

**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)  
**OFFICE OF CHIEF GENERAL MANAGER, ASSAM TELECOM**  
**BSNL BHAWAN, PAN BAZAR, GUWAHATI- 781001**

No:- Gen/HK/BSNLBhawan/Pt-8/22-23/9

Dated 13/06/2022



**E-TENDER FOR HOUSE KEEPING JOB CONTRACT IN THE BSNL**  
**ADMINISTRATIVE BUILDING,O/O CGMT , ASSAM CIRCLE,**  
**PANBAZAR, GUWAHATI-781001.**

**Cost of the Tender form : Rs.590/- (non-refundable) (Rs.500/- + GST 18%)**

**Due date/Time of receipt: 14 hrs of 11/07/2022**

**Due date/Online Opening at : 15 hrs of 12/07/2022**

**TENDERER SHOULD SUBMIT THE PRICE OFFER IN THE  
PRESCRIBED PRICE SCHEDULE ONLY (BOQ) INFORMATION  
GIVEN AT OTHER PLACES WILL NOT BE CONSIDERED**

**INDEX**

<b>Section No.</b>	<b>Item</b>	<b>Page No.</b>
1	Detailed NIT	3-6
2	Tender Information	7-9
3	Scope Of Work	10 -12
4 A	General Instruction to Bidders (GIB)	13- 22
4 B	Special Instructions to the Bidder	23- 36
4 C	Special Instruction to Bidder for e tendering	37- 38
5	Specific Terms & Condition	39- 41
6A	Undertaking & declaration	42
6B	Non Relation Certificate	43
7A	Bid Security Proforma	44
7B	Performance Security Guarantee	45-46
7C	For attending Bid opening	47
8	Bidder Profile	48-49
9	Bid Form	50
Ann-I to V	All Annexure	51-63
10	Financial Bid	64-66
11	List of documents to be submitted in the Tender	67-69

**SECTION 1**  
**NOTICE INVITING TENDER**

**E-TENDER FOR HOUSE KEEPING JOB CONTRACT IN THE BSNL  
ADMINISTRATIVE BUILDING, O/O CGMT ASSAM CIRCLE,  
PANBAZAR, GUWAHATI-781001.**

Please visit our website [www.assam.bsnl.co.in](http://www.assam.bsnl.co.in)

**No:- Gen/HK/BSNLBhawan/Pt-8/22-23/9**

**Dated 13/06/2022**

1.0 Chief General Manager, BSNL, Assam Telecom Circle invites e-tenders for House Keeping Job Contract in the BSNL Administrative Building , O/O CGMT Assam Circle ,Panbazar.

1	NIT NO	<b>No:- Gen/HK/BSNLBhawan/Pt-8/22-23/9 Dated 13/06/2022</b>
2	Name of Work	General House Keeping Services at BSNL Bhawan(part of Ground floor, 3 <sup>rd</sup> ,4 <sup>th</sup> , part of 5 <sup>th</sup> floor), Office of the Chief General Manager, Assam Telecom Circle, Panbazar, Guwahati-781001.
3	Estimated Cost put to tender	<b>Rs 566000.00</b>
4	Earnest Money Deposit	<b>NIL</b>
5	Performance Security Deposit in the form of PBG/Security Deposit	<b>3% of the tender cost after issuance of LOI/on becoming L1</b>
5	Cost of Bid Document	<b>Rs 500/= + Rs 90/+(GST)=Rs 590.00</b>
6	Duration of contract	<b>1(one) Year with an option of extension of 1(one) more Year on mutual acceptance .</b>
7	Last date & Time of online submission of Eligibility Documents & Financial Bid	14 hrs of 11/07/2022
8	Time & Date of Opening of tender online	15 hrs of 12/07/2022

**2.0 Accessibility of Tender Document:** : Tender document consisting of detailed plans, complete specifications, the schedule of quantities and the set of conditions of contract to be complied with can be accessed / obtained for viewing by downloading it from the website [www.assam.bsnl.co.in](http://www.assam.bsnl.co.in) and <https://etenders.gov.in/eprocure/app>.

2.1 As tenders are invited through e-Tendering process, physical copy of the tender document would not be available for sale. However cost of Bid documents amounting Rs 590/- in the form of DD / **Bankers cheque to be submitted offline** (scanned copy of DD to be **uploaded online**)

2.2 The bidding process will be accepted only through e-Tendering platform.

2.3 Once the bidder has submitted his bid through e-Tender, it will be presumed that bidder has understood & accepted all the terms and condition of the tender and no correspondence at later stage will be entertained in this matter.

2.4 Contractor can upload documents in JPG or PDF format or any other format as permitted by e-tendering portal. The e- tender has to be downloaded and uploaded to e portal with bidder's digital signature.

2.5 **Tender Document Fee:** DD / Bankers cheque for an amount of Rs 590/- from Nationalized/scheduled bank drawn in favour of Accounts Officer (Claims) BSNL O/O CGMT, Assam Circle, Panbazar, Guwahati-781001 ,payable at Guwahati has to be **submitted offline (scanned copy of DD to be uploaded online) towards tender document fee failing which the tender bid will be rejected.**

**3.0 Sale of physical copy of tender Document:** Not applicable [BSNL has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would **not** be sold]

#### **4.0 Eligibility Condition:**

- i. Bidder should have valid firm registration (Registration with Nagar Nigam/Local Authority in case of Proprietary firm & in case of Pvt. Ltd Company/Partnership firm registration with registrar of firms is required) certificate of incorporation of the firm/company.
- ii. The bidder should have Valid Turn- Over Certificate from Chartered Accountant. Average Annual Financial Turn- Over the last 3 years ending 31<sup>st</sup> March of the previous Financial year should be at- least 40% of the Estimate cost.

**Experience:** Bidders should have an experience of carrying out housekeeping works to DOT/BSNL/MTNL/Central Govt.& their CPSUs/State Govt. and their PSUs during the last seven financial years including the last day of previous month of current financial year. Work experience amount should be either of the following:-

- a. At least 3 (three) completed works of similar nature (Like housekeeping) costing not less than the amount equal to 40% of the estimated cost in each year during the last seven years.

OR

- b. At least 2 (two) completed works of similar nature (Like housekeeping) costing not less than the amount equal to 50% of the estimated cost in each year during the last seven years.

OR

- c. At least 1 (one) completed work of similar nature (Like housekeeping) in any one year costing not less than the amount equal to 80% of the estimated cost during the last seven years.

**Experience Certificate should be issued by an officer not below the rank of STS level officer of Government or E4 level (Divisional Engineer/ Executive Engineer or equivalent) of PSU.**

**Note:- (Any three year means) e.g. Y1,Y2, ..... Y7 is Financial year/calender year 1,2 .....7. If any bidder completed work costing in Y1 40%, in Y3- 40% AND in Y7 is 40% is eligible ( Similar suitable combination may be**

**considered for eligibility during the seven year block).**

iii. Bidder should have PAN No. (In case of Partnership/Private Limited Firm PAN No. of Firm is required & in case of Proprietorship Firm PAN No. of Proprietor is to be enclosed).

IV. Bidder should have registration with EPF/ESI.

VI. For establishing eligibility condition, copies of documents to be attached are given in

VII. Clause 3 of Section-IV of tender document.

VIII. Bidder should have valid labour licence.

IX. The bidder should have valid registration certificate in respect to GST .

X. Near relative of the bidder should not be working in BSNL.

XI. The bidder has not been barred for participation in BSNL tenders.

XII. Income tax returns for last 3 financial years

XIII. Self declaration that vendor has not been blacklisted by GST authorities

XIV. Intimate all GST regarding no to BSNL where vendor hold multiple GST No

The tender which is not accompanied by the requisite bid security, eligibility conditions & terms & conditions of the tender above, shall liable to be rejected. Tender will not be accepted/received after expiry date & time. The CGMT , Assam Telecom Circle reserves the right to reject any or all tenders without assigning any reason what so ever.

#### **5.0 Bidder's Security/ EMD:**

5.1 All Bidders are exempted from paying EMD as per BSNL Corporate Office Ltr.no.BSNL CO-MMT/12(15)/1/2020- MMT Dated 05.12.2020 and further extension of validity letter dated 05.01.2022, on submission of 'Bid Security Declaration as in section 7 (A).

**Security Deposit :** Performance Guarantee (PG)/Security Deposit is allowed at a reduced rate of 3% of the tendered cost. SD is allowed to execute in form of “ **Accounts Officer (Claim) BSNL O/o CGMT, Assam Circle, Panbazar, Guwahati-781001.**” Payable at Guwahati

5.2) Bank Guarantee from a scheduled/Nationalized bank drawn in favour of “ **Accounts Officer(Claim) BSNL O/O CGMT, Assam Circle, Panbazar, Guwahati-781001.**” which should be valid for **180 days** from the tender opening date.

**6.0 Date & Time of Submission of Tender bid: upto 14 hrs of 11/07/2022** (tender closing date).

**Note 2 :** In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated in our website [www.assam.bsnl.co.in](http://www.assam.bsnl.co.in) and <https://etenders.gov.in/eprocure/app>.

**7.0 Online Opening of tender bids: 15 hrs of 12/07/2022**

#### **8.0 Place of opening of Tender bids:**

8.1 BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized

representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

However, if required, authorized representatives of bidders can attend the TOE at the Meeting at O/o AGM(HR/Admin), 3<sup>rd</sup> Floor, O/O CGMT Assam Circle , BSNL Bhawan, Panbazar, Guwahati-1.where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

8.2 Authorized representatives of bidders can attend the tender opening event at the above mentioned address.

**9.0** Tender bids received after due time & date will not be accepted by the system.

**10.0** Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.

**11.0** CGMT, Assam Circle reserves the right to accept or reject any or all Tender bids without assigning any reason. He is not bound to accept the lowest tender.

**12.0** The official copy of tender document for e-bidding process of E-tender shall be available for downloading from **www.assam.bsnl.co.in** and <https://etenders.gov.in/eprocure/app> (click on e-tenders)

12.1 The bidder shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on **www.assam.bsnl.co.in** and <https://etenders.gov.in/eprocure/app> e-tenders

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

**Note 3:** All documents submitted in the bid offer should be preferably in English. In case the certificate viz experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

**Note 4:** All computer generated documents should be duly signed/attested by the bidder/vendor organization.

**Note-5: A Pre-Bid meeting for Prospective Bidders will be held on 01/07/2022**

**at Chamber of AGM (HR/Admin), 3<sup>rd</sup> Floor ,O/O CGMT , Assam Circle , BSNL Bhawan , Guwahati-781001**

**13** Bidders in category of MSMEs who are registered with MSME bodies like NSIC etc. are exempted from payment of bid tender cost .A proof regarding current registration with MSME/NSIC for the tendered items will have to be attached along with the bid.

AGM(HR/Admin)  
O/O CGMT , Assam Circle  
BSNL, BSNL Bhawan, Panbazar  
Guwahati -781001

## **Section- 2 Tender Information**

**1.0 Type of tender** : Single stage bidding & Two stage opening using Two electronic Envelope System.

**Note 1:** The bids will be evaluated Techno-commercially and financial bids of techno commercially Compliant bidders **only** shall be opened.

**2.0 Bid Validity Period / Validity of bid Offer for acceptance by BSNL** : **150 days** from the tender opening date and can be extended.

**3.0** The tender offer shall contain two envelopes viz. Techno-commercial and financial envelope which will contain one set of the following documents only :

**a) Techno-Commercial ( Digital ) Envelop shall contain:**

- i) Cost of the tender documents i.e. document fee. (Scanned copy of DD to be uploaded online & Original to be submitted offline)
- ii) All documents /Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the Detailed NIT (Section 4 Part A)
- iii) Documents mentioned Cl.10 of Section 4 part A.
- iv) Undertaking as per Section 6-A
- v ) Bid Security Declaration as per section 7 (A)

Note 2: Cost of tender documents and Power of Attorney to be submitted in physical form also.

**b) Financial envelope ( Digital ) shall contain:**

- i. Price Schedule duly filled, [Section 10.] BOQ**

**4.0 Payment terms:**

4.1. The payment shall be made within 45 working days from the date of receipt of bill by the user. Monthly bills i.r.o Housekeeping engaged on monthly basis or daily basis shall be submitted in triplicate to the authority specified in contract along with completed duty slips duly signed by the user by the 3rd of the following month and in any case latest by 4th of the following month, for payment. In case, the bills are not submitted to BSNL as per above schedule, it will not take responsibility for delay in payment.

4.2. The triplicate copy of the Tax Invoice will be returned to the Service Provider duly receipted. The Tax Invoice should be sent to BSNL for payment . It should be ensured that there is no overwriting in the duty slips. In **no case**, duty slip without signature will be accepted for payment and if it is found so, the amount will be disallowed.

4.3. In case the Housekeeping engaged on monthly basis is to be discontinued during the month, the bill is paid on actual basis, as per terms & conditions.

