



**BHARAT SANCHAR NIGAM LIMITED
CHENNAI TELEPHONES**

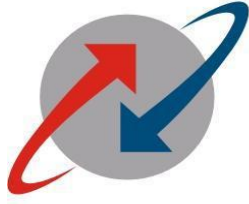
**E-TENDER DOCUMENT for HOUSE KEEPING SERVICES FOR
ALL OFFICE PREMISES /EXCHANGES IN DGM(SE) AREA OF
BSNL CHENNAI TELEPHONES**

from interested parties Through E-tendering

e-TENDER No. DGM(SE)/HK/2019-20 dated 18.10.2019

**DEPUTY GENERAL MANAGER (NWO-SE)
BSNL CHENNAI TELEPHONES
MAMBALAM TELEPHONE EXCHANGE 652, ANNA SALAI,
NANDANAM, CHENNAI – 600035**

Certified that the tender contains 61 **Pages** only



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

TENDER FORM

**E-TENDER DOCUMENT for HOUSE KEEPING SERVICES
FOR ALL OFFICE PREMISES EXCHANGES IN DGM(SE) AREA OF
BSNL CHENNAI TELEPHONES
from interested parties Through E Tendering.**

e-TENDER No. DGM(SE)/HK/2019-20 dated 18.10.2019

**Cost of the Tender Form: Rs. 590/- (Rs.500+GST18%)
Bid security: Rs. 19,100 /-**

**Tender forms Available www.chennai.bsnl.co.in following “Link for
E-tenders by Chennai Telephones”.**

**Due Date/Time of Receipt: 11:00 Hrs of
08.11.2019**

**Due Date/Time of Opening: 11:30 Hrs of
08.11.2019**

**DEPUTY GENERAL MANAGER (NWO-SE)
BSNL CHENNAI TELEPHONES
MAMBALAM TELEPHONE EXCHANGE 652, ANNA SALAI,
NANDANAM, CHENNAI – 600035**

**Tel.No.044-24363333
044-24321020**

Visit us at: www.chennai.bsnl.co.in

TABLE OF CONTENTS

Section No.	Item	Page No
1.	Detailed NIT (DNIT)	4 -7
2.	Tender Information	8-11
3	Scope of work	12-13
4 part A	General instructions to bidders(GIB)	14-24
4 part B	Special instructions to Bidders (SIB)	24
Part C	E-tendering Instructions to Bidders	25-30
5	General(commercial) conditions of contract(GCC)	30-35
6 A	Undertaking & Declaration	36
6(B)	Near-Relationship Certificate	37
6 (C)	Non-Blacklisting certificate	38
SEC 7	Proforma for Bid security	39-40
7 (B)	Proforma for Performance security Bond	41-42
7 (C)	Letter of authorization to attend bid opening	42
SEC 8	Bidders profile	43
8 B	Questionnaire	44
SEC 9(A)	Bid form	45
9 (B)	Financial Quote	46
10	Mandate form (E Payment of service providers bills through RTGS)	47
Annex-I	Declaration	48
Annex-A	Consumables Monthly Requirements	49
Annex-B	Under taking	50
Annex-C	Certificate of Minimum wages	51
Annex-D	Floor wise areas	52
Annex-E	Vendor Master Form	53-54
Annex F	Standard Tender Enquiry Document	55-60
Annex-G	Agreement	61

If interested, kindly submit your offers on or before the date and time specified in clause 6 of detailed NIT

DIVISIONAL ENGINEER (INTERNAL) MAMBALAM

Phone Number - (Off) 044-24363333

044-24321020

Email [_deintlmbm@gmail.com](mailto:deintlmbm@gmail.com)

SECTION – 1

DETAILED NOTICE INVITING TENDER

TENDER NO: DE (INTL)/MBM/HK/2019-20 dt at Ch-35 the 18.10.2019

Digitally sealed tenders are invited by PGM(NWO) Central, BSNL, Chennai Telephones for and on behalf of BSNL, CHENNAI TELEPHONE DISTRICT from the eligible bidders for Housekeeping services for all office premises/Exchanges in DGM(SE)Area of BSNL CHENNAI TELEPHONES

1. Description of item:-

Sl. no.	Name of the work	Estimated Cost In Lakhs	Bid Security	Cost of Bid Document
1.	Works/Services Contract -“House Keeping” in the premises of Mambalam Telephone Exchange situated at 652,Annasalai,CH-35.	Rs.9.55/- per annum approximate]	Rs. 19100 /-	Rs.590/-

2. **Purchase of Tender Document:** Tender document can be obtained by downloading it from the website www.chennai.bsnl.co.in .following “**Link for E-tenders by Chennai Telephones**”. The tender document for participating in E-Tender shall be available for downloading from <https://www.tenderwizard.com/BSNL> **18.10.2019** 16.00 HRS

Bidders must register on the e-tender portal, if not already registered earlier and follow all instructions for participating in bidding of the tender.

- **The bidders cannot participate in the tender without downloading official copy of the tender document.**
- **The Tender document shall not be available for download on its submission/closing date.**

- 2.1. The bidders downloading the tender document are required to submit the tender fee amount through DD / Bankers cheque for an amount of Rs. 590/- along with the tender bid, failing which the tender bid shall be left unopened/rejected. The DD/banker’s cheque shall be drawn from any Nationalized/Scheduled bank in favour of BSNL, Chennai telephones and payable at Chennai.
- 2.2 The Tender document shall be issued free of cost to MSME bidders on production of requisite proof in respect of valid certification from MSME for the tendered item.
- 2.3 BSNL, Chennai Telephone District has decided to use process of e-tendering for inviting this Tender and thus the physical copy of the tender would not be sold.

3.0. Availability of tender document:-

The tender document shall be available for downloading from 16.00 hrs of 18.10.2019 up to 16.00 hrs. of 07.11.2019.

3.1 Date & Time of Submission of Tender bid:

1. Last Date/Time of submission of Bid Online: up to 11.00 Hrs on 08.11.2019

2. Last Date/Time of Submission of documents in hardcopy: Up to 11.00 Hrs on 08.11.2019.

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

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

4. Eligibility Criteria:

- 4.1 The firm/agency should have registered under companies act or any other appropriate authority to authorize for deployment of manpower services
- 4.2 The bidders intending to bid should preferably registered with Central Excise Dept for GST with valid GST registration certificate
- 4.3 The service provider should have minimum two years experience as on date of submission of e-tender in providing housekeeping works to various Government Departments, Public Sector Undertakings and Autonomous organizations of Govt of India/States of India
- 4.4 Proof of experience of minimum two years as on date of submission of e-tender in providing housekeeping and to various Government Departments, Public Sector Undertakings and Autonomous organizations of Govt of India/States of India.
- 4.5 (a) The registered office or one of the branch offices of the bidder should be located in Chennai. The tenderer must follow all the regulations in force and to sign the undertaking in Annexure – C.
(b) The tenderer has to supply the materials in advance and therefore must be financially sound.
(c) The work involved is in sensitive places. Therefore tenderer must have trained workforce with sufficient experience in the field.
- 4.6 Bidders should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts..
- 4.7 The bidder should have valid PAN No. Acknowledged copy of IT returns filed for the Last Two financial years, to be attached with the tender form.
- 4.8 Undertaking as per Annexure B should be given that the Labour License will be submitted as per Labour License Act as soon as the contract is agreed.

Note: The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted should also be self attested by the bidder.

5. Bid Security/EMD:

- 5.1 The bidder shall furnish the bid EMD by Demand Draft / Banker's Cheque from any nationalized bank for an amount of Rs. 19100 /₹, drawn in favour of BSNL, Chennai Telephones and payable at Chennai. The EMD will not bear any interest and will be refunded / returned to the unsuccessful tenderer. The MSME bidders are exempted from payment of bid security & tender document cost on production of requisite proof in respect of valid certification from MSME for the tendered item/of work
- 5.2 In respect of successful tenderer the EMD shall be accounted as part of security deposit payable by the successful tenderer.
- 5.3 The EMD of the tenderer whose tender is accepted and who fails to pay the security deposit in time will be forfeited and the work will not be awarded to him.

6. Date & Time of Submission of Tender bid:

TENDER NO: DE (INTL)/MBM/HK/2019-20 dt at Ch-35 the 18.10.2019

Starting Date of downloading of Tender Form	18.10.2019 ... Time 16.00 Hours
Last Date of downloading of Tender Form	07.11.2019 ... up to 16.00 Hours
Last Date of Receipt of Tender Form	:08.11.2019 up to 11.00 Hours
Date of Opening of Eligibility and technical bid	: 08.11.2019 Time 11.30 Hours

Date of Opening of Price Bid :- Will be intimated later to eligible bidders.

