

PART-A



BHARAT SANCHAR NIGAM LIMITED

(A Govt.of India Enterprise)

Office of the

Chief General Manager, Orissa Telecom Circle

Bhubaneswar-751001

BID DOCUMENT

NIT No. CGMT/SSS (Genl)/Tender/2009-10

**LIMITED TENDER FOR
Sweeping / cleaning of office rooms, premises, corridors and
toilets on job contract basis**

IN THE OFFICE OF THE
CHIEF GENERAL MANAGER, TELECOM
ORISSA CIRCLE, BHUBANESWAR

Price Rs.520/-



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In the office of the Chief General Manager, Telecom
Orissa Circle, Bhubaneswar.

NIT No. CGMT/SSS (Genl)/Tender/2009-10

PART-A QUALIFYING BID

Particulars of Issue of Tender Document.	
Cost of tender document Rs.500 + 20(4%VAT)=Rs.520/-	Details of payment towards cost of tender document
	Receipt. /D.D. No.
	Date of payment ____ / ____ /2009
Name of the Tenderer:	D.D. drawn on: (Name of Bank & Branch)
Sub. Divisional Engineer (ST) O/o the CGMT, Orissa, Bhubaneswar	
EMD Particulars:	
Amount of Deposit Rs.	
Receipt/D.D. No.....	Dated.....
Demand Draft drawn on..... (Name of Bank & Branch)	
Signature of the Tenderer	

Office of the
Chief General Manager Telecom.
 Orissa Telecom Circle,
 Unit-III, PMG Square,
 Bhubaneswar-751001



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

SECTION- 1

NOTICE INVITING TENDER

For

Sweeping/cleaning of office rooms, premises, corridors and toilets on job contract basis

TENDER NO. & DATE: - NIT No. CGMT/SSS (Genl)/Tender/2009-10

DUE DATE & TIME OF RECEIPT: - Upto 07.08.2009 / 15.00 hours

DATE & TIME OF OPENING: - 07.08.2009 at 16.00 hours

The Chief General Manager, Orissa Telecom Circle, Bhubaneswar, for and on behalf of BSNL, invites sealed tenders in the prescribed tender form for engaging licensed/experienced contractors to undertake sweeping/toilet cleaning job at different office premises located at various locations at Bhubaneswar under O/o CGMT, Orissa Telecom Circle, Bhubaneswar. The details of tender as required are appended below.

A.

Name of the Office	Scope of work	Estimated cost	EMD
Office of the Chief General Manager Telecom, Orissa Circle, Bhubaneswar	Sweeping of Office rooms / premises / corridors of CGMT Office comprising of 3255 sq. mtrs. area and cleaning of toilets, 14(Fourteen) in number at various office locations	Rs 2,00,000/-	Rs.5,000/-

B. Eligibility of the tenderer:

- (1) The licensed / experienced contractors who undertake to carry out sweeping /toilet cleaning job at different office premises in Bhubaneswar under O/o CGMT, Orissa Telecom Circle, Bhubaneswar.
- (2) The tenderer shall furnish central valid labour license / certificate issued by competent authority.
- (3) The tenderer shall furnish a valid certificate issued by the competent authority of a PSU/ Central/ State Govt. Organization for satisfactory performance of the contract on similar type of work for 2(two) years. Experience in BSNL will be given preference.
- (4) Near relatives of BSNL employees directly recruited, absorbed or on deputation/ deemed deputation are prohibited from participating in the tender. A certificate is to be given with the tender by the tenderer, to the effect that no near relative(s) of the tenderer is (are) working anywhere in whole of the BSNL.

The near relative means:

- a) Members of Hindu Undivided family;
- b) The one is related to the other, in manners, as husband, wife, 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.

Signature of Tenderer with Seal

In case of proprietorship firm, aforesaid certificate will be given by the proprietor; for partnership firm, by all the partners and for Limited Companies by all the Board of Directors of the Company.

