



BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

O/o CGM, BSNL, ODISHA TELECOM CIRCLE,
BHUBANESWAR-751001

BID DOCUMENT

NO.TD-02/HOUSE KEEPING/2014-15/03

dated 20.06.2014

OPEN TENDER FOR PROVIDINGHOUSE KEEPING SERVICE
FOR

BHARAT SANCHAR NIGAMLIMITED,
O/o CGM, BSNL, ODISHA TELECOM CIRCLE,
BHUBANESWAR-751001

Issued to: _____

Date of issue: _____

Price Rs. 525/-

Issuing Authority

TD-02/House keeping/2014-15/03 Dated at Bhubaneswar the 20th June'2014



BHARAT SANCHAR NIGAM LTD.

**OPEN TENDER FOR PROVIDING
HOUSE KEEPING SERVICE FOR
BHARAT SANCHAR NIGAM LIMITED
O/O CGM, BSNL, ODISHA TELECOM CIRCLE,
BHUBANESWAR-751001.**

Tender No : TD-02/House keeping/2014-15/03
Dated at Bhubaneswar the 20th June'2014

Cost of Tender Form : Rs.525/-

Estimated cost of Tender : Rs. 5, 00,000/-

Date of sale of tender document: From 21 .06.2014 to 10 .07.2014
(From 11.00 hrs to 17.00hrs on working days)

Tender document available from: SDE (Staff), O/o CGM, BSNL, Odisha Telecom Circle, BBSR

Date of submission : On 11.07.2014 up to 15.00hrs

Date of Opening : On 11.07.2014 at 16.00hrs

**BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
O/O CGM, BSNL, ODISHA TELECOM CIRCLE,
BHUBANESWAR-751001**

Issued by: SDE (Staff),
O/o CGM, BSNL, Odisha Telecom Circle,
Bhubaneswar-751001.

Issued to: M/s:

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SECTION- 1

O/o Chief General Manager.

BSNL,Odisha Telecom Circle,

Unit-III, PMG Square,

Bhubaneswar-751001

Tel. No-0674-2394400

Fax No-0674-2392200



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

NOTICE INVITING TENDER FOR PROVIDING HOUSING KEEPING SERVICES

TENDER NO. TD-02/House keeping/2014-15/03 Dated at Bhubaneswar the 20th June'2014

Sealed Tenders under two bid system are invited on behalf of BSNL by CGM, BSNL, Odisha Telecom Circle, Bhubaneswar from eligible bidders for providing House Keeping Services to the O/o CGM, BSNL,Odisha Telecom Circle, Bhubaneswar situated in different buildings for a period of **one year**.

The intending Bidders may obtain Tender Documents from the SDE(Staff), O/o CGM, BSNL, Odisha Telecom Circle, , CGMT Building, Unit-III, Bhubaneswar-751001; on payment of **Rs 525/-** (Rupees Five Hundred twenty five only) non-refundable in cash with AO(A&P) or in the form of crossed DD in favour of AO(A & P), O/o CGM, BSNL, Odisha Telecom Circle, Bhubaneswar **w.e.f.21,06,2014 to 10.07.2014** between 11.00 hours and 17.00 hours on all working days. The completed sealed tenders accompanied the bid security in the form of D.D. or bank guarantee will be Rs. 10,000/-(Rupees Ten thousand only) only will be received up-to **15.00** hours of 11.07.2014 and the same will be opened at **16.00** hours on the same day in presence of bidders or their authorized representatives. Tenders received without EMD in prescribed form will be summarily rejected.

Tender documents and other details can also be downloaded by visiting our website at www.orissa.bsnl.co.in and the bidders who submit tender form downloaded from the website shall enclose Demand Draft of Rs.525/-(Rupees Five Hundred twenty five only) in favour of AO(A & P), O/o CGM, BSNL, Odisha Telecom Circle, Bhubaneswar towards the cost of Tender Document while submitting the bids.

Sd/-

Dy. General Manager(HR & Admn.)
For CGM, BSNL, OdishaS Telecom Circle,
Bhubaneswar-751001

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 Services at the following locations.

Sl.No	Location	Approximate Plinth Area *	No of Toilets*
1	CGMT Office at CGMT Building, Unit-III, Bhubaneswar	1655 Sq. Mtr	10
2	CGMT Office portion at Door Sanchar Bhawan, Unit-IX, Bhubaneswar	915 Sq. Mtr.	Nil
3	CGMT Office portion at 2 nd Floor, CTO Building, Unit-III, Bhubaneswar	318 Sq. Mtr.	02
4	CGMT Office portion i.e O/o DE,RRC,2 nd floor. Door Sanchar Bhawan, Unit-IX,BBSR	300Sq.Mtr.	Nil
5	RTSD,Satyanagar,Bhubaneswar	2037Sq.Mtr.	08

* The area under house keeping services can be increased or decreased at the discretion of BSNL.

2. **Services:-**

The House Keeping Services cover the entire cleaning and upkeep of office premises. 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 materials from all rooms/halls/pantries/staircases daily
- ❖ Removal of cobwebs.
- ❖ Cleaning pantries/toilets/wash basins 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 in a week and as and when required during the week.
- ❖ Polishing of floors at least once in a month/ as when required.
- ❖ Washing of floors with detergent once in 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.

2.2 Toiletries and other cleaning materials to be provided should be of high quality.

3. **Period of Contract:-**

The period of contract is initially for a period of **one year** and is extendable for another **Three months** by tenderer unilaterally.

