



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

Tender No. RCNGN/BG/HOUSE KEEPING SERVICES/2017-18 dt: 13.02.2018

**LIMITED TENDER DOCUMENT**  
**FOR**  
**PROVIDING HOUSE KEEPING SERVICES IN O/o Sr.GM, RCNGN,**  
**Bangalore- 560001.**

Cost of Tender Document: INR 526/-

**IMPORTANT DATES**

Last date of submission of bids: up to 15:00 hrs of 27.02.2018

Date/Time of online bid opening: 15:30 hrs of 27.02.2018

Office of Senior General Manager  
**Regional Centre for Next Generation Network**  
BSNL New Telecom Building,  
Devraj Urs Road, Bangalore -01.

**Tel. 080-24441515 Fax 080-24441514**

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**Section-I (Part-A)**  
**BHARAT SANCHAR NIGAM LIMITED**  
Office of Senior General Manager  
**Regional Centre for Next Generation Network**  
BSNL New Telecom Building,  
Devraj Urs Road, Bangalore -01.

NIT No: RCNGN/BG/HOUSE KEEPING SERVICES/2017-18 Dated: 13.02.2018

**NOTICE INVITING TENDER**

Limited Tender /Expressions of Interest (EOI) are invited on single stage two bid systems on behalf of BSNL by Sr. General Manager, RCNGN Unit Bangalore from the BSNL/ DOT/ PSUs (State/Centre) or other telecom operators Contractors having eligibility as per NIT/Bid document for the work of Cleaning House keeping Services to RCNGN, Bangalore Unit..

Sl No	Location	Covered area
1.	5 <sup>th</sup> Floor, BSNL New Telecom Building, Devraj Urs Road, Bangalore -01	3000 Sq.ft. (Approx)
2.	2nd Floor, BSNL New Telecom Building, Devraj Urs Road, Bangalore -01	10000 Sq.ft (Approx)
Total area		13000 Sq.ft* (Approx)

\* Subject to change. Covered includes toilets/bathrooms also.

**Schedule to invitation of tender:-**

Tender No.	RCNGN/BG/HOUSE KEEPING SERVICES/2017-18 Dated: 13.02.2018
Duration of contract	One year from the date of agreement or completion of work put to tender, whichever is earlier.
Downloading of tender documents	<a href="http://www.ncngn.bsnl.co.in/Tenders">http://www.ncngn.bsnl.co.in/Tenders</a>
Time & last date of submission of Bid	Up to <b>15:00 Hours</b> on 27.02.2018 ( <b>Tender Closing Date</b> )
Time of Bid opening	At <b>15.30 Hours</b> on 27 -02-2018
Place of opening of Tender	<b>O/o DGM (Admin)</b> , 2nd Floor, BSNL New Telecom Building, Devraj Urs Road, Bangalore -01
<b>Time &amp; date of Financial Bid opening</b>	<b>Will be intimated by TOC to eligible bidders.</b>
<b>Estimate cost of the tender</b>	<b>6,00,000/- (Rs Six Lakhs only)</b>
<b>Submission of EMD</b>	<b>Rs 12000/- in the form of a crossed demand draft in favour of "AO(Cash) NCNGN, New Delhi" payable at New Delhi.</b>
<b>Cost of tender</b>	<b>Rs 526/- in the form of a crossed demand draft in favour of "AO(Cash) NCNGN, New Delhi" payable at New Delhi.</b>
<b>Minimum validity of tender offer</b>	<b>180days</b>
<b>Total no of pages of tender document</b>	<b>40</b>

Signature of bidder

**1. Eligibility Criteria for bidders:**

- i. The bidder must have an experience of similar works executed of an amount of Rs Two lakh or more, in single contract, in each of the two years out of previous three years (i.e. 2013-14, 2014-15, 2015-16) in BSNL/MTNL or other government department or any public sector (Central or State) or corporate. The certificate should be issued by an officer not below the rank of AGM/DE or equivalent and also mention the value in Rs. of the work executed.
- ii. The bidder must submit attested copy of requisite license as required under the laws of land for running the house keeping services from the specified address and attested copy of Service Tax/ Trade Tax/ Registration certificate from concerned department.
- iii. Bidder whose near relative (s) is/are employed in BSNL is/are not eligible to participate in the tender.
- iv. The bidder must have a valid ESI and EPF registration.
- v. The Bidder must have registered with Service Tax Authorities.
- vi. The bidder must have a valid PAN

**2. Bid Security / EMD:**

The bidder shall furnish the bid EMD in one of the following ways:

- i. The payment of Bid Security (EMD) and Bid Document Cost will be accepted in the form of Crossed Demand Draft on any scheduled bank in favour of Accounts Officer (Cash) NCNGN, BSNL, New Delhi.
  - ii. The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item
  - iii. The tender, which is not accompanied by the requisite Bid Security, shall be summarily rejected. In addition to this tender document not accompanied with the cost of bid document will summarily be rejected.
3. The contractor shall furnish a declaration to the effect that no addition/deletion/correction have been made in the tender document submitted and it is identical to the tender document appearing in the website. Tender will not be accepted/ received after expiry date and time. CGM NCNGN, New Delhi reserves the right to reject any or all tenders without assigning any reason what so ever.
4. The tender documents along with terms & conditions can be had on a written request with full address from Sub- Divisional Engineer, O/o Sr.General Manager, RCNGN, BSNL, 2<sup>nd</sup> floor, New Telecom Bldg, Devraj Urs Road, Bangalore -01 on all working days from 13.02.2018 to 27.02.2018 10:00 hours. The bid document may also be downloaded from web site <http://www.ncngn.bsnl.co.in/Tenders>.
5. Tender bids received after due time & date will not be accepted.
6. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
7. All computer generated documents should be duly signed / attested by the bidder/ vendor organization.

