



**BHARAT SANCHAR NIGAM LIMITED
CHENNAI TELEPHONES**

BID DOCUMENT

**e-TENDER FOR HOUSE KEEPING WORK IN THE
PREMISES OF GENERAL MANAGER (CM) -BSNL
CHENNAI TELEPHONES AT 238,RK MUTT ROAD
CHENNAI-600028.**

e-TENDER No. DGM(B & CCS) CM / HK / 2020-21 / 01 dated 27-07-2020

**Single stage bid submission
Two stage opening – (Technical & Financial Bid)**

**GENERAL MANAGER (CM)
BSNL CHENNAI TELEPHONES
238, R.K. MUTT ROAD, CHENNAI – 600028.**

Certified that the tender contains 65 Pages only

BHARAT SANCHAR NIGAM LIMITED CHENNAI TELEPHONES

TENDER FORM

**e-TENDER FOR HOUSE KEEPING WORK IN THE PREMISES OF GENERAL
MANAGER (CM) -BSNL CHENNAI TELEPHONES AT 238, RK MUTT ROAD
CHENNAI-600028.**

e-TENDER No. DGM(B & CCS) CM / HK / 2020-21 / 01 dated 27-07-2020

Cost of the Tender Form: Rs. 590/- (Rs.500 +GST 18%)

Bid security: Rs. 4,394/-

Estimate value of tender :Rs. 2,19,707/-

Tender forms Available in www.chennai.bsnl.co.in following “Link for E-tenders by Chennai Telephones”.

Due Date & Time of Tender Opening: 14:30 Hrs of 03-10-2000

at

**O/o DGM (B&CCS),
6th FLOOR, 238, RK Mutt Road
RK NAGAR EXCHANGE BUILDING,
Mandaveli, Chennai – 600 028**

Visit us at: www.chennai.bsnl.co.in

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BHARAT SANCHAR NIGAM LIMITED
(A GOVT. OF INDIA ENTERPRISE)
O/o GENERAL MANAGER (CM) BSNL CHENNAI TELEPHONES
238, R.K MUTT ROAD, Mandaveli, CHENNAI – 600028.

e-TENDER No. DGM(B&CCS)/ HK/2020-21/01 dated 27-07-2020

Section -I

NOTICE INVITING TENDER

Digitally Sealed tenders are invited by the undersigned for and on behalf of BSNL, Chennai Telephones for “House Keeping works” in the premises of GM(CM), 238,R.K MUTT ROAD, Mandaveli Telephone Exchange, ch-28. **through E -tendering.** This e-Tender is being conducted through e-procurement Portal <https://www.tenderwizard.com/BSNL> For further details, please refer the details given below in this e-tender document. Tender submitted without the cost of Tender document and Earnest Money deposit shall not be considered for tender bidding. The payment of Bid Security and Cost of e-tender document shall be exempted to MSME/NSIC registered bidders on production of requisite proof in respect of valid certification from MSME/NSIC for the tendered item/work.

1	Name of work	“House Keeping Work” in the premises of GM(CM) 238,R.K MUTT ROAD, Mandaveli Telephone Exchange, CHENNAI-600028.
2	Scope of Work * (* The area under House keeping can be increased or decreased at the discretion of BSNL)	Total no. of locations : 1 st to 4 th floor and 6 th floor. Total Floor Area 1922 Sq.Mtr. No. of Toilets - 13 Nos. No. of Urinals - 7 Nos. No. of Wash basins - 18 Nos.
3	Office of Tender issue	DEPUTY GENERAL MANAGER (B&CCS) BSNL CHENNAI TELEPHONES, CH-28.
4	Contact information	Tel: 044-24955937, Fax : 044-2462 0115
5	Cost of Tender form (The copy of the receipt/DD as proof shall be uploaded on line at https://www.tenderwizard.com/BSNL)	Rs.590/- inclusive of 18% GST.
6	Earnest Money Deposit (EMD) (The copy of the receipt/DD as proof shall be uploaded on line at https://www.tenderwizard.com/BSNL)	Rs.4,394/- (Rupees Four Thousand Three Hundred Ninety Four only)
7	Estimated Cost of the Tender	Rs.2,19,707/- (Rupees Two Lakhs Nineteen Thousand Seven Hundred Seven only) excluding GST
8	Security Deposit	5 % of Annual Contracted amount
9	e-tender Document available on-line at https://www.tenderwizard.com/BSNL	from 13:00 Hrs of 17-09-2020 to 13:58 HRS of 03-10-2020
10	Last date and time for receipt of E - Tender	13:59 Hrs. of 03-10-2020
11	E -Tender Opening date and time	At 14:30 HRS of 03-10-2020

1. ON-LINE Submissions (Technical Bid envelope and Financial Bid/Price Bid envelope) :

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

Broad outline of submissions are as follows:

A. Technical Bid envelope

(i) Submission of Mandatory documents:

- (a) Digitally signed copy of Tender Document (xx pages), Corrigendum's and Addenda.
- (b) Scanned copy of DD/Cheque -Bid Security.
- (c) Scanned copy of DD/Cheque –Tender document fee.
- (d) Document proof of having **experience of a minimum of one year** as on the date of submission of the e-tender, in similar fields with Public Sector Undertakings, Government Establishments, Multi-national Company(s), etc.,. (Proof of experience in the form of relevant “Work order” is to be attached)
- (e) Request for claiming exemption of Bid security & tender document fee and Proof in respect of valid certification from MSME/NSIC for the tendered item/work

(ii) Submission of Eligibility documents:

- (a) Proof for payment of Tender Processing Fee of M/s ITI Limited as per Para 7(iii) of “INFORMATION AND SPECIAL INSTRUCTIONS FOR BIDDERS”
- (b) Scanned copy of The Registration of the Firm, Authenticated copy of Partnership Deed in cases of Partnership Firm.
- (c) Duly filled in Bid form, duly filled in, as per Annexure VIII.
- (d) Duly signed “Declaration under his digital signature that no addition / deletion / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal”.
- (e) Duly filled in Tenderer's profile, duly filled in, as per Annexure VI of the Tender Document.
- (f) Scanned copy of Original “**Power of Attorney**” in case a person other than the Tenderer has signed the Tender Document.
- (g) Duly filled in “No near relative certificate from all partners”.
- (h) Duly filled in Annexure V– “Declaration regarding not blacklisting/ not debarring from taking part in Govt. Tender by any BSNL unit”.
- (i) Scanned copy of GST registration certificate
- (j) Scanned copy EPF Registration Certificate, if any.
- (k) Scanned copy ESI Registration Certificate, if any.
- (l) Scanned copy Labour licence, if any.
- (m) Scanned copy of Income Tax return for two Financial years 2018-19 and 2019-20 and copy of PAN Card

B. Financial Bid (Price Bid) as per the format in Section X should be submitted in separate envelope.

All the above said documents are to be uploaded online.

2. OFF-LINE Submissions (physical document submission) :

The bidder is requested to submit the following documents (in original) one set of

- (i) EMD/Bid Security,
- (ii) Tender Document Fee,
- (iii) Power of Attorney in accordance with Clause No. 6.5, & 7.10 of Section III for authorization for executing the power of attorney, if required.
- (iv) Duly signed “Declaration under his digital signature that no addition / deletion / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal”.
- (v) Price bid as per the format in Section X in separate envelope. in separate cover

Addressing to DE(ADMIN) - GSM at O/o DGM(B&CCS)-GSM BSNL Chennai Telephones, 6th Floor, 238, R.K. Mutt Road, Chennai-600028., on or before the date & time of submission of bids specified in covering letter, in a Sealed Envelope. The envelope shall bear Name of the Work (e-TENDER FOR HOUSE KEEPING WORK IN THE PREMISES OF GENERAL MANAGER (CM)), the tender number, and the words ‘DO NOT OPEN BEFORE’ (due date & time) as mentioned in the Clause 7.2 of Section III of tender document.

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

3.The General Manager (CM), Chennai Telephones reserves the right to reject any or all of the tenders/bids without assigning any reason whatsoever. He is not bound to accept the lowest tender/bid.

4.The bidders downloading the e-tender document are required to submit the tender fee amount through DD / Bankers cheque of an amount of Rs 590/- along with the tender/bid, failing which the tender/bid shall be left unopened/rejected. The DD/banker’s cheque shall be drawn from any Nationalized/Scheduled bank in favor of “ **BSNL, Chennai Telephones** ” and payable at Chennai.

5.BSNL, Chennai Telephone District has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

6.Availability of tender document:- The e-tender document shall be available for downloading from 13:00 HRS of 17-09-2020 to 13:58 HRS of 03-10-2020.

Date & Time of Submission of e-Tender bid:

Last Date/ Time of submission of e-Bid Online: up to 13:59 HRS of 03-10-2020

Last Date/Time of submission of documents in hard copy: up to 14:00 HRS of 03-10-2020

Note:- In case the date of opening of bid is declared to be a holiday or unforeseen internet failure at the opening venue on the scheduled opening date, the date of opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

7.Online opening of Tender e-Bids: by 14:30 HRS of 03-10-2020.

8.Place of opening of Tender e-bids: BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE). BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, authorized representatives of bidders (i.e. Supplier organization) can attend the TOE at the O/o Divisional Engineer (ADMIN & TCSC)-GSM, BSNL Chennai Telephones, 6th floor, 238 R.K. Mutt Road Chennai 600028, where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

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

10.Incomplete, ambiguous, Conditional, tender e-bids are liable to be rejected.

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

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

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

Note: - All documents submitted in the e-bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate. Utmost care to be taken to scan documents that the total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150dpi. However, it shall be the sole responsibility of bidder that the uploaded documents remain legible.

-Sd-

Deputy General Manager (B&CCS)-GSM
BSNL, Chennai Telephones

SECTION-II

INFORMATION AND SPECIAL INSTRUCTIONS FOR BIDDERS FOR e-TENDERING at <https://www.tenderwizard.com/BSNL>

I.GENERAL

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic e-Tendering, BSNL, CHTD has decided to use the portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI Limited, a Government of India Undertaking. Benefits to suppliers/service providers are outlined on the Homepage of the portal. Submission of Online Bids is mandatory for this tender. Those suppliers/service providers not registered on the website mentioned above, are required to get registered beforehand. The intending bidder must read the terms and conditions of this tender carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required. The BSNL, Chennai Telephones reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.

