Dated: 15th Feb'2014



BHARAT SANCHAR NIGAM LIMITED (A Govt. of India Enterprise) Office of the Chief General Manager Telecom Bhubaneswar-751022

# TENDER DOCUMENT

For Providing Skilled & Semi-Skilled manpower for carrying out

different jobs

at RRC, Bhubaneswar

# Tender No:-AGM/RRC/WORKS/13-14 Dated:- 15.02.2014

Cost of Tender Document: -Rs.525/-(i.e Tender document Cost Rs.500/- and VAT @ 5% i.e. Rs.25/-)

Total number of Pages: -33

PLEASE VISIT US AT www.orissa.bsnl.co.in

Read, understood, complied & agreed

TENDER No: AGM/RRC/WORKS/13-14

Dated: 15th Feb'2014

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Read, understood, complied & agreed

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Dated: 15th Feb'2014



BHARAT SANCHAR NIGAM LIMITED (A Govt. of India Enterprise) Office of the Chief General Manager Telecom, Odisha Circle, Bhubaneswar-751022.

# SECTION-I

# <u>Part-A</u> <u>DETAILED NOTICE INVITING TENDER (DNIT)</u>

#### <u>Tender for Providing Skilled & Semi-Skilled manpower for carrying out different activities</u> <u>at RRC, Bhubaneswar</u>

Wax/Tape Sealed tenders are invited from eligible bidders by CGM, Odisha Telecom Circle, for and on behalf of Bharat Sanchar Nigam Limited(BSNL) for carrying out various works on job contract basis at RRC, Bhubaneswar.

SI#	Item	Particulars	
1	Tender Notice No & date	AGM/RRC/WORKS/13-14 Dated:- 15.02.2014	
2	Tender item	Providing Skilled & Semi-skilled manpower for carrying out different jobs at RRC, Bhubaneswar .	
3	Estimated value of Tender	Rs.2,77,200/- (Excluding Service Tax)	
4	Tender Document can be downloaded from website	www.orissa.bsnl.co.in	
5	Tender Document can be downloaded from date	17.02.2014	
6	Tender Document can be purchased from SDE(RRC):	From: 17.02.2014 To : 10.03.2014	
6	Date of receipt of queries from bidders	Up to 23.02.2014	
7	Reply of queries by BSNL	02.03.2014	
8	Last Date of Submission of Tender document	10.03.2014 up to 12 Hrs.	
9	Date & Time of Opening of Tender (Technical Bid only)	10.03.2014 at 15 Hrs.	
10	Amount of Bid Security (EMD).	<b>Rs.5,544/-</b> (Rupees Five thousand five hundred forty four only) in the form of a crossed Demand Draft /Bankers Cheque drawn in favour of the Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Circle and payable at Bhubaneswar.	
11	Cost of Tender Form	<b>Rs.525/-(Rupees five hundred twenty five only)</b> - Non- Refundable. The payment will be accepted in the form of crossed Demand Draft /Bankers Cheque drawn in favour of the <b>Accounts Officer (A&amp;P)</b> , <b>BSNL</b> , <b>O/o CGMT</b> , <b>Odisha</b> <b>Circle</b> and payable at <b>Bhubaneswa</b> r only.	

Read, understood, complied & agreed

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#### 1. SCOPE OF WORK:

The contractor shall carry out various works on job contract basis as per terms and conditions mentioned herein after i.e as per Sec-II, Part-A.

2. Tender bids received after due time & date will not be accepted.

#### 4. Eligibility Criteria: -

- a) The bidder should submit an undertaking to the effect that **none of their relatives** are working in DOT/BSNL as per Sec -VII(B).
- b) Experience Certificate showing value of works on job contract basis not less than <u>6</u> <u>lakhs</u> in the two previous financial years issued by an officer not below the rank of Dy. General Manager or equivalent rank of any Central Govt./ State Govt./PSUs. Here work means various works on job contract basis in BSNL.
- c) The bidder should have **PAN card** of the firm/individual in case of proprietorship.
- d) The bidder should have **Service Tax Registration Certificate** with proof of upto date payment.
- e) The bidder should have valid **Labour License** under contract Labour Act 1970 (R & A) (Central Govt.)
- f) The bidder should have **EPF & ESI Registration certificate** with proof of up-todate payment.

#### 5. Bid Security/EMD:

The bidder shall furnish the bid security/EMD in one of the following ways:-

- (a) Demand Draft/ Banker's cheque drawn in favour of Accounts Officer (A&P), O/o the CGMT, BSNL, Odisha Circle and payable at Bhubaneswar".
- (b) Bank Guarantee from a scheduled bank drawn in favour of the Chief General Manager Telecom, BSNL, Odisha Telecom Circle, Bhubaneswar which should be valid for 150 + 30=180 days from the tender opening date.

#### 6. Date, Time & Place of Submission of Tender bids:

The tender papers can be obtained from SDE (RRC) up to 11.00 hrs of 10.03.2014. The bid prepared in accordance of bid document should be submitted to **AGM (RRC)**, **O/o CGMT, Odisha Telecom Circle, BSNL, Bhubaneswar-751022**, on or before 12.00 Hours of 10.03.2014 in a sealed cover superscribed with "**Tender for carrying out various works on job contract basis**".

