

BHARAT SANCHAR NIGAM LIMITED

[A Government of India Enterprise]

OFFICE OF THE GENERAL MANAGER (IT)

CALCUTTA TELEPHONES

P-10 NEW CIT ROAD, TELEPHONE KENDRA, 10th FLOOR, KOLKATA-700 073

**Tender for “DIFFERENT KINDS OF JOBS REQUIRED
FOR IT CELL UNDER NEW JOB CONTRACT
SCHEME, CALCUTTA TELEPHONES”.**

TENDER DOCUMENT

No. RCC/CAL-3059/EXTL AGENCY Dt 18/09/2006

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by the Bidder with stamp**

BID DOCUMENTS

SECTION I

NOTICE INVITING TENDER

Bharat Sanchar Nigam Limited

(A Government of India Enterprise)

Office of the General Manager(IT), Calcutta Telephones

P-10 New CIT Road, Kolkata-700 073

TENDER NO. & DATE : No. RCC/CAL-3059/EXTL AGENCY Dt 18/09/2006
DUE DATE OF RECEIPT : 13/10/2006 TIME UPTO 11.30 HOURS
DATE OF OPENING : 16/10/2006 TIME AT 12.00 HOURS
ESTIMATED COST : Rs. 5 Lakhs
EARNEST MONEY DEPOSIT : Rs. 10 Thousand

ON BEHALF OF GENERAL MANAGER (IT), CALCUTTA TELEPHONES, BHARAT SANCHAR NIGAM LIMITED, SEALED TENDERS ARE INVITED FOR “**DIFFERENT KINDS OF JOBS REQUIRED FOR IT CELL UNDER NEW JOB CONTRACT SCHEME, CALCUTTA TELEPHONES**”.

AUTHORISED REPUTED SERVICE PROVIDER / CONTRACTORS FOR THE TENDERED JOBS / ITEMS AND THOSE WHO HAVE EXECUTED ORDERS OF SIMILAR NATURE UNDER NEW JOB CONTRACT SCHEME ARE ELIGIBLE TO PARTICIPATE IN THE TENDER.

INTENDING TENDERERS OR THEIR AUTHORISED PERSONS WITH AUTHORISATION LETTER MAY COLLECT COPY OF BID DOCUMENTS FROM THE O/O DIVISIONAL ENGINEER (IT-IV), CALCUTTA TELEPHONES, P-10 New CIT Road, 4th floor, Kolkata-700 073, WITH EFFECT FROM **18/09/2006** UP TO **12/10/2006** BETWEEN **1200 HRS. and 1600 HRS.** ON ALL OFFICE WORKING DAYS, ON SUBMISSION OF ORIGINAL MONEY RECEIPT OF **RS. 500/- (RUPEES FIVE HUNDRED ONLY)** NEITHER TRANSFERABLE NOR REFUNDABLE TOWARDS THE PRICE OF BID DOCUMENT ACCEPTED IN THE FORM OF CASH / CROSSED DEMAND DRAFT ON ANY NATIONALISED / SCHEDULED BANK PAYABLE AT KOLKATA IN FAVOUR OF “**ACCOUNTS OFFICER (CASH) WORKS, BSNL, CALCUTTA TELEPHONES**”, AT **TODI MANSION, P-15, INDIA EXCH. PLACE EXTN. (12TH FLOOR), KOLKATA -700073.**

THE DOCUMENTS AVAILABLE IN THE WEB SITE IS LEGALLY VALID FOR PARTICIPATION IN THE TENDER. THE PARTICIPANTS MAY DOWNLOAD THE TENDER DOCUMENTS FROM WEB SITE AND SUBMIT THE SAME DULY FILLED. A CROSSED DEMAND DRAFT ON ANY NATIONALISED / SCHEDULED BANK PAYABLE AT KOLKATA FOR Rs. 500/- IN FAVOUR of “**ACCOUNTS OFFICER(CASH)WORKS, BSNL, CALCUTTA TELEPHONES**”, AT **TODI MANSION, P-15, INDIA EXCH. PLACE EXTN. (12TH FLOOR), KOLKATA -700073** FOR THE BID DOCUMENTS CHARGE, TO BE SUBMITTED TO THE **O/O DIVISIONAL ENGINEER (IT-IV), CALCUTTA TELEPHONES, P-10 New CIT Road, 4th floor, Kolkata-700 073 ALONG WITH THE BID.**

