BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

Office of the General Manager Telecom District, BSNL KADAPA-516001

No. GMTD-CDP/2019-20/Gen/BSNL-HKS/e-Tender/1 dated at Kadapa the 15-07-2019

E-TENDER
BID DOCUMENT

e-TENDER FOR PROVIDING HOUSEKEEPING SERVICES (SWEEPING & CLEANING) IN BSNL OFFICES / EXCHANGES IN KADAPA SSA FOR THE YEAR 2019-20

Sl No	Name of Area/Unit	Estimated cost for One year (A)	Cost of Bid document (Non refundable)	Bid Security (EMD) 2.5% of (A)	Security Deposit 10% of (A)
1.	**KADAPA SSA**	**Rs.20,00,000/-**	**Rs 590/-**	**Rs 50,000/-**	**Rs. 2,00,000/-**

Cost of Tender Form Rs 590/-

Certified that the Tender Document contains 36 pages only.

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Office of the General Manager Telecom District, BSNL KADAPA- 516001

TENDER NOTICE

No. GMTD-CDP/2019-20/Gen/BSNL-HKS/e-Tender/1 dated at Kadapa the 15-07-2019

Sealed e-tenders in the prescribed form are invited on behalf of Chairman and Managing Director Bharat Sanchar Nigam Limited, by the General Manager Telecom District, BSNL, KADAPA, from the Registered Agencies or Firms or Contractors having EPF & ESI registration for executing the sweeping and cleaning work in BSNL offices / Exchanges for a period of one year in Kadapa SSA during the year 2019-20.

Note :-Contractors need to bid for the provision of services at all sites of Kadapa SSA shown in the tender schedule.

1) Eligibility Requirements

Contractor must have successfully completed one work of similar nature in BSNL/DOT/PSUs of State/Central or other telecom operators, costing an amount not less than 5 lakhs for a period of at least one year during the last three financial years.

2) Description of work :

i) Sweeping and Cleaning of BSNL Offices / Telephone Exchanges and Compound (open area) & the rubbish to be cleared daily by 09.00 AM
ii) Cleaning of toilets & urinal basins (twice a day) with phenyl mixed water daily & putting napthalene balls once in a week
iii) Day to day cleaning of office equipments, tables, chairs, racks,
iv) Cleaning of windows, glass panels etc., with anti stain liquid once in a week
v) Cleaning of Fans, tube lights fittings, removing cobwebs etc..
vi) Wet cleaning of floors using phenyl mixed water, removing cobwebs
Vii) Any other cleaning work assigned by the incharge of the location and has to be carried out at no extra cost.
Viii) Th cost of broom sticks, buckets, cloth, phenyl & other sanitory items are to be borne by the contractor

Note:-

i) The cost of cleaning materials used for the above works is to be included in the quoted rate for service charge.
ii) The works are to be executed in the Telephone Exchanges/offices of Kadapa Telecom District, as mentioned in Section-A & B of Annexure -III-B
iii) The time schedule to carry out the above works starts at 07.00 hrs on all working days (except Sunday & holidays)

3) Period of contract : One year from the date of agreement.

4) Mode of Payment:

4.1 Tender Document fee : -The intending bidders shall download the tender document from website **www.tenderwizard.com/BSNL & www.ap.bsnl.co.in** for which tender document fee of Rs 590/- shall be paid in the form DD from any nationalized/ Scheduled bank drawn in favour of Accounts Officer (Cash), O/o GMTD, BSNL,Kadapa payable at SBI Main Kadapa.

4.2 EMD : Bidders also have to submit EMD of Rs 50,000/- in the form DD or Bank guarantee from any nationalized/ Scheduled bank drawn in favour of Accounts Officer (Cash), O/o GMTD, BSNL,Kadapa payable at SBI Main Kadapa.

Note: Firms registered under NSIC (for the same purpose) are exempted from remitting EMD for the specific work on production of valid certificate.

5. **Tender** which is not accompanied by the requisite Bid security (EMD) & tender document fee shall summarily be rejected. Tender will not be accepted, if received after the due date and time.

6. The General Manager, Telecom District, Kadapa reserves the right to reject any or all tenders without assigning any reason what so ever.

Availability of Tender document for downloading	15.00Hrs of 19/07/2019 onwards &upto 15:00Hrs of 13/08/2019
Last date and time for online submission of Bid (Both technical & Financial Bid) and eligibility documents	Upto 17.00Hrs of 13/08/2019
Last date and time for submission for offline documents containing EMD and tender document fee in a sealed envelope in Tender Box	Upto 13.00 Hrs of 14/08/2019
Time and date of opening of Technical bid (on- line)	At 15.00 Hrs on 14/08/2019
Time and date of opening f Financial bid (on- line)	At 15.00 Hrs of 22/08/2019

Sd/-

Asst. General Manager (Admin.)
O/o the General Manager Telecom District,
BSNL,Kadapa-516001.**Tele.No. 08562-249901**

Section - I

E-tendering Instructions to Bidders

Note :-The instructions given below are ITI's e-tender portal centric and for e-tenders invited by GMTD, BSNL, Kadapa SSA, A.P Telecom Circle .

General :-

Submission of Bids only through online process is mandatory for this Tender. For conducting electronic tendering, BSNL, A.P Telecom Circle, Vijayawada is using the portal (https://**www.tenderwizard.com/BSNL**) of M/s ITI , a Government of India Undertaking.

1. Tender Bidding Methodology:
   Sealed Bid System –'**Two Stage – Using Two Envelopes**', i.e. 1) **Technical Bid & 2) Financial bid** shall be submitted by the bidder on line at the same time using the above said portal.
2. **Broad outline of activities from Bidders prospective**:
   1. Procure a Digital Signing Certificate (DSC)
   2. Register on **Electronic Tendering System**® (ETS)
   3. Create Users and assign roles on ETS
   4. View Notice Inviting Tender (NIT) on ETS
   5. Download Official Copy of Tender Documents from ETS
   6. Clarification to Tender Documents on ETS
   - Query to BSNL (Optional)
   - View response to queries posted by BSNL, as addenda.
   7. Bid-Submission on ETS
   8. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Technical & Financial Part as specified in the tender document.
   9. View Post-TOE Clarification posted by BSNL on ETS (Optional) Respond to BSNL's Post-TOE queries.
   10. Participate in e-Reverse Auction on ETS (if applicable)
       For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

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. Financial Bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

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

3. **Digital Certificates**

For integrity of data and its authenticity/ non-repudiation of electronic records, and 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 3 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

4. Registration

Tender document can be downloaded from the website: **www.tenderwizard.com/BSNL** and to be submitted in the e-format as well as by post/courier/by hand. Cost of tender document and Bid Security in the form of DD, Power of Attorney in original along with the hard copies of all documents which are uploaded in the e –tender portal shall be submitted to AGM (Admin),O/o GMTD, BSNL, Kadapa-516001 , before the scheduled date and time for submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document 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 tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Intending bidders are requested to register themselves with M/s. ITI through www.tenderwizard.com/BSNL for obtaining user-id, Digital Signature etc., by paying Vendor registration fee (tender processing fee) . This fee should be done during requisition of tender on line.