In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders through a notice displayed in our website <u>www.orissa.bsnl.co.in</u>.

Amendments, if any, to the tender document will be notified in the above website as and when such amendments are made. It is the sole responsibility of the bidders who have

Read, understood, complied & agreed

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TENDER No: AGM/RRC/WORKS/13-14

downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

7. Date, Time & Place of opening of Tender Bids: On 15:00 Hrs of Dt.10/03/2014.

The tender will be opened on10.03.2014 day at 15.00 Hours at **RRC, 2nd Floor, Room No. 208, Door Sanchar Bhawan, Unit-9, Bhubaneswar** in the presence of bidders or their duly authorized representatives, who may like to be present at their own cost.

- 8 Incomplete, ambiguous, conditional, unsealed tender bids are liable to be rejected.
- 9 The "*CGMT, BSNL, Odisha Telecom Circle, Bhubaneswar*" reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.
- 10. The bidder shall furnish a declaration in his tender bid that no addition /deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.
- 11 In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily.

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

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

AGM (RRC) O/o CGMT, Odisha Circle, Bhubaneswar -751022. Tel: 0674-2543300, FAX: 0674-2540011.

Read, understood, complied & agreed

TENDER No: AGM/RRC/WORKS/13-14

Dated: 15th Feb'2014

# <u>SECTION-I</u> <u>Part-B</u>

#### BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise) O/o the Chief General Manager, BSNL Odisha Telecom Circle Bhubaneswar-751022

#### NEWSPAPER NOTICE INVITING TENDER (NNIT)

Tender No.AGM/RRC/WORKS/2013-14

dated 15/02/2014

Sealed tenders are invited by the Chief General Manager, BSNL, Odisha Circle, Bhubaneswar from the prospective bidders for the following work:

Name of the work	Quantity	Estimated cost in Rs.
Various works on job contract basis at RRC, Bhubaneswar.		Rs.2,77,200/- p.a. (Excluding Service
	· ·	Tax)

Last date of receipt of tender is 10/03/2014 up to 12.00 Hrs.

For further detailed information, kindly visit our website <u>www.orissa.bsnl.co.in</u>.

AGM (RRC) O/o CGMT, Odisha Circle, Bhubaneswar -751022.

Tel: 0674-2543300, FAX: 0674-2540011.

Read, understood, complied & agreed

Dated: 15th Feb'2014

# SECTION- II (Part A)

#### SCOPE OF WORK

#### General :

The contractor shall carry out Works on job contract basis supplying one skilled and two semi-skilled persons on all working days for **1(one) year** from the date of agreement as per terms and conditions mentioned. The contract shall remain in force initially for one year from the date of commencement. However it may be renewed / extended for further period of another one year on the same rates, terms and conditions.

Read, understood, complied & agreed

TENDER No: AGM/RRC/WORKS/13-14

Dated: 15th Feb'2014

# SECTION- II (Part B)

# **Technical Specification /Requirement**

SI. No.	` Description of work				
	For Skilled Worker:				
1.	Official work & Computerization of about 3000 nos. of data per month for management of C-DOT card inventory system				
2	Clerical works such as preparation of various monthly statements/reports, typing various letters as per requirements etc.				
3	Supervising various Spare Components replacements of PCBs				
4.	Maintenance of Stock Register & Performance Register				
5	Clerical works w.r.to Receipt & Dispatch of cards.				
6	Daily maintenance of software related to various testing of PCBs.				
	For Semi-Skilled Worker:				
1	Measuring & sorting the RNP cards & sort cards .				
2	Testing of various Card Testers on day-to-day basis.				
3	Vacuum Cleaning of sensitive components of PCBs				
4.	Sorting of cards near work bench – 1000 No.s (Approx)				
5	Daily cleaning of test equipments – (14 No.s) and 3 Exchanges (MBM, 256P, 128P RAX Exch one each)				
5.	Stacking of OK cards in the racks inside stockyard.				
6.	Brushing out dusts and cleaning of cards to be repaired.				
7.	Tying /Replacing of tags to the cards.				
8.	Packing of repaired cards for dispatch to various SSAs				
9.	Daily supplying of spare components to staff by identifying the components.				
10.	Removing OK cards from stockyard, cutting the flag, matching the flag to register				
11.	Transportation of cards from ground floor to second floor, RRC and 2 <sup>nd</sup> floor to ground floor				
12.	Any other works assigned by authority as and when required.				

Read, understood, complied & agreed

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### SECTION III

#### **INSTRUCTIONS TO BIDDERS**

#### A. I<u>NTRODUCTION</u>

#### **DEFINITIONS:**

- a) The "**Customer**" means CGM, Odisha Telecom Circle, a unit of Bharat Sanchar Nigam Limited (BSNL); a Govt. of India Enterprise under the Ministry of Communications & IT, Govt. of India, or any of its designated office/officer.
- b) The "**Bidder**" means the firm who participates in this tender and submits its bid.
- c) "Contractor" means successful bidder who is awarded the work and signs a contract with Customer.
- d) The "**Contract price**" means the price payable to the contractor per month including all taxes.
- e) The "**RRC**" means Regional Repair Centre, Bhubaneswar in the office of the CGMT, BSNL, Odisha Circle.