4.4. The Payments due to the contractor / vendor will be effected preferably through Electronic Clearing scheme (ECS) or Electronic Fund Transfer method (EFT) directly to the Bank account

of the contractor / vendor. Contractor / Vendor should submit the vendor creation form as in Annexure– 2 duly filled and signed with a Cancelled / Photo Copy of the Cheque leaf along with the performance security Bond / Agreement on receipt of the Advance Purchase order.

4.5. The bidder has to give the mandate for receiving the payment electronically and the charges, if any, levied by bank has to be borne by then bidder/contractor/vendor...The bidder company are required to give the following information for this purpose :-

- i. Beneficiary Bank Name :
- ii. IFSC Code of Beneficiary Branch:
- iii. Beneficiary Account No.:
- iv. Branch Serial No.(MICR No.) :

4.6 Payment shall be made on receipt of goods by consignee. For claiming the payment the following documents are to be submitted to the paying authority

(a) Invoice clearly indication break up details of composite price i.e., Basic , GST & other duties if applicable.

(b) Acknowledge delivery challan in original.

(c) E way bill as prescribed by GST law in case of movement of goods.

(d) Proof of payment of GST , if applicable

(e) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

Note:-

- 1) If the supplier fails to furnish necessary supporting documents i.e., GST invoice/Customs invoice etc and also fails to upload the information on GSTN in respect to the Duties/taxes for which input tax credit is available , the amount pertaining to such duties/taxes will be deducted from the payment due to the supplier.
- 2) Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return in GSTR-1 & GSTR-3m uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal.
- 3) TDS/TCS shall be deducted at the prescribed rate , if any
- 4) BSNL can adjust/forfeit bank guarantee obtained from the supplier against any loss of Input tax credit to BSNL on account of supplier's default.
- 5) In case BSNL has to pay GST on reverse charge basis , the supplier would not charge GST on its invoice. Further the supplier undertakes to comply with the provisions of GST Law *as may be applicable*.

## **5.0 Order Schedule:- NOT applicable**

### **6.0 Evaluation Criteria:**

6.1. Financial evaluation will be done ,

- (a) Based on the rates quoted it will be evaluated

### **7.0 No. of Bidders to be awarded**

#### **Work will be awarded to L1 Bidder**

7.1 However the CGMT , Assam Circle reserves the right for placement the order of entire tendered quantity on the bidder with the lowest evaluated price. He will also have to work which



have been not taken over by anybody and leftover after starting the work during any time of contact.

**7.2** BSNL reserves the right to depart from the above guidelines for distribution of order quantities among successful bidders depending upon the urgency and other factors prevailing at the time of evaluating the bids. 100% work/supply can also be given to lowest bidder.

**7.3** In case L-1 Bidder refuses to work, the work will be awarded to L2 bidder at L1 rates after forfeiture of EMD of L1 bidder.

**8.0 Nodal Officer: AD (General)**

O/O CGMT Assam Circle, 3<sup>rd</sup> Floor, BSNL Bhawan, Panbazar, Guwahati.

**9.0 Period of Contract: Normally, contract will be awarded for 1 year . However, extension for the next one year/part thereof will be considered keeping in view the various factors , such as prevail labour rate, satisfactory performance of the firm.**

**10.0** Amendments / Modifications to bid documents if any will be hosted on our website [www.assam.bsnl.co.in](http://www.assam.bsnl.co.in) and <https://etenders.gov.in/eprocure/app> -->tenders 10 days prior to the date of bid opening.

**SECTION 3**  
**SCOPE OF WORK :-**  
**SCOPE OF WORKS AND RESPONSIBILITIES**

1. All the cleaning works must be completed before 9.00 A.M. every day, including sweeping /dusting of entire area of the building and surroundings and collection of all waste materials and its disposal.
2. Moping and cleaning of the floor area passages, stair cases upto 5<sup>th</sup> floor including wall & landing area, vertical duct including telephone line duct, electrical cable duct area, PVC Floors with wet floor dusters and detergent, disinfectants etc. once in the morning before opening of the office.
3. Cleaning and washing of toilets and urinals, using deodorants, detergents and disinfectants and other toiletries daily once in the morning.
4. In case of shortage of water, the Contractor/his workman will arrange for water necessary for cleaning sweeping purposes at Contractor's cost.
5. Regular dusting/cleaning of office furniture and equipments, telephones, book cases, cabinets, almirahs, doors and windows, partitions including removal of cobwebs before opening of the office i.e. by 9.00 A.M.
6. Placement liquid soap in the toilets and placing sufficient quantity of naphthalene balls/cakes and odonil cakes in the urinals. The Contractor will ensure that the toiletries mentioned above are always available at each toilet in the building. **The materials for cleaning the cost of which will be borne by the Contractor at his/her own cost.**
7. All the Latrines/bathrooms/Urinals/Stair cases shall be washed and cleaned with liquid detergent viz. Harpic and best quality Phenyl viz- Hippo Phenyl to be poured into all the nooks and corners there.
8. All the urinals both ladies and gents, wash basins, Foot rests etc. shall be cleaned with harpic liquid and washed with water to give a decent and clean look. Bucket placed in the Latrines shall be fitted with water once in the morning and when necessary.
9. The glaze tiles fitted in the lavatories shall be cleaned with suitable detergent and washed with water to give finer look.
10. All the floors including staff and officers/all the passages shall be cleaned with water and dried with suitable arrangement like clothes and poured thereon decent smelling agent viz. Chitranaalas or any other hygienic smelling agents.
11. Items of works to be done generally once in 3 months.
  - a) Cleaning of doors aluminum glass partition of the office chambers walls, glass windows including lift car as well as lift doors , partition etc.

- b) Polishing of Name Plates, sign Boards and Number Plates with Brass and cleaning of all other name Plates/Boards attached on each Floor.
- c) Dusting and cleaning of electrical fittings, Vertical Blinds, Window panes (inside + outside), cleaning of partitions, Paneling etc. with special cleaning agents.
- d) Vacuum cleaning where necessary.
- e) Cleaning of Computer Covers.
- f) Dusting of computers/Printers/CPU/UPS/FAX machines/Xerox m/c by vacuum cleaner.

12. Items of works to be done once in 4 months

All ceiling Fans/Stand Fans/ Wall Fans/Tube lights covers/Wiring should be cleaned which covers under this contract.

13. General cleanliness/upkeep

- a) Obsolete/unused papers/scrapped small articles throwing out after its use in any of the places of the office premises and other obsolete papers kept in the waste paper dustbins shall be taken out to the safer place and thrown in the public dustbin available in the outskirts of the office premises in regularly every day.
- b) Arrangement should be made for trapping and removing rats from the office premises.
- c) All the cleaning agent viz. Phenyl/Bleaching Powder/Acids/Liquid soap/room freshener etc. shall be provided by the Contractor at his/her own cost.
- d) Room fresheners /Electric operated mosquito repellers shall be provided by the Contractor at his/her own cost once in a week only in the chambers.
- e) Prompt reporting of leakage of water taps/pipes/non-functioning of Flush, faulty light and Fans etc. to Civil & Electrical Wing, ADT (General) are covered under this contract.
- f) The Contractor has to provide at his/her own cost ID cards with name tag displaying the name of the worker/designation etc. to all the staff hired by him for the performance of the contract and shall ensure that these badges are always used by the workers of the Contractor while they are at the office premises.
- g) The Contractor shall comply with the contract labour (Regulation and abolition) Act 1970 and rules framed there under to the extent that said act and rules are applicable in the State of Assam to the persons hired by the Contractor including compliance regarding payment of wages.
- h) The Contractor will be liable for all acts of omission on the part of the persons hired by him/her and shall compensate BSNL for all damage/loss caused by such acts/omission/negligence.
- i) The Contractor shall be solely responsible for any person hired by him/her and shall indemnify BSNL from any liability of future employment for any such person with the BSNL.
- j) No person engaged by the Contractor should have past criminal record. Police verification report should be submitted accordingly.
- k) The Contractor shall settle all disputes all between him/her and the workers engaged by him/her without in any way involving BSNL as a party to the dispute.
- l) Persons working on behalf of the Contractor must be well uniformed and their behavior and attitude shall be courteous. They must not demand any personal or pecuniary benefits

- from any employee or officers of the office building under contract. If there is any complaint against any of the staff of the Contractor conveyed through the AGM (Admn) CO, Guwahati. He/she shall have to be replaced immediately by the Contractor.
- m) The Contractor shall be fully responsible for any theft, burglary and malicious deed done by the workers.
  - n) All workers shall be given an understanding by the Contractor that the workers are engaged by the Contractors only.
  - o) All workers of the Contractor shall be free from infectious diseases. Medical certificates should be produced accordingly.
  - p) The Contractor shall be directly responsible for wages, which should not be less than minimum wages prescribed by the concerned Labour Deptt. Govt. of Assam or any other benefits as may be available to its employees under relevant act and regulations. The BSNL shall not entertain any such claim of the person employed by the Contractor.
  - q) The Contractor shall employ sufficient number of workers to ensure that the work is done to the satisfaction of the BSNL and before opening of the office.
  - r) The BSNL reserves the right to order any worker of the Contractor to leave the premises of BSNL Administrative Building if his/her presence at any time is felt undesirable.
14. (a) Supervision by BSNL- every day, a supervisor appointed by the competent authority in each floor shall inspect all the works performed by the Contractor. During the inspection/scrutiny the Contractor shall extend full co-operation to the BSNL.
- (b) The Contractor shall authorize a person to supervise the cleaning work who will report to the concerned supervising officer or any other officer of BSNL Administrative Building so authorized as and when he required to do so by the competent authority.
- (c) General cleanliness/upkeep of both covered accommodation and open space. The office chamber , space under possession of staff, toilets and other place already mentioned must have a spotlessly clean look.
- (d) The Contractor/supervisor should provide mobile number (preferably BSNL number) to AGM (HR/Admn), Circle office, Guwahati for better control and communication.

**Section 4 (Part A)**  
**GENERAL INSTRUCTIONS TO BIDDERS (GIB)**

**1.0 DEFINITIONS:**

- a. **“The Purchaser”** means the Bharat Sanchar Nigam Limited, Office of the Chief General Manager, Assam Telecom Circle, BSNL Bhawan , Guwahati-781 001.
- b. **“The Bidder”** means the individual or firm who participate in the tender and submits its bid.
- c. **“The Vendor/Contractor”** means the individual or firm providing Services under the Contract.
- d. **“The Goods/Services”** means Services like Hiring of Housekeeping which the vendor is required to provide to the Purchaser under the Contract.
- e. **“The Advance Purchase Order/Letter of Intent”** means the intention of the Purchaser to place the work Order on the bidder.
- f. **“The Purchase Order/Work Order”** means the order placed by the Purchaser on the Vendor signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The Purchase/Work Order shall be deemed as “contract” appearing in the document.
- g. **“The Contract Price”** means the price payable to the vendor under the Purchase/work Order for the full and proper performance of its contractual obligations.
- h. **“Validation”** is a process of testing the equipment as per the specifications including Requirements for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- i. **“Successful Bidder(s)”** means the bidder(s) to whom work in this tender is awarded

**2.0 ELIGIBILITY CONDITIONS:**

- 2.1 Kindly refer to clause 4 of Section 1 part A i.e. Detailed NIT

**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 goods required to be supplied; bidding procedures & contract terms and conditions are prescribed in the bid documents

**Bid Documents include:**

- a) Detailed Notice Inviting Tender (Section 1 Part A)
- b) Tender Information (Section 2)
- c) Scope Of Work & Schedule of Requirement (Section 3 )
- d) General Instructions to bidders (Section 4 Part A )
- e) Special Instructions to bidders (Section 4 part B)
- f) E-tendering instructions to Bidders (Section 4 Part C)
- g) General (Commercial) Conditions of Contract (Section-5)
- h) Undertaking & Declaration [ Section -6 (A) ]
- i) Near Relationship Certificate [Section 6(B)]
- j) Bid Security Declaration [Section (7A)]

- k) Performance Guarantee [Section (7B)]
- l) Letter of authorization to attend bid opening. [Section (7C)]
- m) Bidder's/ Tenderer's profile & Questionnaire (Section 8)
- n) Bid Form (Section-9)
- o) Financial bid Price Schedule (Section-10 )
- p) Declaration (Annexure-1)
- q) Vendor creation (Annexure-2)
- s) Certificate for no modification (Annexure-3)
- t) Proforma Power of Attorney (Annexure4)
- u) Agreement (Annexure-5)

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. **Failure to furnish all information required as per the Bid Documents or submission of 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. The prospective bidder, requiring any clarification on the bid documents shall notify the purchaser in writing or by FAX at the purchaser's mailing address 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 **not later than 10 days prior to the date of opening 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 it may amount to an amendment of relevant clauses of the bid documents.

