



Bharat Sanchar Nigam Ltd.

(A. Govt of India Enterprises)
(Civil Wing)

OFFICE OF THE

EXECUTIVE ENGINEER (C), BSNL, CIVIL DIVISION, BLOCK

No-5, SET No-4, PHASE-III, SECTOR-6, KANGNADHAR,

NEW SHIMLA (HP)-171009.

(TELEPHONE No-0177- 2673088 Fax No-2673828).

e-TENDER DOCUMENT

FOR

THE WORK OF

**“Provision of Sweeping and Cleaning Service in BSNL HP Circle Office
Units Housed at Shimla and Sunder Nagar [HP] for one year 2023-2024
and onwards.”**

NIT No : EE/BSNL/CD/SML/DB / Year 2023-24/04. Dated-25-04-2023

Certified that this document contains **1 To 48** printed pages including the cover page.

To be submitted only online on the website: www.tenderwizard.com/BSNL

by 18.00 hrs on **02/05/2023**

O/o Executive Engineer (Civil)

BSNL Civil Division,
Shimla (HP)

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Executive Engineer [C]
BSNL Civil Division
Shimla (HP)

SECTION - I

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS/ BIDDERS FOR E-TENDERING FORMING PART OF BID DOCUMENT

The Executive Engineer, BSNL Civil Division Shimla (HP), on behalf of Bharat Sanchar Nigam Limited (A Government of India Enterprise), re-invites online item rate bids from prospective Service Providers [Individual / Sole proprietor / Partnership Firm / Company] having Experience of providing similar services in Central Govt. / State Govt. / PSU / Govt. bodies for following work:

S. No.	NIT No.	Name of work	Estimated Cost Put to bid	Cost of e-Tender	Earnest Money	Period of Completion	Last date & time of online submission of bid	Period during which EMD, Bid cost, and other documents shall be submitted	Time & date of opening of Bid
1	2	3	4	5	6	7	8	9	10
1.	EE/BSNL/CD/SML/DB / Year 2023 - 2024/04.	Provision of Sweeping and Cleaning Service in BSNL HP Circle Office Units Housed at Shimla and Sunder Nagar [HP] for one year 2023-2024 and onwards.	Rs. 901007.00	Rs. 590.00	Rs. 18020.00	12 (Twelve) Months.	18.00 Hrs. on 02-05-2023.	Before or within 5 days of bid submission end date	Technical Bid to open on 03.05.2023 at 15:30 and Financial bid at 11:00 Hrs on 04.05.2023.

1. The intending bidder must read terms and conditions of BSNL W6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and instructions for bidders posted on website www.tenderwizard.com/BSNL or www.hp.bsnl.co.in/hpc shall form part of bid document.
3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.tenderwizard.com/BSNL or www.hp.bsnl.co.in/hpc or "<http://eprocure.gov.in>.
The bid can only be submitted after depositing processing fee in favour of ITI limited and uploading the mandatory scanned document such as Demand draft or Pay order or Banker's cheque of any scheduled Bank towards cost of bid document in favour of **Accounts Officer (Cash), O/o G.M (TD), BSNL, SHIMLA (HP), payable at Shimla (HP)**, declaration in Annexure –IV for EMD and other documents as specified.
4. Those contractors not registered on the website mentioned above are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
5. The intending bidder must have valid **class III digital signature** to submit the bid.
6. On opening date the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
7. Contractor can upload documents in the form of JPG format / PDF format.
8. Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" Zero.

If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub head in percentage rate tender, the tender shall be treated as invalid and will not be

9. For e-Tendering, BSNL has engaged e-portal maintained by M/s ITI Ltd. The agency intending to participate in tendering process shall have to register with <https://www.tenderwizard.com/BSNL> by making online payment of required amount with registration particulars. For further details kindly visit website <http://www.tenderwizard.com/BSNL> or contact on ITI helpline nos. 01723953753, 08261033300 /09625033300 /08261922200.

10. The tenderer should read carefully & understand the tender document, procedure for e- tendering etc. completely before participating in the e-tender procedure. Participation in the e-tendering, presumes that the bidder (s) has/have gone through all the terms & conditions of the bid document and are fully agreeable to it.
11. Conditional tender shall be rejected.
12. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.
15. **List of Documents to be scanned and uploaded within the period of bid submission:**
 - i) Enlistment order if any of the bidder, copy of affidavit of sole proprietorship in case of sole proprietorship / copy of partnership deed in case of partnership firms / copy of memorandum and articles of association along with list of Board of Directors in case of company & Certificate of incorporation /registration in case of partnership firm / limited company or corporation*.
 - ii) Valid MSE Certificate, if applicable. In case the ownership of such MSE entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
 - iii) Near relative certificate as stipulated under clause 11 of Notice Inviting Tender (Annexure I).
 - iv) Undertaking regarding abidance of various labour Acts as per Annexure II.
 - v) Undertaking regarding physical submission of bid documents as per Annexure-III
 - vi) Earnest money declaration in prescribed proforma as per Annexure IV.
 - vii) Demand Draft / Pay order or Banker's Cheque of any Scheduled Bank towards Cost of Bid Document
 - viii) Certificates of Work Experience.
 - ix) Copy of EPF & ESIC registration.
 - x) Registration certificate with Regional Labour Commissioner.
 - xi) Copy of GST Registration issued by concerned Department of Govt. of HP / Govt. of India.
 - xii) Copy of PAN Card.
 - xiii) Power of attorney / Authorization letter to the person who signs the tender in case of companies etc.
 - xiv) Undertaking & declaration as per Section-VI.
 - xv) Bidder's profile as per Section-VIII.
 - xvi) Bid form as per Section IX.
 - xvii) Affidavit of "NON BLACKLISTING" of bidder Firm/company as per Section-X.

*** In case of partnership deed / memorandum of articles of association, if there is difficulty in uploading due to large number of pages [huge file size], the hard copies of same shall be submitted along with other documents.**

16. Self certified copies of all uploaded documents under para 15 and Original financial payment instrument against Tender Cost shall be deposited within the period of physical form submission.
17. **If the contractors do no submit the physical bid documents / Technical Bid consecutively three times after submission of online bids, action shall be taken to withdraw his / their enlistment & debar him / them from tendering in BSNL for the period of six months.** An undertaking in this regard is to be submitted along with the tender by the tenderers as per Annexure III.

ANNEXURE-I

(To be submitted by the contractor regarding near relatives working in BSNL Civil Zone as per clause 11 of NIT)

CERTIFICATE FOR NEAR RELATIVES

"I.....S/oResident of
..... hereby
certify that none of my relative(s) as defined in clause 11 of BSNL W-6 is / are employed in **BSNL HP
South/North Civil Zone.**

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".

SIGNATURE OF CONTRACTOR

(Note: The certificate in case of Proprietorship Firm shall be given by the proprietor and for Partnership firm's certificate shall be given by all Partners and in case of Limited Company by all Directors of the company. However, Government of India / Financial Institutions nominees and independent non-official part-time Directors appointed by Govt. of India or the Governor of the State are excluded from the purview of submission of this certificate while submitting tenders by Limited Companies.)

Annexure-II

Undertaking / Declaration regarding abidance of applicable labour Acts & laws

“I / We _____ do hereby solemnly declare that I / we shall abide by all the rules / condition / provisions of ‘The Employees Provident Funds Act 1952 / Scheme 1961’, ESIC Act, Minimum Wages Act, Industrial Disputes Act and Contract Labour Act, Compensation Act including amendments from time to time and all other provisions of the labour laws applicable on engagement of labour. In case of any default, the sole responsibility shall be mine / us. I/We shall also be liable for any pecuniary liability arising on account of any violation by me/us of the provisions of the said Acts”.

“I / We _____ do hereby solemnly declare that I / we shall comply with all the central and state labour laws including laws finding reference in indemnification clause 11 of Section-V Part A”.

This declaration shall become part of the Agreement.

SIGNATURE OF CONTRACTOR

Annexure-III

UNDERTAKING REGARDING SUBMISSION OF PHYSICAL BID DOCUMENTS

“If I / We _____ do not submit the physical bid /offline documents e.g. EMD and Tender cost after submission of online bids **consecutively three times** within the prescribed time, it shall be treated as breach of conditions and action shall be taken to withdraw my / our enlistment / debar me / us from tendering in BSNL for 6 (Six) months”.

SIGNATURE OF CONTRACTOR

SECTION - II

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Bharat Sanchar Nigam Ltd.

(A Government of India Enterprise)
(CIVIL WING)

OFFICE OF THE

EXECUTIVE ENGINEER (C), BSNL, CIVIL DIVISION, BLOCK No-5, SET No-4, PHASE-III,
SECTOR-6, KANGNADHAR, NEW SHIMLA (171009).
(TELEPHONE No-0177-2673088, 2673288).

NOTICE INVITING e-TENDER

NIT No : EE/BSNL/CD/SML/DB / Year 2023-24/04.

Dated:-25-04-2023

1. **Item rate e-tenders** are reinvited by the Executive Engineer (C), BSNL Civil Division, Shimla (HP), on behalf of the **Bharat Sanchar Nigam Limited (A Government of India Enterprise)**, from prospective Service Providers [Individual / Sole proprietor / Partnership Firm / Company] having Experience of providing similar services in Central Govt. / State Govt. / PSU / Govt. bodies for the work of:

“Provision of Sweeping and Cleaning Service in BSNL HP Circle Office Units Housed at Shimla and Sunder Nagar [HP] for one year 2023-2024 and onwards.”

