



# **BHARAT SANCHAR NIGAM LIMITED**

(A Govt. Of India Enterprise)  
CHENNAI TELEPHONES

## **E-TENDER DOCUMENT**

**GENERAL MANAGER (WEST)  
BSNL, CHENNAI TELEPHONES**

NO.DGM(KKN) /HOUSE KEEPING TENDER /2020-21/01 dated at Ch -78, the **18.11.2020**

**E-TENDER FOR HOUSE KEEPING WORKS IN THE AREA OF  
DGM(K.K.N) [K.K.NAGAR AND PORUR DIVISION ] BSNL  
TELEPHONE EXCHANGES, CHENNAI.**

<b><u>Bidder's Name and Address</u></b>	
<b>DD NO:</b> <b>DD date:</b> <b>Name of Bank:</b>	<b>Price :-Rs.590/-</b>



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

**CHENNAI TELEPHONES**  
**TENDER FORM**

*E-TENDER DOCUMENT for Housekeeping services for DGM(KKN) AREA(KKN Division and Porur Division), BSNL Telephone Exchange Buildings, Chennai Telephones, from interested parties through E tendering.*

DGM(KKN) /HOUSE KEEPING TENDER /2020-21/01 dated at Ch - 78, the 18.11.2020

*Cost of the Tender Form: Rs.590/-(Rs.500+GST18%)*

*Bid security: Rs. 42,701/-*

*Tender forms Available at <http://www.chennai.bsnl.co.in> by following the Link "E-tenders by Chennai Telephones".*

*Due Date & Time of Receipt: 10.12.2020 up to 11:00 Hrs.*

*Due Date & Time of Opening: 10.12.2020 at 11:30 Hrs.*

*At*

*O/o Divisional Engineer (Porur), BSNL, CHTD, No.10, A.R.STREET, VALASARAVAKKAM,  
Chennai - 600087.*

*Visit us at: <http://www.chennai.bsnl.co.in>*



**BHARAT SANCHAR NIGAM LIMITED**

(A Government of India Enterprise)

O/o DGM(KKN)  
99, Jawaharlal Nehru Road, Chennai-78.

From:  
DIVISIONAL ENGINEER

No: 10, A.R.Street,  
Valasaravakkam, CHENNAI-87 .

To:

*Sub: Tender document for Housekeeping and allied services in all the offices of KKN Division and Porur Division ,BSNL Telephone Exchange Buildings, BSNL Chennai Telephones.for the year 2020-21– reg.*

**Ref: Tender No. DGM(KKN)/HOUSE KEEPING TENDER /2020-21/01 dated at**  
**Chennai -600078, the 18.11.2020**

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*Please find enclosed the tender document in respect of above mentioned tender which contains the following.*

**E-TENDER FOR HOUSE KEEPING AND ALLIED SERVICES IN  
K.K.Nagar Division and Porur Division, BSNLTELEPHONE EXCHANGE  
BUILDINGS, CHENNAI TELEPHONES**

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## SECTION – I

**DETAILED NOTICE INVITING TENDER(e-Tender)**

For and on behalf of BSNL, Chennai Telephones **the Principle General Manager (NWO) West** invites e-Tender for carrying out House Keeping works for a period of **One Year** from the date of signing the agreement, **in K.K.Nagar Division and Porur Division Telephone Exchange Buildings** from the eligible Registered and Experienced agencies from Indian Nationals. The Bidders having experience of minimum of 3(three) years i.e **2017-18, 2018-19 and 2019-2020** as on date of submission of the Tender, in the field of undertaking the work of providing cleanliness, maintenance and upkeep in reputed corporate offices, Central Govt. establishments, State Govt. establishments etc are eligible to apply.

**1. Description of item:-**

Zone No	Name of the Exchange Buildings	Approximate Carpet Area in Sq.Ft	Approximate Open Area in Sq.Ft
1	K.K.Nagar Telephone Exchange 99,Jawaharlal Nehru Salai, K.K.Nagar,Chennai-78	33347	14000
2	Jones Road (RSU) Telephone Exchange, Jones Road,Saidapet,Chennai	3010	0
3	Karambakkam RSU Tele Exge, 78, Arcot Road, Porur, Chennai-116.	3478	1360
4	Valasaravakkam RSU Tele Exge,26, A.R.Street, Valasaravakkam, Chennai-87	1074	<b>100</b>
5	Valasaravakkam Extl. Office, 10, A.R.Street, Valasaravakkam, Chennai-87	1062	612
6	Porur RSU Tele Exge, 38, Vanniyar Street, Porur, Chennai- 116.	1436	534
7	Moulivakkam RSU Tele Exge, 63, Sulochana Nagar, Moulivakkam, Chennai- 125.	1350	300
8	Kundrathur RSU Tele Exge, 1, Naal Road, Kundrathur, Chennai-69.	1188	3750
Total Area		<b>45945</b>	<b>20656</b>

2.

Cost of Bid Document (non-refundable / transferable) Rs.	EMD Bid Security (2%) Rs.	Total <b>Estimated cost</b> of work per annum Rs.
<b>590.00</b>	<b>42,701/-</b>	<b>21,35,074.00/-</b> <i>[approximate]</i>

**Purchase of Tender Document:** Tender document can be viewed at <http://www.chennai.bsnl.co.in> following the Link "E-tenders by Chennai Telephones". The tender document for participating in E-Tender shall be available for downloading at <http://www.tenderwizard.com/BSNL>. Bidders must register on the e-tender portal, if not already registered earlier and follow all the instructions for participating in bidding of the tender.

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

2.1. The bidders downloading the tender document are required to submit the tender fee amount through DD/Bankers cheque for an amount of Rs. 590/- along with the tender bid, failing which the tender bid shall be left unopened/rejected. The DD/Banker's cheque shall be drawn from any Nationalized/Scheduled bank in favour of BSNL, Chennai Telephones and payable at Chennai.

2.2 BSNL, Chennai Telephone District has decided to use only process of e-tendering for inviting this Tender and thus the physical copy of the tender would not be sold.

### **3. Availability of tender document:**

The tender document shall be available for downloading from 18.11.2020 from 11.00 hrs. of **10.12.2020**

### **4. Eligibility Criteria:**

- 4.1 Housekeeping contractors who have registered themselves with the Department of labour and with three years of minimum experience in House Keeping work are eligible to participate. The copy of the labour license is to be submitted.
- 4.2 The registered office or one of the branch offices of the bidder should be located at Chennai. The tenderer must follow all the regulations in force and to sign the undertaking in Annexure – B.

- 4.3 The tenderer must be financially sound to supply all the required materials in advance.
- 4.4 As the work is to be done in sensitive areas/places, the tenderer must have well trained workforce with adequate experience.
- 4.5 Tenderers to submit performance certificate related to the financial years **of 2017-18, 2018-19 and 2019-2020.**
- 4.6 Bidders should be registered with appropriate authorities under Employees Provident Fund, Employees State Insurance Acts and Goods and Services Tax (if applicable). Relevant copies of all the documents must be enclosed.
- 4.7 The bidder should have a valid PAN No. Copy of Acknowledgement of IT returns filed for the financial years **2017-18, 2018-19 and 2019-2020** required to be attached with the tender form. The bidder shall submit necessary documentary proof showing that they meet all the eligibility criteria along with their tender bid. All the documents should be self-attested by the bidder.
- 4.8 Bidders are required to submit the details of Number of Labourers presently employed by them for Housekeeping work in other organizations.

## **5. Bid Security:**

- 5.1(a) The bidder shall furnish the bid EMD by Demand Draft / Banker's Cheque from any nationalized bank for an amount of **Rs.42,701/- (Rupees Forty Two Thousand Seven Hundred and one Only)**, drawn in favour of BSNL, Chennai Telephones, payable at Chennai. The EMD will not bear any interest and will be refunded / returned to the unsuccessful tenderer.
- 5.1(b) The MSME units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item. Current NSIC certificate holders and SSI certificate holders having registered with NSIC with valid period are exempted from payment of tender document cost and EMD, but the successful L1 bidder is required to pay 10% contractual value as Security Deposit.
- 5.2 In respect of successful tenderer the EMD shall be accounted as part of security deposit payable by the successful tenderer.
- 5.3 The EMD amount of the tenderer whose tender is accepted and if fails to pay the security deposit in time will be forfeited and the work will not be awarded to that bidder.

**Original DD towards the Cost of the tender document and EMD or Current NSIC /SSI certificate holders claiming exemption, should be submitted at the O/o The Divisional Engineer (Porur), BSNL, 10,A.R.Street,Valasaravakkam,Chennai-87** by person or by post along with the tender document duly signed in all pages in the tender box provided for this purpose, before the time prescribed for receipt of completed tender document offline. Otherwise the tender is liable to be rejected.

