



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
REGIONAL CENTRE FOR ELECTRONIC SWITCHING,
CHENNAI – 600 001.

TENDER DOCUMENT

Tender for
Cleaning Services at RCES, Chennai.

TENDER NO.RCES/CH/TENDER/CS/2019-20/1

Office of the Principal General Manager,
Regional Centre for Electronic Switching,
4th Floor, Flower Bazaar Telecom Building,
NSC Bose Road,
Chennai-600001.

Price: Rs.118/-



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BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
REGIONAL CENTRE FOR ELECTRONIC SWITCHING
CHENNAI - 600 001.

No.RCES/CH/Tender/CS/2019-20/1 dated at Chennai-1 the 10.09.2019.

NOTICE INVITING TENDER

On behalf of the Bharat Sanchar Nigam Ltd. limited Tenders are invited for the work of Cleaning Services of the office premises of the O/o PGM, RCES, Chennai at 4th floor, Flower Bazaar Telecom Building, Chennai -600001 as specified in Annexure I. The estimated cost of tender for Cleaning Services of the office premises of the O/o PGM, RCES, Chennai is Rs.1,98,000/-.

The offer for Cleaning Services should be addressed to Divisional Engineer (RCES), BSNL, O/o PGM, RCES, 4th floor, Flower Bazaar Telecom Building, NSC Bose Road, Chennai – 600 001 and should be super scribed as "Tender for Cleaning Services".

Tender document can be downloaded from our website:
www.ncngn.bsnl.co.in .

The bid form downloaded from the web-site must be accompanied by DD for Rs.118/- towards the cost of tender document [**Non-refundable**] and DD for Rs..3870/- towards Earnest Money Deposit separately. The crossed a/c payee Demand Draft towards the cost of the tender document and EMD shall be drawn on any scheduled bank in favour of “ BSNL collection a/c NCES, Circle “**payable at New Delhi.**

The sealed bids, duly filled as prescribed in the tender document, should reach this office **on or before 15.00 hrs of 25.09.2019** and it shall be opened on the same day at 15.30 hrs in this office.

Encl: Tender document for cleaning services

Divisional Engineer, RCES
Tel No: 044-25389999

Note: Making of this tender enquiry does not qualify the bidder to meet the minimum eligibility condition.

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
REGIONAL CENTRE FOR ELECTRONIC SWITCHING
CHENNAI.

Tender for Cleaning Services of the office premises at 4th floor, Flower Bazaar Telecom Building, Chennai.

Instructions and guidelines to the tenderers

1. On behalf of the Bharat Sanchar Nigam Ltd. limited Tenders are invited for Cleaning Services of the office premises of PGM, BSNL, RCES, 4th floor, Flower Bazaar Telecom Building, Chennai.
2. The tender in the enclosed proforma along with the demand draft for Rs.118/- for cost of tender document and demand draft for Rs.3870/- towards EMD separately should be submitted with **Rate Bid** in a **SEALED cover** and addressed to “The DIVISIONAL ENGINEER (RCES), O/o PGM, BSNL, RCES, 4th floor, Flower Bazaar Telecom Building, NSC Bose Road, Chennai - 600 001” and super scribed as "Tender for Cleaning Services”. The bottom left hand corner of the cover should indicate the name and address of the tenderer.
3. Tenders received in unsealed covers will not be considered. Closing the cover with gum or stapling the cover with stapler will not be treated as sealed cover. The cover should bear the seal/stamp of the tenderer, over the sealing.
4. The period of tender is **for one year** from the date of commencement of the agreement. The bid validity is for **Three months** from the date of opening of the tender. Rates should be quoted both in figures and words in English. If there is a discrepancy in the rates between the figures and words, the rates quoted in words will be taken as correct for the purpose of evaluation. Any correction must be authenticated by the signature of the tenderer or his authorized representative.
5. No amendment to the tender in any form by the tenderer will be permitted after opening of the tenders.
6. The following documents must accompany the tender offer:
 - a) Complete set of Tender Document and each page of the tender document should be signed and stamped by the tenderer or his authorized representative.
 - b) Original power of attorney in case any person other than the tenderer himself has to sign the tender documents.
 - c) Authenticated copy of Partnership Deed in case of Partnership Firm.
 - d) Credentials and Documents as per para 1 of Terms and Conditions of the Tender Document.
 - e) Experience Document/ Certificate as per para 6 of Terms and Conditions of the Tender Document..
 - f) DD for Rs.118/- for cost of tender document and DD for Rs.3870/- for EMD separately.