#### **6.0 AMENDMENT OF BID DOCUMENTS:**

6.1 At anytime, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments.

6.2 The Amendments issued will be published in website **[www.assam.bsnl.co.in](http://www.assam.bsnl.co.in) and <https://etenders.gov.in/eprocure/app>** e tenders.

6.3 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 DOCUMENTS COMPRISING THE BID :**

- a) Kindly refer to clause 3 of Section 2 i.e. Tender information

#### **8.0 BID FORM :**

The Bidder shall complete the Bid Form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods/services to be supplied, brief description of the goods, quantity and prices as per Section 9 .

#### **9.0 BID PRICES:**

9.1 The bidder shall quote as per the price schedule given in the Section-10 for the required item excluding GST.

9.2 Prices indicated in the Price Schedule shall be entered in the following manner:

a. The vendor shall quote as per price schedule given in Section 10 -BOQ for all the items given in Clause 1 Section 1 Part A.

9.3 A bid submitted with an adjustable price quotation will be treated as nonresponsive and rejected.

9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of service offered

9.5 "DISCOUNT" if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".

9.6 Rates quoted should be free from any preconditions regarding payments etc., or otherwise offers are liable to be rejected.

**Note :-Bidders are requested to visit the sites mentioned as per section XI –Schedule of requirement before bidding to judge the quantum of work.**

**10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:** (*These documents have to be scanned and uploaded in the e-portal*) The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following documents:

- I. Submission of the full set of Tender document (e-tender/NIT) in PDF form signifies that the tenderer has gone through the tender document, has understood the meaning of each of the terms of conditions of the Tender and that the tenderer is agreeable to all the terms & condition of the Tender document set & Hard copy with seal & sign on every page of tender document to be submitted off line during TOC.
- II. Self Attested copy of the registration of the firm. Authenticated copy of partnership deed in cases of partnership firm.
- III. Authorization certificate for signing the tender document from limited company/ Govt./ PSU or copy of Original/ Attested "Power of Attorney" in case person other than the tenderer has signed the tender documents.
- IV. Self Attested copy of PAN Number (In case of Partnership/Pvt Ltd firm PAN No of firm is required & in case of Proprietorship firm PAN No of proprietor is to be enclosed),
- V. Self Attested copy of GST registration
- VI. Documents in support of Experience as per Clause iii of NIT Experience under Eligibility condition at page 3.
- VII. Self declaration regarding no near relative working in BSNL.
- VIII. Self-declaration that the bidder/firm is not barred from participating in tender anywhere in BSNL.
- IX. Bid Security in accordance with clause 12 (i).
- X. Tenderer's profile duly filled in, as per section II of the tender document.
- XI. EPF/ESI certificate.
- XII. Valid labor license certificate.

XIII. Annexure 3 -Certificate ( TO BE GIVEN AS THE TENDER DOCUMENT IS DOWN LOADED FROM WEB )

**10.2 Documents required for fulfilling eligibility conditions as per clause 4 of detailed NIT (Section I, Part A).**

**11.0 DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS: NOTAPPLICABLE**

**12.0 Security deposit:**

12.1 All Bidders are exempted from paying EMD as per BSNL Corporate Office Ltr.no.BSNL CO-MMT/12(15)/1/2020- MMT Dated 05.12.2020 and further extension of validity letter dated 05.01.2022, on submission of 'Bid Security Declaration as in **7 (A)**.

**12.2 Security Deposit :** Performance Guarantee (PG)/Security Deposit is allowed at a reduced rate of 3% of the tendered cost. SD is allowed to execute in form of “ **Accounts Officer (Claim) BSNL O/o CGMT, Assam Circle, Panbazar, Guwahati-781001.**” Payable at Guwahati

**13.0 PERIOD OF VALIDITY OF BIDS:**

13.1 Bid shall remain valid for **150** days from the date of opening of (Technical) bids prescribed by the purchaser, pursuant to Clause 19. **A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.**

13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 12, shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

**14.0 FORMAT AND SIGNING OF BID:**

14.1 The bidder shall submit his bid, Online complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated by the authorized person signature. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid.

**14.3 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 shall 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.

**15.0 SEALING AND MARKING OF BIDS: (The on line bid shall be 'Single Stage Bidding & Two envelope system)**

15.1 The bid should be submitted as per clause 3 of tender Information. The bid should be submitted **ONLINE** using Two Envelope methodology. The **first Envelop [Envelop "A" ] will be named as Techno-commercial bid which will contain the documents of bidder's satisfying eligibility /technical & Commercial Conditions as per clause 2 & 10 with Bid security as per clause 12 and document fee in the form of DD. The second envelope [Envelop "B" ] will be named as Financial bid containing Prices schedule as per Section 9, Part B should be submitted on line.**

The bidder should furnish all the above documents for establishing the bidder's eligibility whichever is applicable as per terms & conditions. The bids are liable to be rejected if the required documents are not submitted.

15.2 **VENUE OF OPENING:** O/o AGM (HR/Admn), O/O CGMT Assam Circle , 3<sup>rd</sup> Floor, BSNL BHAWAN, Guwahati-1.

15.3 The techno commercial bid should also be submitted in hard copy which should contain Cost of document in original .Only scanned copy should be uploaded on line.

**16.0 SUBMISSION OF BIDS:**

16.1 Bids must be submitted by the bidder on or before the

16.2 The Purchaser may, at his discretion, extend this deadline for the submission of bids by amending the bid documents in accordance with Clause 6 in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some of the system/equipments as per required of the bid documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

**17.0 LATE BIDS:**

17.1 Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 16, **shall be rejected and returned unopened to the bidder.**

**18.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

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

18.2 The bidder's modification, revision or withdrawal notice shall be authenticated as per clause 15.

18.3 Subject to Clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

**19.0 OPENING OF BIDS BY PURCHASER:**

19.1 The Purchaser shall open Bids, in the presence of bidders or their authorized representatives who choose to attend at due time on due date. The bidder representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening. (A Format is given in enclosed Section 7C).

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

19.3 The Bidders name, Bid prices, modifications, Bid withdrawals and such other details as the purchaser at its discretion, may consider appropriate will be announced at the time of opening.

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

## **20.0 CLARIFICATION OF BIDS :**

**20.1** 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 clarification and response shall be in writing. **However, no post bid clarification at the initiative of the bidder, shall be entertained.**

**20.2** If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the 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 outrightly rejected without entertaining further correspondence in this regard.

## **21.0 PRELIMINARY EVALUATION:**

21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any Computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

21.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.

21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the vendor does not accept the correction of the errors, its bid shall be rejected.

21.4 Prior to the detailed evaluation, 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 material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

21.5 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.

21.6 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

## **22.0 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**

(a) Based on the monthly rates quoted it will be evaluated .

### **23.0 CONTACTING THE PURCHASER:**

23.1 Subject to Clause 20, 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.

23.2 Any effort by a bidder to modify his bid or influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

### **24.0 PLACEMENT OF ORDER;**

24.1 The Purchaser shall consider placement of orders for supply of Housekeeping only on those eligible bidders whose offers have been found technically, commercially and financially acceptable

24.2 The ordering price of any bidder shall not exceed the lowest evaluated monthly price.

24.3 The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

### **25.0 PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:**

(a) The purchaser will have the right to increase or decrease up to 25% 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.

(b) BSNL also reserves the right for placement of additional order up to 50% of the additional services contained in the running tender/contract within a valid period of tender from the earliest date of acceptance of WO at the same rate negotiated(downwardly) with the existing vendors considering reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. and supplies to be obtained within delivery period scheduled & fresh.

(c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors the purchaser reserves the right to place repeat order up to 100% of services contained in the running tender/contract within the valid period of tender from the earliest date of acceptance of WO at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add on quantity.

### **26.0 PURCHASER'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 the Purchaser's action.**

### **27.0 Clause Dropped**

## **28.0 SIGNING OF CONTRACT:**

28.1 The issue of Purchase/Work Order shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing performance security pursuant , the Purchaser shall discharge the bid security in pursuant to clause 12.

## **29.0 ANNULMENT OF AWARD:**

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

## **30.0 QUALITY ASSURANCE REQUIREMENTS [NOT APPLICABLE]**

## **31.0 REJECTION OF BIDS:**

31.1 While all the conditions specified in the Bid Documents are critical & are to be complied, special attention of bidder is invited to the following Clauses of the bid documents.

### **Non compliance of any one of which shall result in outright rejection of the bid.**

a) **Clause 12.1 12.2 & 13.1 of Section 4 :** The bids will be rejected at opening stage if Bid Security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.

b) **Clause 2 & 10 of Section 4 :** If the eligibility conditions as per Clause 2 of Section 4 is not met and / or documents prescribed to establish the eligibility as per Clause 10 of Section 4 are not enclosed, the bids will be rejected without further evaluation.

c) **Section-10 Price Schedule:** Prices are not filled in as prescribed in price schedule.

d) **Section-4 Part A clause 9.5 on discount** which is reproduced below:-

"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".

31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4 Part A, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

31.4 The In-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of Tender opening and number of representations received in Bid opening by Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day

and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

### **32.0 PURCHASER'S RIGHT TO DISQUALIFY:**

Purchaser reserves the right to disqualify the vendor for a suitable period (not less than One year & not more than 2 years) who habitually failed to provide service in time. Further, the MA do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period (Not less than One year & not more than 2 years) as decided by the purchaser.

### **33.0 PURCHASER'S RIGHT TO BAN BUSINESS DEALINGS:**

Purchaser reserves the right to bar the bidder from participating in future tenders/EOIs/RFPs of BSNL for a period of two years in case he fails to honour his bid without sufficient grounds.

### **34.0 NEAR-RELATIONSHIP CERTIFICATE:**

34.1 The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the State. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and the purchaser will not pay any damage to the company or firm or the concerned person.

34.2 The company or firm or the person will also be debarred for further participation in the concerned unit.

34.3 The near relatives for this purpose are defined as:-

(a) Members of a Hindu undivided family.

(b) They are husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

34.4 The format of the certificate to be given in Section 6 (B)

### **35.0 VERIFICATION OF DOCUMENTS AND CERTIFICATES:**

“The bidder will verify the genuineness and correctness of all documents & certificates, including experience /performance certificates, issued either by the bidder or any other firm/associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder. As per the requirement of the tenders conditions if any document/paper /certificate submitted by the participant bidder is found to be false / fabricated /tampered/manipulated at any stage during bid evaluation or award of contract, then the bidder would be disqualified from the tender. Action would also be taken for banning of

business dealing with the defaulting firm. In case contract has already awarded to the bidder then PBG would be forfeited. & the contract would be rescind /annulled and BSNL would be at liberty to procure the ordered goods and services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm.

**Section 4 Part B**  
**SPECIAL INSTRUCTIONS TO BIDDERS.**

**1. INTERPRETATION OF THE CONTRACT DOCUMENT**

The Competent Telecom Authority and the Contractor shall in so far as possible by mutual consultation try and decide upon the meaning and intent of the Contract Document. In case of disagreement the dispute will be referred to the Sole Arbitrator as provided in the Contract. Any change in the Contract Document shall be set forth in writing by the representative of the parties hereto. It shall be the responsibility of both the parties to this contract to thoroughly familiarize all of their supervisory personnel with the contents of this Contract Document.

**2. TAXES AND DUTIES**

Contractor shall pay all rates, levies, fees, royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the Contract or any of the obligations of the parties in terms of the Contract Documents and/or in respect of the work or operation(s) or any part thereof to be performed by the Contractor and the Contractor shall indemnify and keep indemnified the BSNL/Department from and against the same or any default by the Contractor in the payment thereof.

**3. PRICE ESCALATION**

The Bharat Sanchar Nigam Limited shall not be responsible for any escalation in prices of labour due to increase in any duties, levies, or taxes etc in respect thereof whatsoever and Contractor's obligation shall remain unaffected by such escalation and/or increase.

**4. NOTIFICATION BY CONTRACTOR**

The Contractor shall give in writing to the proper person or authority with a copy to the GM (HR/Admn), Assam Telecom Circle such notification as may be mandatory or necessary work. All notices shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the Contractor shall keep all proper persons or authorities involved regularly advised of the progress of operations through out the performance of the work together with such other information and/or supporting figures and data as may from time to time as directed or required.

**5. QUALITY OF WORK**

The GM (HR/Admn) /Competent Telecom Authority shall be the final judge of the quality of the work and the satisfaction of the standards in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the Competent Telecom Authority and/or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the Contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein. The Competent Telecom Authority has the right to prohibit the use of men/women and any tools; materials or equipment's which in his

opinion do not produce work or performance meeting the requirement of the Contract Documents. All services shall be performed by persons qualified and skilled in performing such services.

## **6. PERFORMANCE SECURITY DEPOSIT**

The successful Tenderer shall within 10(Ten) days of receipt of intimation of acceptance of this tender deposit security deposit of 3% of the value of work awarded, in the form of DD/Bank guarantee in favour of Accounts Officer (Claim) O/o The CGMT, Assam Circle .

