



Bharat Sanchar Nigam Limited
(A Govt. Of India Enterprise)
Office Of the General Manager Telecom District
Dhenkanal -759001

**TENDER FOR HOUSE KEEPING SERVICES AND
CARE TAKER SERVICES FOR INSPECTION
QUARTERS IN THE DHENKANAL TELECOM DISTRICT**

FOR THE YEAR 2012-13

(Technical Bid)

Tender No G-10 /2012-13/47

Date : 17.07.2012

Date of Issue : 19.07.2012

Tender available from : SDE (General) , O/o GMTD, Dhenkanal.

Last date of submission : 13.00 Hrs of 09.08.2012

Date of Opening : 16.00 Hrs of 09.08.2012

Issued By : SDE (General) , O/o GMTD, Dhenkanal.

Issued to Sri./ Smt.....

Address

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Table of Contents

S.No.	Details	Page
	Technical Bid	
Section – I		
	1. Notice Inviting Tender	1
	2. Scope of Work	2
	3. Instruction to Bidders	3-12
Section – II		
	1. General (Commercial) Conditions of Contract	13-15
	2. Special Conditions of Contract	15-16
Section – III		
	I. Bid Form	17
	II Performance of Security Bond Form	18-19
	III Authorization Letter for attending Bid opening	20
	IV Certificate – (Non participation of near relative)	21
	V Bid Security Form	22
	VI Agreement form	23-24
	VII Agency Details	25
Section-IV (Financial Bid)		
	Financial Bid	26
	Rate Sheet (PRICE SCHEDULE) FORM-I	27
Section – V		
	Schedule of Rate	28

Section - I



BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)
O/o GMTD, Dhenkanal, BSNL, Dhenkanal
Telephone Bhawan, Dakhinakali Road
Dhenkanal -759001

Tender No G-10 /2012-13/47

Date : 17.07.2012

Notice Inviting Tender

Sealed tenders in prescribed form are invited by the GMTD, BSNL; Dhenkanal from the Bonafide registered, reputed & experienced contractors for the following items as per specification of tender paper.

01.	Name of work	:	Tender for provision of House Keeping and Care Taker services
02.	Tentative cost of tender	:	Rs 4,50,000/-
03.	Cost of Bid document (Non refundable)	:	Rs 563/-
04.	E.M.D.	:	Rs 11250/- (Refundable after submission of SD)
05.	Security Deposit	:	10 % of the Contract Value
06.	Mode of deposit for both Tender Paper and EMD.	:	D.D drawn in favour of Accounts Officer (Cash), BSNL, O/o. G.M.T.D., Dhenkanal payable at Dhenkanal.
07.	Tender papers can be had from	:	SDE (General & IT), 2 nd Floor , Room No -209 O/o. G.M.T.D., Dhenkanal
08.	Period of issue of Bid documents	:	All working days between 11.00 hours to 16.00 From 19.07.2012 to 08.08.2012
09.	Time and Last date of submission of bid document	:	Up to 13.00 hours of 09.08.2012
10.	Time and date of opening of bid document	:	At 16.00 Hrs of Dt. 09.08.2012 If the date is declared as holiday the opening date will automatically extended to next working day.
11.	Rejection of Tender	:	Unsealed, late receipt, incomplete tender, ambiguous and conditional tender will be rejected
12.	Down loaded Tender form	:	If tender document is used as Down loaded from website, then the bidder must submit the D.D of Rs 563/- as cost of tender document inside first cover (Technical Bid).

Note :- The G.M.T.D.,BSNL, Dhenkanal reserves the right to accept or reject any or all the tenders without assigning any reason what so ever and is not bound to accept the lowest tender. For more details please visit us our website: - www.orissa.bsnl.co.in

AGM (HR & Admn)
O/o GMTD Dhenkanal

(2). Scope of Work

1. Quantum of work:-

Bharat Sanchar Nigam Limited (BSNL), a Govt of India Enterprise intends to appoint reputed agency for providing House keeping and caretaker services at the following locations:

Sl No	Name of the office/ Telephone exch/other premises	Approximate carpet area (in Square feet) To be cleaned and swepted daily	Approximate open area (in Square feet) To be swepted daily	No of sweepers / cleaners to be provided by the contractor to BSNL DKL on monthly basis for cleaning & sweeping of whole building's carpet area including cleaning of all toilets with required materials, only sweeping of open area and Garden Maintenance with 9 (nine) hours daily duty by each sweeper / cleaner.	No of unskilled labourers to be provided by the contractor to BSNL ,Dhenkanal on monthly basis for care taker works in IQ for 9 (Nine) hours duty daily except on rest days by each unskilled labourer.	Designation of the Site Engineers	Designation of the Engineer-In-Charges
A	B	C	D	E	F	G	H
1	Administrative office building of O/o GMTD,BSNL, Dhenkanal with 4 (four) floors alongwith all toilets on all 4 floors , adjoining front, back, left and right side open areas and inspection quarter.	25160 (Cleaning & Sweeping)	10000 (Sweeping only)	03 (Three) for the work of Cleaning & sweeping of all carpet areas of all 4 floors including of IQ & Conference room within BSNL Bhawan , sweeping of open area of approximately 10000 Sq ft and garden maintenance daily in a month on all working days.	01 (one)	SDE (General) O/o GMTD, BSNL Dhenkanal	AGM (HR&Admn) O/o GMTD, BSNL Dhenkanal
2	Nalconagar Inspection quarters.	Nil	Nil	Nil	01 (One)	SDE (Internal) BSNL Nalconagar	AGM (NW.OP-CFA) BSNL Nalconagar
Total		25160	10,000	03 (three)	02 (Two)		

