

Tender No: RHD/EAM/2020-21/HK-TENDER-2020 Dated at 22.12.2020

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BHARAT SANCHAR NIGAM LTD.
[A Govt.of India nterprise]

Office of the Principal, Regional Telecom Training Centre, Gachibowli, Hyderabad - 500032

BID DOCUMENT

E-Tender for House Keeping Services in RTTC,Hyderabad

Tender No: RHD/EAM/2020-21/HK-TENDER-2020 Dated at 22.12.2020

Cost of the tender document is Rs.590/-

Last date for submission of E-Tender in the online on or before 14:00Hrs of 05.01.2021

Date of opening of the Tender: at 14.30Hrs of 06.01.2021

V.V.V.S

Assistant General Manager[Admin]
O/o Pr.GENERAL MANAGER & PRINCIPAL),
RTTC, HYDERABAD 500 032

TABLE OF CONTENTS

Section	Title	Page No
I	Notice Inviting Tender	3&4
II	Scope of work	5
III	Instructions to bidders	6to13
IV	General Terms and conditions	14
V	Specifications,Special Terms and conditions of contract	21
VI	E-Tendering instructions to bidders	25
VII	Summery of salient points	30
VIII	Annexure A- Details of the bidder	31
	Annexure-B compliance Report	33
	Annexure-C-Performance Security Guarantee Bond Form	34to35
	Annexure-D&E	36
	Annexure-F	37
	Annexure-G	38
	Annexure-H&I	39
Section -IX	Financial Bid	40
Section-X	Agreement Proforma	41 to 42
SectionXI	Check list	43



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SECTION-I

NOTICE INVITING TENDER

On behalf of CMD, BSNL, Principal General Manager & Principal, RTTC, Hyderabad invites e-tenders for carrying out the job of providing House-keeping Services for the year 2020 in RTTC Campus, Gachibowli, Hyderabad 500032 from Indian firms/Companies/Registered Agencies. The particulars of the work is furnished below and the estimated cost of the work is Rs.16,00,000/- + applicable Taxes, per one year.

S.No.	Name of the Item / Work	Estimated Quantity (Nos)	Cost of Tender Document	Estimated cost of the Tender	Bid Security / Earnest Money Deposit Amount of the Tender
1	Providing Services of Sweeping/Cleaning/ House Keeping under the Principal General Manager & Principal, RTTC, Hyderabad for house keeping services in Administrative building ground floor, Toilets in Admn Building ground floor, Godavari Hostel rooms, corridor and Toilets, Security room, Engine Alternator room, External (Open) Areas/ Lawn in RTTC Campus, Hyderabad - in and around Admin. Building, Hostel and its structures and open areas with in the buildings like corridors, terrace, water sumps etc, and external areas which include connecting and approach roads, plants and carpet grass etc and avoiding leakages and ensuring regular supply of water to plants maintaining cleanliness, and upkeep in the premises.	Details of areas for cleaning and sanitation activities along with their frequencies are specified in Section II and section V	590/- With GST	Rs.16,00,000/-	Rs.40,000/-

Tender No: RHD/EAM/2020-21/HK-TENDER-2020 Dated at 22.12.2020

A refundable non-interest bearing Bid Security of Rs.40,000/-[rupees fourty thousand] is payavble in the form of demanddraft on any nationalized/scheduled banks in favour of "AO[Cash] % CGMT,TT Circle, BSNL,HD" should be enclosed to the tender. The successful tenderer has to pay an amount equal to 10% of the approved tender cost i.e Rs.1,60,000/-[10% of Rs.16,00,000] in the orm of Demand Draft or Bank Guarantee from any nationalized/scheduled bank as Security Deposit.

Neither bid security nor Performance Security Deposit will carry any interest.Tenders without bid security will not be entertained.The fee for tender document is neither transferable nor refundable.

The tender documents shall be issued free of cost to MSME bidders on production of requisite proof in respect of valid certification from MSME for the tender item.All the scanned relevant documents for the same need to be uploaded online.

The value of the tender is approximately Rs.16,00,000 /-[rupees sixteen lakhs only] plus applicable taxes per year.

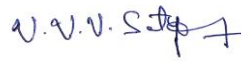
The contract will be awarded for a period of one year initially and extendable by one more year in two spells of six[6]months each on same rate,terms and conditions of contract from the date of commencement of contract as per agreement.

The intending bidders may submit their bids through the web site <http://etenders.gov.in> , <http://www.telangana.bsnl.co.in>.The procedure for submission of E-Tenders in the above web site is detailed in the Section VI.

Last date for submission of E-Tenders in the online: 14.00Hrs of 04.01.2021

Time and date of opening of E-Tenders : 14.30Hrs of 05.01.2021

Terms and conditions are enclosed.



Assistant General Manager[Admin]
O/o Pr.GENERAL MANAGER & PRINCIPAL),
RTTC, HYDERABAD 500 032

SECTION-II

Scope of work involved:

Sl.No.	Description of the work	Quantum of work	Schedule for doing the work
1	Cleaning and washing of basins and commodes in bathrooms and toilets 1.Toilet commodes 2.Urinals Basins 3.Wash Basins	25 Nos. 26 Nos. 19 Nos.	Daily twice at 8AM and 2 PM Daily twice at 8AM and 2 PM Daily twice at 8AM and 2 PM
	Total	70	
2	a. Sweeping,Cleaning and washing of bathrooms,toilets, etc in Godavari Hostel,including mopping .	90 Nos	Daily twice at 8AM and 2 PM
	b. Sweeping,Cleaning and washing of bathrooms,toilets in RTTC Admin building,including mopping	10 Nos	Daily twice at 8AM and 2 PM
3	Cleaning and sweeping 1. RTTC Admin block(RNo:1-10) (RNo: 11-12,17-20,22-30)	7263 Sft 32839 Sft	Daily twice at 8AM and 2 PM
	2. Godavari Hostel Ground Floor First Floor and Second Floor	6196 Sft 15096 Sft	Daily twice at 8AM and 2 PM
4	Mopping with surf/phenoil 1.Corridors including stair cases and corridors of all three floors of RTTC Godavari Hostel.	49845 Sft	Twice in a week
	2. RTTC Admn block(RNo:1-12,17-20,22-30) with corridor of Ground floor.	40,102 Sft	Thrice in a week
	Total	89947 Sft	

Note:-The material used for cleaning,sweeping,washing and mopping are to be supplied by the Tenderer only.

SECTION-III
INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- (a) "The Purchaser" means the Bharat Sanchar Nigam Ltd. (BSNL), Hyderabad
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The Supplier" or "The Vendor" means the individual or firm supplying the goods under the contract.
- (d) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (e) "Successful Bidder(s)" means the bidder(s) to whom work in this tender is awarded.

2. ELIGIBLE BIDDERS

2.1. This invitation for bid is open to all the Indian Nationals, who have proven experience of **any two financial years out of the previous 5 years** i.e., 2015-16, 2016-17, 2017-18, 2018-19 and 2019-2020 as on the date of submission of this bid, in the field of undertaking the job of providing services for ensuring cleanliness, maintenance and upkeep in the premises of reputed corporate offices, Central Govt. establishment, State Govt. establishments, etc.

2.2 The bidder or any of their close relatives should not be employee of BSNL

2.3 MSME Bidder - Exemption : (As per Letter No. CA/MMT/10-10/2017 DT 24.05.2018, of Corporate Office New Delhi, Registration of Udyog Aadhar Memorandum Number by Ministry of Micro Small and Medium Enterprises (MSME) Vendors on Central Public Procurement Portal (CPPP) is mandatory from 01-04-2018 and shall submit the declaration by the vendors. The bidders **who fails to register UAM number** shall not be able to eligible the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order, 2012 issued by MSME.)

2.4. Should submit the copies of Valid PAN, No., Valid GST registration certificate Number or mentioned as unregistered dealer.

2.5. In case of multiple GST numbers, all the numbers should be provided in Annexure.

2.6 A self-declaration that the bidder is not blacklisted by GST authorities. The declaration format is prescribed in Annexure-I

3. COST OF BIDDING

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

4. Purchase of Bid Document:

The bid document can be downloaded from the internet web sites

<https://etenders.gov.in/> and <http://www.telangana.bsnl.co.in> and the filled in tender document should also be submitted in the same site. The bidders are requested to follow the instructions available at Section IV(B) "E-tendering instructions to the bidders" for filling and submitting the on line bids.

The cost of bid document of Rs.590/- (Rupees Five hundred Ninety only) may be paid in the form of crossed Demand draft drawn on any nationalized/scheduled Bank in Hyderabad in favour of "AO[Cash] % CGMT,BSNL,HD", and it should be submitted to the Assistant General Manager[Admin]%PGM&Principal, BSNL, RTTC, Hyderabad-500032 before opening of the tender or else the tender will not be considered for opening.

Tender No: RHD/EAM/2020-21/HK-TENDER-2020 Dated at 22.12.2020

The tender documents shall be issued free of cost to **MSME/ SSI/ Udyog Aadhar** bidders on production of requisite proof in respect of valid certifications from the concerned authorities for the tendered item. All the scanned relevant documents for the same need to be uploaded online.

5. THE BID DOCUMENTS

The completed e-tender should contain the following scanned and uploaded documents.