Security deposit will not earn any interest for any period whatsoever. Security deposit will be returned after Six months of the successful completion of the contract as certified by the competent authority of BSNL and after deducting the dues, if any, payable to the BSNL. In the event of any breach of any terms and conditions of the contract, the contract will be terminated and security deposit will be forfeited to the BSNL. No interest shall be paid on amounts payable to the contractor under this contract.

The bank guarantee furnished as security deposit should be valid for a period of not less than eighteen months from the date of agreement. If required the period of validity can be decided by General Manager (HR/A), O/o The CGMT, Assam Circle for period considered being suitable for a particular tender.

All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the security deposit or from any sum which may be due or may become due to the contractor by the BSNL on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the running bill of the contractor.

## **7. Procedure for Preparation and settlement of bills:**

- \* The contractor shall prepare the bills in triplicate ensuring execution of work in its completeness as envisaged above correctness of rates and submit the certified bills(Certificate required to be given by AD/DE) to AD(General) of this office . The bills shall be prepared accurately on the basis of approved rates. The contractor should submit the bill within 15 days based on the certificate furnished by the AD's concerned.

First copy of bill. (PAYABLE copy)

- Second copy of. (Not for Payment).
- The GST will be paid with the bill & payment copy of paid GST should be submitted by the vendor along with next bill.
- **Payment will be released subject to availability of cash/funds. Payment of wages may not be linked with bills payment.**
- The General section of Admn branch shall process the bills based on the performance certificate & attendance of the person engaged. The bill shall be passed, after necessary scrutiny & deduction of tax as applicable by Works



Section, by the officer competent to pass the bill.

- GST shall be paid along with the bill. The firm has to submit the documentary proof of submission of GST in the concerned department along with the next bill. The agency must get it registered with GST Authority and furnish the registration number.
- **The contractor/service provider shall submit the bill of the work executed within 15 days from the date of completion of work to the BSNL authorities ,wherever applicable, failing which the claim of the bill may not be entertained.**

## **8. DISMISSAL OF INCOMPETENT OR MISCONDUCT PERSON**

8.1 The Engineer-in-charge may require the contractor to dismiss or remove from the site of work any person or persons employed by the contractor who may be incompetent or misconduct and contractor shall forthwith comply with such requirements.

8.2 The persons supplied by the Agency should verify and submit if any Police records/criminal cases are pending against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to this Department. The service in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.

8.3 The Service Provider's/Contractor's personnel working should be polite, cordial, positive and efficient, while handling the assigned work and their action shall promote goodwill to enhance the image of this office. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.

8.4 The service provider shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

## **9. PHOTO IDENTITY TO THE STAFF OF CONTRACTOR**

9.0. The contractor has to provide the Photo Identity Cards to the staff employed by him/them for carrying out the work.

9.1. The contractor has to submit the list of the staff employed by him/them to the Engineer in charge. Any change in the staff should be intimated to the Engineer in charge immediately.

**10. COMPLIANCE WITH LAWS AND REGULATIONS**

During the performance of the work the Contractor shall at his own cost and initiative fully comply with all applicable Laws of the Land and with any and all applicable By-laws, Rules, Regulations and Orders and any other Provisions having the force of Law made or promulgated or deemed to be made or promulgated by any Government, Governmental agency or Department, Municipal Board, Government or other regulatory or Authorised Body of persons and shall provide all certificates of compliance therewith as may be required by such applicable Law, By-laws, Rules, Regulations, Orders and/or Provisions. The Contractor shall assume full responsibility for the payment of all contributions and payroll taxes, as to his employees, servants or agents engaged in the performance of the work specified in the Contract Documents. If the Contractor shall require any assignee or sub-contractor to whom any portion of the work to be performed hereunder may be assigned, sub leased or sub Contractor to comply with the provisions of the Clause and in this connection the Contractor agrees as to undertake to save and hold the Department harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out of occasion, indirectly or directly, by failure of the Contractor or any assignee or sub-contractor to make full and proper compliance with the said By-laws, Rules, Regulations, Laws and Order and Provisions as aforesaid.

- 11.** The Contractor shall comply with all provisions of the "Payment of wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, and the Contractor Labour (Regulation and Abolition) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The Contractor shall indemnify Department against payments to be made under for the observance of the Laws aforesaid notwithstanding his right to claim indemnity from his sub-Contractors. The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

In every case in which by virtue of the provisions of Section 12, sub section (i) of the Workmen's Compensation Act, 1923, Department is obliged to pay compensation to a workman employed by the Contractor, in execution of the supply, Department will recover from the Contractor the amount of the compensation so paid, and without prejudice to the right of the Government under Section 12, sub-section (II) of the said Act, Department shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Department to the Contractor whether under this contract or otherwise. Department shall not be bound to contest any claim made against it under Section 12, sub-section (i) of the said Act, except on the written request of the Contractor and upon his giving to Department full security for all cost for which Department might become liable in consequence of contesting such claim.

- 12.** Subject to provisions of contract labour (Regulation and Abolition) Act 1970 and contract labours rules 1971 as amended time to time, contractor shall register themselves after receipt of letter of acceptance of the Tender with concerned licensing authority as per

contract labour (Regulation and Abolition) Act, 1970 and contract labour rules 1971 as amended from time to time and continue to have valid license until completion of work.

**13. Compliance of provision of EPF Act, 1952.**

The Contractor will ensure compliance of employees provident fund and Misc. provision Act, 1952 and an employee's Provident Funds scheme 1952 in respect of labours/ employees engaged by him for performing the supply of BSNL.

**14. INSOLVENCY OR DEATH OF CONTRACTOR**

In the event of the Contractor being adjudged insolvent or going voluntarily into liquidation or having received order or other order under Insolvency act made against him or, in the name of a Company or, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Contractor failing to comply with any of the conditions herein specified, the Competent Telecom Authority shall have the power to terminate the contract without previous notice.

**15.** Contractor's heirs/representatives shall, without the consent in writing of the Competent Telecom Authority, have the right to continue to perform the duties or engagements of the Contractor or under the contract in case of his death. In the event of the Contractor, with such consent aforesaid, transferring his business, and in the event of the Contractor being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, the Contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the Contractor under this contract and be subject to his liabilities there under. Proof of Death and other relevant documents to this effect shall be submitted to the Competent Telecom Authority in writing.

**16.** Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the Competent Telecom Authority on behalf of the BSNL shall have the option of terminating the contract without compensation to the Contractor, which does not amount to Breach of the contract.

**17. SUB-CONTRACTS**

The Contractor shall not assign, sub-contract or sublet the whole or any part of the work covered by the contract or any benefit thereof without the prior written approval of the Competent Telecom Authority. Copies of all agreements entered into with any permitted sub contractor including rates for item of work of sub contract shall be furnished, to obtain in writing, prior approval of the Competent Telecom Authority before the sub Contractor or the agent or the assignees as the case may be allowed under the contract.

**18.** The Competent Telecom Authority reserves the right to refuse or permit any person or organization or sub-contractor to participate in the work covered by the contract. The assignment or sub-contracting or sub-letting of any such work, if permitted by the Competent Telecom Authority shall not relieve the Contractor of any of his liabilities

and responsibilities hereunder, the intention being that notwithstanding any assignment or sub-letting or sub- contracting, the Contractor shall be and remain primarily and principally liable to the Department in terms hereof and for the due fulfillment of the contracted work, any assignee or sub-contractor being regarded merely as the agency of the Contractor.

19. Each assignee and sub-contractor shall be covered by the contract documents and shall perform the work, which he takes up in accordance with the same. The Department will have the same privileges and rights with respect to the inspection of work of assignees or sub-contractors as are provided for under the Contract Documents governing the work of the Contractor. As assignee or sub-Contractor shall provide insurance of the same type and limits as required of the Contractor.
20. The Contractor shall indemnify, and save harmless the Department from and against all actions, suits, proceedings, costs, damages, charges, claims and demands what so ever, either in law or in equity and all costs (inclusive between attorney and client) and charges and expenses that the Department may sustain suffer or incur arising from or out of or incidental (to in connection with any act(s) or commission) of the Contractor, his agents, employees, assignee or sub- contractor. The provision shall also apply to the sub- contractor or assignee as the case may be.
21. If contractor without written approval of Competent Telecom Authority, assign or sublet his contract, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt so to do, or if any bribe gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly, or indirectly, be given, promised or offered by the Contractor, or any of his servants or agent to any public officer or person in the employ of BSNL in any way relating to the office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Competent Telecom. Authority shall have power to adopt any of the courses specified in the tender document as he may deem suited in the interest of BSNL.
22. Where the Contractor is a partnership firm, the previous approval in writing of the Competent Telecom Authority shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in the contravention of the agreement thereof and the appropriate action may be taken by the Competent Telecom Authority according to rules as deemed fit.

**23. LABOUR WELFARES**

In every case in which by virtue of the provisions of the Contract Labour(Regulation and Abolition) Act 1970 and of the Contractor Labour(Regulation and Abolition) Central Rules 1971 as amended from time to time, Department is obliged to pay any amount of wages to a workman employed by the Contractor in execution of the supply, or to incur any expenditure in providing welfare and health amenities required to be provided under

the above said Act and the Rules or under the Rules framed by the Government from time to time for the protection of health and sanitary arrangements for workers employed by the Contractors, Department will amount of expenditure so incurred, and without prejudice to the rights of the Government under Section 20, Sub-section (2) and Section 21, Sub-section (4) of the Contract Labour (Regulation and Abolition) Act 1970, Department shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit of from any sum due by Department to the Contractor whether under this agreement or otherwise. Department shall not be bound to contest any claim made against it under Section 20 Sub-section (i) and Section 21, Sub-section (4) of the said Act, except on the written request of the Contractor and upon his giving to the Department full security for all cost for which Department might become liable in contesting such claim.

24. No labour below the age ELIGIBLE years(18 years) shall be employed on the work.
25. The Contractor shall pay to labour employed by him, wages not less than fair wages as per provisions of “ Payment of wages Act 1936, Minimum wages Act 1948 and Contract Labour ( Regulation and Abolition) Act 1970 and the Contract Labour Rules 1971, wherever applicable. The Contractor shall, notwithstanding the provisions of any contract to the contrary , cause to be paid fair wages to labour indirectly engaged on the work, including any labour engaged by his sub contractors in connection with the said work, as if the labour has been immediately employed by him. In respect of all labours directly or indirectly employed in the supply for performance of the Contractor’s part of this agreement, the Contractor shall comply with or cause in regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and deductions unauthorizedmade, maintenance of wages books or wages slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions to the Contract Labour ( Regulation and Abolition) Central Rules,1971, wherever applicable. The Competent Telecom Authority or his sub-ordinate Officer concerned shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment the conditions of the contract for the benefit of the supply, on-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or non-observance of the Regulation.
26. In respect of labour directly or indirectly employed in the work for the performance of the contractor’s part of this agreement, the contractor shall at his own expense arrange for the safety provisions as per safety code framed from time to time and shall at his own expense provide for all facilities in connection therewith.In case the contractor fails to make arrangement and fails to provide necessary facilities as aforesaid, Competent Telecom Authority shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.
27. In respect of all labour directly or indirectly employed in the supply for the performance of the Contractor’s part of this agreement , the contractor shall comply with or cause to be complied with the provisions of Contract Labour(Regulation and Abolition) Act 1970 and Contractor(R & A) Central Rules 1971 or any other rules framed by Government from time to time (Hereinafter referred as “ the said rules “ ) for the protection of health

and sanitary arrangements for workers employed by the contractor. Should it appear to the Competent Telecom Authority that the contractor is not properly observing and complying with the said rules, the Competent Telecom Authority shall have power to give notice in writing to the contractor requiring that the said rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor within the period specified in the notice to comply with and/observe the said Rules fails to provide the amenities to the work-people as aforesaid, the Competent Telecom Authority shall have the power to provide the amenities herein mentioned at the cost of the contractor. The Contractor shall erect, make and maintain at his own expense and to approved standards all necessary huts and sanitary arrangements required for his work-people at the site inconnection with the execution of the supply and if the same shall not have been erected or constructed, according to approved standards, the Competent Telecom Authority shall have the power to give notice in writing to the Contractor requiring that the huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards and if the Contractor shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Competent Telecom Authority shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor.

## **28. PENALTY CLAUSE:**

### **28.1 Penalty for Absenteeism:-**

**1. For not providing of the House keeping personal as per demand a penalty of 50% of the approved rates will be imposed in addition to this no payment for that absentee will be made.**

### **28.2 Penalty for delay in provision of assistant :-**

- |                                |   |
|--------------------------------|---|
| 1. Upto 0.30 Hrs.              | Will be treated as half day present & no penalty.   |
| 2. From 0.30 hrs. to 4.00 hrs. | Will be treated as half day and a penalty of 50% of the approved rates calculated for the given period will be imposed, in addition to this no payment for half day will be made. |
| 3. Beyond 4.00 hrs. onward     | Will be treated as full day absent. Penalty as clause 28.1 will be imposed.   |

### **28.3 Penalty for Non-Payment to the Housekeeping staffs.**

Penalty @ 0.5% per day of the billed amount maximum upto 10% will be imposed if the payment of the labours engaged will not be done upto 7<sup>th</sup> of every month. 28.4 Penalty for not satisfactory work will impose a penalty of 50% of the contact value of the site/station.

