

Eng-288/CMTS/13-14/4 dated at Bhubaneswar the 25<sup>th</sup> Feb'14



**Bharat Sanchar Nigam Ltd.**

*(A. Government of India Enterprise)*  
O/o G.M.(CMTS), Orissa Telecom Circle  
BJB Nagar Telephone Exchange  
Bhubaneswar-14, Odisha.

# TENDER DOCUMENT

*NAME OF WORK:*

*TTENDER FOR HOUSEKEEPING JOB IN  
CMTS UNIT*

PERIOD OF ISSUE OF TENDER PAPER: 11: 00 HRS. TO 16:00 HRS  
ON ALL WORKING DAYS FROM 26.02.14 Up to 20.03.14

Last Date of receipt of Tender Paper: 13:00 Hrs. of 21.03.14  
Date & Time of Opening of Tender: 16:00 Hrs. of 21.03.14

*Cost of Tender Paper: Rs.525/-*

*Please visit us at*  
[www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in)

*SDE(Engg.)  
O/o GM(CMTS),BJB Nagar Telephone Exachange,  
Bhubaneswar*

**Checklist**

Please ensure to submit the following documents along with the bid document: -

Sl.no.	Details of documents to be submitted
1	EMD of Rs.100,000/- in shape of DD
2	Cost of tender paper of Rs.525/- in shape of DD if downloaded from website.
3	Documents mentioned in Clause 5 of Section II (Page-7 & 8) & in Technical Bid
4	All documents are to be self-attested
5	Bid document is signed in each page
6	Rates quoted in word & figure is same.
7	Bid document is properly sealed.
8	Authorization letter is given to the person who will attend the bid opening
9	Power of attorney given to sign the bid is properly authorized by all partners/Board of directors
10	Submit all documents again even if submitted at the time of purchase of tender paper
11	Put your dated signature against all your corrections, erasures etc.
12	Bank solvency certificate of worth Rs.6 Lakh.
13	Declaration Regarding Blacklisting (Section-XIII)

**Signature of the bidder**

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**Signature of the bidder**

Section I

(A Government of India Enterprise)



O/O GM.( CMTS), Orissa Telecom Circle  
 BJB Nagar Telephone Exchange  
 BHUBANESWAR-14

Eng-288/CMTS/13-14/4

dated at BBSR the 25th Feb'14

**NOTICE INVITING TENDER**

Sealed Tenders in the prescribed form are invited on behalf of BSNL by GM.(CMTS) Bhubaneswar from bona fide, licensed/experienced contractors to undertake various works purely on job contract basis.

**Schedule to the invitation of tender**

1	<b>Tender No</b>	Eng-288/CMTS/13-14/4 dated at Bhubaneswar the 25 /02/ 2014
2	<b>Time &amp; last date of issue of bid document</b>	16:00 Hrs. of 20.03.14.
3	<b>Time and Date of submission of tender/bid</b>	13.00 Hrs. of 21.03.14
4	<b>Time and date of Opening of Tender (Technical Bid).</b>	16.00 Hrs. of 21.03.14
5	<b>Minimum Validity of Tender offer</b>	150 days from the date of opening.
6	<b>Tender Document can be had from</b>	SDE.(Engg), O/o GM.(CMTS), BJB Nagar Tele. Exch. Bhubaneswar from 26.02.14 to 20.03.14 in all working days between 11:00 Hrs. to 16:00 Hrs. or can be downloaded from our website (www.orissa.bsnl.co.in)
7	<b>Cost of tender paper</b>	Tender document can be sold on submission of DD of <b>Rs 525/-</b> (Five Hundred Twenty Five Only) towards the cost of tender paper drawn in favour of AO(Cash),BSNL,O/o GM(CMTS),Bhubaneswar.
8	<b>Services to be provided</b>	To provide housekeeping service on contract basis in O/o GM(CMTS),O/oDE (CMTS),GSM-MSC,CDMA-MSC, BSC in the jurisdiction of GM(CMTS),Bhubaneswar.
9	<b>Duration of contract</b>	Two year from the date of award of contract with an option of extension up to period of one year on the same rate, terms and conditions.
10	<b>Bid security:-</b>	Earnest Money Deposit in shape of DD for Rs. 1,00,000/- (Rupees One Lakh Only ) from a scheduled bank at Bhubaneswar only drawn in favour of "AO(Cash),BSNL,O/o GM(CMTS),Bhubaneswar-14 payable at Bhubaneswar.
11	<b>Eligibility of bidders</b>	1)Experience certificate of minimum 15 lakhs in BSNL/MTNL/PSU/Central Govt. for carrying out U/G Cable Laying/OFC Laying/Job Contract to the tune of Rs. 5 Lakhs per annum for last three financial years ( 10-11,11-12,12-13)taking separately).

**Signature of the bidder**

		<p>(3) PAN card of the firm/individual in case proprietorship.</p> <p>(4) Valid Service Tax registration certificate with proof of up to date payment particulars.</p> <p>(5) Valid labour license from Central Labour Commission under contract Labour Act 1970 ( R &amp;A)</p> <p>(6) Valid EPF Registration certificate with proof of up-to-date payment particulars</p> <p>(7) ESI Registration certificate or valid workmen's compensation policy with proof of up-to-date payment particulars.</p> <p>8) Bank solvency certificate of worth Rs. <b>6 lakhs</b>.</p>
12	<b>Rejection of tender paper</b>	The GM(CMTS) reserves the right to cancel/reject any or all the tenders without assigning any reasons thereof and not bound to accept the lowest tender.

**AGM(NWP-II)**  
**For Bharat Sanchar Nigam Limited**

**Signature of the bidder**

**SECTION II****INSTRUCTIONS TO BIDDERS****A. INTRODUCTION****1. DEFINITIONS:**

- a. "The Tendering authority" means GM (CMTS), BSNL, **Orissa Telecom Circle, Bhubaneswar.**
- b. "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- c. "The supplier" means the individual or firm providing the housekeeping service under job contract basis.
- d. "The work Order" means the order placed by the Tendering authority on the Supplier signed by the Tendering authority including all attachments and appendices thereto and all documents incorporated by reference therein. The Work Order shall be deemed as "Contract" appearing in the document.
- e. "The Contract Price" means the price payable to the Supplier under the work order for the full and proper performance of its contractual obligations.