- a. The **Financial Bid Proforma (section-IX)** indicating the Rates both in figures and words.
- b. Registration certificates with ESI and PF Commissioner, and attested copy of PAN Card. If any of the documents could not be submitted the proof and authority for claiming exemption need to be submitted.
- c. Latest License from the Labour commissioner for operating this type of services.
- d. Workmen Compensation Insurance Certificate or ESI Certificate.
- e. The Experience certificate preferably on the letterheads of the issuing organizations clearly mentioning the name and designation with seal and duly signed by the competent authority of that organization (As per **Annexure- F**), clearly mentioning the area maintained and period of contract for similar work with concerned organizations, and countersigned by the authorized signatory of the tender. Bidder should submit certificates from head of unit/org. regarding quantum/value of work order executed by the bidder. The order should be of similar size and nature.
- f. List of present commitments with supporting documentary proof duly countersigned by the authorized signatory of the tender.
- g. Declaration as per proforma given in **Annexure-B** duly signed with date and seal by the authorized signatory of the tenderer with signature on every page having read and agreed to all the terms and conditions.
- h. Demand Draft towards EMD for Rs. 40,000/- (**Rupees fourty thousand only**) in separate envelope.
- i. The DDs should be taken on or after the date of NIT and before the date of closing of e-tender. BSNL is not responsible for any delay in submission of DDs due to postal courier/natural calamities whatever may be the reason. If the DDs are not received within scheduled time specified in the NIT will be treated as non-submission
- j. The L-1 bidder has to submit all the original hard copies of entire tender document and attested copies (wherever applicable) uploaded by him whenever he has been called for in the office for submission.
- k. Annexure- D (Advance Stamped Pre Receipt) duly signed by the authorized signatory of the tenderer with date and seal.
- l. The bid should be submitted on line. In online tendering system, there is 2-stage bidding and Two (2) envelope system. The techno commercial and the financial bids need to be submitted separately and simultaneously. All the relevant documents to be uploaded online and the financial bid to be filled in online as per the online form/template available.
- m. 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 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.]

n. OFFLINE SUBMISSION (After on line submission on ETS)

The bidder should make the following documents invariably available with the %PGM&Principal, BSNL, RTTC, Hyderabad-500032 Authorities before Bid Opening i.e., 14.30 hrs on the due date either by submitting in person or by post.

1. EMD / Bid Security in original

2.DD / Banker's Cheque against payment of Tender Fee

3.Letter of Authorization for attending Bid Opening and Power of Attorney for signing the bid document.

4.MSME/ SSI/ Udyog Aadhar bidders should produce the requisite proof in respect of valid certification from the concerned authorities for the tendered item (As per clause 2.3 of Section III)

6.CLARIFICATION OF BID DOCUMENTS

Any clarification issued by RTTC Authority in response to query raise 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.

7.AMENDMENT OF BID DOCUMENTS

At any time, prior to the date of submission of Bids, the RTTC,BSNL authority 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. The amendments shall be notified in writing or by FAX to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them. 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.

PREPARATION OF BIDS

8.BID PRICES

8.1 Basic Price calculated for hiring of services is based on the Minimum wages fixed by BSNL ND / Ministry of Labour & Employment, New Delhi.

8.2 Basic Price mentioned for sweeping and cleaning services is as per the present basic Minimum wages communicated vide Chief Labour Commissioner (C), Ministry of Labour & Employment, New Delhi Lr. no : 1/38(5)/2018-LS-II, dt. 28.09.2018.

8.3 The Minimum rates of wages mentioned above include also the wages for weekly day of rest. While quoting the bid, the GST portion need not be included which will be paid as applicable from time to time on submission of documentary proof.

8.4 In case of increase in the rate of Wages / VDA / any other benefits for the contract workers in between the contract period by the Ministry of Labour & Employment /any appropriate authority, BSNL shall revise the rate of Wages / VDA / any other benefit for the contract workers automatically for the services to be made during the remaining period of the current contract

8.5 The Bidder will quote the price margin excluding GST only in English both in figures as well as in words, and not in any other form. The rates quoted in words will have precedence over the rates quoted in figures. If the rates are not quoted in words, the tender is liable to be rejected.

All over writings/ erasing should be duly attested otherwise the tender is liable for rejection. In the case of illiterate agencies, witnesses should attest the rates tendered by agencies. The rates quoted in words will be taken as correct and not the rates shown in figures in case these two rates do not tally.

8.6 All the statutory obligations like payment of Minimum Wages, ESI, EPF, GST, Income Tax etc are to be complied with by the bidder and BSNL will not be responsible for any deviation and the service provider has to indemnify BSNL against any loss on account of such deviations.

8.7 The GST will be paid at the existing prevailing rate if claimed by the bidder. GST claims/ exemptions will be settled as per existing GST law/orders issued by Gov. of India from time to time.

Tender No: RHD/EAM/2020-21/HK-TENDER-2020 Dated at 22.12.2020

8.8 The agency should ensure deployment of required numbers of services without fail. If the deployment of personnel is reduced on any day, the same will be treated as deficiency of duty and penal charges levied as per conditions of tender. It is mandatory that the works carried out by personnel should conform to the schedule of works and any deviation or failure to carry out any assigned works will lead to dereliction of duty and will be dealt with accordingly.

8.9 The bid evaluation will be made as per the margin money quoted by the bidder in the Financial bid excluding GST as applicable.

8.10 The price margin quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account, increase of wages etc.

8.11 Contractors margin quoted should be reasonable and justifiable.

8.12 The tender with NIL charges or Zero charges or Negative charges towards Administrative charges over and above the minimum wages shall be treated as unresponsive and will not be considered as per Min of Finance OM. No. 29(1) 2014-PP dated. 28.01.2014.

9. BID SECURITY (EARNEST MONEY DEPOSIT-EMD)

9.1 The bidder shall furnish, as part of his bid, a bid security for an amount of Rs. 40,000/- (Rupees fourty thousand Only). The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 9.4

9.2 The bid security of the unsuccessful bidder will be discharged / returned as promptly as possible after the expiry of the period of the bid validity prescribed by the purchaser pursuant to clause 9.

9.3 The successful bidder's bid security will be discharged upon the bidder's acceptance and furnishing the performance security and completion of contract agreement.

9.4 The bid security may be forfeited:

[a] If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form

OR

[b] In the case of successful bidder, if the bidder fails:

[i] To sign the contract in accordance with clause 21 or

[ii] To furnish performance security in accordance with clause 21.4

[c] In the above cases, i.e. 9.4 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of APO. The bidder cannot approach the court against the decision of BSNL in this regard.

10. PERIOD OF VALIDITY OF BIDS

10.1. Bid shall remain valid for 180 days from the date of opening of bids prescribed by the BSNL, RTTC authority. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive

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

11. FORMAT AND SIGNING OF BID

11.1. The original Bid document shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying 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.

Tender No: RHD/EAM/2020-21/HK-TENDER-2020 Dated at 22.12.2020

11.2.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.

12.SUBMISSION OF BIDS

12.1.The Bid document should be uploaded as per the check list. The intending tenderers may visit the premises of RTTC,Hyderabad to observe the extent of locations coming under the House keeping activity and contact AGM[Admin],%PGM&Principal,RTTC,BSNL,Gachibowli,Hyderabad. The bids received after the prescribed date and time will be summarily rejected.

12.2.The BSNL authority may, at its discretion, extend the deadline for the submission of bids in which case all rights and obligations of the BSNL authority in accordance with clause 6.

13.MODIFICATION AND WITHDRAWAL OF BIDS

13.1.The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.

13.2.The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 13. A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy by post not later than the deadline for submission of bids.

13.3.Subject to Clause 15 no bid shall be modified subsequent to the deadline for submission of bids.

BID OPENING AND EVALUATION

14.OPENING OF BIDS

14.1.The BSNL,RTTC authority shall open bids in the presence of bidders or their authorized representatives who chose to attend at 14:30 hrs on due date. 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.

14.2. A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

14.3.The bidder's names, Bid prices, modifications, bid withdrawals and such other details as the BSNL authority, at its discretion, may consider appropriate will be announced at the time of opening.

14.4.The date fixed for opening of bid, if subsequently is declared as holiday by the BSNL,RTTC the bids will be opened on next working day, time and venue remaining unaltered and no further intimation will be issued in this regard.

15.CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the BSNL,RTTC authority may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained. Receipt of queries from bidder will be entertained.

16.PRELIMINARY EVALUATION

16.1. BSNL,RTTC authority 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.

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

16.3. Prior to the detailed evaluation pursuant to clause 16, the BSNL,RTTC authority 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 BSNL,RTTC authority's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. A bid, determined as substantially non-responsive will be rejected by the BSNL,RTTC authority and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

16.4. The BSNL,RTTC authority 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 effect the relative ranking of any bidder.

17. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

17.1. The BSNL,RTTC authority shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 15.

17.2. The evaluation and comparison of responsive bids shall be done on the basic price of the services offered in the Bid Document and the experience of the bidder in offering such services.

17.3. The bid evaluation will be made as per **the amount quoted** by the bidder in the Financial bid excluding GST as applicable.

17.4. If there are two successful bids at the same rates, work will be divided equally among them. If more successful bids are received with same rate then the firms with more Experience & done more quantum of work will be given priority and decided accordingly.

17.5. If L-1 bidder refuses to accept the offer, L-2 bidder may be given counter offer at the L-1 rates, if deemed necessary.

18. CONTACTING THE BSNL Authority

18.1. Subject to clause 15, no bidder shall try to influence the BSNL,RTTC authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

18.2. Any effort by a bidder to modify his bid or influence the BSNL,RTTC authority in the bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

AWARD OF CONTRACT

19. INTIMATION TO SUCCESSFUL BIDDER

The BSNL,RTTC authority reserves the right to counter offer price(s) against price(s) quoted by any bidder and shall intimate to the successful bidder in writing the acceptance of bid whose offer has been found technically, commercially and financially acceptable.