**DIVISIONAL ENGINEER (IT-IV),
Calcutta Telephones**

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SECTION II

INSTRUCTIONS TO BIDDERS

(A) INTRODUCTION

1. DEFINITIONS

- (a) **"The Purchaser"** means the **Bharat Sanchar Nigam Limited, General Manager (IT) O/O The General Manager (IT) , Calcutta Telephones P-10 New CIT Road, 10th floor, Kolkata-700 073**
- (b) **"The Bidder"** means the individual or firm who participates in the tender and submits its bid.
- (c) **"The Supplier"** means the individual or firm supplying the goods & services under the contract.
- (d) **"The Goods"** means all materials, goods & services which the Supplier / contractor is required to supply / provide to the Purchaser under the contract.
- (e) **"The Advance Purchase Order"** means the intention of the Purchaser to place the Purchase order on the bidder.
- (f) **"The Purchase Order"** means the order placed by the purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- (g) **"The Contract Price"** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

2. ELIGIBLE BIDDERS

The eligible bidders should be Indian companies / service provider registered to carry out jobs as per the tendered item in India, having obtained clearance from Reserve Bank of India wherever applicable. Authorised Dealer of the tendered item may also be eligible to participate.

3. COST OF BIDDING

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

(B). THE BID DOCUMENTS

4. DOCUMENTS REQUIRED

- 4.1 The goods & services which the Supplier / contractor is required to supply / provide, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The Bid documents include:

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- Notice Inviting Tender
- Instruction to Bidders
- General (Commercial) condition of Contract
- Schedule of requirement
- Job Specifications
- Bid Form
- Price Schedule
- Bid Security form
- Performance Security Bond Form
- Letter of authorization for attending Bid opening
- Agreement format
- Check list of the tender documents

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

5 CLARIFICATION OF BID DOCUMENTS

5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing or by FAX at the Purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives not later than 10 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.

5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.

6. AMENDMENT OF BID DOCUMENTS

6.1 At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments. .

6.2 The amendments shall be notified in writing or by FAX to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.

6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

(C) PREPARATION OF BIDS

7. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise the following components:

- (a) Documentary evidence established in accordance with the clause 2 & 10 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- (b) Bid Security furnished in accordance with clause 12.
- (d) A Bid form and price schedule completed in accordance with clause 8 & 9.

8. BID FORM

The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods & services which the Supplier / contractor is required to supply / provide, to be supplied, brief description of the goods, quantity and prices as per section VII.

9. BID PRICES

9.1 The basic unit price and all other components of the price need to be individually indicated against the goods & services under the contract as per the price schedule given in Section VII. Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.

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- 9.2 (i) The supplier shall quote as per price schedule given in section VII for all the items given in schedule of requirement.
- 9.3 The Price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.
- 9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price offered.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or which ever is required as per terms and conditions of Bid Documents.

(i) **Certificate of incorporation / Trade License.**

(ii) **Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.**

(iii) **Latest Income Tax Clearance Certificate / PAN No.**

(iv) **Valid Sales Tax, Service Tax, VAT Registration Certificate.**

(v) **Document of registration for EPF , ESI with the appropriate registering Authority**

11. **Only Reputed / Authorised service provider/ Suppliers of the items/ jobs tendered for will be eligible to offer their bids.**

12. BID SECURITY

- 12.1 Pursuant to clause 7, the bidder shall furnish, as part of his bid, a bid security for an amount of **Rs 10,000/- (RUPEES TEN THOUSAND ONLY)**. The bidders (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security up to the amount equal to their monetary limit. In case of bidders having monetary limit as "NO LIMIT", the exemption will be limited to *Rs.50,00,000/-* (Rupees Fifty Lakhs) only as per existing policy of BSNL. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid.
- 12.2 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to para 12.7.
- 12.3 **The bid security shall be in the form of a Bank Guarantee/ Demand Draft / Bankers CHQ on a Nationalised / Scheduled Bank valid for a period of 180 days from the date of tender opening.**
- CHQ/DD may be drawn in favour of "ACCOUNTS OFFICER (CASH) WORKS, BSNL, CALCUTTA TELEPHONES", payable at Kolkata .**

OR,

Bank Guarantee in favour of "General Manager (IT), Calcutta Telephones, 10th floor, P-10 New CIT Road, Kolkata-700 073

- 12.4 The bank guarantee for bid security or NSIC certificate for claiming exemption from submission of bank guarantee against bid security, as prescribed in clauses **12.1 & 12.3** of Section II of the bid document shall be submitted along with the bids **in a separate cover**. The bank guarantee so submitted shall be as per the format given in Section VIII on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number. This cover should be superscribed as **"BID SECURITY FOR TENDER No-----: RCC/CAL-3059/EXTL AGENCY Dt 18/09/2006**
- 12.5 The small scale Industries registered with National Small Scale Industries Corporation (NSIC) for the tendered Item under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit their latest NSIC certificates and documents in respect of their monetary limit and financial capability **duly certified by NSIC.**