**2. ELIGIBILITY OF BIDDERS:-**

- a. The bidder should have Experience certificate of minimum 15 lakhs in BSNL/MTNL/PSU/Central Govt. for carrying out U/G Cable Laying/OFC Laying/Job Contract to the tune of Rs. 5 Lakhs per annum for last three financial years (10-11, 11-12 & 12-13 taking separately). Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent. Experience certificate issued by any TDE duly countersigned by an officer not below the rank of DGM will only be considered.
- b. List of clients where the bidder has under taken housekeeping /job contract work/UG cable work/OFC work in BSNL/MTNL/Central Govt. or any other PSU. Work order for those jobs should be submitted.
- c. The bidder should have PAN card of the firm/individual in case of proprietorship.
- d. The bidder should have valid Service Tax registration Certificate & up to date payment challan.
- e. The bidder should have Valid labour license from Central Labour Commission under contract Labour Act 1970 ( R &A) .
- f. The bidder should have valid EPF Registration certificate with proof of up-to-date payment particulars along with EPF annual return of last financial year (12-13).
- g. The bidder should have ESI Registration certificate or valid workmen's compensation policy with proof of up-to date payment particulars.
- h. Bid security/EMD of Rs. 1,00,000/- as per clause-11 of Section -II
- i. Bank solvency certificate worth of **Rs.6 lakhs.**
- j. Certificates of no near relatives in BSNL as per **Section - VIII**
- k. Declaration regarding blacklisting as per Section XIII

***Note: In case any of the documents is found missing the bid will be declared ineligible and will not be considered for evaluation.***

**Signature of the bidder**

### 3. COST OF BIDDING:

The bidder 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.

### B. THE BID DOCUMENT:

#### 4. BID DOCUMENT:

- 4.1 Bid document includes
- a. Notice Inviting Tender
  - b. Instructions to bidders
  - c. General condition (Commercial) of the contract
  - d. Special conditions of contract
  - e. Services to be provided
  - f. Bid form
  - g. Performance Security Bond Form
  - h. Letter of authorization to attend bid opening.
  - i. Information sheet
  - j. Financial bid
  - k. Technical bid
  - l. Certificate of non-participation of near relatives
  - m. Undertaking & Declaration
  - n. Declaration Regarding Blacklisting.
- 4.2 The bidder is requested to examine all instructions, forms, terms and specification 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.
- 4.3 **CLARIFICATION OF BID DOCUMENTS:**
- 4.3.1 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Tendering authority in writing or by FAX at the Tendering authority's mailing address indicated in the Invitation for Bids. The Tendering authority shall respond in writing to any request for clarification of the Bid Documents, which it receives **not later than 7(Seven) days prior to the date for the submission of bids**. Copies of the query (without identifying the source) and clarifications by the Tendering authority shall be sent individually to all the prospective bidders who have received the bid documents.
- 4.3.2 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 an amendment of relevant clauses of the bid document.
5. **DOCUMENTS REQUIRED TO BE SUBMITTED FOR ESTABLISHING BIDDERS ELIGIBILITY AND QUALIFICATIONS:-**

- a) Self attested experience certificate of minimum 15 lakhs in BSNL/MTNL/PSU/Central Govt. for carrying out U/G Cable Laying/OFC Laying/Job Contract to the tune of Rs. 5 Lakhs per annum for last three financial years (10-11, 11-12,12-13) taking separately). Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent. Experience certificate issued by any TDE duly countersigned by an officer not below the rank of DGM will only be considered.

**Signature of the bidder**

- b) Self attested Xerox copy of List of clients where the bidder has under taken housekeeping /job contract work/UG cable work/OFC work in BSNL/MTNL/Central Govt. or any other PSU . Work order for those jobs should be submitted.
- c) Self attested Xerox copy of PAN card of the firm/individual in case proprietorship.
- d) Self attested Xerox copy of Service Tax registration Certificate & up to date S challan.
- e) Self attested Xerox copy of Valid labour license from Central Labour Commission under contract Labour Act 1970 ( R &A)
- f) Self attested Xerox copy of EPF Registration certificate with proof of up-to-date payment particulars along with EPF annual return of last financial year (12-13).
- g) Self attested Xerox copy of ESI Registration certificate or valid workmen's compensation policy with proof of up-to-date payment particulars.
- h) Bid security as per clause-11 of Section -II.
- i) Self attested Xerox copy of Bid form as per Section -VII.
- j) Self attested Xerox copy of Bank solvency certificate of worth Rs. **6 lakhs**.
- k) Self attested Xerox copy of Certificate of non-participation of near relatives in BSNL as per **Section -VIII**.
- l) Self attested Xerox copy of Information Sheet as per section XI
- m) Self attested Xerox copy of Undertaking & declaration as per format at Section :- XII.
- n) Original Power of attorney in case person other than the tenderer has signed the tender document must be submitted with Technical Bid.
- o) The tenders submitted by the partnership firms should furnish attested photocopy of Partnership Deed duly registered.
- p) Financial Bid Duly filled in as per Section-V.
- q) Declaration Regarding Blacklisting (Section-XIII)

**Original documents will be verified before signing of agreement or at any time at the discretion of tendering authority.**

**Note:** - If any one of the above documents required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage. However, tendering authority may at its discretion call for any clarification regarding the document. The tendering authority may also ask for submission of any additional /missing document/items within a stipulated time period. In such cases, the bidder shall have to comply the tendering authority's requirement within the specified time. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

**6. AMENDMENT TO BID DOCUMENT:-**

- 6.1) At any time, prior to the date of submission of bid, tendering authority 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.
- 6.2) The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them. The amendments shall be notified in writing or by telex or FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the tendering authority and these amendments will be binding on them.
- 6.3) In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Tendering authority may, at its discretion, extend the deadline for the submission of bids suitably.

**Signature of the bidder**



7. **PREPARATION OF BIDS:-****Documents comprising the bid**

It is a two bid system and the bid prepared by the bidder shall comprise the following components:

- i) **TECHNICAL BID:** Technical bid shall comprise the following components:
  - a) Documentary evidence established in accordance with **Clause 5 of Section-II** that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
  - b) Bid form completed in accordance with **Section-VII**.
  - c) Bid Security furnished in accordance with **Clause 11**
- ii) **FINANCIAL BID:** Financial bid shall comprise the completed "**PRICE SCHEDULE**" (**Section-V**) in accordance with **Clause-9 of section II**.

8. **BID FORMS:-**

The bidder shall complete the Bid form as per **Section VII** and the appropriate financial bid furnished in the bid documents, indicating the works to be carried out, brief description of works, quantum of work & prices as per **Section-V**.

