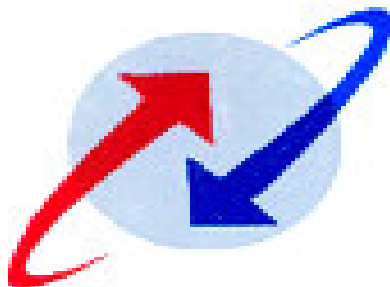


# **TENDER DOCUMENT**



**BHARAT SANCHAR NIGAM LIMITED**

**(A Government of India Enterprise)**

**Office of the General Manager Telecom**

**MANDYA-571 401**

**TENDER FOR HOUSE KEEPING AND  
UPKEEPING SERVICES AT VARIOUS  
EXCHANGES / OFFICES IN MANDYA SSA**

**NIT No.G/Genl-Corr/HK-UK/I/2009-10/21**

**Dated at Mandya, the 01-08-2009**



## **BHARAT SANCHAR NIGAM LIMITED**

(A Government of India Enterprise)  
Office of the General Manager Telecom,  
Telephone Exchange Building, MANDYA-571 401.

**No.G/Genl-Corr/HK-UK/I/2009-10/21**

**Dated at Mandya, the 01-08-2009**

### **NOTICE FOR INVITING TENDER**

On behalf of Bharat Sanchar Nigam Limited, General Manager, Mandya invites sealed (PVC or wax) tender for House-keeping and Up-keeping services in Mandya SSA from enlisted / experienced contractors.

Sale of tender document on all working days	Between 1030 hrs to 1500 hrs, From 01-08-2009 to 21 -08-2009
Last date for submission of tender document	22 -08-2009 at 1300 hrs
Date of tender opening	22 -08-2009 at 1500 hrs.

For details please contract AGM(Admn), O/o GMT, Mandya

Ph. No.08232-222000, M-9449850067

See our website [www.karnataka.bsnl.co.in](http://www.karnataka.bsnl.co.in)

**Sd/-**

**Assistant General Manager (admin)  
O/o GMTD, Mandya-571 401.**



**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)  
**Office of the General Manager Telecom,**  
**Telephone Exchange Building, MANDYA-571 401.**

**OPEN TENDER DOCUMENT  
FOR  
HOUSE KEEPING AND UPKEEP SERVICES AT VARIOUS  
EXCHANGES/OFFICES IN MANDYA SSA**

Issued to M/S..... ..... ..... .....
Particulars of payment towards cost of tender form  :
Date of Issue:
Signature of issuing officer with designation:
<b>In case Web Site downloaded document: Cost of Tender Document Rs.562.00 by way of DD obtained from any Scheduled Bank in favour of BSNL Mandya payable at Mandya to be submitted along with the completed tender Document( <u>along with Technical BID</u>)</b>

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**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)  
**Office of the General Manager Telecom,**  
**Telephone Exchange Building, MANDYA-571 401.**

**TENDER SCHEDULE FOR “ HOUSE –KEEPING AND UPKEEPING SERVICES ” AT  
VARIOUS EXCHANGES/OFFICE PREMISES IN MANDYA SSA.**

**Section-I**

**Tender Application Form**

From

Signature of tender issuing authority.

To

Shri  
Asst.General Manager [Admin],  
O/O GM, BSNL,  
Mandya.

Sir,

**Sub: Tender for “House Keeping and Upkeeping Services” reg.**

I/We hereby offer my/our tender for “House Keeping and up keeping services” **as** required by your office along with proof of registration of firm, registration with labour commissioner, income tax clearance and experience certificate.

I am enclosing herewith a demand draft for Rs 100000/-[Rupees one lakh only] of .....bank, drawn in favour of BSNL Mandya Telecom District towards EMD.

I.....S/o.....

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

If the tender is accepted I/we agree to abide by the terms and conditions framed in the above tender notice.