2. Services:-

2.1 The details of works : -

2.1.1 The House keeping services cover the entire cleaning and sweeping of all carpet area of O/o GMTD, Dhenkanal building including I/Q & conference hall. The scope of work in detail includes:-

- Vacuum cleaning/sweeping and mopping of all floors daily/ as and when required during the day.
- Removal of garbage/ packing material from all the rooms/ halls /pantries/ staircases daily.
- Removal of cobwebs.
- Cleaning of pantries/toilets/ washbasins thrice a day (with detergent).
- Cleaning of Windows/doors/ balconies/roof once in a week/as and when required.
- Cleaning of dustbins, and buckets with detergent at least once a week and as and when required during the week.
- Polishing of floors at least once a month/as and when required.
- Washing the floors with detergent once a week.
- Cleaning of carpet, sofa sets and curtains with vacuum cleaner once in a week.
- Proper cleaning of brass doors knobs and name plates with brassoo – once in a week
- Maintenance of Garden around BSNL Bhawan Complex including colony.

2.1.2 : The caretaker services for inspection quarters cover the entire upkeep of all suits / room of IQ , Balconies , drawing hall of IQ , Dinning room of IQ. The scope of work included : -

- (i) The upkeep of all rooms / suites / dinning hall , drawing hall of IQ
- (ii) The change of pillow covers and bed sheets of rooms / suits of IQ of the occupants of the suits / rooms whenever they leaves the suits / rooms.
- (iii) The upkeep of toilets & bathroom of IQ
- (iv) Cooking and serving of breakfast and lunch to occupants of suits/rooms of IQ
- (v) The upkeep of all crockeries and utensils of IQ in clean condition.
- (vi) To ensure proper entries by the Occupants in the IQ register and handover money to SDE (General) for Dhenkanal IQ and to SDE (OCB TAX) for Nalconagar IQ.
- (vii) Removal of garbage and cobwebs from all rooms / dinning room / drawing room of IQ on daily basis except on rest day of caretaker.
- (viii) Cleaning of washbasins , buckets and dustbins of IQ
- (ix) All other unforeseen works as required to be carried –out by the caretaker.

2.2 Toileteries and other cleaning materials to be provided should be of high quality and branded one.

3. Period of Contract:-

The contract will be initially for a period of one year and is extendable for a further maximum period of six months on mutual agreement on the tender's terms and conditions.

(3). Instructions to Bidders

1. **Eligibility Conditions:-** The bidder should submit the self attested photocopies of the following documents alongwith the technical bid inside the first cover :-

- (a) Registered Office or one of the branch office of the bidder should be located within any place of Dhenkanal or Angul revenue district. The proof for this should be submitted in first cover (Technical bid).
- (b) The bidder must be in possession of requisite valid labour license as required under the laws of land. A copy should be enclosed in proof of the same.
- (c) The bidder should have experience of minimum period of two years (during last 8 years ending on 31.7.2012) for similar type of contract of providing house keeping services to any Central / State Govt. Organization or to any public sector (central/state) undertakings.
- (d) The bidder should have PAN/VAT/Service Tax Registration. Relevant copy should be enclosed as a proof of the same.
- (e) The bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts. Relevant valid copy of ESI and EPF Registration certificates should be enclosed.
- (f) The bidder should have a minimum financial turn over of Rs.1 (One lakh) per annum during last two financial years.
- (g) The bidder must enclose the EMD of Rs. 11250/- in the form of DD in favour of AO(Cash), BSNL, O/o GMTD, Dhenkanal payable at Dhenkanal with the Technical Bid.
- (h) The copy of Partnership Deed or proprietorship deed or Articles/Memorandum of Association as the case may be.

2. Cost of Bidding

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

3. Bid Document

3.1 Bid document includes

- a. *Notice Inviting Tender
- b. *Instruction to bidders
- c. *General (Commercial) condition of the contract
- d. *Special conditions of contract if any
- e. *Bid form
- f. EMD form
- g. Performance Security Bond Form
- h. Documents in the support of eligibility condition as per 1(a) to (f)
- i. Certificate/undertaking of non-participation of near/close relative of BSNL employees(If there are more than one Owner/Directors, Separate certificate from each is required).
*Each page should be duly signed & stamped by authorised signatory.

3.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all the information required as per Bid Documents or submission of the 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.

3.3 A prospective bidder requiring any clarification on the Bid document shall notify BSNL in writing. BSNL shall respond in writing to any request for the clarification of bid document, which it receives not later than 3 days prior to the date of opening of Tender.

3.4 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.

3.5 **“Site Engineer”** :- The concerned SDEs of this Telecom District is designated as “Site Engineer”. The contractor will provide the requisite number of unskilled labourers on daily basis in a month as mentioned against each SDE under column –G in page No-2 under heading “Quantum of work” with the maximum permissible number of working days during each month for each and every unskilled labourer as 26(Twenty six) only and as per all other different tender's terms-conditions. The details of different “site engineers” are described in column –G in page No-2 of technical bid.

3.6 **“Engineer In-charge”** :- The controlling Asst. General Manager of respective Site Engineer of this Telecom District is designated as the “Engineer In-charge” of respective “Site Engineer” as mentioned in the column –H in page No-2 of this tender.

4. AMENDMENT TO BID DOCUMENT

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

5. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise the following components

- a. Documentary evidence established in accordance with sub-clause-1 of clause -3 on page-3 under heading “Eligibility conditions” that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- b. EMD furnished is in accordance with Clause 8(Page 5)
- c. Bid Form and price schedule completed in accordance with Clause.6 (Page 4)
- d. Partnership Deed or proprietorship deed or Articles/Memorandum of Association as the case may be.
- e. The bidder shall furnish the particulars of his past performance with PSUs/Government agencies.
- f. Non-participation of any close relative as per Section III in form IV
- g. A clause by clause compliance as per Sub clause 9.3 (Page 6)
- h. Proof of financial health of the bidder duly certified by the Chartered Accountant.