9. **BID PRICE:-**

- I. The supplier shall quote price as per schedule given in **section V** for all types of works given in the schedule of requirement. The unit price should include all the type of Taxes as applicable except service Tax. However, the basic unit price needs to be individually indicated against the column in the financial bid. The service Tax will be paid extra as per rates applicable from time to time.
- II. The price quoted by the bidder shall remain fixed during entire period of Contract & shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- III. "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

10. **CONTRACT VALIDITY:-**

Validity of the contract will be for two years from the date of signing of the agreement. It can be extended up to one year if agreed by the contractor with price, terms & condition remaining same. In case of extension of contract, the contractor has to revalidate/extend the existing PBG to cover the extended period of contract.

11. **BID SECURITY:-**

- 11.1 Pursuant to clause 7, the bidder must deposit Rs.1,00,000/- (Rupees One Lakh only) as Bid Security. The Bid Security shall be in the form of DD of Rs.1,00,000/- (Rupees One Lakh only) from a scheduled bank at Bhubaneswar drawn in favour of "**AO(Cash),BSNL,O/o GM(CMTS),Bhubaneswar payable at Bhubaneswar**."
- 11.2 The successful bidder's EMD will be discharged upon the bidder's acceptance of the award of contract satisfactorily and furnishing the performance security.
- 11.3 **A BID NOT SECURED IN ACCORDANCE WITH PARA 11.1 SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.**
- 11.4 The bid security is required to protect the Tendering authority against the risk of bidder's conduct, which would warrant the forfeit of Bid security pursuant to **Para 11.6**.
- 11.5 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 Tendering authority, pursuant to **Clause 23** of Section II.

**Signature of the bidder**

11.6 **THE BID SECURITY MAY BE FORFEITED :**

- a) If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
- b) If the successful bidder fails
  - i) to sign contract in accordance with **clause 19 of Section-II.**
  - ii) to furnish performance security in accordance with clause 2 of Section-III
  - iii) A bid not secured in accordance with Para 11.1 shall be rejected by the BSNL as non-responsive at the bid opening state and returned to the bidder unopened.
  - iv) The bid security of unsuccessful bidder will be discharged/returned as early as possible as but not later than 30 days after the expiry of the period of bid validity.

12. **FORMAT & SIGNING OF BID:-**

- 12.1 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 persons signing the bid.
- 12.2 The over writing / erasures in the bid made by the bidder shall be signed by the person signing the bid.
- 12.3 The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. **All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.**
- 12.4 (i) **Power of attorney** :- The power of attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same be self-attested by a Notary public or registered before Sub-Registrar of the states(s) concerned.
- (ii) The power of Attorney 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.
- (iii) In case of the bidder being a firm, the said power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

13. **SUBMISSION , SEALING AND MARKING OF BIDS:-**

13.1 The bidders are specifically required to submit their offers in **three parts**, each in different sealed envelopes **duly marked as :-**

- i) **Envelope – A (i) Bid security & (ii) DD for cost of bid document ( In case the tender document is downloaded from website)**
- ii) **Envelope-B:- Technical Bid.**
- iii) **Envelope-C:- Financial Bid.**

Above three envelopes are to be properly sealed (packing PVC tape/sealing wax) and marked with **PERSONAL SEAL**. All the three covers **(A, B & C)** shall be kept in one outer cover which will also be properly sealed as mentioned above.

13.2 **If the envelopes are not sealed and marked as required above, the bid is subjected for rejection in tender opening stage itself.**

13.3 **Envelope A:-** should contain (i) Bid security as per **clause 11 of Section II** & (ii) DD towards the cost of Bid document ( if the tender document is downloaded from website) & super scribed as Bid security.

13.4 **Envelope B** should contain all the documents of **technical bid i.e. Section VII-A** along with the related documents establishing bidders eligibility as per **clause 5 of Section –II** & super scribed as Technical Bid.

**Signature of the bidder**

- 13.5 **Envelope C** should contain **Financial Bid** i.e. the rates quoted by the bidder in the prescribed format.( **Section :- V**) super scribed as Financial Bid.
- 13.6 **If any one of the document required to be submitted in Envelope A is found to be wanting ,the concerned bid shall be rejected at the opening stage itself and the remaining envelopes B &C will not be opened.**

**Signature of the bidder**

- 13.7 Above three envelopes are to sealed properly **All the three covers (A,B&C) shall be kept in one outer cover which will also be sealed properly and marked as stated below:**

The bids should be addressed to:-

- (a) The AGM(NWP-II)  
O/o GM(CMTS)  
BJB Nagar Tele. Exch.  
Bhubaneswar-751014.

(b) The outer cover should bear the item name i.e. (Tender for housekeeping job in CMTS Unit), the tender number i.e. (Eng-288/CMTS/13-14/4 dated 25.02.14 & the words "DO NOT OPEN BEFORE 16.00 hrs of 21.03.14" and

(c) Should indicate the name & address of the bidder to enable the bid to be returned unopened in case it is declared "late"/rejected.

13.8.1 Bids shall either be sent by registered post or delivered in person .The responsibility for ensuring that bids are delivered in time would solely vest with the bidder.

13.8.2 Bids delivered in person shall be dropped in the tender box available in the Chamber of AGM (NWP-II) on or before 13.00 Hrs of 21.03.14.The tendering authority shall not be responsible if the bids are delivered elsewhere.

The bid must be delivered in person on or before 13.00 hrs of 21.03.14.

**14. LATE BIDS MODIFICATION AND WITHDRAWAL OF BIDS:**

- 14.1 Any bid received after the dead line for submission of bids shall be rejected and returned unopened to the bidder.
- 14.2 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the Tendering authority prior to the deadline prescribed for submission of bids.
- 14.3 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 13.8 of Section II.A** withdrawal notice may also be sent by FAX but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 14.4 Subject to **clause 14 of Section II**, no bid shall be modified subsequent to the deadline for submission of bids.

**15. BID OPENING & EVALUATION**

**OPENING OF BIDS BY TENDERING AUTHORITY:**

15.1

- i Bids shall be opened by the tendering authority in the presence of bidders or their authorized representatives who choose to attend, **at 16.00 hrs of 21.03.14**. The bidder's representatives, who are present, shall sign an attendance register. Authorization letter shall be submitted by the bidder before they are allowed to participate in bid opening (The format as given in **Section X of the Bid Document**).
- ii. The tendering authority will first ensure the availability of **Bid Security** and cost of tender (if downloaded from website) in **envelope 'A'**, if any of these are not available the remaining "**B&C**" envelopes will not be opened and the bid will be rejected at that stage itself.
- iii. The tendering authority shall then open the technical bid contained in envelope-B and check the availability of all the documents as per **clause 5 of Section II**. **During this opening of technical bids, tendering authority shall check**

**Signature of the bidder**

**availability of required document in general. Evaluation of the technical bids in details shall be done by the tendering authority on a later date before opening of the financial/price bid.**

- iv. For technically responsive bids the **Financial/ Price bids (Envelope-C)** will be opened on the due date and time.
- 15.2 A maximum of one representative for any bidder shall be authorized and permitted to attend the Financial Bid opening.
- 15.3 The Bidder's names, Bid prices, Modifications, bid withdrawals and such other details as the tendering authority, at its discretion, may consider appropriate; will be announced at the time of opening.
- 15.4 The date fixed for opening of bids, if subsequently declared as holiday by BSNL; the revised date of schedule will be notified. However, in absence of such notification; the bids will be opened on the next working day, time and venue remaining unaltered.