**6. Date & Time of Submission of Tender bid:**

**Tender Number and Date: NO.DGM(KKN)/HOUSE KEEPING TENDER /2020-21/01  
dated at Chennai - 600078, the 18.11.2020**

- 1) Tender processing fee: 0.05% of Total Estimated cost of Tender Or as decided by ASP (To be paid to M/s ITI – E-Portal Vendor)
- 2) Last Time and date for Submission of Tender bid :11.00 hrs **10.12.2020**
- 3) Technical Bid opening Time and date Off line (Hard copies of Docs):11.30 hrs **10.12.2020**
- 4) Technical Bid opening Time and date on line (on E-Portal) :12.00 hrs **10.12.2020**
- 5) Financial Bid opening Time and date : will be intimated later.

In case if the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time and venue. Any change in the bid opening date due to any other unavoidable reasons/circumstances will be intimated vide corrigendum to be uploaded in the website.

**7. Opening of tender Bids(off-line): - 11.30 hrs. of 10.12.2020**

**8. Place of opening of Tender bids:**

*At the O/o The Divisional Engineer (Porur), O/o The Divisional Engineer  
(Porur), BSNL, 10,A.R.Street,Valasaravakkam,Chennai-87*

*The bidders/authorized representatives of bidders can attend.*

9. Tender bids received after due time & date will not be accepted. BSNL CHENNAI TELEPHONES shall not be held responsible for any kind of delay in the receipt of the Tenders after scheduled the closing Time.

10. Incomplete, Ambiguous, Conditional and un-sealed tender bids will be summarily rejected.

11. Principle General Manager (NWO) West, Chennai Telephone District reserves the right to accept or reject any or all tender bids without assigning any reason. PGM (NWO) west is not bound to accept the lowest tender.

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

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

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

**Divisional Engineer, Porur  
BSNL, Chennai Telephones**



## Section- 2

### **Tender Information**

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

Note: The Techno-commercial Bid will be opened in the presence of the representatives of the bidders at 11-30 hrs on **10.12.2020**. Financial bids of technically and commercially compliant bidders shall be opened at a notified later date.

- 2) Bid validity period is 180 days from the Tender opening date.

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

A.

- a. EMD.
- b. Cost of the tender document.
- c. Copy of the labour license.
- d. Undertaking in Annexure – B.
- e. Performance certificate related to financial year 2017-18, 2018-19 and 2019-2020
- f. Copy of EPF and ESI Registration certificates.
- g. Copy of Goods and Service Tax Registration certificate (if applicable).
- h. Copy of PAN card and copy of IT returns filed for financial year 2017-18, 2018-19 and 2019-2020
- i. Undertaking & Declaration duly filled and signed as per Section – 6A.
- j. No Near- Relation Certificate Performa duly filled & signed as per Section 6B
- k. All pages in Tender document including annexure should be duly signed.
- l. Bid form as per section 9 – part – A duly filled & signed.
- m. ECS mandate form duly filled as per Sec.10.

- B. The Second envelope digitally/Wax sealed will be named as "**Financial Bid**" containing financial quote. This Financial bid shall contain financial quote as per Section 9B.

**The Tenderer should clearly mention the basic rate, material cost, service charges per month. Quantities given are approximate and may vary on actual requirement.** However, the rates and details quoted as per the quotation sheet online will be taken for evaluation purpose and fixing of rates. The rates must be quoted for each individual item separately.  
Basic rate will be revised upon revision of minimum wages and VDA as and when notified.

- 4) i. The above two envelopes shall be placed into an outer envelope, duly sealed and super scribed as "**E-Tender for the work of House Keeping in K.K.Nagar Division and Porur Division BSNL Telephone Exchange Buildings**".
- ii. The tenders which are not submitted in the above mentioned manner shall be summarily rejected.
- iii. The tender should be dropped in the tender box placed at the O/o The Divisional Engineer (Porur), BSNL, 10,A.R.Street,Valasaravakkam,Chennai-87

**SECTION- 3**

**TECHNICAL SPECIFICATION**

**1. SCOPE OF WORK**

House Keeping Services work Offices / RSU's of **K.K.Nagar** Divison (K.K.Nagar Telephone Exchange and Jones Road RSU )and **PORUR DIVISION** (Karambakkam RSU, Valasaravakkam RSU, Valasaravakkam EXTL, Porur RSU, Moulivakkam RSU & Kundrathur RSU). Cleaning of All Toilets, Wash Basins, Urinals, Open Space in Exchange complex, Mopping, Dusting of Tube-Lights, Fans, Appliances, Partitions, Pouring of water to plants, cleaning of sewage lines.

Sl no	Area of Services									TOT AL	Frequency
		KKN Exg	JRD Exg	KAR	VAL Exg	VAL Extl	POR	MLM	KUN		
1	Carpet Area	33347	3010	3478	1074	1062	1436	1350	1188	45945	Once Daily
2	Open Area	14000	0	1360	100	612	534	300	3750	20656	Once Daily
3	Dusting of Tube lights and Fans , Appliances and partitions in all buildings /Offices										Weekly once
4	Removal of cob webs in all buildings / Offices										Fort-nightly once
5	Cleaning of Sewage lines										Monthly once

SL. NO.	ITEM / NATURE OF WORK	QUANTUM
1.	WORK REQUIRED LOCATION / AREAS	RSU EXCHANGES / OFFICES UNDER THE CONTROL OF DE POR DIVN.
2.	NO. OF BUILDINGS	8
3.	TOTAL CARPET AREA	45945 SQ. FT.
4.	NO. OF TOILETS	DETAILS ENCLOSED
5.	NO. OF URINALS	DETAILS ENCLOSED
6.	TOTAL OPEN SPACE / GARDEN AREA	20656 SQ. FT

*The cleaning schedules indicated as per Sec.3 are to be adopted without fail by the Contractor.*

2) Work involved.

- a) *Toilets, urinals, wash basins are to be scrubbed, cleaned by applying acid and bleaching powder twice a week. The cleaning is to be done on the mosaic-tiled portion of the wall besides floor..*
- b) *Toilets, toilet rooms, wash basins and urinals are to be cleaned with cleaning powder and applied with phenyl 2 times a day. The work has to be completed well before the commencement of activity at the above office premises.*
- c) *Sweeping and cleaning daily of all covered areas. All floors should be done mop up using floor-cleaning liquid*
- d) *Sweeping and cleaning of all open areas and cleaning of windows, door panels, partition panels from free of dust and removal of cobwebs daily.*
- e) *Litter and garbage collected thereby should be dumped then and there in the concrete dustbin.*
- f) *Filling of water filters and cleaning of glasses water jugs, flasks and any other work relating to this nature as & when ordered by D.E. or his representatives.*
- g) *Watering the garden plants once daily and vegetation cutting and removal should be done periodically.*
- h) *The contractor should perform any of the additional work in future like accommodation of any offices or officers rooms in the existing places.*

3) Timing for cleaning

- i) *The labourers deployed by Contractor to work for all working days including Second Saturday.*
- j) *The labourers deployed by the contractor should be available between 9-00hrs to 17-00 hrs at the office premises and start the work getting the cleaning materials.*
- k) *The working days and hours are as per the office memorandum File No.14(113) Misc. RLC (Coord)/2012 of office of the Chief Labour Commissioner, Ministry of Labour and Employment, Govt of India Dt January 23, 2013. All the provisions will be complied as and when notified.*
- l) *However, if the workers are called for special occasions during holidays, it will be compensated by C.Offs only.*

PROCEDURE OF CARRYING OUT THE WORK:-

- a) *The cleaning schedules indicated as per Sec-3 are to be adopted without fail by the contractor.*
- b) *Names and addresses of the cleaning workers employed by the contractor should be submitted on the first instance of every month and temporary identity passes should be obtained by the contractor from D.E.*

## **5. SCHEDULE OF THE WORK**

### **SWEEPING OF ENTIRE OFFICE PREMISES**

The entire office area, switch room area, open space, open terrace in Top Floor including corridors and passages must be swept and sweepings collected and taken away to the Dust Bin available in the public road. All the rubbish in the dust bin of the office as well as in the toilets, wash basins are to be cleared. Brooms and sweeping materials are to be supplied by the contractor/ tenderer.

### **MOPPING OF CORRIDORS & PASSAGES**

Mopping of Corridors & Passages with appropriate soap oil, and phenyl, depending upon the flooring conditions. All materials should be supplied by the Contractor/ tenderer.