Place of delivery :- Sealed tenders are to be delivered at the O/o DE (INTERNAL) Mambalam Telephone Exchange , BSNL, CHTD, No.652, Annasalai , Chennai-35.

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

7. Opening of tender Bids:- 11.30 hrs of 08.11.2019

8. Place of opening of Tender bids:

- 8.1 BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE). BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, the authorized representatives of bidders can attend the TOE at the O/o DE (INTERNAL) Mambalam Telephone exchange , BSNL, CHTD, No.652 ,Annasalai, Chennai-35. where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).
9. Tender bids received after due time & date will not be accepted.
10. Incomplete, ambiguous, Conditional and unsealed tender bids are liable to be rejected.

11. PGM(NW-O) Central, BSNL, Chennai Telephones reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.
12. The bidder shall furnish a declaration under digital signature that no addition / deletion / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal (<https://www.tenderwizard.com/BSNL>) in the format given in Annexure – I.
13. In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.

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

All computer generated documents should be duly attested/ signed by the bidder/service provider organization.

DE Internal
Mambalam,
Phone Number - (Off) 044-24363333

Section- 2

Tender Information

1). Type of tender: - Single Stage bidding - Two stages opening.

Note: The Techno-commercial Bid will be opened in the presence of the representatives of the bidders at **1130 hrs on 08.11.2019**. Financial bids of technically and commercially compliant bidders shall be opened at a later date.

2) Bid Validity Period / Validity of bid Offer : ...180...days from the tender opening date

3). In two envelopes system, the first envelope (Digitally/Wax sealed) will be named as eligibility bid and shall contain the following documents of bidders satisfying the eligibility conditions.

(A)

- i. EMD.
- ii. Cost of the tender document .
- iii. Bidders profile and questionnaire, duly filled & signed
- iv. Certificate of minimum wages as in Annexure – C.
- v. Experience certificate of minimum two years as on date of submission of e-tender in providing housekeeping works to various Government Departments, Public Sector Undertakings and Autonomous organizations of Govt of India/States of India
- vi. Copy of EPF and ESI Registration certificates.
- vii. Copy of GST No. (Application Registration No. in each processing).
- viii. Copy of PAN card and copy of IT returns filed for the last two financial year.
- ix. Undertaking & Declaration duly filled and signed as per Section – 6A.
- x. No near Relationship Certificate in Proforma duly filled & signed as per Section 6B
- xi. Non Black list certificate filled and signed as per Section – 6C.
- xii. All pages in tender document duly signed.
- xiii. Bid form as per section 9 – part – A duly filled & signed.
- xiv. ECS mandate form duly filled as per Sec.10.
- xv. Registered office or one of the Branch office located at Chennai
- xvi. Partnership /Proprietorship (Firm) Certificate whichever is applicable.

(B)

The 2nd envelope digitally/Wax sealed will be named as financial bid containing financial quote. This Financial bid shall contain financial quote as per Section 9B.

- 4 i. The above two envelopes shall be placed in an outer envelope, duly sealed and superscribed as “E-Tender for the work of House Keeping Services in Mambalam Telephone Exchange Building, Chennai -35.
- ii. The tenders which are not submitted in the above mentioned manner shall be summarily rejected

5) On-line Submissions (Technical Bid envelope and Financial Bid/Price Bid envelope):

The entire bid-submission would be online on the portal of M/s ITI Limited

<https://www.tenderwizard.com/BSNL>.

Broad outline of submissions are as follows:

A. Technical Bid envelope – On line

(i) Submission of Mandatory documents (Self attested scanned copies to be uploaded with Digital Sign):

(a) GST registration certificate

(b) Digitally signed copy of Tender Document (61 pages), Corrigendum and Addendums.

(c) Scanned copy of DD/Cheque -Bid Security.

(d) Scanned copy of DD/Cheque –Tender document fee.

(e) Document proof of having experience of Minimum 2 years as on date of submission of e-tender in providing House keeping services in various Government Department, Public Sector Undertakings, and Autonomus rganisation of Govt.of India/States of India.

(f) Request for claiming exemption of Bid security & tender document fee and Proof in respect of valid certification from MSME for the tendered item/work

(ii) Submission of Eligibility documents (scanned copies to be uploaded with Digital Sign):

(a) Scanned copy of The Registration of the Firm, Authenticated copy of Partnership Deed in cases of Partnership Firm.

(b) Duly filled in Bid form, as per Section 9 Part A

(c) Duly signed “Declaration under digital signature that no addition / deletion / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal as per format given in Annexure I”.

(d) Duly filled in Tenderer’s profile, as per Section 8 of the Tender Document.

(e) Scanned copy of Original “**Power of Attorney**” in case a person other than the Tenderer has signed the Tender Document.

(f) Duly filled in “No near relative certificate from all partners” in case of Partnership firm and all the Directors in the caser of a Company / from Proprietor in case of proprietorship company

(g) Duly filled in Section 6(C) – “Declaration regarding not blacklisted/ not Banned

(h) Scanned copy EPF Registration Certificate.

(i) Scanned copy ESI Registration Certificate.

(j) Scanned copy of last 2 years Income Tax return and Copy of Pan Card

(k) Certificate of Minimum wages as per Annexure C

B. Financial Bid (Price Bid) (only in the format available in e-tender portal) -online

All the above said documents are to be uploaded online.

6 . Offline Submissions (physical document submission) :

The bidder is requested to submit the following documents (in original) one set in separate cover to Deputy General Manager (SE) , O/o DGM(NWO) (SE) BSNL Chennai Telephones,652, Anna Salai,Mambalam Telephone Exchange,Nandanam, Chennai 600035, on or before the date & time of submission of bids specified in covering letter, in a Sealed Envelope. The envelope shall bear (Name of the Work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time) as mentioned in this Section 2 of tender document

(i) GST registration certificate

(ii) EMD/Bid Security – in original,

(iii) Tender Document Fee – in original,

(iv) Power of Attorney in accordance with 14.3 of Section IV for authorization for executing the power of attorney, if required (copy).

(v) Duly signed “Declaration under digital signature that no addition / deletion / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal” – in original. The declaration should be strictly in the Proforma given in Annexure –I.

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

PROCEDURE:

1. The tenderers must carefully read all the Terms & Conditions and work specifications before filling up the Technical Bid and Financial Bid. Tenderers are requested to get well versed with the tender conditions / guidelines, written hereunder. Those tenderers, who cannot read English, may get the same translated at their own risk in a language known to them and understand the conditions of the tender. Any clarification regarding the same can be had from DE Internal, Mambalam Telephone exchange , BSNL, CHTD, No.652,Annasalai Chennai-35, before the submission of bid document.

2. Deleted.

3. Submission of the tender offer by the successful tenderer in response to the e-Tender Notice itself is deemed to be the conveyance of his/her acceptance of the tender document.

4. No employee/relative employed in BSNL, either direct / indirect, of BSNL shall participate in the Tender.

5 All corrections, additions and alterations in the entries in the tender papers shall be attested by the bidder with date. No errors, over writing shall be permissible, unless attested by the tenderer with date. The tender shall contain the name, address of residence and places of business of person/persons making the tender and shall be signed by the tenderer with his usual signature. In case of authorized representative, a duly certified copy of the power of attorney, relating to the same shall accompany the tender. In case of partnership firm, attested true copy of the partnership deed must be submitted along with the tender and with the authorization from the firm.

6. The Pr. General Manager (Central), BSNL, Chennai Telephones reserves the right not to accept or to reject any or all the tender offers without assigning any reasons.

7.Tender Submission

7.1 On-line Submissions :

The entire bid-submission would be online on the portal of M/s ITI Limited

<https://www.tenderwizard.com/BSNL>. Broad outline of submissions are as per Section 2 of this document.

7.2 Offline Submissions (physical document submission) :

The list of documents for this E-tender (offline) as per Clause “offline submission “ of Section 2, may be submitted by the tenderer in box kept at the following address:

Deputy General Manager (SE)
O/o DGM(NWO) (SE) BSNL Chennai Telephones,
652, Anna Salai,Mambalam Telephone Exchange,
Nandanam, Chennai 600035

SECTION-3

SPECIFICATION & SCOPE OF WORK

Bharat Sanchar Nigam Limited (BSNL), a Govt of India Enterprise intends to appoint a reputed agency for providing House keeping services for all Office Premises /Exchanges In DGM (SE) Area of BSNL, CHENNAI TELEPHONES.

The detail of work is listed in Section –3

1.Services:-

The House keeping services cover the entire cleaning and upkeep of office premises.

The scope of work in detail includes:-

SWEEPING OF ENTIRE OFFICE / PREMISES (Daily)

The entire office area including corridors and passages must be swept and sweepings collected to be taken away to the dust bin outside daily once.

All the rubbish in the dust bin of the offices as well as in the wash basins, toilets to be cleared.