#### Eligible Bidder:

- The bidder should submit an undertaking to the effect that none of their relatives are working in DOT/BSNL as per Section VII (B).
- The bidder must have sufficient infrastructure to carry out various works. A certificate signed by the Chief, certifying to the above effects is required to be submitted.
- Experience certificate showing number of works executed with cost particulars issued by an officer not below the rank of Dy. General Manager or equivalent rank. Here **work** means various works on job contract basis or cable laying works in DOT/BSNL.

#### **Cost of Bidding:**

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

#### **B.** <u>THE BID DOCUMENT:</u>

**4.1** The Bid document includes:

#### Part-A:

<u>Technical bid</u> Notice Inviting Tender Scope of work Instructions to bidders General terms and conditions (Technical) General terms and conditions (Commercial) Bid form Proforma for Performance Security Draft authorization letter Draft undertaking

#### Part-B: <u>Financial bid</u>

4.2 The bidder is expected to examine all instructions, forms, terms and conditions in the bid document. Failure to furnish all information required as per the bid documents or submission of bids not substantially responsive to the bid documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

#### 5. Clarification of the Bid documents:

A bidder requiring any clarification of the Bid documents shall notify the customer in writing at the mailing address indicated in the notice inviting tender. The customer shall respond in writing to request for clarifications of the bid documents, which it receives from eligible bidders, at least 15 days prior to the last date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the customer shall be sent to all the bidders who have received the bid documents directly from the customer. These queries and clarifications shall also be made available on our web-site www.orissa.bsnl.co.in for those bidders who choose to use the bid document downloaded from our web-site on Internet.

#### 6. Amendment of Bid documents:

- 6.1 At any time, before the last date for submission of bids, the customer may, for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the Bid documents by amendments.
- 6.2 The amendments shall be notified in writing by registered post or by FAX to all bidders at the address intimated at the time of purchase of Bid documents from the customer and through customer's website for other intending bidders, and these amendments will be binding as an integral part of the Bid documents.

#### C. PREPARATION OF BIDS:

#### 7. Documents comprising the Bid:

It is a two bid system and the bid prepared by the bidder shall comprise of the following components:

#### I. TECHNICAL BID :

#### The technical bid will be evaluated on the basis of following documents:-

- 7.1 Part-A of bid document with all pages signed by authorized signatory as per clause 12 of Section-III.
- 7.2 An undertaking as per proforma attached in Section VII (B) to the effect that none of their relatives are working in DOT/BSNL as per clause 26.1 & 26.2 of Section-III.
- **7.3** Experience certificate showing number of works executed with cost particulars issued by an officer not below the rank of Dy. General Manager or equivalent rank of Government Organizations/ PSUs. Here work means various works on job contract basis or cable laying works in BSNL.
- 7.4 Up-to-date Service tax Registration certificate
- 7.5 Valid labour license under contract Labour Act 1970(R &A)( Central Govt.)
- 7.6 PAN card of the firm/individual in case of proprietorship.

- 7.7 EPF & ESI Registration certificate with proof of up-to-date payment.
- 7.8 Certificate from AGM (RRC) regarding tenderer's visit to work place, if any.
- **7.9** Bid security of Rs.5,544/- only in the form of A/C Payee D.D. issued in favour of A.O. (A & P), BSNL, O/o the CGMT, Odisha Circle, Bhubaneswar drawn on any nationalized/scheduled bank at Bhubaneswar.

If any of the above documents as mentioned in clause 7.1 to 7.9 required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, the authority may at it's discretion call for any clarification regarding the documents. The authority may also ask for submission of any additional/missing document within a stipulated time period. In such case(s), the bidder shall have to comply the authority's requirement within the specified time limit. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

#### II. FINANCIAL BID :

# The financial bid will be opened for only those bidders who are found eligible in technical bid evaluation.

The financial bid shall comprise completed "PRICE SCHEDULE" (Section -X) in accordance with clause 9.

#### 8. Bid Form:

The bidder shall complete the bid form furnished in the Bid documents indicating the contract price i.e. labour charges per month in accordance with clause 9.1. The types of works have been enlisted in scope of works (Section- II).

#### 9. Bid Prices:

- 9.1. The bidder shall give the total composite price, i.e. the contract price for the all the works as mentioned in Section-II. The contract price for the work will also include all the duties/levies except Service Tax.
- 9.2 Quoting abnormally low rate / high rate tender will be rejected (the rate of estimation will be done by the BSNL authority taking different factors into account & the authority is not liable to explain the tenderer the details of the rate so as estimated).
- 9.3 Before quoting, the tenderer must physically visit well in advance the different work places taking due permission from the concerned DET/SDE in order to make detail survey to assess the quantum of work, manpower required & to correctly bid in their offer taking all factors into consideration.

