

BID DOCUMENT

Tender For **HOUSE KEEPING SERVICES**

In the offices/Telephone Exchange of BSNL in Tumkur
Telecom District

TENDER No.: G-2/House keeping Tender/2008-09/1 Dated 26-03-09

O/o The General Manager,
BSNL, Tumkur, Telecom District,
BSNL Bhavan, Ashoka Road, Tumkur



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
O/o THE GENERAL MANAGER TELECOM
TUMKUR TELECOM DISTRICT, BSNL BHAVAN,
ASHOKA ROAD, TUMKUR – 572101.

Notice Inviting Tender

TENDER FOR HOUSE KEEPING SERVICES IN OFFICES/TELEPHONE EXCHANGE OF
BSNL IN TUMKUR TELECOM DISTRICT.

NO. G-2/House keeping Tender/2009-2010/1Dated At Tumkur The 26-03-2009

1. Name
2. Address
3. Date of Application for Purchase of Tender.
4. Date of receipt of application in this office.
5. DD / Cash Receipt No. & Date
6. Date of issue of tender document.
7. Document No.

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SECTION-1
Notice Inviting Tender

Tender for HOUSE KEEPING SERVICES IN OFFICES/TELEPHONE EXCHANGES of BSNL in
TUMKUR Telecom District

NO. G-2/House keeping Tender/2009-10/1 Dated At Tumkur The 26-03-2009

Properly sealed tenders (Packing PVC tape/Sealing Wax) are invited by General Manager BSNL Tumkur TD, Tumkur from experienced contractors for HOUSE KEEPING SERVICES in the offices/Telephone Exchanges of BSNL in Tumkur Telecom District.

1. The tender documents can be obtained from Divisional Engineer [Admn], O/o GM Telecom, BSNL Bhavan, Ashoka Road, Tumkur by paying Rs .563/-[Non refundable either in cash at the cash counter of this office [between 1030 Hrs to 1400 Hrs] or by DD drawn in favour AO (Cash), O/o G M Telecom, BSNL Tumkur TD on any working days from **05/04/09 to 06/05/09**, Also it can be downloaded from [w w.Karnataka.bsnl.co.in](http://www.Karnataka.bsnl.co.in), in which case, the cost of the tender documents of Rs.563/- is required to be paid in the form of crossed DD drawn in favour of “ Accounts Office (Cash) O/o G.M.Telecom Tumkur TD” Tumkur and enclosed to the tender document.

2. EMD-

Rs.55500/-

(Rupees Fifty five Thousand five hundred Only)

3.. Time & last date of submission of tender up to:

1500 Hrs. of 07/05 /2009

4. Time & date of bid opening:

1600Hrs. of 07/05/2009

5. The General Manager, BSNL, Tumkur TD reserves the right to postpone the date of opening of the tender or cancel the tender notice without giving any reason. Any request from Tenderers to postpone or to change date of opening of the tender due to any reason what so ever shall not be considered.

6. The tender, which is not accompanied by the requisite Bid Security [EMD], shall be summarily rejected, Tender will not be accepted/ received after expiry date & time. The General Manager, BSNL Tumkur TD reserves the right to reject any or all tenders without assigning any reason what –so –ever.

7.Period of contract: One Year from the date of Award of Contract with an option of extension for a Further period of 12 months on the same Rate, terms and conditions.

8. The Tender document issued to one contractor is not transferable to others.

9 Eligibility Criteria:

The tenderer should have minimum Six months experience in similar JOB for an area at least 30,000 sq feet', with / BSNL / PSUs / Govt Organization.

10. Disqualify for Bidding

.
The General Manager, Tumkur Telecom Dist reserves the right to disqualify such bidders who had a record of not meeting the contractual obligations against earlier contracts entered in to with BSNL.

11. The tenderer can visit the office during office hours for guidance and contact the SDE [General] for obtaining the details of works to be attended.

Divisional Engineer [Admn]
O/o General Manager Telecom
Tumkur
Telephone No. (0816) 2257111

SECTION II

BID FORM

Tender No.