Brooms and sweeping & cleaning materials, toilet buckets and dust bins are to be supplied by the contractor/Bidder.

SWEEPING OPEN SPACE(Daily)

Sweeping with broom sticks and removing the swept things outside the open space area.

Broom Sticks and other related materials are to be supplied by the Contractor/Bidder.

MOPPING OF CORRIDORS & PASSAGES(Daily)

Mopping of corridors & passages with appropriate soap oil depending upon the floor conditions. All the cleaning materials should be supplied by the contractor/ Bidder.

CLEANING OF OFFICE SPACE

Cleaning of PVC flooring, Coir Mats, Foot Mats etc. (Weekly)

Gentle dusting of walls(monthly), tables, chairs, furniture items (Daily), equipments of office etc.(Bi-weekly)

Cleaning of Partitions, windows, doors etc with wet clothes (monthly).

CLEANING OF TOILETS, URINALS & WASH BASINS ETC.(Daily twice)

Cleaning of floors & tiled walls with phenyl and cleaning acid and providing urinal cakes and naphthalene balls. Hanging of room freshener cakes in the toilet and urinal rooms.

All the materials should be supplied by the contractor/Bidder.

CLEANING OF OFFICERS CHAMBERS(Daily)

Cleaning of Furniture, Computers, Telephone Instruments, perfuming the Telephone receivers, Fax machines, Xerox machines etc.

DUSTING OF FANS, LIGHTS, TUBE LIGHTS & OTHER FITTINGS(monthly)

Removing the dust from electrical items gently and carefully with the soft, wet or dry clothes.

CLEANING OF TERRACE.(Monthly)

To remove dust and stagnated water in the terrace.Toiletries and other cleaning materials to be provided should be of high quality and branded one.

DETAILS OF LOCATION AND CLEANING

Sl. no	Name of location	Sweeping mopping of office premises in sq.ft	Cleaning of open space in sq.ft	Cleaning of closets + water closets in Nos.	Cleaning of Urinals in Nos.	Cleaning of wash basins in Nos.	Dusting of fans, tubelights, Fittings,etc. in Nos.
1	MAMBALAM INTERNAL	29,785	12,378	15+24	16	37	600
2	TCSC,MBM, GIRIROAD,Ch-17	3,157	2,511	2 + 3	02	04	65
3	GSM MBM	2,350	NIL	NIL	NIL	NIL	NIL
4	BROADBAND MBM	800	NIL	NIL	NIL	NIL	NIL
5	TRANSMISSION MBM	2,246	NIL	NIL	NIL	NIL	NIL
6	MYLAPORE INTERNAL	11,247	21,500	8	5	18	175
TOTAL		49,585	36,389	25+ 27	23	59	840
FREQUENCY		DAILY	DAILY	DAILY TWO TIMES A DAY OR AS REQUIRED			MONTHLY

SECTION – 4 Part A
GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1.0 DEFINITIONS:

Sl.No.	Abbreviation	Expansion
1.	CMD	Chairman and Managing Director
2.	BSNL	Bharat Sanchar Nigam Limited
3.	CHTD	Chennai Telephone District
4.	PGM(Central)	Pr. General Manager (Central Area)
5.	DGM	Deputy General Manager
6.	AGM/DE	Assistant General Manager/Divisional Engineer
7.	SDE	Sub Divisional Engineer
8.	Sq.Ft.	Square Feet
10.	EMD	Earnest Money Deposit
11.	EPF	Employee's Provident Fund
12.	ESI	Employee State Insurance
13.	Nos.	Numbers
14.	DD	Demand Draft
15.	O/O	Office of

2.0 Eligibility Criteria:

- 2.1 The firm/agency should have registered under companies act or any other appropriate authority to authorize for deployment of manpower services
- 2.2 The bidders intending to bid should preferably registered with Central Excise Dept for GST
- 2.3 The service provider should have minimum two years experience as on date of submission of e tender in providing housekeeping services to various Government Departments, Public Sector Undertakings and Autonomous organizations of Govt of India/States of India
- 2.4 Proof of experience of minimum two years as on date of submission of e tender in providing housekeeping services to various Government Departments, Public Sector Undertakings and Autonomous organizations of Govt of India/States of India
- 2.5 (a) The registered office or one of the branch offices of the bidder should be located in Chennai. The tenderer must follow all the regulations in force and to sign the undertaking in Annexure – C.
(b)The tenderer has to supply the materials in advance and therefore must be financially sound.
(c)The work involved is in sensitive places. Therefore tenderer must have trained workforce with sufficient experience in the field.
- 2.6 Bidders should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts..
- 2.7 The bidder should have valid PAN No. Acknowledged copy of IT returns filed for the Last Two financial years , to be attached with the tender form.

- 2.8 Undertaking as per Annexure B should be given that the Labour License will be submitted as per Labour License Act as soon as the contract is agreed.

Note: The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted should also be self attested by the bidder.

3.0 COST OF BIDDING:

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

4.0 DOCUMENTS REQUIRED

4.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/amendments/addenda if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5.0 CLARIFICATION OF BID DOCUMENTS

5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the BSNL by e mail to the BSNL's mailing address indicated in the invitation of Bid. The BSNL shall respond in e mail to any request for the clarification of the Bid Documents, which it receives 7 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the BSNL shall be sent to all prospective bidders who have received the bid documents.

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

6.0 AMENDMENT OF BID DOCUMENTS.

- 6.1 BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of bids with due notification to prospective bidders.
- 6.2 The amendments shall be notified by. email to all prospective bidders to the address intimated and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time (min 7 days) to take the amendment into account in preparing their bids, the BSNL may, at its discretion, extend the deadline for the submission of bids accordingly.

7.0 DOCUMENTS COMPRISING THE BID

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

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10.
- (b) Bid Security furnished in accordance with clause 12.
- (c) A Bid form and price schedule completed in accordance with clause 8 & 9

8.0 BID FORM

8.1 The bidder shall complete the bid form as per the schedule furnished in the bid document.

9.0 BID PRICES

- 9.1 Quoted Rates shall be inclusive of applicable Taxes excluding GST , if any.
- 9.2 Breakup of the rates quoted shall be given separately. For the purpose of evaluation, All GST shall be excluded from the rates quoted.
- 9.3 The Grand Total amount excluding GST will be the criterion for evaluation purpose. Rate should be quoted for all items of service compulsorily.
- 9.4 The rates quoted shall include cost of consumables and tools employed for cleaning work as detailed in Section 10-Annexure – A
- 9.5 The bidder shall furnish the amount as per Section 9 -B
- 9.6 The quantities given are approximate and may vary on actual measurement. However the rates quoted as per the quotation sheet will be taken for evaluation purpose and fixing of rates. The rates must be quoted for each and individual items separately.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 10.1. The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.
 - a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, in this regard also need to be submitted.
 - b) Additional documents to establish the eligibility and qualification of bidder as specified in Section – 1 and Section-4 Part B.
 - c) Power of Attorney as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c).
 - d) Documentary proof of GST Registration.
 - e) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34.
 - f) Certificate of incorporation
 - g) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.

10.0 deleted

11.0

12.0 BID SECURITY

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).
The bidder shall furnish the bid EMD by Demand Draft / Banker's Cheque from any nationalized bank for an amount of Rs.19100/- drawn in favour of , BSNL, Chennai Telephones and payable at Chennai. The EMD will not bear any interest and will be refunded / returned to the unsuccessful tenderer as the contract is finalized.
- 12.2 The MSE bidders are exempted from payment of bid security & Bid form.
- A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
 - The enlistment certificate issued by MSE should be valid on the date of opening of tender.
 - If a vender registered with body specified by Ministry of Micro, Small and Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 12.3 The bid security is required to protect the BSNL against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to para 12.6
- 12.4 A bid not secured in accordance with Para 12.1 & 12.2 shall be summarily rejected by the BSNL being non-responsive at the bid opening stage.
- 12.5 The bid security of the unsuccessful bidder will be returned/ discharged as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity prescribed by the BSNL pursuant to clause 13.
- 12.6 The bid security may be forfeited:
- If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the Bid form or extended subsequently, or
 - In the case of successful bidder, if the bidder fails:
 - to sign the contract in accordance with clause 28 or
 - to furnish performance security in accordance with clause 3 of Section -5.
 - In both the above cases, i.e. 12.6(a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of Advance Work Order. The bidder can not approach the court against the decision of BSNL in this regard.

