

# **BHARAT SANCHAR NIGAMLIMITED**

(A Govt. of India Enterprise)

**OFFICE OF THE CHIEF GENERAL MANAGER TELECOM,  
NE-II CIRCLE, DIMAPUR, NAGALAND**

## **e-Tender**

### **e-TENDER FOR HOUSE KEEPING JOB IN THE OFFICE OF CGMT, NE-II CIRCLE, DIMAPUR AT OCB EXCHANGE BUILDING**

**CGMT/NE-II/Admn/Gen/House Keeping (E-Tender)/2018-19/07**

Due date of opening:

**VALIDITY OF OFFER: 150 DAYS FROM DATE OF OPENING**

**Cost of Bid document = Rs. 590/-**

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## SECTION-I



# BHARAT SANCHAR NIGAMLIMITED

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OFFICE OF THE CHIEF GENERAL MANAGER TELECOM,  
NE-II CIRCLE, DIMAPUR, NAGALAND

### **NOTICE INVITING e-TENDER**

#### **CGMT/NE-II/Admn/Gen/House Keeping /E-Tender/2018-19/07**

On behalf of BSNL, the Chief General Manager Telecom, NE-II Circle, Dimapur, Nagaland invites e- Tenders for House Keeping Job in the O/o CGMT, NE-II Circle Office, Dimapur from the reputed/registered firms having established office in Dimapur having experience of undertaking similar contracts for a period of not less than 2 years for Govt. / Semi Govt./ PSUs/Govt. Corporations/Autonomous bodies/Big reputed company registered under companies Act,1956.

Name of Tender	e-TENDER FOR HOUSE KEEPING JOB IN THE OFFICE OF CGMT, NE-II CIRCLE, DIMAPUR AT OCB EXCHANGE BUILDING	
Duration of Contract	One year with an option for extension for another one year	
Tender Enquiry No. and Date	CGMT/NE-II/Admn/Gen/House Keeping(E-Tender)/2018-19/07 Date: 13/02/2019	
Estimated Cost	Rs 4,68,000/- approximately.	
Cost of Bid Document	Rs.590/- (Rupees Five hundred and ninety only)	
EMD	9,360/-(Rupees nine thousand three hundred sixty only in the name of AO(Claims), O/o CGMT NE-II Circle, Dimapur	
Tender Processing fee	Rs. 590/- (0.04% of tender value subject to minimum of Rs 500/- & maximum of Rs 5,900/-) plus GST@18%	
Bid/Document Downloading/ Uploading	Start Date:18/02/2019	End Date:09/03/2019
	Start Time:10:00Hrs	End Time:17:30Hrs
Tender Closing Date and Time	Closing Date:09/03/2019 Closing Time:17:30Hrs	
Date and Time of Opening of Tender (Technical Bid)	Date: 12/03/2019 Time: At or after 15:30Hrs  Venue: O/o Executive Engineer (Civil), BSNL Civil Division, Walford, Dimapur -797112.	
Date and Time of Opening of Financial Bid	To be intimated later	

The interested bidder may visit [www.tenderwizard.com/BSNLKOL](http://www.tenderwizard.com/BSNLKOL) and participate in the e-tender.

Sd/  
AGM (Admn)  
O/o CGMT, NE-II Circle,  
BSNL,Dimapur, Nagaland

## **SECTION- II**

### **INSTRUCTIONSTOBIDDERS**

#### **1. Services to be provided:**

Services to be provided are given in Section V

#### **2. Eligible Bidders**

- (a) The bidder should have experiences of similar contracts to Govt. / Semi Govt./PSUs/Corporates/Autonomous bodies/Big reputed company registered under companies Act,1956.
- (b) The bidder should produce copy of valid Registration of establishment/firm with Labor Act.
- (c) The bidder shall furnish Annual Report/a current solvency certificate from its bankers as evidence that he has financial capability to perform the contract.
- (d) The bidder shall produce valid GST Registration certificate.
- (e) The bidder should have PAN allotted to him by IT Department (Copy to be enclosed).
- (f) EPF registration no. if applicable/declaration regarding payment of minimum wages to worker engaged as per labour law.