Thanking you,

Place:

Yours faithfully

Date:

Signature of bidder.  
Address with pin code /seal

## Section II Bidder's Profile

1	Name of the firm and registered address (passport size photograph of the sole proprietor or authorized partner or authorized representative of the company to be affixed)		Please affix passport size photograph and sign across the photograph
2	Whether it is sole proprietor/ partnership Firm / private limited company		
3	Name and address of the person applied who has signed in the bid application authorized to enter into and execute contract agreement and the capacity in which he is authorized.		
4	Permanent Income tax Account No.(copy to be enclosed)		
5	EPF code No. (copy to be enclosed)		
6	ESI code No. (copy to be enclosed)		
7	Details of current license from Labour Dept.(copy to be enclosed)		
8	Whether the Firm is having branches at more than one place if so details		
9	No. of workforce under the command of the Firm/Agency that can be simultaneously engaged and the time required for mobilizing such no of workforce and maximum no that can be mobilized with a period of one month from the date of order		
10	Previous Experience data (copy to be enclosed)		
11	Declaration that No. dues to be paid to Law enforcement authorities like EPF/ESI and no violation noted by Labour enforcement( PI refer annexure VI )		
12	Service Tax registration No. (copy to be enclosed)		
13	Bank Account No. along with Bank code for ECS( copy of the cancelled cheque to be enclosed)		
14	EMD particulars DD NO. amount		

**Signature of the bidder.**

**Section-III**  
**BHARAT SANCHAR NIGAM LIMITED**  
[A Government. of India Enterprise]  
**OFFICE OF THE GENERAL MANAGER, BSNL, MANDYA – 570401.**

**TENDER SCHEDULE**

On behalf of the CMD, Bharat Sanchar Nigam Limited, the General Manager, BSNL, Mandya invites WAX / PVC SEALED TENDERS from the registered contractors / firms who have registered with Regional Labour Commissioner and having experience in the concerned field for undertaking contract for " **House keeping and upkeeping services**" at various exchanges / office premises in Mandya SSA viz. MANDYA DISTRICT.

Cost of Tender form	Rs.562/- (Inclusive of all taxes) (Rupees Five Hundred sixty two only) against Demand Draft drawn in favour of BSNL Mandya TD.
Sale of Tender Documents	Between 1030 hrs. to 1500 hrs on all working days From 01/08/2009 to 21/08/2009
Tender Document can be had from	General section O/o G.M. BSNL, Telephone exchange, Mandya –571401
Estimated cost put to tender	Rs 25,00,000-00( Rs Twenty five lakhs only)
EMD	Rs 1,00,000-00 Rs one lakh only in the form of DD in favour of BSNL Mandya payable at Mandya
Last date for receipt of Tender	22/08/2009 up to 13.00 hrs.
Date of opening of tender	22/08/2009 at 15.00 hrs.

The General Manager, BSNL Mandya reserves the right to postpone the date of opening of the tender or cancel the tender Notice without giving any reason. Any request from the bidder to postpone or to change date of opening of the tender due to any reason what so ever, shall not be considered the Tender, which is not accompanied by the requisite bid security (EMD), shall be summarily rejected. Tender will not be accepted/received after expiry of date and time. The General Manager BSNL Mandya reserves the right to reject any or all tenders without assigning any reason what so ever.

**Signature of the Bidder**

Period of contract is 12 months from the date of agreement (unless otherwise specified)

The General Manager, BSNL Mandya reserves the right to disqualify such bidders who had a record of not meeting the contractual obligation against earlier contracts entered into.

The bidder can visit the office during office hours for guidance and contact the SDE(Genl) for obtaining the details of works to be attended.

General Manager,  
BSNL, Mandya -1.

Signature of the bidder.





Section-IV  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Government. of India Enterprise)  
**Office of the General Manager Telecom, MANDYA-1**

**No.G/Genl-Corr/HK-UK/I/2009-10/21**

**Dated at Mandya, the 01-08-2009**

**TENDER NOTICE**

On behalf of CMD, Bharat Sanchar Nigam Limited, WAX / PVC sealed tenders are invited by the General Manager, BSNL, Mandya for “**House keeping and upkeeping Services**” in various offices and exchanges in Mandya Telecom District viz. Mandya Revenue District, from registered contractors/firms registered with the Regional Labour Commissioner and having experience OF MINIMUM of two years in similar job for at least an area of 1500 sq.mts in State/Central/PSU's on contract basis as detailed and as per the terms and conditions listed below.

**I BID security(EMD)**

The bidder shall furnish as part of his bid the bid security (EMD) of Rs 100000 (Rs one lakh only) to be paid in the form of demand draft drawn in favor of BSNL Mandya District. Mandya

- 1.1. The bid security is required to protect the company against the risk of bidder's conduct, which would warrant the security's forfeiture.
- 1.2 A bid not secured with EMD shall be rejected as non-responsive
- 1.3 The bid security of the unsuccessful bidder will be refunded as early as Possible after finalization of the tender
- 1.4 EMD/SD amount of successful bidders will be forfeited to the BSNL in case of the following
  - a. If the successful bidder fails to carry out the job after acceptance of the Tender in accordance with the Terms and Conditions of the tender as mentioned in the schedule of works.
  - b. If the bidder withdraws from the work during the currency of the tender period.
  - c. Any damages caused to any of the property of the BSNL and delay in carrying out the work as per Tender Terms.