3. Instruction to Bidders

1. Eligibility Criteria:

- a) Registered Office or one of the branch offices of the bidder should be located in Bhubaneswar.
- b) The bidder must be registered under labour laws for running the house keeping service from the specified address and in possession of labour license. A copy should be enclosed in proof of the same.
- c) The bidder should have minimum experience of two years for similar type of contract of providing house keeping service to Govt. Organisation or any large Public Sector(Central/State) during last two years i.e 2012-13 & 2013-14..
- d) The bidder should have PAN/VAT/Service Tax Registration.
Relevant copy should be enclosed proof of the same with latest Returns(IT and ST)
- e) The bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts. Relevant copy(ies) should be enclosed with latest return and document of up to date deposit of all months.
- f) The bidder should have a minimum financial turn over of Rs. 5 lakhs per annum during last two financial year's i.e 2012-13 & 2013-14.

2. Cost of Bidding

The bidder shall bear all costs associated with preparation and submission of the bid. BSNL in no case be responsible for these costs regardless of the conduct of 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 the contract if any
- e) *Bid Form
- f) EMD Form
- g) Performance Security Bond Form
- h) Documents in support of eligibility condition as per 1(a) to (f)
- i) Certificate/ undertaking of non-participation of near/ close relative of BSNL employee(If there are more than one Owner/ Directors, Separate certificate from each is required)
- j) Performance certificate.
- k) Agreement(Spcimen copy)
*Each page should be duly signed & stamped by authorized 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 Document 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 03 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.

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 will be notified on our website also.

5. Documents comprising the bid.

1. Documentary evidence established in accordance with clause **Para-1page-3)** that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
2. EMD furnished is in accordance with Para-8(Page-5)
3. Bid Form and Price Schedule completed in accordance with Para-6 & 7(Page-4)
4. Partnership Deed in case of Partnership Firm or original affidavit regarding proprietorship duly notarised or Articles/Memorandum of Association in case of company as the case may be.
5. The bidder shall furnish the particulars of his past performance with PSU/Government agencies.(FORM-IV of Section IV)
6. Non-participation of any close relative as per Section III in Form-IV.
7. A clause by clause compliance as per Clause 9.3(Page.5).
8. Original copy of power of attorney duly notarized in case of tender document is not signed by proprietor/partner/director to their authorized signatory.

6. BID FORM

The bidder shall complete the Bid Form as per Form- I of section-III and the appropriate price schedule (Form-1 of Section IV) furnished in the bid document covering the service to be rendered.

7. PRICE BID

- I. The contractor shall quote as per price schedule for all types of work given in the schedule of requirement (as per Form-I) Section-IV.
- 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 inputs prices or cost of labours etc. No escalation during the period of contract would be allowed on any account.

8. EARNEST MONEY DEPOSIT(EMD)

- 8.1 The bidder shall furnish as part of his bid a bid security in favour of “Bharat Sanchar Nigam Limited (BSNL) , Bhubaneswar in the form of D.D. or Bank Guarantee for an amount of Rs.10,000/-(Rupees Ten Thousand)only issued by scheduled Bank in India and should be valid for a period of 180 days from the date of tender opening.
- 8.2 The bid security is required to protect the BSNL against the risk of bidder’s conduct, which would warrant the security’s forfeiture, pursuant to Para 8.6.
- 8.3 A bid not secured in accordance with Para 8.1 & 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 of unsuccessful bidder will be discharged/returned as promptly as possible as but not later than 30 days after the expiry of the period of the bid validity prescribed by the BSNL
- 8.5 The successful bidder’s bid security will be discharged upon the bidder’s acceptance of the Letter of Intent satisfactorily in accordance with clause 18 of page-9 and furnishing the performance security.
- 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 or part thereof
 - c) In both the above case 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 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 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 of the tender document. In case of deviation, a statement of deviation shall be given separately.

10.1 VERIFICATION OF DOCUMENTS AND CERTIFICATES

- (i) The bidder will verify the genuineness and correction of all documents and certificates, including experience/performance certificate, issued either by the bidder or any other firms/associate before submitting them in the bid .Onus proving genuineness of the submitted documents would rest with the bidder.
- (ii) As per requirements of tender's conditions , if any documents/papers/certificate submitted by the participant bidder is found to be false/fabricated/tampered/manipulated at any stage during bid evaluation or award of contract, then the bid security(EMD) of the bidder would be forfeited and the bidder would be disqualified from the tender.Action would also be taken for banning of business dealing with the defaulting firm.In case contract has already awarded to the bidder, then performance Security would be forfeited and the contract would be rescind/annulled and BSNL would be at liberty to procure the ordered services from any other source at the risk and cost of the defaulting bidder.Action would also be taken for banning dealing with defaulting firm.
- (iii) To obviate any possibility of doubt and dispute and maintain veracity of the documents/papers/certificates, the document conforming to eligibility part will be submitted by the participant bidder in a separate cover fully stamped and signed by the authorized signatory along with bid security of requisite amount and will be opened at the time of tender opening. The documents/papers to be submitted in a separate cover will be signed by the in charge of the tender opening team and the authorized representative of the bidder company and will be kept preserved alongwith the original bid and in case of any dispute this paper will be treated as authentic one.

10.2

- a) The envelopes shall be addressed at the following address:
Dy General Manager (HR & Admn.)
O/o CGM, BSNL, Odisha Telecom Circle,
1st Floor, CGMT Building, Unit-III,
Bhubaneswar-751001
- b) The envelope shall bear the Tender Number and the words
“DO NOT OPEN BEFORE” (Due date and time)
- c) The inner and outer envelope shall indicate the name and address of the bidders to enable the bid to be return unopened in case it is declared “late” or rejected.
- d) Tender may be sent by Registered Post/delivered in person in the **TENDER BOX kept in the chamber of DGM(HR & Admn.), 1st Floor, CGMT Building, Unit –III, Bhubaneswar.** The responsibility for ensuring that tenders are delivered in time would vest with the bidder.
- e) Bids delivered in person on the day of tender opening shall be delivered up to 15.00hours to the address given in 10.2(d) above. Registered bid should reach by 15.00 hours of date of opening of Tender. The purchaser shall not be responsible if the bids are delivered elsewhere.
- f) **Venue of the Tender Opening:** Tender will be opened in the **Conference Hall, 2nd Floor, O/o CGM, BSNL, Odisha Telecom Circle, CGMT Building, Unit-III, Bhubaneswar at 16.00 hours** on the due date. If due to administrative reason, the venue of Bid Opening is changed, it will be displayed prominently in the Notice Board on the Ground Floor of the CGMT, Building.

