BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

भारत संचार निगम लिमिटेड [भारत सरकार का उद्यम]

बेंगलूरु दूरसंचार जिला BENGALURU TELECOM DISTRICT,

बेंगलूरु / BENGALURU - 560 001

No. GNL-103 /I/2018-19 / 4 dated at BG-01, the 31.08.2018

बेंगलूरु दूरसंचार जिला, बेंगलूरु में बी.जी.टी.डी मुख्यालय और शहरीय संबद्ध एककों के लिए अपकीप, सफाई और संबंधित सेवाएं प्रदान करने के लिए ई-निविदा प्रपत्र

e-TENDER FORM For

PROVIDING **OF UP-KEEP, CLEANING & ALLIED SERVICES FOR BGTD HQs & ALLIED UNITS (URBAN) AT TELEPHONE HOUSE & CTO BLDG IN BENGALURU TELECOM DISTRICT, BENGALURU**

निविदा दस्तावेज़ का मूल्य Cost of the Tender Document: **Rs 2,360/-**

देय तारीख / प्राप्ति का समय:
Due date/Time of receipt : 1300 Hrs of 26.09.2018
देय तारीख / ऑनलाईन खोलने का समय :
Due date/Online Opening at: 1500 Hrs of 27.09.2018

निविदाकर्ता को मूल्य का प्रस्ताव केवल प्रस्तावित मूल्य अनुसूची बीओक्यू (खंड-9, भाग-बी (ई-प्रारूप में) में देना चाहिए। (अन्य जगहों पर दी जाने वाली जानकारी पर विचार नहीं किया जाएगा।)

TENDERER SHOULD SUBMIT THE PRICE OFFER IN THE PRESCRIBED PRICE SCHEDULE BOQ (SECTION 9 PART – B (in e FORMAT) ONLY. (INFORMATION GIVEN AT OTHER PLACES WILL NOT BE CONSIDERED)

उक्त निविदा दस्तावेज़ वेबसाईट से डाऊनलॉड कर सकता है। लेकिन निविदा दस्तावेज़ का लागत रु. **2360/- [2000/- *(+18% GST) 360/-]* (गैर वापसीय), "लेखाधिकारी (नकद) मुख्यालय, भा.सं.नि.लि., बी.जी.टी.डी"** के नाम पर बेंगलूरु में देय राष्ट्रीयकृत/अनुसूचित बैंक से आहरित मांग पत्र निविदा के साथ प्रस्तुत किया जाना चाहिए।

The Tender Document can be downloaded from the web site. However the cost of the Tender document ₹ **2360/-[2000/- *(+18% GST) 360/-] (Non Refundable)*** is to be submitted along with the Tender in the form of DD drawn from a Nationalized/Scheduled Bank in favour of **"AO (CASH) HQ, BSNL, BGTD"** payable at Bengaluru.

No. GNL-103 /I/2018-19 /4 dated at BG-01, the 31.08.2018

O/o THE PRINCIPAL GENERAL MANAGER,
BANGALORE TELECOM DISTRICT (General Section),
4th Floor, Telephone House, RAJBHAVAN ROAD,
BANGALORE - 560 001.

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Read, Understood & complied

No. GNL-103 /I/2018-19 /4 dated at BG-01, the 31.08.2018

SECTION – 1 PART-A
DETAILED NOTICE INVITING e-TENDER

1. **Digitally Sealed tenders are invited by PGM, BGTD for providing Upkeep, Cleaning & Allied services in BGTD HQs & ALLIED UNITS (URBAN) AT TELEPHONE HOUSE & CTO BLDG in Bengaluru Telecom District**

Name of the Item	**Providing Upkeep, Cleaning & Allied services in BGTD HQs & ALLIED UNITS (URBAN) AT TELEPHONE HOUSE & CTO BLDG in Bengaluru Telecom District**	
Tender Notice No. / Date	**No.GNL -103/ I / 2018-19/4 dtd. at BG-01, the 31.08.2018**	
Scope of work	**As per Section 3**	
Estimated Quantity	**URBAN- 122 UNITS**	
Estimated Cost of Tender (in ₹.)	**₹ 2,60,08,605/- [Rupees Two Crores Sixty Lakhs Eight Thousand Six Hundred and Five only]**	
Amount of Bid Security (in ₹)	**₹ 5,20,200 [Rupees Five Lakhs Twenty Thousand Two Hundred only]**	
Cost of Tender Document (in ₹)	**₹ 2360/- [2000 +18% GST 360/-] (Non Refundable)**	
Date / Time of Tender	**RECEIPT UPTO 1300 Hrs of 26.09.2018** **Offline document submission upto 1200 hrs of 27.09.2018**	**On-line OPENING AT 1500 Hrs. of 27.09.2018**

Note 1: The quantities stated above are estimated and BSNL reserve the right to vary the quantity to the extent of -25% to + 25% of the specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

2 **Accessibility of e-Tender Document:** Tender document can be obtained by downloading it from the website www.bangaloretelecom.com /www.karnataka.bsnl.co.in/eprocure.gov.in (Click on e-Tenders)

2.1 **Cost of Tender document** ₹**2,360/- [**₹***2000/- [+18% GST =* ₹ *360/-] (Non Refundable)*
DD / Bankers cheque of an amount of ₹ **2,360**/- in favour of "Accounts Officer Cash (HQ), **BSNL, Bengaluru Telecom District** "payable at Bengaluru have to be submitted towards tender fee (along with applicable GST)along with the tender bid, failing which the tender bid will be rejected.

2.2 The cost of the tender documents shall be exempted to MSE bidders on production of requisite proof in respect of valid certification from MSE for the tendered item.

3.0 **Availability of Tender Document:** The tender document shall be available upto the last date of receipt.

3.1 This tender invited through e-tendering process, physical copy of the tender document **will not be** available for sale.

Note 2: The Tender document shall not be available for download on its submission / closing time.

4.0 Eligibility Criteria:

The following conditions must be fulfilled by the bidder to be eligible for this tender:

a) The bidder must have minimum of two years experience of providing upkeep/housekeeping/cleaning services to BSNL **or** any other organizations. The bidder must have provided at least 100 units of upkeep/house keep/cleaning activities- total at a time in a month to any Organization(s),for any two years during last five years considered from the date of publication of NIT. As a proof of experience, the work orders along with performance certificate for having successfully performed the services of providing Housekeep/upkeep/cleaning work, signed not below the rank of AGM /DE in BSNL **or** from Competent Authority in case of other organization(s) to be enclosed.

b) The bidder should be Indian firm/company registered for providing Housekeeping/Up-Keep/Cleaning services.

c) The contractor/bidder must have an average Annual Financial turnover of not less than 60 lakhs during last 3 financial years (2015-16,2016-17 & 2017-18) This should be supported by Profit & Loss Statement duly certified by Auditors/CA.

d) Income tax returns for the Assessment years 2015-16,2016-17 & 2017-18 to be submitted.

e) The bidder should have valid PAN (In case of Partnership / Pvt. Ltd. firm PAN of the firm is required & in case of Proprietorship PAN Card of proprietor is to be enclosed).

f) The bidder must have a valid ESI and EPF registration. Copy to be enclosed

g) The Bidder must have registered with Service Tax Authorities. Copy to be enclosed

h) The bidder should have registered with the Department of labour in the jurisdiction of Bengaluru. If not registered, an undertaking to be submitted for producing the license before the start of the work.

i) The Bidder must have registered GST Certificate. Copy to be enclosed.

j) Bidder must submit duly filled Bidder's profile with Questionnaire as per Section 8 & Bid Form as per section 9 Part –A.

k) The bidder should have registered with the Department of labour in the jurisdiction of Bangalore. In case the registration is not available, an undertaking to be submitted for producing the license before the start of the work.

l) i. A self-declaration along with the evidence that the bidder is not black listed by GST authorities.

ii . In case the supplier gets black-listed during the tenure of BSNL contract, then adequate indemnity clause should be inserted to ensure that no loss of Input Tax credit is borne by BSNL due to a default of bidder.

In case of multiple GST numbers, all the numbers can be provided as Annexure

4.1 **The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid (online).** All documents submitted will also be self attested by the bidder.

5 Bid Security / EMD:

5.**1** The bidder shall furnish the bid EMD **₹.5, 20,200/-** in any one of the following ways:-

a) Demand Draft/ Banker's cheque drawn in favour of " **Accounts Officer –Cash (HQ), BSNL Bengaluru Telecom District**" Payabale at Bengaluru . **OR**

b) Bank Guarantee from any scheduled/Nationalised bank drawn in favour of **Principal General Manager, Bengaluru Telecom District, Bengaluru,** which should be valid for **180 days** from the tender opening date.

5.2 The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSE for the tendered item.

6. Date & Time of Online Submission of Tender bid: Upto 1300 hrs on 26.09.2018 (Tender closing date).

Note 3 : In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

7. Online Opening of Tender Bids: **At 1500 on 27.09.2018**

8.0 **Place of opening of Tender bids:**

8.1 This tender is being invited through e-tendering process; the tenders shall be opened through Online Tender Opening Event. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Online Tender Opening Event (TOE) at O/o AGM(General), Bengaluru Telecom District, 4th Floor, Telephone House, Raj Bhavan Road , Bengaluru-1.

9.0 Tender bids received after due time & date will not be accepted by the system.

10.0 Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.

11.0 PGM BSNL Bengaluru Telecom District, reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.

12.0 The official copy of tender document for e-bidding process of E-tender shall be available for downloading from www.bangaloretelecom.com /www.karnataka.bsnl.co.in/eprocure.gov.in (click on e-Tenders)

12.1 The bidder shall furnish a declaration 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 e-tender Portal www. bangaloretelecom.com (click on e-Tenders) www.bangaloretelecom.com /www.karnataka.bsnl.co.in/eprocure.gov.in

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

Note 4: All documents submitted in the bid offer should be preferably in English. In case the certificate viz experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note 5: All computer generated documents should be duly attested/ signed by the issuing organization.

सहा. महा प्रबंधक (सामग्री प्रबंधन)
Asst. General Manager (General)

No. GNL-103 /I/2018-19 /4 dated at BG-01, the 31.08.2018

बें . दू . जिला BGTD, बेंगलूर/Bengaluru-1.
Tel: 080-22862555/2286 2828

BSNL

SECTION – 1 (Part B)

NEWS PAPER N.I.T. (NNIT)

O/o THE PRINCIPAL GENERAL MANAGER,
BENGALURU TELECOM DISTRICT (General Section),
4th FLOOR, TELEPHONE HOUSE, RAJBHAVAN ROAD,
BENGALURU - 560 001.

NOTICE INVITING TENDER

Tender No. GNL- 103/I/2018-19/ 4 dtd at Bangalore, the 31.08.2018
Digitally sealed e-tender are invited by the Principal General Manager, Bangalore Telecom District, Bangalore from the prospective bidders for the following work:

Name of the work Quantity (With Unit) and EMD in ₹.

r. No	ITEM	Estimated Quantity (Nos)	EMD (INR)
01	**Upkeep, Cleaning and Allied services for BGTD HQs & Allied Units Urban at Telephone House & CTO Bldg in Bengaluru Telecom District, Bengaluru**	**Urban 122 units**	**₹ 5,20,200/-**

Last date for submission of e-tender is 26.09.2018 up to 1300 Hrs.

For further detailed information, kindly visit our website www.bangaloretelecom.com and follow "Link for E-Tenders" /www.karnataka.bsnl.co.in/eprocure.gov.in

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Tel: 080-22862555/2286 2828

SECTION 2
Tender Information

1) **Type of tender** : Single stage bidding Two stage Opening using two Electronic Envelope System (e-Tender)

Note 1 :- The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.

2) Bid Validity Period / Validity of bid Offer for acceptance by BSNL : **150** days from the tender opening date and can be extended.

3) The tender offer shall contain two envelopes viz. techno-commercial and financial envelope which will contain one set of the following documents only(on-line):

a) **Techno-commercial envelope shall contain** :-

- **i. Bid security/EMD/(scanned copy of DD or bank guarantee to be uploaded online and original DD/bank guarantee to be submitted offline**
- ii. **Cost of the tender documents i.e. tender document fee. (Also for web downloaded document.) scanned copy of the DD to be uploaded on line and original to be submitted offline**.
- iii. All documents/certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT (section I part A) .
- iv. Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A
- v. Bidder's Profile & Questionnaire duly filled & signed.
- vi. No-Relation Certificate duly filled & signed.
- vii. Undertaking & declaration duly filled & signed
- **viii.** Documents stated in clause 10 of Section-4 Part A.
- ix. Duly filled Tenderer's Profile section – 8 & Tender/ Bid form- Section 9 Part A
- x. Tender documents (Electronic Form- Technical. Complete tender document has to be downloaded and the tender document to be uploaded in the portal with the bidder digital signature) with all relevant annexure.

b) Financial envelope (BOQ) shall contain:

Electronic Form- Finance Bid along with price Schedule.

Note 2 : The following documents are required to be submitted offline (i.e. offline submissions) to AGM(Genl) , Telephone House , Bengaluru. on or before 1200 hrs of 27.09.2018 in a sealed envelope. (Physical copy):

i) EMD – Bid security **(original copy) / copy of valid NSIC if applicable.**
ii) DD/ Banker's cheque of Tender document fee (Aslo for web downloaded document)
iii) Power of Attorney in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney.
iv) Duly signed Pre- receipt
v) Bank details for BSNL vendor creation (Annexure-I)
vi) Letter of authrozation to attend the bid.

4.0 Payment terms:

i. The contractor shall submit bills, in triplicate, to the AGM(concerned) field unit in-charge on or after the 3rd of every month for the job executed during the preceding month, duly verified in all respects and certified by the officer in charge. The bills submitted shall be pre receipted and shall accompany attendance and other statements as prescribed by AGM (Concerned), BSNL, BGTD.

ii. The Accounts Officer will make payment to the contractor against the bills normally within 30 days of receipt of the bills duly verified and Certified subject to the deduction, if any, as per contract terms. The final bill at the discretion of the BSNL BGTD may be settled through the office of the General Manager, if so, decided.

iii. Income tax including surcharge as applicable for which the bill has been passed will be deducted as tax at source, under relevant government rules. However, if any new legislation comes into effect for deducting the tax at source at any other rate, deduction will be made at that rate Necessary income tax deduction certificate will be issued by the AGM (concerned) or the Accounts Officer detailing the amount so deducted as tax at source at the time of payment of each bill.

iv. The payments due to the contractor / supplier will be effected preferably through Electronic Clearing scheme (ECS) or Electronic Fund Transfer method (EFT) directly to the Bank account of the contractor / supplier. Contractor / Supplier should submit the mandate form as in Annexure– I duly filled and signed with a Cancelled / Photo Copy of the Cheque leaf along with the performance security Bond / Agreement on receipt of the Advance Purchase order.

v. Any liquidated damages due shall also be recoverable from the bills submitted for payment, by the aforesaid officers. The Officer in charge concerned will have the right to recover liquidated damages for delay or slow progress of the work from the bills submitted for payment. The security deposit with the department be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of account. The final settlement of the bills and refund/adjustment/appropriation or any amount retained from the running bills of the contractor, shall be made fully after the officer concerned is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the contractor on any count. Unless there are specific reasons, all accounts are expected to be settled within a period of 6 months from the date of completion of work in all respects.