**Signature of the Bidder**

- d. If the bidder fails to remit Security Deposit within the due date
- e. This may further warrant imposition of liquidated damages and / or terminating of the contract.

The successful bidder's bid security will compulsory be converted to performance security deposit

## **II BID Price:**

The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

## **III Period of validity of bids:**

Bid shall remain valid for 120 days from the date of opening of the bid. A bid valid for a shorter period shall be rejected by the company as non-responsive

## **IV Signing of the bid:**

The Tenderer must carefully read all the terms and conditions and job specifications before filling up the tender schedule and his quotation. Tenderers are requested to get well versed with the tender conditions/guidelines written hereunder. The bidder shall submit, as a part of his bid, the bid documents (in original) **duly signed on each and every page** establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract. The bidder is advised to keep photocopy (at his own cost) of the bid documents for his own reference. The prospective bidders are advised to make a detailed study of the job for which they are bidding and familiarize themselves with the nature of the jobs, taking into account the distance between the places, nature of work involved etc, before quoting

The bid shall contain no inter lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case, the person or persons signing the bid shall attest such corrections with signature and date

Any tender with conditions other than those specified in the tender documents is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.

**Signature of the Bidder**

## **V Submission of Bids:**

- a). The sealed tenders along with the earnest money deposit of Rs1,00,000-00(Rsone lakh only )by way of Demand draft drawn in favor of BSNL Mandya TD will be accepted up to 13.00 hours of 22/08/2009
- b) The sealed tenders should be addressed to Shri A.V.Srikantan, **Asst. General Manager [Admin], O/O General Manager, BSNL, Mandya-570401** and should reach on or before 13.00 hours of 22/08/2009. Tenders without wax/pvc sealed as well as tenders without EMD will not be considered. Further Tenders sent by post if delivered by the Post after the expiry of the specified time, will only be recorded but not opened or considered. Such tenders will be opened when a request is made by the Tenderer to return any demand draft/ bank guarantee/pay order enclosed as EMD In such cases the DD/Bank guarantee will be returned in original and other documents will be recorded and not returned.
- c) On envelope the name of the bidder must be clearly mentioned and should be properly sealed on all the adjoining sides (with sealing wax/packing PVC tape) The bid which are not submitted in the above mentioned manner will be summarily rejected
- d) The bidder should ensure the delivery of the bids at the correct address. BSNL Mandya shall not be held responsible for delivery of bid to the wrong address.
- e) The completed tenders should be dropped in the tender box kept for this purpose in the o/o GMT, BSNL Telephone exchange building Mandya within due date and time. The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented in person after the sealing of the tender box will not be received

## **Note:**

Separate tender document is to be prepared for **Technical** and **Financial** bids as per the details explained below:

(a) The **Technical bid** should contain all the sheets of tender document and certificates as per **Annexure I**, Duly wax /pvc sealed and cover should be super scribed as Technical Bid

**Signature of the Bidder**

(b) The **Financial** bid in the separate envelope should contain complete information as per **Annexure IV** duly wax/pvc sealed and cover should be super scribed as Financial Bid

The above said two covers (Technical and Financial bid) should be kept in a common cover duly wax/pvc sealed

## **VI Amendment of the bid documents:**

At any time, prior to the last date for of submission of bids, BSNL may, for any reason whether 'suo motto' or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments

The amendments shall be notified in writing or by fax to all prospective bidders on the address intimated at the time of purchase of bid document from BSNL and these amendments will be binding on them

In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, BSNL may at its discretion extend the deadline for the submission/opening of bids suitably.

## **VII Postponement of tender opening:**

Whenever it is considered necessary to postpone the date of opening of tenders, quick decision will be taken and communicated to the tenders who have purchased the documents and shall be at least one day before the original date of opening. Such notice of extension of date of opening shall also be put up on the Notice board and also published in the newspaper in which original NIT had been published. If the date of opening of bid is declared as holiday, the bids will be opened on the next working date at the same time and venue

## **VIII Tender opening:**

- a) First the outer cover containing both Technical bid cover and Financial bid cover will be opened followed by opening of technical bid at 15.00 hrs of 22/08/2009 in the office of the GMT BSNL, Mandya in the presence of such of the tenders or their authorized agent who may be present at that time. The authorized representative should bring a letter of authority from the bidder.(**Annexure II**). The approved bidder has to undertake works in this SSA (Mandya District) whenever required as per the terms and conditions.