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- 12.6 **A bid not secured in accordance with para 12.1 & 12.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and the bid shall be rejected and returned to the bidder unopened.**
- 12.7 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of the bid validity prescribed by the purchaser pursuant to clause 13.
- 12.8 **The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security.**
- 12.9 The bid security may be forfeited:
- (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
 - (b) In the case of successful bidder, if the bidder fails:
 - (i) to sign the contract in accordance with clause 28 or
 - (ii) to furnish performance security in accordance with clause 3 section III.
 - (c) In both the above cases, i.e. 12.9 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of APO. The bidder will not approach the court against the decision of BSNL in this regard.

13. PERIOD OF VALIDITY OF BIDS

- 13.1 **Bid shall remain valid for one year from the date of opening of bids prescribed by the purchaser pursuant to clause 19.1. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.**
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

14. FORMAT AND SIGNING OF BID

- 14.1 The bid shall contain no inter lineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

(D). SUBMISSION OF BIDS

15. SEALING AND MARKING OF BIDS :

- a) The Tender papers shall be properly sealed with sealing wax or PVC tape and marked as "**Technical (All technical & Commercial Documents as per tender together with Bid Security receipt)**" and "**Financial (Price schedule as per tender)**" bids in two separate envelopes and both should be put into an **THIRD outer** envelope that has also to be properly sealed in the same manner. The tender **must** be superscribed with tender for "**DIFFERENT KINDS OF JOBS REQUIRED FOR THE IT CELL UNDER NEW JOB CONTRACT SCHEME, CALCUTTA TELEPHONES**".
- b) All The envelopes shall be addressed to The DE (IT-IV), Calcutta Telephones, P-10, New CIT Road, 4th floor , Kolkata-700073.
- c) **The bottom left hand corner of the covers should indicate the name and address of the firm / tenderer.**

16. SUBMISSION OF BIDS :

- a) Tender offer must refer to the letter / notice inviting tender.
- b) Tender offer shall be submitted only in the prescribed forms marked as "**DIFFERENT KINDS OF JOBS REQUIRED FOR THE IT CELL UNDER NEW JOB CONTRACT SCHEME, CALCUTTA TELEPHONES**". "Compliance" and "Price Schedule" enclosed with the tender documents along with other documents asked for in the tender.
All the items of these documents must be answered or filled up carefully and no item should be left blank.
In case **more than one price options** are offered in the Tender, all the items have to be answered separately using **separate sheets for every such option.**
- c) **Tenderer must submit all the information asked for in the Tender Document and indicated as summary in the List of Documents to be submitted .**
- d) **All prices must be quoted in Indian Rupees**, both in figures and in words for total figures. Any correction / overwriting must be authenticated by the signature of the tenderer or his authorized signatories. **In case of**

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mismatch of these two figures, the **figure in words will be considered** for price comparison. Price should be inclusive of all taxes and duties as per price schedule.

- e) **The Tender submitted must not contain any ambiguity. Any such ambiguity in the Tender submitted shall make it liable for rejection.**
- f) Price quoted should be inclusive of all taxes and duties if any. Local Bill should be raised in Indian Rupees along with local taxes etc.
- g) **Each page** of the tender paper, Price Schedule , Declarations, if any **must be signed by the tenderer with company/firm seal.**
- h) If any person other than the tenderer himself signs the tender documents, attested copy of **necessary Power Of Attorney must be attached** with the Tender.
- i) In case the Tender is submitted by any partnership firm, **attested copy of the concerned Partnership deed / deeds must accompany** the Tender.
- j) **The tender document is not transferable.**
- k) **No amendment** to the tender in any form by the Tenderer will be permitted after opening of the Tenders. **No conditional offers shall be accepted.**
 - l) Submission of tender will bind the tenderer to the acceptance of **ALL CONDITIONS** specified in the tender document.
- m) **Canvassing** in any form is forbidden and will be a disqualification.

