o. Remarks.**

**13.5. The contractor shall maintain a Register of Fines in the form XII of the CL (R&A) Rules 1971 The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission of which fines can be imposed.**

**13.6. The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971.**

**13.7. The contractors shall maintain a Register of Advances in Form XXIII of CL (R&A) Rules 1971.**

**13.8. The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971.**

**14. ATTENDANCE CARD- CUM- WAGES SLIP**

**14.1. The contractor shall issue an Attendance card cum wage slip to each workman employed by him.**

**14.2. The card shall be valid for each wage period.**

**14.3. The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.**

**14.4. The card shall remain in possession of the worker during the wages period under reference.**

**14.5. The contractor shall complete the wages slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.**

**14.6. The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.**

**15.EMPLOYMENT CARD : The contractor shall issue an Employment Card in the Form XIV of CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker.**

**15.1. Service certificate: On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service Certificate in the Form XV of the CL (R&A) Central Rules 1971.**

**15.2.The service provider has to provide the Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately**

**16.PRESERVATION OF LABOUR RECORDS : The labour records and records of fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the General Manager BSNL, CHENNAI or Labour Officer or other officers authorized by the BSNL in this behalf.**

**17.INSPECTION OF BOOKS AND SLIPS : The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Govt. on his behalf.**

**17.1.Submission of Returns The contractor shall submit periodical returns as may be specified from time to time.**

**17.2. Amendments:** The Govt. may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations.

**18. INSURANCE:** -Without limiting any of his other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensations insurance as required by law and undertake to indemnify and keep indemnified the BSNL, CHENNAI from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard to the same or that the BSNL, CHENNAI may suffer or incur with respect to end/or incidental to the same. The contractor shall have to furnish originals and/or attested copies as required by the BSNL, CHENNAI of the policies of insurance taken within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the BSNL, CHENNAI may require.

**19. COMPLIANCE WITH LAWS AND REGULATION:**

During the performance of the works the contractors shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws, rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Govt., Govt Agency or BSNL, CHENNAI CORPORATION, Department of other Regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law, By-laws, Rules, Regulations, orders and/or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or sub-contractor to whom any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the BSNL, CHENNAI harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out of or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

**20. REGISTRATION WITH EPF/RPF COMMISSIONER**

**20.1.**The successful/prospective bidders will have to furnish documentary evidence that they are registered with EPF/RPF Commissioner. They will also furnish an undertaking that within seven days of the close of every month they will submit to BSNL, CHENNAI a statement showing the recoveries of contributions in the respect of employees with Certificate that the same have been deposited with RPF Commissioner.

The bill will be passed by the passing authority only if the contractor complies with tender condition of the EPF Act 1952.

The bill passing authority will check the payment particulars regarding EPF contribution for each contract labourer and the bill will be passed by the bill passing authority only after satisfying himself that the EPF/ESI subscriptions/ contributions are made and proof produced to the contract labourer for individual use. Copies of the challans for payment of EPF and ESI, and a list of the contract labourers for whom EPF/ESI deductions were made should be submitted alongwith the bill claim. Consolidated proof of payment of EPF/ESI by including other Units other than BSNL will not be accepted.

20.2. The GM (North) BSNL CHENNAI Telephones, reserves the right to with-hold any part of the payment due to the contractor ,if it is found that the contractor has failed to make payments of EPF/ESI into the respective accounts of the labourers and balance sheets have not been issued to the labourers by the contractor. Copy of the EPF/ESI account numbers of all the contract labourers engaged by the contractor should be furnished to the O/o the GM (North) BSNL Chennai Telephones for record purposes.

The successful tenderer should adhere the terms & conditions towards fulfillment of compliance of provision of the EPF and miscellaneous provisions under the act 1952 & employees provident scheme 1952.

The successful tenderer while claiming the bill should submit the following document along with the bill & the bill will be passed only on the submission of the following documents.