11. SUBMISSION OF BIDS

- 11.1 The Bids should be submitted in three envelopes.The first envelopes shall contain the technical bid which shall contain the documents establishing the bidder eligibility as per clause 3(1) and 3(5) of the Section1.The second envelope shall contain the bid security as per clause 3(8) of Section-1.

The third envelope shall contain Financial Bid as per Form 1of Section IV.All three envelopes should be sealed and duly marked as Technical Bid, Bid Security and Financial Bid should be placed in a bigger envelope and superscribed as “Tender for providing House Keeping Service to be opened on 08.07.2014.

- 11.2 The inner and outer envelopes should indicate the name and address of the bidder and should be addressed to Dy General Manager (HR & Admn.)O/o CGM, BSNL, Odisha Telecom Circle,1st Floor, CGMT Building, Unit-III,Bhubaneswar-751001and sent by registered post or delivered in person so as reach the office on or before 15.00 hours of due date.
- 11.3 The responsibility for ensuring that the tenders are delivered in time would rest with the bidder.BSNL shall not be responsible if the bids are delivered elsewhere.
- 11.4 Any bid received after the dead line for submission of bids shall be rejected and returned the bidder unopened.
- 11.5 If the envelopes are not sealed and marked as required, the bid shall be rejected.
- 11.6 BSNL may at its discretion, extend this deadline for the submission of the Bids by amending the Bid Document in accordance with clause 3.4.
- 11.7 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 instruction to bidders, no bid shall be modified subsequent to the deadline for submission of bids.

14 OPENING OF BIDS BY PURCHASER:

- 14.1 The bid shall be opened by the officer designated by BSNL, in the presence of the bidder's or their authorized representative (Maximum of two representative of any bidder) on the date at the **CONFERENCE HALL, 2nd Floor, CGMT Building,Unit-III, Bhubaneswar-751001.**
- 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 of 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 bidders/companies present on the occasion.

The In-charge 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 In-charge 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 may at its discretion ask the bidder for the clarification of its bid. The request for the clarification and 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 error 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 substantial responsive bid document is one, which confirms to all terms and conditions of bid documents without material deviation. The BSNL determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as substantially non-responsive will be rejected by BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

16.3 BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or after 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 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 conforms 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 package basis of the total monthly cost of House Keeping of area (Building Area, Garage Area and open area) as per Para I- Quantum of work under scope corresponding to rates quoted under Price Schedule of Form of tender document.

17.5 The bidder with the lowest package cost may be considered for placement of order.

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 up to 25% of the tendered area of services specified in the scheduled of requirements without any change in hiring charges of the offered area other terms and conditions. However as stated in clause 1.1 of Section I, BSNL shall place order as per actual requirements only from time to time.

20 SIGNING OF CONTRACT

20.1 Signing of Agreement shall construe the award of House Keeping contract on the Bidder.

20.2 Upon the successful Bidder furnishing The Performance Security in pursuant to clause 2.1 of Section II , the BSNL shall discharge the EMD in pursuant to Para 8 Section-I.

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.

SECTION-II

1. 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 contract value only within 10 days of issuance of Letter of Intent, as Performance Security.

2.2 Performance Security shall be submitted in the form of DD/Bank Guarantee issued by a scheduled Bank and the proforma is provided at Form II of the Bid Document.

2.3 Performance Security will be discharged after completion of the 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 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.

4.0 REMOVAL FROM WORK:

The Contractors shall be removed from the work under the following circumstances:

- a) If the Contractor is convicted under a criminal act.
- b) If the Contractor has been found guilty of adopting corrupt practice.
- c) If the Contractor has become insolvent.

4.1 BLACKLISTING OF CONTRACTOR INCLUDING REMOVAL FROM WORK:

The contractor shall be black listed for a specific period under any of the following circumstances :

- a) If the contractor fails to execute the contract or execute it unsatisfactorily or it is proved to be responsible for constructional defects.
- b) If the contracts awarded to the contractor, anywhere in the department have been rescinded by the Contractor.
- c) If the contractor is litigious by nature or has violated any important condition of the contract.
- d) If the contractor is found to have given false information at the time of enlistment.
- e) If the Contractor persistently violates the labour regulations and other contract laws.
- f) If the contractor has been found involved in unethical business practices.
- g) If the contractor has been found adopting wrongful means to influence the departmental authorities/Officers of BSNL.
- h) In addition the condition stated in clause 6(VIII) below.

The black listed contractor shall not be allowed to participate in future tenders.

4.2 PERIOD FOR REMOVAL/BLACK LISTING:

a) REMOVAL

The contractor who has been removed from the selection shall not be allowed to participate in the tenders anywhere in BSNL

b) BLACK LISTING:

The contractor who has been black listed shall not be allowed to participate in the tenders any where in BSNL for a period as specified in the order from the date of issue of orders of blacklisting.