#### 10. Bid Security:

- 10.1 Pursuant to Clause 7, the bidder shall furnish as part of his technical bid, a bid security for an amount as indicated in NIT. If bid security is not submitted in technical bid, the bid shall be rejected out rightly at the opening stage.
- 10.2 The bid security is required to protect the customer against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to clause 10.7.

10.3 The bid security shall be in the form of A/C Payee D.D. issued in favour of A.O. (A & P), BSNL, O/o the CGM, Odisha Circle, Bhubaneswar drawn on any Nationalized/scheduled bank at Bhubaneswar. The bid security will not bear any interest.

# 10.4 A bid not secured in accordance with clause 10.3 shall be treated as non-responsive and bid shall be rejected by the customer.

- 10.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the customer pursuant to clause 11.
- 10.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of LOI satisfactorily in accordance with clause 21.2 and furnishing the performance security as per clause 2 of Section-V.
- 10.7 The bid security may be forfeited:

# a) If a bidder withdraws his bid during the period of bid validity specified in the bid form

or

- b) In case of successful bidder:
  - i) If the bidder fails to sign the contract subsequent to operation of clause 23.
  - ii) In the event of cancellation of contract in accordance with clause 24 before the bid security is discharged.

#### 11 Period of validity of bids:

- 11.1 Bid shall remain valid for 150 days after the date of bid opening as indicated in NIT. A bid valid for a shorter period shall be rejected by the customer as non-responsive.
- 11.2 In exceptional circumstances, the customer may request the bidder's consent for an extension to the period of bid validity. The request and response thereto shall be made in writing. The period of discharge of bid security provided under clause 11.1 above shall also be accordingly extended. A bidder accepting the request of period extension of the validity of bid will not be permitted to modify any of the terms and conditions of the bid.

#### 12. Format and signing of Bid:

- 12.1 All pages of the bid shall be signed by the authorized signatory of the firm.
- 12.2 **Cuttings and Alteration**: Each cutting and alteration in the bid document has to be necessarily authenticated by the authorized representative of the bidder under his signature.

#### D. <u>SUBMISSION OF BIDS:</u>

#### Preparation of bids

#### 13. Sealing and marking of bids:

- 13.1 The Bidders are specifically required to submit their offers in three parts, each in different sealed envelopes duly marked as-
  - 1. "Envelope-A: (i) Bid Security and (ii) DD for cost of Bid Document" ( in case the tender document is downloaded from our website)
  - 2. "Ënvelope-B: Technical Bid"
  - 3. "Envelope-C: Financial Bid"

#### All the offers should be submitted in a large cover.

- 13.2 **Envelope-A** should contain the Bid security. It should also contain DD for cost of bid document, if bid is prepared by downloading from our website.
- 13.3 **Envelope-B** should contain all the commercial/ Technical information with related document establishing bidder's eligibility etc. as per clause-7, Part-I.
- 13.4 **Envelope-C** should contain Financial/ Price Bid i.e. the rates duly quoted by the tenderer in the prescribed format (Section-X).
- 13.5 If any of the document required to be submitted in envelope-A is found to be wanting, the concerned Bid shall be rejected at the opening stage itself and the remaining envelope B & C will not be opened.

13.4 Above three envelopes are to be sealed by wax/tape and marked with PERSONAL SEAL. Again all the three envelopes (A, B & C) shall be kept in one outer envelope which will also be wax/tape sealed and marked with personal seal. The outer envelope shall be superscripted with name of work and tender number.

13.5 If the envelopes are not wax/tape sealed, the bid will be rejected at opening stage itself.

- 13.6 If the envelopes are not marked with personal seal of the bidder, the bid is subject to rejection in tender opening stage.
- 13.7 The envelopes should be
  - (a) Addressed to the customer at the following address:

#### AGM (RRC) Bharat Sanchar Nigam Limited Room No. 208, Door Sanchar Bhawan O/o CGMT, Bhubaneswar, Odisha Telecom Circle

- (b) Bear (the work name), the tender number and the words 'DO NOT OPEN BEFORE' (due date)
- (c) Shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared 'late'.

In case, the envelop does not carry the address & other details as mentioned at (a) & (b) above, the tender is likely to be rejected at opening stage.

- 13.8 Tenders shall either be sent by registered post or delivered in person. The responsibility for ensuring that tenders are delivered in time lies with the bidder.
- 13.9 Bid delivered in person shall be delivered to above indicated address on or **before the time of due date**. The Customer shall not be responsible if the bids are delivered elsewhere.

#### 14. Submission of bids.

- 14.1 Bids (Envelope A, B & C) must be received by the customer at the address specified under para 13.7 not later than the time as specified in NIT.
- 14.2 The customer may, at its discretion, extend this deadline for the submission of bids by amending the Bid Document in which case all rights and obligations of the customer and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### 15. Late bids:

No bid will be received by the customer after the deadline (for submission of bids), prescribed by the customer.

#### 16. Conditional bids will be summarily rejected.

### E. <u>BID OPENING AND EVALUATION</u>

#### 17. Opening of bids by customer:

- 17.1. The customer shall open the bids in the presence of authorized representative(s) of the bidders who choose to attend at 15.00 hours on due date. The bidder's representatives, who will be present, shall sign in attendance sheet.
- 17.2. A maximum of two authorized representatives for any bidder shall be permitted to attend the bid opening.
- 17.3. The bidder's name, bid prices, modifications, bid withdrawals and such other details will be announced at the opening of bids.