13.0 PERIOD OF VALIDITY OF BIDS

- 13.1 Bid shall remain valid for period specified in clause 2 of Tender Information.
A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 13.2 In exceptional circumstances, BSNL may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

14.0 FORMAT AND SIGNING OF BID.

- 14.1 The bidder shall submit his bid, digitally sealed through E-Tendering complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated by Digital Signature & hand signatures by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- 14.2 The bid shall contain no inter lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrected documents or revisions shall be authenticated by the person signing the bid by affixing his signature. All pages of the original bid shall be digitally signed by the person or persons signing the bid.
- 14.3
- a. **The Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned.**
 - b. **The Power of Attorney should be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/Institution/Body Corporate.**
 - c. In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
 - d. Attestation of the specimen signatures of such authorized signatory of the bid by the Company's /firm's bankers shall be furnished. Name, Designation, phone number, mobile number, email address and postal address of the authorized signatory should be given.

15. SEALING AND MARKING OF BIDS

- 15.1 If both the envelopes are not sealed and marked as mentioned in clause 2 and 3 of Section 2, the bid shall be rejected.

16. SUBMISSION OF BIDS

- 16.1 Bids must be submitted by the bidders on or before the specified date and time indicated in clause 6 of section-1 i.e. **DNIT**.
- 16.2 BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the BSNL and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
- 16.3 The bidder shall submit his bid offer against a set of bid documents downloaded by him. Not more than one independent and complete offer shall be permitted from the bidder.

17. LATE BIDS

- 17.1 No bid shall be accepted after the specified deadline of submission of bids prescribed by the BSNL.

18. MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 The bidder may modify, revise or withdraw his bid after submission of bid prior to deadline prescribed for submission of bid.
- 18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per clause 15.
- 18.3 Subject to clause 20, no bid shall be allowed for modification subsequent to the deadline for submission of bids.

19. OPENING OF BIDS BY BSNL

- 19.1 BSNL shall open bids online in the presence of the authorized representatives of bidders on line or physically present who chose to attend, at time & date specified in Clause 7 of DNIT(Section-1) on due date. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening as per section 7 (C).
- 19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 Names of envelopes to be opened & information to be read out by the Bid opening Committee.
In single stage bidding & two envelopes system, the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the date of opening of Techno-commercial bids in this case & sealed financial bids will be handed over to DE (INTERNAL) Mambalam for retention. Thereafter the TEC will evaluate Techno-commercial bids. Financial bid of those bidders who are approved to be techno-commercially compliant by the competent authority will be opened by TOC in front of techno-commercially eligible bidders/ representatives by sending them a suitable notice.
- 19.4 The date fixed for opening of bids, if subsequently is declared as holiday by BSNL, the revised date of schedule will be notified. However, in the absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

20. CLARIFICATION OF BIDS

- 20.1 To assist in the examination, evaluation and comparison of bids, the BSNL may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. **However, no post bid clarification at the initiative of the bidder shall be entertained.**
- 20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the BSNL at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21. PRELIMINARY EVALUATION

- 21.1 BSNL shall evaluate the bids for the tendered services for which bid security is fixed, to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 The bidder must quote their offer as per Section -9-B Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of taxes, the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case of the price quoted does not tally with its break up quoted, the same shall be corrected by summing up the break ups.
- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. **If the SERVICE PROVIDER does not accept the correction of the errors, his bid shall be rejected.**
- 21.4 Prior to the detailed evaluation, pursuant to Clause 22, BSNL will determine the substantial responsiveness of each bid to the Bid Documents. For purposes of these Clauses, a substantially responsive bid is one which conforms, to all the terms and conditions of the Bid Documents without material deviations. BSNL's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 A bid, determined as substantially non-responsive shall be rejected by the BSNL and shall not subsequent to the bid opening be made responsive by the Bidder by correction of the non-conformity.
- 21.6 BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS.

- 22.1 The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the services offered, (excluding GST) as indicated in the price Section 9 - B of the Bid document after arithmetical corrections in the manner laid down in clause 21.2 above.
- 22.3 In case the Duties ,Taxes and Cesses which are not eligible for input tax credit as per the quotes indicated in the price schedule by the suppliers and subsequently at any stage it is found that Credit for such Duties ,Taxes and Cesses is admissible as per provision of GST law, then the suppliers will be liable to refund the amount equivalent of such Duties Taxes and Cesses if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all documents to claim such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim the credit viz. upload the information on GSTN. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law.

23. CONTACTING THE BSNL

- 23.1 Subject to Clause 20, no bidder shall try to influence the BSNL on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 23.2 **Any effort by a bidder to modify his bid or influence the BSNL in the BSNL's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.**

24. PLACEMENT OF ORDER

- 24.1 The BSNL shall consider placement of orders for services only on those eligible bidder whose offer has been found technically, commercially and financially acceptable. The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The BSNL reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price

25. BSNL'S RIGHT TO VARY QUANTITIES

- (a) BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract"
- (b) BSNL also reserves the right for placement of additional order or upto 50% of additional quantities of goods and services contained in the running tender/contract within period of 12 months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated(downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and impact of reduction in duties and taxes etc. and suppliers to be obtained within delivery period scheduled afresh
- (c) In exceptional situations (should be spelt out clearly) where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchasers reserves the right to place repeat orders up to 100% quantities of the goods and services contained in the running tender/contract within period of 12 months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated(downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and impact of reduction in duties and taxes etc.

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

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

27. ISSUE OF ADVANCE WORK ORDER

- 27.1 The issue of an Advance Work Order shall constitute the intention of the BSNL to enter into contract with the bidder.
- 27.2 The bidder shall (within 14 days of issue of the Advance Work Order) give his acceptance along with performance security in conformity with the proforma provided with the bid document at Section -7B.

28. SIGNING OF CONTRACT

- 28.1 The issue of Work Order shall constitute the award of contract on the bidder.
- 28.2 Upon the successful bidder furnishing performance security pursuant to clause 27, the BSNL shall discharge the bid security, except in case of L-1 bidder, whose EMBG/EMD shall be accounted as part of security deposit payable by the successful tenderer.

29. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the BSNL may make the award to any other bidder at the discretion of the BSNL or call for new bids.

30. deleted

31. REJECTION OF BIDS

- 31.1 While all the conditions specified in the Bid documents are critical and are to be complied with, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of which shall result in outright rejection of the bid.
- (a) The bids will be rejected at opening stage if Bid security is not submitted.
 - (b) If the eligibility conditions are not met and / or documents prescribed to establish the eligibility are not provided, the bids will be rejected without further evaluation.
 - (c) If Prices are not filled in as prescribed in price schedule.
- 31.2 Before outright rejection of the Bid by Bid-opening team for noncompliance of any of the provisions, the bidder company is given opportunity to explain their position, however if the person representing the bidder company is not satisfied with the decision of the Bid opening team, he / they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of work order against the instant tender.
- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to desirous participants to be present on the occasion.
- 32. Action by BSNL against Bidder(s)/vendor(s) in case of Default**
In case of default by Bidder(s)/ Vendor(s) such as
(a) The Bidder/vendor does not perform satisfactorily in the field in accordance with the conditions .
(b) Or any other default whose complete list is enclosed in Appendix-1.
BSNL will take action as specified in Appendix-1 of this section.
- 33. Deleted.**
- 34. NEAR-RELATIONSHIP CERTIFICATE**
- 34.1 The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm, certificate will be given by the proprietor. For partnership firm, certificate will be given by all the partners. In case of Limited Company, certificate will be given by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security/Performance security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 34.2 The company or firm or the person will also be debarred for further participation in the concerned unit.
- 34.3 The near relatives for this purpose are defined as:-
(a) Members of a Hindu undivided family.
(b) They are husband and wife.
(c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).The format of the certificate is given in Section 6(B).

35. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

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

As per requirement of the tender’s conditions, if any document / paper / certificate submitted by the participant bidder is found to be false / fabricated / tempered / manipulated at any stage during bid evaluation or award of contract, then the bid security (EMBG) 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 been already awarded to the bidder, then PBG / security deposit would be forfeited and the contract would be rescind / annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm.

36. Security Clause

Mandatory licensing requirement with regard to security related concerns issued by the Govt. of India from time to time shall be strictly followed.

SECTION – 4 Part B
SPECIAL INSTRUCTIONS TO BIDDERS

1. Bid security

The bank guarantee /DD for bid security or MSE registration certificate for claiming exemption from submission of bid security should be submitted. The bank guarantee/DD so submitted shall be as per the format given in **section-7 A** on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.

In case where the document of bid security is not submitted in the manner prescribed above, **THE BID SHALL BE REJECTED.**

SECTION – 4 Part C
E-tendering Instructions to Bidders1.

General :

Submission of **Online Bids is mandatory** for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory

Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL Chennai Telephones has decided to use the portal of M/s ITI Limited, New Delhi which is a Government of India Enterprise

{ <https://www.tenderwizard.com/BSNL> }

1. Tender Bidding Methodology :

1.1 Sealed Bid System “Two Stages - Two Envelopes”- Sealed Bid System .

Financial bids & Technical bids shall be submitted by the bidder at the same time.

E-Reverse Auction (if required) after opening of Financial bids.