Note:

a) The successful contractor should submit list of workers deployed in BSNL BGTD showing the details like Name, Age, Sex, Location where deployed etc.

b) The contractor should produce the details of EPF/ESI Remittance made towards each of the engaged worker along with challans.

c) The copy of challans and ECR details for the previous month has to be submitted (bearing seal & Signature) along with the bills for payment with a copy to AGM (CONCERNED) BGTD within ONE WEEK of remittance of EPF & ESI.

5) Period of Contract: 240 days from the date acceptance of Work Order and may be extended for further period on mutual consent.

6) No. of Bidders to be awarded: (THREE)

i. **BGTD intends to award the work of Urban Area to a Maximum of THREE contractors, L1, L2, & L-3 in the ratio 50:30:20 at L-1 rates. In this case the L-1 rates will be counter offered to L-2 & L-3 Bidders.**
ii. **If both L2 & L3 Bidders refuses to carryout the work at L-1 rate, then entire 100% work will be awarded to L-1 Bidder only. If any one bidder L-2 or L-3 bidder is not accepting the L-1 rates then the ratio of Quantity offered to the L-1 bidder & L-2 or L3 bidder accepting the L-1 rate will be 60 : 40 .**
iii. **In case of more than 3 bidders quoting the same L1 Rates, then average Turn over of the bidders will be considered for evaluation. The bidders with highest Turn over during the Financial year 2015-16, 2016-17 & 2017-18 will be considered.**
iv. **Financial Evaluation, L-1, L-2 & L-3 in the ratio of 50:30:20 will be evaluated on the basis of Financial Turn over, whoever is highest and so on.**
v. **BGTD intends to award the entire work of Sub-urban area to L-1 bidder.**

7) Paying Authority: Chief Accounts Officer
Central settlement Cell
O/o CGMT, Karnataka circle
Halasuru, Bengaluru 560008

8) Amendments / Modifications to bid documents if any will be hosted on our website www.bangaloretelecom.com (Click on e-Tender) /www.karnataka.bsnl.co.in/eprocure.gov.in10 days prior to the date of bid opening.

Note: Service charges + Profit Margin quoted should be reasonable and justifiable. Minimum 3 % of **wages (basic + VDA) is considered reasonable for Service charges &** Minimum 3 % of **wages(basic + VDA) is considered reasonable for profit margin**. Hence bids quoting amount less than 3% of **wages(Basic-VDA**) as profit Margin or Service charges **or GST will be rejected.**

सहा. महा प्रबंधक (सामग्री प्रबंधन)
Asst. General Manager (General)
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Tel: 080-22862555/2286 2828

No. GNL-103 /I/2018-19 /4 dated at BG-01, the 31.08.2018

SECTION- 3 (PART A)

The job specifications/duties and responsibilities with respect to Upkeep service are as follows:

The approximate number of Upkeep Units required for BGTD HQs and Allied units : 122 units

The successful bidder shall have to obtain a valid license under Contract labour R & A act 1970 and submit before commencement of the work.

FOR JOB OF UPKEEP & ALLIED SERVICES.

(1) Upkeep services include the works such as File movement work from one section to another, dispatch work through post office/courier or in person. Maintaining file/file racks & records in section. Keeping the engines, battery, power plant, Xerox machines, and fax machines, UPS, Rhoneo machines, computers, office records, in good-working conditions. Work force should assist officials/officers in local purchase and official works.
The job may also include taking battery readings, starting and stopping of Engines, changeover to battery and back to mains, etc. and maintain log entries in The register, handling office records, taking copies from Xerox machines, sending and receiving fax messages, taking copies from rhoneo machines, answering Phone calls and informing the officers concerned.
Maintenance of water drums/ coolers/jugs/glass/flasks daily and storing of Water in drums/jugs.

(2) Workforce should report to the concerned authorized supervisor for their works who are in-charge of the work spot at the commencement of the work and at the closure of the work and also at frequent intervals as desired by the officer in charge.

(3) They should make over to the incoming work force while going off duty and maintain a dairy in this regard. Until the reliever comes for duty, they should not leave their workplace.

(4) The workforce should be in a position to read and write Kannada/English.

(5) The up-keep units engaged should not be below eighteen years.

(6) The workforce will be held responsible for any damage to equipment, records, materials etc,. on which they will be working and they will be responsible for any theft,/ pilferage and the loss incurred by BSNL is recovered from the contractor.

(7) The workforce posted should be able to climb the tower structures, posts etc. in case of emergency and assist the departmental staff for replacing the lights and other minor physical repair works, if required. The contractor is fully responsible for their safety/welfare/insurance coverage and he should take full responsibilities in case of injuries/accidents to the workforce.

(8) The workforce posted should have the knowledge of fire fighting equipment available in the installations and should be able to operate them. They should also have the knowledge of first aid.

(9) The contractor should provide sufficient required number of work force as per requirements of the officer in-charge of place of work.

(10) Attending senior officers, distribution of Dak, handing of office records, taking Xerox copies, faxing messages etc.

(11)Any other work assigned by the department / controlling officer

सहा. महा प्रबंधक (सामग्री प्रबंधन)
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SECTION- 3 - PART-B
SCHEDULE OF REQUIREMENT AND SPECIFICATION

The approximate number of Upkeep units required for Cleaning Activities at BGTD HQs and Allied units at Telephone House and CTO Building: 122 units.
Total Area covered under cleaning activities is -- 1, 02, 785 sq/ft (Details as per Annexure-A)
The successful bidder shall have to obtain a valid license under Contract labour R & A act 1970 and submit before commencement of the work.

The job specifications/duties and responsibilities for cleaning activities are as follows:

1. Attendance Register will be maintained by the contractor. Cleaning staff will come at 07.45 AM and first cleaning. i.e. sweeping, moping, table cleaning and Toilet cleaning to be completed by 9.45 hours.
Intervals of Cleaning:
(a) Morning Session: 08.00 AM to 09.45 AM
(b) Afternoon Session: 02.30 PM to 04.00 PM

Toilet Cleaning in respect of Ground and all Floors should be done **four times a day**
(i) First Session: 08.00 AM to 09.45 AM
(ii) Secon session: 11.30AM to 12.00 Noon
(iii) Third Session: 2.15 PM to 3.15 PM
(iii) Fourth Session: 03.30 PM to 04.00 PM

2. Contractor will have his own supervisor, whose name & mobile number to be displayed in all floors.

3. Sweeping, moping, cleaning Toilets, Toilet floor Ceramic tiles, sidewalls, flush outs, urinals, wash basin, closets, road area covered in and around the building, Basement parking area and Terrace area. Ground floor, Toilet cleaning 4 times a day
All floors Toilet cleaning thrice a day. Moping, sweeping, Table cleaning once a day.
Sixth floor Toilet cleaning 4 times a day. 6th floor inclusive of Conference hall and auditorium has to be cleaned after meetings and functions.
All other floors Toilet cleaning twice a day. Moping, sweeping, Table cleaning once a day.

4. The contractor shall provide uniforms and Identity card to their cleaning staff.

5. Cleaning of ceilings, dusting of racks, roof tops i.e., spider webs, wall claddings, Terrace should be done once in a week and general cleaning of fans aqua guards, curtains sofas and other electrical fittings etc should be done once in a week.

6. The total area of cleaning operation is Entire Telephone House consisting of 6 floors and total area of **102785**/sq.ft **including** Basement parking area, Old CTO building of total 3,500 Sq.ft (approx).

7. The work will be executed strictly according to the instructions of AGM (HR/ADMN) BSNL, BGTD BENGALURU.

8. Each floor containing common toilets on both the sides of all 6 floors of Telephone House and in addition some Officers chambers are having attached toilets. The Bidder/Tender in addition to sweeping, cleaning and moping of floors should ensure cleaning of Toilets, urinals, washbasins, Staircase, sweeping of roads in front and back of Telephone House, open space of Old CTO Building and lift lobby.

9 (i). Regular Cleaning operations to be carried out daily
(ii) Floors sweeping, moping, basement sweeping, Cleaning of Toilets, Urinals and wash basins, Staircase, roadside sweeping and open space around the building. Cleaning and moping of floors should ensure cleaning of Toilets, urinals, washbasins, Staircase, sweeping of roads in front and back of Telephone House & CTO open space of Building and lift lobby.

(iii) Period Intervals of cleaning:

Ground floor daily 4 times a day (Toilets only).
6th floor consisting of Conference hall. And auditorium.
At Auditorium ,after function and Conference hall after meetings.

(iv) Other floors toilet cleaning twice a day.

10. Weekly & Fortnightly activities:

Weekly cleaning:- ceilings of all floors. Spider webs, lift lobby, wall cladding, dusting of files, Granite

(a) **Operation to be carried out once a fortnight.**

(i) Cleaning and dusting of racks, mirrors etc.,
(ii) Cleaning of all doors and windows partitions.

(b) **Operation to be carried as and when required.**

(i). Cleaning with vacuum cleaner on all Carpets Surfaces rooms.
(ii) Cleaning of all Toilets with acid.
(iii) Dust cleaning of all walls and ceilings, dusting files.
(iv) General cleaning of fans, Aqua guards, curtains, sofas and other electrical fittings etc.,
(v) Thorough Cleaning on Second Saturdays with permission of the Security.

- The contractor must maintain a register to get signature from each section after each cleaning activity (Daily/Weekly/Fortnightly) and submit it to Nodal Officer of each floor for his/her signature.
- All the cleaning activities have to be carried out as per the instructions of AGM (HR/ADMN) BSNL, BGTD on all working days **TWICE DAILY**

Work Order will be placed by AGM ((HR/ADMN), Telephone House, Rajbhavan Road, Bengaluru
The waste materials collected while sweeping and in the office dustbins should be sent to outside dustbin situated. Cleaning staff while taking the waste to dust bin should show the carry bag to the Security outside the entrance of out passage.

BSNL will supply only water and power judiciously.

No. GNL-103 /I/2018-19 /4 dated at BG-01, the 31.08.2018

(Annexure-A)

Details of cleaning Area of Telephone House and Old CTO Building

Sl. No.	Floor	Plinth Area in Sft.	Sweeping & Mopping (in Sft)	Toilets Gents	Toilets Ladies	Toilets Officers cabin	Urinals	Wash Basins
1	Ground	12000	12000 sft	2	2	1	6	9
2	I Floor	12000	12000 sft	2	2	1	6	9
3	II Flr.	12000	12000 sft	2	2	4	6	12
4	III Flr.	10000	10000 sft	1	1	1	3	5
5	IV Flr.	10000	10000 sft	2	2	3	4	11
6	V Flr.	12000	12000 sft	2	2	4	4	12
7	VI Flr.	12000	12000 sft	2	2	3	4	11
			TOTAL	**13**	**13**	**17**		
8	Basement	12000	12000 sft					
9	Ground	500	500 sft	-	-	-	-	-
10	I Floor	3000	3000 sft	4	2		2	7
11	Open Space back side of Old CTO building		2000 sft					
12	DSCB Area		600 sft					
13	Recreation Club		1685 sft					
14	Front and Back road of Telephone House		3000 sft					
11	TOTAL		102785sft	17	16	17	35	76

Electrical items: Fans, Tubelights, Switches, Computers, and Printers etc. should be cleaned once in a week periodically.General items like Aqua Guard, Sofa, Carpet, etc. are to be cleaned periodically once in a week..

Details of Area covered in Entire Telephone House and CTO Building including Basement Parking.

1. Plinth Area of Entire Telephone House is 92,000/sq.ft i.e., 6 floors and Basement.
2. Plinth Area of Old CTO Building (approx) i.e., Ground floor 500 Ssq.ft and 1st floor 3000 Sq.ft.
3. Road area covered in front and back of Telephone House within Compound 3000 Sq.ft (approx)
4. Open space back side of old CTO building .2000 sq.ft(approx)
5. DSCB area 600 Sq.ft. (Canteen Bldg)
6. Recreation Club 1685Sq. ft. (Canteen Bldg).
7. Toilets both Indian and Western Type Telephone House - 43+ Old CTO- 6.
8. Urinals : Telephone House – 33 + Old CTO building 2.
9. Wash Basins: Telephone House-69 + Old CTO Bldg 7.

SECTION-4 Part A
GENERAL INSTRUCTION TO BIDDERS (GIB)

1.0 DEFINITIONS

a) (a) The **CONTRACT** means the documents forming the tender and acceptance thereof and the formal agreement executed between BSNL and the CONTRACTOR together with the documents referred to therein including the conditions of Contract. The Specifications, designs, drawing and instructions issued from time to time by the Officer in charge and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.

b) In the "CONTRACT", the following expressions, shall unless where the context otherwise required have the same meaning hereby respectively assigned to them.

c) The expression **"JOB"** shall unless there be something either in the subject or Context repugnant to such construction be construed and taken to mean the other works by or by virtue of the CONTRACT contracted to the executor whether temporary or permanent, and whether original, altered, substituted or additional.

d) The **CONTRACTOR** shall mean the individual or firm or Company whether incorporated or not, undertaking the works and shall include the legal personnel representatives or such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual or firm or firms or company.

e) The **Officer in charge** means the Assistant General Manager/ Sub Divisional Engineer/Junior Telecom Officer or any officer on site ,shall be incharge of work at any time or who shall sign the contract on behalf of the BSNL.

f) The **PURCHASER /DEPARTMENT** will mean "BSNL Bengaluru Telecom District".

2.0 ELIGIBLITY CONDITION

2.1 Refer clause 4 of Detailed NIT (Section -1)

3.0 COST OF BIDDING

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

4 The e bid document include:

4.1 The services required to be offered; bidding procedures and contract terms and conditions are prescribed in the Bid documents.

a. Detailed Notice Inviting e- Tender (Section-I)
b. Tender Information (Section 2)
c. Scope of work & Job Description (section 3 Part –A and Part – B)
d. General Instructions to bidder (Section 4 part A)
e. Special Instructions to bidders for e-tendering (Section 4 Part B)
f. General Terms & Conditions of Contract (Section 5)
g. Undertaking & Declaration(Section-6A)
h. No Near relatives Certificate Format. (Section-6B)
i. Bid Security Form / EMD. (Section -7A)
j. Performance Security Bond Form (Section 7B)
k. Letter of authorization to attend bid opening (Section 7C)
l. Tenderer's Profile(Section 8)
m. Bid Form (Section 9 Part-A)
n. Price Bid – BOQ (Section 9 Part B)

o. Bank Details for vendor creation (Annexure-I)
p. Pre receipt (Annexure-II)
q. Power of Attorney format. (Annexure-III)
r. Agreement (Annexure-IV)
s. Declaration (Annexure-V)
t. No modification certificate (Annexure –VI)
u. Affidavit for Sole Proprietorship (Annexure-VII)
v. Appendix to Section 4 Part A (Annexure-VIII)

4.2 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 or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.**

5.0 CLARIFICATION OF BID DOCUMENTS:

5.1. The prospective bidder, requiring any clarification on the bid documents shall notify the purchaser in writing or by FAX at the purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the bid documents, which it receives **not later than 10 days prior to the date of opening of the Tenders.** Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidder who have received the bid documents.