The action or removal/black listing will impact the economic interest of the contractor and therefore it is likely that the contractor may seek recourse to legal action, it is therefore incumbent on the part of competent authority to ensure that proper & adequate ground exists for such decision. However for proper & timely execution of works, the terms & conditions should be observed meticulously and appropriate & timely action should be initiated against the contractor(s) if delays, lapses or violations are observed without waiting for their repetitions. **Timely execution of works with requisite quality at competitive costs is the essence of the contract system.**

5.0-UNDERTAKING: The contractor shall give undertaking :

- a) That the persons to be engaged are adult and in good physique and sound health and holding a minimum educational qualification (with workable knowledge of reading, speaking and writing in English, Hindi & Oriya) to discharge the responsibility of work bestowed on them;
- b) That the persons will be paid at least the Minimum Wages as per Minimum Wages Act and other prevalent Acts & Rules as ordered by the competent authority of CGM,BSNL,Odisha Telecom Circle, BBSR from time to time.
- c) That the monthly contributions on account of EPF & ESI etc. as applicable under relevant rules for engagement of the persons will be paid by the contractor/firm in one time to the appropriate authorities and the receipt thereof would be produced to the appropriate authority/authorities of CGM, BSNL, Odisha Telecom Circle,BBSR /Statutory bodies/Govt. Departments on month to month basis before clearance of dues of a particular month;
- d) That the contractor will be held responsible for any damage caused by his person/persons to the property of BSNL intentionally or unintentionally in course of discharging of the work assigned to them or otherwise and the decision of the competent authority of CGM,BSNL,Odisha Telecom Circle, BBSR in regard to the determination of such compensation shall be final and conclusive;
- e) That the persons will be allowed weekly off as per prevalent labour laws at the cost of the Contractor firm;
- f) That CGM,BSNL,Odisha Telecom Circle, BBSR will not be responsible to pay any other charges or Costs/Compensation/Damage for engagement of such persons except within the ceiling of rates specified by the competent authority of CGM,BSNL,Odisha Telecom Circle, BBSR from time to time.
- g) That the persons will not be entitled to avail of any paid holiday other than weekly off day.
- h) That due to administrative or any other reason(s), if no work is allotted or assigned to the persons for housekeeping contract for any day(s) that will be treated as “no work no pay” basis.
- i) That the persons will sign attendance register to be separately maintained for settlement of claims. In case of absence except on weekly off, the day/days will be treated as “No work No pay” basis.
- j) That the claim for payment of Bonus/Gratuity or any other to the persons engaged by the contractor for housekeeping contract will not be considered by CGMT,BSNL, BBSR.

6.0 LEGAL OBLIGATION:

- I. The Contractor shall have a valid license as per the Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (R & A) Central Rules, 1971 from the Registering Officer and Asstt. Labour Commissioner (Central), and from other Government/Statutory Authorities as required under Rules.
- II. The monthly contributions on account of EPF & ESI etc. as applicable under relevant rules from time to time for engagement of persons will be paid by the contractor to the appropriate authorities and receipt thereof would be produced to the appropriate authorities O/o CGM,BSNL,Odisha Telecom Circle,BBSR on month to month basis before clearance of dues of a particular month.
- III. The contractor shall be solely responsible for any untoward happenings to his engaged persons for housekeeping contract work from the security point of view.
- IV. Absolute loyalty/Secrecy of information on BSNL is expected from the persons so engaged by the Contractor for the services requisitioned by BSNL. If any sort of breach of loyalty/misconduct with the Staff or Officers or Customers or Clients directly or indirectly related to the BSNL is noticed, the Contractor will be legally bound to withdraw that/those person/persons immediately on a written request from the competent authority of BSNL, failing which the contract will be liable for termination without any further notice.
- V. The Contractor shall also be liable to compensate BSNL for any loss sustained to BSNL on account of Misbehavior/Leakage of information directly or indirectly attributed to the interest of BSNL to its Officers/Staff/Customers/Clients/other related parties etc. as will be determined by the competent authority of BSNL.

- VI. The Contractor shall abide by all the provisions of the above said Acts, Rules etc. with regard to the engagement of the persons for housekeeping contract.
- VII. The Contractor shall satisfy all the queries asked for by the representatives/Authorities of the Labour Commissioner, EPF Commissioner and ESI/BSNL etc. and produce all relevant documents during their inspections.
- VIII. The Contractor shall submit the following documents along with the monthly bill of housekeeping contract works(clause-7.0)
- a) Certificate that he/it has remitted the EPF & ESI contributions of the Employers and of the persons to the Govt. of India authority concerned within the stipulated time along with documents of proof.
 - b) That he/it has paid the minimum wages to the persons engaged by him as per the Minimum Wages Act in force at that time.
 - c) That he/it has paid Service Tax and education cess to concerned authority along with documents for payment.

7.0 DOCUMENTS TO BE SUBMITTED BY CONTRACTOR WHILE SETTLING MONTHLY BILL

- a) Bills should be submitted on monthly basis within 2nd week of the following months.
- b) ESI & EPF Challan showing the payment in respect of labour deployed by the contractor must be accompanied in each bill
- c) Details of Monthly returns sent under the EPF Act
- d) If the Returns sent are not conclusive proof of payment of deductions by the Contractor, then a declaration may be taken on a monthly basis.
- e) If it is a period of returns then the copy of the Annual/ Half –Yearly Returns for EPF / ESI may be asked for which would give detailed statements of payments against each worker.
- f) Copy of Attendance/Wage Register of the labours deployed (indicating names) by the contractor must be accompanied in each bill duly signed by the contractor and authorized representative of BSNL.
- g) Service Tax registration number of the approved firm must be accompanied in each bill.
- h) All payments will be made through A/C payee Cheque only from the Accounts Officer (A&P),O/o CGM,BSNL,Odisha Telecom Circle,BBSR.
- i) All payments are subject to deduction of Income Tax/Service Tax etc. as applicable from time to time.