6. BID FORM

The bidder shall complete the Bid Form as per Form – I of Section III and the appropriate Rate Sheet (Form-I of Section IV) furnished in the bid document covering the services to be rendered.

7. PRICE BID OR FINANCIAL BID.

- (i) The bidder shall quote in rate sheet (price schedule) the percentage of contractor’s (Employer’s) profit in figures and words both as per Form I of Section IV which will be applicable for column No-3 against SI No-4 of section-V
- (ii) A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- (iii) Discount or extra charge, if any, mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.
- iv) Prices charged by the contractor services performed under the contract shall not be higher than the prices quoted by the contractor in his bid.
- v) No revision of price will be permissible on account of revision of necessary items /any in-puts for the cost of required materials etc. except the cost of unskilled labourers which will be strictly governed as per daily wages rate of unskilled labourers as decided by Dy. CLC (Central) , Bhubaneswar on each 1st April and 1st October of each calendar year.No escalation except monthly wages of unskilled labourer during the period of contract would be allowed on any account. If any unskilled labourer remains absent on any working day, then his wages for those days will be deducted. The maximum permissible working days in a calendar month by any unskilled labourer will be 26(twenty six) days and no unskilled labourers must be supplied by the contractor to the concerned site engineer for more than 6(six) consecutive days.

8. **EARNEST MONEY DEPOSIT (EMD)**

8.1 The bidder shall furnish, as part of his bid a bid security in favour of “AO (Cash) , BSNL , Dhenkanal “ in the form of D.D or Bank Guarantee for an amount of Rs 11250/- issued by Scheduled Bank in India and should be valid for a period of 180 Days from the date of tender opening.

8.2 The bid security or EMD is required to protect the BSNL Dhenkanal against the risk of bidder’s conduct, which would warrant the security’s forfeiture, pursuant to **Sub-clause 8.6. of clause 8 of section –I.**

8.3 **A bid not secured in accordance with Para 8.1 & 8.2 shall be rejected by the BSNL as non-responsive at the bid opening stage and returned to the bidder without opening financial bid.**

8.4 The bid security or EMD 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 the bid validity prescribed by the BSNL, Dhenkanal.

8.5 The successful bidder’s bid security will be discharged upon the bidder’s acceptance of the Letter of Intent satisfactorily in accordance with clause **18(page-8)** and furnishing the performance security @ 10% of the estimated cost of tender.

8.6 **The bid security may be forfeited:**

(a) **If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form; OR**

(b) **In the case of successful bidder, if the bidder**

i. **Fails to sign the contract in accordance with clause 20 Of "INSTRUCTION TO BIDDERS' UNDER Section I; OR**

ii. **Fails to furnish performance security in accordance with clause 2 of "General Conditions of Contract" Section II; OR**

iii. **Fails or refuses to honour his own quoted price for House keeping service and caretaker services or part thereof.**

(c) In both the above cases i.e. 8.6 (a) & (b), the bidder will not be eligible to participate in the tender for one year from the date of issue of Letter of intent. The bidder will not approach the court against the decision of BSNL Dhenkanal in this regard.

9. **FORMAT AND SIGNING OF BID**

9.1 The original bid and all copies of bid shall be typed or printed and all the pages numbered consecutively, shall be signed by the Bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power of attorney accompanying the bid. All pages of the original bid, except for unamended printed literatures, shall be signed by the person or persons signing the bid.

9.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case the person or persons signing the Bid shall initial such corrections.

9.3 A clause by clause compliance of services to be provided shall be given for all the clauses stipulated in **Section I, II, III, IV and V** of the tender document. In case of deviation a statement of deviation shall be given separately.

10. Preparation & Submission of bid.

The bids should be **prepared in two covers**. The first cover superscribed as “**Technical Bid**” shall contain documents establishing bidder’s eligibility as per the eligibility conditions mentioned under sub – clause 1 (a) to (f) of clause -3 under heading “ Instruction to bidders “ provision made in the tender and a certificate on relatives not working in BSNL as per form - IV of Section- III along with EMD (BID Security). A Draft of Rs. **563/-** is to be enclosed along with technical Bid towards the cost of tender paper if downloaded from website. The **second cover superscribed as “Financial Bid”** shall contain the rates quoted by the contractor for each item shown in the financial bid. Both the covers of “**Technical Bid**” and “**Financial Bid**” should be sealed separately by the personal seal of the bidder and placed in a **Third outer cover** superscribed “ **Tender for house keeping services and care taker services for inspection quarters in the Dhenkanal telecom district** “. Address of sender must be written on the left side of all covers.

- i) The bids should be submitted duly sealed and addressed to , AGM (HR&Admn) O/o GMTD Dhenkanal , 1st Floor , BSNL Bldg, Dakshinakali Road, Dhenkanal and delivered in person in specified tender box on or before the due date & time.
- ii) Tender can be submitted through registered post or courier service well before the due date in the aforesaid address also. Any bid received after the dead line of submission shall be rejected and returned to the bidder unopened.

11 SUBMISSION OF BIDS:

11.1 The bids must be received by the Purchaser or BSNL at the address specified under para 10 of instructions to the bidders not later than **13.00 hours of 09.08.2012**

11.2 BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Document in accordance with clause 3.4.

11.3 Not more than one independent and complete offer shall be permitted from the bidder.

12 Late Bids :

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to **clause 11** shall be rejected and returned unopened to the bidder.

13 Modification and Withdrawal of Bids

13.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.