II.INSTRUCTIONS

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

2. Online Bidding Methodology:

Sealed Bid System – Single stage submission using Two envelopes & Two Stages opening.

Financial bids & Technical bids shall be submitted by the bidder at the same time.

E-Reverse Auction/negotiation (if required after opening of Financial bids).

3. Broad outline of activities from Bidders prospective:

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

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

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

5. For participating in this E-Tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the <https://www.tenderwizard.com/BSNL>.

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

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

6.Digital Signature Certificates:

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

7.REGISTRATION:

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

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

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

8.Special Note on Security of Bids

- (i) Security related functionality has been rigorously implemented in www.tenderwizard.com/BSNL in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:
- (ii) As part of the Electronic Encrypted™ functionality, the contents of bid are securely encrypted using Public-Key of the specified officer of a Buyer organization. Bid-encryption in www.tenderwizard.com/BSNL is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.
- (iii) There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal

9.Public Online Tender Opening Event (TOE)

- (i) www.tenderwizard.com/BSNL offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

(ii) Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on www.tenderwizard.com/BSNL. www.tenderwizard.com/BSNL has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic form. A detailed Technical and/ or Financial Comparison Chart enhance Transparency.

(iii) There are many more facilities and features on www.tenderwizard.com/BSNL. For a particular tender, the screens viewable by a Supplier will depend upon the options selected by the concerned Buyer.

10. Important Note:

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

11. **Other Instructions**

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

(ii) Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of <https://www.tenderwizard.com/BSNL>.

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

(i) Obtain individual Digital Signing Certificate (Class III) (DSC or DC) well in advance of your first tender submission deadline on <https://www.tenderwizard.com/BSNL>

(ii) Register your organization on <https://www.tenderwizard.com/BSNL> well in advance of your first tender submission deadline on <https://www.tenderwizard.com/BSNL>.

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

13. Minimum Requirements at Bidders end

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

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

Helpdesk – M/s ITI Limited

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

9962676264 / 8098469169- Shri. Kirubakaran

E-mail ID

twhelpdesk438@gmail.com,

twhelpdesk679@gmail.com,

twhelpdesk444@gmail.com,

bsnltwhelpdesk@gmail.com

15. BSNL Contact:

BSNL Contact

BSNL's Contact Person DE (Admin)-GSM

Telephone 044-2495 5937

E-mail ID: de.ca.bccs.chennai@gmail.com

16. E-reverse auction/ Limited tender option available with the portal, if required will be conducted after the opening of financial bids in case of more than one techno-commercially qualified bidders. However, in case of only one techno-commercially qualified bidder, the Tender Inviting authority reserves the right to go for manual negotiation, if service charges per site quoted by the bidder is on the higher side. The BSNL shall have the right to e-reverse the price bid after opening of the financial bid in case the rate quoted by the lowest bidder found to be abnormally very low / high. In case e-reverse option not available in Portal then BSNL reserves the right to Manual negotiation is applicable

SECTION – III GENERAL CONDITIONS OF TENDER

The General Manager(CM), BSNL CHENNAI TELEPHONES, 238 R.K .MUTT ROAD, MANDAVELI,CHENNAI – 600028., proposes to outsource “House Keeping Work” in the premises of Office Bldg., situated at above address, by closed e-tender.

1. ABBREVIATIONS:

Sl.No.	Abbreviation	Expansion
1.	CMD	Chairman and Managing Director
2.	BSNL	Bharat Sanchar Nigam Limited
3.	CHTD	Chennai Telephone District
4.	GM(CM)	General Manager (CM)
5.	DGM	Deputy General Manager
6.	AGM/DE	Assistant General Manager/Divisional Engineer
7.	SDE	Sub Divisional Engineer
8.	ADMIN & TCSC-GSM	Administration & TCSC - GSM
9.	Sq.M. / Sq.Ft.	Square meter / Square Feet
10.	EMD	Earnest Money Deposit
11.	EPF	Employee's Provident Fund
12.	ESI	Employee State Insurance
13.	Nos.	Numbers
14.	DD	Demand Draft
15.	O/O	Office of
16.	LOI	Letter of Intent

2. AVAILABILITY OF TENDER FORMS :

The e-tender document shall be available at www.tenderwizard.com/BSNL for downloading from 13:00 HRS of 17-09-2020 to 13:58 HRS of 03-10-2020

Date & Time of Submission of e-Tender bid (at the website mentioned above) :

Last Date/ Time of submission of e-Bid Online: up to 13:59 HRS of 03-10-2020

Last Date/Time of submission of documents in hard copy: up to 14:00 HRS of 03-10-2020.

The bidders downloading the e-tender document are required to submit the tender fee amount through DD / Bankers cheque of an amount of Rs.590/- along with the tender/bid, failing which the tender/bid shall be left unopened/rejected. The DD/banker's cheque shall be drawn from any Nationalized/Scheduled bank in favor of BSNL, Chennai Telephones and payable at Chennai.

Note:- In case the date of submission (opening) of bid is declared to be a holiday or unforeseen internet failure at the opening venue on the scheduled opening date, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

3. JOB:

A work contract for “HOUSE KEEPING SERVICES” in the premises of R.K.NAGAR Exchange Building-GSM, (NON-TECHNICAL BLOCK OFFICE) (1st, 2nd, 4th and 6th floors) as described in Sections VI, VII, & VIII of the tender.

4. Period of Contract:-

The contract is initially for a period of **one year** and is extendable for further period of one year as required in terms of 6 months (six) on mutual agreement on the same terms and conditions.

5. ELIGIBILITY:

This invitation for bid is open to all Indian nationals having experience of a minimum of one year as on the date of submission of the e-tender, in similar fields with Public Sector Undertakings, Government Establishments, Multi-national Company(s), etc.,. **The bidder shall submit the duly attested copy of the Award of Contract and also the satisfactory completion certificate from the same organization for proof of experience.** Tenderers having any of the relatives employed in BSNL are not eligible to participate in the e-tender.

6. PROCEDURE:

- 6.1. The bidders must carefully read all the Terms & Conditions and work specifications before filling up the Technical Bid and Financial Bid. Tenderers are requested to get well versed with the tender conditions / guidelines, written hereunder. Those tenderers, who cannot read English, may get the same translated at their own risk in a language known to them and understand the conditions of the tender. Any clarification regarding the same can be had from Divisional Engineer (ADMIN) GSM, BSNL Chennai Telephones, 6th Floor, 238, R.K. Mutt Road, Mandaveli, Chennai 600028, before the submission of bid document.
- 6.2. Tender offer shall include information regarding works, prominent customers to whom similar works have been executed.
- 6.3. No separate contract other than an agreement is to be signed between the successful bidder and Chennai Telephones. Submission of the tender offer by the successful bidder in response to the e-Tender Notice itself is deemed to be the conveyance of his/her acceptance of the tender document.
- 6.4. No employee/relative employed in BSNL, either direct / indirect, of BSNL shall participate in the Tender.
- 6.5. All corrections, additions and alterations in the entries in the tender papers shall be attested by the bidder with date. No errors, over writing shall be permissible, unless attested by the tenderer with date. The tender shall contain the name, address of residence and places of business of person/persons making the tender and shall be signed by the tenderer with his usual signature. In case of authorized representative, a duly certified copy of the power of attorney, relating to the same shall accompany the tender. In case of partnership firm, attested true copy of the partnership deed must be submitted along with the tender and with the authorization from the firm.
- 6.6. The General Manager (CM), BSNL, Chennai Telephones reserves the right not to accept or to reject any or all the tender offers without assigning any reasons.

7. Tender Submission

7.1 On-line Submissions :

The entire bid-submission would be online on the portal of M/s ITI Limited <https://www.tenderwizard.com/BSNL>. Broad outline of submissions are as per Clause No. 1 of Section I of this document.

7.2 Offline Submissions (physical document submission) :

The list of documents for this E-tender (offline) as per Clause No. 2 of Section I, may be submitted by the tenderer in box kept at the following address:

**Divisional Engineer (Admin)-GSM
BSNL Chennai Telephones,
O/o General Manager (CM),
6th floor, 238 R.K. Mutt Road, Mandaveli
Chennai 600028**

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

- 7.3. The documents as per Clause No. 2 of Section I (Off-line submissions) must be submitted in wax-sealed envelope, super scribing the envelope as “E-Tender for House Keeping work in the premises of R.K.NAGAR exchange Building-GSM, (NON-TECHNICAL BLOCK OFFICE - 1st, 2nd, 4th and 6th floors)”, along with EMD and should be addressed to the contact person indicated in this E-Tender.
- 7.4. The above said Off-line submissions/documents should be submitted in person or through an authorized representative. Outstation applicants can send by Registered Post / Speed Post/ Courier and should reach the address mentioned at 7.2 above, on or before the due date and time. The physical documents received after the prescribed date and time shall be summarily rejected.
- 7.5. The prescribed documents as per eligibility criterion should be submitted by tenderer.
- 7.6. The technically successful tenderer shall be intimated in e-tender platform only after technical evaluation of the bid, as per procedures of e-tender platform.
- 7.7. Declaration regarding the close relatives working in BSNL should be submitted as per Annexure-IV.
- 7.8. One bidder can submit only one bid. If more than one bid are submitted by a bidder, all the bids of the said bidder shall be disqualified and rejected.
- 7.9. The bidder shall submit all items as indicated in the schedule of requirement of the bid documents for which he holds the necessary approval.
- 7.10. The Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value and the same shall be attested by a Notary Public and / or registered before the Sub-Registrar concerned.
- 7.11 List of documents to be submitted along with tender (duly filled)

A. Technical Bid envelope –On Line

(i) Submission of Mandatory documents - Online:

- (a) Digitally signed copy of Tender Document (56 pages), Corrigendum's and Addendums.
- (b) Scanned copy of DD/Cheque -Bid Security.
- (c) Scanned copy of DD/Cheque –Tender document fee.
- (d) Document proof of having **experience of a minimum of one year** as on the date of submission of the e-tender, in similar fields with Public Sector Undertakings, Government Establishments, Multi-national Company(s), etc.,. (Proof of experience in the form “Certificate issued by the Work order issuing officer” is to be attached)
- (e) Request for claiming exemption of Bid security & tender document fee and Proof in respect of valid certification from MSME/NSIC for the tendered item/work

(ii) Submission of Eligibility documents - Online:

- (a) Proof for payment of Tender Processing Fee of M/s ITI Limited as per Para 7(iii) of “INFORMATION AND SPECIAL INSTRUCTIONS FOR BIDDERS”
- (b) Scanned copy of The Registration of the Firm, Authenticated copy of Partnership Deed in cases of Partnership Firm.
- (c) Duly filled in Bid form, duly filed in, as per Annexure VIII.
- (d) Duly signed “Declaration under his digital signature that no addition / deletion / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal”.
- (e) Duly filled in Tenderer's profile, as per Annexure VI of the Tender Document.
- (f) Scanned copy of Original “**Power of Attorney**” in case a person other than the Tenderer has signed the Tender Document.
- (g) Duly filled in “No near relative certificate from all partners”.
- (h) Duly filled in Annexure V– “Declaration regarding not blacklisting/ not debarring from taking part in Govt. Tender by any BSNL unit”.
- (i) Scanned copy of GST registration certificate
- (j) Scanned copy EPF Registration Certificate, if any.
- (k) Scanned copy ESI Registration Certificate, if any.
- (l) Scanned copy Labour licence,
- (m) Scanned copy of Tax return for two Financial years 2018-19,2019-20 and copy of Pan Card.

B. Financial Bid (Price Bid) as per the format in Section X - Online

All the above said documents are to be uploaded online.

C. Off-line Submissions (physical document submission) :

The bidder is requested to submit the following documents (in original) one set of

- (i) EMD/Bid Security,
- (ii) Tender Document Fee,

- (iii) Power of Attorney in accordance with Clause No.6.5, & 7.10 of Section III for authorization for executing the power of attorney, if required.
- (iv) Duly signed “Declaration under his digital signature that no addition / deletion / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal”.

in separate cover to DE(ADMIN)-GSM at O/o DGM (B&CCS)-GSM, BSNL Chennai Telephones, 6th Floor 238 R.K. Mutt Road, Mandaveli, Chennai 600028, on or before the date & time of submission of bids specified in covering letter, in a Sealed Envelope. The envelope shall bear (Name of the Work), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time) as mentioned in the Clause 7.2 of Section III of tender document.

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

7.12. The BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Document. All rights and obligations of the bidders, subject to the previous deadline will thereafter be subject to the deadline as extended.

8. MODIFICATION AND WITHDRAWAL OF BIDS :

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

9. PRICE BID / FINANCIAL BID :

The bidder shall give the **total composite price per square meter per month** exclusive of GST. The composite price shall necessarily include the components of (i) Housekeeping for both Open & Carpet Area, (Section VII) (ii) Minimum Wages as per the GOI Notification, (Section IX) (iii) The Cost of the Material for the materials list at each location as per (Section VIII). The bidder shall also give an undertaking along with the bid for the monthly supply of quality/branded materials as per the list as per Section VIII. The price quoted by the bidder shall remain fixed during the entire period of contract & further extensions and shall not be subject to the variation on any account.

10. TENDER SCHEDULE / QUOTATION:

The tenderer will quote the rate both in figures as well as in words, as per the proforma given. If there is difference in the rates mentioned in words and figures or if the rates quoted by any Tenderer are less than the Minimum wages including statutory payment, prescribed by the appropriate Government, such Tenders shall be rejected summarily. Decision of the General Manager (CM), BSNL Chennai Telephones in this regard, shall be final & binding.

a) All columns in the proforma are to be filled up.

b) The quote submitted by the tenderer shall be exclusive of GST applicable from time to time.

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

10.2 The Earnest Money Deposit will be returned to all the unsuccessful bidders after the

agreement is entered with the successful bidder. The EMD will not bear any interest while in the custody of Chennai Telephones. In the case of the successful bidder, EMD paid will be retained without interest and adjusted against the security deposit.

11. BID OPENING:

- 11.1 The nominated officers of the BSNL, Chennai Telephones shall open bids in the presence of the bidders or their authorized representatives who choose to attend on 03-10-2020 by 14:30 Hrs. on due date in the chamber of Divisional Engineer (ADMIN)-GSM, BSNL Chennai Telephones, 6th Floor 238, R.K. Mutt Road, Mandaveli, Chennai 600028. The bidder's representatives who are present shall sign an attendance register. Authority letter from the company / firm to this effect shall be submitted by the bidder before they are allowed to participate in bid opening.
- 11.2 Only one authorized representative for any bidder shall be permitted to attend the bid opening.
- 11.3 If the date fixed for opening of the bid is declared as Holiday by the Government of India, or any unforeseen internet failure at the opening venue on the scheduled opening date, the revised schedule of the date of opening will be notified.

12. CLARIFICATION OF BIDS :

To assist in the examination, evaluation and comparison of bids, the BSNL, Chennai Telephones may, at its discretion ask the bidder for the clarification of its bid. The request for clarification received from bidder within one week from the date of floating of tender, and the response as corrigendum shall be uploaded in www.tenderwizard.com/BSNL portal. However, no post bid clarification at the initiative of the bidder, shall be entertained.

13. PRELIMINARY EVALUTION/ ONLINE OPENING OF BIDS:

- 13.1 Tender Opening Committee/Department shall evaluate the on-line/offline bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 13.2 Arithmetical errors of physical/off-line submissions shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price shall be corrected by the Tender Opening Committee on the basis of on-line submission. If there is a discrepancy between words and figures, the amount in words shall prevail. If the tenderer does not accept the correction of the errors, their bid shall be rejected.
- 13.3 Prior to the detailed evaluation, the Tender Opening Committee will determine the substantial responsiveness of each bid to the Bid Documents. For this purpose, a substantially responsive bid is one which conforms, to all the terms and conditions of the Bid Documents without material deviations. The BSNL, Chennai Telephone's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 13.4 A bid determined as substantially non-responsive shall be rejected.
- 13.5 **The BSNL, Chennai Telephones, may at its discretion waive any minor infirmity or nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.**
- 13.6 The BSNL reserves the right to accept or decline any tender in whole or in part without assigning any reason thereof.

14. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS :

14.1 The BSNL, Chennai Telephones shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to Clause 13.3.

14.2 The technically qualified bids shall be evaluated for financial bids. **The evaluation and comparison of responsive bids shall be of the composite price of the service offered (Rate per square meter per month) exclusive of GST.** Further, the evaluation shall be based on the compliance to Minimum Wages Notification, Material cost and other statutory deductions. If the rates quoted by any Tenderer are less than the Minimum wages including statutory payment, prescribed by the appropriate Government, such Tenders shall not be considered for evaluation.

14.3 Distribution of Quantity

The work will be awarded to the lowest bidder only. However BSNL may award the work to more than one bidder also. In this case BSNL proposes to limit the maximum number of selected bidders up to two only.

BSNL is having full discretion to distribute the sites among the successful bidders as guided in the below table. The discretion of BSNL is final and non-negotiable In this regard.

Table 1(A) (Without Provisions for MSME Units)

No. of Bidders	Distribution Quantity
2	L- 1 : 60% & L- 2 : 40%

Table 1(B) (With provisions for MSME units)

No of Bidders to be approved (Col 1)	Allotted Qty to the respective bidders(Col 2)					Qty earmarked for MSE bidder(s) (Col 3)
	L1	L2	L3	L4	L5 and so on	
One Bidder	75%	NIL	NIL	NIL	NIL	25%
Two Bidders	45%	30%	NIL	NIL	NIL	25%

NOTE :

1. If no eligible MSE bidders are available then aforesaid earmarked 25% quantity shall be de- reserved & the allotted quantity for other general bidders will be restored to 100% and distribution shall be as per Table -1(A)above.
2. If L-1, L-2, L-3 etc happens to be MSE bidders then they will be given allotted quantity as per the applicable sub-column of column 2 of above table. In case, there are MSE bidders whose quoted price is within +15% of L-1 price then 25% reserved quantity shall be distributed amongst such MSE bidders.
3. In the event of any of the eligible bidder(s) not agreeing to supply the equipment or not being considered by BSNL for ordering the equipment, inter-se ranking of the bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot(s). This will be done to ensure that the number of bidders on which order for supply of equipment to be placed remains same as specified in the tender.
4. 25% earmarked for MSE bidder includes sub target of
 - i) Minimum 3% reservation for Women owned MSE bidder and
 - ii) 5% procurement from the MSE's owned by SC/ST entrepreneurs.

Document in support of above may be furnished for availing the sub target.

15. PERIOD OF VALIDITY OF BID :

Bid shall remain valid for 180 days from the date of opening of bids prescribed by the Department. A bid valid for a shorter period shall be rejected by the Department being non responsive.

16. EARNEST MONEY DEPOSIT:

A sum of Rs.4,394/- (Rupees Four Thousand Three Hundred Ninety Four only) in the form of Demand Draft drawn in favour of BSNL, Chennai Telephones and payable at Chennai “valid for a period of 210 days from the tender opening date “, should be enclosed along with the tender towards the Earnest Money Deposit. The Earnest Money Deposit shall be forfeited in case the Tenderer does not abide by his offer. The tenders received without Earnest Money Deposit shall be summarily rejected.

In case of unsuccessful tenderers, the Earnest Money Deposit will be refunded within 3 months of the finalization of the tenders on submission of Advance stamped pre-receipt. The Earnest Money Deposit of the successful bidder shall be adjusted against the Security Deposit.

17. SECURITY DEPOSIT:

The successful tenderer should be required to submit a Security Deposit in the form of Bank Guarantee, or cash or DD or any Govt. securities pledging in favour of BSNL, Chennai Telephones for an amount equivalent to 5% of the contractor amount, which shall be valid for the tender period (i.e.) 18 months in case of 12 months contract, of the annual agreed amount.