### **CLEANING OF OFFICE SPACE**

Cleaning of Carpets, Coir Mats and Foot Mats etc,  
Gentle dusting of side racks, almirahs and other furniture items, office equipment etc.  
Cleaning of Partitions, Windows, doors etc., with wet clothes.

### **CLEANING OF TOILETS, URINALS & WASH BASINS ETC**

Cleaning of the floors & tiled walls with Phenol and cleaning acid. Provide urinal cake and naphthalene balls. Hang the room freshener, cake in the toilet and urinal rooms.  
Soap oil is to be provided near wash basins and to be filled whenever necessary in all floors.  
If any blockage found in wash basins, toilets, urinals etc are to be removed then and there by a specialized person. Materials such as Brooms, brushes, phenol, cleaning liquids, urinal cakes, naphthalene balls and air fresheners should be supplied by the tenderer/ contractor.  
Quality hand washes are to be provided near wash basins in all areas.

### **CLEANING OF SEWAGE LINE**

Sewage line from all floor to Ground Floor and main sewage line from exchange to corporation line including canteen line should be cleared once in three months and the line should be cleaned whenever block found.

### **CLEANING OF OFFICERS' CHAMBERS**

Cleaning of furniture, telephones instruments, perfuming the telephone receivers thoroughly cleaning the visitor's chairs. Carefully washing the water jugs, flasks, cups etc. provided in the Officers' chambers, Spraying perfumes. All consumables are to be supplied by the contractor. Any other works assigned by Officers of BSNL.

### **CLEANING OF OFFICE MACHINES**

FAX, Xerox machines, Computers and Printers to be carefully cleaned with soft brushes without affecting the functioning of the machines. These works shall be done in the presence of officials operating the machines.

### **DUSTING OF FANS, LIGHTS, TUBE LIGHTS & OTHER FITTINGS**

To remove the dust from electrical items gently and carefully with the soft wet or dry clothes.

**GENERAL INSTRUCTIONS TO BIDDERS (GIB)**

**1.0 DEFINITIONS**

- (a) *"The Purchaser"* means the Bharat Sanchar Nigam Limited, (BSNL), Chennai
- (b) *"The Bidder"* means the individual or firm who participates in this tender and submits its bid.
- (c) *"The Supplier" or "The Vendor"* means the individual or firm supplying the services under the contract.
- (d) *"The Advance Work Order" or "Letter of Intent"* means the intention of Purchaser to place the Work Order on the bidder.
- (e) *"The Work Order"* means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The Work Order shall be deemed as **"Contract"** appearing the document.
- (f) *"The Contract Price"* means the price payable to the Supplier under the Work Order for the full and proper performance of its contractual obligations.
- (g) *"Successful Bidder(s)"* means the bidder(s) to whom work in this tender is awarded.

**2.0 Eligibility conditions as per clause 4 of Section 1 i.e., DNIT**

**3.0 COST OF BIDDING:**

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

**4.0 DOCUMENTS REQUIRED**

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

**5.0 CLARIFICATION OF BID DOCUMENTS**

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the BSNL in writing by FAX to the BSNL's mailing address indicated in the invitation of Bid. The BSNL shall respond in writing to any request for the clarification of the Bid Documents, which it receives 10 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the BSNL shall be sent to all prospective bidders who have received the bid documents.
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the bid documents.

## **6.0 AMENDMENT OF BID DOCUMENTS**

6.1 BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of bids with due notification to prospective bidders.

6.2 The amendments shall be notified to all prospective bidders to the address intimated at the time of purchase of the bid document from BSNL and these amendments will be binding on them.

6.3 In order to afford prospective bidders a reasonable time (min 7 days) to take the amendment into account in preparing their bids, the BSNL may, at its discretion, extend the deadline for the submission of bids accordingly.

## **7.0 DOCUMENTS COMPRISING THE BID**

(a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10.

(b) Bid Security furnished in accordance with Clause 12.

(c) A Bid form and price schedule completed in accordance with clause 8 & 9.

## **8.0 BID FORM**

8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied, brief description of the goods, quantity and prices as per Section-9.

## **9. BID PRICES**

9.1 Quoted Rates shall be inclusive of applicable Taxes including Goods and Services Tax, if any.

9.2 Breakup of the rates quoted shall be given separately. For, the purpose of evaluation, all taxes shall be excluded from the rates quoted.

9.3 The Grand Total amount excluding taxes will be the criterion for evaluation purpose. Rate should be quoted for all items of service compulsorily.

9.4 The rates quoted shall include cost of consumables as detailed in Annexure –A and tools employed for cleaning work.

9.5 The bidder shall furnish the amount as per Section 9 part-B for all items given in scope of work at Section 3.

9.6 The quantities given are approximate and may vary on actual requirement. However, the rates quoted as per the quotation sheet will be taken for evaluation purpose and fixing of rates. The rates must be quoted for each and individual items separately.

9.7 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9.8 The prices quoted by the bidder shall be in sufficient detail to enable the purchaser to arrive at the price of services offered.

## **10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**

**10.1** *The Bidder shall furnish, as part the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.*

- a. Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.*
- b. Additional documents to establish the eligibility and qualification of bidder as specified in Section-I and Section-4 Part-B.*
- c. Power of Attorney as per Clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per Clause 14.3 (b) or (c).*
- d. Documentary proof of applicable rate of GST.*
- e. Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with Clause 33.*
- f. Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.*

**10.2** *Documentary evidence for financial and technical capability*

*(a) The bidder shall furnish audited Annual Report and/or a certificate from its bankers to assess is solvency/financial capability.*

## **11.0 CLAUSE BY CLAUSE COMPLIANCE**

*(a) A clause-by-clause compliance on the purchaser's general and Commercial Conditions demonstrating substantial responsiveness to the general and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the general and Commercial Conditions shall be given by the bidder. A bid without clause-by clause compliance of the Scope of Work, General (Commercial) Conditions & Special (Commercial) Conditions, (7D) shall not be considered.*

## **12. BID SECURITY/EMD**

**12.1** *The bidder shall furnish the bid EMD by Demand Draft / Banker's Cheque from any nationalized bank for an amount of **Rs.42,701/- (Rupees Forty Two Thousand Seven Hundred and One Only), drawn in favour of BSNL, Chennai Telephones** and payable at Chennai **for K.K.Nagar Division and Porur Division** BSNL Telephone Exchange Buildings House Keeping work. The EMD will not bear any interest and will be refunded /returned to the unsuccessful tenderer as the contract is finalized.*

**12.2** *The MSE bidders are exempted from payment of bid security.*

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small &Medium Enterprise for the tendered items will have to be attached along with the bid.*
- b) The enlistment certificate issued by MSE should be valid on the date of opening of tender.*
- c) If a vender registered with body specified by Ministry of Micro, Small and Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.*

**12.3** *The bid security is required to protect the BSNL against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to para 12.6.*

**12.4** *A bid not secured in accordance with Para 12.1 &12.2 shall be summarily rejected by the BSNL being non-responsive at the bid opening stage.*



- 12.5 *The bid security of the unsuccessful bidder will be returned/ discharged after finalization of the tender or expiry of the period of the bid validity prescribed by the BSNL pursuant to clause 13.*
- 12.6 *The bid security may be forfeited:*
- (a) *If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the Bid form or extended subsequently, or*
- b) *In the case of successful bidder, if the bidder fails:*
- i. *to sign the contract in accordance with clause 28 or*
- ii. *to furnish performance security in accordance with clause 3 of Section -5.*
- (a) *In both the above cases, i.e. 12.6 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of Advance Work Order. The bidder cannot approach the court against the decision of BSNL in this regard.*

### **13. PERIOD OF VALIDITY OF BIDS**

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

### **14. FORMAT AND SIGNING OF BID.**

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



**15. SEALING AND MARKING OF BIDS**

*If both the envelopes are not sealed and marked as mentioned in clause 3 and 4 of Section 2, the bid shall be rejected.*

**16. SUBMISSION OF BIDS**

16.1 *Bids must be submitted by the bidders on or before the specified date and time indicated in clause 6 of section-1 i.e. DNIT.*

16.2 *BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the BSNL and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.*

16.3 *The bidder shall submit his bid offer against a set of bid documents purchased by him. Not more than one independent and complete offer shall be permitted from the bidder.*

**17. LATE BIDS**

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

**18. MODIFICATION AND WITHDRAWAL OF BIDS**

18.1 *The bidder may modify, revise or withdraw his bid after submission of bid but prior to deadline prescribed for submission of bid.*

18.2 *Subject to clause 13, no bid shall be allowed for modification after the deadline for submission of bids.*

**19. OPENING OF BIDS BY BSNL**

19.1 *BSNL shall open bids physically in the presence of the authorized representatives of bidders who chose to attend, physically present at time & date specified in Clause 7 of DNIT(Section-1) on due date. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening as per section 7 (C).*