****** BSNL has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.**

Note: After successful submission of registration details and Vendor registration fee and processing fee (as applicable) please contact ITI Helpdesk (as given below), to get your registration accepted/activated.

ITI Helpdesk	Address Details
Telephone/Mobile Nos.	Mr. Vijaykumar …. 7207042074 e.mail twhelpdesk694@gmail.com 011-49424365 [between 9:30 hrs to 18:00 hrs on working days]
E-mail	twhelpdesk694@gmail.com
BSNL's Contact Person	AGM(Admin), O/o GMTD, BSNL, Kadapa-516001 Ph No. 08562-249901

5. Bidding related Information for E- Tender (Sealed Bid) : The entire bid-submission should be online on ETS and upto 1700 hours of 13-08-2019. Broad outline of submissions are as follows:

The documents should be uploaded as follows;

During "**Request** " stage of uploading ,upload the following documents only.

1. DD for Tender Fee as per DNIT (Scanned copy of DD on e-Tendering Portal and Physically to Tender inviting Officer in case of e-Tender).
2. Bank Guarantee/DD for EMD as per DNIT (Scanned copy of BG/DD on e-Tendering Portal and Physically to Tender Inviting Officer in case of e-Tender).
3. Valid NSIC/ MSE Certificate, if applicable. In case the ownership of such NSIC Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
4. Valid PAN No.
5. Labour Licence certificate.
6. ESI registration certificate.
7. EPF registration certificate.
8 Valid Sales / GST Registration Certificate / TIN No or exemption certificate.
9. Power of Attorney (if applicable). Scanned copy on E-Tendering Portal and original to be submitted to Tender Inviting Officer in case of e-Tender.
10. Scanned copy of all required certificates as per clause 10.(1) of Section-II
11. Article of Memorandum of Association or Partnership deed or Proprietorship deed (if applicable)
12. Proof of experience (Scanned copy on E-Tendering Portal and original to be submitted to Tender Inviting Officer in case of e-Tender)

During "submission" stage, upload the remaining documents also.

6. **Off line Submission of Eligibility Certifying Documents**:

The bidder is requested to submit all the documents related to eligibility (originals) off line to AGM (Admin), O/o GMTD, BSNL, Kadapa -516001 in a sealed cover as specified in the Tender document,

7. Special Note on Security of Bids

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

As part of the Electronic Encrypt functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-phrase created by the server itself. The Pass phrase is more difficult to break. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public- Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

8. Public Online 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 (i.e. Supplier organization) dully 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 Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and Financial

Comparison Chart (after financial evaluation) enhance Transparency. Detailed instructions are given on relevant screens.

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

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

9. E-Reverse Auction (NOT APPLICABLE)

E-Reverse Auction would be conducted on unit/total package/net cost to BSNL value for bid evaluation, subsequently after the opening of the Financial Part.

The following would be parameters for e-Reverse Auction

Sl No	Parameter	Value
1.	Date and Time of reverse Auction bidding event	Will be intimated to Technically Responsive bidders after the opening of financial part
2	Duration of Reverse –Auction bidding event	……(typically 1 to 2) hours.
3	Automatic extension of the Reverse – Auction Closing Time, if last bid received is within a pre-defined Time Duration before the Reverse Auction closing Time	Yes
3.1	Pre defined Time Duration	……xx Minutes (typically 05 minutes)
3.2	Time Duration of Automatic extension	…….yy Minutes (Typically 10 minutes)
3.3	Maximum number of Auto Extensions	…….nn Automatic Exensions (Typically 04 to 06 extensions)
4	Criteria of bid acceptance	Beat on starting last quoted price as well as Beat on Rank-1 Bid Value
5	Entity start price	Unit/total package/net cost to BSNL (To be decided by planning cell)
6	Minimum bid decrement	……..(Value in currency) to be decided by planning cell

7	Display of Pseudo identity of bidders during bidding period	Total Bidders, as well as BSNL's officers
8	Display of Bidder's own current Rank	Yes

Note: Parameters at Sl No. 5 and 6 shall be confirmed after Opening & Evaluation of Financial bid parts.

10. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (https://**www.tenderwizard.com/BSNL**).

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:

(i) Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS

(ii) Register your organization on ETS well in advance of your first tender submission deadline on ETS

(iii) Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS

(iv) Submit your bids well in advance of tender submission deadline on ETS .There could be last minute problems due to internet timeout, breakdown, etc. While **the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.**

11. Minimum Requirements at Bidders end

Computer System with good configuration (Min P-IV, 1 GB RAM, Windows (XP) Broadband connectivity. Microsoft Internet Explorer 6.0 or above and Digital Certificate(s)

SECTION-II

Office of the General Manager Telecom District , BSNL, KADAPA - 516001.

(Terms & Conditions)

No. GMTD-CDP/2019-20/Gen/BSNL-HKS /e-Tender/1 dated at Kadapa the 15-07-2019

The rates finalized through this tender shall be valid for a period of one year from the date of execution of agreement & can be extended further for a period of one year or until a new tender is finalized which ever is earlier as per the willingness of both the parties.

1.The bidder should submit the tender in SEALED ENVELOPS prominently superscribed, **"TENDER FOR PROVIDING HOUSEKEEPING SERVICES IN BSNL IN KADAPA SSA for the year 2018-19"** and should be addressed to **Assistant General Manager (Admn), O/o GM Telecom, District, BSNL . Kadapa.** Tenders can also be sent by Registered Post (with AD) or can be dropped in the **tender box** available in the office of the undersigned on or before 14**–08-2019, 13.00 Hrs.** No separate acknowledgment will be given to the bidder. Tenders received in unsealed covers and those received after the prescribed time and date will be rejected. The e-Tender will be opened, at the time as specified in the NIT, by the officers who may be authorized by the GMTD, BSNL, Kadapa on his behalf, in the presence of the tenderers or their representatives with proper authorization letter as given at annexure-II . In case the above date happens to be a holiday or the tender could not be opened on this date due to any unforeseen reason, the tender will be received / opened on the next working day at the same time through online.

2. Any attempt to negotiate directly or indirectly or any attempt to secure any interest of the tender or to influence authorities concerned for acceptance of the tender, by any means or form will render the tender liable for exclusion from consideration.

3. Any addition/deletion/modification in tender documents will not be accepted and tender will be rejected. Tender documents are not transferable. Conditional tender is not accepted.

4. The bidders shall submit the following documents in the Tender/Bid as proof of their eligibility:

1. **Bid Security** (EMD) in the form of DD or Bank guarantee & **tender document fee** in the form of either cash receipt or DD must be kept in a separate envelope which will be opened first.

