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# Tender No: 731-76/2018-19/Genl/III/11 Dated: - 21-01-2019

## Notice Inviting Tender

Wax/Tape sealed tenders are invited by CGMT J&K Circle BSNL Jammu from eligible contractors for sweeping /cleaning /dusting of office complex of CGMT J&K Circle situated at North Block Bahu Plaza 3rd & 4th floor Rail Head Complex Jammu having an area of 14000 sq ft. apprxly for a period of 12 months as per details given below -

|  |  |  |  |
| --- | --- | --- | --- |
| S. No | Name of Tender | Estimated Cost of the tender | E.M.D to be deposited |
| 1. | Cleaning/Sweeping/Dusting of office complex of CGMT Jammu | Rs 1,99,000 /-(One Lakh Ninety nine thousand only) including GST | Rs. 4975/-(Rupees Four Thousand nine hundred seventy five only) |

Tender document can be downloaded by the interested bidders from (i) [www.jandk.bsnl.co.in](http://www.jandk.bsnl.co.in) (ii) [www.eprocure.gov.in](http://www.eprocure.gov.in) / eprocure / app and to be submitted as per schedule given below and as described in the Section I -

The Date and time of download of tenders: - Up to **14:55 hrs of 14-02-2019**

The Date and time of bid submission and

Closure of Tender Box: - **15:00 hrs of 14-02-2019**

The Date and time of opening of tenders: - **15:30 hrs of 14-02-2019**

Cost of Tender document = **Rs. 500+18% GST = Rs. 590/-**

 Asstt. General Manager (Admn)

 J&K Circle, Jammuu

**Signature of bidder with seal**

**Section-I**

# INSTRUCTIONS TO BIDDERS

1. **TECHNICAL ELIGIBILITY (Self attested)**
	1. The bidder should have experience of sweeping/cleaning works in Govt/Semi Govt/ PSU/ Reputed Private agencies amounting not less than rupees one lakh during the last three years.
	2. Copy of Labour license.
	3. Copy of PAN Card or TAN No.
	4. No Relative Certificate on required Performa as in section - VI
	5. GST registration certificate.
2. **Bid Form**

 The bidder shall complete the Bid Form in section IV and the appropriate price schedule furnished in the financial bid document as per price schedule Section-V

**3) Bid Price.**

1. The contractor shall quote price as per schedule given in section-V.
2. The price quoted by the bidder shall remain fixed during entire period of contract & shall not be subject to variation on any account.

 **4).** **Bid Security**

**4.1** The bidder must deposit EMD of Rs. 4975/- or in cash to AO (CBA-I) and receipt of same is to submitted along with tender.

**4.2** The unsuccessful bidder’s bid security will be discharged after signing of the contract satisfactorily by the successful bidder.

**4.3** **The Bid Security may be forfeited**:

**a)** If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.

**b)** If the successful bidder fails

 **i)** to sign contract in accordance with clause 9.1 of section-II of bid document.

 **ii).** to furnish performance security in accordance with clause 2 of Section-III of bid

 document

 **4.4.** Cost of Tender document Rs. 500 + 18% GST = Rs. 590/- which is to be paid in the form of demand draft from Nationalized Bank drawn in favour of AO(CBA –I) BSNL O/o CGMT J&K Circle Jammu or in cash to AO(CBA-I ) Circle office Jammu and the receipt of the same is to be submitted along with the tender.

**Sig. of bidder with seal**

 **Format and signing of bid**.

 **5).** The bid shall be signed by the bidder. 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.

 **6). Submission of bid.**

 **SEALING AND MARKING OF BIDS:**

**6.1**. The bid is to be submitted in wax sealed/ Tape sealed envelopes containing the following documents in separate wax sealed /Tape sealed envelope super scribed and described as under:

**6.2 Envelope No. I (Technical Bid): It should contain -**

1. Earnest Money for Rs. 4975/- as Bid Security in the form of Demand Draft in favour of AO (CBA-I) BSNL O/o CGMT, Jammu. Or cash receipt for Rs. 4975/- with AO (CBA-I) O/o CGMT Jammu
2. Certificate/Documentary proofs as per Technical Eligibility in accordance with clause –I of section -I
3. Tender document i.e. Terms & Conditions duly signed on each page.

**6.3 Envelope No. II (Financial Bid):**

The financial bid will contain the tender form having quoted rates. The rates should be quoted in Section-V of tender form as per schedule given in section-V.