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

6.0 AMENDMENT OF BID DOCUMENTS:

6.1 At anytime, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments.

6.2 The amendments shall be notified in www.bangaloretelecom.com--> e-tenders and these amendments will be binding on them.

6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

7.0 DOCUMENTS COMPRISING THE BID:

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

(a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10.

(b) Bid Security furnished in accordance with clause 12.

(c) A Bid form and price schedule completed in accordance with Section 9 Part A & Part B

8.0 BID FORM :

The Bidder shall complete the Bid Form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods/Services to be supplied, brief description of the goods, quantity and prices as per Section 9 Part B.

9.0 BID PRICES:

9.1 The Bidder shall give the total composite price inclusive of all Levies and Taxes i.e. GST, Sales Tax, Service Tax & Excise, packing, forwarding, freight and insurance etc., but excluding Octroi / Entry Tax which will be paid extra as per actuals wherever applicable. The basic unit price and all other components of the price need to be given in all indicated against the goods/service it proposes to supply under the contract as per the price schedule given in Section 9 Prices of incidental services should also be quoted. The offer shall be firm in 'Indian' Rupees. No Foreign exchange will be made available by the Purchaser.

Not applicable

9.2 Prices indicated in the Price Schedule shall be entered in the following manner:

i) The supplier shall quote as per price schedule given in Section 9 part B for all the items given in schedule of requirement.

9.3 A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment / system offered.

9.5 **"DISCOUNT", if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount may therefore modify their offer suitably while quoting and shall quote clearly the price taking all such factors like Discount, free supply, etc., into account".**

Not applicable

9.6 The price approved by GNL for procurement will be inclusive of Levies and Taxes, packing, forwarding, freight and insurance as mentioned in para 9.1 above. Break up in various heads like excise duty, sales tax, insurance, freight & other taxes paid/payable as per Clause 9.2 is for the information of the purchaser.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION: (These documents have to be scanned and uploaded in the website and this will not be accepted offline)

10.1 The bidder shall furnish, as part of bid documents establishing the bidder's eligibility the following documents or whichever is applicable as per terms and conditions of Bid Documents.

i. Certificate of incorporation/Firm registration certificate
ii. **Memorandum & Articles of Association (MOA) or Partnership Deed** or Proprietorship Deed as the case may be. **In case of Sole Proprietorship, an affidavit to be furnished that "he is the sole proprietor of the firm and he is accountable to all tax liabilities of the said firm" (It should be on Non judicial stamp paper duly attested by a Notary Public or registered before Sub-Registrar of the State(s) concerned**)
iii. Copy of valid PAN card
iv. Latest and valid NSIC Certificate duly certified by NSIC, if applicable,
v. Copy of Registration Certificate of Service Tax/GST
vi. Copy of Registration certificate of ESI & EPF registration certificate with codes and ID nos.

vii. Power of Attorney as per clause 14.3 of Section-4 and authorization for executing the power of Attorney.

viii. Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34.

ix. List of all Directors including their name(s), Director Identification number(s)(DIN) and address(es) along with contact telephone numbers of office and residence.

x. Monthly ECR Returns/ECR uploaded Details w.r.t EPF returns for the last two years (2016-17 & 2017-18) along with the remittance challans duly affixed with seal of bank. ESI returns for the previous year (2017-18) remitted Half yearly along with the remittance challans. All these returns should be duly acknowledged by the authorities concerned. Returns without due Acknowledgement will not be considered. Similarly all remittance challans should contain bank seals.

xi. ESI returns for the previous year (2017-18) (Half yearly remitted returns) along with the remittance challans. All these returns should be duly Acknowledged by the authorities concerned. Returns without due Acknowledgement will not be considered. Similarly all remittance challans should contain bank stamps.

xii. A self declaration to the effect that no dues to be paid to Law Enforcement Authorities, like **EPF/ESI** and no violation was noted by Labour Regulation & Abolition Act as amended time to time.

xiii. Declaration in format given in Annexure-V that the firm has not been blacklisted.

xiv. Latest Resolutions in case of any change of Partners/Directors.

xv. Duly filled Tenderer's Profile as per Section 8 & Bid form as per section 9 Part A duly filled and signed

10 .2 Turn over certificate as required in eligibility criteria (Clause 4 of Section 1 **Part A** (Detailed NIT).

10.2.1 Experience certificate(s) of having provided at least 100 units of upkeep/house keeping/ Cleaning total at a time in a month to any Organization(s), for any Two years during last five years from the date of publication of NIT.

10.2.2 List of qualified and experienced personnel on the regular pay rolls, including supervisory staff that will be deployed on the job.

11 DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS: NOT Applicable

12 BID SECURITY:

12.1 **Pursuant to Clause 7, the bidder shall furnish, as part of his bid, a Bid Security for an amount of ₹.5,20,200 /-.** In the form of DD/Bank Guarantee.

12.2 The MSE bidders are exempted from payment of bid security:

a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.

b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.

c) MSE unit is required to submit its monthly delivery schedule.

d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

12.3 The bid security is required to protect the Department against the risk of bidders conduct, which would warrant the forfeiture of bid security, pursuant to Para 12.7

12.4 The bid not secured in accordance with para 12.1 and 12.3 shall be rejected by the Department being non-responsive at the bid opening stage.

12.5 The bid security of the unsuccessful bidder will be discharged / returned as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the Purchaser pursuant to Clause 13.

12.5.1 The successful bidder's bid security will be discharged upon the bidders acceptance of the advance purchase order satisfactorily in accordance with Clause 27 & furnishing the performance security.

12.5.2 The bid security may be forfeited.

a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or

b) If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

c). In the case of successful bidder, if the bidder fails:

i. To sign the contract in accordance with Clause 28 or

ii. To furnish performance security in accordance with Clause 27.

In both the above cases, i.e 12.7 (a) and (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of APO. The bidder will not approach the Court against the decision of BSNL in this regard.

Note: - The bidder shall mean individual company/ firm or the front bidder and its technology/ consortium partner, as applicable.

13 PERIOD OF VALIDITY OF BIDS

13.1 Bid shall remain valid for **150** days from the date of opening of (Technical) bids prescribed by the Department, pursuant to Clause 19.1. **A bid valid for a shorter period shall be rejected by the BSNL being non-responsive.**

13.2 In exceptional circumstances, the BSNL may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 12, shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid**.

14 FORMAT AND SIGNING OF BID:

14.1.1 The bidder shall submit his bid, online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

Note: The Purchaser may ask the bidders(s) to supply besides original bid, additional copy of bids as required by him.

14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed digitally by the person or persons signing the bid.

14.3 **Power of Attorney:**

(a) The Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned.

(b) The Power of Attorney shall be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/Institution/Body Corporate.

(c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the Partner in favour of the said Attorney.

(d) Attestation of the specimen signatures of authorized signatory by the company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, e-mail address and postal address of the authorized signatory shall be provided.

15 SEALING AND MARKING OF BIDS:

15.1 The bid shall be 'Single Stage Bidding & Two envelope system'. The bid should be submitted online using Two Envelope methodology. The first envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility/ Technical & commercial conditions as per clause 2 & 10 with Bid security as per Clause 12.

The second envelope will be named as Financial bid containing price schedules as per Section 9 part-B Bid sealing is done **electronically by encrypting** each bid part with a symmetric passphrase by the bidders himself. Please refer Section 4 Part B for further instructions.

15.2 **Venue of Tender Opening** :, O/o AGM(General), BGTD, 4th Floor, Telephone House ,Rajbhavan Road, Bangalore-560001.

16 SUBMISSION OF BIDS:

16.1 Bids must be submitted online by the bidders as per instructions in Section 2 not later than the specified date & time indicated in the covering letter.

16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all Packages as per requirement of the Bid Documents.

17 LATE BIDS:

Any bid received by the Department after the deadline for submission of bids prescribed by the Department pursuant to clause 16, **shall be rejected.**

18 MODIFICATION AND WITHDRAWAL OF BIDS:

18.1 The bidder may modify, revise or withdraw his bid after submission prior to the deadline prescribed for submission of bid.

18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per clause 15.

18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19 OPENING OF BIDS :

19.1 The purchaser shall open Bids **online**, in the presence of bidders or their authorized representatives who choose to attend at due time on due date. The bidder's representatives, who are present; shall sign an attendance register. Authorisation letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. (A Format is given in Section 7C).

19.2 Maximum **<u>one</u>** representative for any bidder shall be authorized and permitted to attend the bid opening.

19.3 (i) The bids will be opened in two stages i.e. techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the date of opening of techno-commercial bids. Thereafter the CET will evaluate Techno-commercial bids & report of CET will be approved by competent authority.

(ii) The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno-commercially eligible bidders/ authorized representatives by sending them a suitable notice

(iii) The bidder's names, Item name, EMD amount & validity and acceptability, Information in respect of eligible bidders, Details of bid modification/ withdrawal (if any), and such other details as the purchaser, at its discretion, may consider appropriate will be made available online at the time of techno-commercial bid opening.

(iv) The bidder's names, Name of the Items, Quantities/prices quoted in the bid, discount, if offered, Taxes & levies and such other details as the purchaser, at its discretion, may consider appropriate will be made available online at the time of financial bid opening.

19.4 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.

20 CLARIFICATION OF BIDS :

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

20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21. PRELIMINARY EVALUATION :

21.1 Department shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted in column 12 does not tally with its breakup quoted in col. 4, 6, 8, 10 & 11, the same shall be corrected by summing up the breakups. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. (Not applicable since this is an e-tender)

21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. **If the supplier does not accept the correction of the errors, its bid shall be rejected**

21.4 Prior to the detailed evaluation pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

21.5 **A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity**.

21.6 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

a) **Evaluation will be done considering the net cost to BSNL** BGTD (inclusive of all taxes and levis etc). Evaluation will be done separately for urban and sub-urban areas.

b) BGTD intends to award the work of Urban Area to a **Maximum** of THREE contractors, L1, L2, & L-3 in the ratio **50:30:20** at L-1 rates. In this case the L-1 rates will be counter offered to L-2 & L-3 Bidders.

c) If both L2 & L3 Bidders refuses to carryout the work at L-1 rate, then entire **100%** work will be awarded to L-1 Bidder only. If any one bidder L-2 or L-3 bidder is not accepting the L-1 rates then the ratio of Quantity offered to the L-1 bidder & L-2 or L3 bidder accepting the L-1 rate will be 60 : 40 .

d) In case of more than 3 bidders quoting the same L1 Rates, then average Financial Turn over of the bidders will be considered for evaluation. The bidders with highest Turn over during the financial year 2014-15, 2015-16 & 2016-17 will be considered.

e) BGTD intends to award the entire work of Sub-urban area to L1 bidder.

f) Financial Evaluation, L-1, L-2 & L-3 in the ratio of 50:30:20 will be evaluated on the basis of Financial Turn over, whoever is highest and so on.

23. CONTACTING THE PURCHASER:

23.1.1 Subject to Clause 20, no bidder shall try to influence the Officer on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

23.1.2 Any effort by a bidder to modify his bid or influence the Officer In charge in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

24.0 PLACEMENT OF ORDER

24.1. The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking viz.L1/ L2/ L3 …..etc keeping other levies & charges unchanged.

24.3. The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

24.4 In the event of L2 and so on bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause3 (Distribution of Quantity) in section 4 Part B, shall be supplied by the L-1 bidder as part of whole contract.

25. PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

(a) BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

(b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of 240 days from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.

(c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing venders, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of **240 days** from the date of acceptance of APO/LOI in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of the Purchaser's action.

27. ISSUE OF ADVANCE PURCHASE ORDER

27.1 The issue of advance purchaser order shall constitute the intention of the purchaser to enter into contract with the bidder.

27.2 The bidder shall within 14 days of issue of advance purchase order, give his acceptance along with performance security in conformity with the proforma provided with the bid document at Section 7B.

28. SIGNING OF CONTRACT:

28.1 The issue of Purchase Order shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing performance security pursuant to clause 27, the Purchaser shall discharge the bid security in pursuant to clause 12, except in case of L-1 bidder, whose EMBG/ EMD shall be released only after finalization of tender.

28.3 The bidder shall License from State Labour Commissioner for the labour being employed & submit before commencement of work.

29. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 28 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new bids.

30. QUALITY ASSURANCE REQUIREMENTS : NOT APPLICABLE

31. REJECTION OF BIDS:

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

a) Clauses 12.1, 12.3 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.3 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.

b) Clause 2 & 10 of Section-4Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.

c) Section-9 Part B Price Schedule: Prices are not filled in as prescribed in price schedule.

d) Section-4 Part A clause 9.5 on discount which is reproduced below:-

"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".

31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.[NOT APPLICABLE]

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

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

32. ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.

In case of default by Bidder(s)/ Vendor(s) such as

a) The contractor failed to provide the services in time;
b) Services performed is not satisfactory in accordance with the specifications;
c) Or any other default whose complete list is enclosed in Appendix-1.

Purchaser will take action as specified in Appendix-1 of this section.

33 clause deleted.

34 NEAR RELATIONSHIP CERTIFICATE

34.1 The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm , certificate will be given by the proprietor. For partnership firm , certificate will be given by all the partners and in case of limited company , certificates by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the State. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and the purchaser will not pay any damage to the company or firm or the concerned person.

34.2 The company or firm or the person will also be debarred for further participation in the concerned unit.

34.3 The near relatives for this purpose are defined as:-

(a) Members of a Hindu undivided family.

(b) They are husband and wife.

The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

The format of the certificate to be given is "I……s/o…… r/o…….. hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me." Kindly refer Section 6B.

35. VERIFICATION OF DOCUMENTS AND CERTIFICATES :

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

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per Clause-1 of Appendix-1 of this section.

No. GNL-103 /I/2018-19 /4 dated at BG-01, the 31.08.2018

SECTION – 4 PART B

SPECIAL CONDITIONS OF THE CONTRACT

i. **Must Ensure that wages are paid to the Personnel Engaged by the Agency by 5th of Every Month and NEFT Details to be submitted by 10th of Every month .**

ii. **EPF/ESI Must be paid at Bengaluru Exclusively for BSNL and Details of the previous month to be submitted by 10th of the following month and ESI Smart Card must be issued to all the Personnel including Relievers.**

iii. **Police Verification report of all the personnel engaged by the agency should be submitted within one month of Date of commencement of the Tender.**

iv. **Activated UAN Numbers of all the personnel to be submitted within one month of Commencement of Tender.**

v. **Relievers in the Ratio of 6:1 must be ensured.**

vi. **Must ensure that they have an Office in Bengaluru and Produce Proof.**

vii. **Must Ensure that Bills are submitted to end users by 3rd of Every month.**

viii. **UAM number must be compulsorily submitted by the bidders claiming exemption under MSME.**

No. GNL-103 /I/2018-19 /4 dated at BG-01, the 31.08.2018

SECTION – 4 PART C

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

General:

These Special Instructions (for e-Tendering) supplement 'General Instructions to Bidders' (GIB), as given in Section-4 Part A of the Tender Documents. Submission of Bids only through online process is mandatory for this Tender.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, O/o Principal General Manager, BSNL, Bengaluru Telecom District, has decided to use the (http://www.eprocure.gov.in) through NIC's (National Informatics Centre) Central Public Procurement Portal, Ministry Of Communications & Information Technology, Government of India. Benefits to Suppliers are outlined on the Home-page of the E-portal.

