

**Bharat Sanchar Nigam Limited**  
(A Government of India Enterprise)  
Office of the D.E (stores), BSNL, RTSD, Satyanagar.

Bhubaneswar- 751007.

## **BID DOCUMENT**

**TENDER FOR**

*Various works on job contract basis at RTSD, BBSR..*

**TENDER NO: G-85/ RTSD/09-10/ HK /2 Dated at Bhubaneswar Dt.25.02.2010**

### **PART-A “TECHNICAL BID”**

<b>Particulars of issue of Tender documents</b>	
Payment of cost of Tender document- Rs. 520.00	Particulars of DD number and date.
<b>Name of the Bidder:</b>	

Divisional Engineer(Stores),BSNL,  
RTSD,Satyanagar,Bhubaneswar-7

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**SECTION -I**

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

Office of the D.E (stores), BSNL, RTSD, Satyanagar. Bhubaneswar-751007.

G-85/ RTSD/09-10/ HK /2 Dated at Bhubaneswar Dt.25.02.10

**NOTICE INVITING TENDER**

Sealed tenders are invited from eligible bidders by CGM, Orissa Telecom Circle, for and on behalf of Bharat Sanchar Nigam Limited, for carrying out various works on job contract basis at RTSD, BBSR

Sl. No	Name of the work	Tender Enquiry No.	Cost of Bid Document (Rs.)	Date and time of		Amount of Bid Security (Rs.)	Estimated Cost. (Rs.)	No of vendors among which the orders will be placed.	
				Receipt of Bid	Opening of Bid				
					Technical bid				Financial bid
1	2	5	6	7	8	9	10	11	12
1	Various works on job contract basis at RTSD, BBSR	G-85/ RTSD/09-10/ HK /2	520/-	Up to 13.00 hrs of 22.03.2010	16.00 hrs of 22.03.2010	16 00 hrs of 27.03.2010	8,000/-	4,00,000/-	One

**1. SCOPE OF WORK**

The contractor shall carry out various works on job contract basis as per terms and conditions mentioned herein after for a period of two years from the date of signing of the agreement.

**2. ELIGIBILITY REQUIREMENT**

- a) The bidder must have sufficient infrastructure to carry out various works on job contract basis.
- b) The bidder should submit an undertaking to the effect that none of their relatives are working in DOT/BSNL in annexure-II.
- c) Experience certificate showing number of works executed with cost particulars not less than 4 (Four) lakhs in the last two consecutive financial years issued by an officer not below the rank of Divisional Engineer or equivalent rank of any Central Govt./ State Govt./PSUs. Here work means various works on job contract basis. Certificate issued by BSNL will have advantage over others.
- d) The bidder should have PAN card of the firm/individual in case of proprietorship.
- e) The bidder should have Service Tax Registration Certificate with proof of up to date payment.
- f) The bidder should have valid labour license under contract Labour Act 1970(R &A)( Central Govt.)
- g) The bidder should have EPF & ESI Registration certificate with proof of up-to-date payment.
- h) 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 approved by the State Govt. from time to time.
  - (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.

### 3. ISSUE OF BID DOCUMENTS-

Bid document shall be issued during the office hours on all working days from the date of publication of NIT up to 13:00 hours of 22.03.2010.

### 4. BID DOCUMENTS CAN BE HAD:

- a. From the Sub-Divisional Engineer (RTSD), O/o DE Stores, Satyanagar, Bhubaneswar,751007 on written application with the copies of the documents ( Valid labour license , Service tax registration certificate, Sales tax clearance certificate and experience certificate related to various works on job contract) in support of their eligibility to participate in the tender along with the cost of bid document in the form of DD of Rs.520/- ( Rupees Five Hundred and Twenty only) from any nationalized or scheduled bank in favour of **Accounts Officer (A&P), BSNL, Office of the Chief General Manager Telecom Orissa, Bhubaneswar –751001** payable at Bhubaneswar.
- b. Eligible bidders can also down load the entire bid document from our website [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in) and submit the same within the scheduled time & date along with the required cost of the bid document in the form of DD of Rs.520/- ( Rupees Five Hundred and Twenty only) from any scheduled bank in favour of **Accounts Officer (A&P), BSNL, Office of the Chief General Manager Telecom Orissa, Bhubaneswar –751001** payable at Bhubaneswar. The DD towards the cost of bid document and documents confirming to the eligibility criteria as mentioned above are required to be kept in the envelop. However an intimation along with documentary evidence in this regard may be sent through Fax No: 0674-2572104 for information of the customer to list out their participation.