**Signature of the Bidder**

- b) The Financial bid of only such bidders in **Annexure IV** who qualify in the Technical bid evaluation, will only be opened subsequently. The date, time and venue of opening of financial bid will be communicated separately after technical bid evaluation.
- c) In case there is discrepancy in figures and words in the quote, the same shall be announced in the financial bid opening and the quote in word shall prevail

**IX Preliminary evaluation:**

BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, and whether the documents have been properly signed and bids are generally in order;

Prior to the detailed evaluation, Mandya TD will determine the substantial responsiveness of each bid to the bid documents. For purpose of these clauses a substantially responsive bid is one, which conforms to all the terms and conditions of the bid documents without deviations. The company's determination of bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence

BSNL may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waive, does not prejudice or affect the relative ranking of the bidder:

Tender will be accepted and contract finalized by BSNL Mandya with those of the Tenderer who, in the opinion of BSNL Mandya, are having the capacity and resources to execute the work assigned in the prescribed time.

**X Award of contract:**

BSNL shall consider award of contract only to those eligible bidders whose offers have been found Technically, commercially, Financially acceptable. BSNL reserves the right to award contract for more than one contractor at the L1. Rate.

**XI RIGHT TO VARY QUANTUM OF WORK:**

BSNL Mandya reserves the right to decrease or increase the work by up to 25% of the total quantum of works without any change in the rates and other terms and conditions:

**Signature of the Bidder**

## **XII RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

1. BSNL reserves the right to reject/accept tender in full or only any part of the tender without assigning any reason whatsoever. **The decision of BSNL is final and binding**
2. **Rate quoted should not be less than the wages as per minimum wages Act.**

## **XIII Security Deposit**

- a) The security deposit is payable as a guarantee for the satisfactory execution and performance of the contract:
- b) The EMD of the successful bidder will be automatically **converted into security deposit**
- c) The successful bidder shall within 10 days of issue of letter of Intent, furnish additional security deposit of Rs100000( Rs one lakh only in the form of DD drawn in favor of BSNL Mandya payable at Mandya or through **Bank Guarantee in favour** of BSNL Mandya and enter into agreement as per **Annexure III**
- d) The security deposit will not bear any interest while in the custody of BSNL
- e) The security deposit is liable to be forfeited either in full or in part if the successful bidder fails or neglect to perform any of his obligations under the terms and conditions of the tender and work order placed on the contractor:
- f) The security deposit will be released after satisfactory execution of the work and expiry of the Agreement period, after taking No objection certificate from the unit officers concerned subject to the settlement of claims if any, by BSNL for any **loss/damage/damages/compensation** and compliance if any of. statutory remittance like EPF, ESI etc. EMD will be refunded to the unsuccessful tenderers within one month of finalization of the Tender.

## **XIV Signing of agreement:**

The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the company within a week of submission of Security deposit

As soon as tender is approved by the competent authority, the bid security deposited by the successful bidder shall be automatically converted into performance security deposit which will be held by the BSNL

**Signature of the Bidder**

## **XV Schedule of works for “House-keeping and Up keeping services”**

### **HOUSE KEEPING**

01. Cleaning of all Office rooms/exchange rooms, staircases, verandah, open space and removal of wastepaper etc. daily and mopping floors of entire premises using liquid cleaner daily.
02. Cleaning of toilet, urinals, and washbasins both inside and outside the office/exchange building twice a day (Once in the morning and another in the afternoon).
03. Disposal of garbage at waste yard
04. Cleaning of cupboards, chairs, tables, sofa, file racks, telephone instruments, doors and windows (dusty) daily.
05. Cleaning of walls, ceiling, terrace and removing cobwebs once in fortnight
06. Cleaning of outside surface of the building fortnightly.
07. Cleaning and arranging neatly all office furniture daily.
08. Any other related and allied work assigned by the officer-in-charge.
09. Cleaning of sewage water flow inside / outside the premises wherever required.
10. Cleaning of water filter and filling of water, cleaning of glasses