8.0 PENALTY

- a) Security deposit will be forfeited for unsatisfactory service/unpaid amount of contributions to EPF Commissioner, ESI etc./Compensation as fixed by the competent authority of BSNL, if any.
- b) The penalty etc. as per clause (a) above will be adjusted from the security deposit till it exceeds 50% of the deposit amount at which point, the CGM,BSNL,Odisha Telecom Circle,BBSR reserves the right to cancel the contract. In such cases, the full amount of security deposit shall be forfeited by the CGM,BSNL,Odisha Telecom Circle,BBSR.
- c) 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.
- d) If non-execution of desired works is observed repeatedly (more than 5 times) the action for rescinding the contract will be initiated by BSNL.

9. DO's & DON'Ts OF CONTRACT LABOUR ENGAGEMENT

1. The Contractor should possess a valid license to take up the works in an establishment or organization.
2. Every establishment which engages contract labour should obtain a Certificate of Registration under the Contract Labour (R & A) Act, 1970.
3. The work of the contractor should never be supervised or administered by the officers of the principal employer. In other words, the element of supervision, control and direction should only be from the contractor and not from the principal employer.
4. The establishment in the first instance, must ensure that they have got a registration certificate from the competent authority as provided under the Contract Labour (R & A) Act, 1970 before proceeding to engage the contract labour.
5. The establishment must ensure that they issue certificate in Form – V to the contractor for obtaining license as provided under the Act.
6. It must be ensured that the contractor who is employing more than 20 persons has a valid license issued in his name by the competent authority as provided under the Act.
7. The payment of wages to the employees employed by the contractor is disbursed to his employees by the contractor himself or his nominee and principal employer has to depute his representative to be present and sign the payment register in token of having disbursed the salary in his presence by the contractor if required.
8. There should not be any supervision and control by the principal employer in respect of employees employed by the contractor to fulfill the obligation of the contract.
9. The work for which contract labour is engaged is not of perennial in nature.
10. Discipline of the employees of the contractor in the discharge of duties must be regulated by the contractor and not by the principal employer.
11. Contract should not specify the number of persons required but must quantify the work itself.
12. Leave to the employees of contractor must be sanctioned by the contractor and not by the principal employer.
13. No advance should be paid by the principal employer to the contractor's employees directly. Only contractor must regulate the same.
14. Maintenance of all type of record in respect of the employees employed by the contractor should be his own responsibility and principal employer should not intervene in such matters.
15. If the establishment is covered by the Employees' Provident Fund & Misc. Provisions Act and the Employees' State Insurance Act then the preference should be given to those contractors who have their own code numbers under these Acts.
16. To ensure to submit annual return to the prescribed authority in the prescribed form under the Act.
17. The contractor should submit the printed bills and sign under the Rubber Stamp. The bill should carry the service Tax Registration Number.
18. The contractor should maintain records through his staff and not by the staff of principal employer.
19. The contractor's labour should do only the specific work agreed by the contractor.
20. The contractor should issue the photo identity card to his workers under his name, trading style and signature.

10. ESSENTIAL INGREDIENTS OF A CONTRACT AGREEMENT WITH CONTRACTOR

1. The agreement should be drafted and executed on non-judicial stamp paper.
2. The agreement must disclose the names and addresses of the Contractor and the principal employer.
3. The agreement must contain the rights and obligation of both the parties.
4. The agreement must disclose the place of work, time of working, rate of compensation (towards consideration) and consequences arising out of breach of contract and procedure for termination by either of the parties to the agreement.

5. The agreement must disclose the scope of work, deployment of manpower in number, period of validity, compensation, security deposit and terms of payment of bills.
6. The agreement should be between the contractor and the principal employer and should be witnessed by two witnesses.
7. The agreement should disclose the name and address of the contractor.
8. The agreement should disclose the exact nature of job to be assigned.
9. The agreement should narrate the job actually to be performed.
10. The agreement should ensure and disclose the obligations to pay the minimum wages as applicable.

11.0- PERIOD:-The accepted rates will be operative ordinarily for the period of **one year** from the date of acceptance. CGM,BSNL,Odisha Telecom Circle,BBSR may extend **03(Three) months** more (with the consent of the contractor) or reduce the period if necessary at the same terms and conditions and rates as per administrative convenience under estimated cost of the work.

11.1 The Department at the time of award of work under the contract, reserves the right to decrease or increase the work by up to 25% of the total quantum of work specified in the schedule of requirements without any change in the rates or other terms and conditions.

11.2.LABOUR LICENSE:-

- a) The successful tenderer should submit registration of license for engaging contract Labours from the Labour Commissioner office, within 15 days from the date of awarding the contract work, failing which, the contract will be treated as cancelled.
- b) All the expenditure/fees regarding registration of license should borne by the contractor. BSNL will not pay anything for the above said work.

11.3.EPF: -

Provision act 1952 and EPF scheme 1952 in respect of labours/employees engaged by them for performing the works of BSNL and also the bills of the tenderer must accompany the (i) The list showing the details of labours/employees engaged. (ii) Duration of engagement. (iii) The amount of wages paid to such of labours/employees for the duration in question.(iv) Amount of EPF contributions (both employee/employer) for the duration of engagement in question, paid to the EPF authority.(iv) Copies of authenticated documents of payment of such contribution to EPF authority end.(vi) A declaration from the contractors regarding the compliance of the condition of the EPF act 1952.

12.TERMINATION OF CONTRACT

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

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

12.3.BSNL without prejudice fails to perform any other obligation(s) under the contract.

12.4.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.

13.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.