#### **16. PRELIMINARY EVALUATION:**

- 16.1 Tendering authority 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.
- 16.2 Prior to the detailed valuation, pursuant to **clause 17 of Section II**, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents. For purposes of these clauses, a substantially responsive bid is one which conforms, to all the terms and conditions of the Bid documents without material deviations. The tendering authority's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse of extrinsic evidence.
- 16.3 A bid, determined as substantially non-responsive will be rejected by the Tendering authority and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity also the tendering authority shall not be bound to show the reasons/causes of rejection of the bid.
- 16.4 The Tendering authority 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 AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**

- 17.1 The Tendering authority shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to **clause 16** of Section II.
- 17.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Tendering authority. 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, his bid shall be rejected. **In a tender, where number of items are more than one price evaluation shall be on composite basis.**
- 17.3 The evaluation and comparison of responsive bids shall be done on the price of the items offered inclusive of levies and Taxes i.e. as indicated in each column of the price Schedule in **Section V** of the Bid Documents.

**Signature of the bidder**

**18. CONTACTING THE TENDERING AUTHORITY:**

18.1 Subject to **Clause 4.3 of** Section-II, no bidder shall try to influence the Tendering authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

18.2 Any effort by a bidder to influence the Tendering authority in the Tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

**19. 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 total work can be awarded to 3(Three) bidders at **L-1 rate**. The bidder shall within **2 weeks** of issue of letter of indent, give his acceptance along with performance security in conformity with **section IX** with the bid document.

**20. RIGHT TO VARY QUANTITIES:-**

BSNL reserves the right at the time of award of contract to increase or decrease up to 25% of the tendered scope of work subject to maximum up to 50% of the job specified in the scheduled of requirements without any change in charges/rates of the offered job with the same terms and conditions. However BSNL shall place order as per the actual requirements only from time to time.

**21. SIGNING OF CONTRACT:-**

21.1 Signing of Agreement shall constitute the award of supplying housekeeping service on contract basis on the bidder.

21.2 Upon the successful bidder furnishing the Performance Security the BSNL shall discharge its bid security in pursuant to **clause 11**.

**22. ANNULMENT OF AWARD:-**

Failure of the successful bidder to comply with the requirement of clause 18 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

**23. PERIOD OF VALIDITY OF BIDS:-**

(i) The bid shall remain **valid for 150 days** from 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.

**24. TENDERING AUTHORITY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.**

The Tendering authority 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 for the Tendering authority's action.

25. **The correction/modification, if any, in the tender document will be uploaded in the website i.e. [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in) up to 23.00 hrs of 18.03.14 which will be treated as final.**

**Signature of the bidder**

26. **EPF CLAUSE:**

- a. The bidder / contractors must have EPF registration number issued by competent authority whenever applicable. The contractor must fulfill / comply with the provisions of EPF & miscellaneous. Provisions Act 1952 and Employees' Provident Fund scheme 1952 in respect of labours / employees engaged by them for performing the work of BSNL.

b) **Each claimed bill of contractor should accompany the following documents: -**

- 1)Challan of service tax deposit particulars which will show the deposit for CMTS Unit.,Orissa
- 2)Challan of EPF deposit of CMTS Unit.,Orissa.
- 3)List of name & address of labourers for whom the EPF amount has been deposited.
- 4)Acquaintance sheet of labourers to whom payment of wages have been disbursed. Regarding this copy of wage register may be supplied.
- 5)The contract labourers engaged by the contractor may be covered under ESI or valid workmen compensation policy and monthly deposit in this regard will be submitted regularly.
- 6) Monthly wage/payment sheets of the employees with PF A/C nos. of individual employee.
- 7) Form-5 & 10, the monthly return duly submitted to RPFC (Regional PF Commissioner) authority office.
- 8) Work order issued by DE/SDE.
- 9) A declaration from the contractors regarding compliance of the condition of EPF Act. 1952.
- 10)Any claim/ lapse/failure on the part of the contractor if communicated by EPF authorities to BSNL , the same shall be recovered from / passed on to the contractor concerned for execution.
- 11) Proof of payment of the monthly wages of worker engaged by the contractor Either through cheques/DD/RTGS.

27. **Implementation of the following points related to contract labourers engaged in CMTS unit has to be ensured:-**

- a) Muster roll has to be maintained by the contractors in respect of contract labourers engaged by them.
  - b) The payment of contract labourers by the contractor is to be carried out as per the rate approved by the State/Central Govt. from time to time.
  - c) The contract labourers engaged by the contractors may be covered under EPF & ESI scheme or valid workmen's compensation policy by the contractor himself as per rules.
  - d) The contractor will issue identity cards of engaged contract labourers.
28. In case the person employed by the contractor commits any act of omission/Commission that amounts to misconduct/indiscipline/incompetence and security risks, the contractor will be liable to take appropriate action against such person including removal from the site of work immediately on being brought to the notice.
29. The contractor shall ensure that any details of office, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office.
30. The contractor shall ensure proper conduct of his personnel in office premises and enforce prohibition of consumption of alcoholic drinks, beetle, smoking, loitering without work.
31. ***In case of absence delay in providing substitute beyond 3 (Three) days will attract liquidated damage @ Rs.100/-per day besides deduction in payment on prorata basis.***

**Signature of the bidder**

32. For all intents and purposes the service provider (Contractor) shall be the "Employer" within the meaning of different Labour legislations in respect of personnel deployed in CMTS unit. The persons deployed by the contractor in CMTS shall not have claims of any master & servant relationship nor have any principle and agent relationship with or against CMTS.
33. The contractor shall be solely responsible for the redressal of grievances/resolutions of disputes relating to persons deployed in CMTS unit. CMTS shall in no way be responsible for settlement of such issues whatsoever.
34. CMTS shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the contractor in the course of their performing duties or for payment towards any compensation.
35. The persons deployed by the contractor shall not claim nor shall be entitled to pay perks and other facilities admissible to casual, adhoc, regular/confirmed employees of this office (CMTS) during the currency or after the expiry of contract.
36. After termination or expiry of the contracts the persons deployed by the contractor will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in this office.
37. Payment shall be made only to the contractor and on monthly basis as per actual service.