Instructions:

1. Tender Bidding Methodology:

Sealed Bid System 'single Stage – 2 e-Envelopes.

In case of two e-Envelope system Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on NIC's (National Informatics Centre) Central Public Procurement Portal (CPPP)
3. Create Users and assign roles on CPPP
4. View Notice Inviting Tender (NIT) on CPPP
5. Download Official Copy of Tender Documents from CPPP
6. Clarification to Tender Documents on CPPP

- Query to BSNL (Optional)
- View response to queries posted by BSNL, as addenda.

7. Bid-Submission on CPPP: Prepare & arrange all document/paper for submission of bid online and offline.
8. Attend Public Online Tender Opening Event (POTOE) on CPPP Opening of Techno-commercial Part
9. View Post-TOE Clarification posted by BSNL on CPPP (Optional) Respond to BSNL's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders)
11. Participate in e-Reverse Auction on CPPP (Not applicable in this Tender).
12. Submission of offline documents in sealed envelope at AGM (GENL), 4TH Floor, Telephone House, Rajbhavan Road, Bangalore-560001
13. **Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible**.
14. Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The llustrative examples are given below:-

File name	Allowed or not allowed in CPPP	Reason for allowed / not allowed
QA Certificate	not allowed	Space in between words / characters not allowed

QACertificate(1)	not allowed	Special characters not allowed
QA_Certificate	allowed	Under score allowed between words /characters
QACertificate	allowed	Upper & lower cases allowed

15. It is advised that all the documents to be submitted (See Clause 5 below) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ Section -9 Part B (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (Preferably below 50 MB) may be checked.

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

3. Digital Certificates

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

4. REGISTRATION

To use the NIC's Central Public Procurement Portal (https://www.eprocure.gov.in). Vendor needs to register on the portal. The vendor should visit the home-page of the portal (www.eprocure.gov.in) and to the e-procure link then select Bidders Manual Kit.

Note : Please contact NIC Helpdesk (as given below), to get your registration accepted / activated

Help Desk Nos:
Telephone No. 1800 233 7315
Email ID: cppp-nic@nic.in (Please Mark CC: support-nic@ncode.in)

BSNL Contact 1:

BSNL's Contact Person: **: Usha Chakravarthy , AGM (General)**, 4TH Floor, Telephone House, Rajbhavan Road, Bengaluru-560001
Telephone/ Mobile: 080-22862555 / 9449852829
E-mail ID: agmgnlbgtd@gmail.com

BSNL Contact 2:

BSNL's Contact Person: **P.L.Venkatesan , SDE(GENERAL)**,4th Floor, Telephone House , Bangalore 560001
Telephone/ Mobile: 080-22862828 /9449859771
E-mail ID: alamelammavenkatesan@gmail.com

5. Bid related Information for this Tender (Sealed Bid)

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

- Submission of Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Technical Bid & Financial Bid (Excel Sheets).
- Tender Documents/Addendum/Addenda
- Two Envelopes
  - Techno-commercial -Part
  - Financial-Part

Each of the above electronic envelopes consists of Main bid and Electronic form (both mandatory) and bid Annexure (Optional).

NOTE: Bidder must ensure that after following above the status of bid submission must become – "Complete".

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, **contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files.**
Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

6. <u>Offline Submissions</u>:

The bidder is requested to submit the following documents offline to AGM (General), Telephone House, Rajbhavan Road, Bengaluru-560001, on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall be super scribed as "e-TENDER PROVIDING OF UP-KEEP, CLEANING & ALLIED SERVICES FOR BGTD HQs AND ALLIED UNITS (URBAN) IN BENGALURU TELECOM DISTRICT", the Tender No. Gnl-103/I/2018-19/4 dtd 31.08.2018 and the words 'DO NOT OPEN BEFORE' (1500 hrs 27.09.2018).

1. **EMD-Bid Security in Original in accordance with Clause 5.1 of Section-I Part A.**
2. **DD/ Bankers cheque against payment of tender fee in accordance with Clause 2.1 of Section-I**
3. **Power of attorney in accordance with Clause 14.3 of Section-4 Part A.**
4. **Bank Particulars for vendor creation (Annexure-1)**
5. **(i) A proof regarding current registration with bodies as detailed in Clause 4.1 of Section-4 Part B (SIB) for the tendered item will have to be submitted in case of MSE Units for exemption from submission of Bank Guarantee against Bid Security as prescribed in Clauses 12.1 & 12.3 of Section-4 Part A of the bid document.**
   (ii)The enlistment certificate issued by bodies as detailed in Clause 4.1 of Section-4 Part B (SIB) should be current & valid on the date of opening of bid.
   (iii)Letter of authorization to attend the bid

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

7. Special Note on Security of Bids

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

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption.

Bid-encryption in CPPP is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

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

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

8. Public Online Tender Opening Event (TOE)

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

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

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

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

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

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

9. E-Reverse Auction:

Note: This Clause is not applicable to this tender.

10. Other Instructions:-

For further instructions, the vendor should visit the home-page of the portal (www.eprocure.gov.in), click on eprocure and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal.

The help information provided through **'CPPP User-Guidance Center'** is available in three categories –

Users intending to Register/First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action.

This will prevent hiccups, and minimize teething problems during the use of CPPP.

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender Submission deadline on **CPPP.**
2. Register your organization on **CPPP** well in advance of your first tender submission deadline on **CPPP**.
3. Get your organization's concerned executives trained on **CPPP** using online training module well in advance of your tender submission deadline on **CPPP.**
4. Submit your bids well in advance of tender submission deadline on **CPPP** ((BSNL should not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the **CPP-Portal**, the fourth instruction is relevant at all times.

11. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- 2 Mbps Broadband connectivity with UPS.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s) for users.

12. Vendors Training Program:

Note: This Clause is not applicable to this tender.

13. <u>PRICE SCHEDULE / BOQ</u>:

Utmost care may kindly be taken to upload price schedule / BOQ. Any change in the format of price Schedule/BOQ file shall render it unfit for bidding. Following steps may be followed: -

1. Download price schedule/BOQ Section-9 Part B in XLS format.
2. Fill rates in down loaded price schedule / BOQ as specified in XLS format only in white background cells. Don't fill in grey background cells.
3. BOQ Section -9 Part B file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
4. Save filled copy of downloaded Consolidated sheet / BOQ, price schedule / BOQ file, in your computer and remember its name & location for uploading correct file (duly filled in) when required.

SECTION-5

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. BSNL intends to contract Upkeep/Cleaning services (refer section 3)in **BGTD HQs & Allied Units (Urban)** at Telephone House & CTO Bldg in Bengaluru Telecom District Bengaluru **.**

2. **PERIOD OF TENDER VALIDITY OF THE AWARDED TENDER WORK:** The rates quoted should be firm and valid for any work order that may be issued within a period of 240 days from the date of acceptance of work order

The period of Tender / contract is liable for Extension at the discretion of the PGM, BSNL, BGTD

3. **Responsibilities of Contractor**

The contractor shall be responsible for provision of the services as per Section 3 at the site premises during the service timings specified for each site.. The requirement of services will be provided by BSNL as per section 3.

4. **Tender Schedule/Quotation:**

The tenderer will quote the rate both in figures as well as in words, in the proforma given at Section 9 Part B . If the rates quoted by any Tenderer are less than the Minimum wages including statutory payment, prescribed by Government, such Tenders will be rejected outright. All columns in the proforma are to be filled up. In case some columns are not applicable, full justification with documentary proof is to be submitted. Decision of the BSNL in this regard, is final & binding.

a) The rates will be subject to a revision by Central Government and revised rates will be passed on to the tenderer by BSNL.
b) After awarding the contract, the contractor has to produce copies of wage sheets, the details of paid receipt to the concerned organizations like EPF/ESI
c) Half yearly returns of ESI in Form No. 6.
d) Annual returns of EPF in Form No. 6A.
e) The contractor should ensure that the wages are disbursed to the laborers/units by 7th of following month, without fail . The payment should be made by Electronic transfer to the bank accounts of the labourers / units and proof of disbursement produced by means of soft copy as well as signed hard copy.
f) As per the payment wages Act, 1936, the Agency/Contractor has to give an undertaking to the Principal employer that, he abides by all provisions of Labour Act applicable from time to time.
g) The contractor should remit EPF/ESI amount every month at Bengaluru through NEFT as per the rules in force and he has to submit a certificate showing EPF/ESI Account No., Name of the employee, Address, wages paid, employers & employees share and total and it should be supported by the copy of the receipted challan within one week of remittance of EPF & ESI.
h) In case of any alterations in the name(s) of the employees the same shall be communicated and in the event of any additional work force, such names shall be added to the list of employees and duly furnished.
i) The list of the employees shall also indicate the wage that the contractor had agreed to pay to the employees
j) The contractor shall enclose the payment copies of previous month Service tax/EPF/ESI statement of both Employer/Employee contributions along with the bills from the second month onwards. The contractor shall submit the certificate that he has paid the wages EPF/ESI/S T completely for the previous month.
k) **Contractor shall make arrangement for EPF/ESI Universal Account Number too all upkeep units.**

l) After awarding the contract within 15 days the contractor has to obtain license from the Asst. Labour commissioner Bengaluru in whose jurisdiction principal employer is covered.

5. GUARANTEES:

In addition to any and all other guarantees and warranty mentioned in the contract documents, the contractor guarantees the entire work will be done in a satisfactory manner and free from any defects in the workmanship and finish and in conformity in all respects with specifications and directions. The contractor also undertakes to repair or replace as the case may be at his own cost and risk any part of the work which may be damaged so that they may develop any defects due to bad workmanship or otherwise due to fault of the contractor within a period of one month after the written final acceptance of the works by the department.

6. PENALTIES

a) If the Firm fails to deploy the requisite number of personnel on regular basis, PGM, BGTD shall be at liberty to deduct Rs.200/- for each day's delay beyond two days from the ensuing payment due to the FIRM. Continuous default on the part of FIRM may result in termination of the contract.

b) Payment shall be made after deducting towards days of absence on prorata basis. For each day of uninformed absence, an amount of Rs.100/- shall be deducted from the payment due to the Firm. Losses to the PGM BGTD on account of the labourers in terms of damage/ theft / pilferage to equipments/computers/ machines/ materials/records etc shall be deducted from the due amount.

c) Manpower shall remain in proper uniform and always keep Identity Card. In case of default, payment of that day shall be deducted from the bills submitted by the FIRM.

d) Payment to the manpower shall not be less than Minimum wages as per Central Minimum Wages Act. If it is found that FIRM is paying less than Minimum Wages to manpower, the contract will be terminated.

e) If it is noticed that the wages to the Upkeep personnel have not been disbursed on or before 7th of the following month of duty performed, a penalty of Rs 200-00 for each day of delay in disbursement of wages shall be levied and such amount shall be recovered in the subsequent payments due, which is at the discretion of the PGM BGTD.

7 General Terms and Conditions:

7.1 BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL.

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

7.3 The BSNL reserves the rights to counter offer price(s) against price(s) quoted by any bidder.

7.4 BSNL also reserves the right to award the work amongst more than one bidder.

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

7.6 The company reserves the right to change the terms of trade from time to time with notice period of 30 days.

7.7 The company reserves the right to withhold or delay the payment for the contractor in case of any pending disputes.

7.8 BSNLs decision will be final on all matters relating to the business and will be binding on the

contractor.

7.9 It will be BSNL's endeavour to make the payment to the contractors as per the schedule, however this may stretch beyond the scheduled time only in case of delays in getting claims from the contractors or in case of incorrect claims.

7.10 The payment to the contractors will be made through a NEFT after deducting applicable taxes.

7.11 All contractors' representatives will report to AGM (ESTB) through the nodal officer appointed by PGM, BGTD.

7.12 All present, future & additional taxes /Levies/ duties etc. that may be levied by the govt. /Local authorities etc. will be borne by the contractors.

7.13 The contractor's representatives have to fully cooperate with BSNL to investigate any complaint from the public/staff.

7.14 The contractor shall ensure provision of necessary safety devices tools/ kits etc required for discharge of services as mentioned in Annexure D at his own cost and shall recoup the same from time to time.

7.15 Contractor shall be liable for all payments of wages, Salary etc to its employees & shall comply with all statutory laws, rules, relating to employment, wages, PF, ID, act etc.

7.16 BSNL Shall not be liable for any act of commission or omission of any third party.

7.17 The Contractor's representatives will have to abide by the policy rules, regulations & instructions of BSNL as revised/modified from time to time, without any prior notice to the Contractor in respect of all matters including security deposit / PBG, payment to the contractor etc.

7.18 The Contractor will be bound by all the aspects and legal issues relating to the labour laws.

8 **METHOD AND MANNER OF PERFORMANCE:**

The contractor shall be an independent contractor and shall be in complete charge for the performance of the jobs and shall perform the jobs in accordance with his own methods and at his own risk, subject to compliance with the contract documents. The contractor shall throughout the stipulated period of the contract execute the jobs in the best and most substantial manner and in strict accordance with the contract documents or such other additional particulars, instructions as may be found required to be given while carrying out the works, enforce good order. The contractor shall also not engage in respect of the jobs or discontinue to employ in respect of the jobs any work force that the AGM (ESTB)/ Site Engineer may for any reason object to.

9 **INSURANCE:**

The contractor shall take Workmen's Compensation Insurance as required by law and undertake to indemnify and keep indemnified the department from against all manners of claims and demands, losses, damages and cost (including between Attorney and client) and expenses that may arise in regard to the same or that the Department may suffer or incur with respect and / or incidental to the same. The contractor shall have to furnish original/attested copies as required by the AGM(ESTB). The portions of Insurance taken along with the premium receipts and other papers related thereto which the AGM (ESTB) may require.

10 **SUB CONTRACTOR**:

The Contractor shall not assign, sub contract or subject the whole or any part of the works covered by the contract or any benefit thereof.

11 **REPRESENTATIVE OF BSNL**:

The BSNL shall be represented by the AGM (concerned) concerned or any other officer authorized, will be in charge of the works. BSNL's representatives in work site shall be the officer in charge or such other representative as the AGM (concerned) may from time to time designate in writing. The Officer in charge and / or his assistant or nominee shall inspect the work of the contractor. Notice given in writing by the contractor or contractor's representative to the officer in charge or the AGM (concerned) shall be deemed to be the notice given to the Department.

The Officer in charge and such other representatives as AGM (concerned) may designate in writing shall be deemed to be authorized to represent the BSNL in respect of the work or any designated section work and decision, agreement or instruction in writing by the BSNL's representatives as aforesaid, which is within his power, shall be binding on the contractor.