2. Attested Copy of EPF Registration
3. Attested Copy of ESI Registration
4. Attested Copy of GST Registration ,
5. Attested Copy of PAN of Income Tax
6. Experience Certificates in original in respect of works of similar nature carried out in Central /State/PSU/autonomous bodies or other similar nature organisations for a minimum of one year in the last 3 years should be attached to the tender document. In the case of BSNL, the certificate shall be obtained from an officer not below the rank of DE/AGM
7. Full set of tender document (technical bid) duly signed on all pages in token of having read and understood the conditions.
8. All pages duly filled up and signed below it.
9. A declaration to the effect that no modification has been made in the tender document.
10. Duly filled and signed Tender documents.

The documents listed from 2 to 10 above, except 1 should be kept in another envelope and marked as **Qualifying Bid**

1. **Uploaded on tender wizard portal and**
2. **Hard copies of the same may be submitted before locking time.**

All the above documents (eligibility & technical bids) are required to be submitted / dropped in tender box available with AGM **(**Admin), O/o GMTD, BSNL, Kadapa on or before the last ate & time of submission of bids in a sealed envelope superscribed as

" **TENDER FOR PROVIDING HOUSEKEEPING SERVICES IN BSNL IN KADAPA SSA for the year 2019-20"**

" Not to open before the due date of Tender "

The tenders will be opened at **1500 hours on 14– 08 -2019** by the undersigned or any other person as may be authorized by the GMTD, Kadapa on his behalf, in the presence of the tenderers or their authorized representatives as may be present on the occasion.

5. JURISDICTION OF THE WORK CONTRACT

Jurisdiction of the work contract shall be Telephone Exchanges / BSNL offices / Staff quarters and BSNL StoreYards in Kadapa SSA as mentioned in Section-A & Section-B of Annexure-IIIB.

6. The tenderer will bind by all terms and conditions as detailed in the tender documents. Tender with condition other than those specified in tender document is liable to be summarily rejected. No modification in any of the conditions will be permitted after the tender is opened.

7. SUBMISSION OF BIDs

Tender bids shall be dropped in the tender box placed in the chamber of AGM (Admin), First floor of GMTD Office, beside Head Post office Kadapa, before closing (date & time) of tender, as mentioned in NIT.

The tenderer is to ensure the delivery of the bid at the correct address. BSNL shall not be responsible for delivery of bid to the wrong address. The slit of the tender box will be sealed immediately after the specified time/date for receipt of tender bids. Any tender presented in person after the sealing of the box will not be received by GMTD Kadapa or by any of the subordinates or will not be allowed to dispose in the tender box.

Postponement of Tender Opening: Whenever it is considered necessary to postpone the opening date of tenders, quick decision must be taken and communicated to the tenderers and shall be at least one day before the original date of opening. The reason for postponing the tender shall be recorded in writing. Such notice of extension of date of opening shall also be put up on the notice board and also published in the news paper in which original NIT have been published. If the date of opening of bid is declared as holiday, the bid will be opened on the next working day at the same time and venue.

8. BID OPENING AND EVALUATION

i) Among the envelopes the envelope marked "BID SECURITY" shall be opened first and examined. The bidder who have submitted proper bid security as per tender document, their "QUALIFYING BID" shall be opened and papers / documents submitted by the bidder shall be examined and recorded by the TOC. After opening the qualifying bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members.

ii) **Financial Bid** of the technically compliant bidders only, will be opened on-line. The date and time of opening of the **"Financial Bid"** shall be conveyed to all the bidders who have qualified .

9. **QUOTING OF RATES BY BIDDER**

9.1 The bidder should submit their tender form as per the terms and conditions. Rates should be quoted in figures and words in English in the Tender form.

9.2 The BSNL shall not be responsible for any escalation towards cost of labour or materials, machinery, equipment etc. what-so-ever or any increase in service charge, any duties, levies, or taxes in respect thereof what-so-ever and the Contractor's rates during the period of validity and the Contractor's obligation shall remain unaffected by such escalation.

10. EARNEST MONEY DEPOSIT:

10.1 Each tender should contain an EMD (Bid Security) for each unit as given below:-

Sl No	Name of Area/Unit	Estimated cost for One year (A)	Cost of Bid documents (Non refundable)	Bid Security (EMD) 2.5% of (A)	Security Deposit 10% of (A)
1.	**KADAPA SSA**	**Rs.20,00,000/-**	**Rs 590/-**	**Rs 50,000/-**	**Rs. 2,00,000/-**

This amount can be remitted at the cash counter of the O/o GM Telecom District BSNL Kadapa up to the stipulated date & time in cash or by crossed DD/BG drawn in favour of the Account Officer (Cash), O/o GMTD BSNL Kadapa obtained from any scheduled/nationalized bank and payable at SBI Main branch Kadapa. The cash receipt issued by BSNL or DD/BG should be sent along with the bid document. Tenders without proper EMD will be rejected outright. **The bank guarantee must be valid for six months.**

10.2 The tender offer shall remain open for acceptance, for 180 days from the date of opening of tender. The EMD will be forfeited to the BSNL Kadapa, in case after submitting the tender, the tenderer withdraws his offer or fails to execute the agreement when called for to do so.

10.3 The EMD of the unsuccessful bidder will be refunded after the finalization of the successful bid.

11.1 Under clear & logically reasonable situations BSNL will have the full right to reject any or all the tenders. The decision of GMTD Kadapa shall be final and binding on all concerned. The BSNL also reserves the right to award the contract to more than one contractor and is not bound to accept the lowest tender. Any tender which does not satisfy the terms and conditions set out in the tender notice is liable to be rejected.

11.2 While evaluating the tender the provisions of the Minimum Wages Act, 1948 and other legislations/acts enunciated in **Para 18.1** will be strictly kept in view. As such rates quoted by the bidder excluding taxes livable /payable to the Government(s) shall confirm to the prevalent minimum wages fixed by the Government for jobs of such nature. The tender will be accepted based on the report of the tender evaluation committee nominated by GMTD BSNL Kadapa.

12. SECURITY DEPOSIT:

12.1 The successful bidder will have to remit an amount equivalent to **10%** of the accepted rates. This amount may be remitted by cash/DD or may be in the form of Bank guarantee valid for a period of minimum two years from any nationalized/scheduled bank. The EMD of the successful tenderer will be adjusted against security deposit.
12.2. Security deposit is to ensure faithful performance of the work contract during the period including warranty period. If the contractor fails or neglects to perform any of his obligations under the work contract, it shall lead to forfeiture of Security Deposit in part or full.
12.3 Security Deposit shall be liable for appropriation/adjustment against compensation for interruption of services rendered, or cost of materials or stores lost or damaged while carrying out the work, or cost of materials or stores not returned to the "BSNL" on completion of work, or cost of defective components, spares or tools towards damage of other utility services while carrying out the work, or any claim against the Contractor for the payment of money arising out of or under this contract, which the contractor does not meet directly or through the running / final bills payable to him.
12.4 The performance Security Deposit / Bank guarantee will be discharged to the Contractor after the completion of the contractor's performance obligation, including any warranty obligations under the contract.
12.5 All the compensation amount / other amount of money payable by the Contractor under the terms of this contract may be deducted from the Security Deposit or any amount which may be due or may become due to the contractor by the 'BSNL' on any account whatsoever. In the event of the Security Deposit being insufficient or if no security deposit has been remitted by the Contractor, then the balance of the total amount recoverable as the case may be, shall be deducted from any amount then due or which at any time thereafter may become due to the Contractor under this / any other contract with "BSNL". If this sum is also not sufficient to cover the full amount recoverable the contractor shall pay to 'BSNL' on demand the balance amount due.