Signature of bidder

**8. List of Documents to be submitted:**

- a) DD for Bid Security (EMD) and Bid document cost as per amount in NIT.
- b) Experience Certificate as per NIT.
- c) Attested copy of requisite license as required under the laws of land for running the house keeping services.
- d) Copy of PAN No.
- e) The copy of registered partnership deed in cases of partnership firm.
- f) Memorandum of Articles & association, in case of private/public limited company.
- g) ESI/EPF Registration certificate.
- h) Duly attested certificate of registration for GST.
- i) Declaration for not having done any additions/deletions/modifications to terms of the tender document.
- j) DECLARATION W.R.T NO DUES TO BE PAID TO LAW ENFORCEMENT AUTHORITIES LIKE ESI/EPF ETC AUTHORITIES LIKE ESI/EPF ETC.
- k) Copy of Registration Certificate under Contract Labour (Regulation and Abolition) Act 1970.
- l) Income Tax return and Profit and Loss Account of the firm for the last two years shall be furnished.
- m) Any other supporting document

***Afterwards all these documents along with tender document duly signed by the bidder on all the pages shall be submitted in a properly sealed (Wax/Tape) envelop to DGM (Admn.) O/o Sr.GM RCNGN, Bangalore before the date and time mentioned in the NIT.***



**DGM (Admn.)  
O/o Sr.GM, RCNGN,  
Bangalore.**

## SECTION-II

### SCOPE & SPECIFICATION OF THE WORK

It is presumed that the bidder has sufficient understanding of the required works and understands the importance of sanitation and hygiene in an office. Though items of works involved under this contract are detailed out as below, there may be some exigencies / circumstances where the contractor has to perform the activities to ensure proper cleanliness in the complex which may not find express mention herein. As the workers of the contractor will have accessibility to the general records of the office and items in the office, it is incumbent of the part of the contractor and the employees to observe ut-most discipline and due care in handling the records so as to avoid damage, theft and leakage of information. Any lapse on this account shall be treated as violation of contract and consequently invite/invoke punitive clause of tender document. Further, the contractor shall be responsible for making good the damages, if done.

#### 1. Quantum of work:-

RCNGN, Bangalore intends to appoint reputed agency for provisioning of House keeping services at the following locations:

Sl No	Location	Covered area
1.	5 <sup>th</sup> Floor, BSNL New Telecom Building, Devraj Urs Road, Bangalore -01	3000 Sq.ft. (Approx)
2.	2nd Floor, BSNL New Telecom Building, Devraj Urs Road, Bangalore -01	10000 Sq.ft (Approx)
Total area		13000 Sq.ft* (Approx)

\* Subject to change. Covered includes toilets/bathrooms also.

#### 2. Scope & Specification of the Work :-

The House keeping services cover the entire cleaning and upkeep of office premises. The scope of work in detail includes:-

- (i) Sweeping, cleaning and mopping of covered area under control of Sr.GM RCNGN, BSNL, Bangalore.
- (ii) Cleaning, sweeping & mopping of floors of all office chambers / conference room /equipment room/Kitchen /lobby /corridors/toilets/bathrooms /wash

Signature of bidder

basin etc to be done daily and as & when required upto 17:30 hrs. The first cleaning should be completed by 10.00 am daily and second round of cleaning shall be done at 2.00 pm.

- (iii) Kitchen/corridors / lobby / toilets / bathrooms /washbasin etc. are to be cleaned twice daily with phenyl & detergent etc.
- (iv) Daily removing of wastage/garbage etc. and dumping it at the place earmarked by the local body for the purpose from all the rooms/halls/kitchen/ staircases /store/ roof/ Corridors/ Lobby/toilets etc.
- (v) Daily cleaning of chairs/tables/almirahs/computers/printers/fax machines/telephones etc available on each seat.
- (vi) Daily cleaning and refilling of water in room coolers installed in various offices at locations mentioned in Clause 1 of this section.
- (vii) Removal of cobwebs twice a week on Monday & Thursday.
- (viii) Cleaning and warding of kitchen /toilets / urinals / shaft and taking proper care to avoid blocking of sewer system upto the delivery point to the public system.
- (ix) Cleaning/dusting of windows, ventilators, doors, partitions, walls, attachment & fixtures like fans, tubes, fire extinguishers, wall clock etc. of all the offices/store room/equipment room/conference room/kitchen/ lobby /corridors/ bathrooms /stair case etc twice in a week.
- (x) Daily cleaning of water coolers, dustbins, water flasks and buckets with detergent.
- (xi) The dumping of leaves/garbage/wastage etc at the place earmarked by the local body for the purpose.
- (xii) Washing the conference room/floors/stair case/tiles in open/covered area with detergent/phenyl once in fortnight.
- (xiii) Cleaning of carpet, sofa sets and curtains with vacuum cleaner daily.
- (xiv) Proper cleaning of brass doors knobs and name plates with brassoo – once in a week.
- (xv) The contractor shall employ worker after police verification .The contractor shall employ worker of decent character, sound health and general abilities to carry out such work. The worker employed shall wear/keep identity card provided by the contractor. The worker employed should be able to read instructions written in Hindi/English.
- (xvi) The BSNL reserves the right to bar worker, employed by the contractor from carryout the works, if there is doubt about his/her integrity, conduct and character, the decision of the BSNL in this regard shall be final and binding on the contractor.
- (xvii) **Supervision of Work:** The successful bidder shall ensure supervision of the work on daily basis. The contact no. of the person deputed for supervision shall be intimated to the designated officer of RCNGN, BSNL, Bangalore.