## **29. Risk & Cost:**

If due to any circumstances the vendor does not provide the Housekeeping personal for the desired period, then same will be get done by the out sourcing /other agency. For this whatever the amount of expenditure so made , will be deducted from billed amount /SD of the vendor.

### **30. DISTRIBUTION OF WORK :**

**30.1** The GM (HR/A), Assam Circle shall have the sole discretion in determining the number of Contractors on whom the work orders shall finally be placed. If multiple bids are accepted the terms and conditions offered to the lowest shall also apply to the higher bids.

### **30.2 GENERAL POLICY OF DISTRIBUTION :**

#### **Work will be awarded to L1 bidder for the given site/location.**

**30.2.1** However, the CGMT Assam Circle reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price . He will also have to work which have been not taken over by anybody and left over after starting the work during any time of the contract.

**30.2.2** BSNL reserves the right to depart from the above guidelines for distribution of order quantities among successful bidders depending upon the urgency and other factors prevailing at the time of evaluating the bids. 100% work/supply can also be given to lowest bidder.

**30.3** Incase L-1 Bidder refuses to work, the work will be awarded to L2 bidder at L1 rates after forfeiture of EMD of L1 bidder

### **31. Rescission/Termination of contract**

#### **31.1 Circumstances for rescission of contract:**

#### **Under the following conditions the competent authority may rescind the contract**

- a. If the contractor commits breach of any item of terms and conditions of the contract.
- b. If the contractor suspends or abandons the execution of work and the engineer in-charge of the work comes to conclusion that work could not be completed by due date for completion or the contractor had already failed to complete the work by that date.
- c. If the contractor had been given by the officer-in-charge of work a notice in writing to comply with the requirement within the specified period.

31.2 Upon rescission of the contract, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL as under:

31.3 The certificate of the Divisional Engineer in-charge of work as to the value of work done shall be final and conclusive against the contractor, provided always that action shall only be taken after giving notice in writing to the contractor.

31.4 The contractor can also be debarred for participation in further tenders in the SSA.

### **32. Termination for Insolvency:**

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

**33. Optional Termination by BSNL (Other than due default of the Contractor):**

33.1 The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or whole of material, machinery and other equipment for sue in or in respect of the work.

**34. Issuance of Notice:**

34.1 The Divisional Engineer in-charge of work shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Divisional Engineer in-charge shall submit a draft of final notice along with a detailed report to the competent authority that had accepted the contract.

34.2 The **final notice for rescission of contract** to the contractor shall expressly state the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing final notice:

- a. No new work beneficial to the contractor shall be allowed
- b. Adequate departmental security arrangement in replacement of the contractor watch and ward shall be made forthwith. Expenses on this account are recoverable from the security deposit or any amount due to the contractor.

**35. INDEMNITIES:**

35.1 The contractor shall at all times hold the BSNL harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions, brought or procured against the BSNL its officers and employees and forthwith upon demand and without protect or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal connection with injury damages of the contractor or damage to



property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protest or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.

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

### **36. TAX INDEMNITY CLAUSE**

BSNL has the right to recover TAX CREDIT LOSS suffered by it due to any mis-declaration on invoice by supplier.

### **37 FORCE MAJEURE:**

- 37.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Department as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.
- 37.2 Provided also that if the contract is terminated under this clause, the Department shall be at liberty to take over from the contractor at a price to be fixed by the Department, which shall be final.

### **38 ARBITRATION:**

- 38.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement the same shall be referred to sole arbitration of the Chief General Manager, (Assam) or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Chief General Manager (Assam) or by whatever designation such officers may be called

(hereinafter referred to as the said officer) and if the Chief General Manager, (Assam) or the said officer is unable or unwilling to act as such to the sole arbitration no or some other person appointed by the Chief General Manager or the said officer, The agreement to appoint an arbitrator will be in accordance with the arbitration and condition Act, 1996 . There will be no objection to any such matter to which the agreement relates or that in the course of his duties as BSNL servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. IN the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager or the said officer shall appoint another person to act as arbitration 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.

- 38.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, Subject to aforesaid India Arbitration and Condition Act 1996 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.
- 38.3 The venue of the arbitration proceeding shall be the office of the Chief General Manager, (Assam) or such other places as the arbitrator may decide. The Following procedure shall be followed:
- 38.3.1 In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
- 38.3.2 There should not be a joint submission with the contractor to the sole arbitrator.
- 38.3.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- 38.3.4 The onus of establishing his claims will be left to the contractor.
- 38.3.5 Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
- 38.3.6 The "points of defense" will be based on actual conditions of the contract.
- 38.3.7 Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual.
- 38.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defense".

38.3.9 If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.

38.3.10 The award of the sole Arbitrator shall be final and binding on all the parts to the dispute.

### **39. SET OFF:**

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

### **40 PRICE REVISION :**

40.1 As and when the labour rates are revised and notified by Central Labour Commissioner, the contractor has to make payment as per revised rates. Contractor has also to comply the other labour laws requirements as per revised rates. The BSNL will not pay anything extra for the same.

40.2 The contractor/service provider will also deposit the ESI contribution to the concerned authority as per rule.

### **41. GST Invoice**

41.1 All the details of supplier (name , address, GSTIN/Unregistered supplier ,Place of supply, SAC/HSN code etc) and other mandatory details shall be mentioned on the invoice.

41.2 Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and time within the time prescribed under GST law.

41.3 In case of any deficient/incomplete/rejected/supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note & take Tax adjustment.

41.4 It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz the amount, the place of supply, rate of Tax etc. In case the eligibility of input Tax credit is questioned or denied to BSNL on account of default by the supplier ,the same will be recovered by BSNL from the supplier.

41.5 Registered location of the both the parties i.e., BSNL and supplier should be mentioned in the agreement with GSTN no. Further supplier should raise invoices at the registered premise of BSNL for availing credit & ensure that the place of supply as per GST is same as registered premises.

41.6 BSNL could at any time instruct the supplier to raise its invoice at a particular location of BSNL

41.7 It is the responsibility of the supplier to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the supplier shall intimate to BSNL and give adequate time before raising the invoice.

41.8 E way bill no should be mentioned on the invoice.

41.9 Supplier shall be responsible for timely issuance and delivery of invoice/DN/CN to enable BSNL to claim Tax benefit on or before the stipulated time period provided by GST law.

(a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not then the cost would be borne by the supplier.

(b) Reporting of correct outward supply by the supplier in the outward return(GSTR-1) is the responsibility of the supplier . In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would require to indemnify BSNL of the loss of credit due to mismatch. The compliance to be adhered by supplier includes (but not limit to ) the following

(i)Uploading appropriate invoice details on the GSTN within stipulated time.

(ii)Issuing GST compliant invoices/CN/DN.PO issued by BSNL should be referred by supplier for capturing information on the invoice.

(iii)Supplier needs to pay the entire self assessed tax on timely basis.

(iv)Where invoice is not uploaded or incorrect upload of invoice details of GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So acceptance of changes made by BSNL on GSTN on account of non upload or incorrect upload of invoice details on GSTN is to be submitted by supplier. Such changes w.r.t. the mismatch are required to be accepted by supplier within the time limit prescribed under GST law. It should be noted that in case supply does not accept such changes within time limit under prescribed GST law , the loss of input Tax Credit ( if any) would be recovered from the supplier. In case of mismatch because of supplier fault , prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.

(v) Supplier to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST tax to them. I case BSNL is unable to claim the input Tax credit the amount w.r.t GST charged by the supplier would be recovered from the supplier.

(vi)A self declaration along with evidence that the bidder is not blacklisted by GST authorities in case supplier gets blacklisted during the tenure of BSNL contact , then the supplier must indemnify BSNL to ensure that no loss input TAX credit is borne by BSNL due to default of supplier.

41.10 All the details of supplier(name , address , GSTN/unregistered supplier, place of supply , SAC/HSN code etc) and other mandatory details shall be mentioned on the invoice.

41.11Where the location agreed are more than one state , then separate invoice state wise to claim input Tax credit in a particular state 9typically happens in a bill to ship scenario) shall have to submitted

4.12 It shall be the responsibility of the supplier to mention state of place of supply of goods/services in the invoice issued to BSNL.

**SECTION –4 PART C**  
**SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

**General**

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnlTrustline /SafeScript/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the e Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
11. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
12. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
13. It is important to note that, **the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.**

14. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
15. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
16. At the time of freezing the bid, the e Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
17. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
18. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
19. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
20. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
21. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
22. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
23. The bidders are requested to submit the bids through online e Procurement system to the TIA well before the bid submission end date and time (**as per Server System Clock**).

## SECTION- V

### SPECIFIC TERMS AND CONDITIONS

1. These conditions will supplement the General condition of the tender document and whenever there is a conflict, the provision herein will prevail over those in general conditions.
2. **Work Order will be issued by the AGM (Admn)/DE(I/C) of the work O/O CGMT , Assam Circle. Work Order issuing authority will keep the record of the Housekeeping works. Billing will be made on the basis of the record given by the work order issuing authority to the vendor.**
3. **The Vendor has to ensure the wage payment to all the Housekeeping staffs up to 7<sup>th</sup> of every month without fail.**
4. **The contractor will submit the monthly bill up to 15<sup>th</sup> of each month with all documents as described in clause 7 of the General Terms & conditions. Penalty for nonpayment to the Asstt @ 0.5% per day of the billed amount & maximum 10% will be imposed.**
5. The competent authority will approve the tender for one year or the agreement amount whichever is earlier. The contractor will submit the bills to work order issuing authority, based on the certificates issued by the field units AD/DE. The competent authority will also have the option to extend the time period by six months with the consent of the contractor.
6. The person appointed should be of good moral character and should have an **identity card** (Issued by the vendor).
7. The acceptance of quality & quantity of the person engaged will be final and binding on the contractor. BSNL will be the final judge for productivity of any assistance.
8. The safety and security of the personals deployed for housekeeping will be the sole responsibility of the contractor.
9. The firm has to submit the bill duly certified by the concerned officer maximum by 15<sup>th</sup> of succeeding month, failing which the bill may be rejected on the responsibility of the tenderer.
10. Housekeeping staffs should have knowledge of local language in Assam and Hindi.
11. Office shall not be liable for any loss, damage, theft, burglary or robbery of any personnel belongings, equipment or Housekeeping of the personnel of the service providers
12. The Service Provider's/Contractor's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters as all are of confidential/secret nature that can attract legal action.

**13.** The Service Provider's person shall not claim any benefit/compensations/absorption/Regularization of services in this office under the provision of Industrial Disputes Act,1947 of Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be taken by the service provider and has to be submitted.

**14.** The person deployed shall not claim any Master & Servant relationship against this office.

**15.** The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering without work.

**16.** The service provider shall engage the necessary person as required by our office from time to time. The said person engaged by the service provider shall be employee of the service provider and it shall be the duty of the service provider to pay their salary every month in time by the contractor. There is no Master & Servant relationship between the employees of the service provider and the Department .Further that the said person(s) of the service provider shall not claim any benefit. The contractor should not stop the payment of salary on account of delays not attributed to.

**17.** The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the office.

**18.** The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

**19.** If for any reason the personnel deployed by the service provider proceeds on absence, he/she should properly intimate the Controlling Officer and the Concerned Administration before such absence or in case of Medical emergency on the first day of taking such absence either officially or telephonically clearly indicating the number of days he/she will be absent. The service provider shall provide a substitute in case the absence exceeds 5 days or even earlier, if situation so warrants, which shall invite a penalty fee of Rs. 5000/- per day.

**20.** BSNL reserves the right to cancel the contract at any stage without assigning any reason. However, the agreement can be terminated by BSNL by giving one month's notice in advance.

**21.** On the expiry of the agreement as mentioned above, the agency will with-draw all its Personals and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

**22.** Any increase in labour rate by the Govt will have to be born by the contractor. The contractor will not claim any amount on these accounts.

**23.** The contractor has to comply all the laws, rules, guidelines related to the tendered work/labour etc. mentioned or not mentioned in the tender document.



**24.** In case the requirement is for lesser period i.e part of a month/day, the amount paid will be on proportionate basis.

**25.** Payment will be made by the contractor to their personals (Housekeeping) online or through Cheque.

**SECTION-6-A  
UNDERTAKING & DECLARATION**

For understanding the terms & condition of Tender & Spec. 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 & 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.

**b) The tenderer hereby covenants and declares that:**

1. All the information, Documents, Photo copies of the Documents/Certificates enclosed along with the Tender offer 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 LOA/ Purchase/ work order if issued and forfeit the SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

3. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions /clauses contained therein.