### **UPKEEP SERVICES:**

- 1) Up keep services include the works such as upkeeping the Engines, battery power plant Xerox machines, fax machines, UPS, computers, office records, offices premises and surrounding places in good looking conditions inclusive of watch and ward for safety of the exchange equipment, serviceable / unserviceable stores kept in the premises of the exchange building.
- 2) The job also includes taking battery readings, starting and stopping of engines changeover to battery and back to mains etc. answering phone calls and informing the officers concerned.
- 3) Assisting the Telephone mechanic of the exchange in maintenance of cable and exchange/attending cable faults viz. Trenching for tracing cable fault, test pits, jointing pits etc.
- 4) To carry out postal dispatch to Post offices/courier etc.
  - a) The frequency of the work is daily in respect of cleaning, sweeping, mopping, dusting of furniture etc.

**Signature of the Bidder**

- b) In respect of the toilets, bathrooms and washbasins the cleaning frequency is twice a day. And it shall be the responsibility of the contractor to maintain required level of cleanliness in and around the building.
- c) All rubbish/garbage is to be dumped in dustbin or any other place within and around the compound as directed by the Engineer in charge and finally to be dumped in the nearest dustbin of the local Municipality
- d) The materials required for cleaning, sweeping and scrubbing, rubbing etc., like brooms, jute, rage, clothes pieces, brushes etc and The antiseptic items like phenyl, naphthalene balls, Vim, bleaching Powder, fresheners will be supplied by the BSNL
- e) The services provided should be to the satisfaction of the officer in charge of the Units to which services are rendered.
- f) The successful tenderer should provide the cleaning service hygienically
- g) For any act of omission/commission, which results in any damages/loss of departmental property, the successful bidder will be held personally responsible and pecuniary loss sustained thereby will have to be made good by the contractor
- h) It is the responsibility of the successful bidder to have regular supervision of the works and ensure that the services are rendered effectively.
- i) The bidder should be ready to take up House keeping/ up-keeping works in various BSNL installations in Mandya District. The approximate No. of '**units of 8 hours**' required is 70.

**XVI GENERAL CONDITIONS S OF CONTRACT:**

- a) The contractor shall not assign, sub-contract or subject the whole or any part of the works covered by the contract under any circumstances.
- b) On acceptance of the tender, the successful bidder should see that each worker is issued with proper identity card.
- c) The successful bidder should nominate a supervisor who will supervise the working of the workers and furnish the supervisor's full address and telephone No. The supervisor should always be available during the working of the workers at Hqrs. Viz. **Mandya** and to take instruction as and when required from the SDE(Genl) of this office.

**Signature of the Bidder**



- d) The bidder should give a certificate(**Annexure VI**) that none of his / her near relative is working in the units as defined below.

The near relatives for this purpose are defined as.

- i) Members of a Hindu Undivided family.
- ii) They are husband and wife
- iii) 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 (Sister-in-law), sister(s) & sister's husband (brother-in-law).

- e) The bidder should quote the rate for supplying manpower for **'one calendar month for "House keeping and upkeep services" for one unit of 8 hours in figures and words clearly**, taking into account, minimum wages as per Act. The schedule of works is given in **clause XV**.

## **XVII Penalty clause**

In the event of the contractor failing to i) observe or perform any of the conditions of the work as set out herein or ii) execute the work in good manner and to the satisfaction of the BSNL

- a) **A penalty of one and half days charges will be levied for every day of non providing the service applicable to the Unit of manpower in question.**
- b) **Consecutive failure in providing service will result in termination of contract apart from Black listing and forfeiture of the EMD and Security deposit.**
- c) A Deduction for poor service on pro rata basis shall be made as per the assessment made by the concerned Sub Divisional Engineer and Divisional Engineer. Non-availability of persons shall also attract deduction. Decision of the above said officer will be final.
- d) In the event of discovery of any error or defect due to the fault of the contractor, the contractor shall be called upon to do so, to rectify such error or defect at his own cost to the satisfaction of and within the time fixed by the BSNL

**Signature of the Bidder**

In case of any dispute, before and after awarding the tender, the decision of the General Manager, BSNL, Mandya will be final. In case of absenteeism / work done not satisfactorily, the bidder should replace the person doing the work immediately with suitable hands.