**Note :**

- (i) **Good quality of cleaning materials i.e detergent, surf, harpic, phenyl/ phenyl balls/Air freshener /acids/ dusters / pocha/brooms/brush/polish, vaccum cleaner etc. shall be provided by the contractor himself in sufficient quantity in the 1<sup>st</sup> week of the month positively to ensure proper cleanliness in the offices under jurisdiction of Sr.GM RCNGN, BSNL, Bangalore.**
- (ii) **The services of house keeping should be continuously available as and when required from 9.30 Hrs to 17:30 Hrs barring lunch break. The contractor shall be responsible for payment of minimum wages (for unskilled category) and other statutory benefits (like EPF/ESI etc.) to personnel /labour employed by him as per various Law, Rules, Regulations & Acts mentioned in Clause 13 Section V, as fixed from time to time by the authorities concerned. The contractor shall also be responsible for obeying all labour laws.**

**3. Period of Contract:-**

The contract is initially for a period of one year and is extendable for a further period of six months on same rate and same terms and conditions.

**4. Penalty:-**

If the quality of House Keeping Services is not satisfactory or housekeeping service is not provided for any reason a penalty of Rs.200/- per day per location in addition to the wages of that day subject to maximum of 20% of the monthly bill submitted shall be imposed by the designated office in charge. Decision of designated officer of BSNL for this purpose shall be final and binding upon contractor.



**SECTION-III**  
**BIDDER'S PROFILE**

Affix signed Passport size photo

Name and Postal Address of the Bidder	
Registered Address of Bidder	
Status of the Bidder	<i>(i) Proprietorship concern</i> <i>(ii) Partnership firm</i> <i>(iii) HUF</i> <i>(iv) Limited Company</i>
Name of person or authorized signatory for submitting the tender, other documents and empowered for correspondence with BSNL	
Bid Security Particulars	DD No. .... Amount: ..... Name of Bank..... Branch .....
Service Tax registration particulars	
Telephone numbers (with STD Code) of authorized signatory	<i>Office:</i> <span style="float: right;"><i>Residence:</i></span> <i>Fax:</i> <i>Mobile:</i> <span style="float: right;"><i>E-mail:</i></span>
Name(s) of Proprietor/ all Partners / all Directors	

Signature of bidder

**SECTION-IV**  
**INSTRUCTIONS TO BIDDERS**

1. **Eligibility Conditions**

- i. Attested copy of Experience Certificate of similar works executed of an amount of Rs Two lakh or more, in single contract, in each of the two years out of previous three years (i.e. 2014-15, 2015-16 and 2016-17) in BSNL/MTNL or other government department or any public sector (Central or State) or corporate. The certificate should be issued by an officer not below the rank of AGM/DE or equivalent and also mention the value in Rs. of the work executed.
- ii. Attested copy of requisite license as required under the laws of land for running the house keeping services from the specified address and attested copy of Service Tax/ Trade Tax/ Registration certificate from concerned department.
- iii. Bidder whose near relative (s) is/are employed in BSNL is/are not eligible to participate in the tender.
- iv. The bidder must have a valid ESI and EPF registration.
- v. The Bidder must have registered with Service Tax Authorities.
- vi. The bidder must have a valid PAN

2. **Cost of Bidding**

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

3. **Bid Document**

- 3.1 The Bid Documents are to be submitted as per clause 8 of Section III and all the documents submitted are to be cross checked as per Annexure-XVII (List of documents submitted)
- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents.  
**Failure to furnish all information required as per the Bid Documents shall result in the rejection of the bid. Submission of bids substantially responsive to the Bid Documents in every respect will be at the bidder's risk.**
- 3.3 A prospective bidder requiring any clarification on the Bid document shall notify Sr.GM RCNGN, BSNL, Bangalore in writing. Sr.GM RCNGN, BSNL, Bangalore shall respond in writing to any request for the clarification of bid document which receives not later than 7 days prior to the date of opening of Tender.
- 3.4 Any clarification issued by Sr.GM RCNGN, BSNL, Bangalore in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of the bid document.

**4. Amendment to Bid Document**

- (i) At any time prior to the date of submission of bid BSNL may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by amendments.
- (ii) The amendments shall be notified in writing to all prospective bidders on the address given at the time of purchase of the Bid Document and these amendments will be binding on them. It would be notified on our website also.

**5. Documents Comprising the Bid**

The bid prepared by the bidder shall comprise the following components

- (a) Documentary evidence established in accordance with clause **1 of this section** that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- (b) EMD furnished is in accordance with clause **8 of this section**.
- (c) Bid Form and price schedule completed in accordance with clause **6 of this section**.
- (d) Partnership Deed or proprietorship deed or Articles/ Memorandum of Association as the case may be.
- (e) The bidder shall furnish the attested copy of his past experience with PSUs/Government agencies/corporate.
- (f) Certificate of Non-participation of any close relative as per **form IV**.
- (g) A clause by clause compliance as per clause **9.3 of this section**.

**6. Bid Form**

The bidder shall complete the Bid Form as per Form – I and the appropriate Financial Bid (price schedule) at Section VII as per details furnished in Section-II in the bid document covering the services to be rendered.

**7. FINANCIAL BID (PRICE BID)**

- (i) The contractor shall quote price (rate) for all types of works /services given in Section-II.
- (ii) A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- (ii) Discount or extra charge, if any, mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

- (iv) Prices charged by the contractor services performed under the contract shall not be higher than the prices quoted by the contractor in his bid.
- (v) **No revision of price will be permissible on account of revision of necessary items /any in-puts prices or cost of labours etc. No escalation during the period of contract would be allowed on any account.**

**8. Earnest Money Deposit (EMD)**

- 8.1 Pursuant to **clause 5(b)**, the bidder shall furnish, as part of his bid, a bid security in favour of "**AO(Cash) NCNGN New Delhi**" payable at New Delhi in the form of D.D for an amount of Rs. 12,000/- only issued by Scheduled Bank in India and should be valid for a period of 180 Days from the date of tender opening.
- 8.2 The bid security is required to protect the BSNL against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to **Para 8.6**.
- 8.3 A bid not secured in accordance with Para 8.1 shall be rejected by the BSNL as non-responsive at the bid opening stage and returned to the bidder without opening financial bid.
- 8.4 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible as but not later than 30 days after the expiry of the period of the bid validity prescribed by the BSNL.
- 8.5 The successful bidder's bid security will be discharged upon the bidder's acceptance of the Letter of Intent satisfactorily in accordance with **clause 18 as award of contract** and furnishing the performance security and signing the agreement.
  