**A)** The envelopes I & II shall be duly super scribed as Tender of Sweeping/Cleaning and properly sealed with pvc tape/sealing wax separately. Both the envelopes I & II shall be then placed in another pvc tape/wax sealed third envelope duly super scribed as **“Tender for Sweeping cleaning in O/o CGMT BSNL Jammu”.**

**B)** The tenders should be addressed to AGM (Admn) O/o CGMTJ&K Circle, 4th Floor, North Block, Bahu Plaza, Jammu and to be submitted as per the schedule described below –

Tender should reach by post on or before 15:00 hrs of 14.02.2019 or to be dropped in person in the Tender Box placed in the O/o AGM (Admn) O/o CGMT Jammu on 14.02.2019 up to 15:00 hours.

It is to be noted by the interested bidders that the Closure time/ date of downloading of tender documents by the bidders from [e-tender portal](http://www.jandk.bsnl.co.in) is 05 minutes before the last time / date of bid submission i.e. up to 14:55 hrs on 14.02.2019.

The Envelope No. I (Technical Bid) and Envelope No. II (Financial Bid) shall be:

1. Addressed to Purchaser at the following address:

**Sig. of bidder with seal**

 **AGM (Admn) O/o CGMT J&K Circle, 4th floor, North Block, Bahu Plaza,**

 **Jammu.**

1. The Envelope No. I (Technical Bid) and Envelop No. II (Financial Bid) shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as received late or found ineligible.
2. Tenders can either be sent by Registered Post or delivered in personal. The responsibility for ensuring that tenders are delivered in time would vest with the bidder.
3. Bids delivered in person shall be dropped in tender box placed in Office Chamber AGM(Admn) O/o CGMT Jammu on or before 15:00 hours of due date. The purchaser shall not be responsible if bids are delivered elsewhere.

**6.4)** If the envelope is not sealed and marked as required in the clause 6.1 and 6.2 of

 section-II, the Purchaser shall not accept the bid. In case the inner envelope is not sealed and marked as required in the clause 6.1 and 6.2, the bid shall be rejected.

**7) Bid opening**

 BSNL shall open bids in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date (at their own cost).The bidder shall submit authorization letter to this effect before they are allowed to participate in bid opening (Format is given in section-IV). Financial bids of only those bidders will be opened whose Technical bids are in order.

 **8) Award of Contract**

**8.1** BSNL shall consider placement of letter of intent to only the bidders whose offer has been found technically, commercially and financially acceptable. The bidder shall within 10 days of issue of letter of intent, give his acceptance along with performance security.

 **8.2** In case of failure of the lowest bidder to accept the letter of intent, purchaser may place the order on next higher bidder and such bidder is free to accept the letter of intent.

**9).** **Signing of Contract**

 **9.1** Signing of Agreement shall constitute the award of hiring contract on the bidder.

 **9.2** On acceptance of the tender, the EMD will be refunded .The successful bidder shall be required to make the security deposit for an amount of 5% of Tendered value in the shape of DD from Nationalized Bank/Cash receipt which should be in the name of AO(CBA-I) % CGMT Jammu.

**Sig. of bidder with seal**

 **9.3** If the Tenderer fails to deposit the performance Security and enter into an agreement within stipulated period, the EMD shall stand forfeited, unless the time given is extended by the CGMT J&K Circle Jammu for valid reasons.

**9.4.** The performance security deposit shall bear no interest and shall be refunded to the contractor after expiry of validity of Tender subject to receipt of necessary certificates from AGM (Admn) O/o CGMT J&K Circle, Jammu about satisfactory performance of all works related to the contract unless it is extended by the CGMT BSNL J&K Circle,Jammu.

**10.** **Annulment of Award**

Failure of the successful bidder to comply with the requirement of clause 11 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSNL may make the award to any other bidder at the discretion of BSNL.

1. **Period of validity of bids**
2. The bid shall remain valid for 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.
3. **Payment Terms**

The monthly payment will be made to the contractor on raising the bill against sweeping cleaning works after check & verifying by the concerned officer. The controlling officer will give the certificates on the bill for satisfactory performance as per tender conditions. Taxes as applicable will be deducted from each bill of the contractor.

**Sig. of bidder with seal**

**Section-II**

# GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

**1. Application**

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified in the tender document & NIT.

**2. Performance Security**

**2.1** The successful bidder shall be required to deposit an amount equal to 5% of the approved price of contract value within 10 days of conveying BSNL’s intension for accepting the bid as Performance Security.

2.2 Performance Security shall be submitted in the form of Demand Draft from Nationalized Bank/Schedule Bank Drawn in favor of AO(CBA-I) O/o CGMT BSNL J&K Circle, Jammu or cash receipt in the name of AO(CBA-I) O/o CGMT Jammu.

**2.3** Performance Security will be discharged after completion of contractor’s performance obligations under the contract.

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

# 3. Execution Time Limit

The time period as stipulated in the contract i.e (Twelve) months

**4. Termination of Contract**

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

**(a)** If the contractor fails to arrange the execution of any or all of the work of sweeping cleaning within the period(s) specified in the contract or any extension thereof granted by BSNL.