17.1 In case of any unsatisfactory work or any deficiency, the BSNL reserves the right to cancel the contract and forfeiting the security deposit.

17.2 The BSNL reserves the right to cancel the contract for any operational reasons.

18. AGREEMENT:

The successful tenderer, after depositing the required Security Deposit will have to enter into an agreement in the proforma as in Annexure-XIII with BSNL for execution of the tender work, in non judicial stamp paper of Rs.100/(Rupees One Hundred only)

The agreement shall be valid for a period of one year and BSNL reserves the right to extend the duration of contract for further one year or till the finalization of new tender in terms of 6 (six) months, at the same rate and terms and conditions subject to satisfactory performance during the previous period by the successful bidder. This is subject to extension of the Performance Bank Guarantee of same amount or enhanced amount as per the discretion of BSNL CHTD, one month prior to the end of the agreement. .

19. SETTLEMENT OF BILLS:

19.1 The tenderer shall submit all the bills on printed forms only, to the designated Paying Authority. Bills are to be prepared by the successful tenderer, in duplicate, enclosing stamped pre receipt. Unless otherwise provided, the payment in full will be made by BHARAT SANCHAR NIGAM LIMITED every calendar month on submission of the claim bill by the successful tenderer after the work is executed successfully and the services mentioned therein complied with fully. The execution of work, successful completion of Scope of work, & cleaning materials purchase bills/voucher/delivery challan on monthly basis duly Certified by the unit officer of BSNL has to be submitted along with the bill.

“Along with the bill, the following information should be furnished. Each bill of the contractor must accompany the ;

- i. List showing the details of labourer/employees engaged.
- ii. Duration of their engagement.
- iii. The amount of wages paid to such labourer / employees for the duration in question.

- iv. Amount of EPF contribution of both employer and employee for the duration of engagement in question paid to EPF authorities.
- v. Copies of authenticated documents of such payments and a declaration from the contractor regarding compliance of the conditions of EPF Act 1952.
- vi. Copy of ESI payment challan to be enclosed “

19.2 Payment, subject to the availability of funds, will be made through NEFT within 21 days of submission of the bill after due verifications for which Bank details (A/C No., Name of the Bank, Branch Name and IFSC Code, ERP Vendor creation form) should be furnished by the successful bidder.

19.3 The work shall not be considered as completed one until a maintenance certificate is signed and submitted to the respective Sub. Divisional Engineer/Divisional Engineer/Assistant General Manager and delivered to the paying authority stating that the works have been completed and maintained to his/ her satisfaction. In addition, the maintenance certificate shall be countersigned by the officer concerned within three days after the expiry of an English Calendar month and the production of the said maintenance certificate shall be a condition precedent to the payment to the tenderer.

19.4 No certificate other than the maintenance certificate referred to above shall be deemed to constitute approval or other matter in respect of which it is issued or shall be taken as an admission of the bill, performance of the tender or any part thereof or of the accuracy of any claim or demand made by the tenderer or varied work have been ordered by Sub. Divisional Engineer/ Divisional Engineer /Assistant General Manager, nor shall any other certificate conclude or prejudice any of the powers of General Manager (CM).

19.5 Penalties, if any, leviable on the successful tenderer will be adjusted in the bill.

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

19.7 For claiming the payment following documents are to be submitted to the paying authority.

- a) Invoice clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST), any other Duties and Taxes, Freight/Packing Charges, etc.
- b) Proof of payment of GST, if applicable.
- c) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST

Note:

- 1) If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.
- 2) Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return in GSTR 1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal.
- 3) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).
- 4) BSNL can adjust/ forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.
- 5) In case BSNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.

20. COMMENCEMENT OF WORK :

The finalization of Tender the successful bidder will be issued with LOI(Letter of Intent) through which the bidder will be asked to submit unconditional Acceptance, Performance guarantee and agreement as in annexure. Based on that award letter will be issued to the successful bidder.

The work shall commence from the date mentioned in the offer letter or as per the instructions of General Manager (CM) or authorized officer and the same shall be for a period of one year and is extendable for a further period of one year in terms of Three months on mutual agreement on the same terms and conditions.

21. PENALTY FOR POOR PERFORMANCE:

- 21.1 A penalty amount equal to 1% subject to the maximum of 5% of the amount along with GST will be deducted from the dues to the successful tenderer for poor services on the basis of assessment. In addition, in case of re execution of the work for any reason whatsoever, the cost of the same will be deducted from the deposits or payments due to the successful tenderer without any notice, over and above the penalty mentioned above.
- 21.2 The penalty amount is deductible from the amount due to the successful tenderer for the supply of services rendered by him as per this tender or from any other amount or amounts due to the successful tenderer from Chennai Telephones and the decision of General Manager (CM) will be final and binding in this regard.
- 21.3 General Manager (CM) reserves the right to reject the services of the successful tenderer in addition to forfeiture of Security Deposit, in case of poor performance, without prejudice to the provision under clause above. In such case, the successful tenderer shall not be entitled to any other claim or damage.

22. LIABILITY :

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

23. FORCE MAJEURE :

If at any time, during the continuance of this agreement, the performance in whole or in part by either party of any obligation under this agreement shall be prevented or delayed by reason of any war, or hostility, acts of the public enmities, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, 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 from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this agreement nor shall either party have any such claim for damages against the other in respect of such nonperformance or delay in performance, and the services under the agreement shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Authority as to whether the discharge of service has been so resumed or not shall be final and conclusive, provided further if prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the agreement.

24. TERMINATION OF THE TENDER BY BSNL :

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

Cancellation / Withdrawal of this E-tender:

- BSNL CHTD has all rights to cancel/terminate/withdraw this tender even at any stage of floating as well as after finalization of tender / issue of work order / issued which is in currency, under prior intimation to Bidder/successful bidder with maximum One week of Time, where any/all clauses of agreement(s)/assurance(s) of this e-tender shall become null and void. BSNL CHTD will not entertain any loss if any arising in this regard.

25. FORFEITURE CLAUSE :

- 25.1 If the tenderer shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall go into liquidation other than a voluntary one for the purpose of amalgamation or reconstruction or if the tenderer shall assign the tender without the consent in writing of BSNL or shall have an execution levied on his goods or if the Authority concerned shall certify in writing to BSNL that in his opinion, the tenderer had abandoned the work or without reasonable excuse has failed to commence the works or has suspended the work for three days after receiving a written intimation to proceed or is not executing the work in accordance with the tender or is persistently or flagrantly neglecting to carry out his obligations under the tender or to the detriment of good workmanship or in defiance of the instructions to the contrary, then BSNL may after giving 14 days notice in writing to the tenderer enter upon the site and expel the tenderer therefrom without thereby avoiding this tender or releasing the tenderer from any of his obligations or liabilities under the tender and may themselves complete the work or use such other tenderer for such completion under the provisions of the tender as they may think proper and BSNL may at any time sell any of the unused materials and apply the proceeds of the sale in or towards the satisfaction of any sums due or which may become due to them from the tenderer under the tender.
- 25.2 The Authority shall as soon as may be practicable after any such entry and subsequent expulsion, fix and determine exparte or by or after reference to the parties or after such enquiries as he may think fit to make or institute and shall certify what amount if any had at the time of such entry or expulsion been reasonably earned by or would reasonably accrue to the tenderer in respect of the work then actually done by him under the tender and what was the value of any unused or partly used materials.
- 25.3 If BSNL shall enter and expel the tenderer under this clause, it shall not be liable to pay to the tenderer any money on account of the tender until the expiration of the said period and

thereafter until the cost of completion and maintenance, damages for delay and all other expenses incurred by BSNL have been ascertained and the amount thereof certified by GM (CM). The tenderer shall then be entitled to receive only such sum or sums as the Authority concerned may certify as due to him upon due completion by him after deducting the said amount. But if such amount shall exceed the sum which would have been payable to the tenderer on due completion by him, then the tenderer shall on demand pay to BSNL , the amount of such excess and it shall be deemed a debt due by the tenderer to BSNL and shall be recoverable accordingly.

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

1) the amount payable in respect of any preliminary items so far as the work or service comprised therein have been carried out or performed and a proper portion as certified by the concerned Authority of any such **items, the work or service comprised in which work has been partially carried out or performed.**

2) **A sum to be certified by the concerned Authority being the amount of any expenditure reasonably incurred by the tenderer in expectation of completing the whole of the work or service in so far as the expenditure shall be covered by the payments in the sub clauses of this clause.**

3) Any additional sum payable under the provisions of the above sub clauses of this clause:

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

26. SERVICE OF NOTICE

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

27. ARBITRATION

Except and otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually the same shall be referred to arbitration as provided hereunder:

(a) A party wishing to commence arbitration proceeding shall revoke Arbitration Clause by giving 60 days notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

(b) The number of the arbitrators and the appointing authority will be as under

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs.5 lakhs to Rs.5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs.5 crores	3 Arbitrators	One arbitrator by each party and the 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

c) Neither party shall appoint its serving employee as arbitrator.

d) If any of the arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.

e) Parties agree that neither party shall be entitled for any pre-reference or pendentelite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

f) Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is upto Rs.5 crores.

Fast track procedure:

(1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section(3).

(2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.

(3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-

(a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;

(b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them:

(c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues:

(d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

(4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

(5) If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of section 29A shall apply to the proceedings.