12 **REPRESENTATIVE OF THE CONTRACTOR;**

The Contractor shall furnish to the department a scheme of his intended organization for the contracted job, naming his superintendent. The contractor shall have on each site a superintendent being authorized to represent the contractor on his designated section job, to whom the department's representative can make his own decisions, authorizations and interpretations.

The contractor shall within TEN days after the execution of the contract/agreement shall notify the department the names and addresses of the superintendent along with the specimen signatures in terms of site allocation. Any change in the name and address of any superintendent notified as aforesaid shall be promptly intimated in writing to the department. Notices given in writing to the superintendent shall be deemed to be notices given to the contractor. The contractor shall also have a manager fully authorized or represent contractor on matters involving more than one section of job notification in respect of whom shall likewise given be given to the department and who shall likewise be the contractors' representatives in terms aforesaid.

13 **INTERPRETATION OF THE CONTRACT DOCUMENTS**:

The AGM (concerned) and the Contractors shall in so far as possible by mutual consultation try and decide upon the meaning and intent of the contract document. In case of disagreement, the dispute will be referred to the sole arbitrator as provided in clause 32 of this section of the contract. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.

14 **CHANGES AND EXTRA JOB:**

14.1 'CHANGES' as used herein means a substitution for or omission of any job or other Requirements Within the general scope of the job, the performance of or compliance of which is Contemplated by the contract documents.

14.2 'EXTRA JOB' as used herein means any work of compliance with any requirements, other than a change which is not expressly or impliedly contemplated by the contract documents and which is necessary to be performed for the proper completion of the contracted job. For the purpose of clarifications, it is declared that any job or operation which shall be necessarily incidental to the proper performance of any item of job or part thereof shall be deemed to have been by implication provided for in the relevant item of job or part thereof and shall not constitute extra job. The contractor shall not undertake or make any change or do any job under this contract unless he has received written instructions from the officer in charge.

15 NOTIFICATION:

Contractor shall give in writing to the proper person or authority with a copy to the AGM (concerned) such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/ or completion of the contracted work.

All notices shall be given sufficiently in advance of the proposed operation to permit all proper co-relation of activities and the contractor shall keep all proper persons or authorities involved regularly advised of the progress of operation throughout the performance of the work together with such other information and/or supporting figures and data as may from time to time be directed as required.

16 REFUND OF SECURITY DEPOSIT:

No interest will be payable on the earnest money or the security deposit or amount payable to the contractor under the contract. Refund of the security deposit is subject to the full and final settlement of the final bill for the jobs contracted/executed under the contract, subject to the settlement of claims if any, by BSNL, for any loss/damage/damages and compliance if any, statutory remittance like, EPF, ESI etc. EMD/BID SECURITY will be refunded to the unsuccessful tenderers within one month of finalization of the tender.

17 INSPECTION

BSNL shall have the right to cause an examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for BSNL to recover the same from him through the PBG or future bills.

18 PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:

The contractor is fully responsible for taking all possible safety precautions during preparation for an actual performance of work. The contractor should protect all life and property from damage and losses resulting from his operations and shall minimize the disturbance and inconvenience to the public.

The contractor shall be solely liable for all expenses for and in respect of repairs and/or damage occasioned by injury or by damage to such underground and above structures or other properties and undertake to indemnify and to keep indemnified the department from and against all actions, causes of actions, damages, claims and demands whatsoever either in law or in equity and all losses and damages and costs (inclusive between Attorney and clients) charges and expenses in connection therewith and/or incidental thereto.

19 INDEMNITIES:

19.1 The Contractor agrees to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party; or
b) Any breach of the terms and conditions in this agreement by Contractor; or
c) Liabilities resulting from or incidental or in connection with injury or disablement to or death of any like including workforce of the contractor of damage to properties and resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents.

19.2 In addition, the contractor shall reimburse the department or pay to the government forthwith or demand losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the government arising out of the incidental to or in connection with the operation covered by the contract. The contractor shall at his own cost at the department's request defend any suit or other proceedings asserting claim covered by this indemnity, but shall not settle, compound or compromise such suit or other findings without consulting the BSNL.

19.3 The above clauses (16.1 & 16.2) shall survive even on the termination or expiry of this agreement.

20 COMPLIANCE WITH LAWS AND REGULATIONS:

20.1 During the performance of the works, the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with all applicable by-laws, rules, regulations and other and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any government, government agency, or department, municipal board, government or other regulatory or authorized body of persons and shall provide all certificates of compliance therewith as may be required by such applicable law, by-laws and rules, regulations, orders and shall also comply with all directions issued by BSNL and provide BSNL with all information and cooperation that BSNL may reasonably require from time to time.

20.2 The contractor shall assume full responsibility for the payment of all contributions and payroll taxes, as to its workforce, servants or agents engaged in the performance of the work specified in the contract documents. Subject to the provisions of the Contract Labour (Abolition and Regulations) Act 1970, the Contractor shall not commence actual work unless he produces a receipt from the concerned licensing authority that he has applied for licence from the prescribed licensing authority, which may be produced within the period of FIFTEEN DAYS of the commencement of the work.

21 OPTIONAL TERMINATION BY BSNL (OTHER THAN DUE TO DEFAULT OF CONTRACTORS):

(1) BSNL may, at any time, at his option, cancel and terminate this contract by written notice to the contractor (**THIRTY DAYS NOTICE**), in which event, the contractor shall be entitled to payment for the work done up to the time of such cancellation.

(2) In the event of termination of the contract, the contractor shall forthwith clear the site of all the contractors' materials, machinery and equipments and handover possession of the work / operation concerned to the BSNL or as the BSNL may direct.

22 TAXES AND DUTIES:

The contractor shall pay all rates, levies, fees, royalties, taxes and duties payable or arising from out of by virtue or in connection with and / or incidental to the contract or any of the obligations of the parties in terms of the contract documents and / or in respect of the works / operations. If service TAX or VAT or GST is applicable, the contractor is liable to pay the same on regular basis to Central Excise Department as per rules in force from time to time. The subsequent bills should accompany a declaration to this effect for having made the payment of taxes. The rates quoted in the Price bid as given at Section 9 part-B has to be all-inclusive subjected to the following:

1) In case of reduction of taxes and other statutory duties during the tender period BSNL, BGTD shall take the benefit of decreasing these taxes / duties for the Tenderers made from the date of enactment of revised duties / taxes/GST.
2) In case of increase in duties / taxes, during the tender period, the BSNL, BGTD, shall revise the wages, as per the new duties / taxes/GST to the tenderers.

23 WORKMEN'S COMPENSATION:

The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's compensation Act 1923 & 1992 for injuries cost to any workman. If such compensation paid by the BSNL as Principal Employer, such compensations will be recovered from the security deposit or from any pending bill due from the BSNL of the contractor on any account or otherwise BSNL shall not be bound to contest any claim made against it under Section 12 (ii) 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 government may become liable in consequence of contesting such claim.

24. LABOUR WELFARE:

Every case in which by virtue of the provisions of the Contract Labour (Regulations and Abolitions) Act 1970 and of the Contract labour (Regulations and Abolitions) Central Rules 1971, BSNL is obliged to pay any amount to work force engaged by the Contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules under Clause 19 to 19 J and PWD – 8 under the CPWD contractors' Labour Regulations, or under the rules framed by the Government from time to time for the protection of health and sanitary arrangements for the workforce recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the BSNL under Section-20, subsection (2) and section (21), subsection (4) of the Contract Labour (Regulation and Abolition) Act, 1970.

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 the contractor whether under this agreement or otherwise, BSNL shall not be bound to contest any claim made against it under section 2, subsection (I) and section 21, subsection (4) of the said act, except on the written request of the contractor and upon giving to the BSNL full security for all cost for which BSNL might become liable in contesting such claim.

The contractor shall obtain a valid license under the Contract Labour (R & A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 before the commencement of the job and continue to have a valid license until the completion of the job. Any failure to fulfill this requirement shall attract the penal provisions of the Contract arising out of the resultant non-execution of the job.

No labour below the age of EIGHTEEN YEARS shall be engaged on the job.

25 FAIR WAGES:

a) The contractor shall submit the **LIST OF HIS EMPLOYEES** engaged by him EVERY MONTH for the purpose of BSNL.
b) The contractor shall pay fair amounts to the workforce engaged by him. ***WAGES SLIPS*** for every month is to be issued in Form XIX
c) The Contractor has to issue **IDENTITY CARD in Form XIV.**
d) In respect of all workforce directly or indirectly engaged in the works for performance of the contractors party of his agreement, the contractor shall comply with or cause to be complied with Regulations made by Government from time to time in regard to amounts paid deductions made recovery not paid and deductions unauthorized made, maintenance of books or slips, publications of sale and other terms of engagement or workforce, inspection and submission of periodical returns and full other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central Rules 1971 wherever applicable.

e) As required by Rule 29 of the R&A (Central) Rules 1971, it is obligatory for the contractor to maintain register of wages. The contractor shall obtain the signature, or the thumb impression of the worker concerned against the entries relating to him on the register of wages and the entries shall be authenticated by the initials of the contractor or by
authorized representatives and shall also be duly certified by the authorized representative of the principal employer in the following format

"Certified that the amount shown in Col. No. ---------- has been paid to the workmen concerned in my presence on ---------- (date) at --------- (place)."
A certified copy of the wage register should be submitted to the AGM (ESTB) **within ONE WEEK of remittance of EPF & ESI.**

f) The AGM or his subordinate officers concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by the workforce or by reasons of fulfillment of the conditions of the contract for the benefit of the workforce, non payment of money or deductions made from payment of the workforce which are justified by the terms of the contract of non observation of the regulations.

g) The contractor shall comply with the provisions Payment of Wages Act 1936, Minimum Wages Act, 1948, Employees' Liability Act 1947, Maternity Benefits Act 1961, and the Contract Labour (Regulations, Abolitions) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
The Contractor shall indemnify BSNL against payments made under and for the observance of the Laws aforesaid.
Regulations aforesaid shall be deemed to be a part of the contract and any breach shall be deemed to be breach of contract.

26 OTHER WELFARE MEASURES FOR WORKFORCE:

(a) The contractor shall implement the workforce welfare enunciated in clause 19(C), 19(D), 19(E), 19(G), 19(H), 19(L) of the conditions contract in the P.W.D.5.

(b) The contractor shall also follow the safety method stated in the CPWD safety code.

(c) The contractor shall comply with all the provisions of Minimum Wages Act 1948, Contract Labour (R&A) Act and rules framed and other labour laws affecting labour that may be brought into force from time to time.

(d) The Contractor shall not assign or sublet his contract or so to do or become insolvent or commence any proceedings or make any compositions with his credit attempt to do so or if any bribe, the gratuity, gift, requisite reward or advances pecuniary or otherwise shall either directly or indirectly be given, promised by the contractor or any office servants or agents to any public officer or person in the employment of government in and any relating to his officer or employment, or of any such officer the person shall become in any way directly or indirectly interested in the contract, the officer in charge on behalf of the BSNL shall have the power to adopt any of the courses as he may deem best suited in the interest of BSNL.

(e) All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of BSNL without reference to the actual loss or damage sustained, and whether or any damage has been sustained.

27 PARTNERSHIP FIRMS:

Where the contractor is a partnership firm, the previous approval in writing of the officer in charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement,
where under the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If the previous approval as aforesaid is not obtained, the contract shall deemed to have been assigned in contravention of Section III (7) and thereof and the same action may be taken, the same consequence shall ensure as provided in the said Section III (7).

All jobs to be executed under the contract shall be executed under the direction and subject to the approval in all respects of officer in charge who shall be entitled to direct at what point or points and in what manner they are to be deemed and from time to time carried out.
Wherever any claim against the contractor for the payment of the sum or money arises out of or under the contract, BSNL shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor and to sell any such security. In the event of the security being insufficient, or if no security has been taken from the contractor then, the balance or the total sum then due or which at any time thereafter may become due to the contractor under this or may cover the full amount recoverable the contractor shall pay to BSNL on demand the balance remaining due.

28 PAYMENT:

Please refer clause 4 of Section 2 .

29 DISPUTES AND ARBITRATION:

Any type of dispute which the contractor wants to raise should be raised within TEN DAYS from the date of submission of bill for payment. If no dispute is raised within the stipulated time, then it is considered that there is no dispute from the contractors' side and the payment will be settled within 30 days. The contractor shall raise no dispute for the period for which payment is already made. However, disputes regarding clerical mistakes committed while settling the bills shall be raised at any time. All disputes arising between the contractor and the officer in charge out of this contract shall be referred to the arbitration in accordance with clause 32 of this section.

30 MISCELLANEOUS:

(a) The contractor shall arrange sufficient work force to carry out the jobs entrusted to him by the officer in charge of the building / store yard /office/exchange etc. Failure to arrange the requisite work force as required by the in-charge of the works, can be construed as breach of contract which may entail the BSNL to terminate the contract or take any other action as it may deem fit.

(b) **The contractor should agree that the personnel so deployed on a contract basis and for all practical purposes the employees of the contractor and they will not be entitled for any of the privileges and benefits enjoyed by the employees of BSNL**. The work force so deployed, will have no claim, directly or indirectly for regular employment or service conditions and any other benefits available to the employees of BSNL.

(c) The contractor should make arrangements for surprise checks on the work force deployed by the supervisor of the agency at frequent intervals

(d) The contractor shall be fully responsible in all respects in case of injuries/accidents to his workforce while on duty.

(e) The contractor should supply the workforce posted with accessories such as towel, climbing shoes, soap and equip them with proper uniforms, identity cards and other equipments like whistles, rain coats, sticks, torches with cells etc required for effective working.

(f) The workforce posted should be physically of good health, good character, amenable to discipline and should have necessary intelligence for carrying out the works.

31 PERFORMANCE SECURITY:

31..1 " All contractors (including small scale units who are registered with the National Small Scale Industries Corporation under Single point registration scheme) shall furnish performance security to the purchaser for an amount equal to 5% of the value of purchase order within 14 days from the date of issue of advance purchase order by the purchaser".

31.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

31.3 The performance security Bond shall be in the form of Bank Guarantee issued by a Nationalized/ scheduled Bank and in the form provided in 'Section- 7B of this Bid Document.

31.4 The performance security Bond will be discharged by the Purchaser after completion of the contractor's performance obligations, including any Warranty obligations under the contract.

32. ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.

32.1 In case of default by Bidder(s)/ Vendor(s) such as

a) This clause (clause 29 (a)) is applicable only for sites requiring services as specified in Items 5, 6 or as per Section 3. The contractors representatives shall be responsible for calling the concerned officer in charge for the telecom site both at the time of the starting as well as end of duty from the site. At any point if the contractor s representatives fail to do so, 5% of the monthly contract amount of that site will be deducted from their payment for every instance of such negligence on their part. In addition, if during any visit, the contractor s representatives are not found to be present at the time of duty, 10% of the monthly contract amount will be deducted from their payment for every instance of such negligence on the part of the contractor.

b) For all telecom sites for which the contract has been given to the contractor, BSNL reserves the right to monitor the provision of services at any time through visits to the site. In case the service provided by the contractor is not found satisfactory, 10% of the monthly contract amount for that site will be deducted from their payment for every instance of such negligence on the part of the contractor.

c) Manpower shall remain in proper uniform and always keep Identity Card. In case of default, payment of that day shall be deducted from the bills submitted by the FIRM.

d) Payment to the manpower shall not be less than Minimum wages as per Central Minimum Wages Act. If it is found that FIRM is paying less than Minimum Wages to manpower, the contract will be terminated.

e) If it is noticed that the wages to the H/K personnel engaged have not been disbursed on or before 7th of the following month of duty performed, a penalty of Rs 200-00 for each day of delay in disbursement of wages shall be levied and such amount shall be recovered in the subsequent payments due,which is at the discretion of the PGM BGTD.