20. RIGHT TO VARY QUANTITIES, TO ACCEPT ANY BID & TO REJECT ANY OR ALL BIDS

- BSNL authority will have the right to increase or decrease up to 25% of the tender value without any change in the unit price or other terms and conditions at the time of award of contract.
- The BSNL authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

21. SECURITY DEPOSIT & SIGNING OF CONTRACT

21.1. The issue of Acceptance letter shall constitute the award of contract on the bidder.

21.2. The successful Bidder shall be required to submit a security deposit in the form of DD drawn on any nationalized/ scheduled bank in favour of "AO[Cash] % CGMT, TT Circle, BSNL,HD" or in the

Tender No: RHD/EAM/2020-21/HK-TENDER-2020 Dated at 22.12.2020

form of Bank Guarantee on non-judicial stamp paper of appropriate value taken from any nationalized/scheduled bank & valid for 24 months (2 years) for an amount equal to 10% of the annual approved amount, towards successful implementation of various terms and conditions of the contract agreement. The same will be discharged at the end of the successful completion of period of contract after adjusting any dues.

21.3. Upon the successful bidder furnishing performance security pursuant to clause 21.2, the BSNL authority shall discharge the bid security in pursuant to clause 9.3.

21.4. The successful bidder shall be required to execute an agreement as per the Performa given in Annexure- C at Section VIII, on non-judicial stamp paper of appropriate value within 14 days from the date of receipt of the notice of acceptance of tender or Letter of intent. All costs involved therein shall be borne by the tenderer. In the event of failure on the part of the successful tenderer to sign the agreement within the above- stipulated period or fails to submit the Performance Bank Guarantee, the EMD will be forfeited and acceptance of the tender shall be considered as cancelled.

22. ANNULMENT OF AWARD

22.1. Failure of the successful bidder to comply with the requirement of clause 21 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the BSNL, RTTC authority may make the award to any other bidder at the discretion of the BSNL authority or call for new bids.

22.2. While all the conditions specified in the Bid documents are critical and 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.

[i] Clauses 9.1 & 10.1 of Section II: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 9.1 and bid validity is less than the period prescribed in Clause 10.1 mentioned above.

[ii] Clause 2 of Section II: If the eligibility condition as per clause 2 of Section- III is not met, the bids will be rejected without further evaluation.

23. The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he/she is going to apply for the tender (Annexure - H). 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 BSNL, RTTC will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

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).

Tender No: RHD/EAM/2020-21/HK-TENDER-2020 Dated at 22.12.2020

The format of the certificate to be given is "I..... s/o
.....

r/o..... hereby certify that none of my relative(s) as
defined in the tender

document is/are employed in BSNL unit as per details given in 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."

Signature of the Tenderer with seal

SECTION IV

General Terms and Conditions

1.PERFORMANCE SECURITY

1.1The performance security shall be discharged/ returned on expiry and successful completion of the contract. In case of non-execution of the contract, in part or in full, the performance security shall be forfeited, after giving due notice to the contractor in respect of the defective/ improper performance/ execution or breach of any of the terms of the contract etc. EMD will be returned after the performance security is received and agreement signed.

1.2Any sum of money due or payable to the contractor, including the performance security refundable to him under the contract, may be apportioned by this office, against any amount of loss/ penalty/ caused/ imposed on the contractor, which the contractor may own to BSNL/Govt. of India, under this contract or any other contract or transaction.

2.DELAYS IN CONTRACTOR PERFORMANCE: Start of services shall be made by the contractor in accordance with the time schedule specified in the work order. In case the service is not started on the stipulated date as indicated in the work order, BSNL reserves the right to cancel the work order and/or recover liquidated damages @2% of the contract value. The cancellation of the work order shall be at the risk and responsibility of the contractor and BSNL reserves the right to award the work at the risk and cost of the defaulting Contractor.

3.LIQUIDATED DAMAGES:

3.1. The date of start of services specified in the work order should be deemed to be the essence of the contract and the services should be started on that date. Extension will not be given except in exceptional circumstances. Should, however, the service be started after the date specified in the work order, such starting of services will not deprive BSNL of its right to recover liquidated damages as per Clause 3.2 below.

3.2 Should the contractor fail to start services, BSNL shall be entitled to recover liquidated damages to the extent of 2% of the contract value along with penalty of Rs.500/- per day for the delay period.

4.PENALTY

In case of **breach of any conditions** of the contract and for all the **losses** in execution caused by the contractor, it shall be open for the BSNL **to effect deductions** from the pending bills preferred by the contractor.

5.LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

Contractors Labour Regulations: The contractor shall obtain a valid labour licence under the Contract Labour (R&A) Act 1970 and the Contract Labour (R&A) Central Rules 1971, before commencement of the work a copy of which he shall submit to BSNL. He shall continue to have a valid license until the completion of work. The contractor shall also abide by and comply with the provisions of the Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maternity benefits Act 1961 and Apprentices Act, 1961 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The contractor is fully responsible to observe the above laws as amended from time to time in regard to his workers and compensation and other benefits/ risks in relation to workers to be engaged by him. Provisions of EPF act 1952 & Misc. Provisions Act 1952 and Employees

Tender No: RHD/EAM/2020-21/HK-TENDER-2020 Dated at 21.12.2020

Provident Fund Scheme 1952 are to be complied by the Contractor in respect of labourers/employees engaged by them for performing the works of BSNL. Also, the Contractor should ensure that a copy of the EPF Member pass book updated up to previous month is submitted with housekeeping bill every month.

5.1 The contractor shall indemnify BSNL against all payments to be made for any non-compliance of the above laws.

5.2 The regulation aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.

5.3 BSNL 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 reason of non-fulfilment of the conditions of the contract of the benefit of the workers, non-payment of wages or of deduction made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

5.4 In the event of any failure in this regard and in the event of any loss/ damages caused directly or indirectly to BSNL, the same will be payable by the contractor along with such penalty as may be decided by RTTC which shall not be less than 10 percent of the total loss suffered by BSNL

5.5 Security Deposit will not be refunded till the expiry of period specified in the contract and due clearance from the labour law enforcement officers.

5.6 No child labour will be engaged

5.7. Working hours:

- (a) Normally working hours of an employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- (b) When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.
- (c) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.
- (d) Where the minimum wages prescribed by the Government, under the Minimum Wages Act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- (e) Where a contractor is permitted by the Engineer-in-charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

6. PAYMENT OF WAGES & RESPONSIBILITY FOR PAYMENT OF WAGES -

6.1 A contractor shall be responsible for payment of wages to each worker employed by him under the contract in accordance with the Minimum Wages Act modified by the Central Government from time to time and such wages shall be paid before the 10th of every month or within 10 days from the date of payment of any bill whichever is earlier.

6.2 No wage period shall exceed one month.

6.3 The contractor shall ensure payment of wages of each worker employed by him/her to the bank account of respective worker through his/her bank account and a copy of bank statement along with the details of payments made to each worker should be produced along with bill.

6.4 In case the contractor fails to make payment of wages within the prescribed period or makes short payment, then BSNL shall make payment of wages in full or the unpaid balance due, as the case may

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be, to the contract labour employed by the contractor and recover the amount to be paid from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor.

6.5. Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act, 1936 (IV of 1936).

6.6. A notice showing the wage period and the place and time of disbursement of wage shall be displayed at the place of work and copy sent by the contractor to BSNL under acknowledgment.

6.7. In case of revision in the rates of minimum wages the rates so revised will be effective from the date from which wages/VDA is revised by the Chief Labour Commissioner (Central), New Delhi. The revised rates will be paid to the contractor only after he submits the bill on the revised rates along with a copy of the order issued by the competent authority and proof for having paid the revised wages/ arrears to his employees deployed for BSNL works.

6.8. In the event of revision of VDA, the revised rates applicable will be REVISED wage (Basic + Revised VDA) + EPF (as per revised wages) and ESI (as per revised wages). Please note that the price margin quoted by bidder will remain unchanged.

6.9. Display of Notice Regarding Wages Etc: The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clear and legible condition in conspicuous places on the work, notices in English and local Indian languages spoken by the majority of the workers, giving the minimum rates of the wages fixed under Minimum wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information

6.10. The contractor shall obtain from the site Engineer or any other authorized representative of the Engineer-in-charge, as the case may be a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form

"Certified that the amount shown in the column No.....has been paid to the workman concerned in my presence on..... at....."

1. Fines and deductions, which may be made from wages.

The wages of a worker shall be paid to him without any deduction of any kind except the following: -

a. Fines

b. Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

c. Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.

d. Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.

e. Any other deduction, which the BSNL may from time to time, allows.

2. No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.

3. No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

4. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. Labour records.

2. The contractor shall maintain a Register of Persons employed on work on contract in Form XIII of the Contract Labour (R&A) Central Rules 1971.

3. The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under contract in Form XVI of the Contract Labour (R&A) Central Rules 1971.