#### **3. Cost of bidding:**

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

#### **4. Instructions for Online Bid Submission**

- 4.1 Bidders to submit the bids online through the [www.tenderwizard.com/BSNLKOL](http://www.tenderwizard.com/BSNLKOL)
- 4.2 Bidder should possess valid Digital Signature Certificate(DSC).
- 4.3 Bidder should do the enrolment in the e-tender website [www.tenderwizard.com/BSNLKOL](http://www.tenderwizard.com/BSNLKOL).
- 4.4 Bidder should download the vendor guidelines by clicking the “Help Manuals / DSC / Application Forms / Circulars” from the website and goes through the document in detail for getting step by step information about registration and participation in the e-tender procedure.
- 4.5 The bidders should provide the correct information including valid email id. All the correspondence shall be made directly with the bidders through email if provided.
- 4.6 Bidder need to login to the e-tender site through their user ID/ password chosen during registration.
- 4.7 Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage issued by eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 4.8 The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 4.9 Bidder may go through the tenders published on the site and download the required tender documents for the tenders he/she is interested in.
- 4.10 After downloading the tender document, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 4.11 If any clarification is required, the same may be obtained online through the e-tender website, or through the contact details or email. Bidder should take into account the corrigendum published before submitting the bids online.

- 4.12 Bidder should then log in to the site through the secured log in by giving the user id/ password chosen during registration and then by giving the password of the e Token/Smart Card to access DSC.
- 4.13 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender documents carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 4.14 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However, if the file size is less than 1 MB the transaction uploading time will be very fast.
- 4.15 If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting, if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 4.16 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under “Document Library” option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 4.17 Cost of Bid Document(non-refundable) and EMD:**
- (a) Bidder should submit the cost of bid documents in the form of a Crossed Demand Draft of Rs590/- (Rs. Five hundred Sixty two Only) (non refundable) drawn on any Scheduled Bank in Dimapur in favour of Accounts Officer (Claims), O/o CGMT, NE-II Circle, BSNL, Dimapur.
- (b)The EMD for an amount of **9,360/- (Rupees nine thousand three hundred sixty only)** should be in the form of a Crossed Demand draft drawn in favour of **Accounts Officer (Claims), O/o CGMT, NE-II Circle, Dimapur.**
- (c)The original Demand Draft for the cost of bid document and the EMD should be posted/couriered/given in person to “AGM(Admn), O/o CGMT, BSNL NE-II Circle, 2nd Floor, OCB Exchange Building, Dimapur, Nagaland, Pin 797112 ”, within the bid submission due date & time for the tender. Scanned copies of the same should be uploaded as part of the offer as per the NIT conditions. The bidder should ensure that the Demand draft reach before the last date and time of submission as mentioned in the NIT. BSNL will not be responsible for any late delivery by courier/postal services and the bid will be summarily rejected, if the cost of bid document and EMD are not received before due date and time of opening of the tender.
- (d) Tender Processing fee (non-refundable): The tender processing fee(non-refundable) @0.04% of Tender value subject to minimum of Rs 500/- & maximum of Rs 5,900/-, plus GST @ 18% of tender value has to be paid online by the bidder through the e-tender website.
- 4.18 The bidder has to select the payment option as offline to pay the cost of bid document and EMD as applicable and enter details of the instruments.
- 4.19 While submitting the bids online, the bidder should read all the terms & conditions and accepts the same to proceed further to submit the bid.
- 4.20 The details of the Cash Receipt/ DD/BC, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable and summarily rejected.

- 4.21 Bidder has to download the bid document and then upload again using Digital Signature. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders should note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 4.22 The following Form of bid document should be filled up, signed with seal, scanned and uploaded in the e- tender website by bidder:
- i. **Bid Form (Section-VI)**
  - ii. **Certificate of non-participation by family members(Section XI)**
- 4.23 If the price bid format is provided in a excel file, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid template must not be modified/replaced by the bidder else the bid submitted is liable to be rejected for this tender.
- 4.24 The bidders are requested to submit the bids through online e-tendering system well before the bid submission end date & time (as per Server System Clock). BSNL will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 4.25 After the final bid submission, the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 4.26 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 4.27 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & will not be viewable by any one until the time of bid opening.
- 4.28 Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender is opened by the authorized bid openers.
- 4.29 The confidentiality of the bids is maintained since the Secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 4.30 The bidder should logout of the tendering system using the normal logout option and not by selecting the(X) exit option in the browser.
- 4.31 For any queries regarding e-tendering process, the bidders are requested to contact / email as provided in the tender document.