### 5. SUBMISSION OF BID.

The tender papers can be obtained from SDE(RTSD) up to 1300 hrs of 20.03.10. The bid prepared in accordance of bid document should be submitted to **Sri D.C. Samantaray, DE, (RTSD), BSNL, Bhubaneswar-751007** on or before 13.00 Hours of 22.03.10. in a wax sealed cover superscribed with “ **Tender for carrying out various works on job contract basis**”.

The tender will be opened on the same day at 16:00 Hours in this office, in the presence of bidders or their duly authorized representatives who may like to be present at their own cost. CGM, Orissa Telecom Circle, BSNL, Bhubaneswar reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

Details of the tender are also available on our web-site [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in).

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Divisional Engineer(Stores),BSNL,  
RTSD,Satyanagar,Bhubaneswar-7

**SECTION- II**  
**SCOPE OF WORK**

The tender is called to perform the following jobs at RTSD, Bhubaneswar:-

SL. NO.	Description of work to be done daily basis on working days.
1	Sweeping & cleaning of RTSD office, cycle-shed, security room & Godowns (Indoor) 1934.20sqm, including cleaning Materials.
2	Sweeping cleaning of RTSD campus namely all the connecting roads (Outdoor) 855.00 sq.m. including cleaning materials.
3	Washing cleaning of 8 Nos. Toilets, (Indoor & Outdoor) 72.00sqm. including sanitary materials.
4	Cutting cleaning of weeds & bushes in RTSD campus (Outdoor) utilizing cutting tools.
5	Cleaning of chairs, tables, computers & supplying of water etc. including bucket, jug & duster cloth etc.

Divisional Engineer(Stores),BSNL,  
RTSD,Satyanagar,Bhubaneswar-7

## SECTION III

### INSTRUCTIONS TO BIDDERS

**A. INTRODUCTION**

**1. DEFINITIONS:**

- a) The " Customer " means CGM, Orissa 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/ Head of Telecom District.
- d) The "Contract price" means the price payable to the contractor per month including all taxes.
- e) The "RTSD" means Retail Telecom Store Depot, Satyanagar, Bhubaneswar under office of the CGMT, BSNL, Orissa Circle.

**2. Eligible Bidder:**

- The bidder should submit an undertaking to the effect that none of their relatives are working in DOT/BSNL in annexure-II.
- 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 Divisional Engineer or equivalent rank. Here work means various works on job contract basis. Certificate issued by BSNL will have advantage over others.

**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. THE BID DOCUMENT:**

**4.1** The Bid document includes:

**Part-A:**

**Technical bid**

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:**

**Financial bid**

- 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](http://www.orissa.bsnl.co.in) for those bidders who choose to use the bid document downloaded from our web-site.

**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 web-site 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 Documentary evidence in respect of adequate infrastructure.
- 7.3 An undertaking as per Annexure-II to the effect that none of the relatives are working in DOT/BSNL as per clause 29 & 29.1 of section-III.
- 7.4 Experience certificate showing number of works executed with cost particulars issued by an officer not below the rank of Divisional Engineer or equivalent rank of Government Organizations/ PSUs . Here work means various works on job contract basis. Certificate issued by BSNL will have advantage over others.
- 7.5 Up-to-date Service tax Registration certificate
- 7.6 Valid labour license under contract Labour Act 1970(R &A)( Central Govt.)
- 7.7 PAN card of the firm/individual in case of proprietorship.
- 7.8 EPF & ESI Registration certificate with proof of up-to-date payment.
- 7.9 Certificate from DET(RTSD) regarding bidder's visit to work place.

- 7.10** Bid security of Rs.8000/- only in the form of A/C Payee D.D. issued in favour of A.O. ( A & P ), BSNL, O/o the CGMT, Orissa Circle, Bhubaneswar drawn on any Nationalized bank and payable at Bhubaneswar.