4. The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the Contract Labour (R&A) Central Rules 1971.

Signature of the Tenderer with seal

Tender No: RHD/EAM/2020-21/HK-TENDER-2020 Dated at XX.XX.2020

5. Register of Accidents - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
- 5.1 Full particulars of the labourers who met with accident
 - 5.2 Rate of wages
 - 5.3 Sex
 - 5.4 Age
 - 5.5 Nature of accident and cause of accident
 - 5.6 Time and date of accident
 - 5.7 Date and time when admitted in hospital
 - 5.8 Date of discharge from the hospital
 - 5.9 Period of treatment and result of treatment
 - 5.10 Percentage of loss of earning capacity and disability as assessed by Medical officer.
 - 5.11 Claim required to be paid under workmen's Compensation Act.
 - 5.12 Date of payment of compensation
 - 5.13 Amount paid with details of the person to whom the same was paid.
 - 5.14 Authority by whom the compensation was assessed
 - 5.15 Remarks
6. The contractor shall maintain a Register of Fines in the form XII of the CL (R&A) Rules 1971. The contractor shall display in a good condition and in a conspicuous place of the work the approved list of acts and omission for which fines can be imposed.
7. The contractor shall maintain a Register of deduction for damage or loss in form XX of the CL (R&A) Rules 1971.
8. The contractor shall maintain a Register of Advances in form XXIII of the CL (R&A) Rules 1971.
9. The contractor shall maintain a Register of overtime in form XXIII of the CL (R&A) Rules 1971.
- 10. ATTENDANCE & WAGE SLIP**
- 10.1 The contractor has to maintain the attendance register of all the workers
 - 10.2 The contractor shall mark the attendance of each workman on the card twice each day, once at commencement of the day and again after the rest interval, before he actually starts work.
 - 10.3 The register has to be get signed by the BSNL Officer who is Incharge of the work on every day
 - 10.4 The Copy of Attendance register must be submitted along with Contractors Monthly Bill
 - 10.5 The contractor shall prepare the 2 copies of wage slip with a format prescribed by labour authority (**FORM XIX-WAGE SLIP** (Vide rule 78(1)(b) of the contract Labour) at least a day prior to the disbursement of wages in respect of the wage period under reference for each worker.
 - 10.6 The contractor shall issue 1 copy to worker and has to obtain the signature or thumb impression of the worker on the other copy of wage slip at the time of disbursement of wages and has to submit the copy along with monthly bill
 - 10.7 **EMPLOYMENT CARD.** The contractor shall issue an Employment Card in the Form XIV of CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker.
- 11. PRESERVATION OF LABOUR RECORDS.** The Labour records and records of Fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-charge or Labour Officer or any other officers authorized in this behalf
- 12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY:**
The Labour officer or any person authorised by the BSNL on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of fair wage clauses and provisions of these regulations. He shall investigate into any complaint regarding the default made by the contractor in regard to such provision.

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Signature of the Tenderer with seal

Tender No: RHD/EAM/2020-21/HK-TENDER-2020 Dated at XX.XX.2020

13. REPORT OF INVESTIGATING OFFICER AND ACTION THEREON:

The Labour officer or other person authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer in-charge indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. The Engineer in-charge shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the authorised officer as the case may be

14. INSPECTION OF BOOKS AND SLIPS:

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at convenient time and place after due notice is received or to the labour officer or any other person, authorised by the BSNL on his behalf.

14.1 SUBMISSION OF RETURNS:

14.2 The contractor shall submit periodical returns as may be specified from time to time.

15. SAFETY REGULATIONS

15.1 During the execution of work, unless otherwise specified, the contractor shall at his own cost provide the materials for and execute all work necessary for the stability and safety of all equipment, structures, excavations and works and shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property.

15.2 The contractor shall be responsible to take all precautions to ensure the safety of the property whether of public or company property and shall post such lookout men as may in the opinion of the officer in charge be required.

15.3 The contractor shall maintain all the statutory registers, required under labour laws. The contractor shall also produce these records on demand by Assistant General Manager(Admn)% Principal, RTTC,BSNL,Hyderabad office authority. If he fails to do so, his failure will be a breach of the contract and purchaser may at its discretion cancel the contract without prejudice to any other action under the law and contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the acts.

16. Insurance:

16.1.The registered agency shall arrange for workmen's Compensation Insurance as required by Law and undertake to indemnify and keep indemnified the BSNL from against all manner of claims and demands and losses and damages and cost (including between Attorney and Client) and charges and expenses that may be in regard to the same or that the BSNL may suffer to incur with respect to and / or incidental to the same. The registered agency shall have to furnish originals / attested copies as required by the Divisional Engineer the policies of the Insurance taken within 15 days of being called upon to do so together with all premium receipts and other papers related thereto which the Divisional Engineer may require.

16.2.The successful Tenderer shall submit General Insurance Policy for a minimum of Rs. 1,00,000/- (Rupees One lakh only) to BSNL to compensate any damage/loss to the BSNL property/activities during execution of services.

17. STATUS OF THE CONTRACTOR AND ITS STAFF MEMBERS

17.1 The contractor shall have the legal status of an independent contractor. Neither the contractor nor its staff members, nor any person employed by the contractor or its agents for, or within the framework of, the performance of the services under the present contract shall be considered in any way as being staff members of % Principal,RTTC,BSNL,Gachibowli,Hyderabad.

17.2 The BSNL shall accept no liability for, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the contractor, of the staff members or of any sub-contractor or agent or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.

Signature of the Tenderer with seal

Signature of the Tenderer with seal

Tender No: RHD/EAM/2020-21/HK-TENDER-2020 Dated at XX.XX.2020

- 17.3** The contractor shall accept no liability other than that due to its negligence or that of its staff members, agents or persons employed by it or its agents for sickness, injury, damages or death of persons deployed for the works at Doorsanchar Bhavan/BSNL, including on-duty travel.
- 17.4** The contractor shall indemnify and hold harmless the BSNL in respect of any claim arising out the contractor or its staff members negligent or unlawful performance under the present contract and brought against the BSNL by any person for a liability as referred to in paragraphs **8.2 and 8.3** above, including their heirs and assigns, or by third parties.
- 17.5** The contractor shall, at his expense, take out appropriate insurance to cover all risks, damages or injuries, including related claims, which might occur to any person, including a third party, or to any property, including equipment, papers and documents, and arising out of, or connected with the contractor or its staff members performance under the present contract.
- 17.6** For the purposes of this article, the term third party shall be deemed to include "inter-alia" officials of %Principal, RTTC, BSNL,HD and its agents and officials, as well as any person or entity employed by the contractor or engaged for the contractor, in order to perform services for, or supplying goods to the contractor in connection with the implementation of the present contract.
- 17.7** Notwithstanding anything to the contrary contained in this contract, the contractor shall only be liable, and shall only be required to indemnify the BSNL, in respect of claims or liabilities that arise out of the negligence, breach of contract or unlawful conduct of the contractor or its staff members or agents in the performance of this contract.

18. EXTENSION AND TERMINATION OF CONTRACT

The contract will be awarded for a period of one year initially and extendable by one more year in two (2) spells of six (6) months each on the same rate, terms & conditions of contract from the date of commencement of contract as per agreement. BSNL reserves the right to terminate the contract in part or in full at any time with one month's notice without assigning any reasons thereof for which no letter of reason/ explanation can be sought for by the contractor. The Tender Accepting Authority is empowered to increase / decrease the housekeeping area of the tender amount upto ± 25%.

19. Termination for default :The BSNL, may, without prejudice to any other remedy for breach of contract by written notice of default, sent to the contractor to terminate the contract.

- 1.-If the contractor fails to provide the services as per the terms & condition of this contract on the dates & on the specified times as requisitioned by BSNL.
- 2.-If the contractors fails to perform any other obligation(s) under the contract.
- 3.-If the contractor, in either of the above circumstances does not remedy his failure within a period of 15 days as stipulated by BSNL in writing after receipt of default notice from BSNL.
- 4.-In the event of termination of contract under pursuant of above Para-19 the BSNL may take the same services upon such terms and manner as it deems appropriate and the contractor shall be liable to BSNL for any excess cost for the said service during the rest period for which contract is terminated.

20. Termination for insolvency

BSNL may at any time terminate the contract by giving written notice to the contractor without compensation to the 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 of action or remedy, which has accrued, or will accrue thereafter to the the Principal, RTTC.

21. RESPONSIBILITY:

The awarded Agency shall be responsible for all material furnished or supplied by the BSNL while in his custody whether or not installed in the work and return the same on expiry of the service period.

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22. SUB-CONTRACTING AND POST AGREEMENT CONDITIONS: -

The contractor shall not be permitted to transfer their rights and obligations to any other organisation or otherwise i.e no subletting of the contract in part or whole, without written permission of the BSNL. Further the contractor shall not impose any other conditions during the period of contract.

23. ARBITRATION

23.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, TS Telecommunications, Hyderabad 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, TS Telecommunications, Hyderabad or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, TS Telecommunications, Hyderabad or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the Chief General Manager, TS Telecommunications, Hyderabad or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

23.2 There will be no objection to any such appointment that the arbitrator is a **Government Servant** or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matters 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, TS Telecommunications, Hyderabad or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

23.3 The arbitrator may from time to time with the consent of parties enlarge the time 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.

23.4 The venue of the arbitration proceeding shall be the office of Chief General Manager, TS Telecommunications at Hyderabad or such other places as the arbitrator may decide.

24. FORCE MAJEURE:

Neither contractor nor contractee shall be liable for any delay, default or failure under this agreement if such delay, default or failure arose as a direct consequence of force majeure including strikes, lock out, war and civil unrest.

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SECTION V

SPECIFICATIONS, SPECIAL TERMS AND CONDITIONS OF CONTRACT

1. HOUSE KEEPING AREAS: -

1.1 The contracted work "Providing Services of Sweeping/Cleaning/ House Keeping under the Principal General Manager & Principal, RTTC, Hyderabad for house keeping services in Administrative building ground floor, Toilets in Admn Building ground floor, Godavari Hostel rooms, corridor and Toilets, Security room, Engine Alternator room, External (Open) Areas/ Lawn in RTTC Campus, Hyderabad - in and around Admin. Building, Hostel and it's structures and open areas with in the buildings like corridors, terrace, water sumps etc, and external areas which include connecting and approach roads, plants and carpet grass etc and avoiding leakages and ensuring regular supply of water to plants maintaining cleanliness, and upkeep in the premises." is to be done in Administrative building, Godavari Hostels, open areas and small buildings.