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

2. Broad Outline of Activities from Bidder’s Perspective :

i. Procure a Digital Signature Certificate (**DSC**)

ii. Register on Electronic Tendering System® (**ETS**)

iii. Create Users and assign roles on ETS

iv. View Notice Inviting Tender (**NIT**) on ETS

v.. Download Official Copy of Tender Documents from ETS

vi . Clarification to Tender Documents on ETS

a. Query to BSNL (Optional)

b. View response to queries posted by BSNL

vii . Bid-Submission on ETS

viii Attend Public Online Tender Opening Event (**TOE**) on ETS – Opening of Technical Part

ix. . Post-TOE Clarification on ETS (Optional) – Respond to BSNL Post-TOE queries

x Attend Public Online Tender Opening Event (**TOE**) on ETS – Opening of Financial - Part (Only for Technical Responsive Bidders)

xi.. Participate in e-Reverse Auction on ETS (If applicable)

For participating in this tender “**online**”, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the **ETS { Electronic Tendering System }**

Note 1: It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Note 2: While uploading the documents, it should be ensured that the file name should be the Name of the document itself.

3. Digital Signing Certificate (DSC)

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

4. Registration of Tenderer :

4.1 To use the Electronic Tender portal <https://www.tenderwizard.com/BSNL> vendors need to register on the portal.

4.2 Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities.

4.3 In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website / portal, and click on the “**Vendor Registration**” Organization” link under “**Register me**” (on the Home Page), and follow further instructions as given on the site.

4.4 Pay **Annual Registration Fee** as applicable.

4.5 After successful submission of Registration details and Annual Registration Fee (as applicable), please contact ITI / ETS Helpdesk (as given below), to get your registration accepted / activated

4.6 To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under „**ETS User-Guidance Center**“ located on ETS Home Page, including instructions for timely registration on ETS.

4.7 The instructions relating to „**Essential Computer Security Settings for Use of ETS**“ and „**Important Functionality Checks**“ should be especially taken into cognizance.

4.8 Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them etc.,

4.9 Amendments, if any, to the E-Tender documents will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the E-Tender document from the website to keep themselves abreast of such amendments before submitting the E-Tender document. Intending bidders are requested to register themselves with M/s ITI through www.tenderwizard.com/BSNL for obtaining user-id, Digital Signature etc. by paying Vendor registration fee and processing fee for participating in the above mentioned E-Tender

ITI Limited., / ETS Help desk

Contact Person	Telephone / Mobile No	E-Mail id
SRI.KRIPAKARAN	9962676264	twhelpdesk679@gmail.com
SRI.NAGAPPAN	9894044392	twhelpdesk679@gmail.com
GENERAL HELP DESK	080-40482000	bsnlthelpdesk@gmail.com

For training of bidders, the bidders shall contact the ITI HelpDesk .

BSNL Contact

BSNL's Contact Person-1, DE(INTERNAL) MAMBALAM,

Phone Number- 044-24363333/9444979714

[from 10:00hrs to 17:30hrs on working days]

Email –deinternalady@gmail.com

BSNL's Contact Person-2, JTO(B&P,Mambalam.)

Telephone No.044-24345000/9445393477 from 10:00hrs to 17:30hrs on working days

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

The entire bid-submission would be online on ETS portal of ITI.

Broad outline of submissions are as follows:

- ☐ **Submission of Bid Security/Earnest Money Deposit (EMD)**
- ☐ **Submission of digitally signed copy of Tender Documents/Addendum/addenda**
- ☐ **Two Electronic Envelopes containing**

I. Technical BID

2. Financial Bid

Note: The Bidder has to upload the scanned copy of all above said original documents as per clause 3 of section-2 of Tender document as Bid Annexure during online bid submission.

6. Offline Submissions :

The bidder is requested to submit the following documents offline to
Divisional Engineer (INTERNAL) Mambalam, Mambalam Telephone Exchange Building,
No 652, Annasalai, Chennai 600 035 on or before the date & time of submission of bids
specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall
bear (the name of the work) the tender number and the words 'DO NOT OPEN
BEFORE'(due date & time) as mentioned in section 2 of tender document.

Phone Number - (Off) 044-24363333

Email –deintlmbm@gmail.com

- 1. GST Registration Certificate**
- 2. EMD-Bid Security in Original**
- 3. DD/Bankers cheque against payment of tender fee**
- 4. Power of attorney in accordance with clause 14.3 of Section 4 Part A**
- 5. Duly signed "Declaration under digital signature that no addition / deletion / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal" – in original. The declaration should be strictly in the Proforma given in Annexure –I.**

Note: The physical documents received after the prescribed date and time shall be summarily rejected.

7. Special Note on Security and Transparency of Bids :

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

As part of the Electronic Encrypter TM functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multiword sentence with spaces between words(eg I love this World). A Pass-Phrase is easier to remember ,and more difficult to break .It is recommended that a separate Pass-Phrase be created for each Bid- Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-Encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

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

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

8. Public Online Tender opening Event (TOE)

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

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

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

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

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

Important Note:

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

9. E-Reverse auction (If applicable)

E-Reverse Auction would be conducted **PLANWISE** on net cost to BSNL value for bid evaluation subsequently after the opening of the Financial-Part **if required**.

The following would be parameters for e-Reverse Auction:

Parameter Value

1 Date and Time of Reverse-Auction Bidding Event	Will be intimated to Responsive bidders after the opening of Financial-part
2 Duration of Reverse-Auction Bidding Event	Two hours
3 Automatic extension of the 'Reverse -Auction Closing Time', if last bid received is within a Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1 Pre-defined Time-Duration	5 minutes
3.2 Automatic Extension Time-Duration	10 minutes
3.3 Maximum no of Auto-Extension	6 Automatic Extension
4 Criteria of Bid-Acceptance	'Beat on Starting Price', as well as, 'Beat on Rank-1 Bid Value'
5 Entity – Start-Price	L1 of the respective item of Financial-Part
6 Minimum Bid-Decrement	Will be intimated later
7 Display of 'Pseudo Identity' of Bidders during bidding period	All Bidders, as well as, BSNL's officers
8 Display of Bidder's own current Rank	Yes
Note: Parameters at sl No:5& 6 shall be confirmed after opening and evaluation of financial bid parts.	

10. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<http://www.tenderwizard.com/BSNL>). and go to the User-Guidance Center

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.

4. Submit your bids well in advance of tender submission deadline on ETS (At least one day before the deadline) (There could be last minute problems due to internet time out, break down, etc).

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

11. Minimum Requirements at Bidders end

- **Computer System with good configuration (MinPIV, 1GBRAM, Windows**
- **XP- Service pack-III)**
- **Broadband connectivity.**
- **Microsoft Internet Explorer 6.0 or above**
- **Digital Certificate(s)**

SECTION-5

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general condition shall apply in contracts made by the BSNL for the procurement of services.

2. RESPONSIBILITY OF THE TENDERER

- 2.1 The engagement and employment of labourer 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.
- 2.2 Wages and all allied benefits shall be paid by the contractors and BSNL shall not incur any liability or additional expenditure what so ever for the personnel deployed.
- 2.3 The Contractor shall employ sufficient man power for up keeping the office Premises neat & Tidy.
- 2.4 The workmen should have sufficient experience and should be given identity cards. The workmen should report for duty sufficiently in advance so that the cleaning work will be completed before starting of the office hours. A responsible supervisor must be available to give instructions to the workmen. The workmen should not mishandle any of the machinery items, equipments, furniture, electrical fittings, office records etc., and should be careful when they are at cleaning work. If any damage is done to the departmental property, the cost will be recovered from the contractor.
- 2.5 The workmen should be so arranged, that some people might be available for cleaning during lunch hours.
- 2.6 The workmen should be assigned specific duties and the designated officer will check attendance.
- 2.7 If any of the workmen is found to be not performing his/her duty properly or otherwise found not suitable, the contractor must immediately replace such workmen.