**Signature of the bidder**



### **SECTION III**

#### **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 5% of the contracted sum within 2 weeks of conveying BSNL's intention for accepting the bid as Performance Security. The EMD of the successful bidder will be refunded after the submission of the PBG. The PBG should be valid up to two and half years from the date of issue with an option to extend the same from time to time (one year at each time).

2.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the Performa provided in section IX of the bid document.

2.3 Performance Security will be discharged after completion of contractor's 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 compensation for any loss resulting from such failure.

**3 EXECUTION TIME LIMIT**

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

**4. PAYMENT TERMS**

- a. The contractor has to submit the monthly bills in duplicate towards different items of work like File Handling/sweeping/ cleaning/Carrying Dak etc duly certified by the controlling authority. The Administrative authority of CMTS will process the bill for pass and payment within 15 days on receipt of the bills duly verified and certified.
- b. Income tax as applicable of the passed bill will be deducted as tax at source, under relevant Government Rules. However, if any new legislation comes into effect for deduction of tax at source at any other rate, deduction will be made at that rate.
- c. Necessary Income tax Deduction certificate will be issued by Accounts Officer, (CMTS), Office of G.M., (CMTS), Bhubaneswar detailing the amount so deducted as tax at source at the close of the financial year.
- d. Payments will be made by Account Payee cheques of Bhubaneswar/RTGS. The contractor has to intimate his bank account number and branch details for issuing the cheque/RTGS.
- e. Any liquidated damages/penalty due shall also be recoverable from the bills submitted for payment, by the aforesaid officers.
- f. The Security Deposit shall be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of account.
- g. All bills related to the work have to be submitted within one month of completion of the work. Generally no pending bill will be entertained thereafter.
- h. Payment will be made for the number of working days in a month.

**Signature of the bidder**

- i. Total billed amount will be paid after successful completion of work.
- j. The contractor must accompany the documents along with the bill as mentioned in 26 -b of Section II.

**5 (a) PRICES**

- I. Rates charged by the contractor for the services given under the contract shall not be higher than the rates quoted by the contractor in his bid.
- II. In case of any reduction of taxes and statutory levies (if any) during the contractual period, BSNL shall take the benefit of decrease in such taxes/ duties for the services to be availed from the date of enactment of revised duties/ taxes.
- III. In case of increase in taxes/ duties during the contractual period, BSNL shall be liable to revise the rates as per new taxes/ duties for the services to be availed for the remaining period of the contract.

**6. TERMINATION OF THE 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 arrange the supply of any or all of the house keeping 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 General & Special Conditions of the contract.

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

- 6.3 In case of death of contractor during the period of contract, GM(CMTS) Bhubaneswar may at his discretion either immediately terminate the agreement or may require the surviving partner /legal heir of the contractor to complete the contract as per the original agreement and tender terms and conditions. In such case, the surviving partner /legal heir has to comply with the requirements as per tender conditions.

**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 MAJURE:-**

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 on 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.

**Signature of the bidder**

9. **ARBITRATION:-**

9.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of \* **GM(CMTS)** of Bharat Sanchar Nigam limited (BSNL) of the respective Circles/District or any other person appointed by him. 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 function of the \* GM(CMTS) or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the **GM(CMTS) of BSNL,Orissa** shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Contractor will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a 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 BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment three of or any rules made thereof.

9.2 The venue of Arbitration proceeding shall be Office of GM(CMTS),Orissa Telecom Circle,Bhubaneswar of BSNL at Bhubaneswar or such other place as the arbitrator may decide.

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

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. **PRICE VARIATION:**

The BSNL shall not be responsible for any escalation on prices on account of increase in price of Labour or material or taxes or any other component what so ever. Contractor's rates and Contractors obligation shall remain unaffected by such escalation and/or increase.

12. **PENALTY:**

- a. 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.

**Signature of the bidder**

- b) If non-execution of desired works are observed repeatedly (more than 5 times) the action for rescinding the contract will be initiated by BSNL.

13. **WORK FORCE:**

- A. The work force of the contractor should be disciplined, obedient, courteous, punctual and free from disease.
- B. They good health and physique, free from defects of sight, hearing, speech, physical movement disabilities etc. They good character. Their antecedents, residential address, permanent address bio-data, photo will have to be in the record of contractor for reference at any time.
- C. The company will not be responsible for their food, accommodation, wages etc. It is the entire responsibility of the contractor to take care of his personnel.
- D. They will not be allowed in to the premises beyond their duty period. They will not be allowed to perform duty in intoxicated condition.
- E. In case of fire and emergency they will raise alarm and help in fire fighting.
- F. They shall not entertain outsider nor shall they entertain their guests/friends to meet them frequently during their duty period.
- G. They should engage themselves in performing their duty and should not waste time in loitering and gossiping.
- H. Any member of the team of contractor having suspicious character will not be allowed to enter in side the work premises.
- I. The work force of the contractor should maintain peaceful and congenial atmosphere in the work premises.
- J. They should extend good behavior and not indulge themselves in trade union activities.
- K. They should maintain cleanliness during the entire duty period.
- L. They should not damage/disfigure any part of the building or any company's property.
- M. The contractor shall be liable to make substitute arrangement in case of absence of his persons to ensure that the service does not suffer.
- N. The administrative authority has full discretion to ask for a replacement of contractor's housekeeping service.
- O. The contractor is solely responsible for payment to his employees engaged in BSNL by him with respect to this contract. BSNL will not be responsible for non-payment of dues to the employee by the contractor in any case. If BSNL is made to pay anything then the same shall be recovered from the contractor.
- P. The contractor is solely responsible for payment of all statutory dues like EPF, ESI or valid workmen's compensation policy etc. for his employees. BSNL will not be responsible for non-compliance of statutory dues by the contractor. If at all BSNL is made to pay any dues it will be at the cost of the contractor i.e. recovering it from the deposit/PBG/any payment available with BSNL.

14. **VALIDITY:**

- (a) The rates quoted in the tender will have to remain valid for a period of two year.
- (b) Tender acceptance authority, i.e., G.M. (CMTS), may before acceptance of the tender call the selected tenderer to negotiate the price and finalize the price before declaring the tenderer successful for execution of agreement.
- (c) On execution of agreement with the successful tenderer the contract will remain valid for two year from the date of signing of the contract. The contract can be extended up to one year by GM(CMTS) in interest of service on the same rate and terms and conditions.
- (d) The period of contract may be extended as per the terms and condition mentioned in this document, if required by the CMTS authority and agreed by the contractor.