1.2 The area of dining hall/kitchen in hostel is not included in this contract .

The contract of agreement shall be for **one year from the date of signing on the agreement**. The scope of work given in Section No.II and **Section-V**. It may be terminated earlier by BSNL,RTTC authority for administrative reasons, by giving one month's clear notice in writing, without the forfeiture of Security Deposit. It may also be terminated by the tenderer on submission of 3 months clear notice after serving for a period of minimum 6 months in which case the Security deposit stands forfeited. The period of validity of this contract is one year with an option of extension by one more year in two (2) spells of six (6) months each as per the agreement and mutual consent at same rates, terms and conditions of the bid document with extension of agreement and bank guarantee to that extent.

2. SCHEDULE OF SERVICE: -

The contracted work will consist of the following jobs, as per frequency required/mentioned in Section-II and the some of the works to be executed by contractor are listed below.

2.1 DAILY

2.1.1 Hostel & Admin Building

- (i). Cleaning of the rooms and other areas under the contract, including corridors, furniture, doors, windows, white boards, wall tiles and other items available therein.
- (ii). Clearing work of all Toilets
- (iii). Arrangement for disposal of dustbin garbage of Admn. Bldg. / Hostel/ Canteen & Tea Lounge outside the campus of RTTC at a proper place of Municipal authorised should be done by the contractor.
- (iv) Sweeping all approach roads and Sweeping all connecting roads
- (v) Removing leaves, Trimming and Watering
- (vi) Watering of all plants (Approx. 500) in and around Admin Bldg. And Hostel.
- (vii) Cutting Extra Vegetation
- (viii) Earth work for plantation for new plants
- (ix) New Plantations

2.1.2 Maintenance of the floors and wall tiles of the rooms and attached balconies etc.

Including washing of all the bathroom fittings (Wash basin, WC etc.) with suitable detergents. Use of any acid is not permitted.

2.1.3 Housekeeping & Arrangement activities for the events conducted in Auditorium / Conference hall / Rooms /Labs by BSNL or Non BSNL organizations who have hired the venue.

WEEKLY:

Only for Hostel

- (i). Changing the bed linen once a week and on every fresh occupancy, and also on specific complaint from room occupants.

Hostel & Admin Building

- (i). Wet mopping and Dusting of the rooms and other areas under the contract, including corridors, furniture, doors, windows, white boards, wall tiles and other items available therein.

FORTNIGHTLY - Hostel & Admin Building

- (i). Wet mopping and Dusting of the rooms and other areas under the contract in Admn building, including corridors, furniture, doors, windows, white boards, wall tiles and other items available

therein.

(ii). All terraces should be cleaned

(iii). **Thorough cleaning of buckets, mugs to remove salt deposits.**

TIMINGS:

Other than for those items for which timings are mentioned in the Schedule of Service the timings for House Keeping work of the different areas in RTTC under this contract should be as given below unless otherwise specified to suit requirements of a particular day or period:

- (i). **Hostel:** The entire maintenance work of the occupied hostel rooms shall be completed before 0900 hours i.e. well before the trainees leave the rooms on working days and between 0900 hours to 1230 hours on holidays. Other common toilets should be cleaned twice a day by 0800 hours, 1400 hours
- (ii). **Admn Building:** The House Keeping job will have to be completed by 0900 hours on all days except Sundays. However the toilets and all its sanitary fixtures will have to be cleaned further at 08:00, 1400 Hrs. The frequency may have to be increased depending on the circumstances on any particular day.
- (iii). **Common area:** The work of House Keeping in all common areas in the areas under contract will be completed by 0900 hours and will be maintained in neat & clean condition 24 hours round the clock. **Security Cabin, Parking and Building above the sumps, Engine Alternator room, External (Open) area etc.:** should be done daily once.

3.OTHER CONDITIONS OF HOUSE KEEPING:

1. The work will be executed in conformity with the specifications and conditions as laid down in this contract. RTTC authority will inspect the work and his decision with regard to the acceptability of the work done on each day shall be final and binding.
2. Diaries for daily noting the acknowledgement of upkeep and maintenance work by the occupants/ in-charges of the rooms will have to be supplied by the contractor and got filled up by his personnel for verification of the work done.
3. The buildings should be free of mosquitoes, flies, cockroaches, rodents etc. and the contractor should spray finit /other insecticide duly approved by RTTC authority. Normally daily spraying is to be done to keep the premises free of mosquitoes, flies etc. Comprehensive weekly anti insect/pest treatment will be required to be done.
4. It will be the job of the contractor to ensure that the building is free of cobwebs.
5. The contractor has to keep the corridors & verandahs neat and tidy at all times. Extra rush is expected during meal times & specific occasions to be indicated by RTTC authority. These areas should, therefore, be kept manned accordingly.
6. House Keeping work in RTTC is required to be done for all seven days.
7. The cleaning material will be supplied by RTTC.
8. The contractor should make arrangements for surprise checks on the work force deployed by the

supervisor of the agency at frequent intervals.

4.DEPLOYMENT AND REPLACEMENT OF STAFF: -

A.The bidder has to see and examine in totality of the work requirement to be done of all rooms of all floors and the common areas on each floor including the stairs and employ adequate workers to maintain cleanliness and sanitation at all times.

B.The contractor shall have to deploy workers to ensure proper execution.

C.Female staff, if employed, will neither be engaged between 2200 and 0700 hrs, nor remain on the campus during these hours.

D.Sick persons will not be taken on duty. The staff employed by the contractor shall not be suffering from infectious/ contagious disease. The workers would be medically examined every three months or as and when suspected to be suffering from any serious illness at the cost and risk of the contractor.

E.The contractor shall be fully responsible in all respects in case of Injuries/accidents to his workforce while on duty

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5. UNIFORMS: -

The workers should have proper uniform with neat and tidy appearance.

6. IDENTITY CARDS: - All staff of the contractor will have photo identity cards issued by the contractor so that entry is restricted to only legitimate persons to the premises.

7. CONDUCT OF STAFF OF CONTRACTOR:

The staff employed by the contractor should be courteous, civil and polite in behaviour towards all the staff and the %Principal, RTTC, BSNL, HD establishment.

The penalty clause will apply if the staff engaged is found/reported to be demanding tips in cash/kind. This may also lead to cancellation of contract.

The contractor will ensure that the workers do not loiter in the corridors with nefarious habits.

The workers should leave the office premises immediately after completion of their job on the campus.

The contractor shall ensure that the workers are amenable to discipline and decency and well behaved at all times in the office premises.

The contractor should ensure that the workers should not occupy any rooms and the access is totally prohibited leading to imposition of penalty/termination of the contract.

7.1.6 The contractor and / or his staff shall neither use any of his equipment or material for playing radio/music/games/cards etc. nor any of the equipment like TV, A/C in rooms etc. would be used by the contractor or his staff.

8. ACCOMMODATION: - Accommodation for storing the material would be made available to the extent necessary and justified.

9. THEFT: - The contractor shall be responsible for any theft of the items from the rooms or any other area given to contractor for cleaning. The details of the stolen materials/stores, will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of RTTC authorities on this will be final and binding on the contractor.

10. PENALTY:

In case the tenderer fails to comply with any terms and conditions of the agreement with regard to quality of work and timings of execution of service in one month etc, which shall be reviewed on daily basis, **a penalty at the rate of 2.5% to 10% of monthly wages amount, depending on the extent of failure** shall be levied for each days failure. Non- performance / Upkeep of cleanliness in the areas not up to the satisfaction of RTTC authorities and/or the frequency of Upkeep of cleanliness in the areas not as per the schedule shall constitute as a failure. The extent of penalty is decided by the competent authority of % PGM&Principal, RTTC, BSNL, Hyderabad.

11. COMPLAINT REGISTER:

A complaint register will be necessarily kept at the reception for registering complaints of the staff with regard to any aspect of the service provided by the Contractor. The complaint register need to be signed by the supervisor/contractor.

12. SCHEDULE OF SUBMISSION OF BILLS:

The contractor shall prepare bills for the actual work done, every month and the bills will be paid within 4 weeks thereafter, by A/c payee cheque / Bank transfer, payable at Hyderabad and will be sent to his company address by registered Post or received personally. However, any deterioration in service or non-payment of wages to his staff will not be tolerated on the plea of delay in receipt of payment.

13. PAYMENTS: -

A. Monthly running bills shall be submitted by the contractor along with service tax challans of the previous month exclusively deposited in the bank in respect of RTTC for clearing payment. In case bills are not submitted to RTTC, RTTC will not be responsible for delay in payment.

B. Payment will be made by RTGS/NEFT after due deduction of statutory levies like income tax, GST etc. Along with the monthly claim of charges the following documents, statements etc., duly attested by the company should be furnished, without which payment will not be effected

[i] Copy of records and registers showing details of contract workers engaged for providing services in this office.

[ii] The amount of wages paid to the employees for the duration in question.

[iii] Amount of EPF/ESI contribution (both employee and employer) deducted and remitted for the month for which the claim is made.

[iv] Copies of authenticated documents of payments of such contribution to EPF/ESIC etc. to enable this office to verify the same from the PF and ESI organizations.

[v] A declaration from the company regarding compliance of the conditions of the EPF and Misc. Provisions Act 1952, Minimum Wages act and other statutory regulations.

[vi] GST registration number.

[vii] Monthly GST, EPF & ESIC remittances.

[viii] Proof of payment of GST, EPF & ESIC for the previous payment raised from BSNL. If no proof is submitted, the payments made on these items on the previous claim will be withheld from the current payment and will be released on production of proof of payment.

[ix] Copy of the salary slips issued to the workers / acquaintance roll.

[x] Copy of attendance register

[xi] Copy of the Wage register containing the payment details of the contract workers with proper acquaintance by the workers for the payment received by them in respect of the works carried out by them in this office under the contract.

