



**BHARAT SANCHAR NIGAM LIMITED
CHENNAI TELEPHONES**

BID DOCUMENT

**e-TENDER FOR HOUSE KEEPING IN THE
PREMISES OF RSU/SUB-DIVISION/MSU/OFFICE IN
DGM(SW) ZONE OF SOUTH AREA OF BSNL,
CHENNAI TELEPHONES**

e-TENDER No. DGM(SW)/HK/2019-20/03 dated 22.04.2019

**PR. GENERAL MANAGER (NWO-SOUTH)
BSNL CHENNAI TELEPHONES
40 - E CIPET ROAD, TVK INDUSTRIAL ESTATE
GUINDY, CHENNAI – 600032.**

Certified that the tender contains 69 **Pages** only

TABLE OF CONTENTS

<u>SECTION</u>	<u>SUBJECT</u>	<u>PAGE No.</u>
I	Notice Inviting e-Tender	3
II	INFORMATION AND SPECIAL INSTRUCTIONS FOR BIDDERS FOR e-TENDERING at https://www.tenderwizard.com/BSNL	7
III	GENERAL CONDITIONS OF TENDER	12
IV	TERMS AND CONDITIONS OF THE AGREEMENT	24
V	COMMERCIAL CONDITIONS OF THE AGREEMENT:	36
VI	Specification & Scope of Work	39
VII	Locations of work, Open & Carpet space & other available fixtures/installations	40
VIII	Location wise Materials for monthly house keeping	41
IX	Minimum wage work out details for hiring of house keeping (unskilled) services – Latest notifications	44
X	PRICE BID/FINANCIAL BID – SCHEDULE	45
<u>Annexures</u>		
I	Declaration	47
II	Bidder profile	48
III	Statement of Compliance	49
IV	Advance Stamped Pre-Receipt	50
V	Vendor Master Form	51
VI	Undertaking & Declarations / No relations certificate/ Never debarred/Blacklisted	53
VII	Agreement	56
VIII	Performance Security Bond	58
IX	Bid Form	60
X	Statutory Registrations undertaking	61
XI	Letter of Authorisation for attending Bid opening	62
XII	Standard Enquiry Document	63

BHARAT SANCHAR NIGAM LIMITED
(A GOVT. OF INDIA ENTERPRISE)
PR. GENERAL MANAGER (NWO-SOUTH)
BSNL CHENNAI TELEPHONES, 40 - E CIPET ROAD,
TVK INDUSTRIAL ESTATE, GUINDY, CHENNAI – 600032.

TENDER No. DGM(SW)/HK/2019-20/03 dated 22.04.2019

SECTION-I - NOTICE INVITING TENDER

Digitally Sealed tenders (Single Stage) are invited by the undersigned for and on behalf of BSNL, Chennai Telephones from GST registered vendors for Tamilnadu & Chennai only for the works/services contract for “House Keeping” in the premises of RSU/ Sub-Division/ MSU/ Office Bldg., situated at various places in the zone of DGM(SW) in South Area of Chennai Telephones through E -tendering. This e-Tender is being conducted through e-procurement Portal <https://www.tenderwizard.com/BSNL> For further details, please refer the details given below in this e-tender document. Tender submitted without the cost of Tender document and Earnest Money deposit shall not be considered for tender bidding. The payment of Bid Security and Cost of e-tender document shall be exempted to NSIC/MSME registered bidders on production of requisite proof in respect of valid certification from NSIC/MSME for the tendered item/work.

1	Name of work	Works/Services Contract -“House Keeping” in the premises of RSU/ Sub-Division/ MSU/ Office Bldg., situated at various places in the zone of DGM(SW) in South Area
2	Scope of Work * (* The area under Housekeeping can be increased or decreased at the discretion of BSNL)	Total no. of locations : 23 (Twenty Three) Total Open Area 4051.27 Sq. Mtr. Total Carpet Area 8486.70 Sq. Mtr. No. of Toilets 90 nos. No. of Urinals 43 nos. No. of Wash basins 66 nos. (The housekeeping services for Open Space is less labour oriented when compared to Carpet Space and hence 40% weightage is given for Total Open space while billing for the housekeeping services of the Division)
3	Office of issue	Dy. GENERAL MANAGER (NWO-SW) BSNL CHENNAI TELEPHONES
4	Contact information	Tel: 044-22500290, Fax : 044-22500010
5	Cost of Tender form (The copy of the receipt/DD as proof shall be uploaded on line at https://www.tenderwizard.com/BSNL)	Rs.590/= inclusive of 18% GST.
6	Earnest Money Deposit (EMD) (The copy of the receipt/DD as proof shall be uploaded on line at https://www.tenderwizard.com/BSNL)	Rs.58,000/- (Rupees Fifty eight Thousand only)
7	Estimated Cost of the Tender	Rs.29,00,000/- (Rupees Twenty nine Lakhs only)
8	Security Deposit	5% of Annual Contracted amount
9	e-tender Document available on-line at https://www.tenderwizard.com/BSNL	from 16.00 HRS of 16.05.2019 to 16.00 HRS of 06.06.2019
10	Last date and time for receipt of E - Tender	11.00 HRS of 07.06.2019
11	E -Tender Opening date and time	At 12.00 Noon of 17.06.2019

1. 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 (scanned copies to be uploaded with Digital Sign):

- (a) **GST registration certificate having registered for Tamilnadu & Chennai only**
- (b) Digitally signed copy of Tender Document (70 pages), Corrigendums 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 a minimum of one year** as on the date of submission of the e-tender, in similar fields with Public Sector Undertakings, Government Establishments, Multi-national Company(s), etc.,. (Proof of experience in the form of relevant “Work order” is to be attached)
- (f) Request for claiming exemption of Bid security & tender document fee and Proof in respect of valid certification from NSIC/MSME for the tendered item/work

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

- (a) Proof for payment of Tender Processing Fee of M/s ITI Limited as per Para 7(iii) of “INFORMATION AND SPECIAL INSTRUCTIONS FOR BIDDERS”
- (b) Scanned copy of The Registration of the Firm, Authenticated copy of Partnership Deed in cases of Partnership Firm.
- (c) Duly filled in Bid form, as per Annexure IX.
- (d) 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”.
- (e) Duly filled in Tenderer’s profile, as per Annexure II of the Tender Document.
- (f) Scanned copy of Original “**Power of Attorney**” in case a person other than the Tenderer has signed the Tender Document.
- (g) Duly filled in “No near relative certificate from all partners” in case of Partnership firm and all the Directors in the case of a Company.
- (h) Duly filled in Annexure VI– “Declaration regarding not blacklisting/ not debarring from taking part in Govt. Tender by any BSNL unit”.
- (i) Scanned copy EPF Registration Certificate.
- (j) Scanned copy ESI Registration Certificate.
- (k) Scanned copy Labour licence.
- (l) Scanned copy of last 2 years Income Tax return, Solvency certificate from the Bank/Auditor and copy of Pan Card

B. Financial Bid (Price Bid) (only in the format available in e-tender portal) in compliance with Minimum Wages notifications issued time to time (Section X).

All the above said documents are to be uploaded online.

2. Offline Submissions (physical document submission) :

The bidder is requested to submit the following documents (in original) one set of

- (i) **Copy of GST registration certificate** having registered for Tamilnadu & Chennai only
- (ii) EMD/Bid Security – in original,
- (iii) Tender Document Fee – in original,
- (iv) Power of Attorney in accordance with Clause No. 6.5, & 7.9 of Section III 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.

in separate cover to o/o DGM(NWO) (SW) at BSNL Chennai Telephones, 40-E Cipet Road, Thiru-vi-ka Industrial Estate, Guindy, Chennai 600032, 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 the Clause 7.2 of Section III of tender document.

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

3. The Pr. General Manager (South), Chennai Telephones reserves the right to reject any or all of the tenders/bids without assigning any reason whatsoever. He is not bound to accept the lowest tender/bid.
4. The bidders downloading the e-tender document are required to submit the tender fee amount through DD / Bankers cheque of 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 favor of BSNL, Chennai Telephones and payable at Chennai.
5. **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.**
6. **Availability of tender document:-** The e-tender document shall be available for downloading **from 16.00 HRS of 16.05.2019 to 16.00 HRS of 06.06.2019.**

Date & Time of Submission of e-Tender bid:

Last Date/ Time of submission of e-Bid Online: up to 11.00 HRS of 07.06.2019.

Last Date/Time of submission of documents in hard copy : up to 11.00 HRS of 07.06.2019.

Note:- In case the date of opening of bid is declared to be a holiday or unforeseen internet failure at the opening venue on the scheduled opening date, 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.

7. **Online opening of Tender e-Bids: At 12.00 Noon of 07.06.2019.**

8. Place of opening of Tender e-bids: 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, if required, authorized representatives of bidders (i.e. Supplier organization) can attend the TOE at the o/o DGM(NWO) (SW) at BSNL Chennai Telephones, 40-E Cipet Road, Thiru-vi-ka Industrial Estate, Guindy, Chennai 600032, where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

9. Tender e-bids received after due time & date will not be accepted.

10. Incomplete, ambiguous, Conditional, Non-compliance to Minimum wages, tender e-bids are liable to be rejected.

11. 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.

12. In case of any correction/ addition/ alteration/ omission found in the e-tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.

13. For further instructions regarding submission of bids online the bidder shall visit the homepage of the portal (<https://www.tenderwizard.com/BSNL>).

Note: - All documents submitted in the e-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. Utmost care to be taken to scan documents that the total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150dpi. However, it shall be the sole responsibility of bidder that the uploaded documents remain legible.

**-Sd-
Deputy General Manager, (NWO-South West)
BSNL, Chennai Telephones**

SECTION-II

INFORMATION AND SPECIAL INSTRUCTIONS FOR BIDDERS FOR e-TENDERING at <https://www.tenderwizard.com/BSNL>

I. 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. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic e-Tendering, BSNL, CHTD South Business Area (SBA), has decided to use the portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI Limited, a Government of India Undertaking. Benefits to suppliers/service providers are outlined on the Homepage of the portal. Those suppliers/service providers not registered on the website mentioned above, are required to get registered beforehand. The intending bidder must read the terms and conditions of this tender carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required. The BSNL, Chennai Telephones reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.

II.INSTRUCTIONS

1. Information and instructions for bidders posted on website www.tenderwizard.com/BSNL shall form part of bid document. If not registered, the intending tenderers should get themselves registered with M/s ITI Limited, as per instructions on their web site, by paying applicable fee as per Govt. of India ruling.

2. Online Bidding Methodology:

Sealed Bid System .

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

3. Broad outline of activities from Bidders prospective:

- (i) Procure a Digital Signing Certificate (Class III) (DSC).
- (ii) Register on Electronic E-Tendering (<https://www.tenderwizard.com/BSNL>).
- (iii) Create Users and assign roles on <https://www.tenderwizard.com/BSNL>.
- (iv) View Notice Inviting E-Tender (NIT) on <https://www.tenderwizard.com/BSNL>.
- (v) Download Official Copy of E-Tender Document from <https://www.tenderwizard.com/BSNL>.

- (vi) Clarification to E-Tender Documents on <https://www.tenderwizard.com/BSNL> – Query to BSNL (Optional) – View response to queries posted by BSNL, through addenda.
- (vii) Bid-Submission on <https://www.tenderwizard.com/BSNL> : Prepare & arrange all document/paper for submission of bid online and offline.
- (viii) Attend Public Online E-Tender Opening Event (TOE) on <https://www.tenderwizard.com/BSNL> – Opening of Technical Part.
- (ix) Post-TOE Clarification on <https://www.tenderwizard.com/BSNL> (Optional) – Respond to BSNL's Post-TOE queries.
- (x) Attend Public Online E-Tender Opening Event (TOE) on <https://www.tenderwizard.com/BSNL> – Opening of Financial Part (only for Technical Responsive Bidders).