The enlistment of the contractors [if any] should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

- 1.1.1 The work is estimated to cost **Rs. 9,01,007.00 (Rupees Nine Lakh One Thousand and Seven Only)**.
- 1.2 The intending Tenderers have to upload the self attested scanned copy of the eligibility documents [listed at page No. 4 under s. no. 15 (i) to (xvii)]. The satisfactory completion certificates of similar works, from the department concerned, shall be obtained from an officer not below the rank of Executive Engineer, in charge of work. The hard copies of self attested uploaded documents should be submitted along with tender cost and EMD declaration in the wax / adhesive tape sealed envelope, to the office of Executive Engineer(C), BSNL Civil Division, Shimla (HP) within the period mentioned in this NIT.

1.2.1 Eligibility criteria regarding Work Experience:

1.2.1.1 The applicant should have completed works as per details below during the last seven years ending last day of the month previous to the one in which the tenders are invited.

- a) Three similar completed works each costing not less than **Rs. 360000.00**
or
b) Two similar completed works each costing not less than **Rs. 451000.00**
or
c) One similar completed works each costing not less than **Rs. 721000.00**

Similar work means **“works of providing services of Hygienic/cleaning & sweeping Jobs or House Keeping jobs”**. The value of executed works shall be brought to current costing level by enhancing the actual value of executed work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders and shall be rounded off to the nearest hundred rupees. Above works should have been carried out in Central / State Government/ Central or State Public sector Undertakings.

The experience certificate given by an officer not below the rank of Executive Engineer shall indicate clearly the nature of the work, agreement no. and satisfactory completion of the work along with actual value of work done and actual date of completion and shall be issued by authorized signatory/ authority and shall be in original / attested. The work experience certificate shall be considered as invalid, if extension of time (EOT) is granted with levy of compensation or not decided on the last date of submission of bids.

- 1.2.3 The contractor shall have to fully abide by the relevant provisions of the Employee's Provident Fund Act 1952, ESIC (wherever applicable) and Rules of The Employees provident Funds Act / Scheme 1961 (as applicable) framed therein from time to time.
- 1.3 The agency should fulfill the criteria of **clause 11** of NIT & should furnish a **Certificate regarding near relatives as per Annexure I**.
- 1.4 The agency/agencies, which are Blacklisted/Debarred/Ceased for Financial Transactions by BSNL and/or any Central/state Govt. Department/PSU are not eligible for tendering.
2. Duration of contract:- The time allowed for carrying out the work, will be **One year** from the date of Award of contract with an option of extension for a further period of **Six month** on the same rates, terms & conditions and on the basis of performance.
3. The bid document consisting of plans, Specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents including General Conditions of Contract Form including correction slips can be seen from website <http://www.tenderwizard.com/BSNL> & www.hp.bsnl.co.in/hpc or "<http://eprocure.gov.in>."

(i) The last date of submission of bids online, will be **02.05.2023 by 18:00 Hrs.**

(ii) The date of submission of offline documents i.e. EMD, tender fee, (After submission of online bid) will be **Before or within 5 Days of bid submission.**

(iii) The date of opening of financial bid of e-tenders will be **04.05.2023 at 11:00 Hrs.**

4. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

While submitting the revised bid, contractor can revise the rate of one or more items any numbers of times (he need not re-enter rate of all the items) but before last date and time of submission of bid as notified.

5. Interested contractors who wish to participate in the tender had to make following payments and submission as under:

5.1 (i) **Cost of Bid Document – Non refundable** in form of Demand Draft / pay orders amounting to **Rs. 590.00** drawn in favour of **Accounts Officer (Cash), O/o G.M (TD), BSNL, SHIMLA (HP), payable at Shimla (HP).**

(ii) **Earnest Money of Rs 18,020.00** as Banker's cheque /deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank /Demand draft of a scheduled bank issued in favour of **Accounts Officer (Cash), O/o G.M (TD), BSNL, SHIMLA (HP), payable at Shimla (HP).** When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money (but not less than 5 lakhs) or Rs. 25 lakhs, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.

(iii) **e-tender Processing Fee- An Amount of as Displayed online while submitting the e-tender (Non refundable)** as processing fee to "I T I Limited" shall be paid through e-payment mode only through the website www.tenderwizard.com/BSNL.

Note: The Cost of tender, Processing fee should be submitted through separate instruments.

The scanned copy of above documents is to be uploaded to the e-Tendering web site within the period of online bid submission and original should be submitted along with self attested copies of eligibility documents in the wax / adhesive tape sealed envelope, to the office of **Executive Engineer(C), BSNL Civil Division, Shimla (HP)** within the period mentioned in this NIT.

5.2 **MODE OF SUBMISSION:-**

a) The copy of cost of Tender, E-tendering processing fee receipt and copies of the eligibility documents [listed at page No. 4 under s. no. 15 (i) to (xvii)] shall be scanned & uploaded to the e-tendering website within the period of tender submission.

b) Original tender cost and EMD shall be submitted in the **wax / adhesive tape sealed envelope**, to the office of **Executive Engineer(C), BSNL Civil Division, Shimla (HP)**, before or within 5 days the period of bid submission end date. Failing which the tender bid (if already opened on the basis of scanned documents uploaded in 1st electronic envelope i.e. technical envelope) shall be rejected. The envelope shall be superscripted with name of work, name of tenderer, date and time of opening of bids.

Online bid submitted by intending bidders shall be opened on the basis of scanned documents uploaded in 1st electronic envelope i.e. technical envelope only of those bidders, whose Earnest Money Deposit, Cost of Bid Document and other documents uploaded in the electronic envelope i.e. technical envelope are found in order.

The financial bid submitted shall be opened at **11:00 Hrs on 04.05.2023**.

The bid submitted shall become invalid and cost of bid & e-Tender processing fee shall not be refunded if:

- i) The bidder is found ineligible.
- ii) The bidder does not upload all the documents as stipulated in the bid document.
- iii) If any discrepancy is noticed between the details/ documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.
- iv) The bidder does not submit documents in physical form as specified in the bid document before specified date and time.

Note: In case the eligibility credentials are not found genuine at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in BSNL for three years including any other action under the contract or existing law.

6. Copies of documents pertaining to the work will be open for inspection by the tenderers at the office of the **Executive Engineer (Civil) BSNL Civil Division, Shimla (HP)**.
7. Before e-tendering, the tenderer are advised to inspect the place of work and fully acquainted themselves about the type /nature of work /plan of work for the satisfactory execution of the contract. No claim whatsoever on such account shall be entertained by the BSNL, in any circumstances. The tenderer shall be responsible for arranging and maintaining at his own cost all materials and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
8. The competent authority on behalf of the BSNL does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without assigning any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
9. Canvassing whether directly or indirectly, in connection with bids is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
10. The competent authority on behalf of BSNL reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
11. The company or firm or any other person shall not be permitted to tender for works in BSNL Civil Zone, in which his near relative(s) (directly recruited or on deputation in BSNL is/are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose is/are defined as:

- i) Member of Hindu Undivided family (HUF).
- ii) They are Husband and Wife.
- iii) The one is related to 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(s), sister's husband (brother-in-law).

The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any executive employee/gazetted officer in the BSNL or Department of Telecom or in the Ministry of Communications.

All the intending tenderers will have to give a certificate/ Declaration that none of his/her such near relative (s) as defined above is/are working in the concerned BSNL Civil Zone where he is going to apply for tender/work. The format of the certificate is as under:

"I _____ S/o Shri _____
Resident of _____ hereby certify that none of my relative(s) as defined above is/are employed in concerned BSNL Civil Zone. 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."

The certificate in case of Proprietorship Firm shall be given by the proprietor, for Partnership Firm certificate shall be given by all partners and in case of Limited Company, by all Directors of the company. However, Government of India/ Financial Institutions nominees and independent non-official part-time Directors appointed by Govt. of India or the Governor of the State are excluded from the purview of submission of this certificate while submitting tenders by Limited Companies.

Any breach of these conditions by the Company or Firm or any other person, the tender/ work will be cancelled and Security Deposit/PG will be forfeited at any stage, whenever it is so noticed. BSNL will not pay any damages to the company or Firm or the concerned person but damages arising on account of such cancellation to be borne by the contractor. The Company or Firm or the person will also be debarred for further participation in the tender in the concerned BSNL Civil Zone. Further, any breach of this condition by the tenderer would also render him liable to be removed from the approved list of contractors of BSNL. If however the contractor is registered in any other Department he shall also be debarred from tendering in BSNL for any breach of this condition.

12. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India including State Government or PSU's (including BSNL) is allowed to work as a contractor for a period of two years after his retirement from Government service, without previous permission of the Government of India or BSNL in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India /State Government or PSU's as aforesaid before submission of the tender or engagement in the contractor's service.
13. The bid for the works shall remain open for acceptance for a period of **60 (Sixty) days** from the date of opening of **financial Bids**. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then BSNL shall, without prejudice to any other right or remedy, be at liberty to take action as per declaration (Annexure IV). **Further the bidder shall not be allowed to participate in the re-bidding process of the work.**
14. Scope of work will be as mentioned in tender documents under Section-III.
15. The successful bidder will follow all the obligations under section-IV and section-V of tender documents.
16. This Notice Inviting Tender shall form a part of the contract document. In accordance with para 2 of Section-V Part A, the letter of intent / Advance work order shall be issued first in favor of the successful tenderer/ contractor and he has to submit its acceptance and performance security / guarantee within 14 days of issue of letter of intent. After submission of the performance guarantee, the letter of award / work order shall be issued. The contract shall be deemed to have come into effect on acceptance of letter of intent by the successful bidder. The successful Tenderer/Contractor shall, within 7 days from acceptance of letter of intent / advance work order, formally sign the agreement consisting of :-
 - a) The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender document, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto

- b) Agreement signed on non-judicial stamp paper of Rs.100/- (Rs. One hundred only) on his own cost before award of work as per proforma annexed to the tender document [Section-XII].
- c) Indemnity bond as per Section-XIII.
17. Payment to the contractors shall be made through e-payment system like ECS/EFT/RTGS as detailed below:-
- (a) In cities/areas where ECS/EFT/RTGS facility is provided by Banks, the tenderer must have Account in such ECS/EFT/RTGS facility providing Banks and that Bank A/c Number shall be quoted in the tender by the tenderer.
- (b) The cost of ECS/EFT/RTGS will be borne by BSNL in all cases where the payment to contractor is made in a local Branch i.e. tenderer is having bank account in the same place from where the payment is made by BSNL unit.
- (c) In case payment is made to outside branch i.e. tenderer is having bank account not in the same place from where the payment is made by BSNL unit, the crediting cost will have to be borne by the tenderer only.
- (d) The payments to contractors will compulsorily be made through ECS/EFT/RTGS in respect of all contracts where the value of the contract is more than Rs. 10 lakhs.
18. First running account bill shall be paid only after
- (a) Signing of the Agreement/Contract by both the parties.
19. If a contractor after purchasing the tender does not quote consecutively on three occasions, the contractor may be debarred for further purchase of tenders for a period of Six months.
20. **Condition for EPF/ESI/GST**
- (a) The bidder must comply with the Provisions of EPF & Misc. Provisions Act, 1952 and Employees Provident Fund Scheme 1952, in respect of labourers/employees engaged by the bidder for carrying out works and he should have valid EPF registration.
- b) The claim bill of contractor must accompany the list showing the details of labourers/ employees engaged ,duration of their engagement, amount of wages paid to such labours/ employees , & authenticated documents showing amount of EPF & ESI contributions (both employer's & employees contribution), paid to the EPF / ESI Authorities. Non compliance of above provision will be treated as breach of contract and necessary action against the bidder will be taken.
- c) The contractor shall be required to comply the provision of ESIC, payment of wages act, contractor labour regulation act, payment of bonus act, payment of gratuity act and GST regulations. Non compliance of above provisions will be treated as breach of contract and necessary action against the bidder will be taken.
- d) **The rates shall be quoted inclusive of all taxes including GST and all other taxes of Central / HP State Government. The rates shall be firm and final. Nothing extra shall be paid on any account & BSNL shall not entertain any claim in this respect.** The invoices raised by the contractor shall indicate GST as a separate component of the gross bill raised. The payment of GST by BSNL to the contractor shall be governed by the rule of the government made in this regard and applicable to BSNL and further as per the rules framed by BSNL in this regard. BSNL shall claim ITC credit for the GST as per rules of BSNL in vogue.
The contractor shall be solely responsible for timely payment of GST to the concerned department. Any penalty / interest for late submission etc. arising thereupon and as demanded by the concerned department shall be sole responsibility of the contractor and BSNL shall have absolutely no liability what so ever on this account.
21. If there happens to be holiday on any dates mentioned above, then the transactions will be made on next working day.

Signature: _____

Name: _____

Executive Engineer (Civil)
BSNL Civil Division Shimla

For & on behalf of Bharat Sanchar Nigam Limited

SECTION – III
SCOPE OF WORK

1. General Scope of Sweeping and Cleaning Services Work:

S. No.	Description of items
1	Daily upkeep by sweeping, brooming & mopping of all covered floor area approximately 43,331 Square feet i.e. rooms, passage etc. including stair case lobby reception area and open area which shall be cleaned daily before office hours in all office areas [as per detail attached at S. No. 2 below] , inside & outside by using liquid phenyl and other materials of good quality complete and as per the direction of Engineer-in-charge. (The item includes cost of all labour and material involved).
2	All Toilets (Approx 26 nos.) [as per detail attached at S. No. 2 below] , are to be maintained by cleaning with phenyl liquid and Toilets Seats are to be maintained by cleaning with Harpic / surf or equivalent chemical / Acid and wet tat/ mop daily before office hours. Provision of liquid Soap, Phenyl Tablets, Air Freshener or Odonil in each toilet is to be made as per the direction of Engineer-in-charge. (The item includes cost of all labour and material involved).
3	Clearance of blockage in Urinal / WC Seats & Toilets line is to be done immediately all complete as per the direction of Engineer-in-charge. (The item includes cost of all labour and material involved)
4	All window panes should be maintained/ cleaned once in a week complete and as per the direction of Engineer-in-charge. (The item includes cost of all labour and material involved)
5	All stair and railing shall be maintained / cleaned properly daily before office hours on all working day all complete and as per the direction of Engineer-in-charge. (The item includes cost of all labour and material involved)
6	All the wash basins shall be maintained / cleaned with Harpic/ Sani Fresh or equivalent, Nirma/ Surf Powder daily before office hours all complete as per the direction of Engineer-in-charge. (The item includes cost of all labour and material involved)
7	Adequate number of phenyl balls should be provided in the washbasins and urinal pots complete and as per the direction of Engineer-in-charge. (The item includes cost of all labour and material involved)
8	Disposal of solid waste such as garbage, waste paper and alike shall be deposited at suitable place and handed over to Municipal Corporation Employee as per Terms & Conditions of Municipal Act or as per the direction of Engineer-in-charge. (The item includes cost of all labour and material involved)
9	The job also includes checking of water supply in all toilets on all the floors of the office and maintenance/ opening of any blockage in the toilets/ urinal lines complete and as per the direction of Engineer-in-charge. (The item includes cost of all labour and material involved)
	<p>[Note 1: The item includes cost of all labour and material (Jhadu, soap, phenyl, pocha etc.) required to execute above mentioned activities per month.]</p> <p>[Note 2: The Payment shall be made on the basis of covered Area in Square feet as per Sr. No. 1 above only where sweeping is to be done in the presence of authorised representative of agency and all jobs as above shall be performed on regular basis. Proportionate Sweeping Area if any which is not cleaned in a particular month, the rate to be paid shall be decreased proportionately on the basis of actually cleaned covered Area.]</p> <p>[Note 3: 07 shifts / per day (03 Shifts for O/o CGMT Block No. 9 & 11 Kasumpti + 01 Shift for O/o GM (CM) Chhota Shimla + 01 Shift for GSM MSC & O/o Chief Architect CTO Bldg. Shimla + 01 Shift for GSM MSC</p>

Sundernagar + 01 Shift for O/o CE (C) South & North Block No. 6, Kangnadar, New Shimla) are required to perform the above mentioned activities (one shift = one worker for half day).]

2. AREA COVERAGE FOR SWEEPING AND CLEANING SERVICES

S. No.	Name of Work	Location of Work	Approx. Covered Area in Sqft	Approx. Open Area [Staircase] in Sqft	No. of Toilets
1	Sweeping/Cleaning/ Dusting/Lifting & Disposal of Garbage	O/o The CGMT Block No.- 11, SDA Complex, Kasumpti, Shimla	13100	830	7
		O/o The CGMT Block No.- 9, SDA Complex, Kasumpti, Shimla	4418	828	4
		O/o GM [CM], Telephone Exchange, Boundary Estate, Chhota Shimla, Shimla.	5788	Nil	4
		GSM MSC, CTO Building, The Mall, Shimla	4337	Nil	0
		GSM MSC, Telephone Exchange, Sundernagar, Distt.- Mandi.	4600	Nil	1
		O/o The Chief Engineer [C], North & South, Set No.- 1,2 & 4, Block-6, Phase-III, Sector- VI, Kanganadar, New Shimla.	3810	Nil	6
		O/o Chief Architect, CTO Building, The Mall, Shimla.	730	Nil	0
Total			36783	1658	22

3. Other Specific Requirements:-

- The contractor would provide hygienic conditions in the administrative offices as detailed in S. No. 2 above, for efficient completion of the job entrusted except Second Saturday, Sunday & Holidays. However on the specific instructions of the competent authority any work can be entrusted to the contractor in addition to above.
- The contractor will engage sufficient resources [07 shifts / per day to perform the above mentioned activities) (one shift = one worker for half day) in the offices as detailed in S. No. 2 on each working day. The contractor will also do so on any second Saturday/Sunday/Holidays on a specific requisition from a competent authority for which nothing extra shall be paid.
- One supervisor of the contractor should be available during office time. The Supervisor of contractor would contact the officer in charge i.e. SDE (C) or any official nominated by him daily at 10.00 a.m., to brief him and also to take instructions if any. The supervisor shall maintain record of attendance of the labour engaged and submit weekly report to SDE (C). The contractor will also intimate his and the supervisor's local address, contact number and mobile number.
- Any fault arises in water supply line or sewerage line the same will be brought to the notice to SDE (C) or any official nominated by him immediately by the supervisor of the contractor.