- (6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.
- (7) The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
Upto Rs.5 crores	Within 6 months (Fast Track procedure)
Above Rs.5 crores	Within 12 months

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

(8) In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

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

- 27.1 Except as otherwise provided elsewhere in the contract, in the event of any disputes/controversy or differences arising out of or relating to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and the parties shall thereupon make every effort to settle the same amicably.
- 27.2 Where the parties are unable to settle the disputes through conciliation, the same shall be referred to sole arbitration of the General Manager (CM) / Chief General Manager, BSNL, Chennai Telephones for referral of such disputes to a sole arbitrator (chosen from the names(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof and any notification issued or rules made thereunder from time to time. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the General Manager (CM) / Chief General Manager, BSNL, Chennai Telephones or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the GM(CM) /CGM, BSNL, Chennai Telephones, or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the GM(CM)/CGM, BSNL, Chennai Telephones or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
- 27.3 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 27.4 The venue of the arbitration proceeding shall be the Office of General Manager (CM) / Chief General Manager, BSNL, Chennai Telephones at Chennai or such other place as the arbitrator may decide

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

29. Set Off

- a) Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by contractor with BSNL.
- b) In the event of said security deposit being insufficient, the balance of total amount recoverable, shall be deducted from any sum due to the Service Provider under this or any other contract with Bharat Sanchar Nigam Limited. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to Bharat Sanchar Nigam Limited on demand the balance amount, if any, due to Bharat Sanchar Nigam Limited within 30 days of such demand made by BSNL.
- c) If any amount due to the company is so set off against the said security deposit, the service provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

SECTION-IV

TERMS AND CONDITIONS OF THE AGREEMENT

1. OBLIGATIONS OF THE AGENCY:

- 1.1 The Agency shall strictly comply with all rules / regulations etc. as per law in force including but not limited to Contractor Labour (Regulation & Abolition) Act, Shops and Establishments Act, Employees Provident Fund Act, ESI Act, Minimum Wages Act and Payment of Wages Act, etc. as applicable during the currency of the contract in respect of any employee or workmen employed or engaged by the Agency.
- 1.2 The Agency shall pay the Wages and other statutory dues payable to any employee or workmen engaged by the Agency at the rate specified or fixed by the Statutory Authority as applicable during the currency of the Contract in respect of them.
- 1.3 The Agency will have to insure all his personnel for risk insurance and a copy of risk insurance policy shall be furnished to the Authority.
- 1.4 The Agency shall maintain all the documents necessary to satisfy the provisions contemplated under Labour Act such as age, sex, educational qualifications, addresses of all the workmen engaged, PF particulars, ESI details, etc.
- 1.5 If any conditions mentioned above are not complied with by the Agency, payments arising out of contract shall be withheld.
- 1.6 The Agency shall be held responsible for any damages / losses to the properties of BSNL, Chennai Telephones under the jurisdiction of the Authority due to the negligence of workers engaged by the Agency and shall compensate the Authority adequately against all such losses.
- 1.7 While submitting the monthly bills to the Authority, the Agency shall also render documentary evidence each month from Bank such as Transaction numbers of NEFT/RTGS/ECS etc., of receipt of Monthly payment of Minimum Wages to the deployed workforce and proof of payment such as copies of challans of remittance of Provident Fund / ESI / Bonus contributions to the deployed workforce made by the Agency, failing which the payment of the bill will be withheld by the Authority until such compliance. The Agency shall duly comply with all Acts, Laws including Minimum Wages Notification, Payment of Bonus Act 1965, Contract Labour (Regulation and Abolition) Act, 1970 or other statutory rules, regulations, bye-laws as applicable or which might be applicable from time to time.
- 1.8 The Agency shall obtain a valid Labour License under the Contract Labour (R&A) Act 1970 and the Contract labour (R&A) Central Rules 1971 and before commencement of the work a copy of which shall be submitted to General Manager (CM). He shall continue to have a valid license until the completion of work. The Agency shall also abide by and comply with the provisions of the Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maternity benefits Act 1961 and Apprentices Act 1961 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The Agency is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits/risks in relation to employees to be engaged by him. The Agency shall also produce these records on demand by GM(CM) authority. If he fails to do so, his failure will be the breach of the contract and GM(CM) may at his discretion cancel the contract without prejudice to any other action under the law and contract. The Agency shall also be liable for any pecuniary liability arising on account any violation of the provision of the acts.

1.8.1 The regulation aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.

1.8.2 The insurance cover protecting the workmen against all claims applicable under the workmen's compensation Act, 1948 shall be taken by the contractor/agency. The contractor/agency shall arrange necessary insurance cover for any persons deployed by them even for short duration. BSNL shall not entertain any claim arising out of mishap, if any that may take place. In the event of any liability/claim falling on BSNL, the same shall be reimbursed / indemnified by the contractor/agency.

1.8.3 As per the Central Government Minimum Wage Act 1949, Basic + DA + HRA should be equivalent to the minimum wages as notified by Central Government from time to time. Hence the revision of minimum wages notified by the statutory body should be accepted forthwith as and when revision occurs. The minimum wage cannot be negotiated with BSNL.

1.8.4 In the event of any failure in this regard and in the event of any loss/damages caused directly or indirectly to GM (CM) the same shall be payable by the Agency along with such penalty as may be decided by GM (CM) which shall not be less than 10 percent of the total loss suffered by GM (CM).

- 1.9 In case, while on duty in the building and compound under the agreement, if any of the Agency's workforce met with any injury / indisposition due to accident or other natural calamities, the Agency shall ensure the immediate and adequate medical aid viz., first-aid and subsequent treatment facilities should be provided to the workers concerned free of cost without failing. In addition, the Agency shall also be liable for meeting with statutory liabilities.
- 1.10 The Authority would have the privacy of contract with the Agency only and will give instructions to him and has nothing to do or be connected with the conditions of employment of the workers working for the Agency. The workers engaged by the Agency shall not have any claim against the Authority for regularization, etc. and their engagement shall stand terminated as soon as the work for which the contract is signed and agreed to comes to an end or the contract is rescinded or cancelled or terminated under any other clause of the contract or by operation of any law.
- 1.11 The workers employed by the Agency shall have good character and record, be polite, well-behaved and respectable to the Officers and employees under the jurisdiction of the Authority and free from communicable diseases.
- 1.12 The Agency shall provide proper uniform to their staff and the staff should always be in neat and clean uniform while on duty.
- 1.13 If the performance of a House Keeping activity is found unsatisfactory, the Agency is liable to pay penalty as mentioned in the penalty clause.
- 1.14 In case of necessity for additional House Keeping work, the approved Agency is bound to meet the additional job / work entrusted by the Authority at the rates mutually agreed upon.
- 1.15 However, the actual requirement may vary from time to time according to the administrative needs, for which separate instructions will be issued from time to time.
- 1.16 The Agency shall under no circumstances subcontract the work.
- 1.17 In order to ensure efficient House Keeping, as per the above clause, the Agency is required to deploy supervisor to oversee the work/ make suitable alternate arrangements.

- 1.18 The schedule of timing of house keeping works to be carried out on regular intervals as indicated below :

SCHEDULE OF CLEANING ACTIVITIES IN THE PREMISES OF R.K. NAGAR (Mandaveli) GSM, NON-TECHNICAL BLOCK OFFICE BLDG (1st, 2nd, 4th and 6th floors)

NATURE OF WORKS: The House keeping work at R.K. NAGAR(Mandaveli) GSM, NON-TECHNICAL BLOCK OFFICE BLDG (1st, 2nd, 4th and 6th floors) of BSNL Chennai Telephones, is to be executed on regular intervals as per the scope and terms & conditions of this House Keeping Contract .

A) Place of Duty : Premises of R.K. NAGAR(Mandaveli) GSM, NON-TECHNICAL BLOCK OFFICE BLDG (1st, 2nd, 4th and 6th floors) of BSNL Chennai Telephones :

Sl..	Item	Activities Involved	Frequency
1	Open area	a) Sweeping around the building, b) Floor to floor garbage collection, c) Cleaning with water, whenever necessary, d) Watering plants and removing dried leaves, e) Eradication of rodents	Regular intervals
2	Carpet area	Sweepings, mopping and washing with soap solution and eradication of rodents	Regular intervals
3	Toilets	a) Cleaning of toilet seats urine pots wash basins, mirrors and tiles (floor & wall) with water & suitable chemicals such as harpic, acid, phenyl etc., b) Sweeping the floor & mopping with water.	Regular intervals
		c) Putting naphthalene balls in urine pots & wash basins.	As required
		d) Drainage cleaning.	As required
		e) Providing liquid-soap for hand washing	As required
4	Urinals	a) Cleaning of toilet seats urine pots wash basins, mirrors and tiles (floor & wall) with water & suitable chemicals such as harpic, acid, phenyl etc.. b) Putting naphthalene balls	Regular intervals
5	Electrical fittings: a) Fans & Tube-lights b) Air-conditioners c) Water Coolers/Drum	Cleaning	Once in a month
6	Wooden/Steel Furniture: a) Chairs & Tables b) Cup Boards	Cleaning	Regular intervals

- 1.19 The Agency shall conform to the provisions of Central/State Act (s) or the Regulations on the subject as well as the terms and conditions of the agreement to be executed.

- 1.20 The tenderer should make the monthly payments to their Staffs engaged by the contractor on or before 7th of every month irrespective of the delay if any in payment of bills by BSNL. Further, as per the existing instructions, the payments to their Staffs shall be made through bank account only.
- 1.21 No child labour is permitted to perform the work.

2. Period of Contract:

The contract shall be for a period of one year from the date of agreement. The period of contract may be extended on the same terms and condition for further period of one year in terms of 6 (six) months on mutual agreement, under the same terms and conditions, and at the sole discretion of The General Manager (CM), Chennai Telephones, Chennai-600028.

SECTION-V

COMMERCIAL CONDITIONS OF THE AGREEMENT:

- 1) The agreement shall be in force for a period of one year and extendable as per the requirement under the same terms and conditions for further period of one year in terms of three months.
- 2) The Authority reserves the right to terminate the agreement at any point of time in case of unsatisfactory performance by the Agency. In this regard, the decision of the Authority shall be final and binding on the Agency.
- 3) In the event of the Authority terminating the agreement in whole or in part pursuant to the above Para, the Authority may procure, upon such terms and in such manner as it deems appropriate, services similar to those prescribed and the Agency shall be liable to the Authority for any excess cost for such similar services. However, the Agency shall continue the performance of the agreement to the extent not terminated.
- 4) The Authority reserves the right to accept the tender for the entire job or for a part of the job.
- 5) BSNL will have the right to increase or decrease up to 50% of the quantity of Services specified at section VI –B (cleaning activity) during the contract period without any change in the unit price or other terms and conditions at the time of award of contract
- 6) The Authority will not reimburse any charges or compensate for the loss of the material or the injuries suffered by the workers engaged by the Agency during the period of agreement.
- 7) The Agency shall be responsible for the loss of any items and compensate in full the loss sustained by the Authority on account of damage of material during his discharge of House Keeping activities.
- 8) The Agency shall make arrangements for the cleanliness of all the area as specified by the Authority. The Agency shall ensure that the cleanliness is maintained all the time at all the places as specified by the Authority.
- 9) The Agency shall maintain the appropriate and relevant registers as specified by the Authority.
- 10) The Authority reserves the right to change the frequency and timings of cleaning activity for all the areas/ any area depending upon the administrative needs. The Authority also reserves the right to add or delete any activity along with their frequency and timings without any extra payment.
- 11) The responsibility for the safety of workers engaged by the Agency has to be borne entirely by the Agency only in addition to the supply of necessary safety gadgets to its workers such as gloves, face mask and other items based on the field requirement.
- 12) In case of any injury and/ or death to any of the workers engaged by the Agency at work, the Agency is wholly responsible for the welfare of the worker / or deceased. The Authority or BSNL organization is in no way responsible for any such act and shall not pay any compensation.