To,
The General Manager,
BSNL, Tumkur Telecom District
BSNL, Bhavan, Ashoka Road,
Tumkur

Dear Sir,

Having examined the conditions of contract & specification including addenda No...,the receipt of which is here by duly acknowledged, we the undersigned, offer to execute the work of HOUSE KEEPING SERVICES in Offices / Telephone Exchanges of BSNL in Tumkur Telecom District in conformity with the itions of contract & specification.

We undertake, if our Bid is accepted, to execute the work in accordance with specifications, time limits, terms & conditions stipulated in the tender document.

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

We agree to abide by this Bid for a periods of 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal Agreement is prepared & executed, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.

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

Dated this.....day of2009.....Signature of Authorized signatory..... In the
capacity of Duly authorized to sign the Bid for and on behalf of

Witness.....

Address.....

SECTION III
TENDERER'S PROFILE

General:

1. Name of the tenderer / firm (In Block Letters).....
.....
2. Name of the person submitting the tender whose Photograph is affixed
Shri/Smt.....
3. Address of the tenderer
4. Tel No.(with STD code)(O).....(Fax).....(R)
5. PAN No [Permanent Income TAX No.....
.....
6. a. Service Tax Registration No.
b. EPF Code No.
c. ESI Code No
7. Experience
Whether offered / offering service to the Govt organizations,
BSNL units in the recent past.

I/ We hereby declares that the information furnished above is true & correct.

Place:

Date:

Signature of tenderer/ Authorized signatory.....

Name of the tenderer.....

SECTION IV

INSTRUCTION TO BIDDERS

A. INTRODUCTION:

1. **DEFINITIONS**

- a. **CMD:** The chairman and managing Director of BSNL and his successors.
- b. **Government of India:** The Government or Government of India shall mean the President of India.
- c. **Company:** The company means the Bharat Sanchar Nigam Limited, a Govt of India Enterprise under the Ministry of Communications, which invites the tenders on behalf of CMD All references of:

BSNL
Chief General Manager
Principal General Manager
General Manager
Deputy General Manager / Area Manager / Director / Telecom Dist. Manager
Divisional Engineer
Sub Divisional Engineer
Junior telecom Officer
Chief Accounts Officer
Junior Accounts Officer

Including other officers in the Company, what ever designations assigned to them from time who may be the in-charge of direction, supervision , testing, acceptance & Maintenance including their successors(s) in the appearing in various clauses shall be taken to mean the BSNL under the Ministry of communications, Government of India.

- d. **(The SSA Head)** means the Head of SSA i.e. **General Manager BSNL Tumkur TD** & his successors.
- e. **The jurisdiction of (the SSA Head):** The jurisdiction of GM Tumkur means Tumkur SSA which Geographically with Tumkur District.
- f. **Representative of (the SSA Head):** Representative of **GM Tumkur** means officers & staff for the time being in “**Tumkur SSA**” deputed by the **GM Tumkur** for inspecting or Supervision of the work or testing etc.
- g. **Contract:** The term contract means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the CMD and the contractor, together with the documents referred to there-in including these conditions, the specifications & instructions issued from time to time, all these documents taken together, Shall be deemed to form one contract & shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them. The expression works or work shall unless to mean the works by or by virtue of the contract, contracted to be executed whether temporary or permanent, & whether original, altered, substituted or additional.

- h. Contractor: The contractor shall mean the individual, firm incorporated or not, undertaking the works and Shall include the legal personal representative of such individual or the persons comprising such firm or Company, or the successors of such firms or company and the permitted assignees of such individual, firm Or company.
- i. Work: The expression “Works” shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contact, contracted to be executed whether temporary or permanent and whether original altered, substituted or additional.
- j. Normal time or stipulated time: Normal time or stipulated time means time specified in the work order to Complete the work.

1. ELIGIBILITY CRITERIA:

- 1.1 The tenderer should have minimum **Six months** experience in similar job for area of at least 30,000 sqf With / BSNL / PSUs /Govt Organization, proof should be enclosed to tender document.