### **XVIII Payment**

- a) The bill complete in all respects shall be submitted by the contractor before 10<sup>th</sup> of the following month for the job executed duly verified in all respects by the officer at site and certified by the officer in charge in triplicate. The bill/invoice should meet the requirement of Service Tax Rules. Any delay beyond the stipulated period will attract the penalty at the rate of 0.25% of the amount of the bill for every week delay subject a maximum of 5% of the concerned bill amount. The bills submitted by the contractor after 6 months of the work will be treated as invalid and no payment will be made on them. However, in exceptional cases, payment will be authorized with applicable penalties mentioned in the bid document by the competent authority only after detailed investigation and on appeal by the contractor.
- b) The accepted amount will be paid to the bidder on completion of a month's work on production of bills with the certificate and pass order from the concerned unit officer and Counter signed by concerned DE's, within 20 days of receipt of bill. The contractor is solely responsible for disbursement of wages and the contractor should make payment within 7<sup>th</sup> day of the succeeding month. Income tax including surcharge as applicable for which the bill has been passed will be deducted as tax at Source under relevant government rules.

### **XIX Abiding by provisions of various Acts:**

11. The contractor should strictly abide by the provisions of various Acts in force in connection with the employment of contract labour viz., a) Contract Labour R & A Act 1970, b) Workmen's Compensation Act 1923 c) EPF Act d) SERVICE TAX ACT e) Minimum wages Act. 1948, f) payment of wages Act. 1936 as applicable before commencement of the work and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the child labour (prohibition and Regulation) ACT 1986. It is the responsibility of the contractor to ensure minimum wages, as per minimum wages Act as fixed by the District Collector of the revenue district concerned to the persons employed and his quotation of rates shall reflect this responsibility. The contractor is solely responsible for the payment of wages.

Signature of the Bidder

## **XX Signing of agreement**

The successful bidder will be required to execute an agreement on a stamp paper of Rs. 100 /= to abide by the terms and conditions stipulated in the tender form before any order is placed, as per **Annexure III**

## **XXI Responsibility of the contractor:**

- 1) The Contractor shall be responsible for the discipline of his persons. If at any time, it is found that the persons are indulging in any act of misbehavior or misconduct etc, the Asst. General Manager (Admn), O/o General Manager, BSNL, Mandya or his representative shall have the right to have him/ her replaced by the contractor.
- 2) He shall maintain complete personal data of persons employed by him such as Name, Father's Name, Permanent address, Village, Taluk, District, Police Station concerned, Signature and Finger prints etc.
- 3) The Contractor should be responsible for the welfare of his persons as per the various State and Central Government Acts and regulations such as Minimum Wages Act, PF Act, ESI Scheme and any other regulations covering Labour contract.
- 4) The Contractor will be solely responsible for the payment of salaries, allowances and other benefits to his employees. The payment of salaries must be done on or before 7<sup>th</sup> of the following month and the department shall in no way be responsible for the non-payment of wages to the laborers.
- 5) The Contractor is responsible to maintain all required records, registers etc., as contemplated by the provision of concerned Acts. The bidder should strictly adhere to statutory regulations of Contract Labour [R & A] Act as in force and should submit copies of registration certificates in respect of the above
- 6) The agency should have experience in "House Keeping and up keeping Services" for a period of minimum of two years in state/central Govt./PSU's and produce experience certificate. In case of additional requirement of House Keeping and up keeping services, agency should be in a position to supply them at contracted rate.

**Signature of the Bidder**

- 7) In case it is found by the BSNL that any property or materials of the BSNL is lost or put to loss / damaged due to the negligence of the agency, the agency will be held fully responsible and should reimburse the cost of loss / damage so incurred. The decision of the BSNL as to the quantum of loss and negligence is final.
- 8) In case any workman of the agency suffers injury / damage or meets with an accident during the discharge of duty the entire cost of compensation should be borne by the agency and the BSNL will stand indemnified by the contractor, against any claims /damage/ Compensation.(including cost between Attorney and client) and expenses that may arise in regard to the same or that the BSNL may suffer or incur with respect and /or incidental to the same.
- 9) Minimum wages as fixed by the concerned District commissioner should be paid and tender quotation should confirm to the minimum wages as envisaged by concerned District commissioner. Hence the bidder should take this fact into account while quoting for various works. **If the rate quoted is not meeting the minimum requirement it will be summarily rejected.**
- 10)It is the responsibility of the contractor to provide amenities to his workmen.
- 11)Cooking/halt after duty hours inside the building is not permitted
- 12)The contractor shall enclose the payment copies of previous month of Service Tax, EPF, ESI and statement of both employer and employees contribution must be submitted every month along with bills. The contractor shall submit a certificate that he has paid the wages, EPF, ESI, and Service Tax completely for the previous month. Without these copies, the bill will not be considered for payment. The bill should be in the prescribed printed format viz. Invoice having Service Tax registration No. PAN No. TIN No. etc. and clearly showing the value of work, Service tax, Cess separately with running bill Nos.
- 13)The period of contract is for one year from the date of approval. It may be extended for a period of 6 months, if required as per rules on the same rate and terms and conditions.