**20.3. Each claim bill of the contractor must be accompanied by :-**

- i. List showing the details of labourers/employees engaged.***
- ii. Duration of their engagement.***
- iii. The amount of wages paid to such labourers/employees for the duration in question,***
- iv. Amount of EPF contributions (Both employer's and employee's contribution)for the duration of engagement in question, paid EPF authorities***
- v. Copies of authenticated document of Payment of such contribution to EPF act 1952 authorities and.***
- vi. Declaration from the contractors regarding compliance of the conditions of the EPF act 1952.***
- vii. Copies of authenticated documents of payment of such contribution to ESI authorities.***
- viii. Proof for the payment of GST.***

( End of Section VI )

## SECTION VII

### *Specification & Scope of Work of Up keeping & Housekeeping Work:-*

#### SCHEDULE OF WORKS FOR GENERAL SERVICES & ALLIED WORKS IN

#### HARBOUR DIVISION

1. Cleaning of, tables, chairs, computers, VDUs, Printers, 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 and cutting of wild bushes.
4. Arrangements for meeting related works.
5. File movement works from section to section
6. Up keeping of window curtains, sofa cover, table cloths.
7. Cleaning of telephone instruments with dettol.
8. Cleaning of Exchange equipment such as battery, power plant, engine alternator, A/C units, computer peripherals, fire extinguishers.
9. Cleaning of sign boards inside and outside the building, offices, exchanges
10. Water pump operations and water pipe cleaning maintenance in exchanges.
11. Regular cleaning of office open space daily.
12. 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.

( End of Section VII

**ANNEXURE F**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

**DIVISIONAL ENGINEER /  
HARBOUR,  
BSNL CHENNAI TELEPHONES,  
SECOND LINE BEACH, CHENNAI-1**

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

**\*\*\*\*\***

**Following persons are hereby authorized to attend the bid opening for the tender mentioned  
above on behalf of -----**

**----- (Bidder ) in order of preference given below .**

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen signature</b>
<b>I</b>		
<b>II</b>		
<b>Alternate Representative</b>		

**Signatures of bidder or Officer authorized to sign the bid  
documents on behalf of the bidder**

**Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases  
where it is restricted to one, first preference will be allowed. Alternate representative  
will be permitted when regular representatives are not able to attend.**

**2. Permission for entry to the hall where bids are opened may be refused in case  
authorization as prescribed above is not recovered.**

**Signature of the Tenderer**

**( End of Section VIII )**

## SECTION – IX

### LIST OF THE DOCUMENTS TO BE SUBMITTED ALONG WITH QUALIFYING BID

The tenderer will have to submit the following documents/deposits with the Technical Bid. Any bid not accompanying the below mentioned documents/deposits will be liable to be rejected;

1. Bid Security & cost of downloaded tender schedule in accordance to clause no 7.1 & 8 of part IV
2. Bid document (s), in original, duly filled in and signed by Bidder or his authorized representative along with seal on each page. All conditions and over writing must be initialled with date by the Bidder or his authorized representative.
3. Latest income tax return certificate or PAN card
4. The Registration of Firm: The authenticated copy of partnership deed in case of partnership firm, copy of Memorandum of Association in case of Company.
5. Bid Form, duly filled in, as per section II.
6. Bidder's profile duly filled in, as per section III of the Bid document.
7. Original "Power of Attorney" in case person other than the Bidder signed the documents. The power of attorney should be for specific work and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.
8. The copy of the experience certificate of similar work in last 2 years.
9. PAN/GIR No. (In case of Partnership firms, the PAN No. of the firm should be submitted by bidder).
10. Service Tax registration No, (If any).

Signature of contractor with seal.

( End of Section IX )



## **SECTION- X**

### **SPECIMEN AGREEMENT**

#### **1.Preamble:**

The deed of agreement is made on the .Day of 2020 between the Principal General Manager(North) ,BHARAT SANCHAR NIGAM LIMITED, Chennai Telephone District, Chennai and (name & address of the contractor) hereinafter called "*the Contractor*". This deed of agreement witnesses as follows: General Manager(North) ,BHARAT SANCHAR NIGAM LIMITED, Chennai Telephone District, Chennai desirous of appointing the said contractor for the tender for carrying out Housekeeping Services in Harbour Division at the approved rate of commencing from - -2020 to - - 2021.

2. And whereas the General Manager(North) ,BHARAT SANCHAR NIGAM LIMITED, Chennai Telephone District, Chennai and the contractor have now decided to formalize the understanding between them by entering into this agreement.