2.2 DISQUALIFY FOR BIDDING

The General Manager, Tumkur Telecom Dist reserves the right to disqualify such bidders who had a Record of not meeting the contractual obligations against earlier contracts entered into with the BSNL

3 BID DOCUMENTS:

- 1 Notice Inviting Tender
- 2 Bid Form
- 3 Tenderer’s Profile.
- 4 Instruction to Bidders
- 5 Scope of work
- 6 General Conditions of Contract
- 7 Letter of Authorization for Attending Bid Opening.
- 8 Agreement (specimen)
- 9 Areas for House Keeping Services in Offices / Telephone Exchanges
- 10 Rate Schedule.

4 QURIES ON BID DOCUMENTS:

4.1 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Company in writing Or by fax or cable at the companies mailing address indicated in the invitation for Bids. The company shall Respond in writing to any request for clarification of the Bid Documents, which it receives not later than 7 Day’s prior to the date for the opening of the bids. Copies of the query (without identifying the source) & the Clarifications by the company shall be sent to all and prospective bidders will form part of the bid document.

5 AMENDMENT OF BID DOCUMENTS:

5.1 At any time, prior to the date for submission of bids, the company may, for any reason whether suo motto or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

5.2 The amendments shall be notified in writing or telex or FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the company & these amendments will be binding on them.

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

6. PREPARATION OF BIDS

6.1 Cost of Bidding:

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

7 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

7.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following Documents:

- i) Bid Security [EMD]
- ii) Tender document (S), in original, duly filled in and signed by tenderer or his Authorized representative along with seal on each page. All corrections and Overwriting must be initialed with date by the tenderer or his authorized representative.
- iii) Bid form, duly filled in as per section II.
- iv) Tenderers' profile duly filled in, as per section III of the tender document.
- v) Experience certificate.

8 BID SECURITY [EMD]:

8.1 The bidder shall furnish, as part of his bid, the bid security (EMD) Rs.55500/-(Rupees Fifty five thousand five hundred and only) in the form of Demand Draft drawn in favour of AO(Cash) O/o G.M. Telecom BSNL Tumkur Payable at Tumkur. No interest is payable on the EMD/SD.

8.2 The bid security is required to protect the company against the risk of bidders conduct, which would Warrant the security's forfeiture, pursuant to clause 9 below

8.3 A bid not secured in accordance with para 8.1 shall be rejected by the company as non-responsive.

8.4 The bid security of the unsuccessful bidder will be refunded as early as possible after finalization of the tender.

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

9 The bid security shall be forfeited:

- 9.1 If a bidder withdraws his bid during the period of bid validity specified in the bid document or.
- 9.2 If the bidder makes any modifications in the terms & conditions of the tender before acceptance of the tender, which are not acceptable to the company or
- 9.3 In case of a successful bidder, if the bidder fails:
 - i) To sign agreement in accordance with clause 27 of section IV
 - ii) To furnish the security deposit in accordance with clause.

10. BID PRICE:

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

10.2 Rates should be quoted for entire quantum of work treating it as one job, inclusive of all taxes but excluding service tax and service tax to be claimed separately in the bill submitting proof of payment.

11. PERIOD OF VALIDITY OF BIDS:

11.1 Bid shall remain Valid for 120 days from date of opening of the bid. A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE COMPANY AS NON-RESPONSIVE

12. SIGNING OF BID:

12.1 The bidder shall submit, as a part of his bid, the bid documents (in original) duly signed on each & 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. (Note: The tenderer is advised to keep photocopy (at his own cost) of the bid documents for his own reference)

12.2 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 sign such corrections with date.

12.3 The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.

12.4 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.

13 SUBMISSION OF BIDS

13.1 The sealed covers should be addressed to Divisional Engineer (Admn)], O/o G.M.Telecom, BSNL BSNL Bhavan, Ashoka Road, Tumkur-572201, so as to reach this office either by Speed/ registered post or Can be dropped inside the tender box, which is kept inside the chamber of Divisional Engineer [Admn], BSNL Bhavan, BSNL, Tumkur on **or before 1500 Hrs of 07-05-2009** as mentioned in the NIT.

13.2 On envelope the name of the tenderer must be clearly mentioned & should be properly sealed on all the adjoining sides (with sealing wax/Packing PVC tape). The tenders, which are not submitted, in above Mentioned manner will be summarily rejected.