- 8.6 **The bid security may be forfeited:**
  - (i.) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form, OR
  - (iii) In the case of successful bidder, if the bidder
    - (a) Fails to sign the contract in accordance with clause 20 of "Instructions to Bidders' under Section III
    - OR
    - (b) Fails to furnish performance security in accordance with clause 2 of " General (Commercial) Conditions of Contract " Section V
    - OR
    - (c) Fails or refuses to honor his own quoted price for House keeping services or part thereof.
  - (iv) In both the above cases i.e. 8.6 (i) & (ii), the bidder will not be eligible to participate in the tender for one year from the date of issue of Letter of intent. The bidder will not approach the court against the decision of BSNL in this regard.

9. **Format and Signing of Bid**

- 9.1 The original bid shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid/Clarifications/amendments if any, shall be signed by the person or persons authorized to sign the bid. All pages of the original bid document should be signed by the bidder with stamp and submitted. **Without signature on each page in the original bid document or non-submission of the original bid document will be treated as non-responsive and the bid will be rejected.**
- 9.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct the errors made by the bidder in which case such correction shall be signed by the person or persons signing the bid. If the envelope containing offline documents is not sealed and marked as per instructions, the bid shall be rejected.
- 9.3 A clause by clause compliance of services to be provided shall be given for all the clauses stipulated in **Section I, II, III, IV ,V & VI** of the tender document. In case of deviation a statement of deviation shall be given separately.

10. **Method for submission of bid documents**

The bidder shall submit the following documents to DGM (Admn), O/o Sr.GM RCNGN, 2<sup>nd</sup> Floor, NTB, BSNL, Bangalore-01 on or before 15:00 hours of 27-02-2018. Submission of bids specified in NIT in a Sealed Envelope. The envelope shall bear the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

i) EMD – Bid security (original copy) for Rs. 12000/- (Rupees Twelve Thousands only) through DD/Banker's cheque drawn in favour of AO Cash, NCNGN, , New Delhi and payable at New Delhi **in separate envelope titled EMD.**

ii) DD/ Banker's cheque of Tender fee (original copy) for Rs. **526/-** (Rupees Five hundred Twenty Six only) in favour of AO Cash, NCNGN, New Delhi and payable at New Delhi **in separate envelope titled Tender fee.**

iii) Bid document signed in all pages.

Copy of valid license for providing Housekeeping services.

iv) Board's resolution in favor of authorized signatory.

v) Original "POWER OF ATTORNEY" in case any person other than the tenderer himself has signed the tender.

vi) Pass phrase of technical & financial bid.

vii) Valid MSE certificate if applicable.

11 **Late Bids :**

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to **clause 10** shall be rejected and returned unopened to the bidder.

12. **Modification and Withdrawal of Bids**

- 12.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.
- 12.2 The bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of **clause 10 of this section**. A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy by post not later than the deadline for submission of bids.
- 12.3 Subject to clause 15 of instructions to bidders, no bid shall be modified subsequent to the deadline for submission of bids.

**Bid Opening and Evaluation:**

14 **Opening of Bids:**

- 14.1 The Tenders will be opened in the presence of bidders or their authorized representatives who choose to attend at due time on due date. One representative per bid shall be allowed to be present during the opening of the tender. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening format is given in Form III. The bidder's representatives, who are present, shall sign an attendance register.
- 14.2 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- 14.3 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to Bid-opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender conditions if any.

Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted, by taking signatures of

some of the desirous representatives of the participating bidder/companies present on the occasion.

The Incharge of the Bid opening team will mention the number of bids with name of company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the arguments of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the incharge of the Bid opening team will submit the case for review to competent authority, as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of letter of intent to the successful bidder against the instant tender.

If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days' notice to all the participating bidders to give opportunity to desirous participants to be present on the occasion.

15. **Clarification on Bids :**

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

16 **Preliminary Evaluation:**

- 16.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required documents have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 16.2 Prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document for purpose of these clauses. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. The BSNL determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as substantially non responsive will be rejected by BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

- 16.3 BSNL may waive any minor infirmity or non-conformity 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.

**17 Evaluation**

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

- 17.2 Based on evaluation of Technical bids, a short-listing of bids will be carried out, and only financial bids of these short-listed bids will be opened. Short-listed bidders shall be informed of the opening of financial bids and they may depute their representative on the day of opening of financial bid.

- 17.3 If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by BSNL.

- 17.4 BSNL shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered inclusive of all levies and charges as indicated in the price schedule in section VI of the bid document.

- 17.5 The bids shall be evaluated on the basis of the total monthly cost of house keeping of area as per schedule of requirement (corresponding to price schedule of Form I of Tender Document) of all the four locations.

**18. Award of Contract**

BSNL shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 10 days of issue of Letter of Intent, give his acceptance along with performance security in conformity with Form II of the bid document. The hirer reserves the right to counter offer price(s) against price(s) quoted by any bidder only one or two.



19 **Right to vary Quantities**

BSNL reserves the right at the time of award of contract to increase or decrease up to 50 % of the tendered quantity of services specified in the scheduled of requirements without any change in hiring charges of the offered quantity or other terms and conditions. However BSNL shall place order as per the actual requirements only from time to time.

20 **SIGNING OF CONTRACT**

20.1 Signing of Agreement shall constitute the award of house keeping contract on the bidder.

20.2 Upon the successful bidder furnishing the Performance Security in pursuant to clause 2 of Section V the BSNL shall discharge the EMD in pursuant to clause 8.5 of Section IV.