- 2.8 The work must be done on all working days and special cleaning should be done on holidays also.
- 2.9 In case any workmen get an injury/ damage or meets with an accident in the course of discharge of their duty in our premises, the contractor has to take full responsibility for the treatment and entire cost of compensation should be borne by the bidder and BSNL Chennai Telephones will stand indemnified against any claims / damage / Compensation payment of compensation to them. The contractor should ensure that all workmen involved should be covered by adequate insurance scheme. The sole responsibility for any legal or financial implication would vest with the bidder only. BSNL shall have no liability what so ever.
- 2.10 The contractor must supply all the materials required for cleaning. Good quality cleaning materials of sufficient quantity should be supplied.
- 2.11 All wages and allied benefits such as leave, ESI, EPF, Gratuity , Bonus etc, shall be paid by the contractor and BSNL shall not incur any liability or additional expenditure whatsoever for personnel deployed.
- 2.12 The contractor must abide by all law regarding employment of labour.
- 2.13 The labourer engaged in Housekeeping and catering work should be paid the Minimum wages in accordance with the memorandum issued by the Ministry of Labour and Employment (Govt. of India).
- 2.14 The payment to the labourer should be paid before 7th of every month.
- 2.15 The contractor should bring all the materials to be used as per Annexure -A to the work spot at the beginning of the month. The contractor shall provide sufficient men and supervisory staff.
- 2.16 The tenderer shall provide proper uniform to their staff as specified and the staff should always be in neat and clean uniform while on duty.
- 2.17 The contractor will send sufficient men depending upon the needs of the office.
- 2.18 No child labour should be employed.
- 2.19 No sub contract is permissible.
- 2.20 In case of theft, damage, or loss of BSNL property on account of negligence of the contracted work men, the value of loss shall be assessed by the DE / SDE/ JTO concerned and the amount will be recovered from the bill of the contractor.
- 2.21 BSNL shall not be responsible for any claim/compensation that may arise due to damages/injuries to the contractor's employee(s) under any circumstances while an employee(s) of the contractor is engaged in duty under the Contract.
- 2.22 The contractor shall also be bound to discharge obligations as provided under various statutory enactment including the Employees Provident Fund & Miscellaneous Act, 1952, Employees Pension Scheme, 1995, ESI Act 1948, Contract Labour (Regulation and abolition) Act, 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Workmen's compensation Act 1923, Works Contract Act, 1999 and other relevant Acts, Rules and Regulations in force and as amended from time to time and are in force in the State where the subject work under this Contract are executed.

3. **PERFORMANCE SECURITY**

- 3.1 The successful tenderer (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc., shall furnish performance security to the BSNL valid for a period of 1 year and six months for an amount equal to 10% of the value of ADVANCE WORK ORDER within **14 days** from the date of issue of Advance Work Order by the BSNL.
- 3.2 The proceeds of the performance security shall be payable to the BSNL as compensation for any loss resulting from the service provider's failure to complete its obligations under the contract.
- 3.3 The performance security can be paid in the form of DD drawn in favour of , BSNL Chennai Telephones payable at Chennai or Bank Guarantee issued by a scheduled Bank and in the form provided in '**Section -7B**' of this Bid Document.
- 3.4 The Performance security will not carry any interest.
- 3.5 The Performance security shall be forfeited in case the tenderer fails to discharge his duties satisfactorily and the contract is terminated pre-maturely.
- 3.6 The performance security Bond will be discharged by the BSNL after completion of the service provider's performance obligations under the contract.

4.0 **INSPECTION**

The designated officer of BSNL shall oversee the work and certify the satisfactory performance of the work of the contractor.

5.0 **EXECUTION OF WORK.**

- 5.1 Performance of work shall be in accordance with the terms and conditions of the contract.

6.0 **PERIOD OF CONTRACT.**

The period of contract will be one year from the date of award of the work and can be extended by mutual consent. The amount quoted shall not vary during the validity period and extended period of validity.

7 **PAYMENT TERMS**

- 7.1 All the payment will be made through electronic fund transfer (EFT). The Service provider has to fill in mandate form given in section-10.
- 7.2 The contractor shall submit the bill on monthly basis within 15 days of expiry of the calendar month to the designated officer.
- 7.3. Payment will be made after due verification on the services performed on monthly basis against the bills submitted. Income Tax will be deducted against the bills submitted. The printed invoice shall indicate the GST Registration number.
- 7.4 Along with the bill the following information should be furnished. Each bill of the contractor must accompany the
- (i). List showing the details of labourer / employees engaged.
 - (ii). Duration of their engagement.
 - (iii) The amount of wages paid to such labourer/employees for the duration in question.
 - (iv) Amount of EPF contribution of both employer and employee for the duration of engagement in question paid to EPF authorities along with membership details..
 - (v) Copies of authenticated documents of such payments and a declaration from the contractor regarding compliance of the conditions of EPF Act 1952.

- (vi) Copy of ESI payment challan to be enclosed.
- (vii) Copy of the GST payment challan to be enclosed.
- (viii) Proof of payment of the appropriate amount to labourer individually in Bank, ESI, EPF should be attached every month
- (viii) Cash bill for the material purchased not more than MRP/market rate as per tender condition

8. PRICES

- 8.1 Prices charged by the service provider and services performed under the contract shall not be higher than the prices quoted by the service provider in his bid except for variation caused for changing taxes.
- 8.2 For changes in taxes during the contract period, the rate shall be regulated as under:
 - (a) Amount will be fixed at the time of issue of work order as per taxes and statutory duties applicable at that time
 - (b) In case of reduction of taxes and other statutory duties during the finalization period of tender BSNL shall take the benefit of decrease in these taxes for the services made from the date of enactment of revised taxes.
 - (c) In case of increase in taxes during the scheduled contract period the Contractor has to bear the increased Taxes and comply the statutory provisions. BSNL will not bear any cost on account of increase in Taxes during the period of Contract.

9. CHANGES IN WORK ORDER.

- 9.1 BSNL may at any time by written order make changes within the general scope of the contract.
- 9.2 If any such change causes an increase or decrease in the cost, any equitable adjustment will be made in the contract price and contract shall accordingly be amended.

10. UNSATISFACTORY PERFORMANCE

- 10.1 Performance of the services shall be made by the contractor in accordance with the SCOPE specified by the BSNL in its work order / tender document. In case the services are not done / completed, as indicated in the work order, BSNL reserves the right either to short close /cancel this work order and/or recover penalty. The cancellation / short closing of the order shall be at the risk and responsibility of the service provider and BSNL reserves the right to offer the services at the risk and cost of the defaulting service providers.

If in view of the nominated officer the work is not satisfactory or materials used is sub standard quantity, a fine/ penalty equal to 1% of the monthly rate will be deducted for each day subject to a maximum of 25% of tender value.

The above penalty will be made by way of deduction in the monthly cleaning bill presented. The decision of the PGM Central Chennai Telephones will be final in all the above matters.

11. FORCE MAJEURE

- 11.1 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 is prevented or delayed by reasons 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 event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the BSNL as to whether the services have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

12. Action by BSNL against Bidder(s)/vendor(s) incase of Default

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

- (a) if the contractor fails to provide service as per the terms and conditions of the contract, or any extension thereof granted by BSNL.
 - (b) if the service provider fails to perform any other obligation(s) under the Contract; and
 - (c) The Bidder/vendor does not perform satisfactorily in the field in accordance with the conditions .
 - (d) Or any other default whose complete list is enclosed in Appendix-1.
- BSNL will take action as specified in Appendix-1 of this section.

13. TERMINATION FOR INSOLVENCY

BSNL may at any time terminate the Contract by giving written notice to the service provider, without compensation to the service provider. If the service provider becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the BSNL.

14. ARBITRATION

In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the PGM(NW-O) Central, BSNL, CHTD or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the PGM(NW-O) Central, BSNL, CHTD or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the PGM(NW-O) Central, BSNL, CHTD or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the, PGM(NW-O) Central, BSNL, CHTD 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 on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the PGM(NW-O) Central, BSNL, CHTD or the said officer shall appoint another person to act as an 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 predecessors.

15.1 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 the 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.

15.2 The venue of the arbitration proceeding shall be the office of the PGM(NW-O) Central, BSNL, CHTD or such other places as the arbitrator may decide.

15. SET OFF

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

16. AGREEMENT

16.1 The successful tenderer should submit the agreement before commencement of the work.

17. COURT JURISDICTION:

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

17.2 Where a contractor has not agreed to arbitration, the dispute/claims arising out of the Contract/PO entered with him shall be subject to the jurisdiction of the Competent Court at the place from where Contract/PO has been issued. **‘This Contract / PO is subject to jurisdiction of Court at Chennai only’**

SECTION -6

6 (A) UNDERTAKING & DECLARATION

6(A): For understanding the terms and condition of tender and specification of work.

a). **Certified that**

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

b). **the Tenderer hereby covenants and declares that:**

1. All the information, documents, Photo copies of the documents/certificates enclosed along with the tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/cancel the LOA/Purchase/Work order if issued and forfeit the EMD/SD/Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

Signature of the Tenderer

Place:

Name of tenderer along with date & seal

6(B): NEAR-RELATIONSHIP CERTIFICATE

T.E.No :

Due to open on :

From

To

The PGM (NWO-C),
Chennai Telephones,
No.10,Dams road,
Chennai-600 002.

Dear Sir,

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

Dated this..... Day of.....

Signature:.....