13.3 The tender is to ensure the delivery of the bids at the correct address. The BSNL Tumkur TD shall not be Held responsible for delivery of bid to the wrong address. 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 box will not be received by GM Tumkur TD or any of the subordinates or will not be allowed to be deposited in the tender box.

14 Postponement of Tender opening:

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

14.2 The Government of India if subsequently, declares date fixed for opening of bids as holiday, the revised schedule will be notified. However, in the absence of such notification, the bids will be opened on next working day, time & venue remaining unaltered.

15 LATE BIDS:

- 15.1 Tender will not be received after the specified time of closing of the tender & the same shall be rejected & returned unopened to the bidder. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

16 MODIFICATIONS AND WITHDRAWAL OF BIDS:

- 16.1 The bidder may modify or withdraw his bid after submission & before opening, provided that the intimation is deposited by the bidder in a properly sealed envelope (with Wax / Packing PVC tape) in the tender box, before the scheduled time & date for closing of tender.
- 16.2 No bid shall be modified subsequent to the deadline for submission of bids.

17 BID OPENING AND EVALUATION:

OPENING OF BIDS BY THE COMPANY:

- 17.1 The company shall open the bids in the presence of bidders or his authorized representatives who choose to attend, at **1600 Hrs on the due date (07/05/2009)**. The bidder's representatives, who are present, shall sign an attendance register. The bidder shall submit a letter of authority to this effect before they are allowed to participate in the bid opening (**A format is given in section**)
- 17.2 One representative for any bidder shall be authorized & permitted to attend the bid opening.
- 17.3 The bids shall be opened in the following manner.
- 17.4 The bids opening committee shall count the number of bids & assign serial numbers to the bids. For example, if 10 tenders have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. all the members shall initial on the outer envelopes of all the bids with date.
- 17.5 The envelopes containing the tender offer & not properly sealed, as required vide para 13.2 shall not be opened & shall be rejected out right. Closing the cover by gum will not be treated as sealed cover. The reasons for not opening such tenders offers shall be recorded on the face of the envelope & all the members of bid opening committee shall initial with date.
- 17.6 First the outer envelope containing the three envelopes shall be opened. The bid opening committee shall initial on all three envelopes with date.
- 17.7 The bidders who have submitted proper bid security as per clause 8.1 of tender documents, their "documents as per clause 7.1 shall be examined & recorded by the TOC). After opening the qualifying bid, all the documents contained there shall be serially numbered & signed by the bid opening committee members.
- 17.8 In case there is discrepancy in figures & words in the quote, the same shall be announced in the bid opening, but the quote in word shall prevail.

18 CLARIFICATION OF BIDS BY THE COMPANY:

- 18.1 To assist in examination, evaluation & comparison of bids , the BSNL Tumkur Telecom Dist may, at its discretion ask the bidder for clarification of its bid. The request for its clarification & its response shall be in writing. However , no post bid clarification at the initiative of the bidder shall be entertained.

19 PRELIMINARY EVALUATION:

- 19.1 Company shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed & whether the bids are generally in order.
- 19.2 if there is discrepancy between words & figures, the amount in words shall prevail. If the contractor does not accept the correction of the errors, his bid shall be rejected.
- 19.3 Prior to the detailed evaluation, the BSNL Tumkur 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 & 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.
- 19.4 A bid, determined as substantially non-responsive will be rejected by the BSNL Tumkur TD & shall not subsequent to the bid opening be made responsive by the bidder by correction of the non- conformity.
- 19.5 The company may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.

20. CONTACTING THE COMPANY:

- 20.1 Subject to clause 18.1 no bidder shall try to influence the company on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.
- 20.2 Any effort by the bidder to modify his bid or influence the company in the company's bid evaluation, bid comparison or the contract award decision shall result in the rejection of the bid.

21. AWARD OF CONTRACT:

- 21.1 The company shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially & financially acceptable. The company reserves the right to award contract for more than one contractor at the L1 rates.
- 21.2 The work against the tender is for 11 months requirement & the terms & conditions of this tender shall be operative for a period of 11 months from the date of signing of agreement between the company & the contractor.