## **5. Bid Document:**

- 5.1 Bid Document includes:
- a. Notice Inviting e-Tender
  - b. Instructions to bidders
  - c. General condition (Commercial) of the contract
  - d. Special condition of contract, if any
  - e. Schedule of requirement

- f. Bid form and price schedule.
- g. Performance Security bond Form
- h. Letter of authorization to attend Bid opening

- 5.2 The Bidder is requested to examine all instructions, forms, terms and specification in bid documents. Failure to furnish all the information required as per bid documents and submission of the bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the bid.
- 5.3 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser online. The Purchaser shall respond online to any request for clarification of the Bid Documents in given specific Date & Time and clarification by the Purchaser shall be sent to the prospective bidder online.
- 5.4 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document.

## **6. Documents required to be submitted for establishing Bidders Eligibility and Qualifications:**

- (a) Experience certificates of similar contracts to Govt. / Semi Govt./ PSUs/Corporates /Autonomous bodies/Big reputed company registered under companies Act,1956.
- (b) The bidder should produce copy of valid Registration of establishment/firm with Labor Act.
- (c) The bidder shall furnish Annual Report/a current solvency certificate from its bankers as evidence that he has financial capability to perform the contract.
- (d) The bidder shall produce valid GST Registration certificate.
- (e) The bidder should have PAN allotted to him by IT Department (Copy to be enclosed).
- (f) EPF registration no. if applicable/declaration regarding payment of minimum wages to man engaged as per labour law.
- (g) A certificate regarding no relationship with BSNL employees in the Performa section IX
- (h) The bidder shall furnish as part of bid security (Earnest Money Deposit) of Rs 9,360/-(Rupees nine thousand three hundred sixty only) in the form of Demand Draft issued by any Scheduled Bank of India in favor of AO( Cash ) O/o CGMT NE-II Circle, Dimapur.

## **7. Amendment to Bid document:**

- 7.1 At any time prior to the date of submission of bid, BSNL may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- 7.2 The amendments shall be notified online only through corrigendum, if any.
- 7.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

## **8. Bid Price:**

**8.1** The bidder shall give the total composite rate inclusive of all levies & taxes in the Price Schedule. **Rate should be quoted for all the items otherwise the bid will be rejected summarily**

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

8.3 “DISCOUNT, if any, offered by the bidders shall not be considered unless they are specifically indicated in the Price schedule. Therefore, the bidders desiring to offer discount shall modify their offers suitably while quoting and shall quote clearly net rate taking all such factors like Discount, free offer, etc. into account”.

## **9. Bid Security (EMD):**

- 9.1 Bidder should submit the EMD in offline. The Demand draft should be prepared as per the amount mentioned in NIT in favour of “**Account Officer (Claims), O/o CGMT, NE-II Circle, Dimapur**” payable at “SBI, Dimapur”. The original should be given in person to “AGM(Admn), O/o CGMT, BSNL, NE-II Circle, 2<sup>nd</sup> Floor, OCB Exchange compound, Dimapur, Nagaland-797112”, within the bid submission due date & time for the tender. Scanned copy should be uploaded as part of the offer. The bidder should ensure that the demand draft reach before the last date and time of submission as mentioned in the NIT. BSNL will not be responsible for any late delivery by courier/postal services and the bid will be summarily rejected, if the cost of bid document and EMD are not received before due date and time of opening of the tender.
- 9.2 The successful bidder’s bid security will be discharged upon the bidders acceptance of the award of contract satisfactorily and furnishing the performance security.
- 9.3 The Bid Security may be forfeited.
  - a. If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
  - b. If the successful bidder fails
    1. To sign contract
    2. To furnish performance security.
    3. The bid security of unsuccessful bidder will be discharged / returned as early as possible but not later than 30 days after the expiry of the period of bid validity.
- 9.4 If the bidder fails to submit EMD or the EMD is not received on or before the due date and time, the bid submitted by such bidder will be summarily rejected.