**Signature of the Bidder**

14)The Contractor who have registered his firm with the Regional Labour Commissioner and with the experience in the field of “House Keeping and up keeping services” alone need to apply.

15)It is obligatory on the part of the contractor to pay all the tax liabilities such as Income Tax, Service tax etc.

16)Successful tenderer shall register themselves with the Asst. Labour Commissioner as per Central Labour Act 1972 and contract Labour Rules 1971 as applicable with in TEN days after the receipt of Letter of acceptance of tender

**XXII INDEMNITIES:**

The contractor shall at all times, hold the department harmless and indemnify against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the government, its officers and employees forthwith upon demand and without protest or demur to pass to the department any and all losses and damages and costs(inclusive between Attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury or disablement to or death of any like including workforce of the contractor of damage to properties and resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents

**XXIII ARBITRATION:**

Any dispute between the bidder and BSNL, Mandya regarding terms and conditions are to be referred to the Arbitration as per Arbitration and Conciliation Act 1996. Chief General Manager, BSNL, Karnataka Circle shall be the final authority on this issue.

**Signature of the Bidder**

#### **XXIV Circumstances of Termination of contract:**

Under the following conditions the competent authority may terminate the contract.

- a) Unsatisfactory work
- b) fails to carryout the work as specified in the bid document
- c) If the contractor commits breach of any item of terms and conditions of the contract
- d) If the contractor suspends or abandon the execution of work and the officer in charge of the work comes to conclusion that the work could not be carried out If the contractor has been given by the officer in charge of work, a notice in writing to rectify/replace any defective work and he/she fails to comply with the requirement within the specified period.

#### **XXV JURISDICTION AND VENUE OF ARBITRATION :**

1. In the event of any question dispute or differences arising under the agreement or in connection, therewith (except as to matter the decision of which is specifically provided under this agreement) the same shall be referred to the sole arbitration of CGMT Karnataka circle Bangalore or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the CGMT Karnataka Circle or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the CGMT or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act. 1996 There will be no objection any such appointment that the arbitrator is Government servant or that he has to deal with 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.

**Signature of the Bidder**

2. Any attempt to negotiate directly or indirectly on the part of the bidder or any endeavor to acquire any interest for an actual prospective bidder or influence by any means, the acceptance of the particular tender will not be considered.
3. The undersigned does not bind himself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons there of. The decision of the General Manager, BSNL, Mandya will be final and binding on all concerned in this regard.

**XXV Force Majeure**

If any time during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract be prevented or delayed by reason of any war or Hostility, Acts of Public Enmity, fires, civil commotion, sabotage, effects of floods, explosions, epidemics, quarantine restrictions, general strikes and bundhs, acts 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 that date occurrence there of neither party shall, by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of BSNL as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

**XXVI Set off:**

Any sum of money due and payable to the contractor (including security deposit refundable to him under this contract may be appropriated by BSNL or the government or any other person or persons contracting through the Government of India and set off the same against any claim of the department of Government or such other person or persons for payment of a sum of money arising out of this contract made by the contractor with BSNL or government such other person or persons contracting through government of India

**GENERAL MANAGER  
BSNL, MANDYA –571401.**

**Signature of the Bidder**

## TECHNICAL BID

### ANNEXURE I

The following documents duly attested should be submitted along with the Technical bid

- 1) Registration Certificate of the Firm/Agency.
- 2) Experience Certificate, minimum of two years
- 3) Registration with Regional Labour Commissioner.
- 4) PF Registration Certificate & EPF Code No.
- 5) Service Tax Registration certificate and ST Code No.
- 6) DD for EMD.(Rs.1,00,000-00) in favour of BSNL Mandya payable at Mandya
- 7) Income tax returns for the financial year 2008-09.
- 8) Original tender document signed on each and every page affixing rubber stamp
- 9) Original power of Attorney in case any person other than the tenderer himself has signed the tender
- 10) Authenticated copy of partnership deed in case of partnership firm and power of Attorney to the representative of the firm to operate the tender
- 11) Full name and address of the tenderer should be written on the bottom left hand side corner of the sealed cover.
- 12)** Declaration to the effect that, no dues to be paid to Law enforcement Authorities like EPF/ESI and no violation was noted by Labour Enforcement Authorities and will abide by the provisions of contract Labour Regulation and Abolition Act and as amended from time to time (**Annexure V**).
- 13)** Annexure-VI duly filled in, regarding no relative certificate.