C.**Details of Tender:**

1. **Period of Contract:** One year from the date of agreement.
2. **Sale of tender documents:** Between 10.00 hours to 16.00 hours from 20 /07/2009 on all working days obtainable from Sub-Divisional Engineer (ST), O/o the CGMT,Orissa Circle,PMG Square, Bhubaneswar(Room No-326) in person on production of either Cash receipt, issued against the deposit of Rs. 520/- from the cash counter of Sr. Accounts Officer(A&P),O/o CGMT,Orissa Circle,Bhubaneswar or D.D for the above amount drawn in favour of Sr. Accounts Officer(A&P),BSNL O/o CGMT,Orissa Circle,Bhubaneswar payable on any scheduled bank at Bhubaneswar.
3. **Price of tender document:** Rs.500+Rs.20 (4% VAT)=Rs.520/-
4. **Period of Submission of tender:** During working days from 10.00hours to 15.00 hours up to 07.08.2009.
5. **Time of opening of Bids:**

Qualifying Bids: At 16.00 hours of 07.08.2009.

Financial Bids: To be intimated later.

If the date of opening of the bids happens to be a holiday, the tender will be opened on the next working day at the same time/venue.

The Chief General Manager, Orissa Telecom Circle, Bhubaneswar reserves the right to reject the tender at any point of time without assigning any reason thereof.

CHIEF GENERAL MANAGER TELECOM
BSNL, ORISSA CIRCLE, BHUBANESWAR

Date: / / 2009

End of Section-1

Signature of tenderer with Seal

SECTION –II (A)

TENDERER'S PROFILE & OTHER DETAILS

01. Name of the tenderer.....

02. Name of the person submitting the tender
Shri/ Smt.....

03. Address of the tenderer:

(Present)

(Permanent)

(Present)	(Permanent)

04. Tel.No.(With STD code): Off..... Fax.....
Res..... Mobile.....

05. Category of the Tenderer: (Please tick the appropriate)

(i) Individual (ii) Proprietorship Firm (iii) Partnership Firm (iv) Private Ltd. Co.

(v) Public Ltd. Co. (VI) Others

(Please attach attested copies of the relevant documents in support of their registration / incorporation, issued by the competent authority.)

06. Name(s) of Individual/ Proprietor/ Partners / Directors:

07. Tenderer's bank details:

i) Name of Bank:

.....

ii) Branch with its code No :

.....

iii) Account No.

iv) Types of Account (Savings/Current /Cash Current) etc.....

08. Commercial license particulars (Photocopies duly attested)

09. Particulars of cash receipt or Bank Draft in support of the purchase of blank tender form @ Rs.520/-

Signature of the tenderer with seal

10. Up to date I.T. clearance certificates (Photocopies duly attested): -

11. Registration number of Firm / Company: -

12. Provident fund number: -

13. EMD particulars: -

14. Experience particulars: -

Signature of Tenderer

Date:

Place.

SECTION –II (B)

INSTRUCTIONS/ GUIDELINES TO BIDDERS

1. **Services to be provided are given in Section V**
2. **Eligible Bidders**
 - a) The bidder should hold a valid certificate issued by the competent authority of a PSU/Central/State Govt. organization for satisfactory performance of the contract on similar type of work for two years. Experience in BSNL will be given preference.
 - b) The bidder shall also submit a valid central labour license/certificate issued by the competent authority.
 - c) The bidder should submit up to date I.T. clearance certificate.
 - d) The bidder should submit a copy of Provident fund number.

3. **Expenditure of Bidding**

The bidder shall bear all expenditures associated with the submission of the Bids etc. BSNL in no case will be responsible for any expenditures incurred in compliance of (c) & (d) above or whatsoever regardless of the outcome of the bidding process.

4. **Bid Documents include:**

- 4.1 **Part – A (Qualifying Bid)**

- a. Notice Inviting Tender- Section-I
 - b. Instructions/guidelines to bidders – Sections IIA, IIB
 - c. General/commercial conditions of the contract – Section – III.
 - d. Special conditions of the contract – Section- IV
 - e. Services to be provided – Section- V
 - f. Bid form – Section- VI
 - g. Performance Security Bond Form – Section- VII
 - h. Letter of authorization to attend bid opening. – Section- VIII
 - i. Proforma for no relative in BSNL declaration – Section – IX

- 4.2 **Part - B (Financial Bid)**

The bidder is requested to peruse all instructions, terms and specification in the Bid document. Failure to furnish all the information required, as per Bid Document, or submission of the bids not substantially pursuant to the Bid Documents in every respect will enable the bid to be rejected.