- 13) The instructions in respect of general discipline, behaviour and cleanliness issued by the Authority shall be final and binding on the House Keeping workers employed.
- 14) Proper identity cards in a format prescribed by the Authority are to be issued by the Agency.
- 15) **The Agency has to arrange to carry out the cleaning and sanitation works, keeping the following points in mind.**
 - (a) **The cleaned area should become totally dust-free and spotless, presenting a sparkling look.**
 - (b) **No bad odour should emanate from any part of the area.**
 - (c) **The cleaning should not spoil the natural shine and look of the furniture and other materials.**
 - (d) **The House Keeping activities should not cause any disturbance to the activities of the offices.**
 - (e) **The garbage should be neatly picked up and properly disposed in the dustbins provided by the Civic Body or at any other place/ places specified by the Authority.**
- 16) The Agency shall submit bills on monthly basis as per agreed rates. The Agency shall deploy only those persons whose antecedents have been verified by the Police.
- 17) The Authority shall not be liable to provide any residential accommodation or transport to the House Keeping Staff / Supervisors / Manager. No cooking or lodging shall be allowed inside the office premises.
- 18) The Authority reserves the right to change the place of any House keeping activity. The Authority has also the right to check all the items enumerated at Sl. No.15 above. The Agency shall arrange to redo these items to the satisfaction of the Authority as and when necessitated at with agreed amount and with no additional charges.
- 19) The Agency shall not be permitted to transfer its rights and obligations under this agreement to any other person or organization.
- 20) The Agency is bound by the details and documents furnished by it to the Authority. In case, any of the details or documents furnished by it are found to be false at any stage, the Authority shall have the right to terminate the Agency without assigning any reason.
- 21) In case of breach of any of the terms of the agreement, Security Deposit amount is liable to be forfeited. Any sum of money due or payable to the Agency including the security deposit refundable to it under the agreement can be appropriated by the Authority from the Bills payable / any deposit / Guarantee of the Agency.
- 22) Any payment of taxes and other statutory duties / levies that arise during this agreement period by the Agency shall be the responsibility of the Agency. The Authority bears no responsibility in this regard.
- 23) **The Agency shall bear all the expenses on the provision of jhadu, brooms, brushes/vacuum cleaner, buckets, mopping cloth, fine cloth, gardening tools for removal of unwanted vegetation etc. The quality of these items should commensurate with the bid document. All consumable chemicals such as Acid, Harpic, Finit, detergents, soap, naphthalene balls, odonil etc. shall also be supplied by the Agency only. The contractor shall supply the list of items, quantity, quality/brand etc., for the**

House Keeping work which have been specifically mentioned in the Section VIII., on monthly basis. Further, the contractor shall also submit the bill/voucher/delivery challan alongwith the monthly bill of House keeping.

- 24) The Agency may be called upon for the services on Sunday or Holidays also, if required without any extra charge.
- 25) The Agency shall immediately provide substitute in the event of any person taking leave from job due to his/her personal reasons. The delay by the agency in providing a substitute beyond 3 working days shall attract liquidated damages @ Rs. 200/-per day (Per such case) on the service providing agency, besides deduction in payment on Pro-rate basis.
- 26) On termination it shall be the duty of the Agency to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person creates any disruption hindrance / problem of any nature to General Manager (CM) BSNL.
- 27) The Agency shall furnish the names, contact telephone/mobile numbers, and addresses of persons to be deployed for the Housekeeping services.
- 28) Successful bidder shall be liable for all payments of wages, Salary, Bonus, PF etc to its employees & shall comply with all statutory laws, rules, relating to employment, wages, PF, ID, act etc. It is the successful bidders responsibility to make all payments of wages, Salary, PF, Bonus, etc., to its employees regularly by them without fail.**

SECTION VI

SCOPE OF THE HOUSEKEEPING ACTIVITIES

A. GENERAL INSTRUCTIONS:

- a. **Cleaning of ceilings and the walls and removal of cobwebs from all places in the main administrative building should be done as per schedule. After this, no cobwebs should be spotted at any place in the entire building.**
- b. **Cleaning of windows, glass panes and doors should be done as per schedule or as and when requisitioned by The Authority.**
- c. **Finit should be sprayed in office and other suitable locations specified by the Authority as per schedule to reduce mosquito-menace.**
- d. **The timing and frequency for cleaning and sanitation work given in the schedule is tentative and can be changed as per administrative needs of the Authority.**
- e. **The garbage collected during cleaning of the said compound and other open areas should always be disposed of the dust-bins provided for this purpose or at any other place specified by the Authority from time to time.**
- f. **The Agency shall coordinate with the civic authorities so that garbage is removed from the dustbins regularly at least twice a week.**
- g. **On receipt of any complaint concerning any activity of the agreement either on telephone or in writing from the Officer-in-charge under the Authority, it should be attended within an hour and acknowledgement of the satisfactory completion of the work from the complainant and their disposal has to be done by the approved Agency suitably by responding to the complaint immediately.**

B. SCHEDULE OF CLEANING ACTIVITIES IN THE PREMISES of GM(CM) at R.K. NAGAR GSM NON-TECHNICAL BLOCK OFFICE BLDG (1st, 2nd, 4th and 6th floors) of BSNL Chennai Telephones

Sl..	Item	Activities Involved	Frequency
1	Open area	a) Sweeping around the building, b) Floor to floor garbage collection, c) Cleaning with water, whenever necessary, d) Watering plants and removing dried leaves, e) Eradication of rodents	Daily
2	Carpet area	Sweepings, mopping and washing with soap solution and eradication of rodents	Daily
3	Toilets	a) Cleaning of toilet seats urine pots wash basins, mirrors and tiles (floor & wall) with water & suitable chemicals such as harpic, acid, phenyl etc., b) Sweeping the floor & mopping with water.	Daily
		c) Putting naphthalene balls in urine pots & wash basins.	Weekly
		d) Drainage cleaning.	weekly
		e) Providing liquid-soap for hand washing	Weekly
4	Urinals	a) Cleaning of toilet seats urine pots wash basins, mirrors and tiles (floor & wall) with water & suitable chemicals such as harpic, acid, phenyl etc. b) Putting naphthalene balls	Daily
5	Electrical fittings: a) Fans & Tube-lights b) Air-conditioners c) Water Coolers/Drum	Cleaning	Once in a month
6	Wooden/Steel Furniture: a) Chairs & Tables b) Cup Boards	Cleaning	Daily

SECTION VII – Locations of work, open/carpet space & other available fixtures/installations

SN	Office location RKN GSM	Area of complex (in Sq.Mt)	Toilets	Urinals	Wash basins	Fans / lights
1	1 st floor	411.25	03	02	05	100
2	2 nd floor	410.88	05	02	05	90
3	4 th floor	549.8	02	Nil	02	120
4	6 th floor	549.8	03	03	06	80
	TOTAL	1922 Sq Mt	13	7	18	390

SECTION VIII - Location wise Materials for monthly house keeping

BHARAT SANCHAR NIGAM LIMITED

(A Govt of India enterprises)

LIST OF CONSUMABLES

(May be increased by the officer- in charge based on the actual need)

SNo.	Name of the item	Quantity
1	Dusters	10 Nos / Month
2	Broom of toilets	5 Nos / Month
3	Cleaning powder (Dish wash)	5 Kg / Month
4	Soap oil	5 Ltrs. / Month
5	Phenyl of known brand	50 Ltrs / Month
6	Naphthalene balls	1 kg / Month
7	Urinal cakes	40 Nos / Month
8	Odonil cakes	25 Nos / Month
9	Colin spray	5 Nos / Month
10	Room Refresher	5 Nos / Month
11	Harpic (200ml)	20 Nos / Month
12	Bleaching Powder	5 Kg / Month
13	Hand wash (of known brand)	15 Nos./ Month

The following materials may be supplied till it lasts

SNo.	Name of the item	Quantity
1	Brooms	5 Nos / Month
2	Soft brooms	5 Nos / Month
3	Moping sticks	5 Nos / Month
4	Basket with the lid for garbage collection/twice in the year	5 Nos / Month
5	Plastic bucket for mopping – big	5 Nos / Month
6	Plastic buckets for toilets-small	10 Nos / Month

SECTION IX

The minimum wages shall be as per the Minimum Wages Notification issued from time to time by Ministry of Labour and Employment; Government of India read with Chief Labour Commissioner, Chennai notifications

SECTION X

PRICE BID/FINANCIAL BID– SCHEDULE

Amount Quoted

Amount quoted per month for the house keeping services inclusive of all needs as per the specification in Section IV, Section V, Section VI, Section VII, Section VIII & Section IX <i>Rate per square meter per month without GST.</i>	Amount in figures
	Amount in words

1. Contractor has to quote the rate only per square meter per month.
2. Service tax as applicable has to be claimed separately.
3. Payment will be made for the square meter area allotted for cleaning only.
4. The tenderer shall quote the rate both in figures as well as in words. If there is difference in the rates mentioned in words and figures, such Tenders shall be rejected summarily.
5. If the rates quoted are less than the Minimum wages including statutory payment, prescribed by the appropriate Government, such Tenders shall be rejected summarily.
6. The quoted rates shall be based on the compliance to Minimum Wages Notification, Material cost and other statutory deductions.
7. Certificate of Minimum Wages to be submitted by the tenderer in the given format in **Annexure XII on page no.55**
8. The quoted rates shall be of the composite price of the service offered exclusive of GST.