19.2 *A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.*

19.3 *Names of envelopes to be opened & information to be read out by the Bid Opening Committee.*

*In single stage bidding & two envelopes system, the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the date of opening of Techno-commercial bids in this case & sealed financial bids will be handed over to Divisional Engineer (Porur), 10,A.R.Street,Valasaravakkam,Ch-87. Chennai Telephone District for retention. Thereafter the CET will evaluate Techno-commercial bids. Financial bid of those bidders who are approved to be techno-commercially compliant by the competent authority will be opened by TOC in front of techno-commercially eligible bidders/ representatives by sending them a suitable notice.*

19.4 *The date fixed for opening of bids, if subsequently is declared as holiday by BSNL, the revised date of schedule will be notified. However, in the absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.*

**20. CLARIFICATION OF BIDS**

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

**21. PRELIMINARY EVALUATION**

- 21.1 *BSNL shall evaluate the bids for the tendered services for which bid security is fixed, to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.*
- 21.2 *The bidder must quote their offer as per Section -9 part-B Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of taxes, the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case of the price quoted in column 7 does not tally with its break up quote, the same shall be corrected by summing up the break ups.*
- 21.3 *If there is a discrepancy between words and figures, the amount in words shall prevail. If the SERVICE PROVIDER does not accept the correction of the errors, his bid shall be rejected.*
- 21.4 *Prior to the detailed evaluation, pursuant to Clause 22, BSNL will determine the substantial responsiveness of each bid to the Bid Documents. For purposes of these Clauses, a substantially responsive bid is one which conforms, to all the terms and conditions of the Bid Documents without material deviations. BSNL's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.*
- 21.5 *A bid, determined as substantially non-responsive shall be rejected by the BSNL and shall not subsequent to the bid opening be made responsive by the Bidder by correction of the non-conformity.*
- 21.6 *BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.*

**22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS.**

- 22.1 *The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.*
- 22.2 *The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the services offered, (excluding GST) as indicated in the price Section 9 part-B of the Bid document after arithmetical corrections in the manner laid down in clause 21.2 and 21.3 above.*

### **23. CONTACTING THE BSNL**

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

### **24. PLACEMENT OF ORDER**

*The BSNL shall consider placement of orders for services only on those eligible bidders whose offer has been found technically, commercially and financially acceptable. The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.*

### **25. BSNL'S RIGHT TO VARY QUANTITIES**

***BSNL reserves the right to increase or decrease up to 50% of the quantum of work tendered without any change in rate or other terms and conditions of the tender. However, BSNL shall place order as per actual requirement only from time to time.***

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

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

### **27. ISSUE OF ADVANCE WORK ORDER**

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

### **28. SIGNING OF CONTRACT**

- 28.1 *The issue of Work Order shall constitute the award of contract on the bidder.*
- 28.2 *Upon the successful bidder furnishing performance security pursuant to clause 27, the BSNL shall discharge the bid security pursuant to clause 12, except in case of L-1 bidder, whose EMBG/EMD shall be accounted as part of security deposit payable by the successful tenderer.*

### **29. ANNULMENT OF AWARD**

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

### **30. REJECTION OF BIDS**

- 30.1 *While all the conditions specified in the Bid documents are critical and are to be complied with, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of which shall result in outright rejection of the bid.*
- (a) *The bids will be rejected at opening stage if Bid security is not submitted.*
- (b) *If the eligibility conditions are not met and / or documents prescribed to establish the eligibility are not provided, the bids will be rejected without further evaluation.*

(c) *If Prices are not filled in as prescribed in price schedule.*

- 30.2 *Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions, the bidder company is given opportunity to explain their position, however, if the person representing the bidder company is not satisfied with the decision of the Bid opening team, he / they can submit the representation to the Bid opening team immediately but after closing of the tender process with full justification quoting specifically the violation of tender condition if any.*
- 30.3 *Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.*
- 30.4 *The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of work order against the instant tender.*
- 30.5 *If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days' notice to all the participating bidders to give opportunity to desirous participants to be present on the occasion.*

**31. BSNL's right to disqualify.**

*BSNL reserves the right to disqualify the service provider for a suitable period who habitually failed to provide proper services in time.*

**32. BSNL's RIGHT TO BAN BUSINESS DEALINGS**

*BSNL reserves the right to bar the bidder from participating in future tender of BSNL for a period of two years in case he fails to honour his bid without sufficient grounds.*

**33. NEAR-RELATIONSHIP CERTIFICATE**

- 33.1 *The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm, certificate will be given by the proprietor. For partnership firm, certificate will be given by all the partners. In case of Limited Company, certificate will be given by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Government of India or the Governor of the state and full time Directors of PSUs both State and Central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.*
- 33.2 *The company or firm or the person will also be debarred for further participation in the concerned unit.*
- 33.3 *The near relatives for this purpose are defined as:-*
- (a) Members of a Hindu undivided family.*
- (b) They are husband and wife.*

*(c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law). The format of the certificate is given in Section 6(B).*

**34. VERIFICATION OF DOCUMENTS AND CERTIFICATES**

*"The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.*

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

**35. Security Clause**

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

*The Bidders are advised to go through terms and conditions stipulated in the tender document carefully. Signing and submission of the tender will bind the Bidder to the acceptance of the conditions specified. Any Bid which is not in conformity with the instructions or which is incomplete will be rejected. Any addition/deletion/modification will not be accepted and tender will be rejected. The details of E-Tender processing may be followed as per the E-Tender instructions given in Pages from 29 to 33.*

**SECTION – 4 Part B**

**SPECIAL INSTRUCTIONS TO BIDDERS**

1. *The Special instructions to bidders shall supplement the "Instruction to Bidders" and in case of any conflict with those in Section-4 Part A i.e., General Instructions to Bidders (GIB) the provision herein shall prevail.*

*1.1 Eligibility conditions: As per Clause 4 of Section-1 Part A DNIT*

**2. Bid security**

*The DD for bid security or MSE registration certificate or Current NSIC certificate or SSI certificate (with valid period) for claiming exemption from submission of bid security should be submitted. The DD so submitted should contain full address of the issuing branch of the bank with its telephone number and FAX number.*

*In case if bid security is not submitted as mentioned above, THE BID WILL SUMMARILY BE REJECTED.*

3. *Distribution of work: The work will be awarded to L1 bidder (100%)*

*Estimated Cost Rs. **21,35,074.00** (Rupees Twenty One Lakhs Thirty Five Thousand and Seventy Four Only) [approximate].*

## **SECTION-5**

### **GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

#### **1. APPLICATION**

*The general condition shall apply in contracts made by the BSNL for the procurement of services. The tender is purely a work contract. The awards of contract do not confer any right by any of the persons engaged by the contractor for an appointment / absorption in BSNL.*

#### **2. RESPONSIBILITY OF THE TENDERER**

*2.1 The engagement and employment of labourer and payment of wages (online only) to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. BSNL may ask the contractor to produce documents to verify that these provisions / laws are complied with by the contractor. Concerned unit officers to confirm the payment.*

*2.2 Wages and all allied benefits shall be paid by the contractors and BSNL shall not incur any liability or additional expenditure what so ever for the personnel deployed.*

*2.3 The Contractor shall employ sufficient man power for up keeping the office Premises neat & Tidy.*

*2.4 The workmen should have sufficient experience and should be given identity cards bearing their photographs. This shall be ensured by the contractor, without any extra cost to BSNL. The workmen should report for duty sufficiently in advance so that the cleaning work will be completed before starting of the office hours. A responsible supervisor must be available to give instructions to the workmen. The workmen should not mishandle any of the machinery items, equipment, furniture, electrical fittings, office records etc., and should be careful when they are at cleaning work. If any damage is done to the departmental property, the cost will be recovered from the contractor.*

*2.5 The workmen should be so arranged, that some people might be available for cleaning during lunch hours.*

*2.6 The workmen should be assigned specific duties and the designated officer will check attendance. It should be attested by the unit officer.*

*2.7 If any of the workmen is found to be not performing his/her duty properly or otherwise found not suitable, the contractor must immediately replace such workmen.*

*2.8 The work must be done on all working days and special cleaning should be done on holidays also.*

*2.9 In case any workmen get an injury or meets with an accident during discharge of their duty in our premises, the contractor must take full responsibility for the treatment and payment of compensation to them.*

*2.10 The contractor must supply all the materials required for cleaning. Good quality cleaning materials of sufficient quantity should be supplied.*

*2.11 All legal obligations like payment of EPF & ESI/workmen compensation would be the responsibility of the contractor.*

*2.12 The contractor must abide by all law regarding employment of labour.*

*2.13 The labourer engaged in Housekeeping work should be paid the Minimum wages in accordance with the memorandum issued by the Ministry of Labour and Employment (Government of India).*

*2.14 The payment to the labourer should be paid before 7th of every month for the previous month wages without waiting for settlement of his/her any bill from BSNL, failing which 1% of amount of wages payable will be recoverable as penalty from his / her next bill for each week of delay or part thereof.*



2.15 The contractor should bring all the materials to be used as per Annexure -A to the work spot at the beginning of the month and the tenderer is not supposed to take back anything from the stock supplied. The contractor shall provide sufficient men and supervisory staff.