## **10. Format and signing of bid:**

Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document

## **11. Submission of Bid:**

- 11.1 Bidder should log into the site [www.tenderwizard.com/BSNLKOL](http://www.tenderwizard.com/BSNLKOL) well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission date and time.
- 11.2 Bidder should prepare and submit the cost of bid documents and EMD as per the instructions given in bid document. The details of the relevant instrument physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise the uploaded bid will be rejected.
- 11.3 While submitting the bids online, the bidder shall read the terms & conditions and accepts the same in order to proceed further to submit their bid.

- 11.4 Bidder shall select the payment option as offline to pay the cost of bid document and EMD and enter details of the relevant instrument.
- 11.5 Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 11.6 Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- 11.7 Utmost care shall be taken for uploading Financial Bid (Price Bid) and any change/ modification of the price schedule shall render it unfit for bidding. Bidders shall download the Financial Bid format in XLS format and save it without changing the name of the file. Bidder shall quote their rates in figures in white background cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the Financial Bid (Price Bid) is found to be modified by the bidder, the bid will be rejected. The bidders are cautioned that uploading of financial bid elsewhere will result in rejection of the tender.
- 11.8 Bidders shall submit their bids through online e-tendering system well before the bid submission end date & time (as per Server System Clock). BSNL will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the last moment.
- 11.9 After the final bid submission in the e-tender portal, the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- 11.10 Bidder should follow the server time being displayed on bidder's dash board at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

## 12. Bid opening

- 12.1 Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who chose to attend on opening date and time. Also the bidders can participate online during the bid opening process from their remote end thru their dashboard.
- 12.2 The bidder's 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 (format is given in section VII).
- 12.3 The date fixed for opening of bids, if subsequently declared as holiday by the Govt., the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered

## 13. Clarification of Bids:

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

## 14. Bid Evaluation:

- 14.1 Bid Evaluation will be done in two stages i.e. Technical Bid Evaluation and Financial Bid Evaluation.



- 14.2 The Technical bid of only those bidders shall be opened who have submitted the cost of bid document and the EMD within stipulated date and time as per NIT conditions. The "Technical Bid" will be evaluated first. Those bidders who are found to be technically qualified, their financial bid only will be opened at later date. The date & time of opening of "Financial bid" shall be conveyed to all the bidders who have qualified in technical bid and their representative shall be allowed to attend the financial bid opening.
- 14.3 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.
- 14.4 If there is a discrepancy between words and figures the amount in words shall prevail prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which contains to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non responsive will be rejected by BSNL.
- 14.5 BSNL shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price offered inclusive of all levies and charges as indicated in the price schedule. The lowest bidder will be decided on the value of "Grand Total" as mentioned the Price Schedule for each category of vehicle.
- 14.6 The evaluation committee may cross verify the documents submitted by bidder with the issuing authority, in case of any need.

**15. Award of Contract:**

- 15.1 BSNL shall consider placement of advance purchase order to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within ten (10) days of issue of advance purchase order, give his acceptance along with performance security in conformity with section IX with the bid document.
- 15.2 The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into the contract with the bidder.
- 15.3 The BSNL may award the tender to more than one supplier at the rates quoted by the lowest tenderer for each of the category.

**16. Right to vary quantities.**

- 16.1 BSNL reserves the right at the time of award of contract to increase or decrease up to 25% of the required quantity of items specified in the schedule of requirements without any change in unit price of the ordered quantity or other terms and conditions.
- 16.2 Validity of the Tender will remain in operation for a period of 12 months from the date of signing of the agreement. It may be extended for another 12 months as per decision of CGMT.

**17. 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 for the Purchaser's action.

**18. Signing of Contract**

- 18.1 Signing of Agreement shall constitute the award of contract on the bidder.
- 18.2 Upon the successful bidder furnishing the performance security, the BSNL shall discharge its bid security.

**19. Annulment of Award**

Failure of the successful bidder to comply with the requirement of clause 17 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

**20. Period of validity of bids:**

- (i) The bid shall remain valid for 150 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.
- (ii) A bidder accepting the request of BSNL for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

## **SECTION-III**

### **GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

1. **Application:**

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

2. **Performance Security:**

2.1 The successful bidder shall be required to deposit an amount equal to 5% of the work order value subject to maximum limit of Rs.5 lakhs within 2 weeks of conveying BSNL's intention for accepting the bid as Performance security.