I have fully studied all the clauses of the tender document and promise to abide by all the terms and condition mentioned in it.

I am also the authorized signatory to sign this tender document for and on behalf of my company.

**Note: a) The Job mentioned should be adhered to throughout the agreement period.
b) In case of failure on the part of the Agency in providing any service, pro-rata deductions / penalty will be made.**

Place:
Date:

Signature of the Tenderer :
Name in Block Letters :
Address & Phone No:

Annexure I

STATEMENT OF COMPLIANCE

To

The General Manager, (South),
BSNL, Chennai Telephones,

Dear Sir/ Madam,

Sub:-Tender for "HOUSE KEEPING SERVICES" in the premises at R.K. NAGAR GSM, NON-TECHNICAL BLOCK OFFICE BLDG (1st, 2nd, 4th and 6th floors) of BSNL Chennai Telephones -Regarding.

I have gone through the complete terms and conditions relating to the tender document of the "HOUSE KEEPING SERVICES" in the premises at R.K. NAGAR GSM, NON-TECHNICAL BLOCK OFFICE BLDG (1st to 4th floor and 6th floor) of BSNL Chennai Telephones and accept the same. I am herewith enclosing

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

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

Place:

Date:

Signature of the Tenderer

Name in Block Letters:

Address:

Annexure II

Advance Stamped Pre-Receipt

Received with thanks from the Accounts Officer (Cash), Circle Office Business Area, BSNL Chennai Telephones, 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 Contractor

Place:

Date :

Annexure III



VENDOR MASTER FORM



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

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

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

Name* :

Address * :

Town/District* :

City* :

State* :

Postal/Pin code* : Country* :

Contact Details:

Telephone Number : Fax No. :

Email_id :

(Mandatory for E-Tendering)

Name of Contact Person : Mobile No. :

Alternate Contact Person : Mobile No. :

Tax information:

PAN :

Service Tax reg. no. :

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

Tax Registration no.
(for Foreign Vendors) :

Income Tax Exemption details:

IT exemption no. : IT exemption rate :

IT Exemption date :

IT exemption date from : IT exemption date to :

Excise Details:

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/ Bank Details:

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

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

SWIFT Code :
(for Foreign Vendors)

IBAN :
(for Foreign Vendors)

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

Industry Status:

Micro/ SSI Status : Yes ☐ No ☐

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

Note:

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

Company / Vendor Authorized Signatory / Designation

Date:

Company Seal

(For Office Use)

Vendor Account Group : Payment Method :

TDS Type - Invoice : TDS Code - Invoice :

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

Annexure IV

No relations certificate

I,son of
.....
residing at
.....

.....hereby certify
that none of my relative as defined in the tender documents is employed
in BSNL. In case at any stage if it is found that the information given by
me is false/ incorrect, BSNL shall have the absolute right to take any
action as deemed fit without any prior intimation to me.

Signature

Name:

Address:

Date: Place:

Annexure V

Declaration

I,son of
.....
Residing at ...
.....

.....hereby certify
that the effect myself/my firm has not been / is black listed / pending
adjudication by BSNL / Other organizations. In case at any stage if it is
found that the information given by me is false/ incorrect, BSNL shall
have the absolute right to take any action as deemed fit without any
prior intimation to me.

Date:

Place:

Signature

Name:

Address:

Annexure VI

BIDDER PROFILE

NAME OF THE AGENCY : _____

ADDRESS OF THE AGENCY : _____

REGISTRATION DETAILS :

(i). SALES TAX : _____

(ii). GST : _____

(iii). REGISTRATION OF COMPANY : _____

(iv). PF REGISTRATION : _____

(v). ESI REGISTRATION : _____

OWNER'S NAME : _____ INCOME TAX PAN
NUMBER : _____

TELEPHONE / MOBILE NO : _____

FAX NO. : _____

RESIDENTIAL ADDRESS : _____

BANK ACCOUNT NUMBER : _____

BANKER'S NAME & ADDRESS : _____

: _____

LIST OF MAJOR CLIENTS : _____

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

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

Annexure VII

BID SECURITY BOND

Whereas (hereafter called “the Bidder”) has submitted its bid dated For Tender No.....

.....**KNOW ALL MEN** by these Presents that We of having our registered office at (hereafter called “the Bank”) are bound untoBSNL Chennai Telephones, in the sum of Rs. For which payment will and truly to be made the Bank binds itself, its successors and assigns by these presents.

THE CONDITION of the obligation are:

- 1 If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - 2 If the Bidder, having been notified of the acceptance of its bid by the BSNL CHTD during the period of Bid Validity.
- (a) Fails or refuses to execute the Contract, if required, or
- (b) Fails or refuses to furnish performance security, in accordance with the instructions to Bidders.

We undertake to pay to , BSNL Chennai Telephones up to the above amount upon receipt of its first written demand, without having to substantiate its demand, provided that in its demand, BSNL Chennai Telephones will note that the amount claimed by it is due to it owing to the occurrence of one or two or both conditions specifying the occurred condition or conditions.

This guarantee will remain in force as specified in Section III Clause 10.1, & 10.2 of the Bid Document up to and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/ dates.

Signature of the Bank

Name

Signed in Capacity of

Full Address of Bank

Tel. No. of Branch

Fax No. of Branch

Signature of Witness

Name of Witness

Address of Witness

Annexure VIII

Bid Form

e-TENDER No. DGM (B & CCS) CM / HK / 2020-21 / 01 dated 27-07-2020

To

THE GENERAL MANAGER (CM),
BSNL - CHENNAI TELEPHONES,
238, R. K. MUTT ROAD
MANDAVELI, CHENNAI – 28.

Dear Sir / Madam,

Having examined the conditions of contract and specifications including addendum No. the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of “House Keeping Work” in the premises of GM (CM), R.K. NAGAR GSM NON-TECHNICAL BLOCK OFFICE BLDG (1st, 2nd, 4th and 6th floors) of BSNL, Chennai Telephones in conformity with instructions issued by BSNL-CHENNAI TELEPHONES Circle Office Business Area, on award of contract and specifications of DGM (B&CCS) / DE (ADMIN) - CM.

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

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

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

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

Dated thisday of2020

Signature of Authorized Signatory.....

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Annexure IX
UNDERTAKING

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

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

Date :

Signature of Authorized Signatory.....

In capacity of

Duly authorized to sign the bid for and on behalf of

Annexure X

PROFORMAS

7(A) For the BIDSECURITY/ EMD Guarantee

(To be typed on Rs.100/- non-judicial stamp paper)

Sub: Bid Security/EMD guarantee.

Whereas M/s R/o
..... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./- (hereafter known as the “B. G. Amount”) valid up to/...../ 20..... (hereafter known as the “Validity date”) in favour of GM (CM), BSNL Chennai Telephones (Hereafter referred to as BSNL) for participation in the tender of work of vide tender no.

Now at the request of the Bidder, We Bank Branch having (Address) and Regd. office address as
..... (Hereinafter called ‘the Bank’) agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the “B. G. Amount”.
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the

said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the “B. G. Amount” and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker’s Cheque in favour of “AO (Cash) COBA, Chennai-600001.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:.....

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers.....

Annexure XI

(Standard Tender Enquiry Document)

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
	(iv) If detection of default after issue of PO/ WO	i)Termination/ Short Closure of PO/WO and Cancellation of APO ii)Rejection of Bid & iii)Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
1(b) cont d.	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i)Termination of PO/ WO. ii)Under take purchase/ work at the risk & cost of defaulting vendor. iii)Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	<p>i)Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable.</p> <p>ii)Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor.</p> <p>iii)Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	<p>i)If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR</p> <p>ii)If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	<p>i)If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/BG/SD; OR</p> <p>ii)If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and</p> <p>iii)Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	<p>Submission of claims to BSNL against a contract</p> <p>(a) for amount already paid by BSNL</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p>	<p>i)Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ‘Set off’ clause 29 of Section III or by any other legal tenable manner.</p> <p>ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
6	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	As above
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL CHTD or not.	
7	a) Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	i)Termination of PO/ WO. ii)Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL CHTD for 3 years from date of issue of banning order. iii)Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.
	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.	iv) Legal action will be initiated by BSNL against the Vendor if required.
	c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) undertakes any action that affects/ endangers the security of India.	

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	<p>i) Termination/ Short Closure of the PO/ WO</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>i) Termination/ Short Closure of the PO/ WO ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a)in spite of order of Arbitrator. b)in spite of court orders	iii) Take legal recourse i.e. filing recovery suite in appropriate court. Termination of contract, if any. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL CHTD from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL CHTD for 3 years from date of issue of banning order.
	(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	
	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
13	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL CHTD is just and proper to order for banning of business dealing with a vendor/ supplier.	
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8:- In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.		

ANNEXURE XII

(Certificate of Minimum Wages)

I/We ----- R/o -----

----- hereby certify that we shall comply with Minimum Wages Act that are to be paid to the labourers engaged by us vide latest rate as fixed by the Labour Commissioner. While quoting the rates for the tender, if any dispute arises out, the payment of minimum wages responsibility lies with us only. We also certify that we shall comply with ESI, EPF, GST and other mandatory charges regularly as per existing rules without any fail.

Date :

Signature of tenderer with seal.

Place :

THIS AGREEMENT IS EXECUTED ON ____the____ of 2020

By and in Between

BSNL, Chennai
Telephone District having office at 238, R.K.Mutt Road, Chennai 600028.,and represented by General Manager (NWO)-CM (hereinafter referred to as the 'Party of First Part' which expression shall include the legally constituted signatories, assigns, successors and officers duly empowered to execute such agreement) of the first part empowered to execute this agreement.

And

____ having Address at _____
(hereinafter referred to as the Party of Second Part' or Second Part which expression shall included the legally constituted signatories, assigns, successors and officers duly empowered to execute such agreement) of the second part through its _____ empowered to execute this agreement.