22. COMPANY'S RIGHT TO VARY QUANTUM OF WORK:

The BSNL Tumkur TD, at the time of award of work and at any time under the contract, reserves the right to decrease or Increase the work by upto 25% of the total quantum of works without any change in the rates or other terms & conditions.

23. COMPANY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The company reserves the right to accept or reject any bid & to annul the bidding process & reject all bids, at any time prior to award of contract without assigning any reason what-so-ever & without thereby incurring any liability to the affected bidder or bidders on the grounds for the company's action.

24. ISSUE OF LETTER OF INTENT:

24.1 The issue of letter of intent shall constitute the intention of the company to enter into the contract with the bidder. Letter of intent will be issued as offer to the successful bidder.

25. SECURITY DEPOSIT

25.1 Purpose: The Security deposit payable as a guarantee for the satisfactory execution and performance of the contract.

25.2 The EMD of the successful tenderer will be automatically converted into Security Deposit.

25.3 The successful tenderer shall within 10 days of issue of letter of intent, furnish additional Security deposit equal for 7.5% of Tendered value in the form of DD drawn in favor of “AO (Cash), O/o G M Telecom, BSNL , Tumkur TD” payable at Tumkur and enter into an agreement.

25.4 The Security deposit will not bear any interest while in the custody of BSNL.

25.5 **Forfeiture:** The Security is liable to be forfeited either in full or in part, if the successful tenderer fails or neglects to perform any of his obligations under the terms and conditions of the tender and work order placed on the contractor.

25.6 **Release of SD :** The Security Deposit will be released after satisfactory execution of the work orders i.e. after the warranty period.

25.7 The successful tenderer shall send a pre-stamped receipt with a request to get refund of EMD/SD after six months but not later than 8 months from the date of completion of period of validity of contract, subsequently his request for refund of EMD/SD will not be considered.

27. SIGNING OF AGREEMENT:

27.1 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 with in a week of submission of security deposit as per clause 25.3 above.

27.2 As soon as tender is approved by the competent authority, the Bid Security deposited by the successful bidder shall be compulsory converted into the Performance Security deposit, which will be held by the company till the completion of warranty period.

28. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of clause **27.1** shall constitute sufficient ground for the annulment of the award & forfeiture of the bid security, in which event, the company may make the award to any other bidder at the discretion of the company or call for new bids.

29. METHOD OF EVALUATION

29.1 The tenderer who's tender is responsive and the rate is lowest and reasonable will be treated as L1 tenderer.

SECTION V

29.2 SCOPE OF WORK & SPECIFICATION

The contract will cover HOSUE KEEPING SERVICE IN OFFICES/TELEPHONE EXCHANGES in Tumkur Telecom District, BSNL at Tumkur.

The Services required to be carried out are as follows.

30. 1.A: DIALY SERVICES:

- a) Dusting of furniture, Cupboards, Office equipments cleaning with soap oil or liquid cleaners,
- b) Mopping floors of entire premises with liquid cleaners once before 9 A.M, and once before 2 P.M
- c) Cleaning of toilets, at all floors two times a day at 8.30 a.m, & 2.30p.m.
- d) Removal of waste papers from waste paper baskets.
- e) Disposal of garbage at the waste yard.
- f) Filling of water filter, cleaning of glasses and coasters.
- g) Mopping of staircase twice a day.
- h) Checking all the taps and sanitary fittings in all the toilets.
- i) Cleaning of all glass and nova pan potions.
- j) Lifting of water to Over head tanks of GM Office .
- k) Cleaning of stair case and open space with in the compound.
- l) Other works.

31.2 ALL the above work has to be completed before 0900 hours in the morning every day.

31.3 The frequency of the work is daily once in respect of sweeping and cleaning relating to areas of rooms and corridors and compound area and items of cleaning / sweeping are to be done on all the days.