- 4.3 A prospective bidder, requiring any clarification on the Bid document, shall request the bidder in writing. The bidder shall respond in writing to any request for the clarification on bid document, received 3 days prior to the date of opening of Tender.

Signature of the tenderer with seal

5. **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 and these amendments will be binding on them.

6. **Bid Security**

6.1 (a) The bidder must deposit Bid security /EMD amounting to Rs.5, 000/-. The Bid Security/EMD shall be in the form of Cash/Demand Draft drawn in favour of the Accounts Officer (A&P), BSNL, Office of the Chief General Manager, Telecom. Orissa circle, Bhubaneswar, payable at any scheduled bank located at Bhubaneswar.

(b) The bid security of unsuccessful bidder will be discharged / returned without any interest as early as possible but not later than 30 days after the expiry of the period of bid validity.

6.2 **The Bid Security may be forfeited:**

- a) If bidder withdraws its bid during the period of bid validity specified by it in the bid form.
- b) If the successful bidder fails:
 - i. To furnish performance security in accordance with clause 2 of Section-III
 - ii. To sign contract within prescribed period as mentioned in the clause 11 of section II B.
 - iii. In addition to the forfeiture of the bid security in the above cases the bidder will not be eligible to participate in such future bid for a period of 2 years. The bidder shall not approach any judicial Forum against the decision of the BSNL in this regard.

7. **Formats and Signing of Bid:**

The bidder shall prepare one complete set of original bid.

- 1.1 The original bid shall be signed by the bidder or a person duly authorized to bind into the bidder the contract.
- 1.2 Any over writing(s)/erasure(s) in the bid, made by the bidder, shall be signed by the person signing the bid.

Signature of the tenderer with seal

8. **Submission of Bid**

- 8.1 The bidders are specifically required to submit their offer in three parts each in different sealed envelopes duly marked as: -
- (a) Envelope – A: Bid security and receipt of bid documents.
 - (b) Envelope – B: Qualifying Bid.
 - (c) Envelope – C: Financial Bid.

All these offers should be submitted in a large cover with personal seal and super-scribed as “Tender for Sweeping / cleaning of office rooms,premises,corridors and toilets in the office of Chief General Manager, Telecom, Orissa Circle, Bhubaneswar, NIT No. CGMT/SSS (Genl)/Tender/2009-10” addressed to the Dy. General Manager (Admn), Room No. 113, First floor, office of the CGM, BSNL, Orissa Circle, Bhubaneswar – 751001. The envelope should also bear the name and address of the tenderer on the left lower corner.

- 8.2 Envelope ‘A’ should contain Bid security / EMD of Rs 5,000/-and receipt of Bid document of Rs 520.00
- 8.3 Envelope ‘B’ should contain all the techno-commercial bid along with related documents establishing bidders eligibility of Section – II – B.
- 8.4 Envelope ‘C’ should contain financial / price Bid duly quoted by the bidder in the prescribed format.
- 8.5 If any 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 and C) will not be opened.

The tender should be dropped in the tender box kept in the office of the Dy.General Manager (Admn), O/o the CGMT, Orissa, 1st Floor, Room No-112 (113), PMG square, Bhubaneswar-1 on or before due date and time, as mentioned in the Notice Inviting Tenders. The tender can also be sent by the registered post, in advance so that it reaches the addressee, mentioned above, in time. The responsibility for ensuring the delivery of the bid, in time to the appropriate addressee, will rest with the bidder. The BSNL shall not be liable in case of delay in post at transit and the tender received late shall not be entertained.