**Signature of the bidder**

- (e) The company reserves the right to terminate the contract by giving one-month notice without giving prior reason thereof.
- (f) The company may terminate/cancel the contract at any point of time due to unsatisfactory performance.
- (g) The contractor may also withdraw from his obligation to serve during the period of contract by giving at least one-month notice. Under such circumstance, his security deposit will be forfeited, if desired by CMTS authority.
- (h) The CMTS authority reserves the right to terminate the contract at any time due to administrative reasons or due to unsatisfactory performance or breach of any term of the contract. The decision of GM. (CMTS) shall be final and binding.

**15. COMPLIANCE WITH LAWS & REGULATIONS:--**

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 any and all applicable bye-laws, rules, regulations and orders and any other provisions having the force of laws made or promulgated by any BSNL BSNL's agency or company, Municipal Board, BSNL or other regulatory or authorized body of persons and shall provide all certifications of compliance therewith as may be required by such applicable law, bye-laws, rules regulations, orders and/or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay toll taxes, as to its employees, servants or agents engaged in the performance of the work specified in contract documents. If the contractor shall require any assignee or sub-contractor to whom any portion of the work to be performed hereunder or may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the BSNL harmless and indemnified from and against any/all penalties, actions, suits, losses and charges, claims and demands and costs(Inclusive between attorney & client) charges & expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by laws, rules, regulations, laws and order and provisions as aforesaid.

**Signature of the bidder**

**SECTION IV****SPECIAL CONDITIONS OF CONTRACT**

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in section II and general (commercial) conditions of the contract as contained in section III and wherever there is a conflict, the provisions herein shall prevail over those in section II and section III.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, 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. The liability under contract labour Act 1970(R&A) for the housekeeping service supplied for housekeeping job by the contractor, the BSNL has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law. In case any litigation, contractor will be solely responsible to resolve the same. If BSNL is asked to deal with the case, it will be at the cost of contractor.
6. The engagement and employment of personnel 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. Payments of statutory dues like EPF, ESI, or valid workmen's compensation policy etc. are the sole responsibility of the contractor.
7. No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees {Non- executive employees working in **BSNL**, & executive employees ( also called Group-A & Group-B officers) working in **BSNL**, either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
  - (a) Members of a Hindu Undivided Family,
  - (b) They are husband and wife,
  - (c) The one is related to the other in the manner as father, mother son(s), son's wife(daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s)&brother's wife, sister(s) & sister 's husband( brother-in-law).
8. The tenderer(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined above. In case of proprietorship firm the 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 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 noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

**Signature of the bidder**

**SECTION-V****FINANCIAL BID**

SL.	WORK	UNIT	Rate	
			( In Figures)	In words
A.	Floor area cleaning, Sweeping of GM (CMTS) Office and MSC - S,MGW,MSC, BSC, /DE (CMTS)	Rate Per day of 4 hrs. (Unskilled)		
B.	Cleaning of Equipments (Rack, Power Plant, DG set, UPS, AVR, Battery, ), Fax, Computer, Furniture at GM (CMTS) office, MSC - S, MSC, MGWBSC, O/o DE (CMTS)	Rate Per day of 2 hrs. (Unskilled)		
C.	Sweeping and cleaning of bath rooms and toilets at O/o GM (CMTS), O/o DE (CMTS)	Rate Per day of 2 hrs. (Unskilled)		
D.	Supply of drinking water at Office of GM. (CMTS), BBSR, MSC, BSC, O/o D.E (CMTS), Carrying & Delivering of Dak, Letters etc. to Circle Office, GMTD, BBSR, Post office & Other Offices, file Handling etc.	Rate Per day of 8 hrs. (Unskilled)		

**NB:** Tender will be evaluated based on the following computation made for arriving at monthly figure (Multiplication factors used are the approximate number of days in a month.). Service Taxes will be paid extra as applicable ( i.e. 12.36 % at present ).

Rate for SL.A x 25 =  
 Rate for SL.B x 25 =  
 Rate for SL.C x 25 =  
 Rate for SL.D x 25 =

**Total Rs.=**

Rupees ----- only

**UNDERTAKING**

I/ We have read the terms and condition of the tender documents, fully interpreted and accepted in toto the terms and conditions of the tender and I/We, have made my/our offer keeping in view of those terms and conditions

Place :-

Date :

Signature of tenderer

**Signature of the bidder**

**SECTION VI**

**SERVICES TO BE PROVIDED  
JOB DESCRIPTION**

THE HOUSE KEEPING JOB OF CMTS UNIT INVOLVES THE FOLLOWING CATEGORIES OF WORKS:

- A. Sweeping and cleaning of floor area of office/Exchange &, corridor etc.**
- B. Cleaning of different equipments in exchange MSC/BSC/ room .**
- C. Sweeping and cleaning of toilets.**
- D. Supply of drinking water during office hours, Carrying and delivery of dak, File handling.**

The tender is called to perform the following works in the O/o GM. (CMTS),BJB Nagar Tele Exch. and at MSC/BSC & in O/o DE(CMTS) in field of CMTS unit located in different part of Orissa. The contractor will have to depute his work force to carry out the work at the above places.

- A. Sweeping and cleaning of floor area of office/Exchange &, corridor etc.**

The Exchange means two MSC (Mobile Switching Center) at Telephone Bhawan, Bhubaneswar, One MSC at Chandrasekharpur, one MSC at Telephone Bhawan, Cuttack, one MSC at Berhampur, Telephone Bhawan one MSC at Sambalpur, Telephone Bhawan, One CDMA MSC at Bhubaneswar & Cuttack & 24 Nos. of BSC (Base Station Controller) at Bhubaneswar, at Cuttack, Sambalpur, Berhampur, Balasore, Rourkela, Baripada, Keonjhar in different SSAs and office means GM. (CMTS) office situated at BJB Nagar Tele. Exch. Bhubaneswar, Office of DE (CMTS) situated at Bhubaneswar, Rourkela, Balasore, Baripada, Berhampur, Sambalpur, Rourkela, Dhenkanal, Cuttack, Bhubaneswar, Keonjhar & Koraput. The contractor will have to depute personnel for carrying out cleaning work of floor area approximately 2200 Sq.mtr. in total on daily basis. The concerned officers will have to supply the cleaning materials to be used for cleaning purpose. The floor area and the quantum of work is tentative and may change during the period of contract.