2.16 The tenderer shall provide proper uniform to their staff as specified and the staff should always be in neat and clean uniform while on duty.

2.18 The contractor will send sufficient men depending upon the needs of the office. In actual practice if it is found that the people are not sufficient for the work, the contractor must be able to send more men.

2.19 No child labour should be employed.

2.20 No sub contract is permissible.

2.21 In case of theft, damage, or loss of BSNL property because of negligence of the contracted work men, the value of loss shall be assessed by the D.E. / SDE concerned and the amount will be recovered from the bill of the contractor.

2.22 The contractor shall ensure healthy industrial relations with his staff and settle workers grievances without disruption of the House Keeping services. The contractor shall see to that the HK staff and other staff are maintaining decorum in their respective place of work and no such staff shall indulge directly in dealing with the office staff or customer or public for any purpose except through their supervisor /contractor.

### **3. PERFORMANCE SECURITY**

3.1 The successful tenderer (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc.,) shall furnish performance security to the BSNL valid for a period of 2 years for an amount equal to 10% of the value of ADVANCE WORK ORDER within 14 days from the date of issue of Advance Work Order by the BSNL.

3.2 The proceeds of the performance security shall be payable to the BSNL as compensation for any loss resulting from the service provider's failure to complete its obligations under the contract.

3.3 The performance security can be paid in the form of DD drawn in favour of BSNL Chennai Telephones payable at Chennai or Bank Guarantee issued by a scheduled Bank and in the form provided in 'Section -7B' of this Bid Document.

3.4 The Performance security will not carry any interest.

3.5 The Performance security shall be forfeited in case the tenderer fails to discharge his duties satisfactorily and the contract is terminated pre-maturely.

3.6 The performance security Bond will be discharged by the BSNL after completion of the service provider's performance obligations under the contract.

3.7 If any of the statutory payments (ESI/EPF/ST & EC) are found not remitted/paid will be adjusted from the security Deposit.

### **4.0 INSPECTION**

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

### **5.0 EXECUTION OF WORK.**

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

5.2 The bidder should enclose a detailed work plan for execution of works specified in the area under scope of work under Section-3.



## **6.0 PERIOD OF CONTRACT.**

*The period of contract will be one year from the date of award of the work and can be extended by mutual consent for any further period not exceeding six months. The rate quoted shall not vary during the validity period and extended period.*

## **7 PAYMENT TERMS**

*7.1 All the payment will be made through electronic fund transfer (EFT). The Service provider must fill in mandate form given in section-10.*

*7.2 The contractor shall submit the bill on monthly basis within 15 days of expiry of the calendar month to the concern SDE-in-charge of all the Exchanges whose address details mentioned in clause 1. for Porur Division Telephone Exchange Buildings. The bill shall be in standard printed form duly serial numbered and it shall contain all details.*

*7.3. Payment will be made after due verification on the services performed on monthly basis against the bills submitted. Income Tax will be deducted against the bills submitted. The printed invoice shall indicate the Goods and Services Tax Registration number. The payment of GST will be made only if the contractor has the valid registration certificate in this regard. Proof for having paid GST to the Central Excise Department after each payment on the due date as claimed in the bill shall be produced by the contractor for verification. Failure to enclose the proof for payment will render the successful Tenderer for such action as deemed fit in consultation with service tax authorities. The payment of bills will be withheld till such time proof of payment of tax is produced.*

*7.4 Along with the bill the following information should be furnished. Each bill of the contractor must accompany the*

- 1. List showing the details of labourer / employees engaged.*
- 2. Duration of their engagement, Attendance sheet attested by concerned unit officer.*
- 3. The amount of wages paid (online payment only) to such labourer / employees for the duration in question. Unit Officer to certify the amount of wages paid in the bank account of labourer / employees engaged on production of the same by the contractor.*
- 4. Amount of EPF contribution of both employer and employee for the duration of engagement in question paid to EPF authorities.*
- 5. Copies of authenticated documents of such payments and a declaration from the contractor regarding compliance of the conditions of EPF Act 1952.*
- 6. Copy of ESI payment challan to be enclosed.*
- 7. If EPF/ESI contribution is paid by cheque, proof for clearance of cheque is to be attached.*
- 8. The contractor should give GST invoice and duly upload the same in GST portal and declare the same in GSTR Returns.*
- 9. The bill for procurement of materials (Consumables Monthly Requirement) as per Annexure A.*
- 10. Contractor must ensure the payment of minimum wages, EPF/ESI, Bonus etc and should produce documentary evidence for the same along with bill.*

## **8. PRICES**

*8.1 Prices charged by the service provider and services performed under the contract shall not be higher than the prices quoted by the service provider in his bid except for variation caused for changing taxes.*

*8.2 For changes in taxes during the contract period, the rate shall be regulated as under:*

- (a) Amount will be fixed at the time of issue of work order as per taxes and statutory duties applicable at that time*

(b) In case of reduction of taxes and other statutory duties during the scheduled contract period of tender BSNL shall take the benefit of such decrease in these taxes for the services made from the date of enactment of revised taxes.

(c) In case of increase in taxes during the scheduled contract period, BSNL shall revise the price as per new taxes during the remaining contract period as per the terms and conditions of the work order.

**9. CHANGES IN WORK ORDER.**

9.1 BSNL may at any time by written order make changes within the general scope of the contract.

9.2 If any such change causes an increase or decrease in the cost, an equitable adjustment will be made in the contract price and contract shall accordingly be amended.

**10. UNSATISFACTORY PERFORMANCE**

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

10.2 A Proportionate amount will be deducted as penalty in case of non-availability of required number of HK staff on any day in the office/building. Penal deductions on Pro-rata basis will be made for poor services, non-provision and non-supply of required quantity/quality materials of required services on the basis of assessment by the BSNL officers.

10.3 If in view of the nominated officer the work is not satisfactory or materials used is of substandard quality, a fine at the rate of 0.5% of the total tender cost, depending on the extent of failure of deficiency shall be levied for each day of failure subject to a maximum of 10% of the total tender cost.

10.4 The above penalty will be made by way of deduction in the monthly cleaning bill presented. The decision of the Principle General Manager (West) BSNL, Chennai Telephones will be final in all the above matters.

**11. FORCE MAJEURE**

11.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage , fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the BSNL as to whether the services have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

- 11.2 *Provided, also that if the contract is terminated under this clause the purchaser shall be at liberty to take over from the supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable material which may be in possession of the supplier at the time of such termination on such portion thereof as the purchaser may deem fit except such materials, bought out components and stores as the supplier may with the concurrence of the purchaser elect to retain.*

## **12. TERMINATIONS FOR DEFAULT**

- 12.1 *BSNL may, without prejudice to any other remedy for breach of contract, sent written notice of default to the service provider, terminate this contract in whole or in part*
- A. *If the contractor fails to provide service as per the terms and conditions of the contract, or any extension thereof granted by BSNL.*
  - B. *If the service provider fails to perform any other obligation(s) under the Contract; and*
  - C. *If the service provider, in either of the above circumstances does not rectify his failure within a period of 15 days after receipt of default notice from BSNL.*
- 12.2 *In the event the BSNL terminates the contract in whole or in part pursuant to Para 12.1 the BSNL may get the work done, upon such terms and in such manner as it deems appropriate, services similar to those not done and the contractor shall be liable to the BSNL for any excess cost for such similar services. However, the service provider shall continue the performance of the contract to the extent not terminated.*

## **13. TERMINATION FOR INSOLVENCY**

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

## **14. RIGHTS OF BSNL**

- 14.1.1 *The DGM (NWO-CFA) KKN reserves the right to reject any or all the tenders without assigning any reasons thereof.*
- 14.1.2 *In case of any unsatisfactory work or deficiency, BSNL reserves the right to cancel the contract and forfeiting the security deposit.*
- 14.2 *BSNL reserves the right to cancel the contract for any operational reasons.*
- 14.2.1 *BSNL reserves the right to rescind the contract before the expiry of the validity period by giving 15 days' notice.*