Signature of the bidder



**Annexure II**

**Letter of Authorization for attending bid opening:**

Tender Document: .....

Subject: Authorization for attending bid opening on..... For Tender of House Keeping and up keeping service in Mandya Telecom District:

Following person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of me The signature of the person authorized is furnished hereunder duly attested:

Name of the person authorized:

Signature of the authorized person

Attestation:

Signature of the bidder

**Please Note that only one person will be permitted to attend the bid opening:**

### Annexure III Agreement (specimen)

This agreement made on this .....Day between.....  
s/o.....and BSNL Mandya

Herein after called ' the Contractor' (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) on one part and the General Manager BSNL Mandya Telecom District Mandya 571401 herein after referred to as the company on the other part. Where as the contractor has offered to enter into contract with the said company for the execution of House Keeping & up-keeping services as specified in the Tender Document No..... dated..... and other associated works on the terms and conditions herein contained and rates approved by the company(copy of rates annexed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposit

Now there presents witness and it is hereby agreed and declared by and between the parties to these presents as follows:

1. The contractor shall, during the period of this contract that is to say from ..... To or completion of work which ever is earlier or until this contract shall be determined by such notice as is herein after mentioned, safely carryout, by means of laborers employed at his own expenses and other associated works as described in tender documents (annexed to the agreement), when the company of GMT BSNL Mandya on his behalf requisitions. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service
2. The NIT(Notice Inviting Tender) ,Rate schedule annexed hereto, work orders as may be found requisite to be given during the execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression 'Agreement" or 'The contract' wherever herein used.
3. The contractor shall also supply the requisite number of workmen of workman with men and materials required for the proper execution of work within the time prescribed in the terms and contract.
4. The contractor shall abide by the terms and conditions rules guidelines safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract;

In witness where the party's presets have here unto set respective hands the day and year in

Signature of the bidder signed and  
Delivered by the named contractor  
In the presence of

Witness 1.

2.

Signed and delivered on behalf of BSNL Mandya.

**ANNEXURE IV**  
**FINANCIAL BID**

**Tender No..... for House keeping/up keeping BSNL Mandya.**

**Name of the bidder and address.....**

Sl. No.	Details	Area.
		Rs per Unit of 8 hours -Manpower
1	Minimum Wages as per government of Karnataka for Unskilled Labour(applicable to Electronic Industry)	
2	VDA (Variable DA)	
3	Total Basic plus VDA	
4	EPF 12%+Administrative charges 1.61 % total 13.61% of col.3 above.	
5	Est. 4.75% @ col. 3. above.	
6	Establishment charges of Tenderer/bidder	
7	Profit Margin	
8	Net Total (in figures)	

Net Total amount in words	
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**Service Tax as applicable will be paid extra.**

**Date  
Place.**

**Signature of the Tenderer with Seal.**

**Note:**

**Financial bid to be quoted by the bidder and submit it in a separate sealed Cover.**

## Annexure V

I,..... Son of/wife of sri.....  
..... proprietor/partner of M/s.....  
do hereby solemnly affirm and declare as under

1. that I am the sole proprietor/partner/Director of M/s.....
2. that I state and declare that the above Firm/company has never been debarred and/or blacklisted by any company /BSNL /state government/Public sector Unit/Public Bodies/Municipalities/any Enforcement Authority
3. That the firm/company/Agency has never defaulted in payment of statutory dues viz. EPF,ESI etc.

In case the above declaration is found to be incorrect or wrong the contract if awarded to the firm shall be liable to blacklisted/debarred for future works/contract with BSNL Any such action shall however be without prejudice to BSNL rights under the Law.

Place  
Date:

Signature of proprietor/partner/Director

**Note: The signatory should not effect any variation in the text declaration. Declaration in any other form shall not be acceptable and tender is liable for rejection**

**Signature of the Bidder**

**Annexure-VI**

**NO RELATIVE CERTIFICATE**

I.....s/o .....

Residing .....

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 the tender document of House keeping of Mandya SSA 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 deemed fit/without any prior intimation.

Signature of the bidder with seal