21. **ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the requirement of clause 20 shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids

22. **PERIOD OF VALIDITY OF BIDS**

(i) The bid shall remain valid for 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.

(ii) A bidder accepting the request of BSNL for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

23. While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of which shall result in our right rejection of the bid.

## SECTION-V

### **GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

#### **1. APPLICATION**

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by BSNL

#### **2. PERFORMANCE SECURITY**

2.1 The successful bidder shall be required to deposit an amount equal to 10% of the contract value within 10 days of issue of letter of intent, as performance Security.

2.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the Performa is provided at Form V of the bid document.

2.3 Performance Security will be discharged after completion of contractors' performance obligations under the contract.

2.4 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure

#### **3. EXECUTION TIME LIMIT**

The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

#### **4. PAYMENT TERMS**

Payment shall be credited in the vendor bank account through net banking on monthly basis against bills after deduction of Income Tax and other dues; if any.

#### **5. SUBMISSION OF BILLS**

(a) The bill of location as mentioned in Section-II shall be submitted by the service provider by 10<sup>th</sup> of the succeeding month to the users. The user shall give the necessary certificate and verify the bill for the final payment. The bill shall be sent by the users to Administration Section for the final payment.

(b) Each monthly bill must accompany certificate from all the in-charge officers of the locations that 'Housekeeping services' provided during the period have been satisfactory.

(i) Amount of EPF/ESI contributions (both employer's & employees contribution) for the duration of engagement in question, paid to the EPF/ESI Authorities,

(ii) Copies of authenticated documents of payments of such contribution to EPF/ESI authorities and

(iii) A declaration from the contractors regarding compliance of the conditions of EPF/ESI Act

**6. PRICES**

(i) Prices charged by the contractor for the services performed under the contract shall not be higher than the prices quoted by the contractor in his bid.

(ii) In the case of reduction of Statutory Levies/Taxes during the period of tender, the BSNL will pay accordingly.

**7. TERMINATION OF CONTRACT**

7.1 BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.

(a) If the contractor fails to provide service within the period (s) specified in the contract or any extension there of granted by BSNL

(b) If the contractor fails to perform any other obligation(s) under the contract

7.2 BSNL reserves the right to terminate the contract at any time with two months Advance notice during the currency of the contract without assigning any reason.

**8. TERMINATION FOR INSOLVENCY**

BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent as declared by the competent authority without affecting its right of action or remedy as hirer.

**9. FORCE MAJEURE**

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

further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

## **10. ARBITRATION**

10.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Chief General Manager, NCNGN, BSNL, New Delhi. 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 Chief General Manager, NCNGN, BSNL, New Delhi or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, NCNGN, BSNL, New Delhi or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Chief General Manager, NCNGN, BSNL, New Delhi or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

10.2 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.

10.3 The venue of the arbitration proceeding shall be in the Office of Chief General Manager, NCNGN, BSNL, New Delhi or such other places as the arbitrator may decide.

## **11. SET OFF**

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.

12. The Bidder should give a certificate that none of his/her near relative is working in BSNL. In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all the directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in any tender of BSNL.

The near relatives for this purpose are defined as:

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s), & son's wife (daughter in law), daughter(s) & daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law).

The format of the certificate is given at Form IV of Bid document.

**13. INDEMNIFICATION:-**

The successful bidder is solely liable to fully indemnify and keep BSNL indemnified against all loses/penalties/awards/decrees arising out of litigation/claims/application initiated against the BSNL on account of acts of omission/commission attributable to successful bidder/ contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. BSNL shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the successful bidder at any point of time.

- (i) Bonded Labour System (Abolition) Act, 1976
- (ii) Contract Labour (Regulation and Abolition) Act, 1970
- (iii) Child Labour (Regulation and Prohibition) Act, 1986
- (iv) Employees provident fund and miscellaneous provisions Act, 1952
- (v) Employees State Insurance Act, 1948
- (vi) Equal Remuneration Act, 1976
- (vii) Industrial Disputes Act, 1947
- (viii) Industrial Employment (Standing Orders) Act, 1946
- (ix) The Labour Laws (exemption from furnishing returns and maintaining registers by certain establishments) Act, 1988
- (x) Minimum Wages Act, 1948
- (xi) Minimum Wages (Central) 1950
- (xii) Payment of Bonus Act, 1965
- (xiii) Payment of Gratuity Act, 1972
- (xiv) Payment of Wages Act, 1936
- (xv) Workman Compensation Act, 1923
- (xvi) Boiler Act, 1923

**14. LEGAL JURISDICTION:-**

It is also a condition of this contract that the court which has territorial jurisdiction upon the place from where the acceptance of the tender is issued shall have absolute jurisdiction for adjudicating any differences or disputes arising out of the contract.

Signature of bidder

## SECTION – VI

### SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the “Instructions to the Bidders” as contained in section IV and General (Commercial) Conditions of the Contract as contained in section V and wherever there is a conflict, the provisions herein shall prevail over those in section IV & V .

#### Conditions of the contract.

2. In case the date fixed for opening of bids is subsequently declared as holiday by the BSNL, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL
4. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. In any dispute arises out or in relation to this contract between BSNL and the contractor the same shall be settled amicably first through conciliation failing which the said dispute shall be referred to CGM NCNGN, BSNL and in case the said CGM NCNGN unable to arbitrate the dispute due to pre occupancy or emergency, any legal or financial implication would rest with the contractor.
6. The engagement and employment of laborers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. BSNL may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.
  - (a) All wages allied benefits such as leave, ESI, PF, Gratuity , Bonus etc, shall be paid by the contractor and BSNL shall not incur any liability or additional expenditure whatsoever for personnel deployed.
  - (b) It is mandatory that the employees must be paid through direct transfer/cheques only.
7. No sub-contracting is permissible by BSNL.