13.2 The bidder’s modification or withdrawal notice shall be prepared sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of **clause 11**. A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy by post not later than the deadline for submission of bids.

13.3 Subject to clause 15 of instructions to bidders, no bid shall be modified subsequent to the deadline for submission of bids.

BID OPENING AND EVALUATION:

14 Opening of Bids by Purchaser:

14.1 The bid shall be opened by the Officers designated by GMTD BSNL, Dhenkanal in the presence of the bidder's or their authorized representative (Maximum of two representative of any bidder) on the date in the chamber of **AGM (HR & Admn) , O/o GMTD, BSNL , Dhenkanal.**

14.2 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

14.3 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to Bid-opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender conditions if any.

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

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

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

15 Clarification on Bids :

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

16 Preliminary Evaluation:

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

16.2 Prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document for purpose of these clauses. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. The BNSL determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as substantially non responsive will be rejected by BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

16.3 BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

17 EVALUATION

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

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

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

17.4 The bids shall be evaluated on bidder's profit percentage basis received in FORM-I (Rate Sheet (Price schedule) under section-IV for all the works mention under Sub-clause No – 1 of Clause -2 under heading "Quantum of work" under Scope of work. The material costs will be paid extra as per **note -3 of Section-V.**

18. AWARD OF CONTRACT

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

19 RIGHT TO VARY QUANTITIES

BSNL reserves the right at the time of award of contract to increase or decrease upto 25% of the tendered area of services specified in the quantum of work without any change in hiring charges of the offered area and other terms and conditions. However as stated clause 1.1 of Section I BSNL shall place order as per the actual requirements only from time to time.

20 SIGNING OF CONTRACT

- 20.1 Signing of Agreement shall construe the award of house keeping and caretaker services contract on the bidder.
- 20.2 Upon the successful bidder furnishing the Performance Security in pursuant to clause 2.1 of Section II(Page-12), the BSNL shall discharge the EMD in pursuant to Para.8 Section I(Page-5)
- 20.3 The GMTD , BSNL , Dhenkanal reserve the right to terminate the agreement and tender during validity period of the contract without any compensation to the contractor and without assigning any reasons by one month notice.
- 20.4 The GMTD, BSNL, Dhenkanal reserves the right to extend the contract for further period of 6 (Six) months with mutual consent of contractor.

21 ANNULMENT OF AWARD

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

22. PERIOD OF VALIDITY OF BIDS

- (i) The bid shall remain valid for 150 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.
- (ii) A bidder accepting the request of BSNL for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

23. The Contractors should follow all labour laws including minimum wages Act – 1948 , ESI Act – 1948 and EPF & Misc Provisions Act – 1952. The contractor to follow all labour laws should ensure to maintain the following :-

1. (i) LABOUR RECORDS:-

- a) The contractor shall maintain a Register of Persons employed on work on contract in Form XIII of the Contract Labour (R&A) Cental Rules 1971.
- b) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under contract in Form XVI of the CL (R&A) Rules 1971.
- c) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in form XVII of the CL (R&A) Rules 1971.
- d) Register of accidents - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars :
- e) Full particulars of the labourers who met with accident.
- f) Rate of Wages.
- g) Sex
- h) Age
- i) Nature of accident and cause of accident
- j) Time and date of accident
- k) Date and time when admitted in hospital
- l) Date of discharge from the hospital
- m) Period of treatment and result of treatment
- n) Percentage of loss of earning capacity and disability as assessed by Medical Officer.

- o) Claim required to be paid under Workmen's Compensation Act.
 - p) Date of payment of compensation.
 - q) Amount paid with details of the person to whom the same was paid.
 - r) Authority by whom the compensation was assessed
- (ii) **ATTENDANCE CARD-CUM WAGE SLIP:-**
 - a) The contractor shall issue an Attendance card cum wage slip to each workman employed by him.
 - b) The card shall be valid for each wage period.
 - c) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
 - d) The card shall remain in possession of the worker during the wage period under reference.
 - e) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
 - f) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.
- (iii) **EMPLOYMENT CARD:-**

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

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

The labour records and records of Fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them in the custody of site incharge of BSNL and shall be made available by the site incharge for inspection by the Engineer-in-charge or Labour Officer or any other officers authorised by the CMD, BSNL, Corporate Office, New Delhi in this behalf.
- (vi) **POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY:-**

The labour officer or any person authorised by the Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor in regard to such provision.
- (vii) **REPORT OF INVESTIGATING OFFICER AND ACTION THEREON:-**

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

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Central Government on his behalf.
- (ix) **SUBMISSION OF RETURNS**

The contractor shall submit periodical returns as may be specified from time to time.
- (x) **AMENDMENTS:-**