5. The age of workers of the contractor should be in accordance to relevant labour laws.
6. The competent authority shall have the power to make any alteration/addition in schedule of any item of work that may appear to him to be necessary during the progress of work. The schedule of work, altered, added or deleted will be binding on the contractor.
7. The successful contractor will use materials for upkeep i.e. needle brooms, soft needle brooms, stick having rubber pad, brush tat, spider web removing sticks having brush on top, brush, etc.
8. The persons engaged by the contractor should be neatly dressed in prescribed uniform and should be courteous and should have good character.
9. In case, the person employed by the contractor commits any act of omission / commission that amounts to misconduct / indiscipline / incompetence or security risks, the contractor will take appropriate disciplinary action against such persons, including their removal from site of work, if required by the BSNL immediately on being brought to their notice.
10. The service provider shall ensure that any details of office, operational process, technical expertise, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in the BSNL.
11. The agency shall depute a co-coordinator / supervisor, out of the deployed personnel, who would be responsible for immediate interaction with the SDE(C), BSNL, in-charge of work, so that optimal services provided by the agency could be arranged without any disruption.
12. The selected agency shall immediately provide a substitute in the event of absence of any person. The delay by the Agency in providing a substitute beyond two hours shall attract liquidated damages at the rate as given in penalty clauses, from the service providing agency, besides deduction in payment on pro-rata basis.
13. This office shall not be responsible for any damages, losses, claims, financial or otherwise due to injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
14. The work force deployed by the contractor shall not have any claims of Master and Servant relationship with BSNL nor have any principal and agent relationship with or against the BSNL.
15. The work force deployed by the contractor for the contract shall not be entitled for claim, pay, perquisites and other facilities, which may be admissible to casual, ad-hoc, regular/confirmed work force during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to any claim for absorption in the regular/ otherwise capacity in the BSNL. The Contractor should make it known the above to the work force of the contractor.
16. The contractor shall be solely responsible for redresses of grievances/resolution of dispute relating to the work force deployed.
17. Equipments like TV, P.C's, A/C in rooms etc. should not be used by the contractor or his personnel.
18. The contractor will ensure that the personnel employed are not loitering in the corridors, chewing, paan or smoking etc. The personnel shall not indulge in playing cards, hearing of music from mobile set, consuming liquor or narcotics or indulging in gossip with any outsider while on duty within the premises of BSNL.
19. The personnel should leave the campus immediately after completion of their job on the campus.
20. The personnel will abstain from taking part in any staff union and association activities.
21. BSNL reserves right to impose penalty as per penalty clause for any violation of the terms and Conditions of this contract by any of the functionary or employees of the contractor.
22. The contractor shall be responsible for any theft by his worker / workers of the items from the rooms or any other area of the office. The details of the stolen materials / stores will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of BSNL authorities on this will be final and binding on the contractor.

23. If work of any employee of contractor is not satisfactory, the matter will be reported to contractor and contractor has to provide the substitute for such employee.
24. The contractor shall not subcontract the work or part of it to any other agency.

4. PERIOD OF CONTRACT:-

The contract is valid for a period of **One year** from the date of agreement which may however be extended with sole discretion of the competent authority by a maximum 50% of the total value of the contract at the approved rates for a period of 6 months.

SECTION – IV
GENERAL INSTRUCTIONS TO BIDDERS (GIB)

A. INTRODUCTION:

1.0 DEFINITIONS:

- (a) **"The Purchaser"** means the Bharat Sanchar Nigam Limited (BSNL), Himachal Pradesh Circle Shimla.
- (b) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid.
- (c) **"The Supplier"** or **"The Vendor"** or **"The Contractor"** means the individual or firm performing the services under the contract.
- (d) **"Sweeping and Cleaning Services"** means the services as defined in the scope of work under Section – III.
- (e) **"The Advance Work Order"** or **"Letter of Intent"** means the intention of Purchaser to place the Work Order on the bidder.
- (f) **"The Work Order"** means the order placed by the Purchaser on the Contractor signed by the Purchaser including all attachments and appendices there to and all documents incorporated by reference therein. The work order shall be deemed as **"Contract"** appearing in the document.
- (g) **The Contract Price"** means the price payable to the Contractor under the work order for the full and proper performance of its contractual obligations.
- (h) **"Successful Bidder(s)"** means the bidder(s) to whom work in this tender is awarded.
- (i) **"Engineer-in-Charge"** means Executive Engineer (C) BSNL Civil Division Shimla (HP).

2.0 ELIGIBILITY OF BIDDERS:

The participating bidder should be an Individual/Sole Proprietor/Partnership firm/Limited Company and should have eligibility credentials & registration with different departments as indicated in clause 1.2 of NIT Section-II and requisite work experience of similar works as mentioned in clause 1.2.1 of NIT Section-II. Also the bidder should have to deposit the cost of bid document of requisite value as per clause 5.1 (i) of NIT Section-II of the Tender document.

3.0 COST OF BIDDING

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

4.0 DOCUMENTS REQUIRED

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

5.0 CLARIFICATION OF BID DOCUMENTS

- 5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **3 days prior to the date of online submission of the Tenders.**
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6.0 AMENDMENT OF BID DOCUMENTS

- 6.0 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 6.1 The amendments shall be notified in writing by Addendum through e-tendering portal and these amendments will form the part of the bid document. All the bidders are requested to check the website / e-tendering portal from time to time for any modification before submitting the bid.
- 6.2 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

7.0 BID PRICES

- 7.1 The bidder shall give the total composite price inclusive of all Levies, Taxes and cost of material. The offer shall be firm in Indian rupees. No Foreign exchange will be made available by the BSNL.
- 7.2 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 7.3 **If the L-1 bid is less than the minimum wages including all the statutory taxes, levies and dues payable by the contractor, then the bid will be rejected and the bid EMD will be forfeited.**

8.0 DOCUMENTS ESTABLISHING BIDDERS ELIGIBILITY AND QUALIFICATION REQUIRED TO BE SUBMITTED WITH BID FORM

- 8.1 The bidder has to upload the scanned copies of eligibility documents [as indicated in clause 1.2 of NIT Section-II] in e-tendering website within the period of tender submission as well as to submit the self Original tender cost and EMD to Executive Engineer(C), BSNL Civil Division, Shimla (HP) within the period mentioned in this NIT.
- 8.2 The bidder is expected to examine all instructions, forms, terms and conditions/ Scope in the Bid Documents. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

9.0 BID SECURITY / EMD

- 9.1 The bidder shall submit, Earnest Money declaration as per NIT.
- 9.2 The MSE bidders are exempted from payment of bid security:
- A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
 - The enlistment certificate issued by MSME should be valid on the date of opening of tender.
 - MSE unit is required to submit its monthly delivery schedule.
 - If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 9.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 9.7.
- 9.4. A bid not secured in accordance with Para 9.1 & 9.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders.
- 9.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to clause 10 of this section.
- 9.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the Advance Work Order and furnishing the performance security.

- 9.7 The action shall be taken against the bidder as per declaration in Annexure-IV:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently;
 - or
 - b) If the bidder does not accept the APO / AWO and/ or does not submit PBG & sign the contract / agreement in accordance with clause 22 of this section.

Note: - The bidder shall mean individual company/ firm or the front bidder and its technology/consortium partner, as applicable.

- 9.8 No Interest shall be paid on the amount of EMD, deposited against the tender.

10.0 PERIOD OF VALIDITY OF BIDS

10.1 The Bids shall remain valid for **60 days** from the date of opening of financial bid. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.

10.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 9 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

11.0 FORMATS AND SIGNING OF BID

11.1 The intending Tenderers have to upload the self attested scanned copy of the eligibility documents [listed at page No. 4 under s. no. 15 (i) to (xvii)]. The hard copies of self attested uploaded documents should be submitted along with tender cost and EMD declaration in the wax / adhesive tape sealed envelope, to the office of Executive Engineer(C), BSNL Civil Division, Shimla (HP) within the period mentioned in this NIT.

11.2. The bid / eligibility documents should be signed as below:-

- a) In case of the sole proprietor of the firm: By the sole proprietor himself or by his authorized signatory duly authorized by written power of attorney accompanying the bid.
- b) In case of partnership firm: By any of the partners duly authorized by all the other partners on their letterhead or by their authorized signatory duly authorized by written power of attorney accompanying the bid.
- c) In case of Company: By the authorized signatory. A photocopy of the resolution of the board of directors to this effect or written power of attorney would be submitted along with the tender, Copies of necessary documents must be attached.

12.0 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney is to be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.
- (e) **In case the representative of bidder company who uploads the document on e-tender portal using his Digital Signature Certificate (DSC), is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name, shall also be made as one of the power of Attorney holder by the bidder**

Company, in addition to the authorized signatory for the bid.

13.0 PREPARATION AND SUBMISSION OF BID:

- 13.1 The bid documents shall be prepared and submitted as per para 3, 4 & 5 of notice inviting tender [Section-II].
- 13.2 Bids must be submitted by the bidders on or before the specified date & time indicated in para 3 of notice inviting tender [Section-II].
- 13.3 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 of this section, in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

14.0 LATE BIDS:

- 14.1 No bid shall be accepted after the specified deadline for submission of bids prescribed by the purchaser. Any bid received after deadline will be rejected and returned unopened to the bidder.

15.0 OPENING OF BIDS AND EVALUATION BY PURCHASER:

- 15.1 The Executive Engineer (C), BSNL Civil Division Shimla shall open bids on specified date & time indicated in para 3 & 5.2 of notice inviting tender [Section-II] in the presence of bidders or their authorized representative who wish to attend, on date of opening the bids. Authority letter

[Section-VII] to this effect shall be submitted by the bidder / representative before they are allowed to participate in bid opening. The bidder or representative who is present shall sign on an attendance register. Only one representative of any bidder shall be authorized and permitted to attend the bid opening.

- 15.2 The received bids will be opened as per the procedure detailed below.
- a) First Technical bid envelope containing all hard copies of documents required as per NIT will be opened on the schedule time and date.
 - b) After evaluating technical bid documents received in hard copies, technical bid of e-tender will be opened online on the schedule time and date of those bidders only, whose cost of Bid Document and hard copies of eligibility documents are found in order as per NIT conditions.
 - c) After e-tender technical bid evaluating, financial bid of eligible bidders will be opened on the schedule time and date as per NIT in the presence of the bidders or their authorized representative.
- 15.3 The Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without service deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 15.4 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 15.5 The evaluation and comparison of responsive bids shall be done on the basis of rates quoted per month including all taxes & material.
- 15.6 BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

16.0 CLARIFICATION OF BIDS:

- 16.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing.