7. Duly filled and sealed Bids are to be dropped in the tender box kept in the chamber of Divisional Engineer (RCES), BSNL, O/o PGM, RCES, 4th floor, Flower Bazaar Telecom Building, NSC Bose Road, Chennai - 600 001 on or before 15.00 Hrs of 25.09.2019. No acknowledgement will be made for the receipt of bid documents. Tender document may also be sent through registered post. However in case of any postal delay, BSNL, RCES, Chennai will not take any responsibility and if the tender is received late, it shall not be accepted. Any tender received after 15.00 Hrs of 25.09.2019 will not be accepted.

8. It is understood and agreed that, the tenderer by careful examination of the document has satisfied himself of the various terms, conditions and specifications set out therein, and accepted in full before offering the tender.

9. This tender document has the following parts

1. Table of contents
2. Notice Inviting Tender
3. Instructions and Guidelines to the tenderers
4. Terms and Conditions
5. Work specifications
6. Rate Bid form
7. Bid Acceptance form & Certification
8. Agreement format

10. Incomplete and illegible tenders are liable for rejection.

11. Bidder shall furnish an unconditional acceptance of all the terms and conditions of this tender as stated in the bid. Bids without such certificate shall be liable for rejection. No correspondence will be entertained from the Tenderers on the subject.

12. **Note:** Authorized signatory should be:

Proprietary firm: Proprietor or person having power of attorney to sign on behalf of the proprietor. Partnership firm: Any partner or person having power of attorney to sign on behalf of the partners. Company: Chief Executive of the company or person having power of attorney to sign on behalf of the Chief Executive.

Yours faithfully,

Divisional Engineer,
RCES, Chennai

Tel No: 044-25389999

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
REGIONAL CENTRE FOR ELECTRONIC SWITCHING
CHENNAI. – 600 001

TERMS & CONDITIONS
(Cleaning Services of the RCES premises at 4th floor, Flower Bazaar Telecom Building, Chennai)

Cleaning and mopping of Rooms in the office premises of RCES at 4th floor, Flower Bazaar Telecom Building, Chennai, Upkeep of furniture, telephones and curtains available at Regional Centre for Electronic Switching.

1. FIRM REGISTRATION, LICENCE AND STATUTORY OBLIGATIONS

The firm should have been duly registered and licensed under relevant act with current validity. The firm should have obtained registration with PF/ESI authorities and comply with the provisions of EPF and Misc. Provisions Act 1952 and Employees' Provident Fund Scheme 1952 in respect of the persons employed for this work.

2. (a) COST OF TENDER DOCUMENT, EARNEST MONEY DEPOSIT

By whom payable: By all the intending, eligible bidders

Amount: Rs.118/- towards the cost of tender document (Non-refundable) & Rs.3870/-- towards Earnest Money Deposit (EMD). The EMD will be valid for Three months from the date of opening of the tender as mentioned in clause 4 of Instructions and guidelines to the tenderers given above.

The EMD will be forfeited if the bidder (i) withdraws his bid during the period of bid validity specified in the bid form (ii) fails to sign the contract in accordance with clause 18 and (iii) fails to furnish security deposit as per clause 2(b).

A bid not secured in accordance with clause 6(f) of Instructions and guidelines to the tenderers given above shall be rejected as Non-responsive at the bid opening state.

The EMD (Rs.3870/-) of unsuccessful bidder will be returned as early as possible but not later than 30 days after the expiry of the period of bid validity. The EMD will not bear any interest while in the custody of BSNL.

2. (b) SECURITY DEPOSIT

By whom payable: By the successful tenderer.

Amount: 10% of the cost of the work for one year.