- 8 The contractor shall assign the job of providing house keeping service only to qualified experienced licensed workers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while performing duties.  
BSNL shall have no direct or indirect liability arising out of such negligent, careless work which is an offence under relevant section under IPC and any loss caused to BSNL have to be compensated by contractor.
9. The contractor shall also ensure effective supervision of the House keeping services for efficient services in all the locations.
10. The contractor would ensure healthy industrial relations with his staff and settle workers grievances without disruption of the House keeping services.
11. The contractor shall issue name badges to all its representatives and ensure that they wear them while on duty. Contractor shall issue to all its workers, Identity cards bearing their photographs. This shall be ensured by the contractor, without any extra cost to BSNL.
12. BSNL reserves right to offer counter offer price(s) against price(s) quoted by the bidder.
13. The contractor shall be liable for any legal dispute/case/claims that have arisen or may arise during the currency of the contract.
14. The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.
15. Notwithstanding anything contained in the Bid document, the successful bidder shall have to furnish an unequivocal and unqualified undertaking/declaration to indemnify BSNL at the time of signing of agreement.
16. **LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:**
  - 16.1 In every case in which by virtue of provisions of Section 12, Sub-section (i) of the Workmen's Compensation Act, 1923 BSNL is obliged to pay compensation to a workman employed by the Contractor, in execution of the works. BSNL will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of the BSNL under Section 12, Sub-section (ii) of the said ACT, BSNL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by BSNL to Contractor whether under Section - 12, Sub-section (i) of the said Act, except on the written request of the Contractor and

upon his giving to BSNL full security for all costs for which BSNL might become liable in consequence of contesting such claim.

## **16.2 OBTAINING LICENSE FOR WORK:**

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

## **16.3 Contractors Labour Regulations:**

- a) Working Hours: Normally working hours of an employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- b) When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.
- c) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1950, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.
- d) Where the minimum wages prescribed by the Govt., under the Minimum Wages Act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- e) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

## **16.4 Display of Notice Regarding Wages Etc.**

The contractor shall, before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clear and legible



condition in conspicuous places on the work, notices in “English and in local Indian languages spoken by the majority of the workers, giving the minimum rates of the wages fixed under Minimum Wages Act, the actual wages being paid, the fours of work for which such wage are earned, wages periods, dates of payments of wags and other relevant information.

### **16.5 Payment of Wages.**

- (a) The contractor shall fix wages periods in respect of which wages shall be payable.
- (b) No wage period shall exceed one month.
- (c) The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- (d) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- (e) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wages period, final payment shall be made within 48 hour of the last working day.
- (f) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- (g) All wages shall be paid through direct transfer/cheques only.
- (h) Wages shall be paid without any deductions of any kind except those specified by the Central Govt. by general or special order in this behalf or permissible under the Payment of Wages Act 1936 as amended from time to time. .
- (i) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.
- (j) It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site Engineer or any other authorized representative of the Engineer-in-Charge who will be required to be present at the palace and time of the disbursement of wages by the contractor to workmen.
- (k) The contractor shall obtain from the site Engineer or any other authorized representative of the Engineer-in-Charge, as the case may be, a certificate under his signature at the end of the entries in the “Register of Wages” or the “Wage-cum-Muster Roll”, as the case may be, in the following form: -  
“Certified that the amount shown in the column No..... has been paid to the workman concerned in my presence on..... at.....
- (l) The contractor shall abide by all the provisions of minimum wages act & minimum wages (central ) rules 1950 as amended from time to time.

**16.6 Fines and deductions, which may be made from wages**

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

- (a) Fines
  - (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
  - (c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.
  - (d) Deductions for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
  - (e) Any other deductions, which the Central Govt./BSNL may from time to time, allow.
- 16.7 No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.
- 16.8 No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- 16.9 Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

**17 Labour records**

- 17.1 The contractor shall maintain a Register of Persons employed on work on contract in form XIII of the Contract Labour (R&A) Central Rules 1971.
- 17.2 The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under contract in form XVI of the CL (R&A) Rules 1971.
- 17.3 The contractor shall maintain a Wages Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971.

**18 Register of accidents:-**

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

- a. Full Particulars of the labourers who met with accident.
- b. Rate of wages.
- c. Sex
- d. Age
- e. Nature of accident and cause of accident

- f. Time and date of accident
  - g. Date and time when admitted in hospital
  - h. Date of discharge from the hospital
  - i. Period of treatment and result of treatment
  - j. Percentage of loss of earning capacity and disability as assessed by Medical officer.
  - k. Claim required to be paid under Workmen's Compensation Act.
  - l. Date of payment of compensation
  - m. Amount paid with details of the person to whom the same was paid
  - n. Authority by whom the compensation was assessed
  - o. Remarks.
- 18.1 The contractor shall maintain a Register of fines in the form XII of the CL (R&A) Rules 1971. The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission of which fines can be imposed.
- 18.2 The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971.
- 18.3 The contractors shall maintain a Register of Advances in Form XXIII of CL (R&A) Rules 1971.
- 18.4 The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971.

**19 Attendance card-cum wage slip**

- (a) The contractor shall issue an Attendance card cum wage slip to each workman employed by him.
- (b) The card shall be valid for each wage period.
- (c) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- (d) The card shall remain in possession of the worker during the wages period under reference.
- (e) The contractor shall complete the wages slip portion on the reverse of the card a least a day prior to the disbursement of wages in respect of the wage period under reference.
- (f) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

**20 Employment card**

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

**21 Service certificate**

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

**22 Preservation of labour records:-**

The labour records and records of fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or an other officers authorized by the Ministry of Communication in this behalf.

23 The Engineer-in-Charge may require contractor to dismiss or remove from the site of the work any person or persons in the contractor's employment upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

**24 Power of labour officer to make investigations or enquiry**

The labour officer or any person authorized by the Govt. on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wages clauses and provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor in regard to such provision.