However, no post bid clarification at the initiative of the bidder shall be entertained.

16.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

17.0 CONTACTING THE PURCHASER:

17.1 Subject to clause 16 of this section, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

12.2 Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

18.0 AWARD OF CONTRACT:

BSNL shall consider placement of letter of intent to the eligible bidder/bidders, whose offers have been found lowest. The bidder shall, within 14 days of issue of Letter of Intent, submit its acceptance and performance security.

19.0RIGHT TO VARY QUANTITIES:

BSNL reserves the right to increase or decrease up to 50% of the services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract. However BSNL shall place order as per the actual requirements only from time to time.

20.0PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

21.0 ISSUE OF ADVANCE WORK ORDER (AWO)

21.1 The issue of an Advance Work Order / letter of acceptance shall constitute the intention of the Purchaser to enter into contract with the bidder.

21.2 The bidder shall within 14 days of issue of the advance work order (AWO), give its acceptance along with performance guarantee in conformity with the proforma provided in the bid document at Section-VII.

21.3 Work order / award letter shall be issued by the Executive Engineer [Civil] Shimla based on actual requirement.

22.0 SIGNING OF CONTRACT

Signing of Agreement shall constitute the award of hygienic / cleaning and sweeping services contract on the bidder. Successful bidder shall have to execute contract agreement on a non judicial stamp paper of Rs.100/- (Rs. One hundred only) on his own cost in the proforma enclosed [Section-XII] with tender document before award of work. Successful bidder is required to enter the agreement within a week (**seven days**) from the date of acceptance of AWO. **The Executive Engineer (C) BSNL Civil Division Shimla will sign the contract Agreement on behalf of the BSNL.**

23.0 ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 21 & 22 above shall constitute sufficient ground for the annulment of the award and forfeiture of the Bid Security in which event BSNL may

make the award to any other bidder at the discretion of BSNL or call for new bids.

24.0 ACTION BY PURCHASER AGAINST BIDDER(S)/VENDOR(S) IN CASE OF DEFAULT:

In case of default by Bidder(s) / Vendor(s) such as

- a) Failure to deliver any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 4 of Section-III;
- b) Failure to perform any other obligation(s) under the Contract; and
- c) Or any other default whose complete list is enclosed in Appendix-1.
BSNL will take action as specified in Appendix-1 of this section.

25.0 VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will ensure that all the documents and certificates, including experience/ performance and self certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per Clause-1 of Appendix-1 of this section.

Appendix-1 to Section IV

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

	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or execution of the work at all even in extended delivery schedules, if granted against PO/ AWO/WO.	i) Termination of PO/ AWO/WO. ii) BSNL may undertake purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or execution of the Work in full even in extended delivery schedules, if granted against PO/ AWO/WO.	i) Short Closure of PO/ AWO/WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) BSNL may undertake purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 9 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	(a) for amount already paid by BSNL .	
	(b) for Quantity in excess of that supplied by Vendor to BSNL.	
	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
6	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the services received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work.
7	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work.
8	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.

	a) inspite of order of Arbitrator.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p> <p>iii) Take legal recourse i.e. filing recovery suite in appropriate court.</p>
S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
	b) inspite of Court Orders.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
9	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ GST/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
10	<p>The following cases may also be considered for Banning of business:</p> <p>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.</p> <p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	<p>i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8: -In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.		

SECTION – V Part A

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION:

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in DNIT unless otherwise agreed by BSNL.

2. PERFORMANCE SECURITY / GUARANTEE:

- 2.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security (Valid for 18 Months) to the purchaser for an amount equal to **3%** of the Contract value within 14 days from the date of issue of Advance work order / letter of Intent by the BSNL [Engineer-in-charge, Executive Engineer (C) BSNL Civil Division Shimla].
- 2.2 The proceeds of the performance security shall be payable to the BSNL as compensation for any loss resulting from the supplier's / service provider's failure to complete its obligations under the contract.
- 2.3 Performance Security shall be submitted in the form of Demand Draft/ Banker's Cheque/ Fixed Deposit Receipts issued in the name of Accounts Officer (Cash), O/o GMTD BSNL Shimla, payable at Shimla or shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in Section-VII of this Bid Document.
- 2.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
- 2.5 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure and also he may be debarred to bid for 3 years.

3. PAYMENT TERMS:

- 3.1 The contractor will submit bill complete in all respect every month on or before 7th of next month for payment along with the following documents to SDE (C) for verification/scrutiny. The amount admissible will as far as possible will be paid by 30th working days after the date of presentation of the bill by the contractor to the Engineer-in-charge or his authorized representative / SDE (C).
 - (a) A declaration to the effect that:**
 - (i) He has complied with the conditions of Industrial Disputes Act and contract labour Act with latest amendments.
 - (ii) He has complied with the provisions of Minimum Wages Act.
 - (iii) He has complied with the provisions of EPF/Misc. provision ACT-1952/EPF Scheme-1952, compensation Act and all other provision of the labour laws applicable on engagement of labour and with latest amendments. Documentary proof in support of depositing of statutory dues of the employees in time be given by the contractor while submitting the bill that he has paid the amount of EPF/ESI contribution (both employers and employees contribution) for the duration of engagement in question the EPF/ESI authority.
 - (iv) He has complied with the ESI Act, as per latest instructions of ESI Act.
 - (v) He has complied with all the Central & State labour laws including laws finding reference in indemnification clauses.
 - (b)**
 - (i) Details of labour / workers engaged in Performa as at Section-XI.
 - (ii) Copies of authenticated documents of payment of EPF/ESI contributions to the concerned authorities.
 - (iii) Forms in the Performa 5, 5-A, 12, 12-A prescribed in EPF Scheme as applicable.
 - (iv) The successful bidder will deposit the GST as applicable with the concerned authorities for the bills raised to the BSNL from time to time.
 - (c) Important Conditions regarding submission of claims, mode of payment and making payment to labour /workers:**
 - (i) Claim for second and subsequent running bill will be entertained only after receipt of details regarding payments of wages to workers, EPF/ ESI etc. contributions deposited with concerned authorities in respect of previous bill.

- (ii) Agency will make Payment to workers / labourers on or before 7th of every month.
 - (iii) In no case the workers / labourers shall be paid less than minimum wages notified by Ministry of labour and employment, office of the Chief Labour Commissioner (C), New Delhi or as notified by the local administration, whichever is higher. In case any variation in payment of minimum wages found, the deduction at penal rate i.e @ Rs. 1000/- per worker per day will be done from the bills or any amount of agency due with BSNL.
 - (iv) Agency will submit the attendance of persons from the officer where the Service or shift has been provided.
 - (v) The agency shall make payment to labourers / workers engaged by him through ECS/EFT only. Next claim of bill will be processed only after receipt of full details of deposited ECS/EFT, EPF & ESI detail of each labourers / workers from vendor for previous bill.
- 3.2 The bidder has to give the mandate for receiving all payments electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/ supplier. The bidder companies are required to give the following information for this purpose:-
- (i) Beneficiary Bank Name:
 - (ii) Beneficiary branch Name:
 - (iii) IFSC code of beneficiary Branch:
 - (vi) Beneficiary account No.:
 - (vii) Branch Serial No. (MICR No.):
- 3.3 Payment of monthly bill raised by successful bidder shall be made after Tax deduction at source and surcharge as per the rates applicable from time to time.
- 3.4 Contractor shall be responsible for timely submission of bill complete in all respects on monthly basis.
- 3.5 No Payment shall be made in advance.
- 3.6 The contractor shall be responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI etc. as applicable.
- 3.7 The Executive Engineer [C] BSNL Civil Division Shimla shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties as mentioned in this document.
- 3.8 Each claim bill of the contractor must accompany details of workers/employees engaged for carrying the cleaning and sweeping services, duration of their engagement/wage register /amount of wages paid/amount of EPF/ESI contributions and declaration from the contractor regarding compliance of the condition of EPF Act 1952. (Section-3.1)

4.0 PRICES

- 4.1 Prices charged by the supplier for services performed under the contract shall not be higher than the prices quoted by the supplier in its Bid except for variation caused by change in taxes/duties as specified in 4.2 mentioned below.
- 4.2 For changes in taxes / duties during the scheduled delivery period, the unit price shall be regulated as under:
- (a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time.
 - (b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/duties for the supplies made from the date of enactment of revised duties/taxes.
 - (c) In case of increase in taxes and other statutory duties during the scheduled delivery period, the purchaser shall revise the prices as per new duties/taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
- 4.3 Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO.
- 4.4 The contractor will quote his bid as per the current minimum wages as defined in para (xxiv) of Section-V Part B and as applicable on the closing date of the bid.
- 4.5 The minimum wages are enhanced by Ministry of labour and employment, office of the Chief Labour Commissioner (Central), New Delhi or as notified by the local administration, whichever is higher from time to

time. If there is any increase in minimum wages by above statutory bodies, during the currency of work, vendor will pay the enhanced minimum wages, whichever is higher and will submit the proof of payment at the enhanced rate along with employee contributions to the labour employed by him. The enhanced wages paid by the agency will be reimbursed by the BSNL in the following manner:

- a) If after submission of the tender the wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order and such increase exceeds ten per cent of the wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions if any for the work, and the contractor thereupon necessarily and properly pays in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied. Provided always that any increase so payable is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to any delay in the execution of the contract within the control of the contractor.
- b) Provided, however, no reimbursement shall be made if the increase is not more than 10% of the said wages, and if so, the reimbursement shall be made only on the excess over 10% and provided further that any such increase shall not be payable if such increase has become operative after the contract or extended date of completion of the work in question.
- c) If after submission of the tender, the wages of labour is decreased as a direct result of the coming into force of any fresh law or statutory rules or order and such decrease exceeds ten per cent of the wages prevailing at the time of receipt of the tender for the work, the BSNL shall in respect of labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work minus ten per cent thereof and the wages of labour on the coming into force of such law, statutory rule or order.
- d) The contractor shall, for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of the BSNL, and further shall, at the request of the Engineer-in-Charge may require any documents so kept and such other information as the Engineer-in-Charge may require.
- e) The contractor shall, within a reasonable time of his becoming aware of any alteration in the wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

5.0 PENALTY / LIQUIDATED DAMAGES

- 5.1 In case of late attendance/absence during working hours during working hours by any personnel, the BSNL reserves the right of deduction of proportionate amount of wages from the bills payable.
- 5.2 For repeated violation of term & conditions, BSNL reserves right to cancel the contract & forfeit performance security. The contractor will be barred to bid for three years.
- 5.3 The penalty as above may also be imposed for any violation of the terms and conditions stated in the tender document.
- 5.4 In case the contractor fails to execute/perform the assigned works or a part thereof, BSNL shall be authorized to make proportionate deductions of wages payable from the bills of the contractor.
- 5.5 In case of non-execution of the work, the job will be got done from the open market and the amount so paid for the said work will be deducted from the bill or security. In addition to above, penalty up to Rs. 500/- per day may also be deducted from the bill or performance security deposit.

6.0 FORCE MAJEURE

- 6.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect

of such non performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

7.0 TERMINATION OF CONTRACT:

- 7.1 BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts
- a. If the contractor fails to provide service within the period(s) specified in the contract or any extension thereof granted by BSNL;
 - b. If the contractor fails to perform any other obligation(s) under the contract.
- 7.2 BSNL may, without prejudice to any other rights under law or the contract, will have right to get the work done at the risk and cost of the contractor, in above circumstances.
- 7.3 BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

8.0 ARBITRATION

- 8.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CE [Civil] BSNL HP North Zone Shimla or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CE [Civil] BSNL HP North Zone Shimla or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CE [Civil] BSNL HP North Zone Shimla or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CE[Civil] BSNL HP North Zone Shimla or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CE [Civil] BSNL HP North Zone Shimla or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 8.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act 1996 as amended from time to time and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 8.3 The venue of arbitration shall be BSNL Civil Zone Shimla and / or BSNL Civil Division Shimla HQ or the office of the Arbitrator situated in BSNL HP Circle or at the respective Territorial Circle/SSA HQ, as the case may be.

9.0 SET OFF

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

10.0 COURT JURISDICTION

- 10.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of Advance Work Order shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.
- 10.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ agreement entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ agreement has been issued. Accordingly, a stipulation shall be made in the contract as under.

“This Contract/agreement is subject to jurisdiction of Court at Shimla only”.

11.0 INDEMNIFICATION

- 11.1 The successful bidder is solely liable to fully indemnify and keep BSNL indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the BSNL on account of acts of omission/commission attributable to successful bidder/contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts and with latest amendments. BSNL shall be vested with sole discretion to determine damages/loss suffered on account of above from the dues payable or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the successful bidder at any point of time, with the following laws and their latest amendments.
- (a) Bonded Labour System (Abolition) Act, 1976.
 - (b) Contract Labour (Regulation and Abolition) Act, 1970.
 - (c) Child Labour (Regulation and Prohibition) Act, 1986.
 - (d) Employees provident fund and miscellaneous provisions Act, 1952.
 - (e) Employees State Insurance Act, 1948.
 - (f) Equal remuneration Act, 1976.
 - (g) Industrial Disputes Act, 1947.
 - (h) Industrial Employment (Standing orders) Act, 1946.
 - (i) The Labour Laws (exemption from furnishing returns and maintaining registers by certain establishments) Act, 1988.
 - (j) Minimum Wages Act, 1948.
 - (k) Payment of Bonus Act, 1965.
 - (l) Payment of Gratuity Act, 1972.
 - (m) Payment of Wages Act, 1936.
 - (n) Workman Compensation Act, 1923.
 - (o) Employees Liability Act, 1938.
 - (p) Maternity Benefits Act, 1961.
 - (q) Apprentices Act, 1961.
- 11.2 The contractor shall maintain all the statutory registers, required under labour laws. The contractor shall also produce these records on demand by the Executive Engineer [C] BSNL Civil Division Shimla who shall be Engineer-in-Charge in this case. If he fails to do so, his failure will be a breach of the contract and purchaser may at its discretion cancel the contract without prejudice to any other action under the law and contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the acts/laws of land.

SECTION – V Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

- (i) The special conditions of contract shall supplement the “Instructions to the Bidders” as contained in section-IV and General (Commercial) Conditions of the Contract as contained in section-V Part A and wherever there is a conflict, the provisions herein shall prevail over those in section 4 and General Terms & Conditions of the contract.
- (ii) BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
- (iii) BSNL reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
- (iv) The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. BSNL may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.
 - a. All wages and allied benefits such as leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the contractor and BSNL shall not incur any liability or additional expenditure what so ever for personnel deployed.
 - b. It is mandatory that the payment to the contract workers shall be made only through ECS/EFT /online. Requisite records and statements are required to be kept handy for the purpose of inspection by BSNL Authority or Parliament Committee or Labour Authorities.
- (v) No sub-contracting is permissible by BSNL.
- (vi) The contractor shall assign the job of providing Hygienic/sweeping and cleaning services only to qualified experienced workers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while performing duties. BSNL shall have no direct or indirect liability arising out of such negligent, care less work which is an offence under relevant section under IPC and any loss caused to BSNL have to be compensated by contractor.
- (vii) The contractor shall also ensure effective supervision of the Hygienic/sweeping and cleaning services for efficient services in all the locations.
- (viii) The contractor would ensure healthy industrial relations with his staff and settle workers grievances without disruption of the Hygienic/sweeping and cleaning services.
- (ix) The contractor shall issue name badges to all its representatives and ensure that they wear them while on duty. Contractor shall issue to all its workers, **Identity cards** bearing their photographs. This shall be ensured by the contractor, without any extra cost to BSNL.
- (x) BSNL reserves right to offer counter offer price(s) against price(s) quoted by the Bidder.
- (xi) The contractor shall be responsible for any legal dispute/case/claims that have arisen or may arise during the currency of the contract or thereafter.
- (xii) The contract or shall be responsible for compliance of all the laws, rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/ worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past ‘or’ may arise during the course of performance of contract.
- (xiii) Notwithstanding anything contained in the Bid document, the successful bidder shall have to furnish an unequivocal and unqualified undertaking/declaration to indemnify BSNL at the time of signing of agreement.
- (xiv) The BSNL will not be responsible for any dispute arising out of contravention of labour laws. It will be sole responsibility of the contractor.
- (xv) The BSNL will not be responsible for any idleness of worker when the contractor requisitions the excess workers.
- (xvi) The BSNL will not be responsible for any accident or any mis-happening during the execution of work. Compensation to the person of any kind will have to be paid by the contractor as per rules / Labour laws.
- (xvii) The successful bidder should also get annual certificate from EPF Commissioner for fulfillments/ compliance of the provision of EPF & Miscellaneous provision Act-1952 and shall be liable to comply with the provision of EMPLOYEES PROVIDENT FUND SCHEME-1952 in respect of LABOURS/WORKERS/ EMPLOYEES engaged by him for performance of the work of BSNL and no extra charges shall be payable by BSNL on this account.
- (xviii) The contractor will mention GST No. and PAN/TAN No. in every bill.

(xix) The bidder/Contractor must also comply with the following:-

a. The contractor/contractors must have license from labour Dept. for engaging labour/workers within 30 days after the award of work, if required by labour law. No payment will be released in the absence of this document.

b. The salary slip should be issued to each worker every month.

c. The payment to the worker should be made online only through RTGS/NEFT by the contractor.

d. The EPF should be deducted & the same should be deposited in the name of worker engaged.

e. The staff/workers deployed by the contractor shall wear neat, clean and proper uniform issued to them by the contractor, during the duty hours. The contractor shall also issue proper laminated identity cards to his workers deployed in the complex, who shall permanently display their identity cards while on duty.

f. Workers engaged are required to get their health check up from ESI dispensary at regular intervals.

g. The staff deployed by the contractor should be sufficiently educated to carry out the job as prescribed in section-III.

h. Colour of uniform will be informed to the successful bidder.

i. On special occasion if any additional manpower is required the contractor will supply the same without any extra cost.

(xx) The agency shall deploy at current level of work, sufficient number of persons to ensure proper hygienic services.

(xxi) Services shall be daily before office hours on Monday to Saturday. The contractor may be called up on for the services on Sundays or Gazetted holidays also, if required, without any extra charge.

(xxii) It will be the responsibility of the contractor to meet other transportation, food, medical and any other requirement of contractor's work force for carrying out the contracted works. BSNL will have no liability in these regard at any stage.

(xxiii) For all intent and purposes, the successful contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of work force deployed for contractual services.

(xxiv) **Minimum wages:** Minimum wages, as prescribed by Ministry of labour and employment, office of the Chief Labour Commissioner (c) New Delhi or as prescribed by the state Govt., whichever are higher, will be applicable.