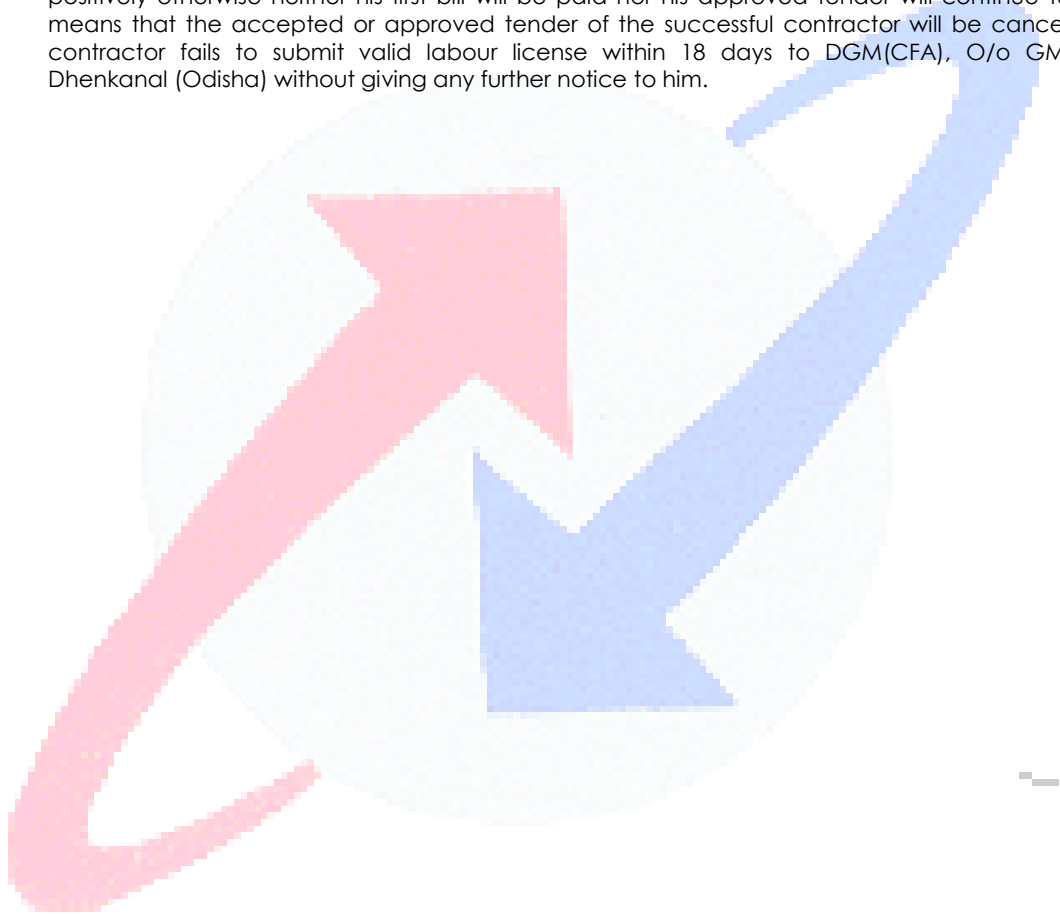
The Central Government may from time to time add to or amend the labour laws regulations and on any question as to the application/interpretation or effect of those regulations.

- 2 The Contractor will be bound by all the aspects and legal issues relating to all the labour laws.
- 3 The contractor shall be required to have registration in EPF department and they should fulfill / comply all the provisions of EPF and Misc. Provisions of Act 1952 and Employees Scheme 1952.
- 4 Each claim bill of contractors must accompany the following documents:-
- a) list showing the details of labourers/employees engaged,
 - b) Details for duration of their engagement,
 - c) Documentary proof for the amount of wages paid to such labourers/employees for the duration in question, through cheque only and not in cash in any case at all as per rates applicable during respective month as per minimum wage act, 1948
 - d) Documentary proof for amount of EPF contributions (both employer's contribution and employee's contribution) for the duration of engagement in question, paid to the EPF authorities,
 - e) copies of authenticated documents of payments of such contribution to EPF authorities
 - f) Documentary proof for amount of ESI Premium (both employer's shares @ 4.75% and employee's share @ 1.75%) for the duration of engagement in question for each labourer paid to ESI authorities.
 - g) a declaration from the contractors regarding compliance of the conditions of the EPF and Misc. Provisions Act, 1952.
 - h) Copies of wage slips issued by the contractor to his concerned employees or labourers as per rule 26(2) of minimum wages act, 1948
 - i) Copies of cheques issued by contractor to each employees or labourers for concerned month
 - j) Copy of muster roll
 - k) Copy of register of wages
 - l) Copy of register of overtime
 - m) Copy of register of fines
 - n) Copy of register of deduction for damage or loss
- The payment through cheque to each employee (labourer) must be made by employer (contractor) on or before 07th (seventh) of each month for the work done by his employee (labourer) during preceding month. No payment through cheque by the contractor (employer) to its employees (labourers) will be acceptable if paid after 7th (seventh) of the month for the work done by his employee during the preceding month as because it is mandatory as per minimum wages act, 1948.
- 5 The contractor shall comply with all provisions of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour Rules 1971 as amended from time to time. Contractor shall register themselves after receipt of letter of acceptance of the tender with concerned licensing authority as per Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour Rules 1971 as amended from time to time as applicable, and shall commence the actual work only after receipt of labour license from concerned licensing authority under the provision of the Contract Labour (Regulation and Abolition) Act 1970 and Labour Rules 1971 as amended from time to time and continue to have valid labour license until completion of work.
- 6 The contractor will ensure compliance of Employees Provident Fund & Misc. provisions Act. 1952 & Employees Provident Fund Scheme 1952 in respect of labourers/ employees engaged by him for performing the works of BSNL, Dhenkanal
7. The contractor or employer must display the following notice at the main entrance of the establishment and its office as per rule No 22 of minimum wages act 1948.
- (a) Notice containing minimum rates of wages fixed (in English & Hindi) applicable during that particular month.
 - (b) Notice containing abstract from the from the minimum wages act 1948 & rules made there under (in Hindi & English) during that month.
 - (c) Name and address of the Labour Inspector (LEO) (in Hindi & English)
- 8 The contractor or employer must maintain the following registers and records without fail since these are required as per minimum wages Act 1948.
- (a) The muster roll in form V must be kept and maintained properly at work spot as prescribed in rule 26(5) of minimum wages act, 1948.
 - (b) The Register of wages in form X must be kept and maintained properly at work spot as prescribed in Rule- 26(1) of minimum wages act, 1948.
 - (c) The register of overtime in form IV must be kept and maintained properly at work spot as prescribed in Rule 25(2) of minimum wages act 1948.
 - (d) The Register of fines in form-I must be kept at work spot and maintained properly as prescribed Rule- 21(4) of minimum wages act, 1948.
 - (e) The register of deductions for damage or loss in form -II must be kept

at work spot and maintained properly as prescribed in Rule- 21(4) of minimum wages act, 1948.