Mode of payment: By Demand Draft drawn in favour of Accounts Officer (Cash), BSNL, NCNGN, New Delhi payable at New Delhi. Cheques will not be accepted. The EMD (Rs.3870/-) of the successful tenderer is adjustable against the security deposit payable by him as prescribed.

Period of payment: The successful tenderer shall pay a Security Deposit within a period of 15 days from the date of acceptance of tender.

Refund of Security Deposit: The Security Deposit will not bear any interest while in the custody of BSNL. The Security Deposit will be refunded to the successful tenderer within

6 months after the successful completion of the work and expiry of contract period as per agreement.

Purpose: The Security Deposit is payable as a guarantee for the satisfactory performance of the work.

3. FORFEITURE OF SECURITY DEPOSIT

(i) Delay in taking up the work beyond the time limit (1+2) weeks.

(ii) Failure to perform the work listed in Annexure –I to the entire satisfaction of the Chief General Manager, BSNL, NCNGN, New Delhi will result in forfeiture of the Security Deposit paid by the successful tenderer. This is in addition to any other penal action, the Chief. General Manager, BSNL, NCNGN, New Delhi may choose to take against the successful tenderer to make good the losses suffered by BSNL due to poor performance of the work by the successful tenderer. The decision of the Chief General Manager, BSNL, NCNGN, New Delhi regarding the proper performance of the work is final and binding on the successful tenderer.

4. PENALTY FOR DELAY IN TAKING UP THE WORK

Time is essence of the contract for this work. Work has to be commenced within seven days of the receipt of the work order. For the delayed commencing of the work, an amount equivalent to 2% of the successful tenderer's monthly claim made for executions will be deducted for the delay of every week or part thereof, from the amount payable in the settlement of the monthly claim for the first month. If the delay exceeds more than two weeks, then the work order will be cancelled and the contractor's security deposit will be forfeited without giving any intimation.

5. PAYMENT OF BILLS

Bills for the work executed in each month will be submitted by the successful tenderer in duplicate and duly pre-receipted along with License number.

Bills will be settled after successful completion of work for the month after deduction of Income Tax and other taxes as per rules in force.

Work will be considered to be complete only if certified by the officer nominated by the PGM, BSNL, RCES, 4th floor, Flower Bazaar Telecom Building, NSC Bose Road, Chennai - 1 that the work has been executed as indicated in Annexure -I.

Certificate is to be given by the successful tenderer every month that, the minimum wages and applicable EPF & ESI contribution are made as per the prevailing Laws and as per the current rates, is paid to employee sent for the cleaning services as indicated in Annexure_III A (c).

6. EXPERIENCE

To participate in the tender, a minimum experience of two years in rendering Cleaning services to reputed firms is essential. List of major customers to whom similar works have been executed by the tenderer with supporting documents/certificates as proof of experience is to be enclosed.

7. JOB SCOPE

The work shall conform to the specifications detailed in Annexure-I.

8. SUBMISSION OF TENDER

Tender is to be submitted in the proforma specified in Annexure –II. The tenderer should quote the rate per month for execution of the works excluding the cost of materials as per the work specifications mentioned in Annexure-I. The rate quoted should be **inclusive of all Taxes** for all the works put together for cleaning services.

9. REJECTION / ACCEPTANCE OF OFFER

The Chief.General Manager, BSNL, NCNGN, New Delhi reserves the right not to accept the lowest offer or to reject any or all offers received without assigning any reasons, whatsoever.

10. CANCELLATION

The Chief.General Manager, BSNL, NCNGN, CTS Compound, Netaji Nagar, New Delhi - 110023 reserves the right to cancel the letter of acceptance and work order if the work executed fails to meet the specifications mentioned in Annexure-I without prejudice to any other penal action he may choose to take against the successful tenderer within the terms of this tender document. The Chief General Manager, BSNL, NCNGN, CTS Compound, Netaji Nagar, New Delhi - 110023 shall not be held responsible for any loss or damage suffered by the successful tenderer as a result of cancellation of the letter of acceptance and work order.

11. ACCEPTANCE OF WORK

The successful tenderer shall execute the work according to the specifications indicated in Annexure-I. The work will be inspected by an officer nominated by the PGM, BSNL, RCES, 4th floor, Flower Bazaar Telecom Building, NSC Bose Road, Chennai - 600 001 .