## **15. ARBITRATION**

- 15.1 *Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy, or differences arising out of or relating to this agreement, or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (sixty) days from the date of making of such request.*
- 15.2 *Where parties are unable to settle the disputes through conciliation, the same shall be referred to the authority in BSNL (CMD/CGM/GM TD, as the case may be) for referral of such disputes to a sole arbitrator (chosen from the name(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the Arbitration and conciliation Act 1996, any amendment thereof, and any notification issued or rule made there under from time to time.*

15.3 *The venue of the arbitration proceeding shall be at New Delhi or Circle/SSA HQ (as the case may be).*

**16. SET OFF**

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

**17. COURT JURISDICTION:**

*Any dispute arising out of the tender/bid document/evaluation of bids/issue of Advance Work Order shall be subject to jurisdiction of the competent court at Chennai.*

**18. AGREEMENT**

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

## **SECTION 5-A**

### **Special instructions to Bidders for e-Tendering**

*Note: The instructions given below are ITI's e-Tender portal centric and for E-tenders invited by Divisional Engineer, Porur, unit of Chennai Telephones, BSNL.*

*These Instructions (for E-Tendering) supplement Instruction to Bidders, as enclosed in the tender Document.*

#### **1. General:**

- 1.1 Submission of **Online Bids** is **mandatory** for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory*
- 1.2 Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL Chennai Telephones has decided to use the portal of M/s ITI Limited, New Delhi which is a Government of India Enterprise, [/https://www.tenderwizard.com/BSNL](https://www.tenderwizard.com/BSNL)*

#### **2. Tender Bidding Methodology:**

- 2.1 Sealed Bid System "Two Stages - Two Envelopes" using Two sealed Envelopes, put into a separate single sealed envelope to be submitted to Divisional Engineer, Porur, unit of CHENNAI (Techno-Commercial Bids) as well as by soft copy for uploading in E-portal of ITI. Financial bids are only to be uploaded by the bidder at the same time in E-portal (ON LINE ONLY) of ITI.*
- 2.2 The sealed bid system would be followed by an "e- Reverse Auction" (If necessary)*

#### **3. Broad Outline of Activities from Bidder's Perspective:**

- 1. Procure a Digital Signature Certificate (DSC)*
- 2. Register on Electronic Tendering System® (ETS)*
- 3. Create Marketing Authorities (MAs), Users and assign roles on ETS*
- 4. View Notice Inviting Tender (NIT) on ETS*
- 5. For this tender -- Assign Tender Search Code (TSC) to a MA*
- 6. Download Official Copy of Tender Documents from ETS*
- 7. Clarification to Tender Documents on ETS*
- 8. Query to BSNL ( Optional )*
- 9. View response to queries posted by BSNL*
- 10. Bid-Submission on ETS*
- 11. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Technical Part*
- 12. Post-TOE Clarification on ETS (Optional) – Respond to BSNL Post-TOE queries*
- 13. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Financial - Part (Only for Technical Responsive Bidders)*
- 14. Participate in e-Reverse Auction on ETS (If applicable)*

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

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

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

#### **4. Digital Signing Certificate (DSC)**

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

#### **5. Registration of Tenderer:**

- 5.1 To use the Electronic Tender portal <https://www.tenderwizard.com/BSNL> vendors need to register on the portal.
- 5.2 Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities.
- 5.3 In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website / portal, and click on the **“Vendor Registration”** Organization “ link under **“Register me” (on the Home Page)**, and follow further instructions as given on the site.
- 5.4 Pay **Annual Registration Fee** as applicable.
- 5.5 After successful submission of Registration details and Annual Registration Fee, please contact ITI / ETS Helpdesk (as given below), to get your registration accepted / activated
- 5.6 To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under **“ETS User-Guidance Center”** located on ETS Home Page, including instructions for timely registration on ETS.
- 5.7 The instructions relating to **“Essential Computer Security Settings for Use of ETS”** and **“Important Functionality Checks”** should be especially taken into cognizance.
- 5.8 Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them etc.,
- 5.9 Amendments, if any, to the E-Tender documents will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the E-Tender document from the website to keep themselves abreast of such amendments before submitting the E-Tender document. Intending bidders are requested to register themselves with M/s ITI through [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) for obtaining user-id, Digital Signature etc. by paying Vendor registration fee and processing fee for participating in the above mentioned E-Tender

ITI Limited., / ETS Help desk

Contact Person	Telephone / Mobile No	E-Mail id
Sri.S.DINESH	9894191904	twhelpdesk438@gmail.com
Sri S.Kirubakaran	9962676264	twhelpdesk4679@gmail.com
General Help Desk	080-40482000	bsnlthelpdest@gmail.com

**For training of bidders, the bidders shall contact the ITI Help Desk.**

#### **BSNL Contact**

BSNL's Contact Person-1,  
Divisional Engineer, Porur.

Phone Number- 044-24866557 /9444004789[From 10:00 hrs.to 17:30 hrs.on working days]

Email: deporur@gmail.com

BSNL's Contact Person-2,  
Divisional Engineer(K.K.N).

Telephoneno.044-23710000/9444100666[ from 10:00 hrs.to 17:30 hrs.on working days]

Email:dekknxtl@gmail.com



### **Some Bidding related Information for this Tender (Sealed Bid)**

***The entire bid submission should be online on ETS portal of ITI.***

***Broad outline of submissions are as follows:***

- ☐ ***Submission of Bid Security/Earnest Money Deposit (EMD)***
- ☐ ***Submission of digitally signed copy of Tender Documents/Addendum***
- ☐ ***Two Electronic Envelopes containing***
  - 1. Technical BID***
  - 2. Financial Bid***

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

### **7.Offline Submissions:**

*The bidder is requested to submit all the documents duly attested and one original set of Eligibility bid and technical bid and financial bids in separate covers offline to*

**Divisional Engineer (Porur),  
BSNL TELEPHONE EXCHANGE BUILDING  
10,A.R.Street,Valasaravakkam,Chennai-600087**

*On or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear the tender number and the words ‘DO NOT OPEN BEFORE’(due date & time) as mentioned in clause 2 of section – 2*

### **8. Special Note on Security and Transparency of Bids:**

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

*As part of the Electronic Encrypted functionality, the contents of both the ‘Electronic Forms and the Main-Bid are securely encrypted using a Pass –Phrase created by the Bidder himself. Unlike a ‘password’, a Pass-Phrase can be a multiword sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid encryption does not have the security and data integrity related vulnerabilities which are inherent in e-tender in systems which use Public key of the specified officer of a Buyer organization for bid-encryption.*

*Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider. Typically, ‘Pass-Phrase’ of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer may authorize the bidder to open his bid himself.*

*There is an additional protection with SSL Encryption during transit*

### **9. Public On Line Tender Opening Event (TOE)**

*ETS 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, duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet. Every legal requirement for a transparent and secure Public Online Tender Opening Event (TOE)has been implemented on ETS.*

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

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

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

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

**Important Note:**

In case of internet related problem at a bidders 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 e- Procurement / e-Auction service provider' send(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).

**10. E-Reverse auction (If applicable)**

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

The following would be parameters for e-Reverse Auction:

Parameter Value

1 Date and Time of Reverse-Auction Bidding Event Will be intimated to Responsive bidders after the opening of Financial-part.

2 Duration of Reverse-Auction Bidding Event Two hours

3 Automatic extension of the 'Reverse -Auction Closing Yes Time', if last bid received is within a Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time'

3.1 Pre-defined Time-Duration 5 minutes

3.2 Automatic Extension Time-Duration 10 minutes

3.3 Maximum no of Auto-Extension 6 Automatic Extension

4 Criteria of Bid-Acceptance 'Beat on Starting Price', as well as, 'Beat on Rank-1 Bid Value'

5 Entity – Start-Price L1 of the respective item of Financial-Part

6 Minimum Bid-Decrement Will be intimated later

7 Display of 'Pseudo Identity' of Bidders during bidding All Bidders, as well as, BSNL's officers.

8 Display of Bidder's own current Rank Yes

Note: Parameters at sl No: 5 & 6 shall be confirmed after opening and evaluation of financial bid parts.



## **11. Other Instructions**

For further instructions, the vendor should visit the home-page of the portal (<http://www.tcil-india-electronictender.com>), and go to the **User-Guidance Center**. The help information provided through 'ETS User-Guidance Center' is available in three categories– Users intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

*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 ETS.

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

1. Obtain individual Digital Signing Certificate(DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. Submit your bids well in advance of tender submission deadline on ETS (At least one day before the deadline) (There could be last minute problems due to internet time out, break down, etc).