- (f) The wage slips must be issued by the contractor or employer as per Rule 26(2) to all labourers or employees on the last day of each month without fail with contractor's signature and the signature of concerned employee should be taken on each wages slip as an acknowledgement of the concerned employee.
- (g) Acquaintance of employee's must be obtained on wage register and on wage slips as per Rule 26(3) of minimum wages act, 1948.
- (h) Entries in the wage register and wage slips must be authenticated as per Rule 26(4) of minimum wages act, 1948.
- (i) Annual return in form- III for the concerned year must be submitted by the contractor in time to the concerned office of the ministry of labour as required under minimum wages act, 1948.

- 9 The contractor must obtain the required labour license from concerned office of the ministry of labour within 15 days from the date of receipt of from-V from DGM(CFA), O/o GMTD, Dhenkanal (Odisha) and submit the copy of the same to the DGM(CFA), O/o GMTD, Dhenkanal(Odisha) after next 3days positively otherwise neither his first bill will be paid nor his approved tender will continue further. This means that the accepted or approved tender of the successful contractor will be cancelled if the contractor fails to submit valid labour license within 18 days to DGM(CFA), O/o GMTD, BSNL, Dhenkanal (Odisha) without giving any further notice to him.



Section II.

I. GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

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

2. PERFORMANCE SECURITY

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

2.2 Performance Security shall be submitted in the form of Bank Guarantee or DD issued by a scheduled Bank in favour of AO(Cash), BSNL, O/o GMTD, Dhenkanal and the proforma is provided at Form II of Section III of the bid document.

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

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

3. EXECUTION TIME LIMIT

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

4. PAYMENT TERMS

- (i) Payment is released through crossed cheque on monthly basis against bills.
- (ii) Income Tax shall be deducted against bills submitted.

5. PRICES

5.1 prices charged by the contractor for the services performed under the contract shall not be higher than the prices quoted by the contractor in his bid

5.2 In the case of reduction of Statutory Levies/Taxes during the finalization period of tender, the BSNL reserves the right to ask for reduction in the prices.

5.3 Penalty

The work must be executed as stipulated in the work description given in Scope of Work, failing which a penalty @ 2% of payment due for the month will be deducted for each day of unsatisfactory work, subject to a maximum penalty of 10% in a month. The Decision of BSNL for imposition of penalty shall be final and binding. If non-execution of desired works are observed repeatedly (more than 5 times) the action for rescinding the contract will be initiated by BSNL.

6. TERMINATION OF CONTRACT

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

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

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

6.2 BSNL may without prejudice, to other rights under law or the contract provided done at the risk and cost of the contractor, in above circumstances.

7. TERMINATION FOR INSOLVENCY

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

8. FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions. Strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

9. ARBITRATION

In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the CGMT. Odisha Telecom Circle, Bhubaneswar. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the CGMT. Odisha Telecom Circle, Bhubaneswar., or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the CGMT. Odisha Telecom Circle, Bhubaneswar. or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGMT. Odisha Telecom Circle, Bhubaneswar or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitration proceeding shall be the Office of CGMT. Odisha Telecom Circle, Bhubaneswar or such other places as the arbitrator may decide

10. SET OFF

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by contractor with BSNL.

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

The near relatives for this purpose are defined as:

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

The format of the certificate is given at Form IV of Section III.

II SPECIAL CONDITIONS OF CONTRACT

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

2. In case the date fixed for opening of bids is subsequently declared as holiday by the BSNL, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

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

4. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

5. In any dispute arises out or in relation to this contract between BSNL and the contractor the same shall be settled amicably first through conciliation failing which the said dispute shall be referred to CGMT. Odisha Telecom Circle , Bhubaneswar and in case the said CGMT. Odisha Telecom Circle , Bhubaneswar unable to arbitrate the dispute due to pre occupancy or emergency, any legal or financial implication would rest with the contractor.

6. The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be

breach of this contract. BSNL may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

(a) All wages allied benefits such as leave, ESI, EPF, Gratuity , Bonus etc, shall be paid by the contractor and BSNL shall not incur any liability or additional expenditure whatsoever for personnel deployed.

(b) It is mandatory that the employees must be paid by the contractor (S) through cheques only.

7. No sub-contracting is permissible by BSNL.

8. The contractor shall assign the job of providing house keeping service and caretaker services only to qualified experienced licensed workers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while performing duties. BSNL shall have no direct or indirect liability arising out of such negligent, careless work which is an offence under relevant section under IPC and any loss caused to BSNL have to be compensated by contractor.

9. The contractor shall also ensure effective supervision of the House keeping services and caretaker services for efficient services in all the locations.

10. The contractor would ensure healthy industrial relations with his staff and settle workers grievances without disruption of the House keeping services and caretaker services.

11. The contractor shall issue name badges to all its representatives and ensure that they wear them while on duty. Contractor shall issue to all its workers , Identity cards bearing their photographs . This shall be ensured by the contractor, without any extra cost to BSNL.

12. BSNL reserves right to offer counter offer price(s) against price(s) quoted by the Bidder.

13. The contractor shall be liable for any legal dispute/case/claims that have arisen or may arise during the currency of the contract.

14. The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.

15. Notwithstanding anything contained in the Bid document, the successful bidder shall have to furnish an unequivocal and unqualified undertaking/declaration to indemnify BSNL at the time of signing of agreement..