Signature of the tenderer with seal

The three envelopes should contain the following documents:-

Envelope-A: -

- i) Original receipt of payment of EMD at the cash counter/the Demand Draft drawn in favour of the Accounts Officer (A&P), Office of the Chief General Manager, BSNL, Orissa Circle, Bhubaneswar payable at any scheduled bank located at Bhubaneswar and
- ii) Original receipt of payment at the cash counter of CGMT office, Unit – 3, Bhubaneswar for cost of the bid document.

Envelope-B: - Qualifying Bid

- b. Part-A of the tender document in original duly filled in and signed on each page by the tenderer or its authorized representative along with seal.
- c. Attested copy of Partnership deed or proprietorship deed and Power of attorney signing the bid on behalf of the firm/Company (if applicable).
- d. Attested copy of requisite experience certificate.
- e. Proforma duly signed as per Section-IX.
- f. Copy of provident fund number.
- g. Attested copy of valid central labour license under contract labour act 1970.
- h. Attested copy of I.T. clearance up to date certificate.
- i. Attested copy of PAN.

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

Envelope-C: - Financial Bid

The rates for sweeping and cleaning of rooms and associated works should be quoted in the “schedule for rates” incorporated in part-B i.e. the Financial Bid of the tender document.

Signature of the tenderer with seal

9. **Bid opening**

The Tenders shall be opened in two stages. First the Qualifying Bid envelopes 'A' & 'B' i.e. Part-A shall be opened to ascertain the eligibility of bidders as per eligibility criteria stipulated in this tender document. The financial bid i.e. Part-B of only eligible bidders shall be opened. The schedule for opening the bid shall be as under:

- i. Part-A: The qualifying bid shall be opened as per schedule mentioned in the Notice Inviting Tenders.
- ii. Part-B: The financial bids of only those bidders, who will be found eligible as per eligibility criteria, shall be opened as per schedule mentioned in the tender document.

The tenders will be opened by the TOC in the presence of bidders if available. Only the bidder or its only one authorized representative shall be allowed to be present at the time of opening. The bidders/ authorized representatives present therein shall sign the requisite document.

10. **Evaluation**

- 10.1 Prior to detailed evaluation, BSNL will determine the substantial responsiveness of bid documents. 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.
- 10.2 BSNL shall evaluate the bids to determine whether they are complete in all respects and error free.
- 10.3 If there is a discrepancy between words and figures in the rate quoted, the amount expressed in words only shall be taken into consideration.
- 10.4 Conditional bids shall be liable to be rejected.
- 10.5 In case, more than one bidder quote the L1 rate, the tendered quantity would be divided in equal proportion with respect to quantity / value of the tender.
- 10.6 The decision of BSNL, in regards to evaluation, shall be final and binding on all the Tenderers.

11. **Award of Contract**

The BSNL shall consider award of contract only to the bidder whose offers will be found technically, and financially acceptable. The tenderer, whose bid is selected by the CGMT Orissa, shall be communicated of such award through a letter of indent/acceptance and its Earnest Money Deposit shall be converted into Performance Security Deposit simultaneously. The contractor will have to deposit the balance of requisite security as per clause 2.1 of section III within 10 days of date of issue of letter of indent. The contractor will have to sign an agreement within 30 days of date of issue of letter of indent along with all documents for the work to BSNL.

The BSNL reserves the right to award the work to one or more than one contractor in the approved rates.

Signature of the tenderer with seal

12. **Right to vary quantities**

BSNL reserves the right to increase or decrease by up to 25% of the required quantity of services, specified in the schedule of requirements without any change in quoted rates offered and other terms and conditions.

13. **Annulment of Award**

Failure of the successful bidder to comply with the requirement of clause 11 shall constitute sufficient ground for the annulment of the award and forfeiture of its bid security and in that event BSNL may make the award to any other bidder at its discretion or call for new Tender.

14. **Period of validity of bids**

- i) The bid should remain valid for 90 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 its bid.

Signature of the tenderer with seal

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 terms & conditions specified herein or in NIT unless otherwise agreed to by BSNL.