12. FORCE MAJEURE

If, at 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 reasons 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 eventuality be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, the decision of the Chief. General Manager, BSNL, NCNGN, CTS Compound, Netaji Nagar, New Delhi - 110023 shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

13. TERMINATION

If the contractor fails to perform his work as per the terms and conditions of the tender or part thereof, the Chief General Manager, BSNL, NCNGN, CTS Compound, Netaji Nagar, New Delhi - 110023 reserves the right to terminate the contract by giving 15 days notice without assigning any reason whatsoever.

14. ARBITRATION

In case of any dispute in the execution of the work or in the interpretation of these tender conditions the matter will be referred to an Arbitrator appointed by the CGM, BSNL, NCNGN, Circle, CTS Compound, Netaji Nagar, New Delhi-110023. The decision of the arbitrator will be final and binding, as both are parties to the agreement of the work. There should be no objection to any such appointment of the arbitrator on the ground that the arbitrator is a government servant or a PSU executive or that he has to deal with the matter to which the agreement relates to or that in the course of his duties as a government servant or a PSU executive he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, Chief General Manager, BSNL, NCNGN Circle, New Delhi shall appoint another person to act as an arbitrator in accordance with the terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessor.

The agreement to appoint an Arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. The venue of the arbitration shall be the Office of the PGM, BSNL, RCES, 4th floor, Flower Bazaar Telecom Building, NSC Bose Road, Chennai - 600 001 or such other place as the arbitrator may decide.

15. VALIDITY PERIOD OF TENDER

The validity period of tender is **one year** from the date of commencement of the agreement. This period can be extended by a further period of one year maximum at the discretion of the Chief General Manager, National Centre for Next Generation Network, CTS Compound, Netaji Nagar, New Delhi at the same rates, terms and conditions and the successful tenderer is bound to accept.

16. PENALTY FOR NON-COMPLIANCE OF TENDER CONDITIONS

A penalty of 2% of the monthly charges will be deducted for each day if general cleaning is not carried out satisfactorily.

The above penalty will be made by way of deduction in the monthly bill presented by the Contractor. The decision of the Chief. General Manager, BSNL, NCNGN, CTS Compound, Netaji Nagar, New Delhi – 110023 will be final in all the above matters.

17. NON-PARTICIPATION OF NEAR RELATIVES

The near relatives of all BSNL employees (absorbed / directly recruited or on deputation) are prohibited from participation in the tender. The tenderer should give a certificate to this effect as per Annexure-III A (b) of the tender document. In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all 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 security deposit will be forfeited at any stage whenever it is noticed. BSNL will not pay any damages to the company or firm or the concerned person and debarred for further participation.

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), brother's wife(sister-in-law), sister(s) & sister's husband(brother-in-law).

18. AGREEMENT

The successful tenderer has to enter into an agreement with the nominated officer by Chief General Manager, National Centre for Next Generation Network, CTS Compound, Netaji Nagar, New Delhi before commencement of the work under this tender.

Divisional Engineer, RCES

Tel No: 044-25389999

ANNEXURE-I**WORK SPECIFICATIONS****a) Daily services**

1. Sweeping of entire premises consisting of an area of about 1800 square feet at IV Floor of Flower Bazaar Telecom Building ,mopping and cleaning of partitions, doors.
2. Cleaning of the tables, chairs etc. in all the rooms.
3. Cleaning of all the telephones available.
4. Removal of waste materials from waste paper baskets.

The Contractor is responsible for overall supervision, cleanliness, and maintenance of the premises.

b) Weekly Services:

1. Cleaning of fans, tube light fittings, glassed partitions, wooden partitions, glassed windows etc.
2. Removal of cobwebs.
3. Cleaning of carpets, coir mats, false flooring, false ceiling etc.

c) RESPONSIBILITY OF THE SUCCESSFUL TENDERER

The successful tenderer should ensure that the work listed in Annexure-I is carried out on all working days with utmost care without fail.

The Contractor shall provide required services as listed above each day excluding Sundays and holidays.