2.2 Performance security shall be submitted in the form of bank guarantee (on non-judicial stamp paper of Rs.20/- or more as desired by Bank) issued by a scheduled bank.

2.3 Performance security will be discharged after completion of contractor's performance obligations under the contract.

2.4 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

3. **EXECUTION TIME LIMIT**

The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

4. **PAYMENT TERMS**

Monthly bills shall be submitted in duplicate to the authority specified in contract

5. **Termination of Contract:**

5.1 BSNL may without prejudice to any other remedy for breach of contract, may terminate the contract in whole or in parts.

(a) If the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by BSNL.

(b) If the contractor fails to perform any other obligation(s) under the contract.

5.2 BSNL may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor in above circumstances

## **6. Termination of Insolvency:**

BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contraction becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

## **7. Force Majeure:**

7.1 If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs, or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies 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.

## **8. Arbitration:**

- 8.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of CGMT, NE-II Circle of Bharat Sanchar Nigam limited (BSNL), Dimapur of the respective Circles/District or any other person appointed by him. 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 function of the CGMT, NE-II Circle of Bharat Sanchar Nigam limited (BSNL), Dimapur or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CGMT, NE-II Circle of Bharat Sanchar Nigam limited (BSNL), Dimapur shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Service Provider will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment three of or any rules made thereof.

- 8.2 The venue of Arbitration proceeding shall be Office of CGMT, NE-II Circle of Bharat Sanchar Nigam limited (BSNL), Dimapur or such other place as the arbitrator may decide.
- 8.3 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation 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.

**9. Set Off (Recovery of Sum Due):**

- 9.1 Any sum of money due and payable to the Service Provider (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by Service Provider with BSNL.
- 9.2 In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be shall be deducted from any sum due to the Service Provider under this or any other contract with Bharat Sanchar Nigam Limited. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to Bharat Sanchar Nigam Limited on demand the balance amount, if any, due to Bharat Sanchar Nigam Limited within 30 days of the demand by BSNL.
- 9.3 If any amount due to the company is so set off against the said security deposit, the service Provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

**SECTION-IV**  
**SPECIAL CONDITIONS OF**  
**CONTRACT**

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in section II and general (commercial) conditions of the contract as contained in section III and wherever there is a conflict, the provisions herein shall prevail over those in section II and section III.
2. In case of the date fixed for opening of bids is subsequently declared as a holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
4. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient ground.
5. No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as :
  - (a) Members of a Hindu Undivided Family,
  - (b) They are husband and wife,
  - (c)The one is related to the other in the manner as father, mother son(s),son's wife(daughter-in-law), Daughter(s) & daughter's husband (son-in-law),brother(s) & brother's wife, sister(s) & sister's husband(brother-in-law).
6. The tenderer (s) should give a certificate to the effect that none of his/her relative is working in the units of BSNL as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.
7. The tenderer should also intimate the names of persons if any who are working with him in any capacity and are near relatives of any Gazetted Officer in BSNL or in the Ministry of Communication. The breach of this condition would entail cancellation of his/her tender.
8. BSNL reserves the right to counter offer price against price quoted by the bidder.
9. Correction of rates etc. in the tender on no account will be by overwriting. Corrections, if any, should be made in ink under date& signature by a fresh entry after scoring of the original entry.