4. Contractor must ensure to quote rate at appropriate Price Bid column. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO). Conditional tender shall be rejected.

5. For participating in this E-Tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the <https://www.tenderwizard.com/BSNL>.

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.

6. Digital Signature Certificates:

For integrity of data and its 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 (Class III) (DC), also referred to as Digital Signature Certificate (DSC), of Class-III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA). [refer <http://www.cca.gov.in>].

7. REGISTRATION:

- (i) The E-Tender document can be downloaded from the website: www.tenderwizard.com/BSNL and to be submitted in the e-format. Cost of the E-Tender Document (in the form of DD – in original) and Bid Security (in the form of DD – in original) have to be submitted to the office of DGM(O & M) Zone as per address given in Bid document before the scheduled date and time of submission of the E-Tender otherwise the Bid will not be considered.

(ii) 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 Limited 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. The Pr. General Manager (South) BSNL CHTD, has decided to use process of e-E-Tendering for inviting this E-Tender and thus the physical copy of the E-Tender would not be sold.

(iii) The Tenderers are required to pay “ 0.05 % of Total Estimated cost of Tender or as decided by the Application Service Provider ” { ASP (i.e.,) To be paid to the E - Portal vendor - M/s ITI Limited }

Note: After successful submission of Registration details and Vendor Registration fee and processing fee (as applicable), contact M/s ITI Limited.

8. Special Note on Security of Bids

(i) Security related functionality has been rigorously implemented in www.tenderwizard.com/BSNL in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

(ii) As part of the Electronic Encrypted™ functionality, the contents of bid are securely encrypted using Public-Key of the specified officer of a Buyer organization. Bid-encryption in www.tenderwizard.com/BSNL 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.

(iii) 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

9. Public Online Tender Opening Event (TOE)

(i) www.tenderwizard.com/BSNL offers a unique 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 Laptop and Wireless Connectivity to Internet.

- (ii) Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on www.tenderwizard.com/BSNL. www.tenderwizard.com/BSNL 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 in electronic form. A detailed Technical and/ or Financial Comparison Chart enhance Transparency.
- (iii) There are many more facilities and features on www.tenderwizard.com/BSNL. For a particular tender, the screens viewable by a Supplier will depend upon the options selected by the concerned Buyer.

10. 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 BSNL opening venue or at e-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).

11. Other Instructions

- (i) For further instructions, the vendor should visit the home-page of the portal (<https://www.tenderwizard.com/BSNL>), and go to the Vendor-Help Manual.
- (ii) Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of <https://www.tenderwizard.com/BSNL>.

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

Obtain individual Digital Signing Certificate (Class III) (DSC or DC) well in advance of your first tender submission deadline on <https://www.tenderwizard.com/BSNL>

- (i) Register your organization on <https://www.tenderwizard.com/BSNL> well in advance of your first tender submission deadline on <https://www.tenderwizard.com/BSNL>.
- (ii) Get your organization's executives concerned trained on <https://www.tenderwizard.com/BSNL> well in advance of your first tender submission deadline on <https://www.tenderwizard.com/BSNL>.

- (iii) Submit your bids well in advance of tender submission deadline on <https://www.tenderwizard.com/BSNL> (At least one day before the deadline) (There could be last minute problems due to internet timeout, breakdown, etc.).
- (iv) While the first three instructions mentioned above are especially relevant to first-time users of <https://www.tenderwizard.com/BSNL>, the fourth instruction is relevant at all times.

13. Minimum Requirements at Bidders end

- (i) Computer System with good configuration (Minimum P IV, 1 GB RAM, Windows 7)
- (ii) Broadband connectivity.
- (iii) Microsoft Internet Explorer 6.0 or above
- (iv) Digital Signature Certificate (Class III)(s)

14. Helpdesk (as given below) to get your registration accepted/activated.

Helpdesk – M/s ITI Limited

Telephone/ Mobile No. 9894191904 – Shri. S. Dinesh
9962676264 / 8098469169- Shri. Kirubakaran

E-mail ID

twhelpdesk438@gmail.com,
twhelpdesk679@gmail.com,
twhelpdesk444@gmail.com,
bsnltwhelpdesk@gmail.com

15. BSNL Contact:

BSNL Contact-1

BSNL's Contact Person: Asst General Manager(SW)
Telephone 044-22501078
E-mail ID: agmswbsnl@gmail.com

BSNL Contact-2

BSNL's Contact Person: Sub Divisional Engineer(Tech) SW
Telephone 044-22500290
E-mail ID: sdetechsouth@gmail.com

SECTION – III

GENERAL CONDITIONS OF TENDER

The Pr. General Manager, (South), BSNL CHENNAI TELEPHONES, 40 - E CIPET ROAD, TVK INDUSTRIAL ESTATE, GUINDY, CHENNAI – 600032, proposes to outsource “House Keeping” in the premises of RSU/ Sub-Division/ MSU/ Office Bldg., situated at various places in the zones of DGM (SW) in South Area of Chennai Telephones as a work/services contract, by closed e-tender.

1. ABBREVIATIONS:

Sl.No.	Abbreviation	Expansion
1.	CMD	Chairman and Managing Director
2.	BSNL	Bharat Sanchar Nigam Limited
3.	CHTD	Chennai Telephone District
4.	PGM(SOUTH)	Pr. General Manager (South Area)
5.	DGM	Deputy General Manager
6.	AGM/DE	Assistant General Manager/Divisional Engineer
7.	SDE	Sub Divisional Engineer
8.	SW/STM	South West/St. Thomas Mount
9.	Sq.M. / Sq.Ft.	Square meter / 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. AVAILABILITY OF TENDER FORMS :

The e-tender document shall be available at www.tenderwizard.com/BSNL for downloading from 16.00 HRS of 16.05.2019 to 16.00 HRS of 06.06.2019.

Date & Time of Submission of e-Tender bid (at the website mentioned above) :

Last Date/Time of submission of e-Bid Online: up to 11.00 HRS of 07.06.2019.

Last Date/Time of submission of documents in hard copy : up to 11.00 HRS of 07.06.2019.

The bidders downloading the e-tender document are required to submit the tender fee amount through DD / Bankers cheque of 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 favor of BSNL, Chennai Telephones and payable at Chennai.

Note:- In case the date of submission (opening) of bid is declared to be a holiday or unforeseen internet failure at the opening venue on the scheduled opening date, 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.

3. JOB:

A work/services contract for “HOUSE KEEPING SERVICES” in the premises of RSU/SUB-DIVISION /MSU / OFFICE BLDG, situated at various places in the zone of DGM(SW) is described in Sections VI & VII of the tender.

4. Period of Contract:-

The contract is initially for a period of one year and is extendable upto a period of six months on mutual agreement on the same terms and conditions.

5. ELIGIBILITY:

This invitation for bid is open to all Indian nationals having **GST registration for Tamilnadu & Chennai only, for this works/services contract with** experience of a minimum of one year as on the date of submission of the e-tender, in similar fields with Public Sector Undertakings, Government Establishments, Multi-national Company(s), etc.,. The bidder shall submit the duly attested copy of the Award of Contract and also the satisfactory completion certificate from the same organization for proof of experience. Tenderers having any of the relatives employed in BSNL are not eligible to participate in the e-tender.

6. PROCEDURE:

- 6.1. 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 Assistant General Manager (SW) o/o DGM(NWO) (SW) at BSNL Chennai Telephones, 40-E Cipet Road, Thiru-vi-ka Industrial Estate, Guindy, Chennai 600032, before the submission of bid document.
- 6.2. Tender offer shall include information regarding works, prominent customers to whom similar works have been executed.
- 6.3. 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.
- 6.4. No employee/relative employed in BSNL, either direct / indirect, of BSNL shall participate in the Tender.
- 6.5. 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.
- 6.6. The Pr. General Manager (South), 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 I of this document.

7.2 Offline Submissions (physical document submission) :

The list of documents for this E-tender (offline) as per Clause No. 2 of Section I, may be submitted by the tenderer in box kept at the following address:

**Assistant General Manager (SW)
o/o DGM(NWO) (SW) BSNL Chennai Telephones,
40-E Cipet Road, Thiru-vi-ka Industrial Estate,
Guindy, Chennai 600032**

PROCEDURE FOR PHYSICAL (HARD COPY / OFF-LINE / PHYSICAL) SUBMISSION OF E-Tender : (In addition to on-line submission)

- 7.3. The documents as per Clause No. 2 of Section I (Off-line submissions) must be submitted in sealed/wax-sealed envelope, super scribing the envelope as “E-Tender for House Keeping in the premises of RSU/ Sub-Division/ MSU/ Office Building situated at various places in the zone of DGM(NWO)(SW) in South Area”, along with EMD and should be addressed to the contact person indicated in this E-Tender.
- 7.4. The above said Off-line submissions/documents should be submitted in person or through an authorized representative. Outstation applicants can send by Registered Post / Speed Post/ Courier and should reach the address mentioned at 7.2 above, on or before the due date and time. The physical documents received after the prescribed date and time shall be summarily rejected.
- 7.5. The prescribed documents as per eligibility criterion should be submitted by tenderer.
- 7.6. Declaration regarding the close relatives working in BSNL should be submitted as per Annexure-VI.
- 7.7. One bidder can submit only one bid. If more than one bid are submitted by a bidder, all the bids of the said bidder shall be disqualified and rejected.
- 7.8. The bidder shall submit all items as indicated in the schedule of requirement of the bid documents for which he holds the necessary approval.
- 7.9. The Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value and the same shall be attested by a Notary Public and / or registered before the Sub-Registrar concerned.
- 7.10 List of documents to be submitted along with tender (duly filled).

A. Technical Bid envelope – On line

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

- (a) **GST registration certificate having registered for Tamilnadu & Chennai only**
- (b) Digitally signed copy of Tender Document (69 pages), Corrigendums and Addendums if any.
- (c) Scanned copy of DD/Cheque -Bid Security.
- (d) Scanned copy of DD/Cheque –Tender document fee.
- (e) Document proof of having **experience of a minimum of one year** as on the date of submission of the e-tender, in similar fields with Public Sector Undertakings, Government Establishments, Multi-national Company(s), etc.,. (Proof of experience in the form of relevant “Work order” is to be attached)
- (f) Request for claiming exemption of Bid security & tender document fee and Proof in respect of valid certification from NSIC/MSME for the tendered item/work

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

- (a) Proof for payment of Tender Processing Fee of M/s ITI Limited as per Para 7(iii) of “INFORMATION AND SPECIAL INSTRUCTIONS FOR BIDDERS”
- (b) Scanned copy of The Registration of the Firm, Authenticated copy of Partnership Deed in cases of Partnership Firm.
- (c) Duly filled in Bid form, as per Annexure IX.
- (d) 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”.
- (e) Duly filled in Tenderer’s profile, as per Annexure II of the Tender Document.
- (f) Scanned copy of Original “**Power of Attorney**” in case a person other than the Tenderer has signed the Tender Document.
- (g) Duly filled in “No near relative certificate from all partners” in case of Partnership firm and all the Directors in the case of a Company.
- (h) Duly filled in Annexure VI– “Declaration regarding not blacklisting/ not debaring from taking part in Govt. Tender by any BSNL unit”.
- (i) Scanned copy EPF Registration Certificate.
- (j) Scanned copy ESI Registration Certificate.
- (k) Scanned copy Labour licence.
- (l) Scanned copy of last 2 years Income Tax return, Solvency certificate from Bank/Auditor and copy of Pan Card

B. Financial Bid (Price Bid) (only in the format available in e-tender portal) in compliance with Minimum Wages notifications issued time to time (Section X).

All the above said documents are to be uploaded online.

C. Offline Submissions (physical document submission) :

The bidder is requested to submit the following documents (in original) one set of

- (i) **Copy of GST registration certificate** having registered for Tamilnadu & Chennai only
- (ii) EMD/Bid Security – in original,
- (iii) Tender Document Fee – in original,
- (iv) Power of Attorney in accordance with Clause No. 6.5, & 7.9 of Section III 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.

in separate cover to o/o DGM(NWO) (SW) at BSNL Chennai Telephones, 40-E Cipet Road, Thiru-vi-ka Industrial Estate, Guindy, Chennai 600032, 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 the Clause 7.2 of Section III of tender document.