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

## **12. Minimum Requirements at Bidders end**

- a. Computer System with good configuration ( Min PIV, 1GBRAM, Windows XP– Service pack-III)
- b. Broadband connectivity.
- c. Microsoft Internet Explorer 6.0 or above
- d. Digital Certificate(s)

## SECTION -6

### UNDERTAKING & DECLARATION

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

**1. Certified that**

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

**2. The Tenderer hereby covenants and declares that:**

1. *All the information, documents, Photo copies of the documents/certificates enclosed along with the tender offer is 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.*
3. *I / We am / are enclosing all the sheets of schedule duly signed by me/us on every page, as a token of having studied the terms and conditions and having accepted the same.*
4. *I / We am / are enclosing complete information about the specifications and descriptions and cost of the items to be supplied.*
5. *Tender offer submitted to the Divisional Engineer, Porur, Chennai Telephones on behalf of BSNL ( A Govt. Of India Enterprises) "CERTIFIED THAT I/WE HAVE STUDIED THE FULL CONTENTS OF THE TENDER FORMS AND ENCLOSURES AND AGREE TO ABIDE BY THE TERMS AND CONDITIONS THEREIN"*

*Place*

*Signature:*

*Date:*

*Name:*

*Organisation:*

**6(B): NEAR-RELATIONSHIP CERTIFICATE**

T.E.No :

Due to open on :

To

The Divisional Engineer (Porur) ,  
BSNL Chennai Telephones,  
No.10,A.R.Street,  
Valasaravakkam,  
Chennai-600087.

Dear Sir,

"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 is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me "

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

Signature:.....

(Name in Block Letters of the SIGNATORY)

In the Capacity of

Note:

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

**6(C): NON BLACK LISTING CERTIFICATE**

T E N O

To

The Divisional Engineer (Porur) ,  
BSNL Chennai Telephones,  
No.10,A.R.Street,  
Valasaravakkam,  
Chennai-600087.

.

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

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

Signature:.....

(Name in Block Letters of the SIGNATORY)

In the Capacity of

**SECTION –7**

**PROFORMAS**

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

**Sub: Bid Security/EMD guarantee**

*Only DD is allowed and NO Guarantee is permitted for EMD for this tender.*

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

**Sub: Performance guarantee**

Whereas R/o \_\_\_\_\_ (Hereafter referred to as BSNL) has issued an AWO No: \_\_\_\_\_ dated \_\_\_\_ / \_\_\_\_ /20 \_\_\_\_ awarding the work/order for the supply of to M/s \_\_\_\_\_ R/o \_\_\_\_\_ (hereafter referred to as Bidder”) and BSNL has asked him to submit the performance Guarantee in favour of Deputy General Manager(NWO-CFA) K.K.Nagar, Chennai Telephone District, Chennai for Rs. \_\_\_\_ /- (hereafter referred as “PG Amount”) valid up to \_\_\_\_ / \_\_\_\_ /20 \_\_\_\_ (hereafter referred to as “Validity date”).

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

2. We, “the Bank” do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the BANK and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

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

*Place:-*

*Date:-*

*Rubber stamp of the bank*

*(Signature of the Bank Officer)*

*Authorised power of attorney Number*

*Name of the Bank officer*

*Designation*

*Complete postal address of Bank*

*Telephone Number*

*Fax Number:*

**7 (C) For Letter of Authorization for attending Bid Opening Event.**  
(To be typed preferably on letter head of the company)

**Subject: Authorization for attending Bid opening**

I/ We Mr. /Ms. .... have submitted our bid for the tender no.  
..... in respect of ..... (Item of work) which is  
due to open on ..... (Date) in the O/o D.E. (Porur),10, Valasaravakkam, Chennai-600087

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

.....

Signature of the Representative

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

Name of the Representative

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

Note

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

**7D. PROFORMA FOR CLAUSE BY CLAUSE COMPLIANCE**

Sl.No.	Section & Clause No.	Compliance
1	Section-1 Part-A Clauses 1 to 12	
2	Section-1 Part-B	
3	Section-2 Clause 1 to 4	
4	Section-3 Clause 1-2	
5	Section-4 Part-A Clause 1 to 35	
6	Section- 4 Part-B Clause 1 to 3	
7	Section-5 Clause 1 to 18	

Signature of the bidder with seal

**SECTION- 8**

***Bidder's profile & Questionnaire.  
Tenderer / Bidder's Profile & Questionnaire***

*(To be filled in and submitted by the bidder)*

**A) Tenderer's Profile**

1. Name of the Individual/ Firm: .....

2. Present Correspondence Address

.....  
.....

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

FAX No. ....

3. State the Type of Firm: Sole proprietor-ship/partnership firm / (Tick the correct choice): Private Limited Company.

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

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

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

.....

6. Permanent Account No. : .....

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

.....  
.....

Signature of the bidder with seal

## **B) Questionnaire**

1. Do you think any other detail/ material is required to complete the work specified in the specification?

Yes/ No.

1.1 If Yes, Give details

.....  
.....

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

2.1 If Yes, Give details

.....  
.....

3. Suggestion for improvement of the tender document.

.....  
.....

Place.....

Date .....

Signature of contractor .....

Name of Contractor .....



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

To

From,

.....

.....

<Complete address of the BSNL>

<complete address of the Bidder>

.....

.....

.....

.....

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

Ref: Your Tender Enquiry No. ....dated .....

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

Dated: ..... day of ..... 20...

Signature .....

Witness

Name .....

Signature.....

In the capacity of .....

Name .....

Address .....

Duly authorized to sign the bid for and on  
behalf of

**DETAILS TO BE FURNISHED BY THE TENDERER FOR**  
**HOUSE KEEPING WORK AT K.K.Nagar Division and Porur Division BSNL TELEPHONE**  
**EXCHANGE BUILDINGS,**  
**No.10,A.R.Street,Valasaravakkam,Chennai-600087.**

**SECTION-9**  
**PART-'B'**  
**"PRICE BID" (FINANCIAL BID)**  
**TO BE KEPT IN A SEPARATE SEALED COVER**

1. Name of the tender applicant :
2. Address of the tender applicant :  
 (a) Permanent Address :  
 (b) Contact Address :
3. Telephone No./Cell No. :

**FINANCIAL QUOTE**  
**Tender for the House Keeping services at K.K. Nagar and Porur Division BSNL**  
**Telephone Exchanges.**

The total amount to cover all the House Keeping needs as per the specification and schedule of works including all taxes and the break up:

Sl.No	Total Area in Sq.Ft (A)	Basic Rate per Sq.Ft in Rs. (B)	Total Cost per month(C)	COST OF MATERIALS PER MONTH(D)	Service charges per month(E)	GST (F)	Total HK charges per month (C+D+E+F)
			To Be Quoted in Rs.				
1	66601	1.74					

In words: Rupees -----  
 -----only.

I hereby agree to abide by all the terms and conditions stipulated in the tender document.

**Note:**

1. The Grand Total Amount (excluding Goods and Services tax) will be the criterion for evaluation purpose. Rate should be quoted for all items of service compulsory.
2. Work will be carried out with \_\_\_\_ Number of workers. (Number only)
3. The rates quoted includes cost of consumables as detailed in Annexure A and tools employed for cleaning work.
4. The tenderer/s who has/have quoted lowest rate will be taken as L1 tenderer. The work will be awarded to the successful tenderer in financial evaluation after due negotiation, PGM (NWO) West, BSNL, Chennai Telephones decision will be final in this respect..