In order to ensure efficient cleaning services as per the schedule, the Contractor is required to deploy sufficient labours, to execute the works mentioned in Annexure-I.

Rotation of contract labour should be done periodically by the contractor.

The persons so employed by the contractor shall not have any claim whatsoever for regularization/appointment in BSNL and that their engagement is the sole responsibility of the contractor and BSNL has nothing to do with their engagement.

The workers employed by the contractor shall be polite, well behaved and respectable to the Officers, employees from BSNL and other organizations.

The workers employed by the contractor shall have good character and record. They should also be free from communicable diseases.

The contractor shall ensure that the services are rendered by the workers in a neat & proper dress code.

The contractor shall in no circumstances sublet the work to another contractor. The contractor will be completely responsible for complying with all the Central and State Government's statutory obligations of labour laws, as amended from time to time, for carrying out the work. BSNL will not be responsible for any violation of labour laws by the contractor. The contractor shall maintain appropriate & relevant records regarding statutory obligations of labour laws and produce the same on demand.

PAYMENT TO LABOURERS:

The contractor should make the payments to the labourers monthly before 7th of every month irrespective of the delay, if any, in payment of his bills by Sr.AO (Cash), NCNGN, New Delhi.

All conditions relating to & specified in the latest Contract Labour (Regulation & Abolition) Act, 1970 including wages & payment of wages, Welfare & Health of Contract Labourers, Labour records (Register for labourers, Wage Register etc), Licensing of Contractor, Penalties & Procedures, Miscellaneous items etc. shall be strictly adhered to by the contractor. The workers employed by the contractors are to be paid by the contractor fair wages as per the Minimum Wages Act of Labour Laws issued by Central/State Government from time to time. No child labour should be employed.

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

Any injury/mishap caused to the worker during the course of work shall be attended /hospitalized by the contractor. The Contractor is governed by the Workman's Compensation Act in case of any claim by the workers employed by him/her/firm. The Contractor shall indemnify BSNL of all claims made by the workers of the contractor.

The contractor shall be responsible for discipline and in the event of any misconduct etc., PGM., RCES, BSNL, 4th floor, Flower Bazaar Telecom Building, NSC Bose Road, Chennai - 600 001 and his representative shall have the right to inform the contractor to take remedial action and make necessary immediate rearrangement.

The contractor shall be responsible for the loss or damage of any of the furniture and departmental properties during the course of discharge of the work. The cost of the loss / damaged items at the rate fixed by BSNL will be recovered from the tenderer.

d) MATERIALS :

All the cleaning materials and accessories like Vim, Phenyl, Broomstick & Brush, Liquid soap, Mop, Odonil, Dettol, Room Freshner Spray, Surf, Cobweb removers, Soap-oil etc, will be purchased and provided to the successful tenderer by RCES, BSNL Chennai.

ANNEXURE -II

RATE BID

CLEANING SERVICES FOR RCES, Chennai.

Reference: Tender No RCES-CH/TENDER/CS/19-20/1
of RCES, BSNL, Chennai-600001.

Rate per month for execution of work
excluding cost of materials as per the
Specifications listed in Annexure-I &
inclusive of all Taxes :

Rs.....(Rupees.....
.....
.....)

PLACE:
DATE:

SIGNATURE OF THE AUTHORITY OF
BUSINESS FIRM WITH SEAL

BID ACCEPTANCE FORM

**Tender for Cleaning Services of the office premises at 4th floor, Flower Bazaar
Telecom Building, Chennai.**

Reference: Tender No RCES-CH/TENDER/CS/19-20/1

We have read all the pages of the bid form and understood all the terms and conditions and accept them fully. In case of non- observance of any of the conditions mentioned in the bid form, my/our Bid may be cancelled.

Place:

Signature of the Bidder

Date:

ANNEXURE –III A (a)**Certification**

1. Name and address of the Tenderer in full :
(with Telephone number)
2. Past experience in Cleaning Services :
3. Firm Registration and Licensee number and date:

I / We hereby promise to undertake the work of **Cleaning Services of the office premises at 4th floor, Flower Bazaar Telecom Building, Chennai** as per the specification mentioned in Annexure-I of the tender.