14. FORCE MAJURE CLAUSE

- a) If at any time, during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this Contract be prevented or delayed by reason of:
 - Any war or hostility
 - Acts of public enemy, civil commotion, sabotage, explosions
 - Effects of flood, epidemics, quarantine restrictions, freight embargoes
 - General strikes, Bands
 - Acts of God

Hereinafter referred to as EVENT, neither party shall, by reason of such EVENT, be enlisted to terminate this Contract, nor shall any party have any claim to the damages against the other in respect of such non-performance or delay in performance, provided that notice of happening, of any such EVENT is given by either party to the other within 7 (seven) days from the date of occurrence of the EVENT.

b) If a Force Majeure EVENT occurs, the Contractor shall promptly notify the Tenderee in writing of such conditions and the cause thereof. Unless otherwise directed by the Tenderee in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure EVENT.

c) Expected Work under this Contract shall resume as soon as practicable after such EVENT comes to an end or ceases to exist. The decision of the Chief General Manager, BSNL, Odisha Telecom Circle, BBSR as to whether the situation has become normal or not, shall be final and conclusive.

d) 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 (sixty) days, either party may, at his/their option, terminate this Contract.

15. ARBITRATION

In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, BSNL, Odisha Telecom Circle, BBSR or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the Officer for the time being entrusted whether in addition to the functions of the Chief General Manager, Orissa Telecom Circle, BBSR or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, BSNL, Odisha Telecom Circle, BBSR or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the Chief General Manager, BSNL, Odisha Telecom Circle, BBSR 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 thereunder, 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 office of the CGM, BSNL Odisha, Telecom Circle, BBSR at Bhubaneswar or such other place as the arbitrator may decide.

16. 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 to be paid by the contract or arising out of this contract or under any other contract made by the contractor with BSNL.

17. The Tenderer should give a certificate that none of his/her near relative is working anywhere in whole of the BSNL. In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all partners and in case of limited company by all the directors of the company. Any breach of these conditions by the company, or firm or any other person, the tender /work will be cancelled and 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 person will also be debarred for further participation in any tender of BSNL, Orissa Telecom Circle.

The near relative 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 manners, 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), father-in-law, mother-in-law, grandfather, grandmother, grandsons, granddaughters, uncles, aunts, first cousins, nephews, nieces relationship established by legal adoptions.

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 “Instruction 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 CGM, BSNL, Orissa Telecom Circle, Bhubaneswar and in case the said CGM, BSNL, Orissa 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 and allied benefits such as leave, ESI, PF, Gratuity and Bonus etc. shall be paid by the contractor and BSNL shall not incur any liability or additional expenditure whatsoever for personnel deployed.
 - (b) It is mandatory that the employees must be paid through cheques/e-payment mode only.
7. No sub-contracting is permissible by BSNL.
8. The contractor shall assign the job of providing House Keeping Service only to qualified experienced workers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while performing duties. BSNL shall have no direct or indirect liability arising out of such negligent, careless work which is an offence under relevant section under IPC and any loss caused to BSNL have to be compensated by contractor.
9. The contractor shall also ensure effective supervision of the House Keeping Services for efficient service in all locations.

10. The contractor would ensure healthy industrial relations with his staff and settle workers grievances without disruption of the House Keeping Services.
11. The contractor shall issue name badges to all its representatives and ensure that they wear them while on duty. Contractor shall issue to all its workers identity cards bearing their photographs. This shall be ensured by the contractor without any extra cost to BSNL.
12. BSNL reserves right to offer counter offer price(s) against price(s) quoted by the contractor.
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/workers 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

TendeNo.

Dated.....

A: (Name & Address of the Purchaser)

Dear Sir,

1. I/we, undersigned, offer to provide House Keeping Services in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. I/We undertake, to enter into agreement within one week of being called upon to do so and to bear all expenses including charges for stamps etc. and that the agreement will be binding on me/us.
3. If my/our Bid is accepted, I/we will obtain the guarantee from a Scheduled Bank for an amount to 5% of the contract sum for the due performance of the contract.
4. I/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 me/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 me/us is properly sealed and prepared so as to prevent any subsequent and replacement we have submitted EMD of Rs. 10,000/- (Rupees Ten Thousand) only in the form of D.D./B.G. (D.D. drawn in favour of AO(A&P) O/o CGM, BSNL, Odisha Telecom Circle, Bhubaneswar) in the prescribed proforma along with the Bid.
7. I/We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this....day of.....2014

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 Ltd., CGM,BSNL, Odisha Telecom Circle,Bhubaneswar (here in after called the BSNL, Bhubaneswar) having agreed to exempt _____

_____ (hereinafter called the said contractor(s) from the demand of security deposit of Rs. _____ on production of Bank Guarantee for Rs. _____

for the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement dated _____ and Tender document No.....(Herein after referred to as agreement) in connection with the contract for supply of _____

_____ I/ we, (name of the bank) _____

(herein after referred to as "The Bank") at the request of _____

(Contractor'(s) do hereby undertake to pay to the BSNL, Bhubaneswar 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, Bhubaneswar 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, _____ by reason of breach by the said contractor(s) of any of the terms and 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, Bhubaneswar 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, Bhubaneswar any money so demanded not withstanding 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 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 agrees 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, _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL, Bhubaneswar certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless demand or claim under this guarantee is made on us in writing on or before this expiry of ONE YEAR from the date hereof, we shall be discharged from all liability under this guarantee there after.

5. We (name of the bank) further agree with the BSNL, Bhubaneswar that the BSNL, Bhubaneswar 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, Bhubaneswar 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, Bhubaneswar or indulgence by the BSNL, Bhubaneswar 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 under take 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)

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

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on/...../2014 or before the date of bid opening)

To

The Dy.General Manager (HR & Admn.)
O/o CGM, BSNL, Odisha Telecom Circle,
Bhubaneswar-751001

Subject: - Authorization for attending bid opening on _____ (date)
In the Tender of _____

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

Order of Preference	Name	Specimen Signature
----------------------------	-------------	---------------------------

I.

II.

Alternate Representative

Signature of Bidder

or

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

Note:

1. Maximum of two representatives for a bidder will be permitted to attend bid opening. In case 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.