(Name in Block Letters of the SIGNATORY)

In the Capacity of

Note:

In the case of proprietorship Firm Certificate will be given by the proprietor. For partnership firm the certificate will be given by all the partners and in case of Limited Company by all the Directors of the Company. “Government of India/ Financial Institution Nominees and Independent Non official directors appointed by Government of India or the Governor of the state are excluded from the purview of submission of Certificate”

6(C): NON BLACK LISTING CERTIFICATE

T. .E NO :

From

To

The PGM (NWO-C),
Chennai Telephones,
No.10,Dams road,
Chennai-600 002.

We hereby certify that we have not been black listed by any BSNL Circle or any other Government Departments at any time so far.

Dated this..... Day of.....

Signature:.....

(Name in Block Letters of the SIGNATORY)
In the Capacity of

**SECTION –7
PROFORMAS**

7(A) For the Bid Security/EMD Guarantee (to be typed on Rs. 100/- non-judicial stamp paper)

Whereas M/s _____ R/o _____
(Hereafter referred to as Bidder) has approached us for giving bank guarantee of Rs. _____ /-
(hereafter known as the “BG amount”) valid up to _____ /20 _____ (hereafter known as the “validity
date”) in favor of CGM, CHTD (Hereafter referred to as BSNL) for participation in the tender
for the supply _____ vide tender Enquiry No: _____.

Now at the request of the Bidder, We _____ Bank _____ Branch having
(address) and registered office address as _____ (hereinafter called “the Bank”)
agree to give this guarantee as hereinafter contained.

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the “BG amount”.
- 3 We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said bidder(S) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said \

agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said bidder(s), or for any forbearance, act of omission

on the part of the BSNL or any indulgence by the BSNL the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained:
 - (a) The liability of the Bank under this guarantee is restricted to the “BG Amount” and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker’s cheque in favour of “ BSNL, Chennai Telephones payable at Chennai.
- 8 The Bank Guarantee that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:-

Date:-

(Signature of the Bank Officer)

Rubber stamp of the bank
Authorised power of attorney Number
Name of the Bank officer
Designation
Completer postal address of Bank
Telephone Number
Fax Number:

7(B) For the Performance Guarantee (to be typed on Rs. 100/- non-judicial stamp paper)

Whereas R/o
(Hereafter referred to as BSNL) has issued an AWO No: dated / /20 awarding the work/order for the supply of to M/s R/o (hereafter referred to as Bidder”) and BSNL has asked him to submit the performance Guarantee in favour of CGM, CHTD, Chennai for Rs. /- (hereafter referred as “PG Amount”) valid up to / /20 (hereafter referred to as “Validity date”).

Now at the request of the Bidder, We Bank Branch having
(address) and registered office address as (hereinafter called “the Bank”) agree to give this guarantee as hereinafter contained.

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

Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee.

The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.

4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the BANK and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained:
 - (a) The liability of the Bank under this guarantee is restricted to the “BG Amount” and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker’s cheque in favour of “ BSNL Chennai Telephones payable at Chennai.

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

Place:-

Date:-

(Signature of the Bank Officer)

Rubber stamp of the bank
Authorised power of attorney Number
Name of the Bank officer
Designation
Completer postal address of Bank
Telephone Number
Fax Number:

7 (C) For Letter of Authorization for attending Bid Opening Event.

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

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the tender no. in respect of (Item of work) which is due to open on (Date) in the O/o D.E.,Mambalam (Intlernal), Mambalam Telephone Exchange Building, 652,Annasalai, Chennai - 600 035.....

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

.....
Signature of the Representative

Signature of Bidder/ Officer authorized to sign on behalf of the Bidder

Name of the Representative

.....
Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

Note

- 1: Only one representative will be permitted to attend the Bid opening
3. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

SECTION- 8
Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:

2. Present Correspondence Address

.....
.....

Telephone No. Mobile No. FAX No.....

3. Address of place of works/manufacture

.....
.....

Telephone No. Mobile No.

4. State the Type of Firm: Sole proprietor-ship //partnership firm /

/(Tick the correct choice): Private limited /

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

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

6.

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

.....
.....

7. Permanent Account No. :

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

(a) Beneficiary Bank Name:.....

(b) Beneficiary branch Name:.....

(c) IFSC code of beneficiary Branch..... (d) Beneficiary account No.....

(e) Branch Serial No. (MICR No.):.....

9. Whether the firm has Office in Chennai? If so state its Address

.....
.....

B) Questionnaire

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

1.1 If Yes, Give details

.....
.....

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

2.1 If Yes, Give details

.....
.....

3. Suggestion for improvement of the tender document.

.....
.....
.....

Place.....

Date

Signature of contractor

Name of Contractor

**SECTION-9 Part-A
BID FORM**

From **To,**
..... **The Divisional Engineer (INTERNAL)**
..... **Mambalam Telephone Exchange,**
652, Annasalai, BSNL, Chennai Telephones,
Chennai-35.

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

Ref: Your Tender Enquiry No.dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide housekeeping and catering services in conformity with the conditions of contract for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @10% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete housing keeping and catering services and perform all the services specified in the contract in accordance with the tender document.
7. Until a formal Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us

Dated: day of 20...

Witness

Signature.....

NameAdress

Signature

Name

In the capacity of

Duly authorized to sign the bid
for and on behalf of

SECTION 9-PART B
PRICE BID/FINANCIAL BID– SCHEDULE

e-TENDER No. DGM(SE)/HK /2019-20 dated 18.10.2019

Housekeeping Services at DGM(SE)Area

QUOTATION FORM(Including Labour&Material cost)(Excluding GST)

Sl.No	Name of Service	Quantity	Frequency	Rate/sq.ft/nos./Per month (Inclusive of labour&material) (excluding GST)	Total Amount per month
1	Sweeping of the entire open area of Mambalam Intl, Mylapore Intl, TCSC-Giri Road,CH-17	36,389 sq.ft	Once Daily		
2	Sweeping & mopping the entire office premises of Mambalam Intl, Mylapore Intl, TCSC-Giri road, GSM-Mambalam, Transmission-Mambalam, BB-Mambalam.	49,585 sq.	Once Daily		
3	Cleaning of toilets in all exchanges and offices	52 nos.	Twice Daily		
4	Cleaning of Urinals, Washbasins etc., in all exchanges and offices.	23 Urinal + 59 Washbasins+82 nos..			
5	Dusting of fans, lights, tubelights and other fittings in all floors of exchanges and offices.	840 nos.	Monthly once		

GRAND TOTAL (Excluding GST) in Rs.

(GST Registration No. should be invariably mentioned in the claim)

(Rupees)/per month

Note: (1) BSNL reserves right to offer either all the works or only a few items depending upon the Circumstances.

- (2). The Grand Total amount (excluding GST) will be criterion for evaluation purpose. Rate should be quoted for all items of service compulsorily.
- (3). The rates quoted include labour, cost of consumables as detailed in Section 10—Annexure-A and tools employed for cleaning works.
- (4). The contractor should employ requisite manpower to maintain all the sites and the compensation to the manpower should be in accordance to the justification of Labour Act and minimum wages Act in force.

Signature of the tenderer

Name:

Relationship with the company with Rubberstamp of the company

SECTION 10
MANDATE FORM

E payment of Suppliers bills through RTGS

Sl.No		Particulars
1.	Companys Name	
2.	Address	
3.	Phone No.	
4.	Particulars of Accounts. Name of the Account	
5.	Bank name	
6.	Account No.	
7.	Branch name 7 Address	
8.	IFSC Code of Branch	

I/We hereby declare that the particulars given above are correct and complete. I/We undertake that till a change is requested by us the payment shall continue to be in the above account only. I/We also agree to bear the RTGS charges in case such charges are levied by any bank for processing the RTGS transaction.

** Certified that the particulars furnished above are correct as per our records.
Bank Stamp

Signature of the Authorised Officer
(From the bank)

**Annexure I
Declaration**

I,son of,

Residing at

**..... hereby certify that no
addition / deletion / corrections have been made in the downloaded e-tender
document being submitted and it is identical to the e-tender document
appearing on e-tender Portal as per format _____.**

Date:

Place:

Signature of the Tenderer/bidder

Name:_____

Address: _____

(Annexure - A)

e-TENDER No. DGM(SE)/HK /2019-20 dated 18.10.2019

LIST OF CONSUMABLES - MONTHLY REQUIREMENTS

(May be revised by Officer- incharge based on the actual need.)