[xii] The payment to workers deployed for carrying out unskilled services in this office will have to be made only in the presence of the authorized representative of BSNL who will certify at the end of entries of wage Register every month.

14. DEDUCTIONS: -

[a] In case the contractor fails to execute/ perform the assigned works or a part thereof, RTTC, Hyderabad shall be authorized to make suitable deductions as deemed fit by RTTC from the bills of the contractor and damages will be charged to the extent of loss.

[b] Any liquidated damages due shall also be recoverable from the bills submitted

[c] The Divisional Engineer will have the right to recover liquidated damages for delay or slow progress of the work from the bills submitted for payment

[d] The security deposit with the RTTC, BSNL is considered for adjustment against liquidated damages only at the time of final conclusion of the service agreement and final settlement of account

[e] The final settlement of the bills as refund / adjustment / appropriation or any amount retained from the running bills of the agency shall be made fully after the Divisional Engineer is satisfied that all the service agreement obligations have been fully met and no amount remains due for recovery from the agency on any account. Unless there are specified reasons, all accounts are expected to be settled within a period of six months from the date of completion of the work in all respects.

SECTION VI

E-tendering Instructions to Bidders

General

The Special Conditions & instructions for using online Electronic Tendering System (eTS) adopted by BHARAT SANCHAR NIGAM LIMITED through portal (website) <https://etenders.gov.in/>

1. Registration of the Contractors/Bidders: All the Contractors intending to participate in the tenders floated online using Electronic Tendering System (ETS) are required to get registered on the e-Tender Portal (website) [https:// etenders.gov.in/](https://etenders.gov.in/). Only after the concerned officer of NIC approves the Registration / Empanelment of the contractor online, the contractor shall be allowed to participate in the tenders floated by BSNL using the Electronic Tendering System. After successful Registration on above mentioned portal you'll get a User ID and Password to access the website.

a. Viewing of Online Tenders: The contractors/bidders can view tenders floated on online Electronic Tendering System (ETS) hereinafter referred as "tendering System" through portal (website). They can view the details like online scheduled dates (Key Dates), Tender Notice, Terms and Conditions, drawing (if any) and any other information. To download through work flow, they need to login on to the above portal and can download the tender documents of an e Tender.

b. Key Dates: The contractors/bidders can view the Online Scheduled dates of e tendering System (time schedule) hereinafter referred as "**Key Dates**" for all the tenders floated using the online electronic tendering system on above mentioned portal (website).

c. The bidders are strictly advised to follow dates and time as mentioned in Key Dates of a particular tender. The date and time will be binding on all the bidders. The bidders are required to complete the stage within the stipulated time as per the schedule (Key Dates) to continue their participation in the tender. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined.

d. The bidder should ensure that the status of a particular stage should be shown as "Completed" before the expiry date and time of that particular stage and they should possess a copy of receipt of completion of each stage to be performed from their end which should match with the status with their offer on online portal. It will be the sole responsibility of the bidder if the status of a particular stage is "Pending" till the expiry date and time of that stage and he is not able to proceed further in the e-Tendering process. The Key dates are subject to change in case of any

amendment in schedule due to any reason stated by the Department.

e. Obtaining a Digital Certificate and its Usage:

i) On e-Tendering System the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the bidder on online Portal. The Digital Signature Certificate (DSC) has two keys i.e. Public Key and Private Key. The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of normal text into coded language whereas

decryption means conversion of coded language into normal text. These Digital Signature Certificates (DSCs) are issued by an approved Certifying Authority, by the Controller of Certifying Authorities (CCA India), Government of India.

ii) The bidders may obtain Class III digital certificate from any Certifying Authority or Sub-Certifying Authority authorized by the Controller of Certifying Authorities on the portal <http://cca.gov.in>.

iii) The Bid (Online Offer) for a particular e-Tender may be submitted only using the Digital Signature Certificate

(DSC), which is used to Encrypt (codified) the data and sign the Hash (Impression of your data) during the stage of Bid Preparation and Hash submission.

In case, during the process of a particular e-Tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.

iv) Bidders participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at the e-Tendering Portal (website).

f) **Tender Download:** The Eligible Bidders can download the Tender Document online from above e-Tendering Portal on or before the Key Dates mentioned in the e-Tender floated.

g) Submission of Bid Hash of online bids:

The bidders are required to prepare their bids on online e-Tendering Portal as mentioned above. During bid preparation the bidders have to send their Public Key of DSC hence they are advised to procure DSCs at earliest to participate in the eTender. They are required to upload the scan copies of Demand Draft for Tender Document Fees and Earnest Money Deposit. Also, bidders are required scan and upload any other documents

related to their credentials and submit wherever asked online. The bidders have to prepare their commercial bid online during in this stage only and seal (Encrypt) and digital sign the online bid with their Digital Signature Certificates. The Bidders should take note of any corrigendum being issued on the web portal on a regular basis. They should view and note down or take a printout the Bid Hash submitted and ensure that it matches during "Re-Encryption of Bids" stage. The bidders will not be able to change their technical details and offer (rates) after expiry of due date and time on online portal.

h) **Generation of Super Hash:** After the time of submission of Bid Seal (Hash) by the Contractors/Bidders has lapsed, the bid round will be closed and a "Digitally signed tender Super-Hash" will be generated by concerned BSNL official. This is equivalent to sealing the tender box

i) **Re-Encryption of Bids:** Once the Generation of Super Hash stage is completed the Contractors/bidders have to decrypt their bids as they are in encrypted mode by their DSC and re-encrypt with Department User's Public Key which will be included in the e-Tender. During this process they need use their DSC for decryption of Bids and signing of Bid Hash once again for security. The electronic bids of only those Contractors/bidders who have submitted their bid seals (hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. A Contractor who does not submit his bid seal (hash) within the stipulated time will not be allowed to submit his bid (Re-Encryption). This stage could be considered as transfer of control to BSNL user.

j) **Opening of Tender (Electronic offers):** The authority receiving the tenders or his duly authorized officer shall first open the "EMD Envelope" (if applicable) of all the contractors/bidders and check for the validity of EMD and other Pre-Qualification Documents such as tender fee etc. if applicable submitted in the "EMD /Technical Envelope", as required by BSNL. In case, the requirements are incomplete, the Technical Bid/Commercial (whichever is applicable) of the concerned contractor received shall not be opened.

k) The authority shall then open the tenders submitted by the bidders online through the e-Tendering Portal (website). They will match the hash of each tender with the hash submitted by the contractors during "Submit Bid Hash" and "Re-Encryption of Bids" stages. In the event of a mismatch, the offer in question will be rejected after a due process of verification by concerned division of BSNL.

l) **Short listing of Bids (Electronic Offers):** After the evaluation (online/manual) of a specific Envelope (i.e. EMD or Technical) and offers submitted by contractors, the short listing process will be executed on online e-Tendering Portal only. The result of such short listing process will be available online for viewing to bidders through their respective logins details.

m) **Details of Opened Tenders:** The details techno commercial or financial details (whichever is applicable) will be available for viewing online only by participating bidders in a particular tender through their respective login details.

1. Bid related Information for this Tender:

The entire bid-submission would be online on eTS.

Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD) as per the key date.
- Online Downloading the Tender Document as per the Key Date.
- Online Submission of digitally signed copies of the Bids (Techno-Commercial and Financial) as per the Key Dates.

Offline Submissions:

The bidder is requested to submit the following documents of Technical Bid offline **by Post or in person** to DE(Admn), O/o Principal General Manager & Principal, RTTC, Hyderabad,500032 on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope

Tender No: RHD/EAM/2020-21/HK-TENDER-2020 Dated at 21.12.2020

shall bear (name of the work i.e. "Tender for House keeping in RTTC Hyderabad, 2020"), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

a. EMD - Bid Security in Original or **Exemption certificate as per clause 2.3 of Section III**

b. DD/ Bankers cheque against payment of tender fee.

c. Power of attorney in accordance with **clause 14.2 of Section-3 Part A.**

d. A copy of the BID document in original duly signed on each page.

3. E-Reverse Auction: E-Reverse Auction would be conducted on unit /net cost to BSNL Value for bid evaluation, subsequently after the opening of the financial part. The following would be parameters for e-Reverse Auction.

S. No.	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	<i>Will be intimated to Technically Responsive bidders after opening of the Financial part</i>
2	Duration of Reverse-Auction Bidding Event	1 Hour
3	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a 'Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	5 minutes
3.2	Time-Duration of Automatic extension	10 minutes
3.3	Maximum number of Auto-Extensions	5 Automatic Extensions
4	Criteria of Bid-Acceptance	'Beat on Starting last quoted Price', as well as, 'Beat on Rank-1 Bid Value'
5	Entity -Start-Price	L1 Quoted price
6	Minimum Bid-Decrement(Value in Currency) To be decided by BSNL,RTTC.
7	Display of 'Pseudo Identity' of Bidders during bidding period	To all Bidders, as well as, BSNL's officers.
8	Display of Bidder's own current Rank	Yes

Note: Parameters at S. No. 6 shall be confirmed after opening & evaluation of Financial bid parts.

4. Other Instructions

Tender No: RHD/EAM/2020-21/HK-TENDER-2020 Dated at XX.XX.2020

For further instructions, the vendor should visit the home-page of the CPP portal (<https://etenders.gov.in>),

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS as there could be last minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

5. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- Broadband connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s) for users.