**25 Report of Investigating officer and action thereon**

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer in-charge indicating the extend, if any to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the laborers concerned. The Engineer in-charge shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer of the authorized officer as the case may be.

**26 Inspection of Books And Slips**

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

**27 Submission of Returns**

The contractor shall submit periodical returns as may be specified from time to time.

**28 Amendments**

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

**29. Insurance: -**

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

**30 Compliance with Laws and Regulation:**

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

**31. Tools and Plants**

The contractor shall provide at his own cost all tools, Items, appliances etc. required for proper execution of works. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the

purpose of setting out works, counting, weighing and assisting the measurements for examination at any time and from time to time.

**32. Registration with EPF/ESI Commissioner**

- (a) The successful/prospective bidders will have to furnish documentary evidence that they are registered with EPFO/ESIC. They will also furnish an, undertaking that within seven days of the close of every month they will submit to BSNL a statement showing the recoveries of contributions in the respect of employees with Certificate that the same have been deposited with ESI Commissioner.
  
- (b) Each monthly bill must accompany the
  - (i) List showing the details of labourers/employees engaged.
  - (ii) Duration of their engagement,
  - (iii) The amount of wages paid to such employees / employees for the duration in question
  - (iv) Amount of EPF/ESI contributions (both employer's & employees contribution) for the duration of engagement in question, paid to the EPF/ESI Authorities,
  - (v) Copies of authenticated documents of payments of such contribution to EPF/ESI authorities and
  - (vi) A declaration from the contractors regarding compliance of the conditions of EPF/ESI Act.

**SECTION - VII**  
**FINANCIAL BID (PRICE SCHEDULE)**

**Schedule of Requirement and rates for House-Keeping services in the O/o Sr.GM, RCNGN, BSNL, Bangalore.**

NAME OF THE PARTY \_\_\_\_\_

**MONTHLY RATE FOR HOUSE-KEEPING SERVICES AS PER REQUIREMENTS**

I/We have inspected the site and surroundings of the work as per details given in Section-II of the documents and assessed the scope of works thoroughly and have also gone through the tender documents and understood the terms and conditions stipulated therein before quoting the rates hereunder.

Description of work		Rate per sq. ft. in figures In Rs. (Exclusive of GST) per month	Rate per sq. ft. in words In Rs. (Exclusive of GST) per month
House-Keeping services in the O/o Sr.GM RCNGN, BSNL, Bangalore at Location mentioned at table shown at page no. 5 of section –II of sub-section 1.	Covered Area (13000 Sq Ft Approximately)		

For all the works/services mentioned in Section-II containing scope of work and specification, details of locations having measurement of **covered** areas at locations mentioned at table shown at **Subsection 1 of Section –II**. The rates above are inclusive of all taxes, duties etc. but exclusive of GST and the rates will remain fixed during the validity of the contract original / extended as per provisions of the contract.

**Note:- The GST will be paid extra as applicable.**

Signature and Seal

Signature of bidder

**SECTION-VIII**  
**SPECIMEN OF AGREEMENT BOND**

An agreement is made on xx.xx.xxxx between M/s..... (hereinafter called the contractor) which expression shall where the context so remits include his/their respective heirs, executors administrative, representatives and assign of the one part

and

Bharat Sanchar Nigam Limited through Sr.GM RCNGN, BSNL, Bangalore (herein after referred to as the BSNL) of the other part.

Whereas the contractor has offered to enter into a contract with the said Bharat Sanchar Nigam Limited for Tender of "for provisioning of House Keeping Services in office under Sr.GM RCNGN, BSNL, Bangalore on the terms and conditions of the tender issued by the Sr.GM RCNGN, BSNL, Bangalore vide tender No: RCNGN/BG/HOUSE KEEPING SERVICES/2017-18 Dated: 13.02.2018 and the offer has been duly accepted by the competent authority to award the work vide memo xxxx dated xx.xx.xxxx. The contractor has deposited Rs..... as performance security vide ..... issued by .....

Now, these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows:

The contractor shall during the period of this contract that is to say from ..... to ..... or until this contract is terminated safely carry out by means of labourers employed at his own expenses and by means of tools and material implements to be supplied by him at his own expenses for works against tender no RCNGN/BG/HOUSE KEEPING SERVICES/2017-18 Dated: 13.02.2018. It is understood by the contractor that the quantity of work mentioned in the schedule is likely to change as per actual requirements as demanded by the exigencies of service.

1. If the contractor does not complete the work or deserts the work, the department is at liberty to get the work done from any other agency as deemed fit and difference in expenditure will be recovered from the contractor. The contractor will abide by all the terms and conditions of the tender vide RCNGN/BG/HOUSE KEEPING SERVICES/2017-18 Dated: 13.02.2018.

2. The CGM NCNGN has the right to terminate/extend the contract either partly or fully at any stage without assigning any reason by giving 15 days notice in writing to that effect and shall not be liable to pay any compensation to the contractor thereof.

3. Now with these presents witness, it is hereby agreed and declared by and between both the parties that Annexure-I of the tender i.e. rates accepted are integral part of this agreement and will be followed scrupulously. In witness where both the parties these presents, have set their hands and seals this day, month and year written above.

4. The contractor shall be responsible for payment of Service Tax. With central excise & Taxation Deptt. The documentary proof of the same must be submitted with in One month of payment of particular bill for the amount of Service Tax charged in the said bill.

5. NIT , Tender documents and the agreement signed forms the integral part of this agreement.

Signed, sealed and  
Delivered in presence of

1. Witness

2 Witnesses

(Party on the first part)

Signature of bidder



**FORM – I**

**BID FORM**

Tender No. RCNGN/BG/HOUSE KEEPING SERVICES/2017-18 Dated: 13.02.2018

To  
DGM (Admin)  
O/o Sr. GM, RCNGN,  
Bangalore-01.