Now this agreement witnessed as follows.

3. Now we hereby tender to execute for BSNL, Chennai the work as specified in the schedule of works and instructions annexed hereto or as may be given by the General Manager(North) ,BHARAT SANCHAR NIGAM LIMITED, Chennai Telephone District, Chennai or his representative in consideration of payment being made and by the quantity of work executed at the rates approved.

**4. We agree to abide by and fulfill all the terms and conditions of the tender**

5. We hereby abide by the condition that the amount paid by us towards security Deposit shall be forfeited to the BSNL if we withdraw the contract after final acceptance of the contract by the BSNL. And to execute the prescribed agreement within the time prescribed for the same without prejudice to any other right or remedies of the said BSNL or its successor in office.

6. We will not claim any interest on EMD or Security Deposit while these amounts are in the custody of BSNL.

7. We are accepting that the accepted rate will be valid for a period of ONE YEAR commencing from the date of awarding the tender with the right for the BSNL to have it extended for a further period or to a date till the next tender is finalized to suit the convenience of the BSNL

#### **8. Payments:**

(I) We agree to pay that the minimum rate of wages fixed for unskilled labour as fixed and communicated by the Deputy Chief Labour Commissioner (Central), Shastri Bhavan, Chennai-600 006 from time to time shall be applied for wages and have to be paid to the contract labourers for the actually working days as per area A,B or C where the contracted labour is engaged.

(ii) We agree that the minimum rate of wages include also the wages for weekly day of rest, as per the Dy..Chief labour commissioner Chennai and hence there is no payment separately for weekly off days..

(II) We agree to pay the labourers directly in the presence of BSNL authorised officers on the 7<sup>th</sup> of every month, we will present the monthly wage sheet consisting of the following columns while making payment to the labourers.

Name of the Labourer/ Wages per day/ No of days duty/ No.of Weekly off days/Total days paid / Total amount paid

(iii) We agree that the service charges finalised thro" this tender shall remain fixed throughout the currency and extended period of contract . the service charges payable will remain fixed during the contract period.

9..We agree that we will be held fully responsible to reimburse the cost of loss/damages incurred due to the negligence of our staff and the decision of the BSNL so as to the loss and negligence is final.

10.. We agree to provide any feedback information required by the BSNL at our cost.

11.We agree to undertake the work within 15 days from the date of issue of firm order.

12.We agree to submit the License from the concerned labour authority within one month from the date of award of the work.

13.We agree to have on office and contact Telephone number at Chennai

14. We agree that if the services are found to be unsatisfactory or if we are unable to fulfill the agreement, the BSNL reserves the right to terminate the contract giving 15 days notice with the forfeiture of security deposit besides black listing.

15: We agree to the following TERMS AND CONDITIONS.

15.a) The agency should be capable of providing all the services mentioned in the schedule of works

15.b) The actual nature and quantum of works will be assigned by the controlling officer of the place.

15.c) We agree that we will maintain complete personal data of person employed by us such as name, father's name, permanent address, village / Taluk / District, Pincode, Police station concerned signature and Finger Prints,etc.

15. d) We agree that this award of work contract does not confer any right to appointment in BSNL..

15.e) We agree to make payment of wages to the persons engaged for BSNL by 7<sup>th</sup> of each month after the completion of the month to which wages payable and to produce bills along with the details of payment made towards EPF / ESI / Service Tax and any other statutory payment if any , through a separate challan exclusively for BSNL – Chennai along with details of employees engaged, wages paid, ESI/ EPF contributions for each employee. Etc.,

16. We agree that in case of any dispute, the decision of the General Manager(North) ,BHARAT SANCHAR NIGAM LIMITED, Chennai Telephone District, Chennai regarding meaning and effect of this tender and arrangement and also on the disputes out of the execution of the work and settlement of claims,

the decision of General Manager(North) ,BHARAT SANCHAR NIGAM LIMITED, Chennai Telephone District, Chennai shall be final and legally binding.

17. We agree that to settle the disputes, the matter should be referred to an Arbitrator, so appointed by the BSNL for the purpose and the decision of the Arbitrator will be final and binding on both the parties and should not be referred to any court of law.