10. Security @ 5% of the total tentative cost of bid value, in the form of Demand Draft in favour of AO(C) BSNL O/o CGMT, NE-II Circle, Dimapur will be deposited by the successful bidder within 10 days from the date of acceptance of tender failing which earnest money shall be forfeited.
11. The tenderer will not be entitled to claim any interest on the money deposited by him as earnest / security deposit.
12. Rate quoted should be inclusive of all taxes and nothing extra shall be paid on this account.
13. The security of the tenderers who fails/refuses to perform as per the specifications & terms and conditions of the bid within prescribed period is liable to be forfeited at the discretion of the CGMT, NE-II Circle, Dimapur.
14. The final acceptance of the tender lies with the CGMT, NE-II Circle, Dimapur who does not bind himself to accept the lowest tenderer and reserve the right, to reject any or all the tenders without assigning an any reason.
15. No tender bid will be acknowledged separately. If any acknowledgement is required, it should be sent through Registered post.
16. If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non responsive will be rejected by BSNL.
17. The CGMT, NE-II Circle, Dimapur reserves the right to suspend any part of the scheduled work temporarily or permanently.
18. The jurisdiction of Civil Court shall be at the Head Qtr. of the CGMT, Dimapur.
19. In case of any ambiguity in clauses prevailing departmental rules will apply.
20. The rates will remain valid for one year after entering into agreement by the successful tenderer/tenderers with BSNL with an option of extension for a further period of one year on same rates, terms and conditions.
21. In case the firm fails to commence the service within stipulated period then the earnest money already deposited with the BSNL shall be forfeited on this account.
22. The firm/ company should pay its employees in the presence of an officer of BSNL and the copy of acquaintance of the payment should be submitted to BSNL being the Principal Employer in compliance of the Labour Payment Act of India.
23. The opening of EPF/ESI accounts for the man power used is compulsory and regular payments should be intimated to this office.

24. Each man power used for the job should receive payment not less than the minimum wages declared by the Govt. of India.
25. The Agency shall submit bills on monthly basis as per agreed rates.
26. The Authority shall not be liable to provide any residential accommodation or transport to the House Keeping Staff / Supervisors / Manager. No cooking or lodging shall be allowed inside the office premises.
27. The Agency may be called upon for the services on Sunday or Holidays also, if required any extra charge.
28. On termination of the contract on any ground whatsoever, it shall be the duty of the Agency to remove all the persons deployed by him without any disruption hindrance /problem of any nature to BSNL.
29. No person engaged by the Agency should have criminal antecedents.



## SECTION-V

### SERVICES TO BE PROVIDED

S. No	Name of work	Frequency	Other Instructions
1.	Sweeping, Cleaning and wiping of rooms, corridors, staircases & railing, window platform, partitions etc	Daily before 9 A.M	Wiping to be done with phenyl, detergent & other cleaning materials Supplied by BSNL
2.	Cleaning of doors, windowpanes, aluminium partitions	Once a week	With wet cloth
3.	Removal of cobwebs as and when required	Once in a month	With wet cloth & other cleaning materials
4.	Cleaning of areas which are prone to pan spitting etc at staircase or any other place exposed to public as and when required.	Once a week	With wet cloth and other materials
5.	Dusting and wiping of Tables, Chairs & Cupboards	Daily before 9 A.M	With wet clothes
6.	Cleaning of fans, tube lights, Fire extinguishers First aid box Fire alarm panel exhaust fans Glow sign boards notice boards etc all items wherever exists	On weekly basis	With wet and other cleaning materials
7.	Sweeping, cleaning internal open area of both the floors(2 <sup>nd</sup> and 3 <sup>rd</sup> floors)	Daily between 9 A.M	With wet cloth and other cleaning materials
8.	Cleaning of Toilets and Urinals in 2 <sup>nd</sup> and 3 <sup>rd</sup> Floor, Wash basins of toilets, mirror with wet cloth, provision of 2 naphthalene balls in each basin & in each pot per day.	Twice daily before 9 A.M and about 2 PM	With phenyl, Harpic& other cleaning materials etc. Cleaning materials to be supplied by BSNL
9.	Watering of plant pots kept in 2 <sup>nd</sup> and 3 <sup>rd</sup> floors and keeping plant pots in Sunlight	Daily watering and Weekly once keeping plants in Sunlight	Water
10.	Supervision to be kept to supervise cleaning activities of house keeping job and register to be maintained for each floor to get signature.	Daily	

- All the waste material (garbage) generated during sweeping and cleaning of building and compound shall be removed and dumped at the nearest Municipal Board or dump or to a place decided by building in-charge.
- Any item, which is not included above but is small in nature, shall be cleaned properly without any extra payment. The work of housekeeping & cleaning is a complete job for the building. The decision of the officer in charge shall be final in this regard.

## **SECTION-VI**

### **BID FORM / EMD FORM**

CGMT/NE-II/Admn/Gen/House Keeping (E-Tender)/2018-19/07

To.