2. Performance Security

- 2.1 An amount of Rs10,000/- is to be deposited as performance security deposit.
- 2.2 In case of successful bidder(s), the EMD/Bid security of Rs.5, 000/-(Rupees Five thousand)only shall be converted into performance security deposit & the balance amount of Rs.5 ,000/-(Rupees Five thousand) only shall be required to be deposited in cash or in the shape of Cash/Bank Guarantee, within 10 days of date of issue of letter of indent. If the bidder fails to deposit the requisite security deposit within the stipulated time, the EMD converted into security deposit shall be forfeited. However, the period of 10 days may be extended by competent authority on genuine grounds, if requested for by the bidder
- 2.3 Performance Security to be submitted in the form of Bank Guarantee should be issued by any Scheduled Bank, as provided in Section VII of the bid document.
- 2.4 Performance Security will be discharged after completion of contractor's performatory obligations under the contract.
- 2.5 In case of any failure or negligence in the contractual obligations agreed upon by the contract, the BSNL reserves the right to forfeit, either whole or in part of performance security, furnished by the bidder, as compensation.

3. Execution of Time Limit

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

4. Payment Terms:

The contractor shall submit a bill in duplicate for payment in the first week of every month after successful completion of job. The bill will carry a certificate of work by the Sr. SS (Genl) of this office and payment will be made by the. AO (AP), office of the CGMT, Orissa Circle, Bhubaneswar by A/C payee cheque after deduction taxes and recoveries arising out of this agreement. The bidder is to indicate the name of the bank and account number on which the account payee cheque will be issued.

Signature of the tenderer with seal

5. Termination of Contract

- 5.1) BSNL may, without prejudice to any other action to be taken for breach of contract, may terminate the contract in whole or part and the security deposit shall be forfeited in the following circumstances: -
- a) If the contractor fails to execute the work ordered to him within 7 days of date of agreement unless the time is extended by the CGMT on reasonable grounds.
 - b) If the contractor fails to perform any obligation(s) under the contract. BSNL may without prejudice, to other rights under law or the contract provided, get the sweepers arranged from other source at the risk and cost of the contractor, in above circumstances.

6. Termination for insolvency

BSNL may also, by giving written notice of one month 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 work orderer.

7. Force Majeure

- 7.1 If any time, during the course 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 performance or delay in performance. The contract shall be resumed as soon as practicable after such an event comes to an end or ceases to exist, and the decision of BSNL, as to whether the supplies can be 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 its option terminate the contract.

Signature of the tenderer with seal

8. Arbitration

- 8.1 In the event of any question, dispute or difference arising under this agreement or in connection there with 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, Orissa Telecom, Bhubaneswar 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, Bhubaneswar or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, Orissa Telecom, Bhubaneswar 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, Orissa Telecom, Bhubaneswar or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager, Orissa Telecom, Bhubaneswar or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his processors.
- 8.2 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.
- 8.3 The venue of the arbitration proceeding shall be office of the CGMT Orissa, Bhubaneswar or such other place as the arbitrator may decide.
- 8.4 In case of legal dispute, the legal jurisdiction will be Bhubaneswar city only.

9. 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.

Signature of tenderer with seal

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 upon 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 contract entered into with BSNL earlier.
4. BSNL reserves the right to blacklist a bidder/contractor for a suitable period in case he fails to honour his bid without sufficient ground.
5. No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees (Non-executive employees working in B.S.N.L. & executive employees (also called Group-A & Group-B officers working in BSNL.) either directly recruited or on deputation are prohibited from participating in this tender. The near relatives for this purpose are defined as:
 - 5.1 Members of a Hindu Undivided family;
 - 5.2 The one is related to the other, in manner, as husband, wife, 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) 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.
 - 5.3 The tenderer(s) should give a certificate to the effect that none of his/her such relative is working anywhere in the BSNL. In case of proprietorship firm the certificate will be given by the proprietor, in case of partnership firm, by all the partners and in case of Limited company by all the Directors of the Company. Any breach of these conditions by any person, firm or company, the tender awarded/work order issued will be cancelled and earnest money/security deposit will be forfeited at any stage it is noticed. BSNL will not pay any damages to the concerned person, firm or company. Such person, firm or the Company will also be debarred from further participation in the tender of concerned unit.
6. The security of assets and properties located in cleaning area of the building and its compound shall be ensured.
7. The contractor shall help in establishment of congenial and friendly atmosphere in the office building as required. Any persons those engaged by the contractor found in alcoholic condition, abusing, threatening, engaged in an unauthorized demonstration activity shall be removed by the authority. Also any person found to be damaging any BSNL property or suspected of any trespass or theft or moving with any mal-intention should also be checked and removed. This equally applies to any employee of the contractor as well as any outsider found in campus.
8. Any person engaged by the contractor found to be damaging plants inside or around the campus of the work engaged building shall be removed.