AGREEMENT

13. The successful bidder will have to execute an agreement, after remitting the security deposit, in a non judicial stamped paper worth Rs.100/- (Rupees One hundred only) purchased from A.P. State Government at his own expenses. After execution of the agreement, the approved rates for the work contract shall be valid for a period of one year from the date of execution of agreement and can be extended up to one year or until a new tender is finalized.

14 The EMD and SD will not bear any interest

15. METHOD AND MANNER OF EXECUTION OF WORKS.

15.1 The contractor shall be an independent contractor having complete charge of the men / women engaged in the execution of the works. The contractor shall execute the works in accordance with the terms, conditions and specification contained in the tender document and the agreement executed by him.

15.2 It is the responsibility of the contractor for ensuring the execution of works in most efficient and satisfactory manner during the period of contract. The contractor shall not engage any unfit person and persons below the age of 18 years or any one not capable or not properly qualified to execute the assigned works.

15.3 It is purely the discretion of the contractor to replace the person engaged due to their incompetency and / or misconduct, subject to the contractor ensuring that the work remaining absolutely unaffected.

16. SUB-CONTRACTS:

16.1 The Contractor shall not assign, sub-contract or subject the whole or any part of the work covered by the contract or any benefit thereof to any other person or persons.

17. **PARTNERSHIP FIRMS:**

17.1 Where the Contractor is a partnership firm the previous approval in writing shall be obtained before any change is made in the constitution of the firm or transferring the business to another person or company. In this case a attested copy of the Partnership deed is to be submitted.

17.2 In the event of the Contractor, with such consent aforesaid, transferring the business during the period of this contract, the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the contractor under this contract and be subject to his liabilities there under.

18. LABOUR WELFARE AND FAIR WAGES

18.1 The Contractor shall comply with the provisions of the payment of wage Act1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act,1964 and the Contractors Labour (Regulation and Abolition) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The regulation aforesaid shall be a part of this contract and any breach thereof shall be

deemed to be breach of this contract. The tenders not confirming to be above requirements are liable to be rejected.

18.2 The Officer- in-charge shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers employed directly or indirectly by the contractor for the work, by reasons of non-fulfillment of various Labour Welfare Acts and Labour Regulations which are in force in the Union of India from time to time, non-payment of wages or of deductions made from his or their wages which are not justified. The contractor shall indemnify 'BSNL' against payment is to be made under for the observance of the laws cited in the aforesaid clause, contained in this Section of the Tender document.

18.3 The contractor shall fulfill/comply with the provisions of EPF/ESI and misc. provisions Act 1952 and Employees Provident Fund Scheme 1952 in respect of labours / employees engaged by them for performing the works of BSNL. Those who are having EPF & ESI registration Code No are only eligible to participate in the tender. If they do not posses a code No at present, the proof of applying for the same to the EPF/ESI authorities may be produced. Each claim bill of the contractor must be accompanied by:-

a. List showing the details of labourers /employees engaged

b. Wage aquittance roll of labourers

c. Number of days worked & duration of work. Satisfactory work done certificate issued by the incharge of the unit i.e., SDE/SDO and countersigned by the DE/DGM.

d. The amount of wages paid to such labourers/employees for the duration in question.

e. Wage split bill including the amount of EPF & ESI contributions.(Both employers & employees contribution) for the duration of engagements in question paid to the EPF authorities.

f. Copies of the authenticated documents of payments (Challans) of such contribution to EPF & ESI authorities And

g. A Declaration from the contractors regarding compliance of the conditions of EPF Act 1952 & ESI act.

18.4. As per this agreement, BSNL shall not be responsible for any of the claims or liabilities of any of the workers, labourers or employees who are be engaged by the contractors for executing the works in respect thereof. They shall be the workers of the agency and not of the BSNL and they have no right whatsoever for employment or for any other benefits from BSNL on the basis of their services. The agency shall provide necessary identity cards to their workers.

18.5 BSNL will not be responsible for any of the liabilities, claims or protection covered under any of the provisions contained in the law of land in respect of labour, employees and workers who may be engaged in the works including the contractor.

18.6 The contractor and or the worker engaged by him/her for execution of works will have no claim in part time/casual /regular or any type of employment in BSNL and or any of the organization/unit working under BSNL.

19. WORKMEN'S COMPENSATION

19.1 In every case in which by virtue of provisions of the Workman's Compensation Act, 1923, 'BSNL' is obliged to pay compensation to a workman employed directly or indirectly by the Contractor for executing the work. 'BSNL' will recover the amount of the compensation so paid from the Contractor, and without prejudice to the rights of the BSNL under the said Act, 'BSNL' shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by 'BSNL' to the Contractor whether under this contract or otherwise. 'BSNL' shall not normally implicate itself in such cases, made against it under the said Act. However, to up- hold the interest of the 'BSNL', if it is required to do so, the Contractor shall provide to the 'BSNL' full security for all costs for which 'BSNL' might become liable to in consequence of contesting such claim.

19.2 The labourers, workers, employees including the contractor are not at all entitled to get any of the benefits, claims or liabilities including civil, criminal, tortuous liabilities contained in the various provisions of the law of land or from BSNL.

19.3 The contractor alone is fully responsible for whatever damages, losses etc. that may be incurred in conducting the services.

19.4 BSNL can suggest the contractor for taking insurance cover for the liabilities, losses and/damages etc. for the articles and persons for his own protection. However, this suggestion of BSNL must not be construed as taking any responsibility on the same and hence BSNL will not be in the part of array. The responsibility of taking insurance cover for such liabilities, losses and/or damages for the articles and persons will solely rest with the contractor and BSNL has no take in it. The insurance cover however will be restricted to the employees and the articles of the contractor and not for the assets of BSNL or BSNL personnel.

19.5 In the event of there being any loss or damages caused to BSNL or BSNL personnel during the tenure of the contract period, the contractor is liable to compensate for such losses or damages to BSNL.

19.6 The contractor shall have to take safety measures for his labourers, workers, etc who may be engaged by him.

20. TAXES AND DUTIES

Contractor shall pay all levies, fees, EPF, ESI amounts, royalties, taxes and duties payable under the provisions of Statute, Rules of Regulations of the Central/State Government or Local Bodies arising out of the Contract or by virtue of the Contract or incidental to the Contract in respect of the works or operations or any part thereof to be performed by the Contractor. The Contractor shall allow the 'BSNL' to recover such taxes and duties from his bills payable and indemnify and keep indemnified the 'BSNL' from and against the same or any default by the Contractor in the payment thereof.

21. COMMENCEMENT OF WORK

The contractor should commence the work based on the work order issued from this office.