Date: .....

Place: .....  
.....

Signature of Tenderer  
Name of Tenderer

Along with date & Seal

**Section 6(B)**  
**Near Relative Certificate**  
**FORMAT**

**To:**

The AGM (HR/Admin),  
O/O CGMT , Assam Circle  
BSNL Bhavan, 3rd Floor,  
Panbazar ,Guwahati-781001.

**Sir,**

**Sub:** Near Relative Certificate.

“I.....s/o..... r/o..... hereby certify that none of my near relative(s) of all directors / Partners of M/s \_\_\_\_\_ as defined in the tender document is/are employed in BSNL unit as per details given intender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.”

Definition of near relative:

- (a) Members of a Hindu Undivided family
- (b) They are Husband & wife
- (c) The one is related to the other in the matter as father, mother, son(s),and son’s wife(daughter-in-law) daughter’s husband (Son-In-law),brother(s) wife, sister’s & sister’s husband( brother-in-law)

Yours Truly,  
(Signature with seal)

**Note:** In case of proprietorship firm, certificate will be given by the proprietor, For Partnership firm , certificate will be given by the all partners, and in case Limited Company, the certificate is to be given by all the Directors of the company

**SECTION -7 (A)**  
**PROFORMA**

**PROFORMA for EMD / BID SECURITY DECLARATION (To be typed on Rs.200/- non-judicial stamp paper)**

I/ We ..... R/o ..... and authorized signatory of the firm M/s..... (Hereafter referred to as Bidder) have read, understood and agree with all the terms and conditions included in the tender documents for participation in the tender of work/supply of ..... Vide tender no. .... do hereby undertake and declare that:

1. If I/ We does not accept the APO/AWO and/or does not submit the PBG or fail to enter into the agreement & commence the work in time as per BSNL order.
2. If any loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the bidder(s) of any of terms or conditions contained in the said tender document or by reason of the bidder (s) failure to perform the said Agreement.
3. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time.
4. If the bidder either registered with body specified by Ministry of Micro, Small & Medium Enterprise or Non MSE bidder claiming any concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations.
5. If I/We withdraws or amends the 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.

I hereby undertake that under any/all the above conditions, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued, and to suspend/Debar/Ban for a period of one year from the date of such order/instance. BSNL can debar my/our firm from any further work/ contract by BSNL for one year from the date of issue of such order.

This Declaration is being submitted in lieu of EMD/Bid Security Date: .....

Signature of Tenderer.....

Place: .....

Name of Tenderer

..... Along with date & Seal

**Section 7 B**  
**PERFORMANCE SECURITY GUARANTEE (Bond Form)**  
(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

**Sub: Performance guarantee.**

Whereas Chief General Manager, Assam Telecom Circle, Guwahati (hereafter referred to as BSNL ASSAM CIRCLE ) has issued an APO no..... Dated ...../...../20..... Awarding the work of ..... to M/s ..... R/o

..... (hereafter referred to as “Bidder”) and BSNLhas asked him to submit a performance guarantee in favour of “ Accounts Officer(Claim) BSNL O/O CGMT, Assam Circle, Panbazar, Guwahati-781001.” of Rs. ..../- (here after referred to as “P.G. Amount”) valid up to ...../...../20.....(hereafter referred to as “Validity Date”)Now at the request of the Bidder, We .....Bank.....Branch having .....Address) and Regd. office address as

..... (Hereinafter called ‘the Bank’) agreed to give this guarantee as hereinafter contained:

2. We, “the Bank” do hereby undertake and assure to the BSNL ASSAM CIRCLE that if in the opinion of the BSNL ASSAM CIRCLE, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL ASSAM CIRCLE the said sum limited to P.G. Amount or such lesser amount as BSNL ASSAM CIRCLE may demand without requiring BSNL ASSAM CIRCLE to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

3. Any such demand from the BSNL ASSAM CIRCLE shall be conclusive as regards the liability of Bidder to pay to BSNL ASSAM CIRCLE or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL ASSAM CIRCLE regarding the claim.

4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

5. The Bank further agrees that the BSNL ASSAM CIRCLE shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any

of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL ASSAM CIRCLE against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and

the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL ASSAM CIRCLE or any indulgence by BSNL ASSAM CIRCLE to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. Notwithstanding anything herein contained;

(a) The liability of the Bank under this guarantee is restricted to the P.G. amount and it will remain in force up to its Validity date.

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

7. In case BSNL ASSAM CIRCLE demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Claim), O/o The CGMT, Assam Circler, payable at Guwahati.

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

Place: .....

Date: ..... (Signature of the Bank Officer) Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

**SECTION 7 (c)**  
**FOR ATTENDING BID OPENING**  
[To reach AGM(HR/Admn) before date of bid opening]

To  
The AGM (HR/Admin),  
O/O CGMT Assam Circle  
BSNL Bhavan, 3rd Floor,  
Panbazar ,Guwahati-781001.

**Subject:** Authorisation for attending bid opening on .....(date)In the Tender of  
.....

\*\*\*\*\*

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

**Order of Preferences Name Specimen Signatures**

- I.
- II.

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

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

**SECTION-8**  
**Bidder's /Tenderer's profile & Questionnaire.**  
Tenderer / Bidder's Profile & Questionnaire  
(To be filled in and submitted by the bidder)

**A) Tenderer's Profile**

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

2. Present Correspondence Address  
.....  
.....  
.....  
Telephone No. .... Mobile No. ....  
FAX No. ....

3. Address of place of Works/  
Manufacture .....  
.....  
.....  
Telephone No. .... Mobile No. ....

4. State the Type of Firm: Sole proprietor-ship/partnership firm/Private limited company. / (Tick the correct choice):

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

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

7. Permanent Account No. :.....

8. 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.):.....

9. Whether the firm has Office/ works (i.e. manufacture of the tendered item)In Guwahati? If so state its Address

.....  
 .....

**B) Questionnaire**

1. Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No.

1.1 If Yes, Give details

.....  
 .....

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

2.1 If Yes, Give details

.....  
 .....

3. Kindly indicate the maximum Quantity of tendered material which you are capable of supplying within the scheduled delivery period

Name of the tendered Item	Qty that can be supplied by the firm within scheduled delivery period.

4.4. Suggestion for improvement of the tender document.

.....  
 .....

Place.....

.....

Date .....

.....

Signature of contractor

Name of Contractor

**SECTION-9  
BID FORM**

TENDER NO: **Gen/HK/BSNLBhawan/Pt-8/22-23/9**

**Dated 13.06.2022**

To,  
The AGM (HR/Admin),  
O/O CGMT Assam Circle  
BSNL Bhavan, 3rd Floor,  
Panbazar ,Guwahati-781001.

Dear Sir,

- 1) Having examined the conditions of contract and specifications including addenda Nos..... the receipt of which is hereby duly acknowledged. We, undersigned, offer to give the House keepings on hire basis in conformity with conditions of contract and specifications for the sum shown in the Schedule of Prices attached herewith and made part of this Bid.
- 2) Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
- 3) If our Bid is accepted, we will obtain the guarantees or DD of a Scheduled/Nationalised Bank for a sum not exceeding 3% of the contract sum,.
- 4) We agree to abide by this Bid for a period of **150** days from the date fixed for Bid opening or subsequently extended period if any, agreed by us . The bid shall remain binding upon us to the aforesaid period. In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 12, shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**
- 5) We understand that you are not bound to accept the lowest or any bid, you may receive.
- 6) If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 3% of the Contract value for the due performance of the Contract
- 7) If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
- 8) Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: ..... day of ..... 2022

Signature

.....  
Witness Name .....  
Signature.....

In the capacity of

.....  
Name .....  
Address .....  
.....

Duly authorized to sign the bid for and on  
behalf of

**ANNEXURE-1**  
**DECLARATION**  
**(In Rs.100/- non-judicial stamp paper)**  
**( IN CASE OF PARTNERSHIP FIRM/PROPRIETOR OF FIRM/ COMPANY)**

**DECLARATION**

I, ----- son of / wife of Shri-----  
----- and proprietor / Director/ partner of M/s.-----  
----- do hereby solemnly affirm and declare as under:

1. That I am the sole prop./partner/Director of M/s.-----has never ever been debarred and/ or blacklisted by any Dept. of Central Govt./State Govt./PSU/Public bodies/Municipalities and not having any on going litigation or court case pending or any other money suits also state that the bid is not submitted in the name of this firm, while being Director or partner or proprietor of such firm which is either debarred, black-listed or has entertained litigation or having on going litigation or court cases or money suits pending regarding the failure of providing goods & Services .

2. In case the above declaration is found to be incorrect or wrong, the contract if awarded to the firm shall be terminated immediately and the firm shall be liable to the black listed/debarred for future works/ contract with BSNL. Any such action however be without prejudice to BSNL's rights under the law.

The above declarations are given in accordance with the NIT conditions.

Signature of Proprietor/Partner/Director  
(Shri/Smt./Ms-----)

Note: The signatory should not affect any variation in the text of declaration.  
Declaration in any other form shall not be acceptable and render the bidder for penal action as decided by Chief General Manager, Assam Telecom Circle ,Guwahati-01.

**ANNEXURE – 2**  
**RTGS/ NEFT/ MANDATE FORM FOR VENDOR CREATION IN ASSAM CIRCLE**

1. Vendor Name and address :
2. Vendor code (if available) :
3. Permanent Account Number (PAN) :
4. Particulars of Bank Account :
  - a. Name of the Bank :
  - b. Name of the Branch :
  - c. Branch Code :
  - d. City Name :
  - e. Branch Address :
  - f. Branch Telephone No. :
  - g. Bank Branch IFSC Code :
  - h. 9 Digit MICR Code :
  - i. Type of Account : (S.B. Current or Cash credit specify code )
  - j. Account :
5. Vendor's E-mail Address :
6. Vendor's Authorised Signatory- Name :
7. Vendor's Contract person Name :

I / We hereby declare that the particulars given above are correct and complete . If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the company responsible.

DATE: Authorised Signatory -----  
-----

**BANK CERTIFICATE**

We certify that ----- has an account with number -----  
----- and we confirm that the details given above are correct as per our record. We also confirm that we enable for receiving NEFT / RTGS credits.

Date:

Place: Signature and Name of the authorized official of Bank with Stamp

(NOTE: To be filled in the firm's Letter Head & Kindly submit the original in offline)

### **Annexure-3**

#### **CERTIFICATE ( TO BE GIVEN AS THE TENDER DOCUMENT IS DOWN LOADED FROM WEB )**

The downloaded tender document as published at the website ( etender ) has been used for bidding in this tender. It is certified [www.assam.bsnl.co.in](http://www.assam.bsnl.co.in) /[www.etender.gov.in](http://www.etender.gov.in)/eprocure/app that no modification has been done to the contents of the tender document.

Place :

Date :

Signature of the bidder (Seal / Rubber stamp)

**ANNEXURE-4**  
**PROFORMA OF POWER OF ATTORNEY**  
**Non-Judicial Stamp POWER OF ATTORNEY**

Be it known all to whom it concerns that: -

1. Shri \_\_\_\_\_ s/o \_\_\_\_\_ residing at \_\_\_\_\_
2. Shri \_\_\_\_\_ s/o \_\_\_\_\_ residing at \_\_\_\_\_
3. Shri \_\_\_\_\_ s/o \_\_\_\_\_ residing at \_\_\_\_\_

I, the Proprietor/We all the Partners/Directors of M/s \_\_\_\_\_ (Address) \_\_\_\_\_ hereby appoint Shri \_\_\_\_\_ s/o \_\_\_\_\_ residing at \_\_\_\_\_ as my/our Attorney to act in my/our name and on behalf and sign and execute all documents/agreements binding the firm for all contractual obligations (including references of cases to arbitration) arising out of contracts to be entered into by the firm with the CGMT, Assam Telecom Circle, Guwahati in connection with their Tender Enquiry No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ due for opening on \_\_\_\_\_. In short he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s \_\_\_\_\_. And I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/us and my/our firm as if the same were executed by me/us individually or jointly.

Witness (with Address)

- 1.
- 2.

-

Signature of the Proprietor/Partners/Directors

- 1.
- 2.
- 3.

**Accepted**  
**(Signature of Signatory of Tender Offer of the firm)**

---

**A T T E S T E D**

Notary Public

(Signature with Official Seal )

OR

**R E G I S T E R E D**

Before

( SUB – REGISTRAR ) ..... (of concerned State)

## Annexure 5

### **AGREEMENT**

#### Format of Agreement

### **HOUSE KEEPING JOB CONTRACT IN THE BSNL ADMINISTRATIVE BUILDING, ASSAM CIRCLE, PANBAZAR, GUWAHATI-781001.**

[Sample Agreement between BSNL and selected Contractor]

The Agreement should be typed on non-judicial stamp paper of Rs. 100/-

This Agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ 2020 between the Chief General Manager Telecom, Assam Telecom Circle, on behalf of M/s Bharat Sanchar Nigam Limited (A Govt. of India Enterprise), a Company incorporated under the Companies Act, 1956 having its Corporate office at Sanchar Bhawan, Janpath New Delhi-110001 (hereinafter referred to as "BSNL" which expression shall be deemed to include its successors and assigns wherever the context so admits or requires ), through its duly authorized representative Mr. \_\_\_\_\_, Designation \_\_\_\_\_

ON THE ONE PART.