Signature of the tenderer with seal

9. Any persons employed by the contractor will also follow any other methods / instructions prescribed / issued by the authority in regard to the assigned job awarded to the contractor from time to time.
10. The contractor shall ensure that the personnel thus engaged should carry the duty properly, and cases of non-performance of duty or disobedience will entirely lie with the contractor.
11. Any person employed by the contractor if suspected of having doubtful behaviour inside the office building premises shall be removed.
12. The contractor will have to provide information like photo-identity card with bio-data etc of the personnel engaged by him for the assigned job to the authority.
13. The complete list of personnel engaged by the contractor for the assigned job shall be furnished along with complete address, photo and other antecedents. The contractor shall deploy only such personnel to the work.
14. The contractor shall not replace the workers thus engaged at random.
15. Authority shall not be liable to provide any residential accommodation or transport or medical benefits to workers engaged by the contractor. No cooking or lodging shall be allowed inside the campus.
16. The contractor shall comply with all the statutory provisions as regards workers to be deployed by him in respect of minimum wages, provident fund, ESI, First Aid deduction under the labour laws. The contractor shall produce the same on demand of the authority. If necessary, the DDO will have to deduct the EPF subscription of each labourer employed and the employer's share for remitting EPF commissioner.
17. The authority shall not be responsible financially or otherwise for any injury to the workers in the course of performing the job.
18. The contractor shall indemnify himself for any loss and theft to the BSNL property in office building, which is directly attributed because of lapses by the personnel, engaged by him. The decision of the CGMT in this regard shall be final.
19. The deployed Safai Karmacharies should be issued salary slips by the contractor and the payment should be made by cheque.
20. The contractor has to provide summer/winter uniforms to his Safai Karmacharies.
21. The contractor has to provide cleaning materials to his workers.
22. EPF should be deducted and the same should be deposited in the name of the Safai Karmacharies.
23. Safai Karmacharies are required to get their health check up from ESI dispensary at regular intervals by the contractor.

Signature of the tenderer with seal

SECTION - V

SERVICES TO BE PROVIDED

Description of work: -

Sweeping and cleaning of office rooms, corridors, toilets, and premises of CGMT offices as follows:-

Sl. No.	Name of place(s) to be carried out sweeping work
1	CGMT office at CPMG building, Unit – 3, Bhubaneswar.
2	Circle office portion, Door Sanchar Bhawan, Unit-9, Bhubaneswar.
3	2 nd floor of CTO building, Unit – 3, Bhubaneswar.
4	7 th floor of IDCO. Tower , Unit – 9, Bhubaneswar.

Detail Job Description

1. Daily cleaning, sweeping and floor washing of all the rooms including corridors, staircases and chambers of the officers. Scented phenol should be used for floor washing.
2. Weekly cleaning of cycle sheds, compounds, spittoon dustbins and cobwebs of the whole building/ areas including each side of the walls, roofs.
3. Daily cleaning/ washing of corridors, latrines, wash basins, toilets of all the floors using Phenol and harpic twice daily i.e. morning and afternoon.
4. Daily cleaning of all glass materials of furniture, windows existing in all rooms of the offices/ officers chambers.
5. Weekly cleaning, brooming, sweeping of open boundary area other than building area of administrative including cycle sheds, drains of the buildings.
6. Some other cleaning and washing of the building whenever required assigned by the controlling officer.
7. All cleaning apparatus, machines if any shall be supplied by the contractor and cleaning materials like phenyle, scented phenol, menthol, harpic etc. shall be supplied by the office.
8. The contractor has to supply drinking water from the aquaguards of Door Sanchar Bhawan, Unit-IX to all staffs of Circle Office Portion daily.