(Certificate on non-participation of near relatives in the tender called for House Keeping Services for the O/o CGM, BSNL, Odisha Telecom Circle, Bhubaneswar vide Tender

No. _____

CERTIFICATE

I _____ Son of/Wife of _____
R/o _____ hereby certify that none of my relative(s) as defined in the Section II.I clause II of tender documents is/are employed anywhere 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 have the absolute right to take any action as deemed fit/ without any prior notice to me.

Signed with seal*

For and on behalf of the Agency

Name(Capital) _____

Position _____

Date.

*Note: In case of proprietorship firm, certificate will be given by the proprietor, for partnership firm, certificate will be given by all the partners and for Limited. Company certificate will be issued by all the Directors of the Company.

SECTION IV

FORM I

PRICE SCHEDULE**Schedule of Requirement and rates for House Keeping Services.****NAME OF THE PARTY:**

MONTHLY RATE FOR HOUSE KEEPING SERVICES AS PER REQUIREMENT

Description of work	Location where the services are required(Specified in 2.1 of Section I (Page-2)	Rate for sq.mtr. of area(with materials) excluding Tax complaints	Tax/levies if any	Composite price per sq.mtr.of area with material and inclusive of all levies/ taxes

I agree to all the causes and terms and conditions laid down in the tender/bid document.

Signature and seal

BID SECURITY FORM

No.....

Date.....

To,

The DGM(HR & Admn.)
O/o CGM, BSNL, Odishaa Telecom Circle,
1st floor, CGMT,Building , Unit III,
Bhubaneswar-751001

Whereas(hereinafter called” the Bidder”) has submitted its Bid dated for services of House Keeping vide Tender No..... dated..... KNOW ALL MEN by these presents that WE..... of having our registered office at (hereinafter called” the Banker”) are bound onto 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 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 Instruction 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 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 Section I of this 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 latter than the specified date/dates.

Name & Signature of witness
Address of the witness

Signature of the Bank Authority

Name

Signed in capacity of

Full address of the Branch
Tel.No of the Branch
Fax No of the Branch

AGENCY DETAILS

(Including performance records, financial viability etc.)

Name of Agency/ Company:

Owner's Name/ Director's Name:

EPF Registration No.:

ESI Registration No.:

PAN No.:

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 the 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

PERFORMANCE CERTIFICATE

Certified that M/s..... has performed the work of House Keeping services in this PSU/Government Department, satisfactorily for the period fromto

Authorised signatory

Rubber Stamp

SPECIMEN COPY

AGREEMENT

The agreement is made at Bhubaneswar on this day of (month) (year)between

.....here in after called “ The Contractor (which expression shall unless executed by or repugnant to the context , include its successors, heir, executors, administrative representative and assignee) of the one part & Bharat Sanchar Nigam Limited represented by CGM,BSNL,Odisha Telecom Circle, Bhubaneswar as the second part.

Whereas the contractor has offered to enter into contract with M/s Bharat Sanchar Nigam Limited for the execution of work for providing Housekeeping services to the O/o the CGM,BSNL, Odisha Telecom Circle, Bhubaneswar as per Notice Inviting Tender (NIT) bearing the no-TD-02/Housekeeping/2014-2015/3 dated 20.06.2014 on the terms and conditions herein contained and the rates approved by competent authority and necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

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

The contractor, during the period of this contract that is to say from to, shall execute the work for providing Housekeeping services to the O/o the CGM,BSNL, Odisha Telecom Circle, Bhubaneswar as per Notice Inviting Tender (NIT) bearing the no-TD-02Housekeeping/2014-2015/3 dated 20.06.2014 earlier or until this contract determined by notice as is herein after mentioned. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.

The NIT (Notice Inviting Tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, such other additional particulars, instructions, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression “The Agreement “or” The Contract” wherever herein used.

The contractor shall abide by the terms and conditions, rules, guidelines, work practices, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and BSNL having bearing on execution of work and payments of work to be done under the contract.

Description of Work :-

The house keeping service covers (a) the entire cleaning and upkeep of the office premises of CGM,BSNL. Odisha Telecom Circle,Bhubaneswar. Work Order will be issued on monthly basis

Details of Job Description.

- ❖ Vacuum cleaning/sweeping and mopping of all floors daily as and when required during the day.
- ❖ Removal of garbage/packing materials from all rooms/ halls/ pantries/staircases daily.
- ❖ Removal of cobwebs.
- ❖ Cleaning of pantries/toilets/wash basins thrice a day.
- ❖ Cleaning of all windows/doors/balconies/roof once in a week as when required.
- ❖ Cleaning of dustbins and buckets with detergent at least once in a week and as and when required during the week.
- ❖ Polishing of floors at least once in a month/ as and when required.
- ❖ Washing of floors with detergent once in a week.
- ❖ Cleaning of carpets, sofa sets and curtains with vacuum cleaner once in a week.
- ❖ Proper cleaning of brass doors knobs and name plates with brasoo once in a week.
- ❖ Washing of Towels, dry cleaning of carpet, sofa as and when ordered.

TERMS AND CONDITIONS.

- ❖ The Contractor will be paid Rs. (RupeesOnly) per sq. mtr for house keeping services in the office of CGM, BSNL, Odisha located at various locations such as CGMT Building, Unit-III,Door Sanchar Bhawan, Unit-IX, Bhubaneswar including O/o DE(RRC), 2nd floor of CTO Building and all other jobs mentioned under Scope of work in section – I.(enclosed) on job contract basis in the tender paper.
- ❖ No sub-contracting is permissible.
- ❖ The contractor shall assign the job of providing House Keeping Service only to qualified experienced licensed workers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while performing duties. BSNL shall have no direct or indirect liability arising out of such negligent, careless work which is an offence under relevant section under IPC and any loss caused to BSNL have to be compensated by contractor.