Section III

FORM – I

BID FORM

Tender No G-10 /2012-13/47

Date : 17.07.2012

A: (Name & Address of the Purchaser)

Dear Sir,

- 1 We, undersigned, offer to provide House Keeping Services and caretaker services in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2 We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
- 3 If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for an amount equal to 10% of the contract sum for the due performance of the Contract.
- 4 We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 5 Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 6 Bid submitted by us is properly sealed and prepared so as to prevent any subsequent and replacement we have submitted EMD of Rs. 11250/- in the form of D.D/B.G(D.D drawn in favour of A.O.(Cash),BSNL, Dhenkanal) in the prescribed proforma along with the Bid.
- 7 We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this Day of2012

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness.....

Address.....

Signature

PERFORMANCE SECURITY BOND FORM

1. In consideration of Bharat Sanchar Nigam Limited, Dhenkanal (here in after called the BSNL, Dhenkanal) having agreed to exempt _____ (here in after called the said contractor(s) from the demand of security deposit/earnest money of Rs. _____ on production of Bank Guarantee for Rs. _____ for the due fulfilment by the said contractors of the terms & conditions to be contained in an Agreement dated _____ and Tender document no. G-10/2012-13/47 (herein after referred to as Agreement) in connection with the contract for supply of labourer & materials for house keeping & caretaker services.

_____, we, (name of the bank) _____ (hereinafter referred to as “the Bank”) at the request of _____ (Contractor (s) do hereby undertake to pay to the BSNL, Dhenkanal an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL, Dhenkanal represented by GMTD , BSNL, Dhenkanal by reason of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement.

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

3. We undertake to pay to the BSNL, Dhenkanal any money so demanded not with standing any disputes raised by the contractor(s)/supplier (s) in any suit or proceeding pending before any court of tribunal relating there to our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect initially for a period of one year from the date of acceptance and further agree to extend the same from time to time (one year at each time). It shall continue to be enforceable till all the dues of the BSNL, Dhenkanal under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL, Dhenkanal certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of ONE YEAR from the date hereof, we shall be discharged from all liabilities under this guarantee there after.

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

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/supplier(s)

7. We (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent.

This guarantee is valid from _____ to _____

Dated _____

For _____

(Indicating the name of the bank)

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

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

**The Assistant General Manager (HR & Admn.)
O/o GMTD, BSNL Dhenkanal ,
Telephone Bhawan , Dakhinakali Road ,
Dhenkanal -759001**

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

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

Order of Preference	Name	Specimen Signatures
I.		
II.		
Alternate Representative		
Signatures of bidder or Officer authorized to sign the bid Documents on behalf of the bidder.		

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

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

FORM - IV

(Certificate on Non Participation of near Relatives in the tender called for House Keeping Services and caretaker services for the BSNL Dhenkanal vide No G-10 /2012-13/47,Date :17.07.2012

CERTIFICATE

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

Signed _____

For and on behalf of the Agency

Name (caps) _____

Position _____

Date _____

FORM – V

BID SECURITY FORM

Tender No G-10 /2012-13/47

Date : 17.07.2012

To

**The Assistant General Manager (HR & Admn.)
O/o GMTD, BSNL Dhenkanal ,
Telephone Bhawan , Dakhinakali Road ,
Dhenkanal -759001**

Whereas.....(Hereinafter called “the bidder”) has submitted its bid dated.....For service of Housekeeping and caretaker service vide Tender No. G-10 /2012-13/47,Date :17.07.2012.KNOW ALL MEN by these presents that WE..... of having our registered office at (Hereinafter called ‘the Bank’) are bound unto BSNL in the sum of Rs.....for which payment will and truly to be made of the BSNL.,the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

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

We undertake to pay the BSNL up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand. BSNL will not that the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clause 3.8 Sec I of the Bid document up to 180 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness
Address of witness

Signature of the Bank Authority

Name
Signed in capacity of
Full address of Branch
Tel No. of Branch
Fax No. of Branch

FORM – VI
AGREEMENT FORM

This agreement is made on this Day
_____ between M/S

(herein after called the contractor whose term
includes its successors and assignees) whose registered office is at
_____ and is registered under
_____ and acting through its authorized self. The Agreement is
valid from _____

AND

Between General Manager at GMTD Office at Dhenkanal.

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. To abide by the GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT as per Section – II (**clause 1 to clause 11**)
2. To abide by the SPECIAL CONDITIONS OF CONTRACT as per Section – II (**clause 1 to clause 15**)
3. To abide by the conditions of SCOPE OF WORK as per section – I (**clause 2 to clause 2.2**)

FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions. Strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

ARBITRATION

In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the CGMT. Odisha Telecom Circle , Bhubaneswar . In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the CGMT. Odisha Telecom Circle , Bhubaneswar., or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the CGMT. Odisha Telecom Circle , Bhubaneswar. or the said officer is unable or

unwilling to act as such, then to the sole arbitration of some other person appointed by the CGMT. Odisha Telecom Circle , Bhubaneswar or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitration proceeding shall be the Office of CGMT. Odisha Telecom Circle , Bhubaneswar or such other places as the arbitrator may decide.

(Name of Contractor)

Address : _____

Tele. : _____ Fax : _____ E. mail : _____

And

Name of the GMTD, Dhenkanal

Bharat Sanchar Nigam Ltd.

Address : _____

Tele. : _____ Fax : _____ E mail : _____

Further, the said notice shall be deemed to have been validly given on (i) business date and time immediately after the date of transmission with confirmed answer back, if sent by facsimile transmission provided such transmission is immediately followed by a Regd. Mail or (ii) five days from the date of despatch, if transmitted by internationally recognized courier or registered air mail.