#### **18. Clarifications of Bids:**

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

# **19. F.<u>PRELIMINARY EVALUATION:</u>**

- 19.1 Customer 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.
- 19.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of the errors, his bid shall be rejected.
- 19.3 A bid, determined as substantially non-responsive will be rejected by BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity also the customer shall not be bound to show the reasons/causes of rejection of the bid.

19.4 The customer may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

#### G. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- 20.1 The customer shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause.
- 20.2 The hierarchy of bidders as L1, L2, L3, etc. shall be decided based on price quoted by the bidders in the financial bid.
- 20.3 No bidder shall try to influence the customer on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 20.4 Any effort by a bidder to influence the customer in the customer's bid evaluation, bid comparison or contract award decision, may lead to the rejection of his bid and forfeiture of bid security.

## H. AWARD OF CONTRACT:

- 21.1 The successful bidder, whose offer is found acceptable as per terms and conditions of the tender document, will be intimated so by the customer in writing.
- 21.2 The successful bidder shall give their acceptance in writing within 14 days of issue of intimation failing which appropriate action will be initiated by BSNL to forfeit the EMD/Bid Security.

#### 22. Customer's right to accept any bid and to reject any or all bids:

The BSNL reserves all rights to accept or reject wholly or partially any or all bids, at any time prior to award of contract without assigning any reasons and without incurring any liability of customer's action on the above grounds, to the affected bidder.

#### 23. Award of Contract:

The contract will be awarded to the successful contractor after receipt of acceptance as per clause 21.2 above.

#### 24. Cancellation of contract:

Failure of the contractor to comply with the requirement of any of the clause of the bid document shall constitute sufficient ground for the cancellation of contract and the customer shall have the right to forfeit the performance securities submitted at the time of signing of the agreements.

#### 25. Compliance to conditions of the bid document:

All the conditions in the bid documents are critical and are to be compiled and non-compliance of any clause of the bid document shall result in outright rejection of the bid.

# I. <u>UNDERTAKING</u>

26.1 The bidder shall 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. In case of proprietorship firm, certificate will be given by the proprietor. For the 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 institutions nominees and independent non-official part time Directors appointed by Government 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 will not pay any damage to the company or the firm or the concerned person.

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

26.2 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) and Son's wife (Daughter-in-law), Daughter(s) and Daughter's husband (Son-in-law), Brother(s) and Brother's wife, Sister(s) & Sister's husband (Brother-in-law).

#### J. <u>VERIFICATION OF DOCUMENTS</u>

The bidder will verify the genuineness and correctness of all documents and certificates including experience/performance certificates, issued either by the bidder or any other firm/associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

As per requirement of the tender's conditions, if any document/paper/certificate submitted by the participant bidder is found to be false/fabricated/tampered manipulated at any stage during bid evaluation or award of contract, then the bid security (EMBG) of the bidder will be forfeited and bidder will be disqualified from the tender. Action will also be taken for banning of business dealing with the defaulting firm. In case, the contract has already awarded to the bidder then PBG would be forfeited and the contract would be rescind/annulled and BSNL would be at liability to get the service from any other source at the risk and cost of the defaulting firm.

#### SECTION – IV

#### **GENERAL TERMS AND CONDITIONS (TECHNICAL)**

- 1. The contractor must satisfy the Customer regarding the availability of manpower to execute the job.
- 2. For security reasons, persons engaged by the bidder for the job works must have identity cards issued by the bidder and are required to sign in the necessary register as advised from time to time.

#### SECTION – V

#### GENERAL TERMS AND CONDITIONS (COMMERCIAL)

1. The contract will be signed between the CGMT, Odisha and the contractor. On behalf of the CGMT, an authorized may sign the contract.

#### 2. **Performance security: -**

- 2.1 The contractor shall furnish performance security to the customer in the form of bank guarantee issued by any nationalized/scheduled bank at the time of signing the contract for an amount equal to 5 % of the estimated value. Bank guarantee shall be valid for a minimum period of 18 months from the date of effect of the contract.
- 2.2 The performance security is liable to be revoked by the customer for the contractor's failure to complete its obligation under the contract.

#### 3. Period/Renewal of contract: -

- 3.1 The contract shall remain in force initially for one year from the date of commencement. However it may be renewed for further period of one year on the same rates, terms and conditions excepting that:
- a) Notice in writing of its intention not to renew the contract is given by the customer to the contractor at least 2 months in advance prior to the end of its current validity period.
- b) The customer gives notice of two months in writing to terminate the contract at any time during its currency if the customer does not find contractor's services satisfactory and does not want to continue the contract further.
- 3.2 Further, the above renewal shall come in force only after the contractor submits extension of PBG for a further period of 18 months so that performance security remains valid for 18 months from the date of renewal of contract. However, the amount of performance security may vary at the time of yearly renewals/extensions.