- ❖ The contractor shall also ensure effective supervision of the House Keeping Services for efficient service in all locations.
- ❖ The contractor would ensure healthy industrial relations with his staff and settle workers grievances without disruption of the House Keeping Services.
- ❖ 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.
- ❖ BSNL reserves right to offer counter offer price(s) against price(s) quoted by the contractor.
- ❖ The contractor shall be liable for any legal dispute/case/claims that have arisen or may arise during the currency of the contract.
- ❖ The contractor shall be responsible for compliance of all the labour laws rules/ regulations and Govt. instructions that are/ will be applicable to and aimed to protect the interest of the employees/workers 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.
- ❖ The monthly contributions on account of EPF & ESI etc. as applicable under relevant rules for engagement of the persons will be paid to the appropriate authorities and the receipt thereof would be produced to the appropriate authority/authorities of CGM, BSNL, Odisha Telecom Circle, BBSR on month to month basis before clearance of dues of a particular month;
- ❖ The CGM,BSNLOdisha Telecom Circle, BBSR will not be responsible to pay any other charges or costs/Compensation/Damage for engagement of such persons except within the ceiling of rates specified by the competent authority of CGM,BSNL, Odisha Telecom Circle, BBSR from time to time.
- ❖ The contractor shall deposit the employees' contribution towards EPF and ESI against each person to the respective unit of Govt. of India. In addition ,the contribution of person engaged(i.e.employee's) towards EPF & ESI are to be deducted from the engaged persons wages and be deposited by the contractor to the respective units of Govt of India/Statutory Bodies/Other authorities as required under rules from time to time.
- ❖ The Contractor shall also be liable to compensate BSNL for any loss sustained to BSNL on account of Misbehavior/Leakage of information directly or indirectly attributed to the interest of BSNL to its Officers/Staff/Customers/Clients/other related parties etc. as will be determined by the competent authority of BSNL.
- ❖ The Contractor shall abide by all the provisions of the above said Acts, Rules etc. with regard to the engagement of the persons for housekeeping contract.
- ❖ The Contractor shall satisfy all the queries asked for by the representatives/Authorities of the Labour Commissioner, EPF Commissioner, ESI authorities and BSNL etc. and produce all relevant documents during their inspections.
- ❖ The Contractor shall submit the following documents along with the monthly bill of housekeeping contract works
 - Certificate that he/she has remitted the EPF & ESI contributions of the Employers and of the persons to the Govt. of India authority concerned within the stipulated time along with documents of proof.
 - That he/she has paid the minimum wages to the persons engaged by him as per the Minimum Wages Act in force at that time.
 - That he/she has paid Service Tax and education cess to concerned authority along with documents for payment.

- ESI & EPF Challan showing the payment in respect of labour deployed by the contractor
- must be accompanied in each bill
- Details of Monthly returns sent under the EPF Act
If the Returns sent are not conclusive proofs of payment of deductions by the Contractor, then a declaration may be taken on a monthly basis.
- If it is a period of returns then the copy of the Annual/ Half –Yearly Returns for EPF / ESI may be asked for which would give detailed statements of payments against each worker.
- Copy of Attendance/Wage Register of the labours deployed (indicating names) by the contractor must be accompanied in each bill duly signed by the contractor and authorized representative of BSNL.
- Service Tax registration number of the approved firm must be accompanied in each bill.
All payments will be made through A/C payee Cheque only from the Accounts Officer (A&P), O/o CGM,BSNL,Odisha Telecom Circle, BBSR.
All payments are subject to deduction of Income Tax/Service Tax etc. as applicable from time to time.
- ❖ Security deposit will be forfeited for unsatisfactory service/unpaid amount of contributions to EPF Commissioner, ESI etc./Compensation as fixed by the competent authority of BSNL, if any.
- ❖ The penalty etc. as per clause (a) above will be adjusted from the security deposit till it exceeds 50% of the deposit amount at which point, the CGMT, BSNL, BBSR reserves the right to cancel the contract. In such cases, the full amount of security deposit shall be forfeited to the CGM, BSNL, Odisha Telecom Circle, BBSR.
- ❖ 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 is observed repeatedly (more than 5 times) the action for rescinding the contract will be initiated by BSNL.
- ❖ The Department at the time of award of work under the contract, reserves the right to decrease or increase the work by up to **25%** of the total quantum of work specified in the schedule of requirements without any change in the rates or other terms and conditions.
- ❖ All the expenditure/fees regarding registration of license should borne by the contractor. BSNL will not pay anything for the above said work.
- ❖ BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.(a) If the contractor fails to provide service within the period(s) specified in the contract or any extension there of granted by BSNL(b) BSNL without prejudice fails to perform any other obligation(s) under the contract(c) 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.

Approved rates are inclusive of all taxes including service taxes as follows:-

Sl. No	Name & Address of the approved firm	Approved rate/sq mtr of area(with materials) (Rs)	Approved Rate for composite price per sq.mtr of area with materials & inclusive of all levies/Taxes	Remark
1.				

The accepted rates will be operative ordinarily for the period of **one year** from the date of acceptance i.e. w.e.f. **to** . The CGM,BSNL, Odisha Telecom Circle, BBSR may extend **3 months** more (with the consent of the contractor) or reduce the period if necessary at the same terms and conditions and rates as per administrative convenience under estimated cost of the work.

The contractor should produce the bill showing clearly the amount of service tax separately as admissible.

In witness whereof the parties present have here into set their respective hands and seals the day and year in

Above written:

Signed sealed & Delivered by
the above named Contractor in the presence of

Witness:

1.

2.

Signed & Delivered on behalf of BSNL

DGM(HR/Admn.)
O/o CGM, BSNL, Odisha Telecom Circle,
Bhubaneswar-751001.

Witness:

1.

2.