SECTION VII

SUMMARY OF SALIENT ASPECTS

- [1] Validity of offer 180 days from the date of submission
- [2] Period of Contract 12 months (Extendable to another one year in two (2) spells of six (6) months each as per agreement and mutual consent at same rates, terms and conditions of tender)
- [3] Date of commencement Within 14 days from the date of letter of Acceptance
- [4] Earnest Money deposit Rs. 40,000/-
- [5] Cost of Tender document Rs. 590/-
- [6] Security deposit 10% of the annual cost of the tender at approved tender rates.
- [7] Installment of security deposit The security deposit shall be released upon virtual completion of the contract period.
- [8] Rate of interest for delayed payment Nil
- [9] General:
- A. Tools/implements will be not be supplied by the BSNL, RTTC, Hyderabad.
- B. Uniforms to be provided for working staff by the contractor.
- C. PGM&Principal, RTTC, HYD has the right to add /delete areas stated herein
- D. All Annexures should be properly read and filled by the contractor.
- E. Contractor is advised to visit the site and then quote the rates.

Signature of the Tenderer with seal

Signature of the Tenderer with seal

SECTION VIII (Annexures)

ANNEXURE - A

Details of the Bidder

.....
.....
(Write in Capital letters only)

VENDOR CODE IN BSNL (If any) : _____

[1]Name of the Tenderer / Firm: _____

[2]Address of the Firm/Agency: _____

[3]Phone Particulars : Mobile No: _____

Phone No: Office _____

FAX: _____

Email id _____

[4]Service Tax registration No. & date: _____

[5]PAN Number: _____

[6]E.M.D. Particulars: Amount of: Rs. _____/-

(Rupees _____ Only

Demand Draft .No_____

Date_____

Name of the bank &Branch_____

[7]EPF No. & Date : _____

[8]ESIC No. & date : _____

[9]Labour License No : _____ Valid up to_____

[10]List of major clients if any: _____

Any other information/documents that may help the BSNL in assessing the tenders capabilities for supplying the item.

[11]Details of Past Experience: _____

12.Status of bidder: _____(proprietorship/ Partnership/HUF or a Limited Company etc.)

13.Name of the authorized signatory who is empowered to sign the agreement, Documents and correspondence with BSNL: _____

Tender No: RHD/EAM/2020-21/HK-TENDER-2020 Dated at 21.12.2020

[14]Having read the conditions of contract, the receipt of which is hereby duly Acknowledged, I/ We understand conditions of contract and applications for sum shown in the schedule of prices attached herewith and made part of this bid.

[15]We undertake to enter into agreement within 14 days of being called upon to do so and bear all expenses including charges for stamps etc. and agreements will be binding on us.

[16]If our bid is accepted we will submit Security Deposit for sum not exceeding 10% of the contract sum for the due performance of the contract.

[17]We agree to abide by this bid for a period of 180days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

[18]Until the agreement is signed and executed, as per our written acceptance thereof with reference to your notification of acceptance of the bid, the offer made through this bid shall continue and binding on us.

[19]Bid submitted by me/us is properly prepared so as to prevent any subsequent replacement.

[a]We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this _____ Day of _____ 2021.

I / we hereby agree to abide by all the conditions mentioned in the tender schedule.

Signature of Bidder

ANNEXURE - B
COMPLIANCE REPORT

To
The Principal,
R.T.T.C., Hyderabad.

Sub: - Regarding tender for "Providing Services of Sweeping/Cleaning/ House Keeping under the Principal General Manager & Principal, RTTC, Hyderabad for house keeping services in Administrative building ground floor, Toilets in Admn Building ground floor, Godavari Hostel rooms, corridor and Toilets, Security room, Engine Alternator room ,External (Open) Areas/ Lawn in RTTC Campus, Hyderabad - in and around Admin. Building, Hostel and it's structures and open areas with in the buildings like corridors, terrace, water sumps etc, and external areas which include connecting and approach roads, plants and carpet grass etc and avoiding leakages and ensuring regular supply of water to plants maintaining cleanliness, and upkeep in the premises"

Dear Sir,

I have gone through the complete terms and conditions of the Tender for "Providing Services of Sweeping/Cleaning/ House Keeping under the Principal General Manager & Principal, RTTC, Hyderabad for house keeping services in Administrative building ground floor, Toilets in Admn Building ground floor, Godavari Hostel rooms, corridor and Toilets, Security room, Engine Alternator room ,External (Open) Areas/ Lawn in RTTC Campus, Hyderabad - in and around Admin. Building, Hostel and it's structures and open areas with in the buildings like corridors, terrace, water sumps etc, and external areas which include connecting and approach roads, plants and carpet grass etc and avoiding leakages and ensuring regular supply of water to plants maintaining cleanliness, and upkeep in the premises" and accept the same. I am herewith enclosing.

Bank Demand Draft No. Dated

Drawn on Bank

for Rs./- along with the tender as earnest money.

Place:

Date:

Signature of Bidder

Name:

ANNEXURE - C
PERFORMANCE SECURITY GUARANTEE BOND FORM

In consideration of the **Principal, RTTC, BANL** (hereinafter called "the **RTTC, BSNL**") having agreed to exempt _____ (hereinafter called the said Contractor(s)) from the demand under the terms and conditions of an agreement/ No. _____ Dated _____ made between _____ and _____ for two and half years for the work of _____ (hereinafter called 'the said Agreement'), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for _____ we, (Name of the Bank) _____ (hereinafter referred to as 'the Bank') at the request of _____ (contractors do hereby undertake to pay to the **RTTC, BSNL** an amount not exceeding _____ against any loss or damage caused to or suffered or would be cause to or suffered by the **RTTC, BSNL** by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

This performance Security Guarantee Bond is submitted for fulfillment of the Tender "Providing Services of Sweeping/Cleaning/ House Keeping under the Principal General Manager & Principal, **RTTC, BSNL**, Hyderabad for house keeping services in Administrative building ground floor, Toilets in Admn Building ground floor, Godavari Hostel rooms, corridor and Toilets, Security room, Engine Alternator room , External (Open) Areas/ Lawn in **RTTC** Campus, Hyderabad - in and around Admin. Building, Hostel and it's structures and open areas with in the buildings like corridors, terrace, water sumps etc, and external areas which include connecting and approach roads, plants and carpet grass etc and avoiding leakages and ensuring regular supply of water to plants maintaining cleanliness, and upkeep in the premises" Tender No: RHD/EAM/2020-21/HK-TENDER-2020

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 **RTTC, BSNL** stating that the amount claimed is due by way of loss or damage cause to or suffered by the **RTTC, BSNL** by reason of breach by the said contractor(s) of any terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the **RTTC, BSNL** in these count shall be final and binding on the bank. However our Liability under this guarantee shall be restricted to an amount not exceeding _____.

We undertake to pay to the **RTTC, BSNL** any money so demanded not withstanding any dispute or dispute raise by the contractor(s)/ supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond 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 remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the **RTTC, BSNL** under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till **RTTC, BSNL** _____ certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of 2 ½ Years from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

Tender No: RHD/EAM/2020-21/HK-TENDER-2020 Dated at 21.12.2020

We (Name of the Bank) _____ further agree with the **RTTC,BSNL** that the **RTTC,BSNL** shall have the fullest liberty without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable the **RTTC,BSNL** Against and said contractor(s) and forbear or enforce any of the terms and conditions 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, act or omission on the part of the **RTTC,BSNL** or any indulgence by the **RTTC,BSNL** to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/ supplier(s).

We (Name of the Bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the **RTTC,BSNL** in writing.

Dated the _____ day of-----

for _____

(Indicate the name of the Bank)

Signature of the tenderer

Tender No: RHD/EAM/2020-21/HK-TENDER-2020 Dated at XX.XX.2020

ANNEXURE - D

Advance Stamped Pre Receipt

Received with thanks from the Accounts Officer (Cash), O/o CGM, Telangana Telecom Circle, BSNL Hyderabad the sum of` _____/- (Rupees _____ only) towards the refund of EMD paid at the time of submission of tender vide your receipt no. _____

Signature of the tenderer

Place:

Date:

ANNEXURE - E

Certificate regarding downloading of Tender document from Internet.

I/We _____ authorized signatory hereby declare that the tender document submitted has been downloaded from the websites: <https://etenders.gov.in> , <http://telangana.bsnl.co.in> and the bids submitted through <https://etenders.gov.in>, no additions / deletions / corrections has been made in the proforma downloaded. Further if any modification in the tender schedule is noticed, the bid may be rejected irrespective of that whether the tender is under evaluation of awarding stage or awarded or at any stage as per the decision of the the Pr.GM & Principal, RTTC, Hyderabad. The decision of the Pr. GM & Principal, RTTC, Hyderabad is final and binding on both sides. The EMD/SD paid by me can be forfeited. I/We also declare that I/We have enclosed a DD with _____ no. _____ for Rs. _____ dated _____ drawn on _____ towards the cost of tender document with this bid.

Signature of the tenderer

Place: Date:

ANNEXURE - F

Experience Certificate

No.:.....

Dated:.....

Sub. - Experience Certificate. (To be submitted year wise in the enclosed proforma-F).

It is certified that M/s.....(address)

House Keeping job of the building/ institution/ firm/ in

from dated to The work of M/s

..... was Satisfactory/ very good/ excellent for above period. The total area maintained by M/s.....

was.....sq. feet and the bid amount paid to him in the above said period

was Rs.(Rupees).

M/s

address..... is at

present engaged/ not engaged in our institution.

Signature of the Employer/ Authorised Signatory. Address of the office.....

..... Stamp.....