32 CONTRACTOR'S PARTY :

No one in the Bharath Sanchar Nigam Limited should even be engaged or admitted as partner. The bidder should give no Near relative certificate (as per Annexure 6B).

33 TENDER SCHEDULE :

The tender schedule to be read in conjunction with instructions and guide lines to tenders, conditions of contract and other tender documents and the tenderer/contractor shall be deemed to have carefully examined all those documents. It is further understood and agreed that the contractor, by careful examination has satisfied himself as to the nature and location of the job, the character of the equipment and facilities needed preliminary to the job, the general local conditions of the site of the job.

34 ARBITRATION:

34.1 In the event of any question, dispute or difference arising under this agreement or in connection there – with (except as to matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the PGM, BSNL, BGTD, Raj Bhavan Road, Bengaluru-560 001, or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the Officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the PGM, BGTD, BSNL, Raj Bhavan Road, Bengaluru-560 001**,** or by whatever designation such Officers may be Called (hereinafter referred to as the said Officer) and if the PGM or the said Officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by PGM or the said Officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the Arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the Arbitrator shall be final & 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 reasons whatsoever, the PGM, BGTD, BSNL or the said Officer shall appoint another person to act as arbitrator in accordance with terms of the agreement & the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

34.2 The arbitrator may from time to time with the consent of 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.

34.3 The venue of the arbitration proceeding shall be the Office of the PGM, BSNL, Bengaluru Telecom District, Telephone House, Raj Bhavan Road, CTO Building, Bengaluru-560 001 or such other places as the arbitrator may decide.

35. COURT JURISDICTION:

i. Any dispute arising out of the tender/bid document/evaluation of bids/issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/tender has been issued.

ii. Where a contractor has not agreed to arbitration, the dispute/claims arising out of the Contract/PO entered with his shall be subject to the jurisdiction of the competent Court at the place from where Contract/PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

"This Contract/PO is subject to jurisdiction of Court at Bengaluru only".

36. GST Invoice

36.1 All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.

36.2 Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.

36.3 In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment.

36.4 It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the supplier, the same would be recovered by BSNL from the supplier.

36.5. Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise.

36.6. BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL.

36.7. It is the responsibility of the supplier to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the supplier shall intimate to BSNL and give adequate time before raising of the invoice.

36.8. E-waybill number should be mentioned on the invoices.

36.9. Supplier shall be responsibile for timely issuance and delivery of invoice/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.

(a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, than cost would be borne by supplier.

(b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL of the loss of credit due to mis-match. The compliances to be adhered by supplier includes (but is not limited to) the following:

(i) Uploading appropriate invoice details on the GSTN within the stipulated time;

(ii) Issuing GST compliant invoice / CN/ DN. PO issued by BSNL should be referred by supplier for capturing information on the invoice.

(iii) Supplier needs to pay the entire self-assessed tax on timely basis.

(iv) Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by supplier. Such changes w.r.t. the mismatch are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier. In case of mismatch because of Supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.

(v) Supplier to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the supplier would be recovered from the supplier.

(vi) A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case supplier gets black listed during the tenure of BSNL contract, then supplier must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of supplier.

36.10 Refer Annexures below(placed as Annexure- A1) for clause stating that all the details of supplier (name, address, GSTN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice

36.11. Where the location agreed are more than one state, then separate invoice state wise to claim input tax credit in a particular state (typically happens in a bill to-ship to scenario) shall have to be submitted.

36.12 It shall be the responsibility of the supplier to mention State of place of supply of goods/services in the invoice issued to BSNL.

SECTION – 6(A)
UNDERTAKING & DECLARATION
(On Non-Judicial Stamp paper of Rs.20/-)

For understanding the terms & condition of Tender & Spec. of work

A) **Certified that:**

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

B) **The tenderer hereby covenants and declares that**:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.
3. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from **Page no.____ __ to_____** (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/We shall abide hereby by the terms/conditions/clauses contained therein.

Place …… ……
Date: ……

Signature of Tenderer _____
Name of Tenderer._____
Along with date & Seal

No. GNL-103 /I/2018-19 /4 dated at BG-01, the 31.08.2018

Section 6(B)

Near Relative Certificate

FORMAT

To:

The Assistant General Manager (GENERAL),
BSNL BGTD, 4th Floor,
Telephone House, Rajbhavan Road,
Bengaluru-560001.

Sir,

Sub: Near Relative Certificate

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

Definition of near relative:

i. Members of a Hindu Undivided family
ii. They are Husband & wife
iii. The one is related to the other in the matter as father, mother, son(s), and son's wife(daughter-in-law) daughter's husband (Son-In-law), brother(s) wife, sister's & sister's husband(brother-in-law)

Yours Truly,

(Signature with seal)

Note: In case of proprietorship firm certificate will be given by the proprietor, For Partnership firm certificate will be given by the all partners, and in case Limited company by all the Directors of the company.(Pl refer clause 34.1 of Section-4)

No. GNL-103 /I/2018-19 /4 dated at BG-01, the 31.08.2018

SECTION -7 (A)

For the BIDSECURITY/ EMD Guarantee-proforma

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

Sub: Bid Security/EMD guarantee.

Whereas M/s …… R/o …… …… …… (Hereafter referred toas Bidder) has approached us for giving Bank Guarantee of Rs. ……/- (hereafter known as the "B. G. Amount") valid up to …../……/ 20….. (hereafter known as the "Validity date") in favour Of Principal General Manager, Bengaluru Telecom District, Bengaluru (Hereafter referred to as BSNL BGTD) for participation in the tender of work of ……..vide tender no. ……

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

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL BGTD stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL BGTD by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".

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

4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL BGTD under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL BGTD Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL BGTD that the BSNL BGTD shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL BGTD against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL BGTD or any indulgence by the BSNL BGTD to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained;
   (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
   (b) The guarantee shall stand completely discharged and all rights of the BSNL BGTD under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case BSNL BGTD demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "Accounts Officer Cash(HQ),BSNL Bengaluru Telecom District, payable at Bengaluru .

8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: ……

Date: …….. (Signature of the Bank Officer) Rubber stamp of the bank
Authorized Power of Attorney Number: ……
Name of the Bank officer: ……..
Designation: …… Complete Postal
Address of Bank: ……..……
Telephone Numbers ……
Fax numbers……

No. GNL-103 /I/2018-19 /4 dated at BG-01, the 31.08.2018

Section 7(B)

धारा-7बी SECTION -7B

प्रतिभूति गारंटी का निष्पादन (बंधक पत्र)

PERFORMANCE SECURITY GUARANTEE (BOND FORM)

(रु.100/= के गैर–न्यायिक पक्का कागज़ पर टाईप करना है। To be typed on Rs.100/= non-judicial stamp paper)

विषय:- प्रतिभूति गारंटी Sub:- Performance Guarantee

1. जहां प्रधान महाप्रबंधक, बेंगलूरु दूरसंचार जिला, बेंगलूरु (इसके पश्चात् बी.एस.एन.एल., बेंगलूरु दूरसंचार जिला कहा जायगा) ने सर्वश्री ..... (इसके आगे ''बोलीदाता'' कहा जायगा) को ..... का काम करने की अनुमति देते हुए एक वार्षिक खरीदी आदेश सं..... तारीख ...../...../..... जारी किए हैं और बी.एस.एन.एल. ने उनसे प्रधान महाप्रबंधक, बेंगलूरु दूरसंचार जिला, बेंगलूरु के नाम पर दि...../...../..... (इसके आगे ''तारीख'' कहा जायगा) तक विधिमान्य रुपए ...../=. की प्रतिभूति गारंटी (इसके आगे ''पी.जी राशी'' कहा जायगा) प्रस्तुत करने को कहा है । (उक्त पीबीजी एपीओ एलओआई की तारीख से 14 माह के लिए विधिमान्य होना चाहिए।)

WhereasPrincipal General Manager, Bangalore Telecom District, Bangalore (hereafter referred to as BSNL BGTD) has issued an APO no.…… Dated ……/……/20….. awarding the work of …… …… … …… to M/s…… R/o …… (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of Principal General Manager, Bangalore Telecom District, Bangalore of Rs. ……/- (hereafter referred to as "P.G. Amount") valid up to ……/……/20……(hereafter referred to as "Validity ") [valid for 14 months]

अभी बोली लगानेवाले के निवेदन पर हम ..... बैंक.....शाखा जिसके पता .....और पंजीकृत कार्यालय पता ..... (इसके आगे '' बैंक '' कहा जायगा) हो, आगे बताए गए रूप में इस गारंटी देने को सहमत हुआ।

Now at the request of the Bidder, We …… Bank……Branch having …… ……. ……Address) and Regd Office address as …… …… …… …… (Hereinafter called 'the Bank") agreed to give this guarantee as hereinafter contained:

2. हम ''बैंक '' इसके द्वारा वचनबद्ध हैं और बीएसएनएल, बेंगलूरु दूरसंचार जिला को यह आश्वासन दिए जाते हैं कि यदि बीएसएनएल, बेंगलूरु दूरसंचार जिला की राय में उक्त करार में सूचित किसी शर्त व निबंधन के पालन या निष्पादन में उक्त बोलीकार द्वारा किसी तरह पराजित हो जाने अथवा उसके अधीनस्थ कोई बाध्यता में किसी प्रकार का भंग करने पर, बीएसएनएल द्वारा मांग करने पर बिना कोई विलंब–शुल्क या आपत्ति के बैंक इस प्रतिभूति गारंटी राशी तक सीमित या बीएसएनएल, बेंगलूरु दूरसंचार जिला द्वारा मांग करती राशी का भुगतान बीएसएनएल, बेंगलूरु दूरसंचार जिला को किया जायगा। बीएसएनएल, बेंगलूरु दूरसंचार जिला को उक्त राशी के भुगतान के लिए बैंक को बाध्य करने हेतु उसको लभ्य किसी कानूनी उपाय का आश्रय लेने की ज़रूरत नहीं पडेगा।

We, "the Bank" do hereby undertake and assure to the BSNL BGTD that if in the opinion of the BSNL BGTD, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL BGTD the said sum limited to P.G. Amount or such lesser amount as BSNL BGTD may demand without requiring BSNL BGTD to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

3. बोलीदाता द्वारा बीएसएनएल, बेंगलूरु दूरसंचार जिला को भुगतान करने को बाध्य या इस गारंटी के तहत बैंक द्वारा देय राशी के संबंध में बीएसएनएल, बेंगलूरु दूरसंचार जिला द्वारा करते ऐसा कोई मांग निर्णायक होगा । दावे के

संबंध में बोलीदाता और बीएसएनएल, बेंगलूरु दूरसंचार जिला के बीच कोई मध्यस्थता कार्यवाही या कानूनी कार्यवाही लंबित है या बोलीदाता ने भुगतान की बाध्यता के बारे में या रकम की मात्रा के बारे में तर्क करने की स्थिति में भी बैंक को उक्त राशी का भुगतान स्थगित करने का अधिकार नहीं होगा ।

Any such demand from the BSNL BGTD shall be conclusive as regards the liability of Bidder to pay to BSNL BGTD or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL BGTD regarding the claim.

4. हम, बैंक इसके आगे सहमत हैं कि उक्त गारंटी इसका जारी करने की तारीख से विधिमान्य रहेगी और वह उक्त करार के निष्पादन अवधि के दौरान, उसकी विधिमान्य अंतिम तारीख तक पूर्ण रूप से प्रभावी रहेगी ।

We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

5. बैंक इसके आगे सहमत है कि बीएसएनएल, बेंगलूरु दूरसंचार जिला को बैंक की सहमति के बिना और गारंटी के अधीनस्थ बाध्यताओं को किसी प्रकार प्रभावित किए बिना बोलीदाता के आगे बीएसएनएल, बेंगलूरु दूरसंचार जिला द्वारा व्यावहार्य किसी शक्ति से उक्त करार की निष्पादन अवधि बढाने या उक्त करार के किसी शर्त व निबंधन बदलने को और उक्त करार से संबंधित किसी शर्त व निबंधन के कार्यान्वयन के परख करने को बीएसएनएल, बेंगलूरु दूरसंचार जिला को पूर्ण छूट है। इस प्रकार के पराजय के कारण या उक्त बोलीकार को दिए समय विस्तारण या बीएसएनएल, बेंगलूरु दूरसंचार जिला की ओर से कोई परख, अधिनियम या चूक या बीएसएनएल, बेंगलूरु दूरसंचार जिला द्वारा बोलीकार को किसी छूट देना या ऐसे अन्य किसी मामले या विधि के तहत जमानत से संबंधित किसी प्रकार के प्रावधान को हमें दायित्व से मुक्त करते हैं, तब तक हम अपने दायित्व से मुक्त नहीं होंगे ।

The Bank further agrees that the BSNL BGTD shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL BGTD against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL BGTD or any indulgence by BSNL BGTD to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. यहां निहित कुछ होते हुए भी

(क) इस गारंटी के अधीन बैंक की बाध्यता पी.जी.रकम तक सीमित रहेगी और इसका प्रभाव विधिमान्य तारीख तक ही होगा ।

(ख) यदि विधिमान्य तारीख तक हम पर कोई लिखित दावा या मांग न करते तो इस गारंटी पूर्णत: निरस्त होगा और इस गारंटी के अधीन बीएसएनएल, बेंगलूरु दूरसंचार जिला के सभी अधिकार समाप्त रहेगा ।

Notwithstanding anything herein contained ;

(a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.

(b) The guarantee shall stand completely discharged and all rights of the BSNL BGTD under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. यदि बीएसएनएल, बेंगलूरु दूरसंचार जिला इस बैंक गारंटी के अधीन किसी राशी की मांग करते तो उसका भुगतान ''लेखाधिकारी (नकद) मुख्यालय, बीएसएनएल, बेंगलूरु दूरसंचार जिला'' के नाम पर बेंगलूरु में देय बैंकेर्स चैक के ज़रिए दी जायगी ।

In case BSNL BGTD demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of " BSNL Bangalore Telecom District, payable at Bangalore.

8. बैंक यह जिम्मा लेता है कि बैंक के लिए इस पर हस्ताक्षर किए निम्नलिखित अधिकारी को उनको प्रदत्त शक्ति के अधीन यह गारंटी देने का प्राधिकार हैं।

The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

स्थान/Place :
तारीख/Date :

(बैंक अधिकारी का हस्ताक्षर) बैंक का रबड़ मोहर
प्राधिकृत मुख्तार नामा संख्या.....

बैंक अधिकारी का नाम .....