Signature of the Tenderer  
with seal & date

**Name in Full** :  
**Relationship with the Company** :

**Rubber Stamp of Company** :

**SECTION-10**

**MANDATE FORM**

*E Payment of suppliers bills through RTGS*

**NO.DGM(KKN)/HOUSE KEEPING TENDER /2020-21/01 dated at Ch - 78, the 18.11.2020**

<i>Serial No.</i>			<i>Particulars</i>
<i>1</i>	<i>Company's Name</i>		
<i>2</i>	<i>Address</i>		
<i>3</i>	<i>Phone No</i>		
<i>4</i>	<i>Particulars of Accounts</i>		
	<i>A</i>	<i>NAME OF THE ACCOUNT</i>	
	<i>B</i>	<i>Bank Name</i>	
	<i>C</i>	<i>ACCOUNT NO.</i>	
	<i>D</i>	<i>Branch Name&amp; Address</i>	
	<i>E</i>	<i>IFSC CODE OF BRANCH</i>	

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

*Date*

*Signature of the authorized signatory (Sealed of the company)*

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

*Bank Stamp*

*Signature of the Authorised Officer*

*(From the Bank)*

ANNEXURE-A  
APPROXIMATE MONTHLY REQUIREMENTS  
LIST OF CONSUMABLES FOR K.K.Nagar Division and Porur Division TELEPHONE EXCHANGES

Items	Unit	Quantity							
		KKN	Jones Road	KAR	VAL Exg	VAL Extl	POR	MLM	KUN
Scented Phenol Concentrated	Ltrs	110	10	10	5	5	5	5	5
Soap oil Concentrated	Ltrs	7	1	10	5	5	5	5	5
Naphthalene Balls	Kg	5	1	2	1	1	1	1	1
Urinal cakes	Pkts	120	2	20	10	10	10	10	10
Odonil/Room Freshner	Nos.	10	5	5	5	5	5	5	5
Bleaching Powder	Kg	15	2	3	2	2	2	2	2
Rooms Spray	Nos.	10	2	3	2	2	2	2	2
Sabeena	Kg	10	2	2	1	1	1	1	1
Acid / Harpic	Ltrs / Nos	10/7	4/3	4 / 3	4 / 3	4 / 3	4 / 3	4 / 3	4 / 3
Scriber (wash basin use)	Nos.	15	6	5	4	4	4	4	4
Cleaning cloth	Nos.	15	4	7	7	7	6	6	7
Soft Broom stick	Nos.	7	2	2	2	2	2	2	2
Coconut brooms	Nos.	10	2	2	2	2	2	2	2
Moping materials	Nos.	7	2	2	2	2	2	2	2
Glass cleaner (500 ml)	Nos.	10	2	2	2	2	2	2	2
Garbage Bags	Nos.	210	60	60	60	50	60	60	90
Quality Hand Wash(200ml)	Nos.	15	2	2	2	2	2	2	2
Toilet brush (Quarterly)	Nos.	15	2	3	2	2	2	3	3
Aluminium Buckets small for toilets (Quarterly)	Nos.	20	2	3	3	3	3	3	3
Waste collecting buckets big size (Qly)	Nos.	14	2	2	2	2	2	2	3
Cobweb cleaner (Quarterly)	Nos.	7	2	1	1	1	1	1	1

ANNEXURE – B [required]

**UNDERTAKING**

(1) Have you obtained labour license? Yes or No

(i) If yes, give license No. and enclose a copy

(ii) If no, do you agree to get the license as soon as the contract is agreed?

(2) Are you employing child labour?

(3) Are you paying EPF contribution to your employees regularly?

(i) If Yes, registration particulars under EPF may be furnished and enclose a copy.

(ii) If No, are you exempted from EPF as per provision of the EPF Act?

(iii) Do you agree to pay the EPF contribution regularly?

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

Sign of the Contractor: :

Name :

Relationship with the company :

Date:

Signature of the Tenderer.

**ANNEXURE- C**

**ADVANCE STAMPED RECEIPT**

Received with thanks a sum of Rs. ....(Rupees .....only) from the Accounts Officer (Cash), O/o PGM, NWO West, BSNL, Chennai Telephones towards the refund of EMD of the tender for House Keeping works/ 2020-21 / dtd @ Chennai-600078 the - -2020

Signature of the Tenderer

With seal.

(Affix Revenue Stamp)



Address:

**Annexure-D**

***CERTIFICATE OF MINIMUM WAGES TO BE SUBMITTED BY THE TENDERER***

I/WE \_\_\_\_\_ R/O \_\_\_\_\_  
\_\_\_\_\_ hereby certify that we shall comply with minimum Wages Act that are to be paid to the laboures engaged by us vide latest rate as fixed by the labour commissioner. While quoting the rates for the tender, any dispute arises out the payment of minimum wages responsibility lies with us only. We also certify that we shall comply with the ESI, EPF, Goods and Services Taxes and other mandatory charges regularly as per existing rules without any fail.

*Date :*

*Signature of tenderer with seal.*

*Place :*

## ANNEXURE-E



### VENDOR MASTER FORM



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

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

Title*	:	<input type="text" value="Mr."/>	<input type="text" value="Ms."/>	<input type="text" value="M/s"/>	<input type="text" value="Dr."/>
Name*	:	<input type="text"/>			
	:	<input type="text"/>			
	:	<input type="text"/>			
Address *	:	<input type="text"/>			
	:	<input type="text"/>			
	:	<input type="text"/>			
Town/District*	:	<input type="text"/>			
City*	:	<input type="text"/>			
State*	:	<input type="text"/>			
Postal/Pin code*	:	<input type="text"/>	Country*	:	<input type="text"/>
<b>Contact Details:</b>					
Telephone Number	:	<input type="text"/>	Fax No.	:	<input type="text"/>
Email_id	:	<input type="text"/>			
<small>(Mandatory for E-Tendering)</small>					
Name of Contact Person	:	<input type="text"/>	Mobile No.	:	<input type="text"/>
Alternate Contact Person	:	<input type="text"/>	Mobile No.	:	<input type="text"/>
<b>Tax information:</b>					
PAN	:	<input type="text"/>			
Service Tax reg. no.	:	<input type="text"/>			
LST (Local VAT reg.No.)	:	<input type="text"/>	CST Reg. No	:	<input type="text"/>
Tax Registration no. (for Foreign Vendors)	:	<input type="text"/>			
<b>Income Tax Exemption details:</b>					
IT exemption no.	:	<input type="text"/>	IT exemption rate	:	<input type="text"/>
IT Exemption date	:	<input type="text"/>			
IT exemption date from	:	<input type="text"/>	IT exemption date to	:	<input type="text"/>



**Excise Details:**

Excise reg. no.	:	<input type="text"/>
Excise Range	:	<input type="text"/>
Excise Division	:	<input type="text"/>
Excise Commissionerate	:	<input type="text"/>

**Payment Transaction/ Bank Details:**

Bank Country	:	<input type="text"/>
Bank Name	:	<input type="text"/>
Bank Address	:	<input type="text"/>
Bank A/c No	:	<input type="text"/>
Bank IFSC	:	<input type="text"/>
Account holder's Name	:	<input type="text"/>
Type of Account	:	Savings(10) <input type="checkbox"/> Current(11) <input type="checkbox"/>
SWIFT Code (for Foreign Vendors)	:	<input type="text"/>
IBAN (for Foreign Vendors)	:	<input type="text"/>

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

**Industry Status:**Micro/ SSI Status : Yes ☐ No ☐

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

Note:

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

**Company / Vendor Authorized Signatory / Designation****Date:****Company Seal****(For Office Use)**

Vendor Account Group	:	<input type="text"/>	Payment Method	:	<input type="text"/>
TDS Type - Invoice	:	<input type="text"/>	TDS Code - Invoice	:	<input type="text"/>

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

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

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

2 Contd.	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 the time 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.
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/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
(a) For amount already paid by BSNL		
(b) For Quantity in excess of that supplied by Vendor to BSNL.		
c) For unit rate and/ or amount higher than that approved by BSNL for that purchase.		
<b>Note 5:-</b> The claims may be submitted with or without collusion of BSNL Executive/ employees.		
<b>Note 6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		

7	<i>a) Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</i>	<i>i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</i>
	<i>b) Disrupts/ Sabotages functioning of the BSNL network equipment such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipment but not limited to these elements and/ or any other TSP through BSNL.</i>	<i>Legal action will be initiated by BSNL against the Vendor if required.</i>
	<i>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</i>	
	<i>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</i>	
	<i>e) undertakes any action that affects/ endangers the security of India.</i>	
8	<i>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>	<i>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 &amp; 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.</i>
		<i>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</i>

9	<i>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>	<i>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 &amp; 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.</i>
10	<i>If the vendor does not return/ refuses to return BSNL's dues:</i>	<i>i) Take action to appoint Arbitrator to adjudicate the dispute.</i>
	<i>a) in spite of order of Arbitrator.</i>	<i>i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. (continues )</i>
	<i>b) in spite of Court Orders.</i>	<i>iii) Take legal recourse i.e. filing recovery suite in appropriate court.</i> <i>i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</i>
11	<i>If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course</i>	<i>Take Action as per the directions of CBI or concerned department.</i>
12	<i>The following cases may also be considered for Banning of business:</i>	

12 a)	<i>If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</i>	<i>i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</i>
b)	<i>If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 &amp; 4.2.</i>	
c)	<i>If the vendor/ supplier fails to submit required documents/ information, where required.</i>	
d)	<i>Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.</i>	
<b>Note 7:</b> <i>The above penalties will be imposed provided it does not clash with the provision of the respective tender.</i>		
<b>Note 8:-</b> <i>In case of clash between these guidelines &amp; provision of invited tender, the provision in the respective tender shall prevail over these guidelines.</i>		
<b>Note 9:</b> <i>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.</i>		