31.4 In respect of Toilets, Bath Rooms, & Wash Basins, the cleaning frequency is twice a day.

31.5 A: WEEKLY SERVICE

- a) Vacuume cleaning and brushing of carpeted areas and computer centers.
- b) Cleaning and perfuming of Telephones.
- c) Cleaning of Air Conditioner grills.
- d) Cleaning of ceiling fans, pedestal fans, tube lights and fittings.
- e) Removal of cobwebs in Buildings.
- f) Polishing of brass plates, flower vas, pot holders etc, with brass polish.
- g) Cleaning of open space and stair case

31.6 **QUARTERLY SERVICICES.**

- a) Water Tanks cleaning, In case of urgency any time as may be directed by the competent authority.
 - b) Water Sumps cleaning.
 - c) Terrace cleaning.
32. It shall be the responsibility of the contractor to maintain required level of cleanliness in and around the building.
33. All rubbish / garbage is to be dumped in dustbin or any other place with in and around the compound as directed by the Engineer-in charge, and finally to be dumped in the nearest dustbin of the local Municipality.
34. No extra charges will be paid for up keeping of different floors (viz. 1st, 2nd and 3rd floors etc).
35. The materials required for cleaning, sweeping and scrubbing, rubbing etc., like brooms, jute, rage, antiseptic items like phenyl, naphtha line balls, vim, bleaching powder, fresheners, cloth pieces, brushed etc., should be made available by the successful tenderer at his cost.
36. The services provided should be to the satisfaction of the officer in charge of the units to which the services are rendered.
37. The successful tenderer should provide the cleaning service in hygienically way.
38. For any act of omission/ commission overbly or coverbly, which results in any damages / loss of departmental property, the successful tenderer will be held personally responsible and the pecuniary loss sustained thereby will have to be made good by him.
39. It is the responsibility of the successful tenderer to have regular supervision of the works and ensure that the services are rendered effectively.
40. The Tenderer should be ready to do House keeping works in other places of Tumkur SSA on prorate basis.
41. The items with area to be cleaned/swept/mopped are given in the section IX. The list of cleaning materials to be used is given in the Section X.

SECTION VI

GENERAL CONDITIONS OF CONTRACT

42 SUBCONTRACTS:

42.1. The contractor shall not assign, sub contract or subject the whole or any part of the works covered by the contract, under any circumstances.

43. On acceptance of the tender, the successful tenderer should see that each worker is issued with proper identity card. Any change of workers should be intimated to the SDE (Genl).

44. The successful tenderer 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 and to take instruction as and when required from the SDE (Genl) of this office.

44. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

45. 1 Obtaining License before commencement of work:

The contractor shall obtain a valid labour license under the Contract Labour (R&A) Act 1970 & the Contract Labour (Regulation & Abolition) Central Rules 1971, 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 & Regulation) Act 1986. Any failure to fulfill this requirement shall attract the penalty provisions of this contract arising out of the resultant non-execution.

45.2 Power of Labour officer to make investigations or enquiry.

The Labour officer or any person authorized by the Central Govt. on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor in regard to such provision.

45. 4. Inspection of records

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

46. PAYMENT

46.1 The bill (Running/Final) complete in all respects shall be submitted by the contractor before 10th of every month. 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's delay, subject to 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 allowed with applicable penalties mentioned in the bid document by the competent authority only after detailed investigation and on appeal by the contractor.

46.2 All taxes like provident funds/ Employees Insurance etc., State/ Central Govt. departments, If required to be paid, should be born by the successful tenderer only.

The Service Tax is exclusive of the rate and may be cleared separately against production of proof of payment of same.

47. Penalty clause of Non- performance:

47.1 A Penalty of two days charges will be levied for every day of not providing the service.

47.2 Consecutive failure in providing service will result in termination of contract apart from black listing and forfeiture of the EMD & Security Deposit.

I. Issuance of Notice:

47.3 The officer in charge/ Divisional Engineer [Admn] shall issue **show cause notice** giving details of lapses, violation of terms & conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take the corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Officer Incharge/ Divisional Engineer [Admn] shall submit a draft of final notice along with a detailed report to the competent authority who has accepted the contract.

48. Termination of contract

48.1 Circumstances of Termination of contract:

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

1. Unsatisfactory work.

2. Fails to carry out the work as specified in the bid document.

3. If the contractor commits breach of any item of terms & conditions of the Contract.

4. If the contractor suspends or abandons the execution of work & the Officer in-Charge of the work comes to conclusion that work could not be carried out.