Period of contract: -

Under normal circumstances the contract shall be valid for a period of one year from the date of agreement. However contract may be extended for the period up to six months if agreed to by the contractor and BSNL on the same rate, terms and condition.

Signature of the tenderer with seal

SECTION - VI

BID FORM

Tender No. NIT No/CGMT/SSS(Genl)/Tender/2009-10

Dated.....

A: (Name & Address of the bidder)

To
The CGMT Orissa Circle,
Bharat Sanchar Nigam Ltd.
Bhubaneswar

Dear Sir,

1. Having read and understood the conditions of contract and services to be provided, I/we, undersigned, offer to provide sweepers 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 10 days 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 a guarantee from a Scheduled Bank for a sum equivalent 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 90 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 offer of award, shall constitute a binding contract between us.
6. Bid submitted by me/us is properly prepared and sealed so as to prevent any tampering therein.
7. I/We understand that you are not bound to accept the lowest or any bid received by you.

Dated this....day of.....2009

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

Signature:

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

or the due fulfillment by the said contractors of the terms & conditions to be contained in 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.

We (name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, purely on a demand from the BSNL, _____ stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BSNL, _____ reason of breach by the said contractor of any of the terms and 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 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. _____

We undertake to pay to the BSNL, _____ any money so demanded not outstanding any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding binding 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 charge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

Signature of the tenderer with seal

We (name of the bank) _____ further see that the guarantee herein contained shall remain in full force and effect immediately a period of eighteen months from date here and further agrees to extend the same from time to 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 and its claims satisfied or discharged or till BSNL, _____ certifies the terms and conditions of the said agreement have been fully and properly carried out the said contractor(s) and accordingly discharges this guarantee.

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 _____ 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 liberty by reason of any such variation, or extension being granted to the said contractor(s) 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.

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

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)

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

Signature of the tenderer with seal

SECTION - VIII

**LETTER OF AUTHORISATION FOR ATTENDING DURING THE BID OPENING
(To reach on/...../2009 or before the date of bid opening)**

To

The CGMT Orissa Circle,
Bharat Sanchar Nigam Ltd.
Bhubaneswar

Subject: - Authorization for attending bid opening on _____ (date)
In the Tender No.CGMT/SSS(Genl)/Tender/2009-10.

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/
Authorized Officer who signed the bid
document on behalf of the bidder

- Note:
1. Maximum of one representative 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.

Signature of the tenderer with seal

SECTION - IX

Proforma for declaration of no near relative (s) of the contractor working in BSNL

Certificate to be given by the Contractor in respect of its no near Relative(s) working in BSNL

IS/o
Shri..... R/o.....

..... hereby certify that none of my relative(s) as defined in the tender document is/are employed anywhere in BSNL as per detail 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.

Signature of the tenderer with seal*

*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.

Signature of the tenderer with seal

Cost of Tender document Rs.520/-
(Rs. 500 + 20 (VAT @ 4 %) = Rs.520/-)



**BHARAT SANCHAR NIGAM LTD.
ORISSA TELECOM CIRCLE**

**TENDER FOR
Sweeping / cleaning of office rooms, premises, corridors and
toilets**

IN THE OFFICE OF THE
CHIEF GENERAL MANAGER, TELECOM
ORISSA CIRCLE, BHUBANESWAR

(TO BE FILLED IN BY THE BIDDER)

NIT No. CGMT/SSS(Genl)/Tender/2009-10

FINANCIAL BID	Particulars of Issue of tender document
	Details of Payment towards cost of tender document: Rs.520/- Mode of payment: Cash/D.D. Receipt/D.D. No.....
	Date of payment/2009 D.D. drawn on.....
	Sub Divisional Engineer (ST) O/o the C.G.M.T. Orissa, Bhubaneswar.