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

7.11. The BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Document. All rights and obligations of the bidders, subject to the previous deadline will thereafter be subject to the deadline as extended.

8. MODIFICATION AND WITHDRAWAL OF BIDS :

Being e-tender, the modification or withdrawal of bids shall be subject to the terms and conditions of the on-line service provider M/s ITI Ltd., website <https://www.tenderwizard.com/BSNL>.

9. PRICE BID / FINANCIAL BID (only in e-tender portal) Section X:

The bidder shall give the **Percentage (%) of Contractor service charges/month on Basic Rate of Housekeeping Tender & Basic Material Cost of South West Zone** excluding GST. The percentage service charges shall be necessarily based on the component of (i) Housekeeping for both Open & Carpet Area, (Section VII) (ii) Minimum Wages as per the GOI notification time to time, (Section IX) (iii) the Materials Cost for the materials list at each location as per (Section VIII). The bidder shall give an undertaking along with the bid for the monthly supply of quality/branded materials as per the list as per Section VIII. The price quoted by the bidder shall remain fixed during the entire period of contract & further extensions and the Basic rate of housekeeping & material cost shall not be subject to the variation on any account.

10. TENDER SCHEDULE / QUOTATION:

The tenderer will quote the rate in percentage only, as per the proforma given. If there is difference in the rates mentioned in words and figures or if the rates quoted by any Tenderer are less than the Minimum wages including statutory payment, prescribed by the appropriate Government, such Tenders shall be rejected summarily. Decision of the Pr. General Manager (South), BSNL Chennai Telephones in this regard, shall be final & binding.

- a) The relevant Services charges(%) column in the proforma is to be filled up.
- b) The quote submitted by the tenderer shall be exclusive of GST applicable.
- c) The Basic rate of housekeeping & material cost shall not be subject to the variation on any account.

- 10.1 Tenders not accompanied by EMD amount and tender document fee, shall not be considered and are liable to be rejected summarily.
- 10.2 The Earnest Money Deposit will be returned to all the unsuccessful bidders after the agreement is entered with the successful bidder. The EMD will not bear any interest while in the custody of Chennai Telephones. In the case of the successful bidder, EMD paid will be retained without interest and adjusted against the security deposit.

11. BID OPENING AND EVALUATION :

- 11.1 The nominated officers of the BSNL, Chennai Telephones shall open bids in the presence of the bidders or their authorized representatives who choose to attend at 1200 hrs. on due date in the chamber of o/o DGM(NWO) (SW) at BSNL Chennai Telephones, 40-E Cipet Road, Thiru-vi-ka Industrial Estate, Guindy, Chennai 600032. The bidder's representatives who are present shall sign an attendance register. Authority letter from the company / firm to this effect shall be submitted by the bidder before they are allowed to participate in bid opening.
- 11.2 Only one authorized representative for any bidder shall be permitted to attend the bid opening.
- 11.3 If the date fixed for opening of the bid is declared as Holiday by the Government of India, or any unforeseen internet failure at the opening venue on the scheduled opening date, the revised schedule of the date of opening will be notified.

12. CLARIFICATION OF BIDS :

To assist in the examination, evaluation and comparison of bids, the BSNL, Chennai Telephones

may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder, shall be entertained.

13. PRELIMINARY EVALUATION/ ONLINE OPENING OF BIDS:

- 13.1 Tender Opening Committee shall evaluate the on-line/offline bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 13.2 Prior to the detailed evaluation, the Tender Opening Committee will determine the substantial responsiveness of each bid to the Bid Documents. For this purpose, a substantially responsive bid is one which conforms, to all the terms and conditions of the Bid Documents without material deviations. The BSNL, Chennai Telephone's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 13.3 A bid determined as substantially non-responsive shall be rejected.
- 13.4 **The BSNL, Chennai Telephones, may at its discretion waive any minor infirmity or nonconformity 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.**
- 13.5 The BSNL reserves the right to accept or decline any tender in whole or in part without assigning any reason thereof.

14. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS :

- 14.1 The BSNL, Chennai Telephones shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to Clause 13.2.
- 14.2 The technically qualified bids shall be evaluated for financial bids. The evaluation and comparison of responsive bids shall be with respect to Column E of Price Bid at SECTION X, i.e. **Percentage (%) of Contractor service charges/month on Basic Rate of Housekeeping Tender & Basic Material Cost of South West Zone** excluding GST. Further, the evaluation shall be based on the compliance to Minimum Wages Notification, and other statutory deductions. If the rates quoted by any Tenderer are less than the Minimum wages including statutory payment/deductions, prescribed by the appropriate Government, such Tenders shall not be considered for evaluation.

15. PERIOD OF VALIDITY OF BID :

Bid shall remain valid for 180 days from the date of opening of bids prescribed by the BSNL. A bid valid for a shorter period shall be rejected by the BSNL being non responsive.

16. EARNEST MONEY DEPOSIT:

A sum of **Rs.58,000/-(Rupees Fifty eight Thousand only)** in the form of Demand Draft drawn in favour of BSNL, Chennai Telephones and payable at Chennai should be enclosed along with the tender towards the Earnest Money Deposit. The Earnest Money Deposit shall be forfeited in case the Tenderer does not abide by his offer. The tenders received without Earnest Money Deposit shall be summarily rejected.

In case of unsuccessful tenderers, the Earnest Money Deposit will be refunded within 3 months of the finalization of the tenders on submission of Advance stamped pre-receipt. The Earnest Money Deposit of the successful bidder shall be adjusted against the Security Deposit.

17. SECURITY DEPOSIT:

The successful tenderer should be required to submit a Security Deposit in the form of Performance Bank Guarantee or DD in favour of BSNL, Chennai Telephones for an amount equivalent to 5% of the Annual contracted amount, which shall be valid for the tender period 1 year + 6 months in case of 12 months contract or Tender period.

17.1 In case of any unsatisfactory work or any deficiency, the BSNL reserves the right to cancel the contract and forfeiting the security deposit/PBG.

17.2 The BSNL reserves the right to cancel the contract for any operational reasons.

18. AWARD OF CONTRACT and AGREEMENT:

18.1 BSNL-CHENNAI TELEPHONES shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially compliant.

18.2 The successful tenderer, after depositing the required Security Deposit will have to enter into an agreement with BSNL for execution of the tender work, in non judicial stamp paper of Rs.100/(Rupees One Hundred only)

18.3 The work against the tender is for one year's requirement and terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between BSNL and the contractor. Extension of Contract upto 6 Months on the same approved rates will also be considered by mutual agreement and in writing.

19. SETTLEMENT OF BILLS:

19.1 The tenderer shall submit **Division-wise** bills for 100% Carpet space and 40% Open space in square metre of the Division, in compliance with GST regime, on printed forms/Tax invoice only, to the designated Paying Authority. The housekeeping services for Open Space is less labour oriented when compared to Carpet Space and hence 40% weightage is given for Total Open space while billing for the housekeeping services of the Division.. Tax invoices are to be prepared by the successful tenderer, in duplicate, as per GST Rules 2017, enclosing stamped pre receipt. Unless otherwise provided, the payment will be made by BHARAT SANCHAR NIGAM LIMITED every calendar month on submission of the claim bill by the successful tenderer after the work is executed successfully and the services mentioned therein complied with fully. The execution of work, successful completion of Scope of work duly Certified by the unit officer of BSNL has to be submitted along with the bill. While submitting the monthly bills in compliance to GST regime, to the Authority, the Agency shall also render documentary evidence each month from Bank such as Transaction numbers of NEFT/RTGS/ECS etc., of receipt of Monthly payment of Minimum Wages to the deployed workforce and proof of payment such as copies of challans of remittance of Provident Fund / ESI / Bonus contributions to the deployed workforce made by the Agency, failing which the payment of the bill will be withheld by the Authority until such compliance. The Agency shall duly comply with all Acts, Laws including Minimum Wages Notification, Payment of Bonus Act 1965, Contract Labour (Regulation and Abolition) Act, 1970 or other statutory rules, regulations, bye-laws as applicable or which might be applicable from time to time.

19.2 Payment, subject to the availability of funds, will be made through NEFT after due verifications for which Bank details (A/C No., Name of the Bank, Branch Name and IFSC Code, ERP Vendor creation form) should be furnished by the successful bidder.

19.3 The work shall not be considered as completed one until a maintenance certificate is signed and submitted to the respective Sub. Divisional Engineer/Divisional

Engineer/Assistant General Manager and delivered to the paying authority stating that the works have been completed and maintained to his/ her satisfaction. In addition, the maintenance certificate shall be countersigned by the officer concerned within three days after the expiry of an English Calendar month and the production of the said maintenance certificate shall be a condition precedent to the payment to the tenderer.

- 19.4 No certificate other than the maintenance certificate referred to above shall be deemed to constitute approval or other matter in respect of which it is issued or shall be taken as an admission of the bill, performance of the tender or any part thereof or of the accuracy of any claim or demand made by the tenderer or varied work have been ordered by Sub. Divisional Engineer/ Divisional Engineer /Assistant General Manager, nor shall any other certificate conclude or prejudice any of the powers of Pr. General Manager (South).
- 19.5 Penalties, if any, leviable on the successful tenderer will be adjusted in the bill.
- 19.6 The bill shall be paid subject to all statutory deductions and remittance thereof, as contemplated and applicable from time to time.
- 19.7 Monthly acquittance roll/attendance sheet furnishing the details of labourers engaged, account no., Original id of the labourers on record

20. COMMENCEMENT OF WORK :

The work shall commence from the date mentioned in the offer letter or as per the instructions of Pr. General Manager (South) or authorized officer and the same shall be for a period of one year and is extendable for a further period upto Six months on mutual agreement on the same terms and conditions.

21. PENALTY FOR POOR PERFORMANCE:

- 21.1 A penalty amount equal to 1% subject to the maximum of 5% of the claim amount will be deducted from the dues to the successful tenderer for poor services on the basis of assessment. In addition, in case of re execution of the work for any reason whatsoever, the cost of the same will be deducted from the deposits or payments due to the successful tenderer without any notice, over and above the penalty mentioned above.
- 21.2 The penalty amount is deductible from the amount due to the successful tenderer for the supply of services rendered by him as per this tender or from any other amount or amounts due to the successful tenderer from Chennai Telephones and the decision of Pr. General Manager (South) will be final and binding in this regard.
- 21.3 Pr. General Manager (South) reserves the right to reject the services of the successful tenderer in addition to forfeiture of Security Deposit, in case of poor performance, without prejudice to the provision under clause above. In such case, the successful tenderer shall not be entitled to any other claim or damage.

22. LIABILITY :

- 22.1 Neither the tenderer nor the tenderee shall be liable for any delay, default or failure due to reasons either beyond their control or by act of force majeure.
- 22.2 If by reason of any accident or failure or any other event occurring to or in connection with work or any part thereof shall in the opinion of the Authority concerned or his representative be urgently necessary and the tenderer is unwilling or unable to do the work and if the work so done by BSNL which in the opinion of the Authority concerned, the tenderer was liable to do at his own expense under the tender, all cost and charges properly incurred by BSNL in so doing shall on demand be paid by the

tenderer to BSNL or may be deducted from any money due or which may become due to the tenderer, provided always that the Competent Authority or his representative shall as soon after the occurrence of any such emergency as may be reasonably practicable, notify the tenderer thereof in writing.

23. FORCE MAJEURE :

If at any time, during the continuance of this agreement, the performance in whole or in part by either party of any obligation under this agreement shall be prevented or delayed by reason of any war, or hostility, acts of the public enmities, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, 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 agreement nor shall either party have any such claim for damages against the other in respect of such nonperformance or delay in performance, and the services under the agreement shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Authority as to whether the discharge of service has been so resumed or not shall be final and conclusive, provided further if prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the agreement.