22. PAYMENT OF BILLS

22.1 The contractor shall submit Bills to the AGM(Planning) O/o GMTD, BSNL, Kadapa. The bill may be submitted on monthly basis along with satisfactory work done certificate for all the days claimed in the bill from concerned officer incharge of exchanges/BSNL offices. **The contractor may ensure timely payment of wages to the labourers by 5th of every month without waiting for settlement of bills submitted to BSNL.** The Accounts Officer will make the payments to contractor against the bills after deducting the taxes, surcharge, levies etc if any applicable not later than by 10th of the month subject to the claim being in order and the availability of funds. Payments by the Contractor to his workers will be made each month and such payment will not be linked to the payments to be made by BSNL to the contractor.

22.2 Income Tax at the rate as applicable from time to time and surcharge there to as applicable, will be deducted as tax at source from the amount for which the bill has been passed, under relevant Income Tax Rules. The Accounts Officer will issue necessary Income Tax deduction certificate, in the prescribed form in due course.

22.3 All taxes, duties and levies payable under the provisions of Statute, Rules or Regulations of the Central/State Government or Local Bodies arising out of the Contract in respect of the works or operation or any part thereof to be performed by the Contractor, as applicable of the amount for which the bill has been passed will be deducted at source, under relevant Government Rules from time to time.

22.4 The pre-receipted bills are to be submitted in TRIPLICATE. The Accounts Officer, who at any period of time may be authorized by the 'BSNL' will make the payments by issuing account payee cheque drawn on State Bank of India, Kadapa or through BSNL on line payment system in to the Bank account of the tenderer .

22.5 The compensation for interruption of service rendered by the Contractor, or cost of materials or stores lost or damaged while carrying out the work or cost of defective components, spares or tools towards damage of other utility services while carrying out the work will be deducted from the bills submitted for payment. The Security Deposit

shall be considered for adjustment against compensation/other sum due, only at the time of final settlement of bills.

23. TERMINATION, OTHER THAN DUE TO THE DEFAULT OF CONTRACTOR

23.1 The contract will be terminated at any time by written notice stating the reasons for such cancellation or termination to the Contractor, in which event the Contractor shall be entitled to payment for the work done up to the time of such cancellation. In all such cases, the written notice shall be served to the Contractor at least four weeks in advance from the probable date of cancellation/termination. No compensation shall be payable to the Contractor towards any purchases of and hiring of manpower and other material for use in respect of the work.

23.2 If the 'BSNL' shall not require the whole work or part thereof to be carried out as specified in the Tender Document at any time, after the commencement of the work, the contractor shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of work in full, but which he did not derive in consequence of the full amount of the work not having been carried out.

24. DEMISE OF THE CONTRACTOR BEFORE FULFILLING THE CONTRACT

24.1 Without prejudice to any of the rights or remedies under this contract, if the Contractor expires, the contract will be terminated without forfeiting the Security Deposit to the 'BSNL' or any compensation to the Contractor, which does not amount to Breach of the contract. Any amount payable to the 'BSNL' under this contract shall be recoverable from any payment due to him or from the Security Deposit.
24.2 In case of the demise of the Contractors, their legal heirs/representatives shall not without the written consent of the GMTD Kadapa or the authorized Officer-in-charge, have the right to continue to execute the works or engagements of the Contractor or under the contract.. In all such cases proof of death and other relevant documents to this effect shall be submitted to the Officer- in-charge in writing.

25 PENALTY FOR BREACH OF CONTRACT

25.1 When the Contractor has made himself liable for breach of contract under any of the aforesaid reasons, the Officer-in-Charge for and on behalf of the BSNL' shall have powers.
i) To terminate or rescind the contract as aforesaid after proper notices to the contractor (of which termination or rescission order in writing to the Contractor by the Officer- in-charge shall be conclusive evidence). Upon such termination or rescission the Security Deposit remitted by or recovered from the Contractor under the contract shall be forfeited and shall be absolutely at the disposal of 'BSNL'.

ii) To measure up the quantum of work completed in all respect of the Contractor after giving notice to the Contractor, and to take such part there of as shall be unexecuted out of his hands and to give it to another Contractor to complete, in which case the Earnest Money Deposit and Security Deposit submitted by the former Contractor shall be forfeited and shall be absolutely at the disposal of the 'BSNL'
iii) To debar the Contractor from participating in any of the tenders, pertaining to that Division/Area in case the Breach of Contract is being committed for first time, or that pertaining to all the Divisions under the jurisdiction of a Deputy General Manager/Area Manager, in case the Breach of Contract is being committed for second time or further, for a period of one year from the date of issue of termination or rescission order by the Officer- in-charge.

25.2 In any case in which any of the powers conferred upon the Officer- in-Charge by the above clauses, shall have become exercisable and the same shall not be exercised, the non-exercise there of shall not constitute a waiver of any of the conditions thereof and such powers shall be not withstanding be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected.

25.3 The Contractor whose work has been terminated or rescinded due to breach of contract and carried out through another Contractor shall not have any right to initiate any legal proceedings to stall the work. Upon receiving the termination or rescission order in writing, under the hand of the Officer- in-Charge, the Contractor shall return the unused materials supplied by the 'BSNL' , if any within the date specified in the termination or recession order, otherwise the cost of the materials supplied by the 'BSNL' shall be recovered from the Contractor as per the Clause, contained in the Section of the Tender documents.

25.4 In the event of any one or more of the courses of action, that may be adopted by the Officer- in-charge, in accordance with the aforesaid clauses contained in this section of the Tender document, the Contractor shall have no claim for compensation towards any loss sustained by him by reason of having purchased or procured any materials or entered into any engagements or made any advances on account of the execution of the work or the performance of contract.

25.5 In the event of failure on the part of the contractor to carry out the particular work assumed to a particular station/unit or for any unsatisfactory performance reported from any of the unit, a penalty to the tune of **0.5% of the monthly contracted amount** per day per unit will be deducted from the monthly bill paid to the contractor.

26 ARBITRATION

26.1 In the event of any question, dispute or difference arising under this Tender or in any connection there-with except as to matter the decision of which is specifically provided under this Tender, the same shall be referred to the sole arbitration of Chief General Manager Telecom, A.P. Circle, Vijayawada or any other person appointed by the CGMT AP Circle Vijayawada.

26.2 There will be no objection to any such appointment that the Arbitrator is a Government servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, what so ever, CGMT A P Circle Vijayawada shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

26.3 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to the aforesaid Indian Arbitration Act,1940 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be the Office of the General Manager, Telecom District, Kadapa or such other places as the arbitrator may decide.

27. The near relatives of the BSNL employees (non-executive employees working in Kadapa SSA and Executive Employees (also called Group A & Group B) officers working in Kadapa SSA) either directly recruited or on deputation are prohibited from participation in this tender. 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) & Daughter's husband (son- in-Law), brother(s) & brother's wife, Sisters(s) & Sisters husband(brother- in- law).

A Certificate to this effect be given in the prescribed proforma enclosed.

28. The Tenderer has to sign in all pages of Tender documents as a token of having read, understood and accepted all the terms and conditions of the contract/Tender. He has to submit the entire tender document while bidding.