- B. Cleaning of different equipments in exchange i.e. MSC/BSC room.**

The contractor has to depute personnel to clean the sensitive equipments in the exchange, like Battery, Power Plants, DG sets, BSC, MSC, racks, Computers, Printers and Fax machines, water filter, aqua guard, telephone, office table chairs etc. The contractor will have to instruct his personnel to take utmost care while cleaning the equipments to avoid any sorts of damage.

- C. Sweeping and cleaning of toilets.**

The Office of GM (CMTS) unit & MSC have 6 nos. of toilets. These needs to be washed, moped and cleaned properly on all working days, the works should be completed by 10 AM. **Accessories for cleaning purpose like brooms, brushes, buckets, mugs etc and consumable like phenyl, naphthalene ball, and bleaching powder will be provided for cleaning the floors and toilets. Penalty will be imposed as decided by the authority for any deficiency in service. The quantum of work is tentative and may increase/decrease during the period of contract.**

- D. Supply of drinking water to the staff during office hours, Carrying and delivery of dak. File handling.**

The work involves for supply of drinking water to the staff on duty in the office, Exchange. The work involves carrying and delivery of dak to circle office/Door Sanchar Bhawan, BBSR / Courier Agency / Post office on regular basis under the supervision of concerned SDE/JTO. The person provided by the contractor should be a literate one so that he should be able to keep in record of the Incoming as well as the Outgoing Dak in the respective Dak movement register in O/o GM (CMTS), IDCO tower as well as MSC/BSC. Daily office files are to be handled for specific purposes from one position to another in the O/o GM (CMTS), BJB Nagar Tele. Exch. Approximately 30 Nos. of files per unit per day are to be handled. The contractor has to

**Signature of the bidder**



depute the experienced & literate workers for this purpose to keep record for the same in the concerned file movement register.

1. **Service:** Provision of house keeping service on job contract basis in CMTS unit.
2. **Period of Contract :** Under normal circumstances the contract shall be valid for a period of two year from date of issue of signing of agreement.. However contract may be extended for further period up to one year if agreed by the Contractor and **GM(CMTS), BSNL** on the same rate, terms and conditions after ensuring competitiveness of the rates.
3. **Quantity**
  - i) Estimated hours of work to be carried out in various wings of CMTS unit is **285 hrs on daily basis**. However it should be clearly noted that BSNL shall place the order only as per the actual requirement from time to time on job basis.
4. **Schedule of requirements**
  - i) Intending bidder must have a telephone where requisition of housekeeping service can be conveyed over Telephone No. must be specified in the **Section XI** of the bid.
  - ii) Payment of EPF, ESI, Service tax or valid workmen's compensation policy of the persons providing housekeeping service on contract basis in CMTS unit of BSNL will be the liability of the contractor.

**A) List of MSC/CDMA MSC inclusive of Power of Consumer Mobility Unit: -**

Sl. No	Location of MSC/	Anticipated hrs of work to be carried out per day
1	Telephone Bhawan, Chandrasekharpur, Bhubaneswar (GSM MSC)	22 hrs
2	Telephone Bhawan, Cuttack (GSM MSC)	26 hrs
3	Telephone Bhawan, Berhampur (GSM MSC)	12 hrs
4	Telephone Bhawan, Sambalpur (GSM MSC)	12 hrs
5	Telephone Bhawan, Bhubaneswar (CDMA MSC)	24 hrs
<b>Total</b>		<b>96 hrs</b>

**(B) LIST of offices of CMTS unit.**

Sl. No	Name of office	Location	Anticipated hrs of work to be carried out per day
1	Office of GM (CMTS), BN	BJB Nagar Tele.Exch. Bhubaneswar	83 hrs
2	Office of DE (CMTS), CK	Telephone Bhawan, Cuttack	8 hrs
3	Office of DE (CMTS), BN	RRTC, Bhubaneswar	16hrs
4	Office of DE (CMTS), KJR.	Telephone Bhawan, Keonjhar	8 hrs
5	Office of DE (CMTS), BLS.	Telephone Bhawan, Balasore	9 hrs
6	Office of DE (CMTS), BID.	Telephone Bhawan, Baripada	9 hrs
7	Office of DE (CMTS), SMB.	Telephone Bhawan, Sambalpur	8 hrs
8	Office of DE (CMTS), BF.	Telephone Bhawan, Berhampur	8 hrs
9	Office of DE (CMTS), RKL	Telephone Bhawan, Rourkela.	8 hrs
10	Office of DE (CMTS), DKL.	O/o GMTD, Dhenkanal	8 hrs
11	Office of DE (CMTS), KRP	O/O GMTD Koraput,	8 hrs
12	Office of AGM (NQM),	Telephone Exch. BJB Nagar.	8 hrs
13	Office of AGM (NWP-III),	Telephone Bhawan, Bhubaneswar	8 hrs
<b>Total</b>			<b>189 hrs.</b>

**Signature of the bidder**

**SECTION VII**  
**BID FORM**  
*(To be attached with Section-VII A)*

Tender No.Eng-288/CMTS/13-14/4

dated: 25.02.14.

To

**The GM (CMTS),BSNL,  
BJB Nagar TeleExch.  
Bhubaneswar.**

Dear Sir,

1. Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work specified in **Section -IV** on Job contract basis in conformity with the conditions of contract and specifications for the sum as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid. 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.
2. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 5% of the contract sum for the due performance of the Contract.
3. We agree to abide by this Bid for a period of **150** days form the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
4. Until an agreement is signed and executed, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.
  - a. Dated this .....Day of .....2014.
  - b. Signature of
  - c. In capacity of
  - d. Duly authorized to sign the bid for and on behalf of .....
  - e. Witness .....
  - f. Address .....
  - g. Signature