24. TERMINATION OF THE TENDER BY BSNL :

BSNL may, at any time, at their option, cancel and terminate this tender by seven days prior written notice to the Tenderer in which event, the Tenderer shall be entitled to payment for the work done up to the time of such issuance of cancellation / termination notice.

25. FORFEITURE CLAUSE :

25.1 If the tenderer shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall go into liquidation other than a voluntary one for the purpose of amalgamation or reconstruction or if the tenderer shall assign the tender without the consent in writing of BSNL or shall have an execution levied on his goods or if the Authority concerned shall certify in writing to BSNL that in his opinion, the tenderer had abandoned the work or without reasonable excuse has failed to commence the works or has suspended the work for three days after receiving a written intimation to proceed or is not executing the work in accordance with the tender or is persistently or flagrantly neglecting to carry out his obligations under the tender or to the detriment of good workmanship or in defiance of the instructions to the contrary, then BSNL may after giving 14 days notice in writing to the tenderer enter upon the site and expel the tenderer therefrom without thereby avoiding this tender or releasing the tenderer from any of his obligations or liabilities under the tender and may themselves complete the work or use such other tenderer for such completion under the provisions of the tender as they may think proper.

25.2 The Authority shall as soon as may be practicable after any such entry and subsequent expulsion, fix and determine exparte or by or after reference to the parties or after such enquiries as he may think fit to make or institute and shall certify what amount if any had at the time of such entry or expulsion been reasonably earned by or would reasonably accrue to the tenderer in respect of the work then actually done by him under the tender.

25.3 If BSNL shall enter and expel the tenderer under this clause, it shall not be liable to pay to the tenderer any money on account of the tender until the expiration of the said period and thereafter until the cost of completion and maintenance, damages

for delay and all other expenses incurred by BSNL have been ascertained and the amount thereof certified by GM (South). The tenderer shall then be entitled to receive only such sum or sums as the Authority concerned may certify as due to him upon due completion by him after deducting the said amount. But if such amount shall exceed the sum which would have been payable to the tenderer on due completion by him, then the tenderer shall on demand pay to BSNL, the amount of such excess and it shall be deemed a debt due by the tenderer to BSNL and shall be recoverable accordingly.

25.4 If the tenderer is terminated as aforesaid, the tenderer shall be paid by BSNL for all the works executed prior to the date of termination at the rates and prices provided in the tender and in addition:

- 1) the amount payable in respect of any preliminary items so far as the work or service comprised therein have been carried out or performed and a proper portion as certified by the concerned Authority of any such **items, the work or service comprised in which work been partially carried out or performed.**
- 2) **The cost of materials or goods reasonably ordered for the works or service which shall be delivered to the tenderer or which the tenderer is legally liable to accept for the delivery.**
- 3) **A sum to be certified by the concerned Authority being the amount of any expenditure reasonably incurred by the tenderer in expectation of completing the whole of the work or service in so far as the expenditure shall be covered by the payments in the sub clauses of this clause.**
- 4) Any additional sum payable under the provisions of the above sub clauses of this clause:

Provided that against any payment due from BSNL under this sub clause, BSNL shall be entitled to be credited with any outstanding balances due from the tenderer for advances in respect of materials if any and any sum previously paid by BSNL in respect of execution of the works.

26. SERVICE OF NOTICE

Any notice to be given to the tenderer under the terms of the tender shall be served by sending the same by post or leaving the same at the tenderer's principal place of business and any notice to be given to BSNL under the terms of the tender shall be served by post to or leaving the same at the Office of the Pr. General Manager (South).

27. ARBITRATION

Except and otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually the same shall be referred to arbitration as provided hereunder:

- a) A party wishing to commence arbitration proceeding shall revoke Arbitration Clause by giving 60 days notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
- b) The number of the arbitrators and the appointing authority will be as under

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs.5 lakhs to Rs.5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs.5 crores	3 Arbitrators	One arbitrator by each party and the 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

- c) Neither party shall appoint its serving employee as arbitrator.
- d) If any of the arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.
- e) Parties agree that neither party shall be entitled for any pre-reference or pendentelite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- f) Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is upto Rs.5 crores.

Fast track procedure:

(1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section(3).

(2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.

(3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-

- (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
- (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
- (c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
- (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.
- (4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- (5) If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of section 29A shall apply to the proceedings.

- (6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.
- (7) The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
Upto Rs.5 crores	Within 6 months (Fast Track procedure)
Above Rs.5 crores	Within 12 months

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

- (8) In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

- (9) **This contract is subject to the jurisdiction of courts at Chennai only.**

28. This contract is subject to the jurisdiction of courts at Chennai only.

29. Set Off

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

SECTION-IV
TERMS AND CONDITIONS OF THE AGREEMENT

1) GENERAL:

- 1.1 The contracting firm / agency / Company shall be registered with appropriate authorities.
- 1.2 Services shall be on all working days. The contractor may be called upon for the services on holidays also, if required, without any extra charge other than approved tender cost
- 1.3 It will be the responsibility of the contractor to meet other transportation, food, medical and any other requirement of contractor's manpower for carrying out the contracted works. BSNL, Chennai Telephones will have no liability in these regard at any stage.
- 1.4 For all intent and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower deployed for contractual services.
- 1.5 TECHNICAL REQUIREMENTS

TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANY/FIRM/AGENCY

The tendering manpower Company / Firm / Agency should fulfill the following technical specifications:

- a) The Registered Office or one of the Branch Offices of the manpower Company / Firm / Agencies should be located in CHENNAI.
- b) The manpower Company/Firm/Agency should be registered with the appropriate registration authority.
- c) The Company/Firm/Agency should have at least two years experience in providing manpower to Public Sector Companies/Banks and Government Departments etc;
- d) The Company/Firm/Agency should have its own Bank Account. The Firm / Agency should have PAN card from Income Tax and GST registered;
- e) The Company/Firm/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts and Dy.Chief Labour Commissioner, Chennai for the tendered item.

TECHNICAL REQUIREMENTS FOR MANPOWER

- a) She / he should be able to read and write Tamil and also be able to read addresses and names in English. The nature of services shall include carrying out all the functions generally performed in the Government Offices by attendants and such other duties as may be assigned to him/her. The manpower to be engaged should be between 18-58 years in age. Engagement of persons, either male or female, below the age of 18 (eighteen years old) and above 58 years is totally prohibited.
- b) His / her antecedents should have been got verified by the agency from the local police authorities.
- 1.6 The contract shall be for a period of one year from the date of acceptance of the offer or otherwise up to the period tender is extended whichever is later..
- 1.7 The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual attendants who will be deployed by it in BSNL before the commencement of work:

- a) List of Attendants short listed by agency for deployment in the BSNL, CHENNAI TELEPHONES with full details i.e. date of birth, marital status, Phone no., Mobile no., address etc;
 - b) Bio-data of the persons.
 - c) The successful contractor must issue Identity Cards to all the contract labourers working under his contract.
- 1.8 In case, the person employed by the successful Company/Firm/Agency commits any act of omission /commission that amounts to misconduct/indiscipline/ incompetence and security risks, the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the BSNL, CHENNAI Telephones within 2 days of being brought to their notice.
 - 1.9 The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in the BSNL, CHENNAI Telephones.
 - 1.10 The agency shall depute a co-coordinator, out of the deployed personnel, who would be responsible for immediate interaction with the BSNL, CHENNAI Telephones. So that optimal services of the persons deployed by the agency could be availed without any disruption.
 - 1.11 The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons. The delay by the Agency in providing a substitute beyond three working days shall attract liquidated damages as given in penalty clauses from the service providing agency, besides deduction in payment of bills on pro-rata basis.
 - 1.12 This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
 - 1.13 The manpower deployed by the contractor shall not have any claims of Master and Servant relationship.
 - 1.14 The man power deployed by the contractor for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc, regular/confirmed manpower during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to or and will have any claim for absorption in the regular/ otherwise capacity in the BSNL, CHENNAI Telephones. The Contractor should make it known to the contract labourers engaged by him.
 - 1.15 The contractor shall be solely responsible for the redressal of grievances/resolution of dispute relating to the manpower deployed.
 - 1.16 The contractor shall be required to pay minimum wages as prescribed under the Minimum Wages Act. The contractor will maintain proper record as required under the Law/Acts. The contract will remain valid for one year or the period extended whichever is later, unless terminated earlier by the Pr.General Manager BSNL CHENNAI Telephones.

2) CONDUCT :

- (i) The contractor should ensure that the personnel employed by him should be courteous and polite in behaviour towards all officers/officials of the BSNL, CHENNAI Telephones establishment. The personnel will be bound to observe all instructions issued by BSNL, CHENNAI Telephones authority concerning general discipline and behaviour.

- (ii) Equipment like TV, A/C in rooms etc. should not be used by the contractor or his workforce.
- (iii) The penalty clause will apply if the personnel engaged are found/ reported to be demanding tips in cash/ kind. This may also lead to cancellation of contract.
- (iv) The contractor will ensure that the personnel employed are not loitering in the corridors, chewing pan or smoking. The personnel shall not indulge in playing cards, consuming liquor or narcotics or indulging in gossip with any outsider while on duty within the premises of BSNL, CHENNAI Telephones.
- (v) The personnel should leave the campus immediately after completion of their job on the campus.
- (vi) If any employee's work is not satisfactory, the matter will be reported to the contractor and the contractor shall not deploy such personnel.
- (vii) the contractor will ensure that the person employed by him do not participate or organize any dharna or agitation.
- (viii) The personnel will abstain from taking part in activities organized by trade union / associations of BSNL.

3) THEFT :

The contractor shall be responsible for any theft of the items from the rooms or any other area of the office. The details of the stolen materials/ stores will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of BSNL, CHENNAI Telephones authorities on this will be final and binding on the contractor.

4) PAYMENTS :

- 4.1) The minimum rate of wages fixed for unskilled labour for 'A' class cities as fixed and communicated by the Deputy Chief Labour Commissioner (Central), Shastri Bhavan, Chennai-600 006 from time to time shall be applied for wages and have to be paid to the contract labourers for the actual working days where the contracted labour is engaged.
- 4.2) The minimum rate of wages include also the wages for weekly day of rest , as per the guidelines of the Dy.Chief Labour Commissioner Chennai and hence there is no payment separately for weekly off days..
- 4.3) Approved Days:
 - i) The deployed labourers are eligible for payment for the days of duty only.
 - ii) Weekly off shall be granted only if a labourer has performed duty continuously for six days. There is no payment for weekly off.
 - iii) If a labourer is on leave, or any holiday falls other than the National Holiday during the six days, then the weekly off will not be entitled.
 - iv) The National Holiday is treated as working day for calculating the weekly off.
 - v) If a labourer(s) worked on the weekly off, the wages have to be claimed in the bill separately.
 - vi) A labourer who is performing 8 hours minimum duty per day for six days in a week only is eligible for weekly off. Part time duty performer will not be eligible for weekly off.
 - vii) If any labourer is terminated by or on behalf of the contractor, the wages earned by the labourer shall be paid before the expiry of the second working day from the day on which his employment is terminated.