5. If the contractor has been given by the officer-in-charge of work a notice in writing to rectify/replace any defective work & he/ she fails to comply with the requirement within the specified period.

49. FORCE MAJEURE:

49.1 If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have such claim for damages against the other in respect of such event may come to an end or cease to exist, & the decision of the company as to whether the work has been so resumed or not shall be final & 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 its option terminate the contract.

49.2 Provided also that if the contract is terminated under this clause, the company shall be at liberty to take over from the contractor at a price to be fixed by the company, which shall be final, all unused, undamaged & acceptable materials, bought out components & stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as the company may deem fit expecting such materials bought out components & stores as the contracts may with the concurrence of the company elect to retain.

50. ARBITRATION :

50.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to the sole arbitration of the Chief Manager, Karnataka Telecom Circle 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 Chief General Manager, Karnataka Telecom Circle or by whatever designation such officers may be called (herein after referred to as the said officer) and if the Chief General Manager, Karnataka Telecom Circle or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Chief General Manager, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration & Conciliation Act, 1996. There will be no objection to any such appointment that arbitrator is 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 & binding on 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 reasons whatsoever such Chief General Manager or the said officer shall appoint other person to act as arbitrator in accordance with the terms of the agreement & the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

50.2 The arbitrator may from time to time with the consent of parties enlarge the time for making & publishing the award, Subject to aforesaid Indian Arbitration & Conciliation Act 1996 & rules made there under, any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

50.2 The venue of the arbitration proceeding shall be the Office of the General Manager, BSNL Tumkur TD or such other places as the arbitrator may decide. The following procedure shall be followed.

50.3 The contractor shall at his own cost at the company's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit of other finding without first consulting the company.

51. INDEMNITIES:

51.1 The contractor shall at all times hold the company harmless & indemnify against all action, suits, proceedings, works, cost, damages, charges claims & demands of every nature & descriptions, brought or procured against the company, its officers & employees & forthwith upon demand & without protest or demur to pay to the company & all losses & damages & cost (inclusive between attorney & client) & all costs incurred in endorsing this or any other indemnity or security which the company may now or at any time have relative to the work or the contractor's

Obligation or in protection or endorsing its right in any suit or other legal proceeding, charges & expenses & liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the company or pay to the company forthwith on demand without protest or demur all cost, charges & expenses & losses & damages otherwise incurred by it in consequences of any claim, damages & actions which may be brought against the company arising out of or incidental to or in connection with the operation covered by the contractor.

52 . SET OFF:

52.1 Any sum of money due & payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the company or the Govt. or any other person or persons contracting through the Govt. of India & set off the same against any claim of the company or Govt. or such other person or person for payment of a sum of money arising out of this contract made by the contractor with company or Govt. or such other person or persons contracting through Govt. of India.

53. No Sub-Contracting is permissible by BSNL. The near relatives of all BSNL employees (Non-executive employees working in BSNL, Office (Name of unit) and executive employees (also called Gr. 'A' and Gr. 'B' officers working in BSNL, Office (name of unit) either directly recruited or an deputation are prohibited from participation in this tender. The near relatives for these purpose are defined as:

a). Member 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, (So son's wife (daughter-in-law), Daughter (s) & daughter's husband (Son-in-law), brother (s) & brother's wife (sister-in law) & sister's husband (brother-in-law).

54. The tenderer should give a certificate to the effect that none of his/her such relative working in the unit of the BSNL, as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all Directors of the Company. Any breach of these condition by the tenderer, the money/security deposit will be forfeited at any stage when ever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit..

55. The Contractors must accompany the

i). List showing the details of labourers/employees engaged.

ii). Duration of their Engagement.

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

iv). Amount of EPF contributions (both employer's & employees contribution) for the duration of engagement in question, paid to the EPF Authorities.

v). copies of authenticated documents of payment of such contribution of Employee provident fund authorities.

vi). A declaration from the contractors regarding compliance of Employee Provident Fund Act.1952.

vii). While passing the bills of contractors, the bill passing authority must check the payment particulars regarding EPF contribution furnished by the contractors along with the bill as mentioned in above serial numbers and keep full records of the payment s etc. The payment challen copies of Service Tax, EPF,ESI and Statutory levies should be enclosed along with Bill for the preceding month.