If any of the above documents as mentioned in clause 7.1 to 7.10 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 its discretion call for any clarification regarding the document. 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. 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" (Part-B , Section –IX) 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 work ( 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 shall also include all the duties/ levies. Service Tax should be shown separately.
- 9.2. The prices quoted by the bidder shall remain firm and final during the entire period of contract and shall not be subjected to variation on any ground. Incomplete and/or conditional quote shall not be considered.
- 9.3 Any discount if offered by the bidder must be so indicated in the prices quoted in the bid. Bidders desiring to offer discount shall therefore prepare their offers suitably while quoting and shall quote clearly the net price taking all such factors into account, like discount etc.
- 9.4 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 bidder the details of the rate so as estimated ).
- 9.5 Before quoting the bidder 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 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 outright 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
- 10.3 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 CGMT, Orissa Circle, Bhubaneswar drawn on any Nationalized 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 bid and bid shall be rejected by the customer.**
- 10.5 The bid security of the unsuccessful bidder will be discharged upon as promptly as possible but not later than 30 days after the expiry of bid validity prescribed by the customer as per clause 11 of section –III.
- 10.6 The bid security of successful bidder/s shall be discharged after bidder/s acceptance of LOI satisfactorily in accordance with clause 21.2 of section- III 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) If the bidder fails to furnish performance security as per clause 2.1 of Sec. V.

## **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 signatures.

**D. SUBMISSION OF BIDS:**

**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. **“Envelope-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 and DD for cost of bid document, where bid is prepared by down loading 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 bidder in the prescribed format (Section-IX of Part-B Financial Bid.).
- 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 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 sealed and marked with personal seal. The outer envelope shall be super scribed with name of work and tender no.
- 13.5 If the envelopes are not wax 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:

**Sri D.C. Samantaray, DE Store,(RTSD)  
Bharat Sanchar Nigam Limited  
RTSD, Satyanagar, Bhubaneswar-751007**

- (b) Bear **(the work name)**, the tender number and the words **‘DO NOT OPEN BEFORE’** (due date), and
- (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/Speed post or delivered in person. The responsibility for ensuring that tenders are delivered in time would vest with the bidder.
- 13.9 Bid delivered in person shall be delivered to above indicated address **on or before the time hours 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.
- 14.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some systems/equipment as per requirement of the Bid Documents. He may include alternate offer if permissible as per the Bid. However not more than one independent and complete offer shall be permitted from the bidder.

**15. Late bids:**

Any bid received by the customer after the deadline for submission of bids prescribed by the customer, shall be rejected and returned unopened to the bidder.

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

**E. BID OPENING AND EVALUATION**

**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 16:00 hours on due date. The bidder's representatives, who will be present, shall sign an 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.

## **F. PRELIMINARY EVALUATION:**

- 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 supplier 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 the customer 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 L 1 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 his acceptance in writing within 15 days of issue of intimation failing which L2 bidder will be called for negotiation.
22. **Customer's right to accept any bid and to reject any or all bids:**

The Customer 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(s).
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. UNDERTAKING**

26. 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. 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.

26.1 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)

## **SECTION – IV**

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

1. The contractor must satisfy the Customer regarding the availability of skilled manpower.
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 D.E.(Stores),BSNL, RTSD, Bhubaneswar, and the contractor.
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 total cost. Bank guarantee shall be valid for a period of 30 months from the date of effect of the contract.
- 2.2 The proceeds of 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 two years 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 6 months so that performance security remains valid for 6 months from the date of renewal of contract. However, the amount of performance security may vary at the time of yearly renewals/extensions on the basis of mode of requirement.
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 approved by the State Govt. from time to time.
- (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.
- 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.
5. **Penalty:**
- The job works will be done on monthly basis. If the contractor fails to perform the job properly, necessary penalty will be imposed on the contractor, as recommended by DE (RTSD), O/o the CGMT, Bhubaneswar.
6. **Payment terms:**
- 6.1 All the bills shall be payable by A.O.(A&P), O/o the CGM, BSNL, Orissa Circle, Bhubaneswar as per the accepted and approved rates for the works on job contract.
- 6.2 The contractor will submit the bills on monthly basis, who shall make arrangements to get the bills verified and get the payments done within 31 days. The penalty, if any, shall be deducted from the sums due.

- 6.3 The following certificate given by SDE(Stores), RTSD must be enclosed along with the bill.
- (a) The work of the Contractor is satisfactory.
  - (b) No damage to other components 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) Recommendation for penalty. If no penalty is due, certificate in this regard also to be given by SDE (Stores), RTSD, 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 CMD, BSNL, New Delhi (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 CMD, BSNL, New Delhi 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.