- viii) This tender is purely a work contract. The award of contract/employment does not confer any right on any of the persons so engaged by the contractor for appointment/absorption in the BSNL.
- ix) No wages for the self availed leave (for one day or a period)
- x) The above rates are applicable for House Keeping services in the premises of RSU/ Sub-Division/ MSU/ Office Bldg., situated at various places in the zone of DGM(SW) in South Area.
- xi) The minimum wage will be paid for actual number of hours of work performed subject to maximum number of hours furnished in the tender document. No wage will be paid for the weekly off days and the minimum daily wage shown in the tender document includes the wages of weekly off factor also.
- xii) All National holidays are paid holidays for the worker.
- xiii) Monthly payment should be made by the contractors to the labourers on the 7th of every month, by depositing the wages in the Bank Account of the labourers. In all such cases the deposit slip for the bank credit should be enclosed with the bill. The monthly wage sheet consisting of the following columns shall be presented while making payment to the labourers :
Name of the Labourer/ Wages per day/ No of days duty/ No.of Weekly off days/Total days paid / Total amount paid
- xiv) Payment of Service Charges:- In addition to labour payments as mentioned above, the successful contractor will be paid service charges finalised through this tender and shall remain fixed throughout the currency and extended period of contract. In short the service charges payable will remain fixed during the contract period.
- xv) Monthly payments should be made by the contractor to the labourers without waiting for settlement of bills from BSNL, failing which a penalty of 1 % of amount of wages payable will be levied.

5) DEDUCTIONS:

- (i) In case the contractor fails to execute/ perform the assigned works or a part thereof, BSNL shall be authorized to make suitable deductions as deemed fit by PR.GENERAL MANAGER (South) BSNL, CHENNAI TELEPHONES from the bills of the contractor and damages will be charged to the extent of loss.
- (ii) In case of any unsatisfactory service, deduction upto 10% of the amount due during the month will be imposed on the Contractor.
- (iii) In case of late attendance/ absence during working hours/ loitering during working hours by any personnel, the PR.GENERAL MANAGER(South) BSNL, CHENNAI TELEPHONES reserves the right of reduction of any amount from the bills payable.

6) TERMINATION/ EXTENSION:

The contract will remain valid for one year or the period extended, whichever is later unless terminated earlier by the PR.GENERAL MANAGER(South)BSNL, CHENNAI TELEPHONES. The period of contract can be extended for further period upto six months at the discretion of the PR.GENERAL MANAGER(South) BSNL, CHENNAI TELEPHONES on the same rates terms and conditions. After expiry of the extended period, the contract will automatically come to an end and no separate notice will be given.

- 6.1. The BSNL reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

- 6.2. The BSNL reserves the right to counter offer the price(s) against price(s) quoted by any bidder.
- 6.3. Any clarification issued by BSNL, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
- 6.4. If at any time after the commencement of the work, the BSNL may feel that execution of whole or part of work, as specified in the Bid is not required to be carried out, then the BSNL shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason .
- 6.5. The requirement of labour as noted in the tender is tentative & is subject to change on need basis, upto 50%. The contractor has to fulfil the requirement of labour as demanded as and when needed.
- 6.6. PR.GENERAL MANAGER(South)BSNL, CHENNAI TELEPHONES or any officer on his behalf as designated by him reserves the full right to change /modify /transfer the requirement of labour within the premises of RSU/ Sub-Division/ MSU/ Office Bldg., situated at various places in the zone of DGM(SW) in South Area. The contractor should abide by such requirements/modifications/ transfer of labour without raising any demand/dispute.
- 6.7. In the event of the contractor, winding up his company on account of transfer or merger of his company with any other, the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under.

7) NOTIFICATION :

The contractor shall give in writing to the proper person or authority with a copy to the Dy. General Manager(SW), BSNL Chennai Telephones, Chennai - 32, notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and /or completion of the contracted work. All notice shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and contractor shall keep all proper persons or authorities involved and advised of the progress of operations through out the performance of the work and/or with such other information and/or supporting figure and data as may from time to time as directed or required.

8) Any lapse in the proper fulfilment of contract along with various terms and conditions shall result in forfeiture of the security deposit and disqualifications or in case of any theft / loss /fraud, the amount will be recovered from the Contractor monthly payment bill or from the security deposit amount.

9) TAXES AND DUTIES:

- i) Contractor shall pay all rates, levies, fees, royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the contract or any of the obligations of the parties in terms of the contractor documents and/or in respect of the works or operations or any part thereof to be performed by the contractor and the contractor shall indemnify the BSNL, CHENNAI Telephones from and against the same or any default by the contractor in the payment thereof.
- ii) EPF, ESI & GST will be paid in accordance with the latest ruling on the subject.

10) PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:

The contractor is fully responsible for taking all possible safety precautions during preparation for and actual performance of the works and for keeping the premises in a reasonably neat & tidy condition. The contractor shall protect all life and property from damage or losses resulting from his operations and shall minimize the disturbance and inconvenience to the public. The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.

11) LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

The Agency shall obtain a valid Labour License under the Contract Labour (R&A) Act 1970 and the Contract labour (R&A) Central Rules 1971 and before commencement of the work a copy of which shall be submitted to Pr. General Manager (South). He shall continue to have a valid license until the completion of work. The Agency shall also abide by and comply with the provisions of the Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, Employment of manual scavengers and construction of dry latrines (Prohibition) Act 1993, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maternity benefits Act 1961 and Apprentices Act 1961 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The Agency is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits/risks in relation to employees to be engaged by him. The Agency shall also produce these records on demand by PGM(South) authority. If he fails to do so, his failure will be the breach of the contract and PGM(South) may at his discretion cancel the contract without prejudice to any other action under the law and contract. The Agency shall also be liable for any pecuniary liability arising on account any violation of the provision of the acts.

11.1 Workmen's Compensation :

In every case in which by virtue of provisions of Section 12, Sub-section (i) of the Workmen's Compensation Act, 1923 BSNL, CHENNAI Telephones is obliged to pay compensation to a workman employed by the Contractor, in execution of the works, BSNL, CHENNAI Telephones will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of the BSNL, CHENNAI Telephones under Section 12, Sub-section (ii) of the said ACT, BSNL, CHENNAI Telephones shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by BSNL, CHENNAI Telephones to Contractor whether under Section -12, Subsection (i) of the said Act, except on the written request of the Contractor and upon his giving to BSNL, CHENNAI Telephones full security for all costs for which BSNL, CHENNAI Telephones might become liable in consequence of contesting such claim.

11.2 Obtaining licence before commencement of work :

- (a) The contractor shall obtain a valid labour licence under the Contract Labour (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, before commencement of the work, and continue to have a valid licence until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfil this

requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

- (b) Subject to the provisions of the Contract Labour (Abolition and Regulation Act, 1970) as amended from time to time, the contractor shall not commence actual work unless he produces a receipt from the concerned Licencing Authority that he has applied for labour licence authority, which may be produced within the period of 15 days of commencing the work.

11.3 Contractors Labour Regulations:

- a) Working Hours: Normally working hours of an employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- b) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.
- c) Where the minimum wages prescribed by the Govt, under the Minimum Wages Act, are inclusive of the wages for the weekly day of rest, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- d) Where a contractor is permitted by the Officer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday.

11.4 Display of Notice Regarding Wages Etc.

The contractor shall, before he commences his work on contract, display and shall correctly maintain and continue to display and correctly maintain, in a clear and legible condition in conspicuous places on the work, notices in "English and in local Indian languages spoken by the majority of the workers, giving the minimum rates of the wages fixed under Minimum Wages Act, the actual wages being paid, the course of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information.

11.5 Payment of Wages & Bonus

- 11.5.1. The contractor shall fix wages periods in respect of which wages shall be payable.
- 11.5.2. No wage period shall exceed one month.
- 11.5.3. The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable, failing which 1 % of the payable wages will be levied as penalty.
- 11.5.4. The wages should be paid in the Bank Account of the contract labourer.
- 11.5.5. Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

- 11.5.6. The wages will be at the prevailing minimum rates of wages for the area concerned for UNSKILLED WORKERS as fixed by the Ministry of Labour and Employment. As and when there is any change in the minimum wages, consequent to the revised orders from the concerned authorities or consequent to reclassification of any of the areas, the revised rates applicable will be communicated by BSNL CHENNAI Telephones in writing to the contractors, mentioning the date from which the revised rates are applicable.
- 11.5.7. The contractor should immediately implement the payment of revised wages as instructed by BSNL and claim the difference in the subsequent bill. There will be no change in the Service Charges consequent to revision of minimum wages during the contract period.
- 11.5.8. All three National Holidays are paid holidays for the contract labourers.
- 11.5.9. Wages due to every worker shall be paid to him by deposit in the contract labourer's Bank account and details of bank credit must be furnished along with the claim bill submitted by the contractor.
- 11.5.10. Wages shall be paid without any deductions of any kind except those specified by the Central Govt. by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- 11.5.11. The contractor shall obtain from the Sub Divisional Engineer or any other authorized representative of the Engineer-in-Charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be.
- 11.5.12. The successful Tenderer shall pay Bonus each year, as per the guidelines of the Bonus Act for the contract labourers engaged in House Keeping Services. BSNL will not make any payment towards bonus.
- 11.5.13. Payment of wages to the contract labourers should be made on the specified dates without waiting for settlement of bills by BSNL.
- 11.5.14. The contractor shall strictly abide by the conditions/rules prescribed in the ACTIVITIES PROHIBITED UNDER THE EMPLOYMENT OF MANUAL SCAVANGERS AND CONSTRUCTION OF DRY LATRINES (PROHIBITION) ACT,1993
- 11.5.15. The contractor should strictly abide by the provisions of various Acts of the State in force in connection with the employment of contract labour viz., Contract Labour R & A Act 1970, Workmen's Compensation Act, EPF Act, ESI, BONUS and GST as applicable. It is the responsibility of the contractor to ensure minimum wages, as per minimum wages Act as fixed by Ministry of Labour and Employment or the corresponding rates as fixed by the State Government whichever is higher to the persons employed and his quotation of rates shall reflect this responsibility. The contractor is solely responsible for the payment of wages. All legal obligation like payment of EPF, ESI, BONUS, workmen compensation shall be the responsibility of the contractor.
- 11.5.16. BSNL shall not incur any liability or additional expenditure whatsoever for personnel deployed.
- 11.5.17. Minimum rates of wages include also the wages for weekly day of rest. The minimum wages will be paid for actual number of hours of work performed. All National holidays are paid holidays for contract workers.

12) FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

12.1 The wages of a worker shall be paid to him without any deduction of any kind except the following: -

- a) Fines

- b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - d) Deductions for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
 - e) Any other deductions, which the Central Govt./BSNLCHENNAI Telephones may from time to time, allow.
- 12.2 No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.
- 12.3 No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- 12.4 Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

13) LABOUR RECORDS

- 13.1. The contractor shall maintain a Register of Persons employed on work on contract in form XIII of the Contract Labour (R&A) Central Rules 1971
- 13.2. The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under contract in form XVI of the CL (R&A) Rules 1971.
- 13.3. The contractor shall maintain a Wages Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971.
- 13.4. Register of accidents – The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars: -
 - a. Full Particulars of the labourers who met with accident.
 - b. Rate of wages.
 - c. Sex
 - d. Age
 - e. Nature of accident and cause of accident
 - f. Time and date of accident
 - g. Date and time when admitted in hospital
 - h. Date of discharge from the hospital
 - i. Period of treatment and result of treatment
 - j. Percentage of loss of earning capacity and disability as assessed by Medical officer.
 - k. Claim required to be paid under Workmen's Compensation Act.
 - l. Date of payment of compensation
 - m. Amount paid with details of the person to whom the same was paid
 - n. Authority by whom the compensation was assessed
 - o. Remarks.
- 13.5. The contractor shall maintain a Register of Fines in the form XII of the CL (R&A) Rules 1971 The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission of which fines can be imposed.
- 13.6. The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971.

- 13.7. The contractors shall maintain a Register of Advances in Form XXIII of CL (R&A) Rules 1971.
- 13.8. The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971.

14) ATTENDANCE CARD- CUM- WAGES SLIP

- 14.1. The contractor shall issue an Attendance card cum wage slip to each workman employed by him.
- 14.2. The card shall be valid for each wage period.
- 14.3. The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- 14.4. The card shall remain in possession of the worker during the wages period under reference.
- 14.5. The contractor shall complete the wages slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- 14.6. The contractor shall obtain the signature or thumb impression of the worker on the wage slip as per the ECS/NEFT remittance for the disbursement of wages and retain the card with him.