Sd/-
Asstt. General Manager (Admin)
% GM Telecom,District BSNL,
Kadapa-516001 ,Phone : 08562-249901
Mail_id : agmadmin_cdp@bsnl.co.in

ANNEXURE-I

TENDERERS PROFILE

1	Name and full address of the tenderer.	
2	Phone Numbers	Landline : Mobile :
3	Email ID	
4	Status of tenderer, whether Proprietary concern /Partnership Firm / Ltd Company	
5	Name of authorized signatory who is empowered to sign the agreement, other documents and correspondence	
6	Details of past experience in the line	
7	**EMD Particulars**	
	EMD Amount	Rs
	DD/ Receipt No	
	Date	
	Bank	
8	APGST No & date	
9	Are you a Public sector/ Central Govt./ State Govt. Undertaking. If so, furnish documentary proof.	
10	Goods & Service Tax regn. No,	
11	EPF Registration No.	
12	ESI Registration No.	
13	TIN	

I have read and understood the terms and conditions of the Tender Document and abide by the provisions contained therein

Place

Date Rubber Stamp

Signature of bidder

Annexure II

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender No. GMTD-CDP/2019-20/Gen/BSNL-H K S /e-Tender/1 dated at Kadapa the 15-07-2019

Subject: Authorization for attending bid opening on 14-08-2019 (date)

In the tender for providing House keeping services in Kadapa SSA for the year 2019-20

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

Order of Preference	Name	Specimen Signatures
1.	……	
2.	……	
Alternate Representative		

Signature of bidder
Or
Officer authorized to sign the bid
Documents on behalf of the bidder.

1. Maximum of two representatives will be permitted to attend the bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not recovered.

(Certificate on Non-Participation of near Relative in the tender called for, for providing services for Sweeping & Cleaning) vide No…… dated as required under Clause26 of Bid Documents)

Annnexure-IIIA

CERTIFICTE OF NO NEAR RELATIVES WORKING

I ----------S/o, ----------
R/O----------hereby certify that none of my relative(s) as defined in **Clause 27 of tender document is / are employed in BSNL** units in Kadapa SSA as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action against me as deemed fit/without any intimation to me".

Signed----------

Name (Caps)----------

Address:----------

Date----------

ANNEXURE –III-B

STATIONS WHERE SWEEPING & CLEANINGS ARE REQUIRED

Section-A

(Technical Buildings)

Sl.No	DIVISION	Name of the Exchange	SDCA	Office in charge	No. Of hours per day.
1	DE, KADAPA	KADAPA MBM	Kadapa	SDE(ID), MBM Kadapa	15
6	DE, PRODDATUR	SIDDAVATAM	Siddavatam	SDE (Gr) BVL	2
7		BADVEL	Badvel	SDE(Gr)BVL	3
8		MBM, PRODDATUR	Proddatur	SDE(Phones) - PDT	8
9		RBM, VASANTHAPET, PDT	Proddatur	SDE(Phones)-PDT	2
11		KAMALAPURAM	Kamalapuram	SDE-(Gr) -YGL	2
14		YERRAGUNTLA	Kamalapuram	SDE-(Gr) -YGL	2
16		MYDUKUR	Proddatur	SDE-(Gr)PDT	2
17		JAMMALAMADUGU	J. Madugu	SDE(Gr)JGU	4
18		MUDDANUR	J. Madugu	SDE(Gr)JGU	2
19	DE, PULIVENDLA	PULIVENDULA	Pulivendula	SDE(Gr)PLVL	4
20		SIMHADRIPURAM	PLVL(Gr)	SDE(Gr)PLVL	2
21		VAIMPALLI	Vaimpalli	SDE-(Gr)-VMP	2
22	DE, RAYACHOTY	RAYACHOTY	Rayachoty	SDE (Gr)-RAY	3
23		LAKKIREDDIPALLI	L.R.Palli	SDE (Gr)-RAY	2
25	DE RAJAMPETA	KODUR	Kodur	SDE-(Gr)-Kodur	4
26		CHITVEL	Kodur	SDE-(Gr)-Kodur	2
					61

Section-B

(Administrative Buildings)

Sl No		Name of the Administrative Office	Location	Station	Name of the SDE	No. of Hours per day
1	AGM(PLG) KADAPA	BSNL New Staff Quarters	Almaspet	Kadapa	SDE(PLG), Kadapa	6
2		P & T Quarters	R.R. Street	Kadapa	SDE(PLG), Kadapa	2
4		Telecom Store Yard	Almaspet	Kadapa	SDE(MM), Kadapa	2
5	AGM (ADMIN) KADAPA	GMTD office, CSC, Old CXL Bldg & compound	Near I town P.S.	Kadapa	SDE(Admin), Kadapa	15
		CAF section	% GMTD Kadapa	Kadapa	SDE(CAF) Kadapa	6
		New Annex Building	Near I town P.S	Kadapa	SDE(Admin), Kadapa	3
6	DE, KADAPA	GM Residential Quarters	Tele. Exch Kadapa	Kadapa	SDE(ID), Kadapa	2
7		Inspection Quarters I & II	Tele. Exch Kadapa	Kadapa	SDE(ID), Kadapa	3
8	DE, PULIVENDLA	O/o DE(Mtce) , O/o SDE(Gr) & CSC in quarters	Puli vendula	Puli vendula	SDE(Gr), Pulivendula	2
9	DE, RAJAMPETA	DE(Mtce), SDE(Gr) RBM & CSCs	R.S.Road	Rajampeta	SDE(Gr), Rajampeta	3
10	DE, RAYACHOTY	Telecom quarters	Beside Exchange	Rayachoty	SDE (Gr) Rayachoty	2
11		O/o DE , SDE(Gr) & CSC in quarters				
	TOTAL HOURS					**46**

ANNEXURE-IV

For the BID SECURITY/ EMD Guarantee

(To be typed on Rs.100/- non-judicial stamp paper)

WhereasM/s…….....R/o ..... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs...../- (Rupees in words.....) (hereafter known as the "BG Amount") valid up to ...../..../..... (hereafter known as the the "Validity Date") in favour of GMTD, BSNL, Kadapa (hereafter referred to as BSNL) for participation in the tender for '**E-tender for House keeping works in BSNL offices, Kadapa SSA**" vide **TENDER NO. GMTD-CDP/2019-20/ Gen/BSNL-HKS/e-Tender/1 dated 15/07/2019.**

Now at the request of the Bidder, We …….....… Bank ..... Branch having ……. (Address) and Registered office address as …… ……...…… …… …… ……(Hereinafter called 'the Bank") agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "BG amount".

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.

4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained ;

(a) The liability of the Bank under this guarantee is restricted to the "BG Amount" and it will remain in force up to its Validity date specified above

(b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

Signature of bidder

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash), O/o GMTD, BSNL, Kadapa payable at Kadapa.