(xxv) The success full bidder should deposit EPF/ESI dues timely with respective authorities & submit proof within due date to this office. In case the contractor fails to deposit EPF/ESI contribution within due date, the BSNL reserve the right to deposit the same and would recover it from the contractor's bill. For this purpose, the labour component as estimated by BSNL would be final.

(xxvi) The contractor shall furnish police verification of labour/manpower supplied by him to BSNL.

(xxvii) The Bid document issued to the Bidder is non transferable.

(xxviii) Bidders are advised to visit the site of the work and acquaint themselves of all site conditions prior to submission of their bid. Failure to visit the site shall in no way relieve the successful bidder of any of the obligations in performing the work in accordance with this bid document with the quoted price.

(xxix) Income Tax and any other statutory tax as applicable shall be deducted formal bills as per rule.

(xxx) The bidder shall strictly follow minimum wages act, 1948 and subsequent amendments issued from time to time. Payment of wages shall be ensured up to 7th of every month for the preceding month to the workers by the contractor and payment to workers not to be linked with payment of bill, to be made by BSNL to the agency.

(xxxi) The contractor shall abide by rules, regulation and other instructions issued by the local Government/ Government of India.

(xxxii) In case of more than one L-1bidders, BSNL reserves the right to distribute the work equally among the L-1 bidders.

SECTION-VI

UNDERTAKING & DECLARATION

6(A) - For understanding the terms & conditions of Tender, Specification & scope of work

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents, scope of work & offer to execute the work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.
3. I/We hereby comply with all the clauses / terms and conditions laid down in bid document for providing hygienic services / conditions during the currency of agreement/extension period.

b) The Bidder hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates uploaded on tender portal and enclosed as hard copies in technical bid are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the AWO/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

.....

Signature of Bidder

Place:

Name of Bidder
Along with date & Seal

SECTION-VII

PROFORMAS

7(A) For the Performance Guarantee

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

**FORM OF PERFORMANCE SECURITY
BANK GUARANTEE BOND
(To be used by approved Scheduled Banks)**

1. In consideration of the BHARAT SANCHAR NIGAM LIMITED (hereinafter called "the BSNL") having agreed under the terms and conditions of agreement / Advance work order No. _____ Dated _____ made between _____ and _____ (hereinafter called "the said contractor(s)") for the work _____ (hereinafter called "the said agreement") for compliance of his obligation in accordance with the terms and conditions in the said agreement.

We _____ (indicate the name of the Bank) (hereinafter referred to as "as Bank) hereby undertake to pay to the BSNL and amount not exceeding Rs. _____ (Rupees _____ only) on demand by the BSNL.

2. We _____ (Indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demure, merely on a demand from the BSNL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment made by us under this bond shall be valid discharge of our liability for payment to there-under and the contractor(s) shall have no claim against us making such payment.

4. We _____ (Indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said agreement have been fully paid and it is claims satisfied or discharged or till Engineer-in-charge on behalf of the BSNL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) accordingly discharges this guarantee.

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

6. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the BSNL in writing.

8. This guarantee shall be valid upto _____ unless extended on demand by BSNL. Notwithstanding any thing mentioned above our liability against this Guarantee is restricted to Rs. _____ (Rs. _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under the Guarantee shall stand discharged.

Date the _____ date of _____

for _____
(Indicate the name of Bank)

AFFIDAVIT

I/We have submitted a bank guarantee for the work _____
_____ (Name of Work), Agreement No. _____
Dated: _____ from _____ (Name of the Division) with a view to
seek exemption from payment of performance guarantee in cash. This Bank guarantee expires on

I/We undertake to keep the validity of the bank guarantee intact by getting it extended from time to time at my/our own initiative upto a period of _____ months after the recorded date of completion of the work or as directed by the Engineer in charge.

I/We also indemnify the Bharat Sanchar Nigam Limited against any losses arising out of non-encashment of the bank guarantee if any.

(Deponent)
Signature of Contractor

Note: The affidavit is to be given by the Executants before a first class Magistrate.

7 (B) For Letter of Authorization for attending Bid Opening Event.

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

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the tender no.
..... in respect of (name of work) which is due to
open on (date) in the O/o Executive Engineer (C) BSNL Civil Division, Set-4, Block 5, Phase-III,
Sector VI, Kangnadhhar, New Shimla.

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

.....
[Signature of the Representative]

.....
[Name of the Representative]

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

.....
[Signature of the alternative Representative]

.....
[Name of the alternative Representative]
Above Signatures Attested

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

7 (C) Proforma for Notice for appointment of Arbitrator

To

The Chief Engineer,
BSNL H.P. North Civil Zone,
Shimla.

Dear Sir,

In item of clause 8 of Section-V Part A of the bid document, particulars of which are given below, I/we hereby give notice to you to appoint an Arbitrator for settlement of disputes mentioned below.

1. Name of applicant.
2. Whether applicant is individual/Prop. Firm/Partnership Firm/Ltd Co.
3. Full address of the applicant.
4. Name of the work and contract number in which arbitration sought.
5. Name of the division which entered into contract.
6. Contract amount in the work.
7. Date of contract.
8. Date of contract date of initiation of work.
9. Stipulated date of completion of work.
10. Actual date of completion of work (if completed).
11. Total number of claims made.
12. Total amount claimed.
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed).
15. Amount of final bill (if work is completed).
16. Date of request made to SE for decision.
17. Date of receipt of SE's decision.
18. Date of approval to you.
19. Date of receipt of your decision.

Specimen signatures of the applicant
(only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.

Yours faithfully.

(Signatures)

Copy in duplicate to:

1. **The Executive Engineer,
BSNL Civil Division
Shimla (HP)**

SECTION-VIII

BIDDER'S PROFILE

(To be filled in and submitted by the bidder on his letter head)

1. Name of the Individual/Firm/Company:
2. Present Correspondence Address
-
.....
Telephone No. Mobile No.....FAX No.
3. Address of place of Works/Registered Office.....
.....
Telephone No. Mobile No.
4. State the Type of Firm: Sole proprietor-ship/partnership firm/Private limited company/Public limited. (Tick the correct choice):
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			
4.			
5.			
6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership firm / company):
.....
.....
7. Permanent Account No.:
8. GST Registration No.:
9. EPF Registration No.:
10. ESI Registration No.:
11. Labour Registration No. & Authority to which registered.....
12. TIN/TAN No.:
13. Details of the Bidder's Bank for effecting e-payments:
 - (a) Beneficiary Bank Name:.....
 - (b) Beneficiary branch Name:.....
 - (c) IFSC code of beneficiary Branch.....
 - (d) Beneficiary account No.:.....
 - (e) Branch Serial No. (MICR No.):.....
14. Whether the firm has Office / works in Shimla? If so state its Address
.....
.....

Place.....

Date

Signature of bidder / authorized signatory

Name of bidder / authorized signatory

Signed in the capacity of

Seal of the firm

SECTION-IX

BID FORM

NIT NO:-EE/BSNL/CD/SML/DB / Year 2023-24/04.

Dated: 25.04.2023

To

**The Executive Engineer [Civil]
BSNL Civil Division,
Set 4, Block 5, Sector-6, Phase-III,
Kangnadhar, New Shimla-9 [HP].**

Dear Sir,

1. We, undersigned, offer to provide hygienic / cleaning & sweeping services in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called up on to do so and bear all expenses including charges for stamps etc and agreement will be binding onus.
3. If our Bid is accepted, we will submit a Demand Draft / Bankers cheque /Fixed deposit receipt (issued in favour of Accounts Officer (Cash) O/o GMTD, BSNL Shimla) payable at Shimla or a bank **guarantee issued by a Schedule Bank in favour of Executive Engineer (C), BSNL Civil Division, Shimla (HP) for an amount equal to 3% of the contract value as performance security.**
4. We agree to abide by this Bid for a period of 60 days from the date of opening of financial Bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Technical Bid / hard copies of eligibility documents submitted by us is properly sealed and prepared so as to prevent any subsequent modification and replacement. We have submitted Earnest Money declaration as per Annexure IV along with the Bid.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.
8. We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the website "www.hp.bsnl.co.in" or "<http://www.tenderwizard.com/BSNL>" or "<http://eprocure.gov.in>". Any deviation will result in the rejection of the Bid.

Dated this.....Day of.....2021

Signature of the bidder/authorized signatory.....

Name of the bidder/authorized signatory.....

Signed in the capacity of.....

Seal of the firm.....

Witness.....

Address.....

.....

Signature

SECTION-X

**AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FROM TAKING PART IN GOVT. TENDER BY DOT/GOVT.
DEPT**

(To be executed on Rs.10/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that the firm/company namely M/S.----- has not been blacklisted or debarred in the past by BSNL or any other Government organization from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that the firm/company namely M/S.----- was blacklisted or debarred by BSNL, or any other Government Department from taking part in Government tenders for a period of ----- years w.e.f.-----
-. The period is over on ----- and now the firm/company is entitled to take part in Government tenders.

In case the above information found false

I/We are fully aware that the tender/ contract will be rejected/ cancelled by O/o Executive Engineer (C), BSNL Civil Division Shimla (HP), and EMD/SD shall be forfeited. In addition to the above O/o Executive Engineer (C), BSNL Civil Division Shimla (HP), will not be responsible to pay the bills for any completed / partially completed work.

Signature -----

Name -----

Capacity in which assigned: -----

Name & address of the firm: -----

Date: Signature of Bidder with seal.