15) EMPLOYMENT CARD : The contractor shall issue an Employment Card in the Form XIV of CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker.

- 15.1. Service certificate: On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service Certificate in the Form XV of the CL (R&A) Central Rules 1971.
- 15.2. The service provider has to provide the Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately

16) PRESERVATION OF LABOUR RECORDS : The labour records and records of fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Pr.General Manager BSNL, CHENNAI Telephones or Labour Officer or other officers authorized by the BSNL in this behalf.

17) INSPECTION OF BOOKS AND SLIPS : The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Govt. on his behalf.

- 17.1 Submission of Returns The contractor shall submit periodical returns as may be specified from time to time.
- 17.2. Amendments: The Govt. may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations.

18) INSURANCE: -Without limiting any of his other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensations insurance as required by law and undertake to indemnify and keep indemnified the BSNL, CHENNAI Telephones from and against all manner of claims and demands and losses and damages

and cost (including between attorney and client) charges and expenses that may arise in regard to the same or that the BSNL, CHENNAI Telephones may suffer or incur with respect to end/or incidental to the same. The contractor shall have to furnish originals and/or attested copies as required by the BSNL, CHENNAI Telephones of the policies of insurance taken within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the BSNL, CHENNAI Telephones may require.

19) COMPLIANCE WITH LAWS AND REGULATION:

During the performance of the works the contractors shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws, rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Govt., Govt Agency or BSNL, CHENNAI Telephones, Municipal Corporation, Department or other Regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law, By-laws, Rules, Regulations, orders and/or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or sub-contractor to whom any portion of the work to be performed hereunder may be assigned, subleased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the BSNL, CHENNAI Telephones harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out of or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

20) REGISTRATION WITH EPF/RPF COMMISSIONER

- 20.1 The successful/prospective bidders will have to furnish documentary evidence that they are registered with EPF/RPF Commissioner. They will also furnish an undertaking that within seven days of the close of every month they will submit to BSNL, CHENNAI Telephones a statement showing the recoveries of contributions in the respect of employees with Certificate that the same have been deposited with RPF Commissioner. The bill will be passed by the passing authority only if the contractor complies with the conditions of the EPF Act 1952 and ESI Act. The bill passing authority will check the payment particulars regarding EPF contribution for each contract labourer and the bill will be passed by the bill passing authority only after satisfying himself that the EPF/ESI subscriptions/ contributions are made and proof produced to the contract labourer for individual use. Copies of the challans for payment of EPF and ESI, and a list of the contract labourers for whom EPF/ESI deductions were made should be submitted alongwith the bill claim. Consolidated proof of payment of EPF/ESI by including Units other than BSNL will not be accepted.
- 20.2 The PGM BSNL CHENNAI Telephones reserves the right to with-hold any part of the payment due to the contractor, if it is found that the contractor has failed to make payments of EPF/ESI into the respective accounts of the labourers and balance sheets have not been issued to the labourers by the contractor. Copy of the EPF/ESI account numbers of all the contract labourers engaged by the contractor

should be furnished to the O/o PGM (S) BSNL Chennai Telephones, for record purposes.

The successful tenderer should adhere the terms & conditions towards fulfillment of compliance of provisions of the EPF and Miscellaneous Provisions Act 1952 & Employees Provident Scheme 1952.

The successful tenderer while claiming the bill should submit the following document along with the bill & the bill will be passed only on the submission of the following documents.

20.3 Each claim bill of the contractor must be accompanied by :-

- i. The total Carpet space of the Division
- ii. The total Open space of the Division
- iii. For billing purpose 100% Carpet space and 40% of Open space
(The housekeeping services for Open Space is less labour oriented when compared to Carpet Space and hence 40% weightage is given for Total Open space while billing for the housekeeping services of the Division)
- iv. List showing the details of labourers/employees engaged.
- v. Duration of their engagement.
- vi. The amount of wages paid to such labourers/employees for the duration in question.
- vii. Amount of EPF/ESI contributions (Both employer's and employee's contribution) for the duration of engagement in question, paid EPF/ESI authorities.
- viii. Copies of authenticated document of Payment of such contribution to EPF authorities.
- ix. Declaration from the contractors regarding compliance of the conditions of the EPF Act 1952
- x. Copies of authenticated documents of payment of such contribution to ESI authorities.
- xi. Proof for the payment of GST.

SECTION-V

COMMERCIAL CONDITIONS OF THE AGREEMENT:

- 1) The agreement shall be in force for a period of one year and extendable as per the requirement under the same terms and conditions for further period of six months.
- 2) The Authority reserves the right to terminate the agreement at any point of time in case of unsatisfactory performance by the Agency. In this regard, the decision of the Authority shall be final and binding on the Agency.
- 3) In the event of the Authority terminating the agreement in whole or in part pursuant to the above Para, the Authority may procure/engage, upon such terms and in such manner as it deems appropriate, services similar to those prescribed and the Agency shall be liable to the Authority for any excess cost for such similar services. However, the Agency shall continue the performance of the agreement to the extent not terminated.
- 4) The Authority reserves the right to accept the tender for the entire job or for a part of the job.
- 5) BSNL will have the right to increase or decrease up to 50% of the quantity of Services specified at cleaning activity without any change in the unit price or other terms and conditions at the time of award of contract.
- 6) For this works/services contract, in case of personnel/labourers being engaged for Housekeeping services by the bidder/contractor, for payment of Minimum Wages as per the GOI Notification revised time to time during the period of contract/extensions, (Section X).
- 7) BSNL, shall at no point of time, shall be held responsible for engagement of additional personnel/labourers by the bidder/contractor and also for payment of minimum wages for the additional personnel labourers by the bidder/contractor, if deployed.
- 8) the Authority will not reimburse any charges or compensate for any loss of material or the injuries suffered by the workers engaged by the Agency during the period of agreement.
- 9) The Agency shall be responsible for the loss of any items and compensate in full the loss sustained by the Authority on account of damage of material during his discharge of House Keeping activities.
- 10) The Agency shall make arrangements for the cleanliness of all the area as specified by the Authority. The Agency shall ensure that the cleanliness is maintained all the time at all the places as specified by the Authority.
- 11) The Agency shall maintain the appropriate and relevant registers as specified by the Authority.
- 12) The Authority reserves the right to change the frequency and timings of cleaning activity for all the areas/ any area depending upon the administrative needs. The Authority also reserves the right to add or delete any activity along with their frequency and timings without any extra payment.
- 13) The responsibility for the safety of workers engaged by the Agency has to be borne entirely by the Agency only in addition to the supply of necessary safety gadgets to its workers such as gloves, face mask and other items based on the field requirement.
- 14) In case of any injury and/ or death to any of the workers engaged by the Agency at work, the

Agency is wholly responsible for the welfare of the worker / or deceased. The Authority or BSNL organization is in no way responsible for any such act and shall not pay any compensation.

- 15) The instructions in respect of general discipline, behaviour and cleanliness issued by the Authority shall be final and binding on the House Keeping workers employed.
- 16) Proper identity cards in a format prescribed by the Authority are to be issued by the Agency.
- 17) The Agency has to arrange to carry out the cleaning and sanitation works, keeping the following points in mind.
 - (a) The cleaned area should become totally dust-free and spotless, presenting a sparkling look.
 - (b) No bad odour should emanate from any part of the area.
 - (c) The cleaning should not spoil the natural shine and look of the furniture and other materials.
 - (d) The House Keeping activities should not cause any disturbance to the activities of the offices.
 - (e) The garbage should be neatly picked up and properly disposed in the dustbins provided by the Civic Body or at any other place/ places specified by the Authority.
- 18) The Agency shall submit Divisions wise bills in compliance with GST regime, on monthly basis as per agreed rates. The housekeeping services for Open Space is less labour oriented when compared to Carpet Space and hence 40% weightage is given for Total Open space while billing for the housekeeping services of the Division.
- 19) The Agency shall deploy only those persons whose antecedents have been verified by the Police.
- 20) The Authority shall not be liable to provide any residential accommodation or transport to the House Keeping Staff / Supervisors / Manager. No cooking or lodging shall be allowed inside the office premises.
- 21) The Authority reserves the right to change the place of any Housekeeping activity. The Authority has also the right to check all the items enumerated at Sl. No.17 above. The Agency shall arrange to redo these items to the satisfaction of the Authority as and when necessitated at with agreed amount and with no additional charges.
- 22) The Agency shall not be permitted to transfer its rights and obligations under this agreement to any other person or organization.
- 23) The Agency is bound by the details and documents furnished by it to the Authority. In case, any of the details or documents furnished by it are found to be false at any stage, the Authority shall have the right to terminate the Agency without assigning any reason.
- 24) In case of breach of any of the terms of the agreement, Security Deposit amount is liable to be forfeited. Any sum of money due or payable to the Agency including the security deposit refundable to it under the agreement can be appropriated by the Authority from the Bills payable / any deposit / Guarantee of the Agency.

- 25) Any payment of taxes and other statutory duties / levies that arise during this agreement period by the Agency shall be the responsibility of the Agency. The Authority bears no responsibility in this regard.
- 26) The Agency may be called upon for the services on Sunday or Holidays also, if required.
- 27) The Agency shall immediately provide substitute in the event of any person taking leave from job due to his/her personal reasons. The delay by the agency in providing a substitute beyond 3 working days shall attract liquidated damages @ Rs. 200/-per day (Per such case) on the service providing agency, besides deduction in payment on Pro-rata basis.
- 28) On termination it shall be the duty of the Agency to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person creates any disruption hindrance / problem of any nature to BSNL Chennai Telephones.
- 29) The Agency shall furnish the names, contact telephone/mobile numbers, and addresses of persons to be deployed for the Housekeeping services.
- 30) Supervisor, Name, contact no., to be provided on daily basis. Supervisor should monitor the works and in case of any complaint regarding non-availability of labour on any day and cleaning work not carried out / deficiency in work, to be immediately attended by the supervisor.

SECTION-VI

Specification & Scope of Work of Up keeping & Housekeeping Work:-

SCHEDULE OF WORKS –Works/Services -“House Keeping” in the premises of RSU/ Sub-Division/ MSU/ Office Bldg., situated at various places in the zone of DGM(SW) in South Area

1. Cleaning of, tables, chairs, computers, VDUs, Printers, cupboards sofa, file racks, doors and windows, daily.
2. Cleaning of walls, ceiling terrace and removing cobwebs once in fortnight.
3. Maintenance of garden.
4. Regular cleaning of space around the building and cutting of wild bushes.
5. Up keeping of window curtains, sofa cover, table cloths.
6. Cleaning of telephone instruments.
7. Cleaning of Exchange equipment such as battery, power plant, engine alternator, A/C units, computer peripherals, fire extinguishers.
8. Cleaning of sign boards inside and outside the building, offices, exchanges.
9. Water pump operations and water pipe cleaning maintenance in exchanges.
12. Regular cleaning of office open space.
13. Cleaning of water drums, water coolers glasses water jugs, flasks daily
14. Cleaning of electrical fitting such as fan lights, switch boards etc.,
15. Any other work assigned by the in-charge, wherever necessary.

SCOPE OF WORK –HOUSE KEEPING WORK:

Cleaning of all Toilets, Washbasins, Urinals and Maintenance of the office premises in and around neat and clean (Housekeeping services) in the premises of RSU/ Sub-Division/ MSU/ Office Bldg., situated at various places in the zone of DGM(SW) in South Area on part time basis only.