Signature of the bidder

ANNEXURE - G

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To

**The Divisional Engineer (Admn), Bharat Sanchar Nigam Ltd,
RTTC, Hyderabad,500032.**

Sub: - Authorisation for attending bid opening on XX.XX.2020 in the tender of "Providing Services of Sweeping/Cleaning/ House Keeping under the Principal General Manager & Principal, RTTC, Hyderabad for house keeping services in Administrative building ground floor, Toilets in Admn Building ground floor, Godavari Hostel rooms, corridor and Toilets, Security room, Engine Alternator room ,External (Open) Areas/ Lawn in RTTC Campus, Hyderabad - in and around Admin. Building, Hostel and it's structures and open areas with in the buildings like corridors, terrace, water sumps etc, and external areas which include connecting and approach roads, plants and carpet grass etc and avoiding leakages and ensuring regular supply of water to plants maintaining cleanliness, and upkeep in the premises".

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

Order of preference	Name	Specimen Signature I.
----------------------------	-------------	------------------------------

.

Alternate Representative

Signature of bidder or

Officer authorised to sign the bid documents on behalf of the bidder Note:

Note: 1. Maximum of 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 representatives are not able to attend.

Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

Signature of the bidder

ANNEXURE - H

Non Participation of near relatives of BSNL employees in the tender / execution of works in BSNL units.

I S/o.

R/o.

hereby certify that none of my relative (s) as defined in **Clause No. 23 of Section-3** of the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, if it is found that the information given by me is false/ incorrect, **RTTC,BSNL** shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

BIDDER'S SIGNATURE & OFFICIAL SEAL/ STAMP

ANNEXURE - I

DECLARATION OF NON-BLACKLISTED IN GST

**To
The Divisional Engineer (Admn),
Bharat Sanchar Nigam Ltd.
RTTC, Hyderabad,500032.**

I/We _____ authorized signatory of the
_____ (name of the firm / Individual) _____ hereby declare that we are regularly
filing the GST returns and I / We / firm is/are not blacklisted by the GST authorities as on the date of signing this
declaration.V

Signature of the bidder with date

or

Officer authorised to sign the bid with date

Official Seal/ Stamp

Place: _____ Date: _____

Note: without the date the declaration is not valid

SECTION - IX

FINANCIAL BID

(To be filled separately only in Financial Bid. Tender will be rejected if rates quoted in Technical bid)

"Providing Services of Sweeping/Cleaning/ House Keeping under the Principal General Manager & Principal, RTTC, Hyderabad for house keeping services in Administrative building ground floor, Toilets in Admn Building ground floor, Godavari Hostel rooms, corridor and Toilets, Security room, Engine Alternator room ,External (Open) Areas/ Lawn in RTTC Campus, Hyderabad - in and around Admin. Building, Hostel and it's structures and open areas with in the buildings like corridors, terrace, water sumps etc, and external areas which include connecting and approach roads, plants and carpet grass etc and avoiding leakages and ensuring regular supply of water to plants maintaining cleanliness, and upkeep in the premises".

Basic Price mentioned for sweeping and cleaning services is as per the present basic Minimum wages communicated vide Chief Labour Commissioner (C), Ministry of Labour & Employment, New Delhi Lr. no : 1/38(5)/2018-LS-II, dt. 28.09.2018 with applicable area 'A'.

Description of work	Charges per month excluding GST	
	In figures	In words
Sanitation/ House Keeping Services as per the specifications at Section II.		

Place:

Date:

Signature of the tenderer

Note:Quoted Rates should be with all the jobs of House Keeping & manning of the persons as specified in the **specification, special terms & conditions of Section-4** of the tender document, surcharges, taxes, duties, Levies (both present & future) etc. **excluding GST.**

The employer share of EPF & ES I is to be borne by the bidder himself.

The GST is will be paid as applicable by GST laws in force.

Signature of the tenderer

SECTION-X
AGREEMENT PROFORMA

This agreement is made on _____ between **Pr. General Manager & Principal, RTTC, Hyderabad** (here in after referred to as **RTTC,BSNL**) herein called as the **FIRST PART**

And

_____ which expression shall include its administrators, successors, executors and permitted assigns herein called as the **SECOND PART**.

AND WHEREAS the contractor has participated in the tender enquiry "Providing Services of Sweeping/Cleaning/ House Keeping under the Principal General Manager & Principal, RTTC, Hyderabad for house keeping services in Administrative building ground floor, Toilets in Admn Building ground floor, Godavari Hostel rooms, corridor and Toilets, Security room, Engine Alternator room ,External (Open) Areas/ Lawn in RTTC Campus, Hyderabad - in and around Admin. Building, Hostel and it's structures and open areas with in the buildings like corridors, terrace, water sumps etc, and external areas which include connecting and approach roads, plants and carpet grass etc and avoiding leakages and ensuring regular supply of water to plants maintaining cleanliness, and upkeep in the premises" Tender No: RHD/EAM/2020-21/HK-TENDER-2020 and accepted the proposed rate of _____/- (Rupees _____ only) per month for the works of PART-A of price schedule, exclusive of GST.

The contractor has submitted the performance bank guarantee

_____ for an amount of
Rs. _____ /-(_____ only) issued by Bank of
_____ towards Tender security Deposit.

This agreement is effective from _____.

NOW THEREFORE THIS DEED WITNESS AS UNDER

THE OTHER TERMS AND CONDITIONS ARE AS UNDER

The workers employed by the tenderer shall be polite, well behaved and respectable to the employees from BSNL and other organizations, visitors and other residents and workers in the RTTC Campus, Hyderabad.

The workers employed by the tenderer shall have good character and record. They should also be free from communicable diseases.

The tenderer will be responsible for all the Central and State Government's statutory obligations of labour laws such as Payment of minimum wages, ESI, Provident Fund etc. The BSNL Authority will not be responsible for any violation of labour laws by the tenderer. The tenderer shall maintain appropriate & relevant records regarding statutory obligations of labour laws and produce the same to the BSNL Authority on demand.

The BSNL Authority will not reimburse any charges or compensate for the loss of the material or the injuries suffered by the workers engaged by the approved tenderer for housekeeping works during the period of agreement.

The tenderer shall be responsible for the loss of any items and compensate in full the loss sustained by RTTC on account of damage/loss of material during discharge of House Keeping activities.

The tenderer shall make arrangement for cleanliness of all the areas as specified by the RTTC Authority on all the week days including holidays and Sundays (care should be taken not to violate labour norms) during the timings mentioned in Schedule at Section -II. The tenderer shall ensure that cleanliness is maintained all the time at all the places as specified by the RTTC Authority.

The responsibility for the safety of workers engaged by the tenderer at O/o Pr.GM & Principal, RTTC, Gachibowli, Hyderabad shall be entirely of the tenderer only.

In case the tenderer fails to comply with any terms and conditions of the agreement with regard to quality of work and materials supplied / used, etc, which shall be reviewed on daily basis, a penalty at the rate of 2.5% to 10% of monthly agreed amount, depending on the extent of failure shall be levied for each days failure and such occasions should not repeat. In exceptional circumstances the BSNL authority has discretion to consider not more than 3 such occasions in a year of service. Non performance / cleaning not up to the satisfaction of BSNL authorities / the frequency of cleaning not as per the schedule shall constitute as a failure. The extent of penalty is decided by Pr.GM & Principal, RTTC, Gachibowli, Hyderabad .

The cost of any damage to the property or material supplied by RTTC caused by the contractor/tenderer or his persons working during the execution of the contract, as decided by the Pr.GM & Principal, RTTC, Gachibowli, Hyderabad, is recoverable from the contractor/tenderer. Repeated non-compliance with any terms and conditions of the agreement shall warrant forfeiture of Security Deposit in addition to the above penalty as decided by the Pr.GM & Principal, RTTC, Gachibowli, Hyderabad .

The service provider shall not assign or sublet the contract or any part thereof without having obtained the permission in writing of P Pr. **General Manager & Principal, RTTC, Hyderabad** shall be at liberty to refuse to grant such permission, if he thinks fit.

The remaining terms and conditions are as per the tender document.
Signed and delivered for and on behalf of Bharat Sanchar Nigam Limited by

Divisional Engineer (Admn), RTTC, Hyderabad

Signature of the tenderer

Signature with seal

Signed on behalf of contractor by Sri _____

In presence of
Witness

1. _____ Signature:

2. _____ Signature:

SECTION-XI CHECK LIST

The following documents are to be uploaded/submitted in the e-tender.

- 1.Letter of Authorization for attending to bid opening (Annexure-G) to be handed over at the time of Bid Opening. []
- 2.Proof of purchase of bid Document (Payment of Tender document Fee). []
- 3.Proof of Past performance in State/Central Government or Public Sector under takings or any reputed firm.(As per Annexure F) []
- 4.Details of present commitments giving contract value, details of purchaser. []
- 5.Bidder all pages signed copy of the bid document. []
- 6.Solvency certificate or Banker's Certificate in original for 25 Lacs. []
- 7.Copy of Power of Attorney to sign on all the pages of the Bid Document []
- 8.Partnership deed in case of partnership firm. []
- 9.Turnover Certificate or IT Returns of the last two years. []
10. Bid security for Rs. 40,000/- (**Rupees fourty thousand only**) in the form of **Cash receipt /DD drawn** from any Nationalized bank in the favour of "AO[Cash] % CGMT,BSNL,HD" or exemption certificate []
- 11.MSME/NSIC/Udyog Aadhar registration Certificate, if applicable. []
- 12.GST registration Copy. []
- 13.ESI Registration Certificate. []
- 15.PF Registration Certificate. []
- 16.PAN Card Copy. []
- 17.Latest License Copy from Labour Commissioner. []
- 18.Firm registration certificate []
- 19.Annexures - 'A', 'B', 'D', 'E', 'F','H',and 'I' []
- 20.Template Financial Schedule (APPENDIX,Section-IX). []
- 21.A self-declaration along with evidence that the bidder is not block listed by the GST Authorities. []

All the above documents are to be submitted duly attested by the Bidder.