**Signature of the bidder**

**SECTION VII-A****TECHNICAL BID**

Sl.No.	Details of Documents to be submitted		Submitted/Not submitted
1	EMD Amount :- 100,000/-	DD no.:- Date :- Name of Bank :-	
2	Self attested Xerox copy of experience certificate of minimum 15 lakhs in BSNL/MTNL/PSU/Central Govt. for carrying out U/G Cable Laying/OFC Laying/Job Contract to the tune of Rs. 5 Lakhs per annum for last three financial years ( 11-12 ,12-13 &12-13) taking separately). Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent. Experience certificate issued by any TDE duly countersigned by an officer not below the rank of DGM will only be considered.		
3	Self attested Xerox copy of list of clients where the bidder has under taken housekeeping /job contract work/UG cable work/OFC work in BSNL/MTNL/Central Govt. or any other PSU . Work order for those jobs should be submitted.		
4	Self attested Xerox copy of PAN card of the firm/individual in case proprietorship. Self attested Xerox copy of Service Tax registration Certificate.		
5	Self attested Xerox copy of ESI Registration certificate or valid workmen's compensation policy with proof of up-to-date payment particulars.		
6	Self attested Xerox copy of Valid labour license from Central Labour Commission under contract Labour Act 1970 ( R &A)		
7	Self attested Xerox copy of EPF Registration certificate with proof of up-to-date payment particulars along with EPF annual return of last financial year (12-13).		
8	Self attested Xerox copy of Bid form as per Section –VII.		
9	Self attested Xerox copy of Bank solvency certificate of worth Rs. <b>6 lakhs</b> .		
10	Self attested Xerox copy of Certificate of non-participation of near relatives in BSNL as per Section-VIII.		
11	Self attested Xerox copy of Information Sheet as per Section XI		
12	Self attested Xerox copy of Undertaking & declaration as per format at Section: - XII.		
13	Original Power of attorney in case person other than the tenderer has signed the tender document must be submitted with Technical Bid.		
14	The tenders submitted by the partnership firms should furnish attested photocopy of Partnership Deed duly registered.		
15	Financial Bid Duly filled in as per Section-V.		
16	Declaration Regarding Blacklisting (Section-XIII)		

Signature of bidder with seal

Place :-

Date:-

Name :

Tel.No. :-

**Signature of the bidder**

**Section-VIII**  
**(To be attached with Section-VII A)**

**Certificate of non-participation of near relatives in BSNL**

I,.....,s/o\_\_\_\_\_ resident of ..... Certify that none of my near relatives as defined below is/are employed any where in BSNL 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 cancel the offer & EMD/Security deposit will be forfeited at any stage whenever noticed. The BSNL will not pay any damages to the company or firm or person. The company or firm or the person will also be debarred for further participation in the concerned unit.

Signature of tenderer  
with date & seal

**N.B.:-** The tenderer(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined below. In case of proprietorship firm the 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 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 noticed. The BSNL will not pay any damages to the company or firm or concerned person.

**Definition of near relatives :-** The near relatives of all BSNL employees means {Non-executive employees working in **BSNL**, & executive employees ( also called Group-A & Group-B officers) working in **BSNL**, either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:

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

**Signature of the bidder**

**SECTION IX****PERFORMANCE SECURITY BOND FORM**

In consideration of Bharat Sanchar Nigam Ltd., New Delhi (here in after called the BSNL, New Delhi) having agreed to exempt \_\_\_\_\_  
 \_\_\_\_\_(here in after called the said contractor(S) from the demand of security deposit / earnest money of Rs. \_\_\_\_\_on production of Bank Guarantee for Rs. \_\_\_\_\_. For the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of \_\_\_\_\_we, (name of the bank) \_\_\_\_\_(here in after referred to as "the Bank") at the request of \_\_\_\_\_Contractor's do hereby undertake to pay to the BSNL, \_\_\_\_\_an amount of not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL, \_\_\_\_\_ 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, \_\_\_\_\_ 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, \_\_\_\_\_ reason of breach by the said contractor's of any of the terms & conditions contained in the said agreement or by reason of the contractors 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 Rs. \_\_\_\_\_.

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

We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of **two and half year** from date herein and further agrees to extend the same from time to time (one year at each time) so that it shall continue to be enforceable till all the dues of the BSNL, \_\_\_\_\_ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL, \_\_\_\_\_ certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We (name of the bank) further agree with the BSNL, \_\_\_\_\_ that the BSNL, \_\_\_\_\_ shall have the fullest liberty without our consent and without affecting in any manner our obligations 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

**Signature of the bidder**

time to time any of the powers exercisable by the BSNL, \_\_\_\_\_ 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, \_\_\_\_\_ or any indulgence by the BSNL, \_\_\_\_\_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. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by BSNL.

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

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

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

**Signature of the bidder**

**SECTION X**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING  
(To reach on or before date of bid opening)**

To

The GM(CMTS), BSNL,  
BJB Nagar TE,,Bhubaneswar-14.

Subject – Authorization for attending bid opening on \_\_\_\_\_ (date) in the  
Tender of housekeeping jobs in CMTS unit, Orissa.

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

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signature</b>
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I.

II.

Alternate Representative

Signature of bidder

Or

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

Note: 1. Maximum of one representative 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 received.

**Signature of the bidder**

**Section :- XI**

**INFORMATION ABOUT TENDERER**  
***(To be attached with Section-VII A)***  
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1. Name of the Firm/Agency:
  - a. Name of the proprietor/authorized person signing the tender:  
(Submit proper authorization letter if not proprietor)
2. Regd. No. :
3. Office Address with Ph No. :
4. Residence Address with Ph No. :
5. Banker name and A/c No. :
6. No. Of employees in the pay roll :

Place: -  
Date: -

Signature of bidder with seal

Name :  
Tel.No : -

**Signature of the bidder**



**SECTION:- XII****UNDERTAKING & DECLARATION**

The tenderer hereby covenants and declares that all the information, documents, Xerox copies of documents/certificates enclosed along with the tender document are correct and if any thing found false and/or any suppression of fact is detected at any time, tender will be terminated & EMD/SD/Bills pending with company will stand forfeited to BSNL and the contractor will be debarred from participation of any tender of this company in future.

Certify that I/We read and agree with all the terms and conditions, specifications included in the tender document & offer to execute the work at the rates quoted in the schedule. If I/We fail to enter in to the agreement & commence the work in time the EMD/SD as deposited will stand forfeited to the BSNL.

**Signature of the tenderer  
along with date & seal**

**Signature of the bidder**

**SECTION-XIII**

**DECLARATION REGARDING BLACKLISTING / DEBARRING FROM TAKING PART IN GOVERNMENT TENDER BY DOT / MTNL / GOVT. DEPT. / PSU**

*(To Be Executed On non-judicial stamp paper Of Rs. 20/- by the tenderer)*

I/We:-

Proprietor/ Partner/ Director(s) of M/s

.....

Hereby declare that the firm/ company namely M/s

.....

..... Has not been blacklisted or debarred in the past by DOT/BSNL/ or any other Government / Semi government organization from taking part in the Govt. tenders

In case the above information is found false I/we are fully aware that the tender / contract will be rejected / cancelled by the General Manager (CMTS),Bhubaneswar & EMD /SD shall stand forfeited along with any suitable action as deemed fit..

Place

Signature

Seal of the firm

Capacity in which is signed

Date

Name Address of the firm:

**Signature of the bidder**