(Signature of the Bank Officer) Rubber stamp of the bank

Authorized Power of Attorney Number: ……
Name of the Bank officer: ……..

No. GNL-103 /I/2018-19 /4 dated at BG-01, the 31.08.2018

SECTION -7(C)

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

[To reach AGM (MM) before date of bid opening]

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

To

The Assistant General Manager (GENL),
BSNL BGTD, 4th Floor,
Telephone House, Rajbhavan Road,
Bengaluru-560001.

Subject: Authorisation for attending bid opening on ……(date)
In the Tender of ……..

****

I/ We Mr. /Ms. …… have submitted our bid for the tender no. …… in respect of …… …….. (Item of work) which is due to open on …….. (date) in the Meeting Room, O/o ……..

We hereby authorize Mr. / Ms. ……& Mr. / Ms…… (alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

…….
Signature of the Representative

…… Signature of Bidder/ Officer authorized to sign
Name of the Representative on behalf of the Bidder

…….
Signature of the alternative Representative

……..
Name of the alternative Representative

Above Signatures Attested

Note 1: Only one representative will be permitted to attend the Bid opening

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

Signature of bidder Or
Officer authorized to sign the bid
Documents on behalf of the bidder

SECTION-8

Bidder's /Tenderer's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) **Tenderer's Profile**

1. Name of the Individual/ Firm: ……

2. Present Correspondence Address

……

……

Telephone No. …….. Mobile No. ……..

FAX No. ……

3. Address of place of Works/ Manufacture ……

…… ……

……

Telephone No. …….. Mobile No. ……

4. State the Type of Firm: Sole proprietor-ship/partnership firm/Private limited company. / (Tick the correct choice):

5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			
4.			
5.			

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):

……

……

……

7. Permanent Account No. :……

8. Details of the Bidder's Bank for effecting e-payments:

(a) Beneficiary Bank Name:……

(b) Beneficiary branch Name:……

(c) IFSC code of beneficiary Branch……..

(d) Beneficiary account No.:…….

(e) Branch Serial No. (MICR No.):……..

9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Bengaluru? If so state its Address

……

……

10. GSTN Registration Number(s) of all units/business places of the bidder vide which he intends to execute the contract, if awarded.

GSTN 1…….

GSTN 2……

GSTN 3……. and so on

B) **Questionnaire**

1. Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No.

1.1 If Yes, Give details

……

……

2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.

2.1 If Yes, Give details

……

……

3. Kindly indicate the maximum Quantity of tendered material which you are capable of supplying within the scheduled delivery period.

Name of the tendered Item	Qty that can be supplied by the firm within scheduled delivery period.

4. Suggestion for improvement of the tender document.

……

Place…….

Signature of contractor ……

Date …… Name of Contractor ……

No. GNL-103 /I/2018-19 /4 dated at BG-01, the 31.08.2018

SECTION 9 PART-A
BID FORM

To From, <complete address of the Bidder>

The Assistant General Manager (GENERAL),
BSNL, Bangalore Telecom District,
4TH Floor, Telephone House,
Rajbhavan Road,, Bengaluru – 560 001.

Bidder's Reference No**:…….…… …**Dated……

Ref: Your Tender Enquiry No. ……dated ……

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. ..... dated ……. ……the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver ..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.

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

3. We agree to abide by this Bid for a period of …….days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.

4. We understand that you are not bound to accept the lowest or any bid, you may receive.

5. **If our Bid is accepted, we will provide you with a performance guarantee from a Nationalised /Scheduled Bank for a sum @ 10% of the contract value for the due performance of the contract**.

6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).

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

Dated: ..... day of 2018

Signature …….
Witness Name …….
Signature……. In the capacity of …….
Name ……. Duly authorized to sign the bid for and on
Address ..... behalf of .....

No. GNL-103 /I/2018-19 /4 dated at BG-01, the 31.08.2018

SECTION-9 Part-B
Price Schedule

Price Bid for Providing Upkeep/Cleaning & Allied Services for BGTD HQs & Allied Units (Urban) at Telephone House & CTO Bldg in Bengaluru Telecom District, (Rates as on 01.06.2018)

NO	DETAILS	Charges per unit per day (in Rs.)
	X (Fixed Wages)	URBAN (A- Class City)
Col-1	Col-2	Col-3
1	MINIMUM BASIC WAGES AS PER THE EXISTING RATES NOTIFIED BY THE CENTRAL GOVERNMENT FOR UNSKILLED MAN POWER UNIT ON PER DAY BASIS (present basic amount /day)	523.00
2.	PRESENT VDA (Variable DA)	30.00
3.	Total Minimum Wages (Basic Wages + VDA) (Sum of Sl. 1 & 2)	553.00
4	EPF 12% + ADMINISTRATIVE CHARGES 0.50% of wages	69.13
5	EDLI AT 0.5% ON Rs.15,000/- when wages exceed Rs.577 per day/0.5% on Actual wages when wage is less then Rs.577 per day.	2.77
6	Total ESI Amount @ 4.75% of SL.No.3 above	26.27
7	Total Wages (Sl.No.3,4,5,6) "X"	651.16
	Y (to be quoted by the bidder) (*)	
8	SERVICE CHARGES OF TENDERER	
9	PROFIT MARGIN	
10	TOTAL of (Sl.No.8 & 9) "Y"	
11	TOTAL OF X + Y (Sl.No.7 & 10)	
12	GST @ 18% of Col-11	
13	Grand Total (Sl.No. 11 &12)	

Amount in Rupees_____ only for A class city and

Note:

1. **(*) Mandatory**
2. The labour Minimum Wages, EPF, ESI rates will be subject to revision by Central Government and revised rates will be passed on to the tenderer by BSNL.
3. **Note: Service charges + Profit Margin quoted should be reasonable and justifiable. Minimum 3 % of wages(basic + VDA) is considered reasonable for Service charges & Minimum 3 % of wages(basic + VDA) is considered reasonable for profit margin. Hence bids quoting amount less than 3% of wages (basic + VDA) as profit Margin or Service charges will be rejected.**
4. **In case of more than 3 bidders quoting the same L1 Rates, then average Financial Turn over of the bidders will be considered for evaluation. The bidders with highest Turn over during the Financial year 2014-15, 2015-16 & 2016-17 will be considered**
5. **One unit means a shift duty of EIGHT Hours/day.**

SEAL & SIGNATURE OF THE CONTRACTOR

No. GNL-103 /I/2018-19 /4 dated at BG-01, the 31.08.2018

ANNEXURE – I

MANDATE FORM

---------- (Name of the company) represented by Sri. ---------- (with designation like Proprietor, CEO, MD etc.) hereby give our consent to credit the settlement amount in r/o Purchase Order No. ---------- dated ---------- for supply of ---------- to O/o P.G.M., BG TD, consignee ---------- paying authority ----------by way of Electronic Clearance system or by Electronic fund transfer (as the case may be) to our Bank account No. ----------SB/CA, Bank branch ----------MICR No. ---------- Bank's Name ---------- . IFSC Code----------

A copy of the cancelled / Photostat cheque leaf is enclosed.

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected for reasons of incomplete or incorrect information, we would not hold user institution responsible. We agree to discharge the responsibility expected of us as a participant under the scheme.

Signature
(By Authorized Signatory)
With the Stamp and Seal of the Company

Date

No. GNL-103 /I/2018-19 /4 dated at BG-01, the 31.08.2018

RTGS/ NEFT/ MANDATE FORM FOR VENDOR CREATION(For new BSNL Vendors)

1. Vendor Name :
2. Vendor code (if available) :
3. Permanent Account Number (PAN) :
4. Particulars of Bank Account :
   a. Name of the Bank :
   b. Name of the Branch :
   c. Branch Code :
   d. City Name :
   e. Branch Address :
   f. Branch Telephone No. :
   g. Bank Branch IFSC Code :
   h. 9 Digit MICR Code :
   i. Type of Account :
      (S.B. Current or Cash credit specify code)
   j. Account :

5. Vendor's E-mail Address :
6. Vendor's Authorised Signatory- Name :
7. Vendor's Contract person Name :
8. GST No.

I / We hereby declare that the particulars given above are correct and complete . If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the company responsible.

DATE: Authorised Signatory

BANK CERTIFICATE

We certify that ---------- has an account with number ---------- and we confirm that the details given above are correct as per our record. We also confirm that we enable for receiving NEFT / RTGS credits.

Date:
Place: Signature and Name of the authorized official of Bank with Stamp

(NOTE: To be filled in the firm's Letter Head & Kindly submit the original)

No. GNL-103 /I/2018-19 /4 dated at BG-01, the 31.08.2018

ANNEXURE-II

PRE- RECEIPT

Received with thanks from the Pr. General Manager, Bengaluru Telecom District, Bengaluru a sum of **₹5,20,200** towards the refund of EMD paid against this office Tender Notice No. GNL-103/I/2018-19/4 dtd. 31.08.2018 R. No. …… Book No. …… dtd. ……

Firm Name & Address

Seal / Rubber stamp of firm
with signature

PRE -RECEIPT

Received with thanks from the Pr. General Manager, Bengaluru Telecom District, Bengaluru a sum of **₹5,20,200** towards the refund of EMD paid against this office Tender Notice No. No. GNL-103/I/2018-19/4 dtd. 31.08.2018 R. No. …… Book No. …… dtd. ……

Firm Name & Address

Seal / Rubber stamp of firm
with signature

No. GNL-103 /I/2018-19 /4 dated at BG-01, the 31.08.2018

ANNEXURE-III

.

CERTIFICATE

(TO BE GIVEN IN CASE THE TENDER DOCUMENT IS DOWN LOADED FROM WEB)

The downloaded tender document as published at the website (bangaloretelecom.com) has been used for bidding in this tender. It is certified that no modification has been done to the contents of the document.

Place :
Date :

Signature of the bidder
(Seal / Rubber stamp of the firm)

No. GNL-103 /I/2018-19 /4 dated at BG-01, the 31.08.2018

ANNEXURE-IV

PROFORMA OF POWER OF ATTORNEY
Non-Judicial Stamp paper of Rs 20

POWER OF ATTORNEY

Be it known all to whom it concerns that: -
1. Shri _____ s/o _____ residing at _____
2. Shri _____ s/o _____ residing at _____
3. Shri _____ s/o _____ residing at _____

I, the Proprietor/We all the Partners/Directors of M/s _____ (Address) _____ hereby appoint Shri_____ s/o _____residing at_____ as my/our Attorney to act in my/our name and on behalf and sign and execute all documents/agreements binding the firm for all contractual obligations (including references of cases to arbitration) arising out of contracts to be entered into by the firm with the PGM, Bengaluru Telecom District, Bengaluru in connection with their Tender Enquiry No. _____ dated_____ for _____ _____ due for opening on_____.
In short he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s_____. And I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/us and my/our firm as if the same were executed by me/us individually or jointly.

Witness (with Address)
1.
2.

Signature of the Proprietor/Partners/Directors
1.
2.
3.

_

Accepted
(Signature of Signatory of Tender Offer of the firm)

_____

A T T E S T E D
Notary Public
(Signature with Official Seal)
OR
R E G I S T E R E D
Before
(SUB – REGISTRAR) …….. (of concerned State)

No. GNL-103 /I/2018-19 /4 dated at BG-01, the 31.08.2018

ANNEXURE V

(In case of Sole Proprietorship Firm)

(On Non-Judicial Stamp Paper Rs.20/-)

AFFIDAVIT

I, Smt/Sri ……S/o…… is the Sole Proprietor of the Firm M/s……..Locted at No……. and is accountable to all tax liabilities of the said firm.

Signature
Name of the Proprietor of the Firm & Seal

A T T E S T E D
Notary Public
(Signature with Official Seal)

OR

(SUB – REGISTRAR) …….
(of concerned State)

No. GNL-103 /I/2018-19 /4 dated at BG-01, the 31.08.2018

Annexure -VI

(On Non-Judicial stamp paper of Rs.20)

DECLARATION

I, ---------- son of / wife of Shri----------
and proprietor / Director/ partner of M/s.----------
do hereby solemnly affirm and declare as under:

1. That I am the sole prop./partner/Director of M/s.----------has never ever been debarred and/ or blacklisted by any Dept. of Central Govt./State Govt./PSU/Public bodies/Municipalities and not having any ongoing litigation or court case pending or any other money suits also state that the bid is not submitted in the name of this firm, while being Director or partner or proprietor of such firm which is either debarred, black-listed or has entertained litigation or having on going litigation or court cases or money suits pending regarding the failure of providing call center facility contractual obligations.

2. 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 NIT conditions.

Signature of Proprietor/Partner/Director

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

Note: The signatory should not affect any variation in the text of declaration. Declaration in any other form shall not be acceptable and render the bidder for penal action as decided by Principal General manager , BGTD, Bangalore-01.

No. GNL-103 /I/2018-19 /4 dated at BG-01, the 31.08.2018

Annexure-VII (Part – A)

AGREEMENT BETWEEN A COMPANY & UPKEEPING CONTRACTOR

THIS AGREEMENT OF Up keeping and Improvement of Environment of the Premises of PRINCIPAL GENERAL MANAGER, BG TELECOM. DISTRICT, BSNL, TELEPHONE HOUSE, RAJ BHAVAN ROAD, BENGALURU AND SUBORDINATE OFFICES, made at BENGALURU on the day of 2018 BETWEEN Sri S/o Sri resident of (hereinafter called as 'Contractor' which expression shall unless repugnant to the context or meaning thereof, mean and include its successors and assigns), of the one part AND PRINCIPAL GENERAL MANAGER, BSNL, BG TELECOM. DISTRICT, BENGALURU (herein mention the name of the Company through its General Manager / Managing Director) (hereinafter called the 'Company' which expression shall unless repugnant to the context or meaning thereof mean and include, his heirs, executors, administrators, and assigns), on the other part.

WHEREAS the Company is desirous of outsourcing the work of up keeping and allied services for improvement of internal environment of the office and whereas the Contractor is engaged in such type of activities for various companies. And whereas both the parties have discussed.

NOW THEREFORE, it is agreed by both the parties as follows:

1. The Contractor shall handle and execute the up keeping and allied services in the Company's office in Bengaluru Urban **BGTD HQs & Allied Units at Telephone House & CTO Bldg** , for a period of 240 days commencing from (herein state the period) for lump sum amount of ₹. Per month/unit. Thereafter it may be renewed at the discretion of the Company on such terms and conditions as may be mutually agreed upon by the Company and the Contractor.

2. The Contractor has been shown the areas of work and different jobs for carryout all works, in addition to the description of services under Section 3 Part - A of this tender, which will include the following works :
   a. File movement work from one section to another.
   b. Despatch work through post office/courier/or in person.
   c. Maintaining file and file racks and records in the section.
   d. Operating water pump sets, motors, lifts and engine Alternator in case of power failure.
   e. Assisting officials/officers in local purchase outside and other official works.
   f. Day to Day Maintaince of office instruments like computers, racks, almirah, Xerox machines, and printers.
   g. Day to Day Maintenance Cords, batteries, power plant etc in the exge.
   h. Day to Day maintaince of glasses, water jugs, flask and storing of water in Water drums and keeping water jugs filled with drinking water whenever required.
   i. Assisting the officer in charge in general up keeping and maintenance works.
   j. Any other works assigned by the concerned officer/officials.