SECTION VII

Locations of work, open/carpet space & other available fixtures(approx..) / installations

(The housekeeping services for Open Space is less labour oriented when compared to Carpet Space and hence 40% weightage is given for Total Open space while billing for the housekeeping services of the Division)

Sl. No.	Division	Xge / Location	Open space in sq.mt.	Carpet space in sq.mt	Toilets	Urinals	Wash basin
1	AGM SW	o/o PGM(S)	1,612.10	2,070.00	20	14	20
AGM SW Division Total			1,612.10	2,070.00	20	14	20
2	RBN	RBN	1,393.55	1,207.74	6	5	
3	RBN	IIT	0.00	130.06	1	1	
RBN Division Total			1,393.55	1,337.80	7	6	0
4	NAN	NAN	0.00	280.38	4	3	4
5	NAN	NANCSC	0.00	156.91	2	0	1
6	NAN	TGN	0.00	113.16	2	1	2
7	NAN	ULG	0.00	178.00	3	0	3
8	NAN	MPMCSC	0.00	131.92	2	0	1
9	NAN	MPM	0.00	206.80	6	0	2
10	NAN	KLK	0.00	214.79	5	6	3
11	NAN	KOV	0.00	217.39	2	1	3
NAN Division Total			0.00	1,499.35	26	11	19
12	VEL	TLR	46.45	276.29	5	0	5
13	VEL	VIJ	0.00	123.19	2	0	1
14	VEL	PAL	13.94	180.14	4	0	2
15	VEL	GNR	11.61	183.95	2	1	2
16	VEL	ADM	0.00	102.19	2	0	2
17	VEL	VEL INTL	78.97	162.58	2	0	3
18	VEL	VEL_EXTL	23.23	74.32	2	0	1
VEL Division Total			174.20	1,102.66	19	1	16
19	STM Intl	STM_MSU	678.19	1,858.06	11	7	7
STM Intl Division Total			678.19	1,858.06	11	7	7
20	STM Extl	EKK	46.45	148.83	1	1	1
21	STM Extl	SUPER-B 5	46.45	125.79	2	1	1
22	STM Extl	RAM	53.88	111.95	2	1	1
23	STM Extl	MUG	46.45	232.26	2	1	1
STM Extl Division Total			193.23	618.83	7	4	4
SW zone Total			4,051.27	8,486.70	90	43	66

SECTION-VIII - Location wise Materials for yearly house keeping

(The material required location-wise are indicated in terms of yearly requirement and the contractor shall supply proportionate monthly requirement and ensure the supply of total indicated quantity of the year within one year)

Sl. No.	Division	Xge / Location	Coconut brooms / Year	Soft brooms / Year	Mops / Year	Soap oil / Year
			Nos.	Nos.	Nos.	Ltr.
1	AGM SW	o/o PGM(S)	12	12	12	12
AGM SW Division Total			12	12	12	12
2	RBN	RBN	8	8	8	6
3	RBN	IIT	4	4	4	2
RBN Division Total			12	12	12	8
4	NAN	NAN	4	4	4	2
5	NAN	NANCSC	4	4	4	2
6	NAN	TGN	4	4	4	2
7	NAN	ULG	4	4	4	2
8	NAN	MPMCSC	4	4	4	2
9	NAN	MPM	4	4	4	2
10	NAN	KLK	4	4	4	2
11	NAN	KOV	4	4	4	2
NAN Division Total			32	32	32	16
12	VEL	TLR	4	4	4	2
13	VEL	VIJ	4	4	4	2
14	VEL	PAL	4	4	4	2
15	VEL	GNR	4	4	4	2
16	VEL	ADM	4	4	4	2
17	VEL	VEL INTL	4	4	4	2
18	VEL	VEL_EXTL	4	4	4	2
VEL Division Total			28	28	28	14
19	STM Intl	STM_MSU	8	8	8	6
STM Intl Division Total			8	8	8	6
20	STM Extl	EKK	4	4	4	2
21	STM Extl	SUPER-B 5	4	4	4	2
22	STM Extl	RAM	4	4	4	2
23	STM Extl	MUG	4	4	4	2
STM Extl Division Total			16	16	16	8
Grand Total			108	108	108	64

SECTION-VIII - Location wise Materials for yearly house keeping

(The material required location-wise are indicated in terms of yearly requirement and the contractor shall supply proportionate monthly requirement and ensure the supply of total indicated quantity of the year within one year)

Sl. No.	Division	Xge / Location	Phenyl / Year	Cleaning acid / Year	Bleaching powder / Year	Scrubber / Year	Toilet brush / Year
			Ltr.	Ltr.	Pkt(500g)	Nos.	Nos.
1	AGM SW	o/o PGM(S)	120	60	162	120	60
AGM SW Division Total			120	60	162	120	60
2	RBN	RBN	36	18	33	0	18
3	RBN	IIT	6	3	6	0	3
RBN Division Total			42	21	39	0	21
4	NAN	NAN	24	12	33	24	12
5	NAN	NANCSC	12	6	9	6	6
6	NAN	TGN	12	6	15	12	6
7	NAN	ULG	18	9	18	18	9
8	NAN	MPMCSC	12	6	9	6	6
9	NAN	MPM	36	18	24	12	18
10	NAN	KLK	30	15	42	18	15
11	NAN	KOV	12	6	18	18	6
NAN Division Total			156	78	168	114	78
12	VEL	TLR	30	15	30	30	15
13	VEL	VIJ	12	6	9	6	6
14	VEL	PAL	24	12	18	12	12
15	VEL	GNR	12	6	15	12	6
16	VEL	ADM	12	6	12	12	6
17	VEL	VEL INTL	12	6	15	18	6
18	VEL	VEL_EXTL	12	6	9	6	6
VEL Division Total			114	57	108	96	57
19	STM Intl	STM_MSU	66	33	75	42	33
STM Intl Division Total			66	33	75	42	33
20	STM Extl	EKK	6	3	9	6	3
21	STM Extl	SUPER-B 5	12	6	12	6	6
22	STM Extl	RAM	12	6	12	6	6
23	STM Extl	MUG	12	6	12	6	6
STM Extl Division Total			42	21	45	24	21
Grand Total			540	270	597	396	270

SECTION-VIII - Location wise Materials for yearly house keeping

(The material required location-wise are indicated in terms of yearly requirement and the contractor shall supply proportionate monthly requirement and ensure the supply of total indicated quantity of the year within one year)

Sl. No.	Division	Xge / Location	Odonil / Year	Urinal cake / Year	Duster cloth / Year	Cob web stick / Year
			Nos.	Nos.	Nos.	Nos.
1	AGM SW	o/o PGM(S)	480	336	144	4
AGM SW Division Total			480	336	144	4
2	RBN	RBN	144	120	96	3
3	RBN	IIT	24	24	48	2
RBN Division Total			168	144	144	5
4	NAN	NAN	96	72	48	2
5	NAN	NANCSC	48	0	48	2
6	NAN	TGN	48	24	48	2
7	NAN	ULG	72	0	48	2
8	NAN	MPMCSC	48	0	48	2
9	NAN	MPM	144	0	48	2
10	NAN	KLK	120	144	48	2
11	NAN	KOV	48	24	48	2
NAN Division Total			624	264	384	16
12	VEL	TLR	120	0	48	2
13	VEL	VIJ	48	0	48	2
14	VEL	PAL	96	0	48	2
15	VEL	GNR	48	24	48	2
16	VEL	ADM	48	0	48	2
17	VEL	VEL INTL	48	0	48	2
18	VEL	VEL_EXTL	48	0	48	2
VEL Division Total			456	24	336	14
19	STM Intl	STM_MSU	264	168	96	4
STM Intl Division Total			264	168	96	4
20	STM Extl	EKK	24	24	48	2
21	STM Extl	SUPER-B 5	48	24	48	2
22	STM Extl	RAM	48	24	48	2
23	STM Extl	MUG	48	24	48	2
STM Extl Division Total			168	96	192	8
Grand Total			2160	1032	1296	51

SECTION IX

The minimum wages shall be as per the Minimum wages notification issued time to time by Chief Labour Commissioner(C) New Delhi and the latest one is as under:

No. 1/8(7)/2019-LS-II
Government of India
Ministry of Labour & Employment
Office of the Chief Labour Commissioner(C)
New Delhi

Dated:27/3/2019

ORDER

In Exercise of the powers conferred by the Central Government vide Notification No. S.O.190(E) dated 19th January, 2017 of the Ministry of Labour & Employment, the undersigned hereby revise the rates of Variable Dearness Allowance on The basis of the average consumer price index number for the preceding period of six month ending on 31.12.2018 reaching 301.33 from 288.33 (Base :2001=100) and thereby resulting in an increase of 13 points for **Industrial workers** and direct that this order shall come into force w.e.f. 01.04.2019.

RATES OF V.D.A. FOR EMPLOYEES EMPLOYED IN "Employment of Sweeping and Cleaning excluding activities prohibited under the Employment of Manual Scavengers and Construction of Dry Latrines (Prohibition) Act,1993".

AREA	RATES OF V.D.A PER DAY (in Rs.)
A	61
B	50
C	40

Therefore, the minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f 01.04.2019 shall be as under:-

AREA	RATES OF WAGES PLUS V.D.A PER DAY				
	Basic Wages (Rs.)		V.D.A (Rs.)		Total (Rs.)
A	523	+	61	=	584
B	437	+	50	=	487
C	350	+	40	=	390

The VDA has been rounded off to the next higher rupee as per the decision of the Minimum Wages Central Advisory Board.

SECTION X
PRICE BID/FINANCIAL BID– SCHEDULE

e-TENDER No. DGM(SW)/HK/2019-20/03 dated 22.04.2019

Description of the work – Housekeeping Services at Divisions of SW Zone

Name of the Bidder				
1	Open Space in Square metre* of South West Zone (40% weightage only)	Square Metre	4,051.27	A
2	Carpet Space in Square metre* of South West Zone (100% weightage)	Square Metre	8,486.70	B
3	Basic rate of Housekeeping Tender /Month of South West Zone	(in Rupees)	₹ 1,74,500	C
4	Basic Material Cost/Month of South West Zone	(in Rupees)	₹ 31,000	D
Quotation				
5	Percentage Quote (%) of Contractor services charges/month on Basic Rate of Housekeeping Tender & Basic Material Cost of South West Zone	in percentage (%) on (C + D)	%	E
Calculation in terms of Square metre charges / month (* 1 Square metre = 10.7639 square feet)			(In Rupees)	
6	Contractor services charges/month of South West Zone	$F = (C + D) \times E$	₹	F
7	House Keeping Charges Per month including Basic rate of Housekeeping Tender, Basic Material Cost and Contractor Service charges of South West Zone	$G = C + D + F$	₹	G
8	Monthly charges for Housekeeping per square metre* of South West Zone, including Material cost, Labour Cost, and Contractor's service charges excluding GST	$H = G / [(A \times 40\%) + B]$	₹	H
9	GST 18% as applicable on the amount in the column H	$I = H \times 18\%$	₹	I
10	Total value of HK Tender per month (26 days)/ square metre of South West Zone	$J = H + I$	₹	J

Important Note on PRICE BID/FINANCIAL BID– SCHEDULE :

****Note:** The evaluation of financial bids are only on the basis of Percentage quote(as per serial No.5 above)

- The basic rate of this Housekeeping tender is for the housekeeping work of South West Zone. The Basic rate of housekeeping & material cost shall not be subject to the variation on any account.

2. The 40% weightage given for Open space shall be taken into consideration while quoting the price bid and the monthly Housekeeping billing shall be 100% Carpet space and 40% Open space. The housekeeping services for Open Space is less labour oriented when compared to Carpet Space and hence 40% weightage is given for Total Open space while billing for the housekeeping services of the Division.
3. Minimum wages for the services specified are as per Government of India & Ministry of labour & Employment wages from time to time.
4. The rates and taxes etc., will be subject to a revision by Central Government and revised rates will be passed onto the contractor by BSNL. Monthly charges for Housekeeping per square metre quoted should be reasonable and justifiable. The zero/negative rate, if quoted as service charges will be liable for rejection of bid.
5. GST will be paid by BSNL as per the rate fixed by the Central Government from time to time.
6. The quoted service charges (%) is valid till the expiry of tender and no change of service charge is allowed till the validity of the tender and its extension period if any.
7. EPF, ESI (Agency contribution) and GST as applicable will be paid by BSNL.
8. The quoted rates (%) shall be based on the compliance to Minimum Wages Notification, and other statutory deductions such as VDA, Bonus etc., and transportation charges for labourers between locations.
9. At no point of time, BSNL shall be held responsible for engagement of additional personnel/labourers by the bidder/contractor and also for payment of minimum wages for the additional personnel labourers by the bidder/contractor, if deployed.