18. We agree that any legal litigation is to be restricted to the Jurisdiction of Chennai Revenue Districts.

19. We shall not claim any revision in the rates.

20. We agree to issue identity cards to our persons to prevent unauthorized entry into the offices/exchanges.

21. We agree to ensure that the person employed by us will not participate or organise any Dharna or Agitation or strike. We also agree to ensure that the persons employed by us will not participate in any Dharna or Agitation or strike organised by the trade union/Association of BSNL. We understand that tender will be terminated and we will be blacklisted in Chennai Telephone District in such cases.

22. We agree to abide by and fulfill all the conditions of the contract Labour (R & A) Act.1970.

23. We agree that General Manager(North) ,BHARAT SANCHAR NIGAM LIMITED, Chennai Telephone District, Chennai reserves the right to relax/alter any conditions of this tender at his discretion at any time to the advantage of the BSNL.

24. We agree that the NIT, Tender schedule and all annexures of the NIT and Tender schedule also will be the part of this Agreement.

25. We agree to comply with the provisions of all statutory laws relating to payment of minimum wages, EPF, ESI and GST. General Manager(North) ,BHARAT SANCHAR NIGAM LIMITED, Chennai Telephone District, Chennai has the right to terminate the contract and forfeit the security deposit, in the event of non-compliance of the provisions of the statutory laws and the contractor shall be held responsible for any legal disputes arising out of the non-compliance of the provisions of statutory laws such as Contract Labour [Regulation and Abolition- Rules 1971]

26. We agree to maintain a register of persons employed on work on contract basis and a wage register in respect of all workman employed by us. We agree to issue an attendance card cum wage slip to each workman employed by us and shall obtain the signature of the worker on the wage slip at the time of disbursement of wages as per provisions in Contract Labour [Regulation and Abolition- Rules 1971]

27. Force Majeure : If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enmity, civil Commotion, Sabotage, Fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days for the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have

any claim for damages against to the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such and events may come to an end or cease to exist, and the decision of BSNL as to whether the supplies 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 any such event for a period exceeding 60 days either party may, at his option terminate the contract.

28. We agree that on all matters related to this tender, the decision of the General Manager(North) ,BHARAT SANCHAR NIGAM LIMITED, Chennai Telephone District, Chennai will be final and binding.

Witness

(with seal)

Signature of the Tenderer.

( End of Section X )

## **SECTION - XI COMMERCIAL BID**

To

Sir,

Sub: Tender for House Keeping services in Harbour Division – reg.

Ref: General Manager (North) ,BHARAT SANCHAR NIGAM LIMITED, Chennai Telephone District,  
Chennai vide NO.PGM (N)/DGM NE/HK/2020-21/1 DATED 7/9/2020.

-0-0-0-

With reference to your above tender published in the daily news paper, we quote our rate for Services charges towards HOUSE KEEPING SERVICES IN HARBOUR DIVISION FOR THE YEAR 2020-2021 in the format prescribed

Place:

Signature of the Tenderer

Date :

with Seal&

Capacity in which signed:

( End of Section XI )

### CHECK LIST

		YES / NO
1.	Tender document from page no 1 to 66 duly filled and signed in all pages	
2.	The cost of tender form for Rs.590/- either by Cash receipt or DD if downloaded or valid NSIC certificate.	
3.	EMD either by cash receipt or in the form of Demand Draft as per clause 3.1 or valid NSIC Certificate.	
4.	Self Attested Copy of Agency / Firm Registration Certificate .	
5.	Self Attested Copy of Goods and Service Tax Registration Certificate	
6.	Certificate regarding proper payment towards EPF, ESI & SERVICE TAX by a Chartered Accountant.	
7.	Self Attested Copy of EPF Registration Certificate.	
8.	Self Attested Copy of ESI Registration Certificate.	
9.	Self Attested Copy of PAN Card.	
10.	Work Experience Certificate with details of vintage (The period of experience should not be less than one year).	
11.	No Near Relative Certificate duly filled and signed	
12.	Copy of license from the Assistant Labour Commissioner for the previous contract.	
13.	E-Payment Mandate form duly filled and signed by the bidder and Signed by the banking Authority.	
14.	Declaration of Non Blacklist form duly filled and signed by the bidder.	