#### 4. **Termination of Contract:**

- 4.1 Failure on part of contractor to comply with any of the technical/commercial terms and conditions shall constitute sufficient ground for termination of contract and forfeiture of the performance security.
- 4.2 BSNL will not in any way be responsible for any breach of labour act or any cases relating to labour and employment. However the following points may be implemented.(i) Muster roll has to be maintained by the contractor in respect of contract labourers engaged by them.

(ii) The payment of contract labourers by the contractor is to be carried out as per rate not less than rate prescribed under the Minimum Wages Act 1948.

- (iii) The contract labourers engaged by the contractors may be covered under ESI and EPF scheme by the contractor himself as per rules.
- (iv) The contractor will issue employment cards of engaged contract labourers.

(v) The payment to workers may be made in the presence of authorized representative of BSNL who must certify at the end of entries of wage register. It is mandatory that the employees must be paid through cheques/e-payment only.

- 4.3 The contractor has to comply to all the conditions of labour laws failing which the contract can be cancelled.
- 4.4 In case of any unsatisfactory service the contract will be cancelled and L2 contractor will be called for negotiation to perform the job.
- 4.5 No subcontracting is permissible by BSNL.

#### 5. **Penalty:**

The job works will be done on monthly basis. If the contractor fails to perform the job works properly, necessary penalty will be imposed on the contractor to be decided by authority / customer.

#### 6. **Payment terms:**

#### 6.1 **The following documents/certificates to be furnished along with monthly bills.**

- i. Copy of attendance sheet for the month for which the bill is claimed.
- ii. Copy of the <u>muster roll</u> indicating receipt of wages by each worker duly countersigned by the controlling officer of having disbursed the said amount in his presence for the month for which the bill is claimed.
- iii. <u>E-payment receipt/Cheque payment proof</u> from bank w.r t payment of wages to labourer.
- iv. A list of workers engaged against the work order each month.
- v. The copy of receipt towards payment of <u>Service tax</u> pertaining to the previous month/ quarter, as applicable.
- vi. The copy of receipt towards payment of <u>EPF, ESI</u> etc along with list of workers indicating the EPF & ESI code, amount etc against each labourer for the previous month.
- vii. Copy of the Work Order issued by concerned DE/AGM.
- viii. The payment to Contract labourers by the Contractor is to be carried as per provisions mentioned under <u>The Minimum Wages Act</u>, <u>1948</u> & as changes made by Central Govt from time to time.

The passing authority will also ensure proper checking of above items before according his sanction.

#### 6.2. <u>The following certificate given by SDE (I/C),RRC must be enclosed along with the bill:</u>

- (a) The work of the contractor is satisfactory.
- (b) No damage has been done by the contractor, during execution of work.
- (c) The contractor has paid the workers in advance and physically collected the next work order.
- (d) The name of the workers, those who are working in RRC & contractor has deposited the EPF & ESI.
- (e) The EPF, ESI & S.T. has been deposited by the contractor.
- (f) The Identity Cards has been issued to all the laborers engaged at RRC, BBSR

#### 7. FORCE MAJEURE:

If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods and other natural calamities, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of GOD (herein after referred to as events), provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof and such event was beyond the reasonable control and not due to fault or negligence of the party and defaults, neither party shall by reasons of such event be entitled to terminate this contract, nor shall either party have any such claim for damages against the other in respect of such non performance or delaying performance, and works under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Customer, as to whether the works have been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at his opinion terminate the contract.

#### 8. Arbitration:

- 8.1 All disputes and differences whatsoever arising between the customer and contractor out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof, shall be settled by CGM, BSNL, Odisha Circle, Bhubaneswar (herein after referred to as the said officer) who will be sole arbitrator in all the cases. If the said officer is unable or unwilling to act as sole arbitrator, then some other person appointed by the said officer, shall function as sole arbitrator.
- 8.2 There will be no objection that the arbitrator is a government servant or that he has to deal with the matter to which contract relates or that in the course of his duties as government servant he has expressed views on all or any of the matter under dispute. The award of 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 what so ever, said officer shall appoint another person to act as arbitrator in accordance with the terms and conditions of the contract and the person who is appointed shall be entitled to proceed from the stage at which it was left over by his predecessor.
- 8.3 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 ordinance, 1996 and the rules there under, any modification or reenactment thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- 8.4 The venue of arbitration proceedings shall be the office of C.G.M. BSNL Odisha Circle, Bhubaneswar or such other place as the arbitrator may decide.

#### 9. Set Off:

Any sum of money due and payable to the contractor, including security deposit if any refundable to him under this contract, it may be appropriated by the customer and setoff the same against any claim of the contractor for payment of a sum of money arising out of this contract or under any other contract made by the contractor with the customer.

#### 10. LABOUR LAWS

10.1 The contractor shall comply with the provisions of the payment of wages Act, 1936; Minimum wages Act, 1948; Employee liability Act, 1938; Workmen's compensation Act, 1923; Industrial dispute Act, 1947; the contract labour (Regulation and Abolition) Act, 1970; (or the modification thereof), EPF and miscellaneous Provision Act 1952, Employee's State Insurance Act, 1948; (or any other labour laws relating thereto), and the rules made for due observance of the said laws. The workmen being employed by the contractor shall have no claim whatever for regular employment in BSNL.