PLACE:

DATE:

Signature of the Bidder.

ANNXURE- III A (b)

(Certificate on Non-Participation of near Relatives in the tender called for cleaning services at RCES, Chennai.

CERTIFICATE

I -----, S/o -----R/o -----
hereby certify that none of my relatives as defined in clause 17 of Terms and Conditions of the tender document (Tender No RCES-CH/TENDER/CS/19-20/1) 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 Service Provider

Name (in CAPITAL) _____

Position _____

Date: _____

ANNXURE- III A (c)

(Certificate on payment of minimum wages and applicable EPF/ESI for the labour sent for cleaning services at RCES, Chennai.)

CERTIFICATE

It is hereby declared that the minimum wages and applicable EPF / ESI contribution are made as per the prevailing Laws and as per the current rates, is paid to the employees sent for the cleaning services.

Authorised Signatory

ANNEXURE –IV

FORM OF AGREEMENT

(To be executed on a Non-judicial Stamp paper of Rs.100/=)

Tender No. RCES-CH/TENDER/CS/19-20/1**Preamble**

This deed of agreement is made on this---th day of between the Chief General Manager, National Centre for Next Generation Network, CTS Compound, Netaji Nagar, New Delhi or his authorized representative {on behalf of Bharat Sanchar Nigam Limited} (herein after called the BENEFICIARY) on the one part which expression shall unless excluded by or repugnant to the subject or context, includes his successors in office and assigns and M/s -----(herein after called the OBLIGATOR) on the other part which expression shall unless excluded by or repugnant to the subject or context, includes his heirs, executors, administrators, legal representatives and assigns.

Whereas the beneficiary had invited tender for Cleaning Services of the office premises of Regional Centre for Electronic Switching at IV Floor of Flower Bazaar Telecom Building Chennai-600 001 vide Tender No. **RCES-CH/TENDER/CS/2019-20/1** opened on 15.30 Hrs. and the obligator offered to execute the same to the beneficiary as per Specification. The beneficiary has accepted the offer of the obligator on the terms and conditions here after mentioned under the above tender.

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereafter referred to:
2. The following documents shall be deemed to form and be read and constructed as part of this agreement, viz.
 - a) Notice Inviting Tender (NIT): Tender No RCES-CH/TENDER/CS/2019-20/1.
 - b) Tender Information : Tender application form with all Annexures.
 - c) Tender offer of the Contractor : As per Schedule
 - d) Terms and Conditions of Tender: As stipulated in Tender application form.
 - e) Letter of Indent: No.RCES/CH/TENDER/CS/19-20/ Dt.---.---.-----.
 - f) Letter of Acceptance (APO): Letter dated ---.---.20-- of the Contractor
 - g) Security Deposit Amount : 10% of the total cost for One year (Rs. /-)

Now therefore it is hereby agreed by and between the parties as follows.

The Rate per month for the work of Cleaning Services of the office premises of the O/o PGM, RCES, Chennai at 4th floor, Flower Bazaar Telecom Building, Chennai excluding the cost of materials is Rs-----/- per month inclusive of all taxes.

The terms & conditions as accepted by the contractor for the execution of the contract as per the tender document are as follows.

WORK SPECIFICATIONS

Daily Services

- Sweeping of entire premises consisting of an area of about 1800 square feet at IV Floor of Flower Bazaar Telecom Building ,mopping and cleaning of partitions, doors.
- Cleaning of the tables, chairs etc. in all the rooms.
- Cleaning of all the telephones available.
- Removal of waste materials from waste paper baskets.
- The Contractor is responsible for overall supervision, cleanliness, and maintenance of the premises.

Weekly Services

- Cleaning of fans, tube light fittings, glassed partitions, wooden partitions, glassed windows etc.
- Removal of cobwebs.
- Cleaning of carpets, coir mats, false flooring, false ceiling etc.

RESPONSIBILITY OF THE CONTRACTOR

The successful tenderer should ensure that the work listed in Annexure-I is carried out on all working days with utmost care without fail.

The Contractor shall provide required services as listed above each day excluding Sundays and holidays.