SECTION- XI

FORMAT OF DETAILS OF WORKER ENGAGED FOR WORKS

Month/Year: _____

Sl. No.	Name of Worker	Address	Duration of engagement	Total Wages	Amount of EPF deducted & deposited with EPF authority	Amount of ESI deducted & deposited with ESI authority.	Net Wages paid

Signature of the bidder
With Rubber Stamp

SECTION-XII

**PROFORMA FOR AGREEMENT
(ON NONJUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

**CONTRACT AGREEMENT FOR THE WORK OF _____ DATED _____
Between M/s _____ (refer note) in the town of _____ hereinafter called the contractor (which term shall unless excluded by or repugnant to be subject or context include its successors and permitted assigns) of the one part and the Bharat Sanchar Nigam Limited hereinafter called the BSNL (which term shall unless excluded by or repugnant to the subject or context include its successes and assigns) of the other part.**

WHEREAS

- a. The BSNL is desirous that the work “ _____ ” [Name of work] should be executed as mentioned, enumerated or referred to in the tender including Press Notice Inviting Tender, General Conditions of the Contract, Special Conditions of the Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Quantities and Rates, Agreed Variations, other documents, has called for Tender.
- b. The contractor has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by carefully examination before submitting his tender as to the type /nature of work /plan of work and local conditions the quantities, nature and magnitude of the work the availability of labour and materials necessary for the execution of work, the means of access to site, and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all the probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.
- c. The tender documents including the BSNL’s Press Notice Inviting Tender, General conditions of contract, Special Conditions of Contract, Schedule of Quantities and rates, General obligations, Specifications, Drawings, plan, time schedule for completion of work. Letter of Acceptance of tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this contract though separately set out herein and are included in the expression Contract wherever herein used.

AND WHEREAS

The BSNL accepted the tender of M/s _____ (refer note _____) (Contractor) for the construction of _____ at _____ and conveyed vide letter No. _____ dated _____ at the rates stated in the Schedule of quantities for the work and accepted by the BSNL (hereinafter called the Schedule of Rates) upon the terms and subject to the conditions of the contract.

NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS.

1. In consideration of the payment to be made to the contract for the work to be executed by him, the contractor hereby convenient with the BSNL that the contractor shall and will duly provide, execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied and there-from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract, AND
2. In consideration of the due provisions execution, completion and maintenance of the said work, the BSNL does hereby agree with the contractor that the BSNL will pay to contractor the respective amounts for the work actually done by him and approved by the BSNL at the

Schedule or Rates and such other sum payable to the contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.

It is specifically and distinctly understood and agreed between the BSNL and the contractor that the contractor shall have no right, title or interest in the site made available by the BSNL for execution of the works or in the

building, structures or works executed on the said site by the contractor or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the contractor) and the contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and the BSNL shall have an absolute and unfettered right to take full possession of site and to remove the contractor, their servants, agents and materials belonging to the contractor and lying on the site.

3. "The contract is subject to the jurisdiction of Court at **Shimla (HP)** only." (Where the e-NIT/Tender has been issued).

In Witness whereof the parties hereto have hereinto set their respective hands and seals in the day and the year first above written.

Signed and delivered for and on behalf of BSNL

Signature and delivered for and on behalf of the contractor

(BHARAT SANCHAR NIGAM LIMITED)
OFFICIAL ADDRESS

(Contractor)

Date
Place

Date
Place

IN PRESENCE OF TWO WITNESSES

SIGNATURE
NAME
SIGNATURE
NAME

SIGNATURE
NAME
SIGNATURE
NAME

For Proprietary Concern

Shri.....s/o.....r/o.....carrying on business under the name and style of.....at..... (here in after called the said Contractor which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

For Partnership Concern

M/s a partnership firm having its registered office at (hereinafter called the said Contractor which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives). The partners of the firms are:

- i) Shris/o....., And
- ii) Shris/o.....etc..

For Companies

M/sa company duly incorporated under the Indian Companies Act, 1956 and having its registered office atin the state of(hereinafter called the said Contractor which expression shall unless the context requires otherwise include its successors and assign).

SECTION-XIII

INDEMNITY BOND

This deed of indemnity Bond executed on this _____ day of ----- Two thousand and ----- by (Name of sole proprietor/ partner/ Director / authorized representative, the Firm, Company, Trust, Society etc.)----- S/O -----residing at-----on behalf of said M/s ----- (Name of the Firm, Company, Trust, Society, etc.) having its office at-----and duly authorized to sign, this bond by the said -----(Name of the Firm, Company, Trust, Society, etc.) in favour of Bharat Sanchar Nigam Limited, a Government of India Undertaking having its Registered Office at Bharat Sanchar Bhawan, H.C. Mathur Lane, Janpath, New Delhi-110001 and local office at ----- hereinafter called BSNL (which terms shall mean and include its successors, administrators, heirs and assigns).

Whereas M/S BSNL invited bids for ----- . I/We participated in the bidding process and emerged as successful bidder with respect to Tender No. ----- . I/ We ----- acknowledge that I/We -----have fully understood and are aware of the terms & conditions of the Tender/ Contract and do hereby unequivocally and unconditionally abide by the terms and conditions of the Tender and Contract in the eventuality of imposition of any penalty or monetary loss /penalty by instrumentalities of State i.e. Government of India or for that matter State Governments within its jurisdiction, the bidder remains liable to keep BSNL indemnified and fully protect, indemnify and hold harmless BSNL and its employees, officers, Directors, agents or representatives from and against any and all liabilities, losses, actions, judgments, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

- Any breach/ violation of any direction, order from any governmental authority any provisions of the labour laws or any other laws, statute or regulation that are 'or' will be aimed to protect the interest of the workers/ laborers engaged by the Service Provider in past and during the course of this contact
OR
- Any other payments, claims 'or' liability that may arise for ensuring compliance of the provisions of any of the labour laws or any other laws, etc.
OR
- Any other claim made by any third party in connection with any violation of any of the laws, guidelines, instruction, etc.

In witness whereof this undertaking has caused on the -----

Day-----Month of -----Year

Date:

Place:

(Signature :-----)

Name: -----

Designation :-----

WITNESS: 1.
(Signature)

2.
(Signature)

Name: -----

Name: -----

SECTION-XIV
FINANCIAL BID

NIT No: No : EE/BSNL/CD/SML/DB / Year 2023-24/04.

Dated-25-04-2023



BHARAT SANCHAR NIGAM LIMITED



SCHEDULE OF QUANTITY [FOR VIEW PURPOSE ONLY]

(Rate shall be quoted in words / figure on e-TENDER Portal and is inclusive of GST)

S. No.	Description of items	Quantity	Unit	Rate Per Month for Complete Job	Amount
1	Daily upkeep by sweeping, brooming & mopping of all covered floor area approximately 38,441 Sqft i.e. rooms, passage etc. including stair case lobby reception area and open area which shall be cleaned twice daily in all office areas as per attached SECTION C PART B inside & outside by using liquid phenyl and other materials of good quality complete and as per the direction of Engineer-in-charge. (The item includes cost of all labour and material involved).	12	Months		
2	All Toilets (Approx 24 nos) as per attached SECTION C Para 2 are to be maintained by cleaning with phynel liquid and Toilets Seats are to be maintained by cleaning with Harpic / surf or equivalent chemical / Acid and wet tat/ mop four times in a day at 9.00 a.m. to 12.00 noon and 14.00 hrs & 16.00 hrs. Provision of liquid Soap, Phenyl Tablets, Air Freshener or Odonil daily in each toilet as per the direction of Engineer-in-charge. (The item includes cost of all labour and material involved)				
3	Clearance of blockage in Urinal / WC Seats & Toilets line immediately complete and as per the direction of Engineer-in-charge. (The item includes cost of all labour and material involved)				
4	All window panes should be maintained/ cleaned once in a week complete and as per the direction of Engineer-in-charge. (The item includes cost of all labour and material involved)				
5	All stair and railing shall be maintained / cleaned properly twice a day between 9.00 hrs. and 15.00 hrs. on all working day all complete and as per the direction of Engineer-in-charge. (The item includes cost of all labour and material involved)				
6	All the wash basins shall be maintained / cleaned with Harpic/ Sani Fresh or equivalent, Nirma/ Surf Powder complete and as per the direction of Engineer-in-charge. (The item includes cost of all labour and material involved)				
7	Adequate number of phenyl balls should be provided in the wasbasins and urinal pots complete and as per the direction of Engineer-in-charge. (The item includes cost of all labour and material involved)				

8	Liquid soap, soaps shall be provided in every was basin/ toilet by the successful bidder or as and when required as per the direction of Engineer-in-charge. (The item includes cost of all labour and material involved)				
9	Disposal of solid waste such as garbage, waste paper and alike shall be deposited at suitable place and handed over to Municipal Corporation Employee as per Terms & Conditions of Municipal Act or as per the direction of Engineer-in-charge. (The item includes cost of all labour and material involved)				
10	The job also includes checking of water supply in all toilets on all the floors of the office and maintenance/ opening of any blockage in the toilets/ urinal lines complete and as per the direction of Engineer-in-charge. (The item includes cost of all labour and material involved)				
	(Note 1: The Payment shall be made on the basis of Carpet Area in Sq.ft. as per Sr. No. 1 above only where sweeping is to be done in the presence of authorised representative of agency and all jobs as above shall be performed on regular basis. Proportionate Sweeping Area if any which is not cleaned in a particular month the rate to be paid shall be decreased proportionately on the basis of Covered Area). (Note 2:- Minimum One Person shall be present in the CGMT Office premises (Block 9 & 11, SDA Complex, Kasumpati, Shimla) from 9:00 AM to 6:00 PM Daily on all working days to take directions and receiving complaints if any).				
	TOTAL				

Note: - Rates per month including all taxes (including GST as applicable), levies, statutory dues and cost of material may be quoted on e-Tender portal.

Executive Engineer [C]
BSNL Civil Division
Shimla