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

 contract.

**4.2** BSNL may without prejudice, to other rights under law or the contract provided get the similar work done from the market/ any other source at the risk and cost of the contractor, in above circumstances.

**5. Termination for insolvency**

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

**6. Arbitration**

 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of CGMT J&K Telecom Circle of Bharat Sanchar Nigam limited & venue of same will be at Jammu.

Sig. of bidder with seal

**7.** In case of the date fixed for opening of bids is subsequently declared as a holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

**8.** No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as

 a) Members of a Hindu Family.

 b) They are Husband & Wife.

 c) The one is related to the other in the manner as Father, Mother,

 Son(s), Son’s Wife (Daughter-in-law), Daughter(s) & Daughter’s

 Husband (Son-in-law), Brother(s) & Brother’s Wife, Sister(s) &

 Sister’s Husband (Brother-in-law).

**9.** The Tenderer (s) should furnish a certificate to the effect that none of his/her relative is working in the units of BSNL as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

**10.** The tenderer should also intimate the names of persons if any who are working with him in anycapacity and are near relatives of any Gazetted Officer in BSNL or in the Ministry of Communication as per section-VII of the tender document. The breach of this condition would entail cancellation of his/her tender.

**11.** The tenderer will furnish his local telephone or Mobile number (i.e. in Jammu) working on his name.

**12.** The tenderer must be registered with Sales Tax Department and must provide his GSTN number in his tender.

Sig. of bidder with seal

**13. Mode of execution of the contract:**

**13.1**. **Scope of work**

#### The Tenderer should familiarize himself fully with the scope of work before quoting the rates. It involves broadly cleaning job as detailed below and else where in the tender.

**13.2** The covered and uncovered area of 14000 sq feet has to be cleaned /swept before

 09.30 A.M daily. The covered areas consist of office rooms, veranda, staircases etc. Interested parties may like to have on spot assessment of the complete area/space to be cleaned for office complex so that the amount of job involved is understood clearly and without confusion & rates ought to be quoted in the given format only. Cleaning/sweeping/dusting etc in the whole of complex means all furniture items ,windows sills, all mechanical, electrical and other equipment, doors and windows beside lawns and bath & other items of work ordered by office-in charge. The tenderer may visit the office on any working day and see for himself to get the clear idea of the job involved. Phenyl will be utilized for wet cleaning daily for covered area and for W.C’s urinals/drains.

**13.3** If area where equipment is installed is to be cleaned with vacuum cleaner or as per the instructions of the controlling officer; the vacuum cleaner is to be provided by controlling officer.

**13.4** Dusting and cleaning of all offices includes cleaning & dusting of tables and chairs, spider webs ,windows, partition walls, ventilators, doors , fans, bulbs, tub lights telephones, files, fitting & all other items in the office etc.

**13.5** The toilets and urinals pots are to be washed daily with phenyl & detergent and then cleaned with wet cloth along with side tiles all days of the year.

**13.6** All the material required for cleanliness i.e. Naphthalene ball, odonil, Liquid phenyl, bamboo sticks, TAT/Duster cloth for mopping of floors of dusting purpose etc., in the building will be supplied by the BSNL

**13.7** The contractor will abide by provisions of all applicable laws while deploying the part-time labor for doing the entire work individually for doing the jobs of cleaning covered/uncovered area, toilets & urinal pots.

**13.8** **The uncovered area** will be cleaned in normal methods viz. sweeping the whole area as specified.

**13.9** **Identification:** The contractor will provide the men on job an identification card of his own.

**Signature of bidder with seal**

**14. LIABILITIES OF THE CONTRACTOR**

**14.1** During the period of the contract the contractor shall at his own cost, employ and pay the workers or other persons for the above said work.

**14.2** All the workers deployed by the contractor shall receive all the instructions from the contractor or his supervisors for the duties to be carried out by them and for the effective discharge thereof to implement the above said duties or discharge of the said obligations of the contractor.

**14.3** Subletting of any job, part of the job shall not be allowed in any way. No escalation in rates for what so ever reason, statutory or otherwise shall be allowed.

**14.4** BSNL shall not be responsible for any injury suffered by any of the member of workforce of the contractor while performing his duty. The supervisor on duty will be responsible for handling any such eventuality.

**14.5** The contractor shall be bound to replace any man power within a week of being brought to his notice whose work and conduct is not found satisfactory

**14.6.** The contractor will be responsible for any antecedents of the part-time labor employed by him for carrying out the job under the contract.

**14.7.** The ADT (Genl) will be the nodal officer for BSNL to supervise the work of Sweeping/ cleaning/ dusting of the office complex.