Dear Sir,

- 1 We, undersigned, offer to provide House Keeping Services in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2 We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
- 3 If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for an amount equal to 10% of the contract sum for the due performance of the Contract.
- 4 We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 5 Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 6 Bid submitted by us is properly sealed and prepared so as to prevent any subsequent and replacement we have submitted EMD of ----- in the form of D.D/B.G in the prescribed proforma along with the Bid.
- 7 We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this ..... Day of .....2018

Signature of

In capacity of

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

Address.....Signature

Signature of bidder

**FORM – II**  
**BID SECURITY FORM**

No.....

Date.....

To

DGM (Admin)

O/o Sr. GM, RCNGN,

Bangalore-01.

Whereas.....(Hereinafter called “the bidder”) has submitted its bid dated.....  
For service .of Housekeeping vide Tender No. RCNGN/BG/HOUSE KEEPING SERVICES/2017-18 Dated:  
13.02.2018 KNOW ALL MEN by these presents that WE .....of having our registered  
office at ..... (Hereinafter called ‘the Bank’) are bound to BSNL in the sum of Rs 12000/- only for  
which payment will and truly to be made of the BSNL., the Bank binds itself, its successors and assigns  
by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his 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 his bid by the BSNL, during the period of bid validity.
  - (a) fails or refuses to execute the Contract, if required;  
OR
  - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.  
OR
  - (c) fails or refuses to perform their duties fully or partially to the satisfaction of BSNL.

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

This guarantee will remain in force as specified in clause 8 Sec IV of the Bid document up to 180 days 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.

Name & Signature of witness

Authority

Address of witness

Signature of the Bank

Name

Signed in capacity of

Full address of Branch

Tel No. of Branch

Signature of bidder

**FORM - III**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

To  
DGM (Admin)  
O/o Sr. GM, RCNGN,  
Bangalore-01.

Subject: Authorization for attending bid opening on \_\_\_\_\_ (date) in  
the Tender of \_\_\_\_\_.

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

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signatures</b>
Alternate Representative		
Signatures of bidder or Officer authorized to sign the bid Documents on behalf of the bidder.		

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

**FORM – IV**

**PERFORMA FOR NO NEAR RELATIVE CERTIFICATE IN BSNL.**

( Certificate on Non Participation of near Relatives in the tender called for House Keeping Services for Sr. GM RCNGN, BSNL, Bangalore, situated at Bangalore)

**CERTIFICATE**

I \_\_\_\_\_ Son of / W/o \_\_\_\_\_

R/O \_\_\_\_\_ here by certify that none of my relative(s) as defined in Section II.1 clause 11 of tender documents is/are employed in BSNL unit as per details given in tender document. . In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

**Signed** \_\_\_\_\_

For and on behalf of the Agency  
Name (caps)

Position \_\_\_\_\_

Date \_\_\_\_\_

## FORM V

### SPECIMEN PERFORMANCE SECURITY BOND FORM

1. In consideration of Chief General Manager NCNGN Bharat Sanchar Nigam Limited, New Delhi (here in after called the BSNL, New Delhi) having agreed to exempt \_\_\_\_\_ (here in after called the said contractor(s) from the demand of security deposit/earnest money of Rs. \_\_\_\_\_ on production of Bank Guarantee for Rs. \_\_\_\_\_ For the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement dated \_\_\_\_ and Tender document no. RCNGN/BG/HOUSE KEEPING SERVICES/2017-18 Dated: 13.02.2018 (herein after referred to as Agreement) in connection with the contract for supply of \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ (Here in after referred to as "the Bank") at the request of \_\_\_\_\_ (Contractor (s) do hereby undertake to pay to the BSNL, New Delhi an amount of not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL, New by reason of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement.
  
2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL, New Delhi stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the BSNL, New Delhi by reason of breach by the said contractor(s) of any of the terms & conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said Agreement or breach of any terms and conditions of contract. 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, New Delhi in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_
  
3. We undertake to pay to the BSNL, New Delhi any money so demanded not with standing any disputes raised by the contractor(s)/supplier (s) in any suit or proceeding pending before \_\_\_\_\_ any court of tribunal relating there to our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment

Signature of bidder

4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect initially for a period of one year from the date of acceptance and further agree to extend the same from time to time ( three months at each time). It shall continue to be enforceable till all the dues of the BSNL, New Delhi under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL, New Delhi certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of three months from the date hereof, we shall be discharged from all liabilities under this guarantee there after.
  
5. We (name of the bank) \_\_\_\_\_ further agree with the BSNL, New Delhi that the BSNL, New Delhi shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or extend time of performance by the said contractor(s) from time to time or to postpone for any from time to time any of the powers exercisable by the BSNL, New Delhi against the said contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the BSNL, New Delhi or any indulgence by the BSNL, New Delhi to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us
  
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/supplier(s)
  
7. We (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of BSNL in writing.

This guarantee is valid from \_\_\_\_\_ to \_\_\_\_\_

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

For \_\_\_\_\_  
(Indicating the name of the bank)

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

Signature of bidder

**FORM VI**

(To be produced in company's letter head)

I/We M/s .....hereby declare that no addition/deletion/corrections have been made in the downloaded Tender Document being submitted and it is identical to the Tender document appearing on the website

Place  
Date

Name, Designation,  
Signature and Address  
of the signatory

**FORM VII**

(To be produced in company's letter head)

I/We M/s .....hereby declare that no dues have to be paid to Law enforcement authorities like ESI, EPF, S.T authorities etc and not violated any terms of R&A act 1970.

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

The above declarations are given in accordance with the tender conditions.

Signature of Proprietor/Partner/Director

(Shri/Smt./Ms-----)

Place  
Date

Name, Designation,  
Signature and Address