SECTION VII

AGREEMENT [specimen]

This agreement made on this day of (month) (Year).....between M/S.....Represented by.... S/o.....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)of the one part & the General Manager BSNL Tumkur Telecom Dist Tumkur-572101 herein after referred to as the company, of other part. Where as the contractor has offered to enter into contract with the said company for the execution of HOUSE KEEPING SERVICE as specified in the tender G-2/ House Keeping Tender/ 2008-09 / 1 dated 25//2008 and other associated works on the terms and conditions herein contained and the 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 these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows.

- 1) The contractor shall, during the period of this contract 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 labourers employed at his own expenses and other associated works as described in tender documents (annexed to the agreement), when the company or General Manager BSNL, Tumkur 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 execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression “ The Agreement” or “ The Contract” wherever herein used.
- 3) The contractor shall also supply the requisite number of workmen of workman with men & materials Required for the proper execution of work within the time prescribed in the Terms of Contract.
- 4). In Case the work gets reduced in tender period, such quantum of work will automatically gets reduce. The same shall be intimated by BSNL. Subsequently the bid amount also reduced proportionately.
- 5). The contractor shall abide by the terms & conditions, rules, guidelines, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the company having bearing on execution of work and payments of work to be done under the contract.

In witness where of the party's presents have here unto set their respective hands and soul the day.....And year in-----

Above written
the

signed sealed & delivered by

Above named Contractor in
the
Presence of

Witness:

1.
of

Signed & Delivered on behalf

2.

The CMD BSNL by

Witness:

1.

2.

SECTION VIII

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender Number.....

Subject: Authorization for attending bid-opening on_____ (date) in the tender of

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

Specimen Signatures

Name

I

II

Alternate Representative

Signature of bidder

Or

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

Note. 1. One representative will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative is not able to attend.

SECTION X

**LIST OF CLEANING METIRIALS REQUIRED FOR CARRYING OUT
THE CLEANING WORK EVERY MONTH IS AS FALLOWS**

SL NO.	ITEMS	TOTAL
1	Broom sticks (Bombay) variety	
2	Broom sticks (Coconut tree)	
3	Long sticks Broom	
4	Cleaning cloth	
5	Coir Brushes	
6	Sponge	
7	Acid applying brush	
8	Phenyl Bottles	
9	Urinals Cake	
10	Naphthalene Balls	
11	Soaps	
12	Liquid Soap	
13	Air Fresheners	
14	Glazed tiles cleaning liquid	

**SECTION XI
SCHEDULE OF RATE**

From

To Divisional Engineer [Admn]
O/o General Manager, BSNL,
Tumkur-572101.

Sir,
Sub: HOUSE KEEPING SERVICES IN OFFICES/TELEPHONE EXCHANGED of BSNL at Tumkur.

Ref NIT NO. G-2/House keeping Tender/09-10/1 Dated At Tumkur The 26-03-09

The Bidder Should Submit

1. **EPF Code No:-**
2. **ESI Code No:-**
3. **Service Tax Registration No:-**
4. **I.T.PAN Number:-**

(Without the above details the Bid is liable for rejection)

SL. NO.	Description	Total area for which up-keep services required	Approximate no of persons proposed to be engaged	The wages proposed to be paid to individual labor with split figure (EPF,ESI, SVC tax). {The same shall to conform to minimum wages act}	Total Charges for Up-keeping including all charges.
1	a).Total charges for housekeeping as specified in section IX of bid document treating as one job excluding cleaning materials furnished in section X of bid document.	Built Up area , Open Space, Cleaning of C-Table wash basin, toilets etc (As per Annexure-IX)			
	b). Service Tax at Prevailing rate.				
	GRAND TOTAL				
2	a). Total charges for housekeeping is as specified in section IX of bid document treating as one job Including cleaning materials furnished in section X of bid document.	Built Up area , Open Space, Cleaning of C-Table wash basin, toilets etc (As per Annexure-IX)			
	b). Service Tax at prevailing rate				
	GRAND TOTAL				

Thanking you,

yours Faithfully,

Date:
Place:

Signature

Name:

Tender form no-