8. The Bank guarantees 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 (Signature of the Bank Officer)

Date:…… Rubber stamp of the bank

ANNEXURE-V

PERFORMANCE SECURITY GUARANTEE (BOND FORM)

(To be typed on Rs.100/- non-judicial stamp paper)

Whereas GMTD, BSNL, Kadapa R/o ……. …… (hereafter referred to as BSNL) has issued work order no. ……..…… Dated ……/……/20….. awarding the work of ……..... to M/s ……..…….....…… R/o..... (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of GMTD, BSNL,Kadapa of Rs ...../- (hereafter referred to as "B.G.Amount") valid up to ……/……/20 (herein after referred to as "Validity Date")

Now at the request of the Bidder,

We ……Bank..... .....Branch having.....(Address) and Regd. office address as ..... (Hereinafter called 'the Bank") agreed 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 BG 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 Validitydate.

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.

(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 "AO (Cash) O/o GMTD, BSNL, Kadapa" payable at Kadapa.

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

Place: ……

Date:…… (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: …….

Name of the Bank officer: ……

Designation: ……

Complete Postal address of Bank: ……

……

Telephone Numbers ……

Fax numbers……

ANNEXURE-VI

PRE RECEIPT FOR REFUND OF EMD

Received Rs……(Rupees……only) from, the Accounts Officer(Cash), BSNL, O/o GM TD, Kadapa, being the refund of EMD made against tender notice No. GMTD-CDP/2019-20/Gen/BSNL-HKS /e-Tender/1 dated at Kadapa the 15-07-2019 vide receipt No……. Dated ……

Signature of Tenderer

(Please affix revenue stamp here)

Name:
Address:

PHONE No.

Date :

Note : 1. EMD will be returned only after the finalization of tender.

2.This should be filled in completely at the time of submission of tender Documents.

3. Receipt in original to be enclosed

ANNEXURE -VII

(In Non judicial stamp paper worth Rs.100/-)

(ANDHRAPRADESH)

AGREEMENT

This agreement made on this ……day of……..2019 between Bharat Sanchar Nigam Limited, a Governemnt of India Undertaking having its registered office at Bharat Sanchar Bhavan, Harish Chandra Mathur Lane, Janapath, New Delhi-110001 & local office at Office of General Manger Telecom District BSNL Kadapa-516001 herein after called the first party and ……second party name & address….. S/o……second party……..

Whereas M/s BSNL invited bids for executing the works as mentioned in the tender notice no. GMTD-CDP/2019-20/Gen / BSNL-HKS /e-Tender/1 dated at Kadapa the 15-07-2019 of BSNL Kadapa

Whereas the second party has offered their willingness to carry out the sweeping and cleaning work of all the units of Kadapa SSA as per the rates accepted …… and whereas the first party is agreeable for availing the services of the second party as per the rates mentioned and terms and conditions stipulated in the above tender documents.

1. Second party shall undertake the sweeping & cleaning work of the all units in Kadapa SSA as mentioned in section-A & B of annexure-IIIB

2. The second party acknowledged that they have fully understood and are aware of the terms & conditions of the tender given in the above said Tender Documents and do hereby unequivocally and unconditionally undertake and declare that:-

i) The Second party shall comply with all the rules/regulations/laws/Government Instructions/.Statutes etc that are applicable/will be made applicable and/ or are aimed to protect the interest of the workers/ employees employed by me /us in the past and during the course of execution the above said contract with BSNL.

(ii) The Second party shall fully protect, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, losses, actions, judgments, damages, fines ,penalties, and costs(including legal cost & disbursements) arising from or relating to ;

(iii) Any breach/violation of any directions, order from any Governmental authority, any provisions of the lab our laws or any other laws, statute or regulations, that are or will be aimed to protect the interest of the orders /labourers engaged by the contractor in past and during the course of this contract.

(iv) If the works and conduct of any of the labourers used by the second party for carrying out of the works are not amendable to discipline and/or to the rules and regulations of BSNL or are not in the interest of BSNL, the services of such labourers shall be replaced immediately by the second party on giving notice by the first party.

(v) The contract shall be terminated at any time for non- compliance of terms, misbehavior or unsatisfactory work involving loss to BSNL and such loss will be made good from the amount that may become due to the second party and entail forfeiture of the security deposit.

OR

Any other payments, claims or liability that may arise from ensuring complainer of the provisions of any of the labour laws or any other laws etc.

OR

Any other claim made by any 3rd party in connection with any violation of any of the laws, guidelines instructions etc.

3. In the event of failure on the part of the contractor to carry out the particular work assumed to a particular station/unit or for any unsatisfactory performance reported from any of the unit, a penalty to the tune of **0.5% of the monthly contracted amount** per day per unit will be deducted from the monthly bill paid to the contractor.

4. The Second party shall submit Bills with all supporting documents mentioned in clause 18.3 to the concerned Officer- in-Charge before **5th of each month** for issuing a certificate of satisfactory execution of works. Payments by the Contractor to his workers will be made before **7th of every month** in the presence of a representative of BSNL. Such payment will not be linked to the payments to be made by BSNL to the contractor.

5. The period of this agreement shall be valid for a period of One year from……..and shall be automatically terminated on expiry of the period without any further notice unless otherwise extended by a written communication from the first party.

6. The contract will be terminated at any time by written notice stating the reasons for such cancellation or termination to the Contractor, in which event the Contractor shall by entitled to payment for the work done up to the time of such cancellation. In all such cases, the written notice shall be served to the Contractor at least four weeks in advance from the probable date of cancellation/termination. No compensation shall be payable to the Contractor towards any purchases of and hiring of manpower and other material for use in respect of the work.

In Witness whereof this undertaking has caused on the ……

Day …… Month of……2019.

Date :

Place :

Authorized signature for

II nd party

Signature
Name & Address

Witness :

1 …….

2. ……

Authorized signature for

I st party

For BSNL Kadapa SSA

Assistant General Manager(Admin),
For GMTD, BSNL, Kadapa

Witness :

1 …….

2. ……

Bharat Sanchar Nigam Limited

(A Govt. of India Enterprise)

O/o General Manager Telecom District, BSNL, KADAPA - 516001

E- Tender For Providing Housekeeping Services (Sweeping and Cleaning works) in Telephone exchanges/offices as per schedule of requirements in KADAPA SSA for year 2019-20

No. GMTD-CDP/2019-20/Gen / BSNL-HKS /e-Tender/1 dated at Kadapa the 15-07-2019

FINANCIAL BID

(Pages 35 to 38)

BHARAT SANCHAR NIGAM LIMITED
Office of the General Manager Telecom District, BSNL, KADAPA

SCHEDULE OF REQUIREMENTS & ESTIMATED WAGES.