The AGM (Admn) O/o the CGMT, BSNL, NE-II Circle, Dimapur

Dear Sir,

1. We, undersigned, offer to Housekeeping job with the conditions and specifications for the sum shown in the schedule of rate attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within 10 days of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will deposit the security @ 5% of contract sum in the form of Demand Draft/PBG in favor of AO (Claims) BSNL O/o CGMT, NE-II Circle, Dimapur.
4. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement. We have submitted EMD of 9360/- in the form of Demand draft in favour of AO(Claims) O/o the CGMT, BSNL, NE-II Circle, Dimapur along with the Bid.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this .....Day of .....2018

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of .....

Witness .....

Address .....

Signature

## SECTION –VII

### BID SECURITYFORM

Whereas .....(hereafter called “the Bidder”) has submitted its bid dated ..... for **HOUSE KEEPING JOB IN THE OFFICE OF CGMT, NE-II CIRCLE, DIMAPUR** vide Tender No.....

KNOW ALL MEN by these presents that We ..... of having our registered office at ..... (hereafter called “the Bank”) are bound unto ..... BSNL, in the sum of Rs..... for which payment will and truly to be made, the bank Binds itself, its successors and assigns by these presents.

#### THE CONDITION OF THE OBLIGATIONARE:

1. If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid Form ;or
2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity,
  - (a) Fails or refuses to execute the contract, if required, or
  - (b) Fails or refuses to furnish performance security, in accordance with the instruction to bidders.

We undertake to pay to ..... , BSNL, upto the above amount upon receipt of its first written demand, without having to substantiate its demand, provided that in its demand, BSNL will note that the amount claimed by it is due to owing to the occurrence of one or two or both conditions specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clause 10 of section II of the Bid validity and any demand in respect thereof should reach the Bank not latter than the specified date/dates.

Signature

Bank Name

Signed in Capacity of

Signature of Witness

Full Address of Branch

Tel.No. of Branch

Name of witness

Fax No.of Branch

Address of witness

## **SECTION –VIII**

### **PERFORMANCE SECURITY BOND FORM**

In consideration of Bharat Sanchar Nigam Ltd, New Delhi (herein after called the BSNL, New Delhi) having agreed to exempt .....(here in after called the said contractor (S) from the demand of security deposit/earnest money of Rs. .... on production of Bank guarantee for Rs. .... for the due fulfillment by the said contractor of the terms and condition to be contained in an agreement in connection with the contract for supply of .....we, (Name of the Bank).....(herein after referred to as “the Bank) at the request of..... Contractors do hereby undertake to pay to the BSNL ..... an amount of not exceeding .....against any lost or damage caused to or suffering or would be caused to or suffered by the BSNL..... by reason of any branch by the said the contractor’s of any of the terms and conditions contained in the said agreement.

We (Name of the bank) .....do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the BSNL, ..... stating that the amount claimed is due by way of lost or damages caused to or would be caused to or suffered the BSNL.....reason of branch by the said contractor of any of the terms and condition contained in the said agreement or by reason of the contractor failure to performed said agreement. Any such demand made on the bank shall be conclusive as regarded the amounts due and payable by the bank under this guarantee where the decision of the BSNL ..... in these counts shall be final and bidding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

We undertake to pay to the BSNL.....Any money so demanded notwithstanding any disputes raised by the contractor supplier in any suitor proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payments made by us under the bound shall be valid discharge of our liability for payment there under and the contractor(s) supplier(s) shall have no claim against us for making such payment. We(Name of the bank).....Further agree that the guarantee herein contained shall remained in full force and direct immediately for a period of one year from date herein further agrees to extend the same from time to time (One year after) so that it shall continue to be enforceable till all the dues of the BSNL, .....under or by virtue of the said agreement fully paid and its claims satisfied or discharged or till BSNL, .....certifies that the terms and condition of the said agreements have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee.

We (Name of the bank) further agree with the BSNL ..... That the BSNL, shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary and of the terms and condition of the said agreement or to extend life of performance by the this said contractor (s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL, ..... against the said contractor(s) and to for bear or enforce any of the terms and condition relating to the said agreement and we shall not be relieved from our

liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the BSNL,..... Or any indulgence by the BSNL,..... to the said contractor(s) or by any such matter or thing whatsoever which under the law elating to sureties would, but for this provision effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the contractor/Supplier. This guarantee shall be irrevocable and the obligation of the bank here in shall not be conditional to any prior noticed by BSNL.