Sl.no	Name of the items	Quantity	MBM INTL	MYL TE	TCSC-MBM	TXM-MBM	GSM-MBM	BB-MBM
1	Brooms (for open Space) Hard	10 Nos	7	2	1	-----	-----	----
2	Soft brooms	12 Nos	6	2	1	1	1	1
3	Mopping sticks (Full set) Bi-Monthly	10 Nos						
4	Dusters(Cleaning cloth)	50						
5	Brooms for toilets	12						
6	Cleaning powder	15kgs						
7	Soap oil	15ltrs						
8	Phenyl(Concentrated)	15ltrs						
9	Naphthalene balls	4kgs						
10	Urinal cakes	25 pkts						
11	Room spray	10 nos.						
12	Odonil cakes	25nos.						
13	Cleaning acid	8 Ltrs						
14	Bleaching powder	7kg						
15	Cobweb removing Stick	6nos.						
16	Toilet cleaning Brushes	26nos.						
17	Baskets for garbage clearance	8 nos						
18	Basket with lid for garbage collection	15 nos.						
19	Basket without lid for garbage collection	36nos						
20	Plastic buckets-big	13 nos.						
21	Plastic buckets-small	30 nos.						
22	Floor cleaning liquid	35ltrs						
23	Toilet cleaning liquid	15ltrs						
24	Dettol 250ml once in Three months	20 Bottles						
25	Plastic mugs/once in three months	20nos.						
26	Cleaning brush for washbasin	10nos						

**Item Nos 16,17,18,19,20 &21 are to be used as long as they last. To be
procured whenever needed.**

**SIGNATURE OF AUTHORITY
OF BUSINESS FIRM WITH SEAL**

ANNEXURE – B

UNDERTAKING

- (1) Have you obtained labour license? Yes or No
- (i) If yes, give license No. and enclose a copy
- (ii) If no, do you agree to get the license as per labour license act, as soon as the contract is agreed?
- (2) Are you employing child labour?
- (3) Are you paying EPF&ESI contribution to your employees regularly?
- (i) If Yes, registration particulars under EPF &ESI may be furnished and enclose a copy.
- (ii) If No, are you exempted from EPF& ESI as per provision of the EPF&ESI Act?
- (iii) Do you agree to pay the EPF&ESI contribution regularly?
- (4) Are you ensuring the payment of minimum wages of the workforce? YES/NO
- (5) Are you ensuring payment of Bonus to the workforce ? YES/NO

I / We declare the above information is correct and I / We undertake to abide by all labour laws in force.

Sign of the Contractor: _____ :
Name _____ :
Relationship with the company _____ :

Date: _____

Signature of the Tenderer. _____

Annexure-C

CERTIFICATE OF MINIMUM WAGES TO BE SUBMITTED BY THE TENDERER

I/WE _____ R/O _____

_____ hereby certify that we shall comply with minimum Wages Act that are to be paid to the labourers engaged by us vide latest rate as fixed by the labour commissioner. While quoting the rates for the tender, any dispute arises out the payment of minimum wages responsibility lies with us only. We also certify that we shall comply with the ESI, EPF, GST taxes and other mandatory charges regularly as per existing rules without any fail.

Date :

Signature of tenderer with seal.

Place :

(Annexure - D)

DETAILS OF LOCATION AND CLEANING

e-TENDER No. DGM(SE)/HK /2019-20 dated 18.10.2019

Housekeeping Services at DGM(SE)Area

Sl. no	Name of Location	Sweeping mopping of office premises in sq.ft	Cleaning of open space In sq.ft	Cleaning of toilets + water closets in Nos.	Cleaning of Urinals in Nos.	Cleaning of Washbasins in Nos.	Dusting of Fans,Tubelights, Fittings etc., in Nos.
1	Mambalam Internal	29,785	12,378	15 + 24	16	37	600
2	TCSC,MBM, Giri road, CH-17	3,157	2,511	2 + 3	2	4	65
3	GSM-MBM	2,350	NIL	NIL	NIL	NIL	NIL
4	Broadband-MBM	800	NIL	NIL	NIL	NIL	NIL
5	Transmission -MBM	2,246	NIL	NIL	NIL	NIL	NIL
6	Mylapore-Internal	11,247	21,500	8	5	18	175
Total		49,585	36,389	25 + 27	23	59	840
Frequency		Daily	Daily	Daily two times a day or as Required			Monthly

Annexure E



VENDOR MASTER FORM



(The details listed will be used for making all payments against POs / WOs, refund of EMDs / SDs, intimation of payments by email, issue of TDS certificates, C Form for CST purchases etc.)

(*) Minimum Required Fields to be Filled by the Company/Vendor. Please Attach copies of the supporting documents.

Title*	:	<input type="text" value="Mr."/>	<input type="text" value="Ms."/>	<input type="text" value="M/s"/>	<input type="text" value="Dr."/>	
Name*	:	<input type="text"/>				
	:	<input type="text"/>				
	:	<input type="text"/>				
Address *	:	<input type="text"/>				
	:	<input type="text"/>				
	:	<input type="text"/>				
Town/District*	:	<input type="text"/>				
City*	:	<input type="text"/>				
State*	:	<input type="text"/>				
Posta/Pin code*	:	<input type="text"/>	Country*	:	<input type="text"/>	

Contact Details:

Telephone Number	:	<input type="text"/>	Fax No.	:	<input type="text"/>
Email_id	:	<input type="text"/>			
<small>(Mandatory for E-Tendering)</small>					
Name of Contact Person	:	<input type="text"/>	Mobile No.	:	<input type="text"/>
Alternate Contact Person	:	<input type="text"/>	Mobile No.	:	<input type="text"/>

Tax information:

PAN	:	<input type="text"/>			
Service Tax reg. no.	:	<input type="text"/>			
LST (Local VAT reg.No.)	:	<input type="text"/>	CST Reg. No	:	<input type="text"/>
Tax Registration no. (for Foreign Vendors)	:	<input type="text"/>			

Income Tax Exemption details:

IT exemption no.	:	<input type="text"/>	IT exemption rate	:	<input type="text"/>
IT Exemption date	:	<input type="text"/>			
IT exemption date from	:	<input type="text"/>	IT exemption date to	:	<input type="text"/>

Excise Details:

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/ Bank Details:

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

Type of Account : Savings(10) ☐ Current(11) ☐

SWIFT Code :
(for Foreign Vendors)

IBAN :
(for Foreign Vendors)

(Enclose a blank Cheque / a photocopy of the Cheque to verify A/c No. & Bank details)

Industry Status:

Micro/ SSI Status : Yes ☐ No ☐

1. I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.
2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.

Note:

1. If PAN is not provided, TDS @20% will be deducted wherever applicable.
2. If Excise Registration/Service Tax Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.
3. If Bank Particulars are not provided, the payment will be made by Cheque only.
4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company / Vendor Authorized Signatory / Designation	Date:	Company Seal
(For Office Use)		
Vendor Account Group : <input type="text"/>	Payment Method : <input type="text"/>	
TDS Type - Invoice : <input type="text"/>	TDS Code - Invoice : <input type="text"/>	
Checked by:	Authorized by (Finance)	SAP Vendor Master Created on
		SAP Vendor Code

ANNEXURE-F

Appendix-1 to Section 4 Part A of Chapter 4 (Standard Tender Enquiry Document)

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(b) contd.	(iii) If <i>detection of default after receipt of PG/ SD (DD,BG etc.)</i> .	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	(iv) If <i>detection of default after issue of PO/ WO</i>	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.

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

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

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
10 con-td.		iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) in spite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Goods and Services Tax / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	

a)	If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
b)	If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
c)	If the vendor/ supplier fails to submit required documents/ information, where required.	
d)	Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	

Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.

Note 8: -In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.

Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.

Annexure G

The successful Tenderer shall have to execute the following Agreement;

This agreement made on this day of month.....

(Year)..... between M/s. hereinafter called “The Contractor” (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & BSNL-CHENNAI TELEPHONES hereinafter referred to as BSNL, of other part.

Whereas the contractor has offered to enter into contract with the said BSNL for Work/Services Contract under -“House Keeping services” in all office premises / Exchanges, situated at various places in DGM (SE) area of Chennai Telephones on the terms and conditions , stipulated in the tender document herein contained and the rates approved by BSNL (copy of rates annexed) have been duly accepted and where as the 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 presents witness and it is hereby agreed and declared by and between the parties to these presents as follows:

- 1) The Contractor shall, during the period of this contract that is to say from to Or completion of work for Rs... per month (In words)..... Whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carry out, by means of equipments /labours employed for the works as described in tender documents, when BSNL or Area Pr.GM/GM/ADDL.GM/DGM/AGM/DE or any other persons authorized by BSNL-CHENNAI TELEPHONES in that behalf require. 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.
- 2) The NIT (notice inviting tender), Bid documents (Technical and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, 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.
- 3) The contractor shall also supply the requisite number of workmen as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of works within the time prescribed in the work orders.
- 4) The contractor hereby declares that nobody connected with or in the employment of the BSNL is not /shall not ever be admitted as partner in the contract.
- 5) The contractor shall abide by the terms and conditions, rules, guidelines, 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.
6. All the disputes are subject to the jurisdiction of Chennai only.

In witness whereof the parties presents have here in to 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 BSNL Chennai Telephones