I have fully studied all the clauses of the tender document and promise to abide by all the terms and condition mentioned in it.

I am also the authorized signatory to sign this tender document for and on behalf of my company.

Note: a) The Job mentioned should be adhered to throughout the agreement period.
b) In case of failure on the part of the Agency in providing any service, pro-rata deductions / penalty will be made.

Signature of the Tenderer

Name in Block Letters :

Place:

Address & Phone No:

Date:

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 II

BIDDER PROFILE

1. NAME OF THE BIDDER/CONTRACTOR : _____
2. ADDRESS OF THE BIDDER/CONTRACTOR : _____
3. REGISTRATION DETAILS :
 - (i). GST : _____
 - (ii). LABOUR LICENCE : _____
 - (iii). REGISTRATION OF COMPANY : _____
 - (iv). EPF REGISTRATION : _____
 - (v). ESI REGISTRATION : _____
4. OWNER'S NAME : _____
5. INCOME TAX PAN NUMBER : _____
6. TELEPHONE / MOBILE NO : _____
FAX NO. : _____
7. CHENNAI ADDRESS : _____

8. BANK ACCOUNT NUMBER : _____
9. BANKER'S NAME & ADDRESS : _____
: _____
: _____
10. LIST OF MAJOR CLIENTS : _____

(ENCLOSE COPY OF CONTRACT ALONG WITH EXPERIENCE and PERFORMANCE DETAILS)

ANY OTHER INFORMATION/
DOCUMENTS WHICH MAY HELP : _____
IN ASSESSING BIDDERS ABILITIES

Annexure III

STATEMENT OF COMPLIANCE

To

The Pr. General Manager, (South),
BSNL, Chennai Telephones,

Dear Sir/ Madam,

Sub:-Tender for “HOUSE KEEPING SERVICES” in the premises of RSU/SUB-DIVISION/MSU/OFFICE BLDG, situated at various places in the zones of DGM(SW) in South Area of Chennai Telephones -Regarding.

I have gone through the complete terms and conditions relating to the tender document of the “HOUSE KEEPING SERVICES” in the premises of RSU/SUB-DIVISION/MSU/OFFICE BLDG, situated at various places in the zones of DGM(SW) in South Area of Chennai Telephones and accept the same. I am herewith enclosing

(i) Bank Draft No. Dated
drawn on Bank for Rs
(Rupees..... only) alongwith tender as Earnest Money
Deposit
and

(ii) Bank Draft No. Dated
drawn on Bank for Rs
(Rupees..... only) along with tender as Tender
Document Fee

Place:
Date:

Signature of the Tenderer

Name in Block Letters:
Address:

Annexure IV

Advance Stamped Pre-Receipt

Received with thanks from the Accounts Officer (Claims Cash), South Business Area, BSNL Chennai Telephones, Chennai-600 032 the sum of Rs -----(Rupees -----only) towards the refund of EMD paid at the time of submission of tender vide your receipt no.-----

Signature of the Tenderer

Place:

Date :

Annexure V
(in case the bidder is new vendor to BSNL)



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* :

Name* :

Address* :

Town/District* :

City* :

State* :

Postal/Pin code* : Country* :

Contact Details:

Telephone Number : Fax No. :

Email_id :

(Mandatory for E-Tendering)

Name of Contact Person : Mobile No. :

Alternate Contact Person : Mobile No. :

Tax information:

PAN :

Service Tax reg. no. :

LST (Local VAT reg.No.) : CST Reg. No :

Tax Registration no.
(for Foreign Vendors) :

Income Tax Exemption details:

IT exemption no. : IT exemption rate :

IT Exemption date :

IT exemption date from : IT exemption date to :

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 : Payment Method :

TDS Type - Invoice : TDS Code - Invoice :

Checked by:	Authorized by (Finance)	SAP Vendor Master Created on	SAP Vendor Code

Annexure VI

UNDERTAKING & DECLARATIONS

(A) - For understanding the terms & condition of Tender & Spec. 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 & 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 & commence the work 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 Tenderer

Place:

Name of Tenderer

Along with date & Seal

(B) NO– NEAR-RELATIONSHIP CERTIFICATE:

e-TENDER No. DGM(SW)/HK/2019-20/03 dated 22.04.2019

To

The Pr. General Manager (NWO-South)
BSNL Chennai Telephones
40E,CIPET Road,Thiru-Vi-Ka Industrial Estate ,
Guindy,Chennai-600032.

I S/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
me 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 of the tenderer
With date and seal

.....
(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”

(C) DECLARATION REGARDING NEVER DEBARRED/BLACKLISTED

I _____ Son of / Wife of Shri. _____
and Proprietor / Director / Partner of M/S _____ do hereby
solemnly affirm

1. That I am the sole Prop//Partner/Director of M/s _____

2. That I state & declared that the above firm M/s _____

has been never ever been debarred and / or blacklisted by any department of Central Govt. / State Govt. / PSU. / Public bodies / Municipalities.

In case the above declaration is found to be incorrect or wrong, the contract if awarded to the firm shall be terminated immediately and the firm shall be liable to blacklisted / debarred for future works / contract with BSNL / DOT. Any such action shall however be without prejudice to BSNL's right under the law.

Signature of the Prop/Partner/Director

(Shri./Smt./Miss _____)

Note: The signatory should not affect any variation in the text of declaration. Declaration in any other form shall not be acceptable and render the bidder for penal action as decided By BSNL.

Annexure VII

AGREEMENT

e-TENDER No. DGM(SW)/HK/2019-20/03 dated 22.04.2019

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
Works/Services Contract -“House Keeping” in the premises of RSU/ Sub-Division/ MSU/ Office
Bldg., situated at various places in the zone of DGM(SW) in South Area of Chennai Telephones
on the terms and conditions herein contained and 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... (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 (annexed to
the agreement), when BSNL or Area Sr.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.

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
of Sr.GM/GM(S) BSNL Chennai Telephones

Witness:

1.

2.

Annexure VIII

PERFORMANCE SECURITY GUARANTEE BOND

e-TENDER No. DGM(SW)/HK/2019-20 dated 22.04.2019

In consideration of CGM BSNL, Chennai Telephones (hereinafter called 'BSNL, Chennai Telephones') having agreed to exempt _____ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/ Advance Work Order No. _____ dated _____ made between _____ and _____ for Works/Services Contract - "House Keeping" in the premises of RSU/ Sub-Division/ MSU/ Office Bldg., situated at various places in the zone of DGM(SW) in South Area of Chennai Telephones vide **e-TENDER No. DGM(SW)/HK/2019-20/03 dated 22.04.2019** ('hereinafter called 'the said agreement'), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of _____ (contractor(s)) do hereby undertake to pay to the BSNL, Chennai Telephones, an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by BSNL, Chennai Telephones, by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay amounts due and payable under this guarantee without any demur, merely on a demand from BSNL, Chennai Telephones, by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(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 BSNL, Chennai Telephones, 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 _____.

3. We undertake to pay to the BSNL, Chennai Telephones, any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ supplier(s) in any suit or proceeding pending 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 contractor(s)/ supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect 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, Chennai Telephones, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till _____ (office /department) BSNL, Chennai Telephones, certifies that the terms and conditions of the said agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of contract period + 6 months from the date hereof, we shall be discharged from all liabilities under this guarantee thereof.

5. We (name of the bank) _____ further agree with the BSNL, Chennai Telephones, that the BSNL, Chennai Telephones, 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 the time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL, Chennai Telephones, against the said contractor(s) or to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons or any such variations or extension being granted to the said contractor(s) or for the any forbearance, act or omission on the part of the BSNL, Chennai Telephones, or any indulgence by the BSNL, Chennai Telephones, to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. The Guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/ supplier(s) .

7. We (name of the bank) _____ lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the BSNL, Chennai Telephones, in writing.

Dated the _____ day of _____

for

(indicate the name of the bank)

Annexure IX

Bid Form

e-TENDER No. DGM(SW)/HK/2019-20/03 dated 22.04.2019

To

PR. GENERAL MANAGER (S),
BSNL-CHENNAI TELEPHONES,
40E CIPET ROAD, TVK INDUSTRIAL ESTATE
GUINDY, CHENNAI – 32.

Dear Sir / Madam,

Having examined the conditions of contract and specifications including addenda No. the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of “House Keeping” in the premises of RSU/ Sub-Division/ MSU/ Office Bldg., situated at various places in the zone of DGM(SW) in South Area in conformity with instructions issued by BSNL-CHENNAI TELEPHONES South Area, on award of contract and specifications of Area DGMs / DEs / SDEs.

We undertake, if our Bid is accepted, will execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document and instructions from time to time during the execution of work.

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

Dated thisday ofXXXX

Signature of Authorized Signatory.....

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Annexure X

Statutory Registrations undertaking

- (1) GST Registration details of Tamilnadu & Chennai
- (2) Have you obtained Labour Licence ? Yes/No
- (i) If Yes, give licence Number and enclose a copy
- (ii) If No, do you agree to get the licence as soon as the contract is agreed ?
- (3) Are you employing child labour ? Yes/No
- (4) 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. Yes/No
- (ii) If No, are you exempted from EPF & ESI as per provision of the EPF & ESI Act ? Yes/No
- (iii) Do you agree to pay the EPF & ESI contribution regularly ? Yes/No
- (5) Are you ensuring payment of Minimum Wages to the work force ? Yes/No
- (6) Are You ensuring to pay bonus to the work force Yes/No

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

Date :

Signature of Authorized Signatory.....

In capacity of

Duly authorized to sign the bid for and on behalf of

Annexure XI

Letter of Authorization for attending Bid Opening Event.

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

To

The Deputy General Manager (SW),
4-E THIRU-VI-KA INDL EST,
GUINDY, CHENNAI 600032

Sub: Authorization for attending Bid Opening on _____ (Date)

Ref: E-Tender No.:

I/We hereby authorize Mr./Ms.-----and Mr./Ms.----- (alternative) whose signatures are attested below ,to attend the Bid Opening for the Tender mentioned above on our behalf.

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

.....

Name of the Representative

.....

Signature of the Representative

.....

Name of the alternate Representative

.....

Signature of the Alternate Representative

Above Signatures Attested

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

- Note. 1. Only one representative will be permitted to attend bid opening. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not received/presented.

Annexure XII

(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.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	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.
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	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.
	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 GST, 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.
	(iii) If detection of default after receipt of PG/ SD (DD, BG etc.)	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.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
	(iv) If detection of default after issue of PO/ WO	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.
1(b) cont d.	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.
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.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
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.
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/BG/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 (a) for amount already paid by BSNL (b) for Quantity in excess of that supplied by Vendor to BSNL.	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ‘Set off’ clause 29 of Section III 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.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
6	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	As above
	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 CHTD or not.	
7	a) 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 CHTD 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.
	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.	iv) Legal action will be initiated by BSNL against the Vendor if required.
	c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) undertakes any action that affects/ endangers the security of India.	

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
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.	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. 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.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
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. b)in spite of court orders	iii) Take legal recourse i.e. filing recovery suite in appropriate court. Termination of contract, if any. 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 CHTD 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/ GST/ Excise / 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:	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 CHTD for 3 years from date of issue of banning order.
	(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.	
	(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.	

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
13	(c) If the vendor/ supplier fails to submit required documents/ information, where required. (d) Any other ground which in the opinion of BSNL CHTD 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.		

END OF THE E-TENDER DOCUMENT