3. The Contractor shall ensure that all persons employed by him shall be efficient, honest and conversant with the nature of work.

4. The work contract involves important file movements and contractor is solely responsible for the safe custody and delivery of the files to the Designated officers.

5. Be it clearly understood and agreed that by this Deed no relationship of employer and employee is created between the Company and the employees engaged by the Contractor.
6. The Contractor shall provide the Up-keeping and allied Services to the Company in the areas and manner as discussed. The Contractor shall undertake and assure the Company that he will provide proper and efficient services in the predetermined schedule of time. Besides, the Contractor as will also render services and

when desired by the company even though it may not be as per schedule on charges as may be agreed to separately.

7. The Contractor shall decide the *modus operandi* as to engage men / machinery by him rendering proper and efficient services and to conform to the prescribed standard of Hygiene.

8. The Contractor, being the employer in relation to persons engaged/employed by him for providing the services under this agreement, shall alone be responsible and liable to pay wages/salaries to such persons which in any case will not be less than in accordance with the minimum wage as fixed or prescribed for the category of workers employed by him from time to time or by the State Government and/ or any authority constituted by or under any law.

9. The Contractor shall adhere to and comply with all the laws that may be applicable to him and will extend all the benefits/privileges as applicable to persons engaged/employed by him including that of Provident Fund, ESI, Workmen's Compensation Act, Bonus, Gratuity, Minimum Wages Act and Leave, etc. In case of any breach of any law, rules, notifications applicable to the employees of the Contractor engaged, the contractor alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent, representative, attorney, person(s) engaged/employed by him for discharging the obligations under this Agreement.

10. The Contractor shall provide uniforms to his employees the pattern of which will be different than that of the Company as followed for its employees and they shall wear them at all times while at work and maintain such uniforms. The Contractor shall also provide all safety items such as safety shoes, gloves, masks, etc.

11. All employees of the contractor shall be issued with identity cards bearing their photographs. Cost of identity cards & photographs for identity cards shall be borne by the Contractor. The Contractor shall have the identity card format approved from the Company.

12. The Contractor shall issue name badges to all his employees, which the employees shall wear while on duty.

13. The Contractor alone shall have the right to take disciplinary action against any person(s) engaged/employed by him; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the Company. The Company shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the contractor for any purpose whatsoever nor would the Company be liable for any claims(s) whatsoever of any person(s) of the Contractor.

14. The Contractor shall obtain appropriate licence under the Contract Labour (Regulation & Abolition) Act, 1970 and the Rules as amended up to date and shall comply with all terms & conditions thereof strictly, and shall keep such licence duly validated and/or renewed from time to time throughout the currency of this Agreement.

15. In case the Company is required to meet any liability in respect of any person(s) engaged/employed by the Contractor by virtue of their working at the premises of the Company, it would be open and lawful for the Company to deduct the amount(s) of any such liability from and out of dues payable to the Contractor.

16. The Contractor shall maintain all registers required under various Acts, which may be inspected by the Company as well as the appropriate authorities.

17. The Contractor shall be responsible for all injuries and accidents to persons, employed by him.

18. The Contractor shall be responsible for the conduct and behavior of his employees. If any employee of the Contractor is found misbehaving with the Company staff, the Contractor shall take necessary and appropriate action.

19. In the event of any loss/damage being occasioned to the Company on account of the negligence of the Contractor's employees, the Contractor shall make good the loss sustained by the Company either by replacement of the material/equipment or payment of compensation.

20. The Contractor shall not appoint any sub-contractor to carry out any obligations under the contract.

21. The Contractor shall take proper instructions from the Company for the execution of the contract at the different places and will faithfully comply with the same

22. The Contractor shall provide sufficient quantity of materials, tools, tackles and machinery for executing the work and for disposal of rubbish to the approved dumping ground; the Contractor will arrange a covered transport at his own cost.

23. The Contractor shall attend to complaints relating to up keeping received from the employees of the Company and shall devise a system whereby such complaints when brought to the notice of the Contractor will be attended promptly by him or his employees concerned.

24. The Company's Staff while leaving the premises will subject all members of staff employed by the Contractor to security check.

25. The Contractor shall be required to provide supervisory staff, so as to ensure proper control for executing the job smoothly and efficiently.

26. The Contractor shall submit his bill in respect of services rendered, by 3rd day of the month immediately following the month to which such services relate, duly certified by an authorized representative of the Company.

27. The Contractor will have to produce the Register of Wages or the Register of Wages-cum-Muster Roll of the preceding month along with the bill to be submitted on the 3rd day of every calendar month for verification, to the nominated official of the Company. The Contractor shall ensure that payment to his employees is made in the presence of an ***authorized representative*** of the Company.

28. The Contractor shall cause to provide details of recoveries made towards each of the labour engaged in respect of EPF, ESI etc for the previous month along with the paid receipt of the concerned organization to AGM (ESTB)) within ONE WEEK of remittance of EPF & ESI.

29. The monthly payment shall be made to the Contractor on the production of certificate for satisfactory completion of services provided.

30. The Contractor shall give the services on all days during the period of contracts as per the Company's requirement.

31. The Contractor's employees will make their own arrangements for food and snacks while at work at their own cost and the Company will not entertain any financial expenditure or provide any canteen facility.

32. Should the Contractor commit any breach of any of the terms and conditions hereof and/or fail/neglect to carry out any instructions issued to him by the Company from time to time, it shall be open and lawful for

the Company to terminate this Agreement forthwith without assigning any reason and can get the work done by any person(s) or through any other agency or contractor at the risk and cost of the Contractor and the contractor shall have no right to claim any compensation whatsoever on this account.

33. In the event of any dispute or difference arising out of operation of this Agreement, the same shall be referred to the sole arbitration and the sole arbitrator will be the Principal General Manager, Bengaluru Telecom. District or any officer appointed by him whose decision shall be final and binding on both the parties. The venue of the arbitration shall be jurisdiction at Bengaluru. The provisions of the Conciliation and Arbitration Act, 1996 shall apply to the arbitration.

34. In case of any new addition in the areas due to new construction after submission of the tender, prorata rates will be allowed on such additions.

35. In case any statutory increase in the wages of labour in accordance with the minimum wages notification issued by the appropriate authorities under the Minimum Wages Act from time to time after submission of the tender, the increase in rates of different areas shall be set off by the Company by giving proportionate increase in the rates.

36. All the above services and any other work of similar nature, which will be entrusted to the Contractor from time to time by the Company, are to be rendered without causing any hindrance or disturbance to any staff member of the Company working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically maintained premise.

IN WITNESS WHEREOF both the parties mentioned above append their signature in token of having accepted the above terms and conditions.

Assistant General Manager (Concerned) BGTD, BSNL , Telephone House, Rajbhavan Road, Bengaluru: 560 001.	(CONTRACTOR) (Name with Rubber Stamp)
Party of the First Part	Party of the Second Part
WITNESSES: 1. 2.	**WITNESSES**: 1. 2.

No. GNL-103 /I/2018-19 /4 dated at BG-01, the 31.08.2018

Annexure-VII (Part – B)

AGREEMENT BETWEEN A COMPANY & UPKEEP CONTRACTOR for CLEANING Activities

This agreement is made between the Assistant General Manager (Establishment), Bangalore Telecom District, Bangalore:01 on behalf of Principal General Manager ,BGTD, BG-- 560001 and the approved Tenderer,

M/s. ……

…….. Herein known as "THE CONTRACTOR" on this day of agreement (Day of Execution) for the "**UP-KEEP, CLEANING & ALLIED SERVICES FOR BGTD HQs & ALLIED UNITS (URBAN) IN BENGALURU TELECOM DISTRICT, BENGALURU IN TELEPHONE HOUSE & CTO BLDG.**

The following Terms and Conditions are also binding on the approved Tenderer.

1. The contractor has to execute the cleaning activities at Telephone House & CTO Building of BSNL, Bangalore Telecom District conforming to the Specification (Section 3 Part B) as in the Tender .
2. All other terms and conditions of the BSNL, BGTD's Tender GNL-103/I/2018-19/4 dtd. 31.08.2018 Dated at Bangalore-1 holds good.
3. This tender is valid for a period of **240 DAYS** from the date of APO or **First Work Order whichever is later.**
4. The BSNL shall be at liberty to terminate this agreement and shall not be responsible for any loss, damage etc., as a result of termination of the contract.
5. If the work is not carried out properly or any deficient service is noticed, a fine of Rs.500/- per day will be imposed subject to maximum of 20 (Twenty) days in a month.
6. In case of unsatisfactory or irregular work by the contractor, the contract will be cancelled.
7. Payment will be effected by ECS only. The contractor will prepare and submit bills in duplicate serially machine numbered and pre-receipt and submit the same to the officer concerned for arranging the payment.
8. The decision of the BSNL regarding the meanings and effects of the above provisions as well as the obligations of the contract under these provisions shall be legally binding on the Contractor.
9. All disputes / claims, whatsoever shall be within the Jurisdiction of Principal General Manager, Bengaluru Telecom District, Bengaluru- 560 001 which shall be final and irrevocable.
10. **Wages :** The wages payable to the Labourers are govern by the Minimum Wages act issued by the Ministry of Labour & Employment, New Delhi, from time to time and are subject to revision.
11. The contractor shall comply with all the statutory rules, regulations, acts connected with Employees State Insurance, Employees Provident Fund, Minimum Wages Act and other Acts.
12. For all intents and purposes the contractor shall be the "employer" within the meaning of different
    (a) Labour legislations in respect of the personnel employed & deployed.
    (b) The employees deployed by the contractor shall not have claims of any master and servant Relationships nor have any principle and agent relationship with or against the BSNL
    © The contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to the employees deployed, BSNL shall, in no way, be responsible for settlement of such disputes whatsoever.
    (d) BSNL shall not be responsible for any damages, losses, claims, financial or other injury to any employees deployed by contractor in the course of their performing functions/duties or for payment towards any compensation.
    (e) The contractor shall maintain all statutory registers under the applicable law and shall produce the same, on demand to the concerned authorities of BSNL or any other authority under law.

(f) In case ifhe contractor failed to comply with any statutory/taxation liability under appropriate law, and as a result thereof, if BSNL is put to any loss/obligation, monetary or otherwise BSNL will be entitled to get itself reimbursed out of the outstanding Bills, to the extent of the loss or obligation in monetary terms.

(g) All laws relating to the employment of labour shall be strictly adhered to by the contractor. The contractor shall make the payments to its employees and the ESI and EPF to concerned authorities as per one of the following methods:

i. If the payment to its employees is by case, contractor shall make the payment in the presence of the identified officer, before the 5th of the succeeding month or being deployed.

ii. If the payment is made through ECS, the contractor shall complete the payment through ECS by the 5th of the succeeding month and submit necessary from his Banker to the identified officer, at the time of making the payment by ECS, immediately after crediting to the Bank.

iii. If the payment is made by cheque, the service provider shall make the payment to its employees in the presence of the identified officer, before the 3rd of he succeeding month irrespective of the mode of payment opted, opted, the service provider should issue a signed salary slip/ statement on their letter head to the work force containing details such as No. of days present, wages payable, recoveries made, etc.

iv The contractor shall submit valid registration certificate issued by Central Labour Commissioner before commencement of the work.

Assistant General Manager (Concerned)
Bengaluru Telecom District
Bengaluru 560 001

(CONTRACTOR)
(Name with Rubber Stamp)

Witnesses:
1)

2)

Witnesses:
1).....

2).....

Annexure-VIII
Appendix-1 to Section 4 Part A (Standard Tender Enquiry Document)

<table>
<tr><th>S. No.</th><th>Defaults of the bidder / vendor.</th><th>Action to be taken</th></tr>
<tr><td>A</td><td>B</td><td>C</td></tr>
<tr><td rowspan="5">1(a)</td><td>Submitting fake / forged</td><td rowspan="4">i) Rejection of tender bid of respective Vendor.
ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.</td></tr>
<tr><td>a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;</td></tr>
<tr><td>b) Certificate for claiming exemption in respect of tender fee and/ or EMD;</td></tr>
<tr><td>and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.</td></tr>
<tr><td colspan="2">Note 1:- However, in this case the performance guarantee if alright will not be forfeited.</td></tr>
<tr><td colspan="2">Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.</td></tr>
<tr><td rowspan="3">1(b)</td><td>Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :</td><td></td></tr>
<tr><td>(i) If detection of default is prior to award of APO</td><td>i) Rejection of Bid &
ii) Forfeiture of EMD.</td></tr>
<tr><td>(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)</td><td>i) Cancellation of APO ,
ii) Rejection of Bid &
iii) Forfeiture of EMD.</td></tr>
</table>

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking '**Set off**' clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	(a) for amount already paid by BSNL .	
	(b) for Quantity in excess of that supplied by Vendor to BSNL.	
	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	i) Termination of PO/ WO**.** ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.
	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
7 con-td.	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.	iv) Legal action will be initiated by BSNL against the Vendor if required.
	c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. (continues to page 67)

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
8 con-td.		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) inspite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
10 con-td.		iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) inspite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	
	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.		

No. GNL-103 /I/2018-19 /4 dated at BG-01, the 31.08.2018

Check List of Documents to be submitted

Sl No.	Documents	Submitted/ Not Submitted
1	Cost of the Tender Document (Scanned of DD to be enclosed.)	
2	Bid Security (EMD) (Scanned of DD to be enclosed.)	
3	Bid Form in Section 9 Part-A duly filled up and signed.	
4	NO Modification Certificate	
5	Tender Document uploaded with digital signature.	
6	Copy of Firm Registration Certificate	
7	Copy of Experience Certificate as per Eligibility Conditions.	
8	P/L Statement for year 2015-16 & 2016-17 & 2017-18	
9	Copy of Income Tax returns for Assessment years 2015-16 & 2016-17 & 2017-18	
10	Copy of Certificate of Incorporation / Firm Registration Certificate	
11	Copy of Memorandum, of Articles and Association OR Partnership Deed OR **Proprietorship Deed** as the case may be	
12	Power of Attorney attested by Notary Public or Registered with Sub Registrar in favour of the signatory signing the offer and documents.	
13	Copy of Board Resolution, authorizing a person for Executing power attorney in the name of person, who is signing the bid document. (In case of Company / Institution / Body Corporate)	
14	Copy of a List of all Board of Directors of the company (In Case of Limited Company)	
15	Copy of PAN CARD	
16	Copy of GST Certificate	
17	Near Relationship Certificate as per format available in Section 6 B (In case of Proprietorship firm Certificate to be given by the Proprietor, For Partnership firm, certificate to be given by all Partners and in case of Limited Company , Certificate to be given by all Directors of the Company.	
18	Duly filled Bidder"s / Tenderer"s Profile as per Section 8	
19	Declaration that the firm is not blacklisted as per Annexure 1	
20	Declaration for having read and understood the Terms & Conditions. (6A)	
21	No Relative Certificate	
22	Vender creation form in case does not have BSNL Vender Code	

All the above documents have to be scanned and uploaded in the portal pl.