## SECTION XII: FINANCIAL BID

To  
The Principal General Manager, (North)  
Bharat Sanchar Nigam Limited, Chennai.

Sub: Tender for House Keeping Services in HARBOUR Division for The Year 2020-21-reg  
Ref: Principal General Manager(North) BSNL, Chennai Tender No.: PGM(N)/DGM NE/HK/2020-2021/1 dated 07.09.2020

\*\*\*\*\*

With reference to your notice above , we quote our rates in the format prescribed.

1. Name of the Tender Applicant :
2. Address of the Tender Applicant :
  - a) Permanent Address :
  - b) Contact Address :
3. Telephone No. / Cell No. :
4. The Total Amount to cover all the Housekeeping needs as per the specification of the

Description of the work	Basic rate of Tender Rs. (in figures) per month	Material Cost Rs. (in figures) per month	Service Charges of the contractor per month. Rs. In figures)	HK Charges per month(exclusive of applicable taxes)=Column B + Column C + Column D Rs. (in figures)	GST18% as applicable in the column .(B+C+D) Rs. (in figures)	Total value of HK Tenderper month=Column E+Column F Rs. (in figures)
A	B	C	D	E	F	G
HK Services @ HARBOUR Division as detailed in Annexure-A	72428.20	20000				

work including all taxes and break up:

**NOTE :**

1 .Tenderers should quote their rate of service charge in terms of amount per unit per month in the financial bid.The rates should be quoted in rupees both in words and figures

2. Service charges may be quoted taking into account, the following components:

- a) 26 man days wages.
- b) EPF &ESI contribution by the Employer
- c) EPF contribution by the Principal Employer is 13% of wages in force
- d) ESI contribution by the Principal Employer is 3.25% of wages in force

3. Basic wages and VDA is based on the rate fixed by Ministry of Labour as on 12-10-2020 for Unskilled labourers for "A" class cities

4. Service charges quoted is inclusive of all levies and duties except Service Tax which will be paid separately at applicable rates

In Words Rupees.-----  
-----

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

**Signature of the Tenderer with seal & date.**

Place:

Signature of the Tenderer  
with Seal

Date :

( End of Section XI I)



## SECTION XIII

### PARTICULARS FOR MANPOWER REQUIREMENT

- 1. Number of labours required for housekeeping work at Harbour Telephone Exchange,CTO building,Broadway Telephone Exchange ,Vallalar Nagar Telephone Exchange and Walltax road Telephone Exchange is 10(ten) on part-time basis only.**
- 2. Number of hours of work per day for a labour is 3 (three)hours**

**ANNEXURE – J**  
**Advanced Stamped Pre- Receipt**

Received with thanks from the Senior Accounts Officer, ( cash) NBA. Flower Bazar Exch.,  
NSC Bose road, Chennai 600 001, 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:

**ELECTRONIC CREDIT CLEARING MANDATE FORM**

1. NAME :
2. ADDRESS :
3. PARTICULARS OF BANK A/C
  - (a) NAME OF THE BANK :
  - (b) BRANCH :
  - (c) BRANCH ADDRESS :
  - (d) MICR CODE :
  - (e) A/C NO :
  - (f) A/C TYPE :
  - (g) IFSC CODE :

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for incomplete information. I would not hold the user institution responsible.

I have read the instruction and agree to discharge the responsibility expected of me as a participant under the scheme.

DATE:

Signature of the authorized signatory  
A/C holder / Customer.  
Signature of the Tenderer

**DECLARATION OF NON BLACKLIST**

I, Sri / Smt,-----

S/o -----

Resident of-----

---

Hereby certify that my / our/ agency / company is not blacklisted in BSNL. In case at any stage it is found that the information given by me / us is false / incorrect , BSNL shall have the absolute right to take any action without any prior intimation to me /us.

Place:

Signature of the Tenderer.

Date;

(with seal)

Address :

Name :

## ANNEXURE - A

### TECHNICAL SPECIFICATION

Cleaning of all Toilets, Washbasins, Urinals and Maintenance of the office premises in and around neat and clean at the building and complex of HARBOUR Division, Chennai Telephones, Chennai-1.