**14.8** The successful bidder should get himself registered with labour commissioner and supply copy of the registration number to this office for record.

**15.** The contractor or any member of his workforce involved in the work of BSNL as per contract will not claim for regular employment in BSNL because of their working with the contractor for BSNL works. BSNL will not entertain such claim for any regular/Temporary service..

**16.** The contractor would comply with all the provisions of various Labour Laws & other applicable enactments from time to time. The BSNL will not be responsible for any dispute arising out of contravention of Labour Laws if applicable.

**17.** **Termination of Contract:**

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

**17.2** If the contractor fails to arrange the supply of part-time labor within the period(s) specified in the contract or any extension thereof granted by BSNL.

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

**17.4** BSNL may without prejudice, to other rights under law or the contract provided get the manpower from the market at the risk and cost of the contractor, in above circumstances.

**Signature of bidder with seal**

**18. Termination for insolvency**

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

**19. Payments**

**19.1** The contractor shall normally submit the bill within 10 days for each expired month.

**19.2** Payment of monthly bills duly verified by the respective controlling officer of office/ job for the cleaning will be made after deduction of penalty if any, if the bill is complete in all respects. Payment to the contractor will be made including GST @18% **.**

**19.3** BSNL reserves the right to deduct/ recover excess payment or unrecovered penalty of previous months from subsequent bills.

**20. Penalty**

**20.1** In case of the sweeping/cleaning works performed by the contractor is not satisfied, the controlling officer will have right to impose penalty of 1% of the total value of the bill on monthly basis.

**21.** The contract shall be valid for the period of one year with an option of extension for a

 period of one year on the same rate, terms and conditions by mutual consent .

Sig. of bidder with seal

**Section-III**

 **BID FORM**

**A: (Name & Address of the Purchaser)**

 Dear Sir,

**1.** Having read the conditions of contract and services to be provided No…………. the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of sweeping cleaning in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.

**2**. We undertake, to enter into agreement within 10 days of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.

**3.** If our Bid is accepted, we will deposit the security @ 5% of contract sum in the form of performance security/in the shape of Cash/DD of Nationalize Bank/scheduled bank in favour of AO(CBA-I) O/o CGMT BSNL J&K Circle, Jammu.

**4.** We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiring of that period.

**5.** Until an agreement is signed and executed, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.

**6**. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.

**7.** We understand that you are not bound to accept the lowest or any bid, you may

 receive.

Dated this ……………………..Day of ………………2019

Signature of

In capacity of

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

Witness ……………………………………………………………

Address …………………………………….

Sig. of bidder with seal

**Section-IV**

 **LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

**To**

**AGM (Admn) O/o CGMT**

**J&K Circle,Jammu**

**Subject** – Authorization for attending bid opening on -------------------------- in the Tender for sweeping cleaning in O/o CGMT, Jammu.

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

 **Order of Preference Name Specimen Signature**

I.

Signature of bidder

 Or

 Officer authorized to sign the bid

 Documents on behalf of the bidder

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

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

Sig. of bidder with seal

**Section-V**

**Schedule For Quoting Rate**

**Specification**  **Total Area (In Sq.ft)** **Rate Per month**

{including GST@18%}

**Sweeping/Cleaning/Dusting Appx.area (Rs. in figures\_\_\_\_\_\_\_\_\_\_**

**Of CGM BSNL Office 14000 sq.ft**

**Complex of Bahu Plaza. ------------------------------------**

 **(Rupees in words…………………**

 **Signature of the contractor with seal**

 **GST No:-**

**Note: The rate should be quoted in words as well as in figures only after personally seeing the quantum of work , furniture and fixtures to be swept /cleaned /dusted off.**

Sig. of bidder with seal

 **SECTION VI**

 **UNDERTAKING FOR NO NEAR RELATIVES CERTIFICATE IN BSNL**

 (Certificate to be given by the Bidder in respect of status of employment of his/ her near relative (s) in BSNL J&K Circle)

I, Mr./ Ms. …………………………… …………….. S/o …………….……………… …………………………………… Resident of …………………. ………………………… ………………………………………………………………………………………………

hereby certify that

1. The following persons who are my near relative(s) as defined in the document is/ are employed in BSNL as per details given in tender document.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| S. No. | Name of the person | Designation in BSNL | Employed in O/o | Relation with the Bidder |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |

1. None of my near relative(s) as defined in the EOI document is/ are employed anywhere in BSNL as per details given in EOI 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 notice to me.

 Signature of the Bidder

 with seal

**Note:** In case of proprietorship firm, this certificate will be given by the proprietor, for partnership firm, this certificate will be given by all the partners and in case of Private Ltd. Company, this certificate will be given by all the directors of the company.

Sig. of bidder with seal