**SECTION - VI**  
**BID FORM**

**Tender No.** G-85/ RTSD/09-10/ HK /2      Dated at Bhubaneswar Dt.25.02.10

**The Divisional Engineer(Stores),BSNL,(RTSD)  
 Satyanagar, Bhubaneswar-751007**

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos. ...., the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute contract in conformity with conditions of bid document.
2. We undertake, if our bid is accepted, to execute the contract within \_\_\_\_\_ months.
3. If our bid is accepted, we will obtain the guarantee of a Scheduled 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 **180 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 ..... 2009

**Signature of in capacity of**  
 Name of the Firm with full address

-----  
 -----  
 -----

Tel. No.-

Mobile No.-

FAX No.-

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

Name of Witness .....

Address .....



Signature.....

**SECTION VII**

**PROFORMA OF PERFORMANCE SECURITY GUARANTEE (BOND FORM)**

In consideration of the CMD ,Bharat Sanchar Nigam Ltd having agreed to exempt ..... (hereinafter called the "Contractor(s) ") from the demand, under the terms and conditions of an agreement/Purchaser Order) No. .... Dated ..... made between ..... and ..... for ..... for the supply of ..... (hereinafter called the "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 ..... (contractor(s) do hereby undertake to pay to the BSNL an amount not exceeding ..... against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL by reason or any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (Name of 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 he 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 contractor(s) of any of 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 BSNL in these counts shall be final and binding on the bank. However, out liability under this guarantee shall be restricted to al amount not exceeding . . . . .

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / suppliers 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 thereunder and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. 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 BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ..... (office /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 discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of THREE YEARS from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (name of the Bank) ..... further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations 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 by the BSNL Against and said contractor(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 Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Dated the ..... date .....

For .....

(Indicate the name of the Bank)

**ANNEXURE-I**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

Subject : Authorization for attending Bid opening on \_\_\_\_\_ (date) in  
the tender of \_\_\_\_\_

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		
II		

Alternate Representative

**Signature of Bidder  
Or  
Officer authorised to sign the Bid  
Document on behalf of the Bidder.**

- Note :**
1. Maximum of two representatives will be permitted to attend the 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 recovered.

**ANNEXURE-II**  
**UNDERTAKING**

**(To be submitted by the Bidder along with the Bid)**

‘I \_\_\_\_\_,’

S/O \_\_\_\_\_

Resident of \_\_\_\_\_

hereby certify that none of my relative(s) as defined in the tender document is / are employed in BSNL units as per details in tender document at clause 29.1 of section-III. 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’.

Date \_\_\_\_\_

Signature of the bidder

With seal.

**Bharat Sanchar Nigam Limited**  
(A Government of India Enterprise)

**O/o the Divisional Engineer (Stores), BSNL,  
RTSD, Bhubaneswar 751007**

# **BID DOCUMENT**

## **TENDER FOR**

*Various works on job contract basis at RTSD, BBSR..*

TENDER NO: G-85/ RTSD/09-10/ HK /2 Dated at Bhubaneswar Dt.25.02.10

## **PART-B “FINANCIAL BID”**

<b>Particulars of issue of Tender documents</b>	
Payment of cost of Tender document- Rs.520.00	Particulars of DD number and date.
<b>Name of the bidder:</b>	

**DE (RTSD), BSNL**

Satyanagar,  
Bhubaneswar-751007.

PLEASE VISIT US AT  
[www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in)

**SECTION – VIII**

**FINANCIAL BID**

TENDER No: G-85/ RTSD/09-10/ HK /2 Dated at Bhubaneswar Dt.25.02.10

Date and Time of opening of Tender: **22.03.2010** at 16:00 Hrs.

**Price Quotation and other details for Various works on job contract basis  
at RTSD, Bhubaneswar.**

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 RTSD, BBSR in conformity with the clause 9 (Section-III) for the rates as mentioned below:

Rate to be quoted per month including all taxes. Only the service tax amount will be shown separately, along with monthly rate.

(A) Monthly quoted rate (Rs.)	(B) Service tax (Rs.)	(A+B) Rate per month including all taxes (In figures) (Rs.)	In words (Rs.)

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 expiry of this period. We understand that customer is not bound to accept the lowest or any bid, received in the tender.

Dated this                      day of                      2010

Signature

In capacity of .....  
(duly authorized to sign the bid for and on behalf of bidder)