No. GMTD-CDP/2019-20/Gen/BSNL-HKS/e-Tender/1 dated at Kadapa the 15-07-2019

Description of work :

i) Sweeping and Cleaning of BSNL Offices / Telephone Exchanges, stair cases, Corridars and Compound (open area) & the rubbish to be cleared daily.
ii) Cleaning of toilets & urinal basins (twice a day) with phenyl mixed water daily & putting napthalene balls
iii) Day to day cleaning of office equipments, tables, chairs, racks,
Iv) Cleaning of windows, glass panels etc., with antistain liquid once in a week
v) Cleaning of Fans, tube lights fittings, removing cobwebs etc..
vi) Wet cleaning of floors using phenyl mixed water, removing cobwebs
Vii) Any other cleaning work assigned by the incharge of the location and has to be carried out at no extra cost.
Viii) Th cost of broom sticks, buckets, cloth, phenyl & and other sanitory items are to be borne by the contractor

Details of work & Estimated Cost based on current orders related to minimum wages. .

Section-A

(Technical Buildings)

Sl.No	DIVISION	Name of the Exchange	SDCA	Office in charge	No. Of hours per day.
1	DE, KADAPA	KADAPA MBM	Kadapa	SDE(ID), MBM Kadapa	15
6	DE, PRODDATUR	SIDDAVATAM	Siddavatam	SDE (Gr) BVL	2
7		BADVEL	Badvel	SDE(Gr)BVL	3
8		MBM, PRODDATUR	Proddatur	SDE(Phones) - PDT	8
9		RBM, VASANTHAPET, PDT	Proddatur	SDE(Phones)-PDT	2
11		KAMALAPURAM	Kamalapuram	SDE-(Gr) -YGL	2
14		YERRAGUNTLA	Kamalapuram	SDE-(Gr) -YGL	2

16		MYDUKUR	Proddatur	SDE-(Gr)PDT	2
17		JAMMALAMADUGU	J. Madugu	SDE(Gr)JGU	4
18		MUDDANUR	J. Madugu	SDE(Gr)JGU	2
19	DE, PULIVENDLA	PULIVENDULA	Pulivendula	SDE(Gr)PLVL	4
20		SIMHADRIPURAM	PLVL(Gr)	SDE(Gr)PLVL	2
21		VAIMPALLI	Vaimpalli	SDE-(Gr)-VMP	2
22	DE, RAYACHOTY	RAYACHOTY	Rayachoty	SDE (Gr)-RAY	3
23		LAKKIREDDIPALLI	L.R.Palli	SDE (Gr)-RAY	2
25	DE RAJAMPETA	KODUR	Kodur	SDE-(Gr)-Kodur	4
26		CHITVEL	Kodur	SDE-(Gr)-Kodur	2
					61

Section-B

(Administrative Buildings)

Sl No		Name of the Administrative Office	Location	Station	Name of the SDE	No. of Hours per day
1	AGM(PLG) KADAPA	BSNL New Staff Quarters	Almaspet	Kadapa	SDE(PLG), Kadapa	6
2		P & T Quarters	R.R. Street	Kadapa	SDE(PLG), Kadapa	2
4		Telecom Store Yard	Almaspet	Kadapa	SDE(MM), Kadapa	2
5	AGM (ADMIN) KADAPA	GMTD office, CSC, Old CXL Bldg & compound	Near I town P.S.	Kadapa	SDE(Admin), Kadapa	15
		CAF section	% GMTD Kadapa	Kadapa	SDE(CAF) Kadapa	6
		New Annex Building	Near I town P.S	Kadapa	SDE(Admin), Kadapa	3
6	DE, KADAPA	GM Residential Quarters	Tele. Exch Kadapa	Kadapa	SDE(ID), Kadapa	2
7		Inspection Quarters I & II	Tele. Exch Kadapa	Kadapa	SDE(ID), Kadapa	3
8	DE, PULIVENDLA	O/o DE(Mtce) , O/o SDE(Gr) & CSC in quarters	Puli vendula	Puli vendula	SDE(Gr), Pulivendula	2
9	DE, RAJAMPETA	DE(Mtce), SDE(Gr) RBM & CSCs	R.S.Road	Rajampeta	SDE(Gr), Rajampeta	3
10	DE,	Telecom quarters			SDE (Gr)	

11	RAYACHOTY	O/o DE , SDE(Gr) & CSC in quarters	Beside Exchange	Rayachoty	Rayachoty	2
	TOTAL HOURS					**46**

EXPLANATORY NOTE ON ESTIMATED COST

The wages per month per shift presented has been computed on the basis of minimum wages to be paid as applicable to the locations concerned. The basic rate has been taken as per the Chief Labour commissioner Newdelhi letter No.1/8(5)/2019-LS-II dated 27-03-2019 to which the VDA as applicable w.e.f. 01-04-2019 has been added for 8 Hour duty. The workers working for lesser number of hours in this job will be paid proportionately. The wages to be paid to workers engaged by the contractor cannot fall below the rates presented in the Schedule of Standard Wages forming part of the financial bid. In addition, the contractor has to pay mandatory dues like EPF, ESI, GST, etc as applicable. The statutory deduction as applicable now and its current rates are furnished in the financial bid form. Any increase / decrease in the estimated cost arising out of the revision of basic minimum wages, rate of VDA and mandatory dues to be borne by the contractor will be reimbursed by BSNL. The bidder will only quote the service charges to be paid as lump sum per month. The service charge will include the cost of cleaning materials to be used for the work. The rate of service charges as quoted by the bidder shall remain unchanged during the entire tenure of the contract irrespective of any revisions occurring for any elements constituting the estimated costs viz. wages, VDA etc, Consequently, there shall be no change in the actual amount of service charges accruing to the contractor under this tender during the entire period of the contract. The service charge to be quoted shall take care of costs to be borne by the contractor including cost of cleaning equipments, cleaning materials, utensils, etc and also any additional cost on employees beyond the minimum wages as applicable from time to time. BSNL shall be liable to reimburse only the minimum wages and statutory contributions to be made by the contractor corresponding to such minimum wages.

TENDERER'S QUOTATION

PRICE BID QUOTATION (ON LINE)

No. GMTD-CDP/2019-20/Gen/BSNL-HKS/e-Tender/1 dated at Kadapa the 15-07-2019

Having Examined the Tender Documents, terms and conditions stipulated therein, Specification of work etc. the under signed offers to execute the work as detailed in the tender documents concerned at rates as specified below for providing housekeeping services in Kadapa SSA for the year 2019-20

S.No	Description		
1	Minimum wages fixed per hour for each person for duty for sweeping & cleaning excluding activities prohibited under the employment of manual scavengers and construction of dry latrines Act, 1993 as per Chief Labour commissioner© ND no. 1/8(5)/2019-LS-II dated 27.03.2019 and EPF, ESI will be paid at prescribed rates	Wages as applicable from time to time	
2	% (percentage) of Contractor administrative/ supervisory expenses. It should be quoted upto a maximum of 5% wages only and should include sanitary consumables also. **Note**:- The financial bid having zero or Nil percentage may lead to rejection of the financial bid.	In figures	In words

Note :

1. The Administrative expenses include Sanitary Consumables.
2. With effect from 01.04.2019 the minimum rate of wages for unskilled labour is Rs.350/- + VDA @ Rs 40/- per day for C-Area.
3. The tender will be evaluated on the basis of L1 as quoted at Sl no.2 above.

Signature of Bidder :

(Seal)
Name :