AND \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR' which expression shall include the servants, heirs, executors and administrators wherever the context so admits or requires) through the authorized representative Mr. \_\_\_\_\_ ON THE OTHER PART.

#### WHEREAS

- A) The BSNL is desirous of managing through a Contractor the Housekeeping Services of BSNL Administrative Building, Panbazar, Guwahati-01.
- B) The CONTRACTOR has been found suitable for the job at rates finalized through a Tendering process and is agreeable the terms and conditions hereinafter appearing.
- C) The CONTRACTOR has given an unconditional Bank Guarantee as stipulated in the Tender Document Set for the due fulfillment of the said Agreement.

It is now hereby agreed by and between the parties hereto as follows :-

#### 1-1 Period of Contract:-

The period of Contract shall be initially for 1(one) year starting from the date of signing of the Agreement.

The period of Contract may be extended for one year by BSNL at the same rates and terms & conditions subject to mutual consent. In that case the period of validity of the Bank Guarantee will have to be suitably extended to cover the period of Contract plus three months.

1-2 Validity period of Rates quoted & rates finalized in the Tender:-

The rate(s) finalized in the Tender shall remain valid for the entire period of contract from the date of signing of the Agreement.

1-3 Payment Schedule :

- i) All payments shall be made by cheque in Indian Rupees.
- ii) For processing payment for a certain month, pre-receipted bill in duplicate is to be submitted to the respective unit Administration concern by 5<sup>th</sup> day of the following month. Normally, payment will be made within the month of presenting the bill.
- iii) Income Tax at the rates applicable will be deducted at source from all the running account bills and final bills. For all such deductions tax the Accounts Officer concerned would issue deduction certificate at the end of the Financial Year.

1-4 Suspension, Revocation or Termination of the Contract:

- i) BSNL reserves the right to suspend the operation of the contract at any time, on the directions of the competent authority.
  - a) Provided that BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action.
  - b) Provided further that the suspension of the Contract shall not be a cause or ground for extension of the period of the contract and suspension period will be taken as period spent. No charges for use of the facility of the Contractor shall be payable by BSNL.
- ii) BSNL may, without prejudice to any other remedy available for the breach of any conditions of the Contract, by written notice of 3(three) months issued to the Contractor at its registered office, terminate the Contract if :
  - a) the Contractor fails to perform any of its obligation(s) under the Contract & /or,
  - b) the Contractor fails to rectify, within the time specified, any defect as may be pointed out by BSNL. Breach of non-fulfillment of Contract conditions may come to the notice of BSNL through complaints or as a result of the regular monitoring. Whenever considered appropriate, BSNL may conduct an inquiry either suo-motto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the Contract by the Contractor. Upon such inquiry the Contractor shall extend all cooperation and shall Endeavour to remove any hindrance.
- iii) The Contractor may terminate the Contract, by giving notice of at least 3 months in advance. The effective date of surrender of the Contract will be 3 months counted from the date of receipt of such notice by the BSNL (i.e. the Authority who has signed the Agreement on behalf of BSNL.)
- iv) If the Contractor winds up its operation or goes into liquidation, it shall immediately (delayed not more than a week) inform BSNL in writing about occurrence of such an event, in that case, the written notice period can be modified by the BSNL as deemed fit under the circumstances.



BSNL may, either decide to issue a termination notice or to continue the Contract by suitably modifying the conditions as it deems fit under the circumstances.

- v) It shall be the responsibility of the Contractor to maintain the quality of Service, even during the period when the notice for surrender/termination of the Contract is pending. If the quality of Service is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of the Contractor and the Performance Bank Guarantee shall be forfeited.
- vi) Return of Bank Guarantee on Termination of Contract :  
On expiry or termination or surrender of the Contract, the Performance Bank Guarantee shall be released to the Contractor after ensuring clearance of all dues if any which the Contractor is liable to pay to the BSNL and the CONTRACTOR having returned all the inventory earlier handed over to it by the BSNL at the time of commencement of the Contract.
- vii) In case BSNL withdraws from the Contract for any reason for which the Contractor is not responsible, the Contractor may seek return of the original Bank Guarantee immediately.

1-5 Penalty Provisions :

- i) In case of any breach in terms and conditions of the Agreement by the Contractor or in case of loss suffered by BSNL due to failure of service on the part of the Contractor, BSNL may en-cash any or all Performance Bank Guarantee (s) available with it without prejudice to its rights of any other remedy, BSNL may also debar the Contractor for future dealings with BSNL for any other contract.
- ii) Complaints regarding quality of service rendered by the Contractor & /or failure in Service by the Contractor recorded in the Log Book or noticed during regular inspections would be brought to the notice of the AGM(HR/Admn), Assam Telecom Circle and penalty will be levied per day basis. The Contractor shall pay the penalty levied preferably by deduction from the Contractor's monthly bill amount in case that is not possible, by additional payment by the Contractor within one (1) week of conveying the decision of the Competent Authority. If any room/any part of the building under contractual obligation found dirty/not cleaned properly the penalty of Rs. 100/- per day would be levied from the Contractor
- iii) In case of non-cleaning of the whole building for 1(one) day or more because of any issues attributed by the contractor, a penalty will be levied preferably by deduction from the contractor's monthly bill proportionately and in addition Rs.500/-(Rupees Five hundred) only will be deducted per day basis.
- iv) In case the absence continues for more than 1(one) day, any other party will be engaged for cleaning works of the building and the amount paid to the party will be deducted from the contractor's bill in addition to clause B.XI(vi).

1-6 Disputes and Arbitration:

- i) Any question, dispute or differences arising out or in connection with this Agreement or breach, termination or validity thereof, shall be first endeavored to be settled through discussion or negotiations between the Contractor and the BSNL.

- ii) If any dispute cannot be amicably settled, either party, as soon as practicable, but not earlier than three months after a request to settle the dispute amicably has been made to the either party, give to the other party notice in writing of existence of such question , dispute or difference, specifying the nature and the point of issue.
- iii) In the event of any doubt, dispute or difference arising under this Tender agreement or in connection where with except as to matters the decision on which is specifically provided under the Terms and Conditions of the Tender, the same shall be referred to the sole arbitration of the Chief General Manager, Assam Telecom circle or any other person appointed by him as the Arbitrator.
- iv) No objection to any such appointment shall be entertained on the ground that the Arbitrator is a Government servant or an employee of M/s BSNL. However, the Arbitrator will not be the one who had an opportunity to deal with the matter to which the Agreement relates to or that in course of his/her duties has expressed his/her view, on all or any of the matters in dispute or in difference.
- v) The award of the Arbitrator shall be final and binding on the parties.
- vi) In the event of such Arbitrator , to whom the matter was originally referred to , being transferred or vacating his office due to death, resignation or refusal to work or neglecting his/her work or being unable to act as Arbitrator for any reason whatsoever, the Chief General Manager, Assam Telecom Circle, shall appoint another person to act as the Arbitrator in place of the outgoing Arbitrator in accordance with the terms of the Contract Agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- vii) All incidental expenses in the arbitration proceedings will be borne by the party as decided by the Arbitrator.
- viii) The Arbitrator may, from time to time, with the consent of parties, enlarge the time for making and publishing the award of Arbitration. Upon any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.
- ix) Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made there under and any stipulation/modification for the time being in force shall be deemed to apply to the Arbitration proceedings.
- x) The venue of the Arbitration proceedings will be Guwahati.
- xi) Any dispute which cannot be settled by the Arbitration process, is judicable in the courts within the jurisdiction of Guwahati High Court only.

1-7 Force Majeure Clause :

- i) If at any time , during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract be prevented or delayed by reason of :
  - a) Any war of hostility,
  - b) Acts of public enemy, civil commotion, sabotage, explosions,
  - c) General strikes, Bandhs,
  - d) Acts of God.

- Hereinafter referred to as the EVENT, neither party shall be reason of such EVENT, be entitled to terminate this Contract, not shall any party have any claim to the damages against the other in respect of such non-performance or delay in performance, provided that notice of happening of any such EVENT is given by either party to the other within 7 (seven) days from the date of occurrence of such EVENT.
  - ii) If a Force Majeure EVENT occurs, the Contractor shall promptly notify the BSNL in writing of such conditions and the cause thereof. Unless otherwise directed by the BSNL in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure EVENT.
  - iii) Expected Work and deliveries under this contract shall resume as soon as practicable after such EVENT comes to an end or ceases to exist. The decision of the Chief General Manager, Assam Telecom Circle as to whether the situation has become normal or not, shall be final and conclusive.
  - iv) If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such EVENT for a period exceeding 60 (Sixty) days, either party may at his./their option terminate this Contract.
- 1-8
- i) BSNL shall provide cup boards with locking facility for storage of materials only to be used for the work related to Housekeeping work of BSNL Administrative Building to the Contractor free of cost during the period of contract. No name plate of the Contractor should be displayed and nobody will be allowed to stay in the office after office hours. The Contractor will have to vacate the same immediately on termination of the contract or on being asked by BSNL.
  - ii) The Contractor shall maintain sufficient stocks of various items such as towels, duster, soaps, liquid soaps, phenyl, detergent, odonil, naphthalene balls or any other toiletries as to meet normal requirements. The Contractor shall not be permitted to stop supplying any items for any reason.
  - iii) The Contractor shall authorize a person to supervise the House keeping services who will report to concerned supervising officer or any other officer of BSNL Administrative Building so authorized as and when he is required to do so by the competent authority.

1-9 Service to be provided by the Contractor.

- i) All the cleaning works must be completed before 9.00 A.M. every day including Moping, sweeping, dusting of entire area as specified of the building and surroundings and collection of all waste materials and its disposal.
- ii) Moping and cleaning of the floor area passages, stair cases upto 5<sup>th</sup> floor including wall and landing area, vertical duct including telephone line duct, electrical cable duct area , PVC flooring, open spaces other than office chamber ,spaces under possessions

- of the employees of the offices with wet floor dusters and detergents, disinfectants, pouring hygienic scents etc. once in the morning before opening of the office. Throwing out waste papers, garbage's in the public dustbin located outskirts of the office premises every working day.
- iii) General cleanliness/upkeep of both covered accommodation and open spaces toilets and other places must have a spotlessly clean look.
  - iv) Prompt reporting of leaking water taps, pipes, non-functioning of flushes, any faulty lights and fans to the BSNL authority.
  - v) Cleaning/washing of Latrines, laboratories, urinals , wash basin Toilets, filling of water buckets with water in the Latrines (Gents & Ladies) upkeep of both the covered and open spaces of Toilets with Harpic, Ultra Modern cleaning Agents/Naphthalene/very good quality phenyl/deodorants/detergents and other toiletries daily once in the morning. The tiles / Marbles should be spotlessly cleaned.
  - vi) Regular dusting/cleaning of office Furniture like Tables, chairs, Almirahs, Racks, Filling Cabinets, Telephones, Book cases etc. with clean wet clothes/dried out with clean flannel clothes and scented agents poured in every working days.
  - vii) Cleaning of ceilings/walls/Fans/Fluorescent tube lights/Frames/Aluminum Glass partition of the office chamber walls , glass windows including lift cars as well as lift doors, removing cobwebs once in 4(four) months preferably on Sundays/Holidays and dirt's & filths taken out and thrown out/disposal in the Public dustbin outskirts of the building premises.
  - viii) Cleaning of open spaces with Brooms/ cemented spaces to be washed with water / Garbage's thus accumulating to be thrown outskirts of the office premises/public municipal Dustbin everyday.
  - ix) All the urinals Ladies and Gents shall be provided with good qualities Naphthalene's, Liquid soap in the wash basin and scented agents like odonil etc, to give a descent smell and better sanitation.
  - x) The materials required for cleaning viz. Phenyl, Bleaching Powder, Acids, Naphthalene's, Euro clean equipment, Moping clothes, Liquid soap, 'Room freshener etc. the cost of which will be borne by the Contractor.
  - xi) Room fresheners/ Electric operated mosquito repellers by provided by Contractor at his/her own cost.

#### 1-10 Staff of the Contractor

- a. The Contractor has to provide at his/her own cost the I/Card with name plate displaying the name of the worker/designation etc. to all the staff hired by him/her

for the performance of the contract and shall ensure that these badges always used by such staff while they are at the office premises.