10.2 The contractor shall be responsible for any losses /damages etc. that may have occurred during execution of work and shall pay compensation to his/their workmen payable under workmen's compensation Act 1923 (vii) for injuries caused to the workmen. If such compensation is paid by the BSNL as a principal employer under sub-section (I) of section 12 of the same Act on behalf of the contractor, it shall be recovered by the BSNL from the contractor from his security deposit or any other dues payable by the BSNL to the contractor or any account.

10.3 During the contract period, if the minimum wage is enhanced by the Government notification, then contractor has to pay/comply the minimum wages to the workmen at the enhanced rate. BSNL is not liable to pay any extra amount to the contractor as a result of such enhancement of the minimum wage.

#### SECTION - VI BID FORM

#### Tender No. AGM/RRC/Works/2013-14

Dated

То

The Chief General Manager, BSNL Odisha Circle, Bhubaneswar

Dear Sir,

- 1. Having examined the conditions of contract and specifications including addenda Nos. ....., the receipt of which is hereby duly acknowledged, I/we, undersigned, offer to execute contract in conformity with conditions of bid document.
- 2. We undertake, if our bid is accepted, to execute contract within \_\_\_\_\_ days.
- 3. If our bid is accepted, we will obtain the guarantee of a scheduled/ nationalized Bank for a sum not exceeding 5% of the contract sum for the due performance of the Contract.
- 4. We agree to abide by this bid for a period of **150 days** from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5. Until a formal contract is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
- 7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this ..... day of ..... 2014

#### Signature of in capacity of

Name of the Firm with full address

-----

-----

Tel. No.-

FAX No.-

Address .....

Signature.....

# SECTION-VII

#### **UNDERTAKING & DECLARATION**

VII(A) - For understanding the terms & condition of Tender & Spec. of work

#### a) Certified that:

- 1. I/ We ...... have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
- **2.** If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

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

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

Date: .....

Signature of Tenderer

Place: .....

Name of Tenderer ..... Along with date & Seal

#### VII (B) – NEAR-RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given as per the clause - 4 of Section-1 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

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 DOT/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 date and seal

Read, understood, complied & agreed

## **SECTION- VIII**

#### PROFORMAS

# VIII(A) For the BIDSECURITY/ EMD Guarantee (To be typed on Rs.100/- non-judicial stamp paper)

#### Sub: Bid Security/EMD guarantee. Whereas M/s R/o ..... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs. ...../-(hereafter known as the "B. G. Amount") valid upto ...../ 20..... (hereafter known as the "Validity date") in favour of the Chief General Manager, BSNL Odisha Circle, Bhubaneswar (A (Hereafter referred to as BSNL) for participation in the tender of work of ..... vide tender no. Now at the request of the Bidder, We ..... Bank ..... Branch having (Address) and Regd. Office address as ..... hereinafter contained:

- 2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (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 BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
- 3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding 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 bidder(s) shall have no claim against us for making such payment.
- 4. We 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 BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the

date hereof, we shall be discharged from all liability under this guarantee thereafter.

- 5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to 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 Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(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.
- 6. Notwithstanding anything herein contained;
  (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
  (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (A&P) O/o CGM BSNL Odisha Circle, payable at Bhubaneswar.
- 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:	
Date:	(Signature of the Bank Officer)
Rubber stamp	of the bank
Authorized Power of Attorne	y Number:
Name of the Bank officer:	
Designation:	
Complete Postal address of	Bank:
Telephone Numbers	
Fax numbers	

#### VIII (B) For the Performance Guarantee

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

Dated:....

#### Sub: Performance guarantee.

Whereas Chief General Manager BSNL Odisha Circle, Bhubaneswar (hereafter referred to as BSNL) has issued an APO/LOI no Dated
/20 awarding the work of
to M/s R/o
(hereafter referred to as
"Bidder") and BSNL has asked him to submit a performance guarantee in favour of the
CGMT, BSNL Odisha Telecom Circle, Bhubaneswar of Rs/- (hereafter
referred to as "P.G. Amount") valid up to/20(hereafter referred to as
"Validity Date") Now at the request of the Bidder, We
BankBranch having
(Address) and Regd. office address
as
(Hereinafter called 'the Bank") agreed to give this guarantee as hereinafter contained:

- 2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
- 3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
- 4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
- 5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL

to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

- 6. Notwithstanding anything herein contained;
  (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
  (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (A&P) O/o CGM BSNL, Odisha Circle" payable at Bhubaneswar.
- 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: Date:	(Signature of the Bank Officer)
Rubber stamp of the	bank
Authorized Power of Attorney Num	nber:
Name of the Bank officer:	
Designation:	
Complete Postal address of Bank:	:
Telephone Numbers	
Fax numbers	

#### VIII (C) For Letter of Authorization for attending Bid Opening Event.

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

**Subject:** Authorization for attending Bid opening

Signature of the Representative

Name of the Representative

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

Signature of the alternative Representative

Name of the alternative Representative

Above Signatures Attested

**Note** 1: Only one representative will be permitted to attend the Bid opening.

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

### VIII(D) Experience Certificate

This is to cer	rtify that M/s	ha	ave undertaken various
works on job	contract basis for	workers located at	for the period
from	to	The performance of the fir	m is satisfactory.