In order to ensure efficient cleaning services as per the schedule, the Contractor is required to deploy sufficient labours, to execute the works mentioned in Annexure-I.

Rotation of contract labour should be done periodically by the contractor.

The persons so employed by the contractor shall not have any claim whatsoever for regularization/appointment in BSNL and that their engagement is the sole responsibility of the contractor and BSNL has nothing to do with their engagement.

The workers employed by the contractor shall be polite, well behaved and respectable to the Officers, employees from BSNL and other organizations.

The workers employed by the contractor shall have good character and record. They should also be free from communicable diseases.

The contractor shall ensure that the services are rendered by the workers in a neat & proper dress code.

Certificate is to be given by the contractor every month that, the minimum wages and applicable EPF & ESI contribution are made as per the prevailing Laws and as per the current rates, is paid to employee sent for the cleaning services.

The contractor shall in no circumstances sublet the work to another contractor. The contractor will be completely responsible for complying with all the Central and State Government's statutory obligations of labour laws, as amended from time to time, for carrying out the work. RCES, BSNL will not be responsible for any violation of labour laws by the contractor. The contractor shall maintain appropriate & relevant records regarding statutory obligations of labour laws and produce the same on demand.

Payment to Labourers:

The contractor should make the payments to the labourers monthly before 7th of every month irrespective of the delay, if any, in payment of his bills by Sr.AO (Cash), NCNGN, New Delhi.

All conditions relating to & specified in the latest Contract Labour (Regulation & Abolition) Act, 1970 including wages & payment of wages, Welfare & Health of Contract Labourers, Labour records (Register for labourers, Wage Register etc), Licensing of Contractor, Penalties & Procedures, Miscellaneous items etc. shall be strictly adhered to by the contractor. The workers employed by the contractors are to be paid by the contractor fair wages as per the Minimum Wages Act of Labour Laws issued by Central/State Government from time to time. No child labour should be employed.

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

Any injury/mishap caused to the worker during the course of work shall be attended /hospitalized by the contractor. The Contractor is governed by the Workman's Compensation Act in case of any claim by the workers employed by him/her/firm. The Contractor shall indemnify BSNL of all claims made by the workers of the contractor.

The contractor shall be responsible for discipline and in the event of any misconduct etc., PGM, RCES, BSNL, 4th floor, Flower Bazaar Telecom Building, NSC Bose Road, Chennai - 600 001 and his representative shall have the right to inform the contractor to take remedial action and make necessary immediate rearrangement.

The contractor shall be responsible for the loss or damage of any of the furniture and departmental properties during the course of discharge of the work. The cost of the loss / damaged items at the rate fixed by BSNL will be recovered from the tenderer.

MATERIALS

All the cleaning materials and accessories like Vim, Phenyl, Broomstick & Brush, Liquid soap, Mop, Odonil, Dettol, Room Freshner Spray, Surf, Cobweb removers, Soap-oil etc, will be purchased and provided to the successful tenderer by RCES, BSNL, Chennai.

REFUND OF SECURITY DEPOSIT:

The Security Deposit will not bear any Interest while in the custody of BSNL. The Security Deposit will be refunded to the contractor within 6 months after the successful completion of the work and expiry of contract period as per agreement. The Security Deposit is payable as a guarantee for the satisfactory performance of the work.

FORFEITURE OF SECURITY DEPOSIT:

- (i) Delay in taking up the work beyond the time limit (1+2) weeks.
- (ii) Failure to perform the work listed in work specification to the entire satisfaction of the Chief General Manager, BSNL, NCNGN, New Delhi will result in forfeiture of the Security Deposit paid by the contractor. This is in addition to any other penal action, the Chief General Manager, BSNL, NCNGN, New Delhi may choose to take against the contractor to make good the losses suffered by the RCES, BSNL, Chennai due to poor performance of the work by the contractor. The decision of the Chief General Manager, BSNL, NCNGN, New Delhi regarding the proper performance of the work is final and binding on the contractor.

PENALTY FOR NON-COMPLIANCE OF TENDER CONDITIONS:

A penalty of 2% of the monthly charges will be deducted for each day if general cleaning is not carried out satisfactorily.