Date.....

For .....  
(Indicating the Name of the Bank)

N.B: This guarantee should be issued on non judicial stamped paper, or stamp in accordance with the stampact.

**SECTION-IX**

**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING  
(To reach on.....or before date of bid opening)**

To

The AGM(Admn),  
O/o CGMT, NE-II Circle,  
BSNL, Dimapur Nagaland

Sub:- Authorization for attending bid opening on.....date) in  
the tender of.....

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

Order of preference	Name	Specimen Signature
---------------------	------	--------------------

1.

2.

Alternate Representative

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

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

**IT IS A SPECIMEN COPY.  
BIDDER IS REQUESTED TO PREPARE A SEPARATE SHEET IN THEIR LETTER HEAD AS  
PER THIS PROFORMA AND PRODUCE THE SAME, DULY AUTHORISED, TO ATTEND THE  
BID OPENING PROGRAMME.**

**SECTION-X**  
**FINANCIAL BID**

From:

To: The AGM (ADMN) O/O CGMT NE-II Circle Dimapur

Sir,

With reference to No. CGMT/NE-II/Admn/ Gen/House Keeping (E-Tender) / 2018-19//07 Dated:13 /02/2019, I/We quote the rate for housekeeping jobs in NE-II Circle Office housed in 2<sup>nd</sup> and 3<sup>rd</sup> floor of OCB Telephone Exchange Building Dimapur.

Sl. No.	Name of the items	Unit	No. of man power requirement per month	Rate quoted per man power per month inclusive GST (in figure)	Amount in words
1	Housekeeping jobs as per SECTION V such as Sweeping, Cleaning etc of all Chambers rooms, corridors, stair case, walls etc in second floor including cleaning of all bath rooms/Toilets.  Debris/garbage generated in office premises is to be put in the Municipal Dump. Conference Hall should be always keep neat and clean.	One Unit 2 <sup>nd</sup> floor	2		
2	Housekeeping jobs as per SECTION V such as Sweeping, Cleaning etc of all Chambers rooms, corridors, stair case, walls etc in Third floor including cleaning of all bath rooms/Toilets etc  Assistance in Supply of tea, arrangement with snacks or Lunch package, Drinking water supply to all floors, during meetings (Items to be provided by BSNL).Carrying of store items, flower pot watering etc. Big Wall Clock should be clean weekly.	One unit 3 <sup>rd</sup> Floor	2		

Note: 1) The above quoted rates are inclusive of all taxes

2) I am enclosing DD for Rs.....dtd.....drawn from the bank  
.....towards EMD.

Place:

Signature of the contractor

Date:

Name and full address

Telephone No:

**SECTION-XI**

**CERTIFICATE FOR NON PARTICIPATION OF NEAR RELATIVE**

I \_\_\_\_\_ Son of / W/o -----  
\_\_\_\_\_ R/o \_\_\_\_\_ here by certify that none of my  
relative(s) as defined in Section IV clause 5 of tender document is/are employed in BSNL unit as per  
details given in tender document. In case at any stage, it is found that the information given by me is  
false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/ without any prior  
intimation to me.

Signed \_\_\_\_\_  
For and on behalf of the Bidder

Name (Caps) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_



## SECTION - XII

### AGENCY DETAILS

(Including performance records, financial viability etc.)

NAME OF AGENCY/COMPANY :

OWNER'S NAME/DIRECTOR'S NAME :

PAN NUMBER :

INCOME TAX A/C NO.& AMOUNT OF TAX PAID :

DURING LAST FINANCIAL YEAR

(Proof to be enclosed)

TIN NUMBER OF THE AGENCY/COMPANY :

ADDRESS OF SHOW ROOM :

TELEPHONE/Mobile Nos. :

BANKER'S NAME & ADDRESS :

EXPERIENCE (YEARS) :

LIST OF MAJOR CLIENTS (ENCLOSE COPY OF :

ORDERS/CONTRACTS ALONGWITH ITEMS,

ITEM DETAILS, PERFORMANCE REPORT)

ANY OTHER INFORMATION/DOCUMENTS WHICH :

MAY HELP BSNL IN ASSESSING TENDERER'S

CAPABILITES FOR AWARD OF CONTRACT