Whereas the Party of First Part i.e. General Manager (NWO- CM), BSNL CHTD (A Govt. of India Enterprises) is and

Whereas the Party of First Part has established a high brand through quality services, marketing research, publicity and public relation exercise in relation to telecommunication cellular telephony internet broadband and the said high reputation and goodwill so earned has been and continues to be unique in its area of operation.

Whereas the Party of First Part is running and operating Telecom Networks and due to increase in work pressure and increase in the scale of operations the party of first part intend to distribute non-core activities of general nature to the party of second part.

Whereas the Party of Second part desire to own responsibility of/for non-core activates and incidental activities related to proper and suitable functioning of the Telecom Network Premises.

Whereas the Parties agree to that the title / heading / label / title / name / brand / trade-mark /trade-name / design / logo / drawing / blueprint / sign / signal / indication / style / mode in the name and style of "BSNL" shall be exclusive property of party of first part. All compliance of the relevant and applicable law and other statutory provision attracted under such transfer of non core activities privilege, right from the party of first part to second part shall be responsibility and liability of the party of first part. And

Whereas the Parties agrees to that the title / heading / label / title / name / brand / trade-mark / trade-name / design / logo / drawing / blueprint / sign / signal / indication / style / mode in the name and style of "BSNL" shall be exclusive property of party of party of first part, eventually and the cost of such transfer shall be bear by the party of second part. And

Whereas, the transfer of non-core activities as enumerated in the scheme, is not of permanent nature and for a specific period only as defined in this agreement and within the provisions of applicable law and

Whereas the party of second part has offered to enter into the present agreement with the party of first part for services to be rendered, inter alia, for HOUSE KEEPING SERVICES” in the premises of R.K.NAGAR Exchange Building-GSM, (NON-TECHNICAL BLOCK OFFICE and other services which are as given in Annexure D on the terms and conditions herein contained and the rates approved by the party of first part

Whereas the party of second part has been duly accepted and necessary security deposits have been furnished in accordance with the tender document vide (AWO) and whereas no interest will be claimed on the security deposits

Whereas the company is desirous the up keeping and for improvement internal environment of the premises and whereas the contractor is engaged in such activities for various companies and whereas both the parties have discussed.

NOW THEREFORE IN CONSIDERATION OF MUTUAL COVENANTS PREMISES MADE HEREIN AFTER PARTIES AGREES AS FOLLOWS:

- 1) The Contractor shall handle and execute the various cleaning and up keeping operations in the company office at GM- CM Office and its subordinate offices, for a period of one year commencing from _____ (herein state the period when different than one year) for contract amount of Rs. _____ (Rupees Two lakhs ninety nine thousand two hundred and eighty nine sixty paise only). Excluding GST. There after it may be renewed/Extended at the discretion of the company on same terms and conditions for a period of one year in terms of Three months as per requirement.
- 2) The Contractor has been informed the areas of and different works for carryout all in addition to the description of services under section II (2) of this tender, which will include the following.
 - a. Sweeping and mopping of passages.
 - b. Sweeping and wet mopping of reception area, general office area and cabins etc. with soap solution, disinfectants etc.
 - c. Clearing and cleaning of waste paper baskets and ashtrays.
 - d. Dusting of partitions, doors and walls and venetian blinds.
 - e. Cleaning of telephone instruments.
 - f. Cleaning of window glasses from inside and outside.
 - g. Cleaning of main entrance glass doors/wooden doors.
 - h. Cleaning of WCS, wash basins, urinals and mirrors etc. in all the toilets.
 - i. Scrubbing and cleaning of wash basins at regular intervals throughout the day.
- 3) The contractor shall ensure that all persons employed by him shall be efficient honest and conversant with the nature of work.
- 4) Be it clearly understood and agreed that by this Deed no relationship of employer and employee is created between the company and the employees engaged by the contractor.
- 5) The Contractor shall provide the up – keeping services to the company in the areas and manner as discussed. The contractor shall under take and assure the company that he will provide proper and efficient services in the predetermined scheduled of time. Besides services also be rendered by the contractor as and when desired by the company even though it may not as per schedule on charges as may be agreed to separately.

- 6) The contractor shall decide the modus operating as to engage men/machinery by him rendering proper and efficient services and to conform to the prescribed standard of hygiene.
- 7) The contractor being the employer in relation to persons engaged/ employed by him for providing the services under this agreement, shall alone be responsible and liable to pay wages/ salaries to such persons which in any case will not be less than minimum wages as fixed or prescribed for the category of workers employed by him from time to time or state government and/ or any authority constituted by or under any law.
- 8) The contractor shall adhere to and comply with all the laws that may be applicable to him and will extend all the benefits/ privileges as applicable to persons engaged employed by him including that the provident fund, ESI. EPF Men's Compensation Act, Bonus, Gratuity, Minimum Wages Act and Leave, etc. In case of any breach of any Law Rules notifications applicable to the employees of the contractor engaged, the contractor alone shall be responsible and liable for any act of omission and/ or commission committed by any employee, agent, representative, attorney, person engaged by him for discharging the obligations under this agreement.
- 9) The contractor will implement and follow the new labor rate as per Government of India Gazette, notification extra ordinary, dated 01.10.2018 issued by Ministry of Labor and Employment.
- 10) The contractor shall provide uniform to his employees, the pattern of which will be different that that of the company as followed for its employees and they shall wear them at all times while at and maintain such uniform. The contractor shall also provide all safety items such as safety shoes, gloves, masks, etc.
- 11) All Employees of the contractor shall be issued with the identity cards bearing their photographs. Cost of the identity cards & photographs for identity cards shall be borne by the contractor. The contractor shall have the identity card format approved from the company.
- 12) The contractor shall issue name badged to all his employees, which the employees shall wear while on duty.
- 13) The contractor alone shall have the right to take disciplinary action against any person engaged/employed by him. While no right whatsoever shall vest in any such person to raise any dispute and or claim whatsoever against the company. The company shall under no circumstances be deemed or treated as the employer in respect of any person engaged employed by the contractor for any purpose whatsoever nor would be company be liable do any claims whatsoever of any person of the contractor.
- 14) The contractor shall obtain appropriate license under the contract Labor (Regulation and Abolition) Act 1970 and the Rules as amended up to date and shall comply with all terms & conditions there of strictly and shall keep such license duly validated and or renewed from time to time throughout the currency of this agreement.
- 15) in case the company is required to meet any liability in respect of any person engaged/employed by the contractor by virtue of their wing at the premises of the company, it would be open and lawful for the company to detect the amount of any such liability from and out of dues payable to the contractor.
- 16) The contractor shall maintain all registers required under various acts, which may be inspected by the company as well as the appropriate authorities.
- 17) The contractor shall be responsible for all injuries and accidents to persons employed by him.

- 18) The contractor shall be responsible for the conduct and behavior of his employees. If any employee of the contractor is found misbehaving with the company staff the contractor shall take necessary and appropriate action.
- 19) In the event of any loss/damage being occasioned to the company on account of the negligence of the contractor's employees, the contractor shall make good the loss sustained by the company either by replacement of the material/equipment or payment of compensation.
- 20) The contractor shall not appoint any sub – inspector to carry out any obligations under the contract.
- 21) The contractor shall take proper instructions from the company for the execution of the contract of the different places and will faithfully comply with the same.
- 22) The contractor shall provide efficient quantity of materials for carrying out the housekeeping efficiently.
- 23) The contractor shall attend to complaints relating to Housekeeping received from the employee of the company and shall devise a system whereby such complaints when brought to the notice of the contractor will be attended prompt by him or his employees concerned.
- 24) All members of staff employed by the contractor will be subjected to security check by the company staff while leaving the premises.
- 25) The contractor shall be required to provide supervisory staff, so as to ensure proper control for executing the work smoothly and efficiently.
- 26) The contractor shall submit the bill in respect of services rendered by 3rd of the month immediately following the month to which such services relate, duly certified by an authorized representative of the company.
- 27) The contractor will have to produce the register of wages or the register of wages cum master roll of the preceding month along with the bill to be submitted on the 3rd day of the every calendar month for verification, to the nominated official of the company. The contractor shall ensure that the payment to his employees is made in the presence of an authorized representative of the company.
- 28) The contractor shall cause to provide details of recoveries made towards each of the labor engaged in respect EPF, ESI etc. for the previous month along with the paid receipt of the concerned organization DGM (A) BY 5TH of the succeeding month.
- 29) The monthly payment shall be made to the contractor on the production of certificate for satisfactory completion of services provided.
- 30) The contractor shall give the services on all days during the period of the contract as per the company's requirement.
- 31) The contractor's employees will make their own arrangements for food the snacks while at their own cost and the company will not entertain any financial expenditure or provide any canteen facility.
- 32) The contractor should commit any breach of any of the terms and conditions hereof and or fail/neglect to carry out any instructions issued to him by the company from time to time, it shall be open and lawful for the company to terminate this agreement forthwith without assigning any reason and can get the done by any person or through any other agency or contractor at the risk and cost of the contractor and the contractor shall have no right whatsoever on this account.
- 33) In the event of any dispute or arising out of operation of this agreement, it shall be referred to the sole arbitration and the sole arbitrator will be CGM or any Officer appointed by him whose decision shall be final and binding on both the parties. The

venue of the arbitration shall be in Chennai. The cancellation and Arbitration Act, 1996 shall apply to the arbitration.

- 34) In case of any new addition in the areas due to new construction after submission of the tender prorated rates will be allowed on such occasions.
- 35) All the above services and any other of similar nature which will be entrusted to the contractor from time to time by the company, are to be rendered without causing any hindrance or disturbance to any staff member of the company during the normal hours. It shall be carried out efficiently in accordance and in conformity with the standards of neatly and hygienically maintained premises.
- 36) GST in the bill to be made.
- 37) Deduction for absenteeism would be mentioned.

In Witness whereof both the parties mentioned above append their signature in token of having accepted the above terms and conditions.

Party of the first part

Party of the second part

Witnesses

1.

2.

END OF THE E-TENDER DOCUMENT

Signature of the bidder with seal.