EMD Particulars	Receipt No.....Dated.....or
	Demand Draft No.....Dated.....
	Drawn on (Name of Bank & Branch)

SCHEDULE FOR QUOTING RATES

ORISSA TELECOM CIRCLE

To

The Chief General Manager
Orissa Telecom Circle, Bhubaneswar –751 001.

Sub: My / our bid for sweeping office rooms / premises work in the office of the CGM Telecom, Orissa Circle, Bhubaneswar.

Ref: NIT No. CGMT/SSS(Genl)/Tender/2009-10

Sir,

Having understood the tender document, terms and conditions laid down therein, I/we, the undersigned offer to accept the work of sweeping rooms / premises in accordance with the terms and conditions as per the rates quoted below:

Details of work & quoted rate	Monthly quoted rate for carrying all the works mentioned in Section- V including Service Tax	
	In figures Rs.	In words Rupees
Cleaning & sweeping of office rooms, corridors, stairs, premises of (1) CGMT office at CPMG building, Unit-3, (2) 2 nd floor of CTO building, (3) Door Sanchar Bhawan, Unit-9, (4) 7 th floor of IDCO Tower, Total area measuring 3255 Sqm. & cleaning 14 Nos toilets in these premises. Only one rate per month for all the work described above.		

Note: L1 will be decided on the basis of rate quoted.

If my / our bid is accepted I/we shall submit the security deposit as per the conditions mentioned in the contract.

I/We agree to abide by this bid for a period of 90 days from the date of opening of financial bid and it will remain binding upon me/us to accept the bid at any time before the expiry of that period.

Date.....

Signature of the tenderer_____

Name of tenderer_____

Address _____

Signature of tenderer with seal

CHECK LIST

- a. Original receipt of payment of EMD at the cash counter/the Demand Draft drawn in favour of the Accounts Officer (A&P), Office of the Chief General Manager, BSNL. Orissa Circle, Bhubaneswar payable at any scheduled bank located at Bhubaneswar.
- b. Part-A of the tender document in original duly filled in and **signed on each page by the tenderer or its authorized representative along with seal.**
- c. Attested copy of Partnership deed or proprietorship deed and Power of attorney signing the bid on behalf of the firm/Company (if applicable).
- d. Valid certificate issued by the competent authority of a PSU/Central/State Govt. organization for satisfactory performance of the contract on sweeping offices / premises work for 2 years.
- e. Proforma duly signed as per Section-IX. - **Declaration of no near relative (s) of the contractor working in BSNL**
- f. Document in support of labour license etc and up to date IT clearance.
- g. Photo copy of Provident fund number.
- h. Particulars of cash receipt or Bank Draft in support of the purchase of blank tender form @Rs.520/-

i) Submission of Bid

The tenderer shall submit the bids in three separate envelopes marked as
 Envelope – A: Bid Security and receipt of Bid document.
 Envelope – B: Qualifying Bid
 Envelope – C: Financial Bid

These three envelopes should be duly sealed separately and super-scribed as **“Envelope – A and Envelope – B Qualifying Bid for sweeping / cleaning offices / premises work ”** and **“Envelope – C Financial Bid for sweeping / cleaning offices / premises work ”**. These three envelopes should be enclosed in a fourth envelope duly sealed and super-scribed as **“Tender for sweeping/ cleaning of offices rooms, premises, corridors and toilets in the office of the Chief General Manager, Telecom, Orissa Circle Bhubaneswar, NIT No.CGMT/SSS (genl)/Tender/2009-10”**. All the four envelopes should be addressed separately to the Dy. General Manager (Admn.) Room No-112 (113), 1st Floor, Office of the Chief General Manager, Orissa Telecom circle, PMG Square, Bhubaneswar-751001. The envelopes should also bear the name and address of the tenderer on the left lower corner. All the envelopes should be sealed properly using sealing wax.

The bidder is requested to peruse all instructions, terms and specification in the Bid document. Failure to furnish all the information required, as per Bid Document, or submission of the bids not substantially pursuant to the Bid Documents in every respect will enable the bid to be rejected.