#### 1. SCOPE OF WORK – HOUSE KEEPING:

Cleaning of all Toilets, Washbasins, Urinals and Maintenance of the office premises in and around neat and clean at the O/o DIVISIONAL ENGINEER, HARBOUR, CTO BUILDING and RSUs building of HARBOUR EXTERNAL Division & Harbour Telephone exchange building ,Chennai Telephones, Chennai-600001.

S.No	Name of the Exchange & Address	Approx. Area (sq.ft)	Toilets	Urinals	Wash Basin	Bath rooms
01.	O/o DE HBR EXTERNAL, & CSC CTO BUILDING, SECOND LINE BEACH, Ch-1.	16600	10	10	10	nil
02	WALLTAX ROAD RSU TELEPHONE EXCHANGE, 5,BASIN WATER WORKS STREET, SOWCARPET, CH 600 079	2099	01	01	02	02
03.	VALLALAR NAGAR RSU TELEPHONE EXCHANGE NO.1. CHIDAMBARAM NAGAR CHENNAI 600 021	4300	02	01	01	01
04	BROADWAY RSU TELEPHONE EXCHANGE 114, PEDARIYAR KOIL STREET CHENNAI 600 001.	2800	02	01	01	NIL
05	HARBOUR TELEPHONE EXCHANGE 7,Jaffer Serang Street, Chennai - 600 001	Carpet - 21,500 Open - 19,832	05	04	05	NIL

**ANNEXURE-B**

**BHARAT SANCHAR NIGAM LIMITED**  
**(A Govt. of India Enterprise)**  
**CHENNAI TELEPHONES**  
**O/o DIVISIONAL ENGINEER, HARBOUR ,**  
**SECOND LINE BEACH, CHENNAI-1**

**TENDER NO. PGM(N)/DGM NE/HK/2020-2021/1 DATED 07/09/2020**

**PROFILE OF THE TENDERER**

<b>01</b>	<b>NAME ( in Block Letters)</b>	
<b>02</b>	<b>Whether it is a Registered Company or a Partnership Company or Proprietorship company. If registered company, copy of Regn. Certificate should be enclosed. In case of partnership concern, copy of partnership deed should be enclosed.</b>	
<b>03</b>	<b>Whether registered with Department of Labour? (Copy of registration certificate should be enclosed)</b>	
<b>04</b>	<b>Experience</b>	
<b>05</b>	<b>Certificate from recent clients</b>	<b>(i)</b> <b>(ii)</b>

**All the information furnished above are true to the best of my knowledge and belief.**

**Signature:**

**Name:**

**Relationship with the company:**

## ANNEXURE – D

### LIST OF CONSUMABLES -- MONTHLY REQUIREMENT

<u>S.No.</u>	<u>NAME OF THE ITEMS</u>	<u>Quantity</u>
1.	Brooms (for open yard)	20 Nos.
2.	Soft Brooms	14 Nos.
3.	Moping Stick	14 Nos.
4.	Toilet Cleaning Brush	16 No.s
5.	Brooms for Toilets	20 Nos.
6.	Cleaning Powder	24 Kgs
7.	Soap oil	20 Ltrs
8.	Phenyl	72 Ltrs
9.	Urinal cakes	64 Pieces
10.	Harpic toilet cleaner(500ml)	12 no.s
11.	Napthaline balls	6 Kg.
12.	Bleaching Powder	12 Kg
13	Duster Cloth checked	16 No.s
14	Duster Cloth checked	16 No.s
15	Dettol (50ml bottle)	10 No.s

**ANNEXURE - E**

**UNDERTAKING**

**(1) Have you obtained labour license? Yes or No**

- (i) If yes, give license No. and enclose a copy**
- (ii) If no, do you agree to get the license as soon as the contract is agreed?**

**(2) Are you employing child labour?**

**(3) Are you paying EPF contribution to your employees regularly?**

- (i) If Yes, registration particulars under EPF may be furnished and enclose a copy.**
- (ii) If No, are you exempted from EPF as per provision of the EPF Act?  
Do you agree to pay the EPF contribution regularly?**

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

**Sign of the Contractor :**

**Name :**

**Relationship with the company :**

**Date :**