The above penalty will be made by way of deduction in the monthly bill presented by the Contractor. The decision of the Chief. General Manager, BSNL, NCNGN, CTS Compound, Netaji Nagar, New Delhi - 110023 will be final in all the above matters.

PAYMENT OF BILLS:

Bills for the work executed in each month will be submitted by the contractor in duplicate and duly pre-receipted along with License number.

Bills will be settled after successful completion of work for the month after deduction of Income Tax and other taxes as per rules in force.

Work will be considered to be complete only if certified by the officer nominated by the PGM, BSNL, RCES, 4th floor, Flower Bazaar Telecom Building, NSC Bose Road, Chennai - 600 001 that the work has been executed as indicated in work specifications.

Certificate is to be given by the contractor every month that, the minimum wages and applicable EPF & ESI contribution are made as per the prevailing Laws and as per the current rates, is paid to employee sent for the cleaning services.

CANCELLATION:

The Chief. General Manager, BSNL, NCNGN, CTS Compound, Netaji Nagar, New Delhi - 110023 reserves the right to cancel the letter of acceptance and work order if the work executed fails to meet the specifications mentioned in Annexure-IV without prejudice to any other penal action he may choose to take against the contractor within the terms of this tender document. The Chief. General Manager, BSNL, NCNGN, CTS Compound, Netaji Nagar, New Delhi - 110023 shall not be held responsible for any loss or damage suffered by the contractor as a result of cancellation of the letter of acceptance and work order.

ACCEPTANCE OF WORK:

The contractor shall execute the work according to the specifications. The work will be inspected by an officer nominated by the PGM, BSNL, RCES, 4th floor, Flower Bazaar Telecom Building, NSC Bose Road, Chennai-600001.

FORCE MAJEURE:

If, at 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 reasons 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 eventuality be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, the decision of the Chief. General Manager, BSNL, NCNGN, CTS Compound, Netaji Nagar, New Delhi - 110023 shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

TERMINATION:

If the contractor fails to perform his work as per the terms and conditions of the tender or part thereof, the Chief. General Manager, BSNL, NCNGN, CTS Compound, Netaji Nagar, New Delhi - 110023 reserves the right to terminate the contract by giving 15 days notice without assigning any reason whatsoever.

ARBITRATION:

In case of any dispute in the execution of the work or in the interpretation of these tender conditions the matter will be referred to an Arbitrator appointed by the CGM, BSNL, NCNGN Circle, New Delhi. The decision of the arbitrator will be final and binding, as both are parties to the agreement of the work. There should be no objection to any such appointment of the arbitrator on the ground that the arbitrator is a government servant or a PSU executive or that he has to deal with the matter to which the agreement relates to or

that in the course of his duties as a government servant or a PSU executive he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, CGM, BSNL, NCNGN Circle, New Delhi shall appoint another person to act as an arbitrator in accordance with the terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessor.

The agreement to appoint an Arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. The venue of the arbitration shall be the Office of the PGM, BSNL, RCES, 4th floor, Flower Bazaar Telecom Building, NSC Bose Road, Chennai - 600 001 or such other place as the arbitrator may decide.

VALIDITY OF THE AGREEMENT OF CONTRACT:

This agreement will remain by and between for the period of one year with effect from --.-2019 to --.--2020. This period can be extended by a further period of one year maximum at the discretion of The Chief General Manager, National Centre for Next Generation Network, CTS Compound, Netaji Nagar, New Delhi at the same rates, terms and conditions and the contractor is bound to accept.

In WITNESS whereof, the parties set their respective hands and seals on this -- day of ---
----- at

Signature :
Name:
Designation:
with stamp
**For and on behalf of
the obligator**

Signature :
Name:
Designation:
with stamp
**For and on behalf of
the beneficiary (BSNL)**

1. In the presence of

1. In the presence of

Signature :
Name:
(IN BLOCK LETTERS)
Address

Signature :
Name:
(IN BLOCK LETTERS)
Address

2. In the presence of

2. In the presence of

Signature :
Name:
(IN BLOCK LETTERS)
Address

Signature :
Name:
(IN BLOCK LETTERS)
Address