Signed _____

Signed _____

For and on behalf of the BSNL

For and on behalf of the Contractor

Name (caps) _____

Name (caps) _____

Position _____

Position _____

Date _____

Date _____

In the presence of Witnesses

In the presence of Witness

1.

1.

FORM-VII

AGENCY DETAILS

(Including performance records, financial viability etc.,)

Name of Agency/Company :

Owner's Name/Director's Name
EPF Registration No. :

ESI Registration No. :

Labour Registration No :

PAN Number :

Proof of Financial health of the Agency,
Duly certified by Chartered Accountant

Service Tax Registration No. :

Telephone Nos. :

Residential Address

Banker's Name & Address :

Experience:- :

Sl.No.	Name of Company/Organisation	Period		Value of work done	Proof Attached
		From	To		

Any Other Information/Documents :
Which May Help BSNL in Assessing
Tender's Capabilities for Award of
Contract.



Bharat Sanchar Nigam Limited
(A Govt. Of India Enterprise)
Office Of the General Manager Telecom District
Dhenkanal -759001

**TENDER FOR HOUSE KEEPING SERVICES AND
CARE TAKER SERVICES FOR INSPECTION
QUARTERS IN THE DHENKANAL TELECOM DISTRICT**

FOR THE YEAR 2011-12

(Financial Bid)

Tender No G-10 /2012-13/47

Date : 17.07.2012

SECTION - IV
FORM-I

RATE SHEET (Price Schedule)

The bidder should quote the percentage of profit of the amount shown under column No.-3 against Sl. No-1 of section-V (Schedule of Rates) in figures & words of per day wages of one unskilled labourer effective from dt: 01.04.2012 onwards as decided by Dy. Chief Labour Commissioner (C), Bhubaneswar. During validity period of the contract, the per day wages of one unskilled labourer is automatically allowed to be changed w.e.f. dated 01.10.2012 to 31.03.2013, w.e.f. dated 01.04.2013 to 30.09.2013 and then w.e.f. dated 01.10.2013 onwards till next revision by Dy. C.L.C.(Central), Bhubaneswar. The above revision in per day wages will be strictly as per decisions and circulars of Dy. C.L.C.(Central), Bhubaneswar only.

IN FIGURES %

IN WORDSPERCENTAGE.

Seal & Signature of Bidder.

SECTION- V

Tender No G-10 /2012-13/47

Date : 17.07.2012

SCHEDULE OF RATES

The Schedule of Rates to be paid to the contractor (Bidder) excluding Service Tax (which will be paid by BSNL to the contractor extra as applicable) to provide each unskilled labourer for one day by the bidder in accordance with per day wages fixed for each unskilled labourer by Dy. Chief Labour Commissioner (C), Bhubaneswar w.e.f. dt- 01.04.2012 onwards is as under :-

Sl. No	Description	Amount (in Rs.)
1	Daily wages of one unskilled labourer w.e.f. date 01.04.2012 onwards as prescribed by Dy. CLC(C), Bhubaneswar.	Rs 180.00 per day per unskilled labourer.
2	Employer's (Contractor's) share of EPF contribution for per day per unskilled labourer @12%+1.11% as administrative charges of EPF Deptt. + 0.50% as EDLI Charges of EPF Deptt. = @ 12 + 1.11+0.50 = @ 13.61% of amount under column No-3 against sl. No-1 of this table.	Rs 24.50
3	Employer's (Contractor's) share of ESI contribution for per day per unskilled labourer @ 4.75% of amount under column No-3 against sl. No-1 of this table.	Rs 8.55
4	Employer's (Contractor's) profit for providing per day one unskilled labourer in percentage of amount under column No-3 against sl. No-1 of this table to be quoted by the bidder in figures & words in the rate sheet of financial bid at Section – IV.	The amount will arrive in accordance with finally approved L-1 percentage of amount shown under column No-3 against sl. No-1 of this table.

Note (1) :- The above mentioned amounts shown under column No-3 against Sl. No-1,2 &3 of above table and approved L-1 percentage profit to the successful bidder against column No-3 of sl.No. 4 for this tender will be allowed to be changed automatically w.e.f. dt-01.10.2012 to 31.03.2013, w.e.f. dt-01.04.2013 to 30.09.2013 and w.e.f. 01.10.2013 onwards strictly in accordance with per day wages to be revised and decided in future w.e.f. dt- 01.10.2012, 01.04.2013 and 01.10.2013 onwards by Dy. Chief Labour Commissioner (C), Bhubaneswar.

Note (2) :- No any cost of Jhadu (Broom) will be allowed to be given by the BSNL, Dhenkanal to contractors for sweeping the open spaces outside the O/o GMTD, Dhenkanal building of 10000 square feet open area sweeping and no cost of any accessories will be paid to the contractor by BSNL for garden maintenance work as shown in table under sub clause No -1 of clause no-2 of Section – I under heading quantum of work. The cost for Jhadu (Broom) and cost of accessories for garden maintenance should be borne by contractor himself.

Note (3) :- The cost for all materials required for cleaning and sweeping of whole carpet area of all 4 (four) floors including for the cost for all materials required for cleaning and sweeping of all toilets of all the four floors of O/o GMTD, BSNL, Dhenkanal building for total approximate carpet area of 25160 (twenty five thousands one hundred sixty) square feet will be paid to the contractor @ Rs. 0.13 (paisa thirteen only) per sqft per month by BSNL, Dhenkanal. The service tax as applicable will be paid extra by BSNL, Dhenkanal to contractor for wages of unskilled labourer and materials.

Note (4) :- No any unskilled labourers should be supplied by the contractor to the concerned site engineer for more than 26 days in any calendar month and no any labourers should be supplied for more than 6 consecutive days in any calendar month.