- b. The contract shall comply with the contract labour (Regulation and abolition) Act 1970 and rules framed there under to the extent that said act and rules are applicable in the State of Assam to the persons hired by the Contractor including compliance regarding payment of wages.
- c. The Contractor will be liable for all acts or omission on the part of the persons hired by him/her and shall compensate BSNL for all damage/loss caused by such acts/omission /negligence.
- d. The Contractor shall be solely responsible for any person hired by him/her and shall indemnify BSNL from any liability of future employment for any such person with the BSNL.**
- e. No person engaged by the Contractor should have past criminal record and will be asked for PVR (Police Verification Report) for each person engaged by the Contractor.**
- f. The Contractor should settle all disputes between him/her and the workers engaged by him/her without in any way involving BSNL as a party of the dispute.**
- g. The Contractor shall give an understanding to all his/her workers that they are engaged by the Contractor on contract basis.**
- h. All the workers of the Contractor shall be free from infectious diseases.**
- i. The Contractor shall be directly responsible for wages, which should not be less than minimum wages prescribed by the concerned Ministry/Labour Commissioner, Govt of Assam or any other benefits as may be available to its employees under relevant act and regulations. The BSNL shall not entertain any such claims of the person employed by the Contractor.
- j. The Contractor shall employ sufficient number of workers to ensure that the work is done to the satisfaction of staff and officers of BSNL and before opening of the office.
- k. The BSNL reserves the right to order any worker of the Contractor to leave the premises of BSNL Administrative building if his/her presence at any time is felt undesirable.

1. Persons working on behalf of the Contractor must be well informed and their behavior and attitude shall be courteous. They must not demand any personal or pecuniary benefits from any employee or officers of the office building under contract. If there is any complaint against any of the staff of the Contractor conveyed through the Asstt. General Manager (Admn) Circle Office, Guwahati. He/she shall have to be replaced immediately by the Contractor.

1-11 Supervision by BSNL

Everyday a supervisor appointed by the competent authority of BSNL in each floor shall inspect all the works performed by the Contractor. During the inspection the Contractor shall extend full co-operation with the BSNL Authority.

1-12 Instructions related to the works to be carried out by the Contractor :-

- a) In case of emergent safai/cleaning works required for any of the offices covered with BSNL Administrative building under this contract, the Contractor shall have to comply with such works on telephonic communication from AGM(HR/Admn)/ADT(Genl), O/o CGMT, Guwahati , failure shall be treated as a breach of the contract which may lead to termination of the contract without assigning any reasons whatsoever.
- b) If there is any delay either in starting of the works or completion thereof, are noticed from any of the offices under BSNL Administrative Building covered under this contract a penalty @ 10% per day on the total monthly bill value will be levied and the total penal amount will be deducted from the bill at source when submitted without any notice.
- c) Income Tax as amended from time to time shall be deducted at source from the monthly bills and necessary TDS certificate shall be given to the Contractor for such I.T. deduction.
- d) **The labours provided by the Contractor shall have no right for Temporary, Permanent casual absorption in BSNL in any capacity any way.**
- e) **All the risks and responsibilities of the Labours shall be solely responsibility of the Contractor.**
- f) Any of BSNL records/equipments/materials shall not be either handled/operated/taken away from any of the office under this contract during the course of the works. If such incidences are noticed/detected, the loss incurred, shall be compensated by the Contractor from the bills even when submitted and this contract shall be terminated with immediate effect , Legal suit may be initiated for such ill acts.
- g) All the labours provided by the Contractor should be of good health, good character, well –behaved, liquor free while on duty.

- h) The monthly bill on the actual measurement of the item wise works and rates approved shall be raised in favour of AGM(HR/Admn), Circle office, Guwahati in duplicate for effecting payment with duly certified and countersigned by Unit officers concern under the contract satisfactorily carried out by the Contractor for the month under consideration and claims have been verified on actual measurement of the item wise works of the rate schedule and same found to be correct.

On behalf of company

On behalf of BSNL

Signature with date\_\_\_\_\_

Signature with date\_\_\_\_\_

Name \_\_\_\_\_

Name & Designation\_\_\_\_\_

(Seal of company)

(Seal )

**SECTION -X**

**BHARAT SANCHAR NIGAM LIMITED**

**Financial Bid Document**

**E-TENDER FOR HOUSE KEEPING JOB CONTRACT IN THE BSNL  
ADMINISTRATIVE BUILDING, O/O CGMT, ASSAM CIRCLE,  
PANBAZAR, GUWAHATI-781001.**

**OFFICE OF CHIEF GENERAL MANAGER, ASSAM TELECOM  
BSNL BHAWAN, PAN BAZAR, GUWAHATI- 781001**



Signature & Seal of Bidder



**BHARAT SANCHAR NIGAM LIMITED**  
(A GOVT. OF INDIA ENTERPRISE)

**SECTION-10**

**FORMAT FOR FINANCIAL BID**

**HOUSE KEEPING JOB CONTRACT IN THE BSNL ADMINISTRATION  
BUILDING, ASSAM CIRCLE, PANBAZAR, GUWAHATI-781001.**

Sl.No.	Description of the works	Rates to be quoted in (a)	Quantity (b)	Rate	Amount (Rupees in figure) without GST (c)	Amount (Rupees in words) without GST (d)	Total (e)
1	Cleaning, washing of latrines/laboratories/urinals/wash basins/toilets and filling of water buckets with water in the latrines/upkeep of both covered and open spaces of toilets (Gents and ladies) with Harpic or modern cleaning agents, to put naphthalene balls in the requisite places, use of very good quality phenyl, detergents in the toilets, latrines, laboratories and other toiletries once in the morning. Cleaning and washing of tiles/marbles should be spotlessly cleaned.	Per Sq. mtr. per month	426Sq. mtrs. (approx)				
2.	Mopping and cleaning of the floor area passages, staircases upto 5 <sup>th</sup> floor including wall and landing area, vertical duct including telephone line duct, electrical cable duct area, PVC floorings open spaces and office chamber, spaces under possession of staff with wet floor dusters/machine cleaning with detergents/ disinfectants, pouring of hygienic scent etc. as per scope of the work (Section-C) before opening of the office,	Per sq.mtr per month	3474.44 sq. mtrs. (approx)				

	throwing of waste papers/garbage's in the public dustbin located outskirts of the office premises every working day.						
3	Regular dusting / cleaning of office furniture like tables, chairs, Almirahs, racks, filling cabinets, telephone instruments, book cases , computer and accessories with clean clothes where necessary with wet clothes and dried out by clean flannel clothes and scented agents should be poured in every working days. Euro clean machine where necessary should be used.	Per Nos. per month	1300 No (approx)				
4	Cleaning of ceiling fans, wall fans, fluorescent tube lights and frames removing cobwebs once in 4(four) months preferably on Sundays, holidays	Per nos. per 4(four) months	Ceiling fan=182 Wall fan=(+)24 Tubelight and frames=(+)185 = 391 nos.				
5	Cleaning of doors aluminium glass partition of the office chambers walls, glass windows including lift car as well as lift doors ,stair case windows along with wooden shelves below the windows and projected space outside thereby	Per sq. mtr per 3(three) months	1571.56 sq.mtr (approx) (partitions to be cleaned both side)				
6	Cleaning of open spaces with brooms, cemented spaces to be washed and garbage's thus accumulated to be thrown in the public dustbin of GMC located outskirts of the office premises	Per Sq mtr per month	5560 Sq.Mtr				

Place .....

Date.....

Signature of authorized signatory  
Name (in Block Letters).....  
on behalf of Tenderer  
(Company seal)

**SECTION XI**

**LIST OF THE DOCUMENTS TO BE SUBMITTED/UPLOADED WITH THE E-TENDER**

SLNO	PARTICULARS OF DOCUMENTS	
1	Tender Document	Uploading self signed scan copy online & Submission of the full set of Tender document (e-tender/NIT) in PDF form signifies that the tenderer has gone through the tender document ,has understood the meaning of each of the terms of conditions of the Tender and that the tenderer is agreeable to all the terms & condition of the Tender document set.
2	Cost of Bid documents for Rs.590/-(DD/Bankers Cheque)	Scan copy should be uploaded along with the tender and original to be submitted in sealed cover at o/o AGM(HR/Admn) ,o/o CGMT, Assam Circle on or before 11/07/2022
3	Self Attested copy of Scan registration of firm/Individual ontractor/ company/agency	Scan copy should be uploaded along with the tender and photocopy to be submitted in sealed cover at o/o AGM(HR/Admn),o/o CGMT, Assam Circle on or before 11/07/2022
4	Attested copy of registration certificate in respect of GST	Scan copy should be uploaded along with the tender and photocopy to be submitted in sealed cover at o/o AGM(HR/Admn),o/o CGMT, Assam Circle on or before 11/07/2022
5	Attested copy of the current/latest 3 years Income Tax Return certificate. (self attested)	Scan copy should be uploaded along with the tender and photocopy to be submitted in sealed cover at o/o AGM(HR/Admn),o/o CGMT, Assam Circle on or before 11/07/2022
6	Attested copy of E.P.F. Registration certificate from Provident Fund Commissioner. (self attested)	Scan copy should be uploaded along with the tender and photocopy to be submitted in sealed cover at o/o AGM(HR/Admn),o/o CGMT, Assam Circle on or before 11/07/2022
7	Declaration that no near relatives working in BSNL as per attached Performa Section 6(B) in the form of affidavit in Non Judicial Stamp of Rs. 100/-.	Scan copy should be uploaded along with the tender and photocopy to be submitted in sealed cover at o/o AGM(HR/Admn),o/o CGMT, Assam Circle on or before 11/07/2022

8	If proprietorship a registration certificate for the same/if partnership Firm, partnership deed is to be enclosed , if private limited/public limited company, Certificate of incorporation and Memorandum & Articles of association to be submitted. Power of attorney issued by the proprietor if proprietorship concern/by all the partners if partnership concern/by all the directors if a limited co. duly attested by the Magistrate /Notary Public . This power of attorney is required if the power of attorney has been given to the person other than the Bidder or one partner of partnership firm or one director of Ltd. Co. to sign the TENDER document.	Scan copy should be uploaded along with the tender and photocopy to be submitted in sealed cover at o/o AGM(HR/Admn),o/o CGMT, Assam Circle on or before 11/07/2022
9	GST Registration document. (self attested)	Self signed Scan copy should be uploaded along with the tender and photocopy to be submitted in sealed cover at o/o AGM (HR/Admn),o/o CGMT, Assam Circle on or before 11/07/2022
10	Affidavit of sole proprietorship/ Partnership firm /Pvt Ltd Company to be submitted in Rs. 100/- Non Judicial Stamp as per Annexure I	Self signed Scan copy should be uploaded along with the tender and photocopy to be submitted in sealed cover at o/o AGM(HR/Admn),o/o CGMT, Assam Circle on or before 11/07/2022
11	Details of experience of similar type of works for last three years amounting <b>as per Section I Clause 4</b>	Self signed Scan copy should be uploaded along with the tender & and photocopy to be submitted in sealed cover at o/o AGM (HR/Admn),o/o CGMT, Assam Circle on or before 11/07/2022
12	Income Tax PERMANENT Account Number(PAN)(Self attested copy)	Self signed Scan copy should be uploaded along with the tender and photocopy to be submitted in sealed cover at o/o AGM (HR/Admn),o/o CGMT, Assam Circle on or before 11/07/2022
13	Financial Turn Over Certificate from CA for last 3 years	Self signed Scan copy should be uploaded along with the tender and photocopy to be submitted in sealed cover at o/o AGM (HR/Admn),o/o CGMT, Assam Circle on or before 11/07/2022

14	Self attested copy of ESI Registration	Self signed Scan copy should be uploaded along with the tender and photocopy to be submitted in sealed cover at o/o AGM (HR/Admn),o/o CGMT, Assam Circle on or before 11/07/2022
15	Self attested copy of Labour Licence	Self signed Scan copy should be uploaded along with the tender and photocopy to be submitted in sealed cover at o/o AGM (HR/Admn),o/o CGMT, Assam Circle on or before 11/07/2022
16	Proof of MSME/NSIC Registration(Self attested) If Applicable	Self signed Scan copy should be uploaded along with the tender and hard copy submitted with self signed if applicable
17	RTGS/ NEFT/ MANDATE Form for vendor creation (Annexure II)	Self signed to be submitted in sealed cover at o/o AGM (HR Scan copy should be uploaded along with the tender & and photocopy /Admn),,o/o CGMT, Assam Circle on or before 11/07/2022
18	Letter of Authorization Section 7 (C )	To be submitted offline during TOC/TEC.
19	Declaration i.r.t non Blacklisted by GST authority.	Self signed scan copy of declaration to be uploaded regarding Non-barring by GST authority
20	Bidders Profile as per Section 8	Self signed Scan copy should be uploaded along with the tender
21	Declaration as per Annexure III	Self signed Scan copy should be uploaded along with the tender regarding non modification done in modified tender.

**Note :- The TOC/TEC can call for original documents as and when required for verification which should be provided within 3 days by the bidder .**