(Signature of the authorized signatory of the Organization)

Office Seal

Name:-

Contact Telephone Numbers:-

#### VIII(E) Undertaking for exemption from payment of EMD.

Certified that the firm is entitled to get the advantage of exemption from payment of EMD of an amount of Rs.\_\_\_\_\_ against tender no.\_\_\_\_\_ dated.\_\_\_\_\_, The total advantages availed so far from other departments inclusive of this one has not exceeded the monetary limit fixed by " NSIC" during the current financial year.

Signature of the bidder

Name:

TENDER No: AGM/RRC/WORKS/13-14

Dated: 15th Feb'2014

# **SECTION-IX**

#### Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

#### A) Tenderer's Profile

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

2. Present Correspondence Address

.....

	Mobile No
FAX No	

# 3. Address of place of Works/ Manufacture

Telephone No. ..... Mobile No. .....

4. State the Type of Firm: (Tick the correct choice):

Sole proprietor-ship/partnership firm / Private limited company.

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

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

 Name of the person authorized to enter into and execute contract/ Agreement and the capacity in which he is authorized (in case of Partnership/ private Ltd Company):

.....

- 7. Permanent Account No. : .....
- 8. Details of the Bidder's Bank for effecting e-payments:
  - (a) Beneficiary Bank Name:....
  - (b) Beneficiary branch Name:.....
  - (c) IFSC code of beneficiary Branch......(d) Beneficiary account No.:.....
  - (e) Branch Serial No. (MICR No.):....

Read, understood, complied & agreed

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

.....

### B) Questionnaire

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

1.1 If Yes, Give details

- 2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.
- 2.1 If Yes, Give details
- 3. Kindly indicate the maximum Quantity of tendered material/services which you are capable of supplying within the scheduled delivery period.

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

#### 4. Suggestion for improvement of the tender document.

.....

Place.....

Signature of contractor ..... Name of Contractor .....

Read, understood, complied & agreed

TENDER No: AGM/RRC/WORKS/13-14

Dated: 15th Feb'2014

# **SECTION-X**

### (1) - Price Schedule

TENDER No: AGM/RRC/WORKS/13-14

Dated .....2014

Date and Time of opening of Tender : ......2014 at \_\_\_\_\_ Hrs.

#### <u>Price Quotation and other details for Various works on job contract basis</u> <u>at RRC, Bhubaneswar.</u>

Dear Sir,

1. Having examined the scope of work, terms and conditions of this tender/ bid document, we, hereby offer to undertake execute the contract for Various works on job contract basis at RRC, Bhubaneswar in conformity with the clause 9 (Section-III) for the rates as mentioned below:

Rate to be quoted per month including all taxes and levis excluding Service Tax.

Monthly quoted rate (Rs.)	(In figures) (Rs.)	In words (Rs.)

1. Service tax will be applicable as per prevailing rate.

2. We accept to submit the performance security in the form of bank guarantee at the time of signing of each contract, in conformity with clause 2 (Section V).

3. We agree to abide by this bid for a period of six months from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time till the expiry of this period. We understand that customer is not bound to accept the lowest or any bid, received in the ender.

Dated this day of 2014

Signature

Read, understood, complied & agreed

Signature & seal of Bidder with Date

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# **SECTION-XI**

#### Check List for Bidder

# Please ensure to submit the following documents along with the bid document:-

SI.No.	Documents	Yes	No	NA
1	Cost of tender paper of Rs.525/- in shape of DD /			
	Banker's Cheque. (Exempted for MSME/NSIC Certificate			
	Holder)			
2	EMD of Rs.5,544/- in shape of DD/ Banker's Cheque / BG			
	(Exempted for MSME/NSIC Certificate Holder)			
3	Bid document is signed with seal in each page			
4	All documents enclosed are self-attested			
5	Service Tax Registration Certificate in the firm/bidder's			
	name, as applicable under Service Tax rule.			
6	<b>PAN card</b> of the firm/individual in case proprietorship.			
7	Certificate of <b>no near-relatives</b> in BSNL/DOT as per			
	format at section-VII(B)			
8	Experience certificate showing value not less than 6 lakhs			
	by an officer not below the rank of DGM or equivalent rank			
	during last 2(two) F.Y from the date of NIT.			
9	EPF & ESI Registration Certificate registered with a proof of			
	up-to-date payment			
10	Valid Labour License under The Contract of Labour			
	Act,1970 (R&A) (Central Govt.)			
11	Article & Memorandum of Association / Partnership Deed etc			
	as the case may be			
12	Power of Attorney			
13	Letter of authorization for attending TOC as per Section-			
	VIII(C)			
14	Undertaking & declaration as per format at section-VII (A)			
15	Declaration as to no addition/deletion/alteration in the			
	downloaded Tender Documents			
16				
	No Deviation Certificate			
17	Declaration Regarding security certificate as per latest			
	guidelines & requirements prescribed			

Read, understood, complied & agreed