- n) **Declarations as specified must be signed with company/Firm seal by the tenderer / authorized signatory as a token of agreement and enclosed with the tender offer. The Contractual Agreement as mentioned in the Declarations will be executed after the receipt of the stipulated performance security from the successful tenderer and before the placement of the firm order.**

o) "Sealed Tender" has to be deposited in the "Tender box" kept in the office of DE(IT-IV), Calcutta Telephones on any working day up to 11.30 hrs. of 13/10/2006

17. LATE BIDS

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 16, **shall be rejected and returned unopened to the bidder.**

18. MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.
- 18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and despatched as required in the case of bid submission in accordance with the provision of clause 15.(a) withdrawal notice may also be sent by FAX but followed by a signed confirmation copy by post **not later than the deadline for submission of bids.**
- 18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

(E). BID OPENING AND EVALUATION

19. OPENING OF BIDS BY PURCHASER

- 19.1 The purchaser shall open bids in the presence of bidders or their authorized representatives who choose to **attend, at 12:00 hrs on due date.** The bidder's representatives, who are present shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening **(A Format is given In section X).**
- 19.2 A maximum of two representatives of any bidder shall be authorized and-permitted to attend the bid opening.
- 19.3 The bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening.

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19.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

19.5 **Tenders (Technical bid only) will be opened on 16/10/2006 at 1200 hrs. in presence of the attending tenderers or their authorized representatives.**

19.6 **Venue of opening the tenders will be office of DE(IT-IV), Calcutta Telephones, P-10, New CITRoad, Kolkata-700 073.**

19.7 Evaluation Criteria:

(a) Only the commercially qualifying tenderers (after opening all the tenders by Technical Opening Committee), will be taken into consideration for examining their Technical bids by the TEC.

(b) Only the short listed technically valid tenderers will be considered for the financial bid opening. The **Financial bids will not be opened for technically unsuccessful bidders.**

(c) Any technically valid tenderer whose offer of all the items together found lowest will be recommended for selection.

(d) The Purchaser will arrange the commercially and technically valid bidders in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The bidder with the lowest evaluated price will be considered for about (100)% of the tendered quantity.

19.8 Intimation will be given to the technically and commercially evaluated short listed valid bidders by Fax or in writing before opening the price bid. The financial bids will be opened in the presence of the attending tenderers or their authorized representatives. The financial bids will not be opened for technically unsuccessful bidders.

20. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. **However, no post bid clarification at the Initiative of the bidder shall be entertained.**

21. PRELIMINARY EVALUATION

21.1 Purchaser 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.

21.2 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.**

21.3 Prior to the detailed evaluation pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

21.4 **A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.**

21.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or effect the relative ranking of any bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

22.2 The evaluation and comparison of responsive bids shall be done on the price of the goods and services offered inclusive of Levies & Taxes as indicated in **Section VII** of the Bid Document

23. CONTACTING THE PURCHASER

23.1 Subject to Clause 20, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of

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the bid opening till the time the contract is awarded.

23.2 Any effort by a bidder to modify his bid or influence the-purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

(F) AWARD OF CONTRACT

24. PLACEMENT OF ORDER

(a) The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods / services have been type approved/validated by the purchaser. **The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.**

(b) In the event of any of the eligible bidder(s) not agreeing to supply the goods / services or not being considered by BSNL for ordering the **goods / services**, Interse ranking of the bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot(s). This will be done to ensure that the number of bidders supplying the goods / services remains same as earlier.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

(a) BSNL will have the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

(b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 50% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the earliest date of acceptance of APO at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reason -ability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

(a) The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

(b) *Chief General Manager, Calcutta Telephones is not bound to accept the lowest tender.*

(c) Chief General Manager, Calcutta Telephones reserves the right to place even partial or repeat orders within the price validity period at the same price, terms and conditions of the tender accepted.

27. ISSUE OF ADVANCE PURCHASE ORDER

27.1 The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.

27.2 The bidder shall within 14 days of issue of the advance purchase order, give his acceptance along with performance security in conformity with **section IX** provided with the bid document.

28. SIGNING OF CONTRACT

28.1 The issue of Purchase order shall constitute the award of contract on the bidder. Upon the successful bidder furnishing performance security, the Purchaser shall discharge the bid security in pursuant to **clause 12**.

29. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of **clause 28** shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

30 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. **Non-compliance of any one of which shall result in out**

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right rejection of the bid.

- (i) **Clause 15 of Section II:** The bids will be recorded/ returned unopened if covers are not properly sealed with 'PERSONAL SEAL' of the bidder.
- (ii) **Clauses 12.1, 12.3 & 13.1 of Section II:** The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.3 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- (iii) **Clause 2 & 10 of Section II:** If the eligibility condition as per clause 2 of Section II is not met and/or documents prescribed to establish the eligibility as per Clause 10 of section II are not enclosed, the bids will be rejected without further evaluation.
- (iv) If clause-by-clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation. **In case of no deviations, a statement to that effect must be given.**
- (v) **Section III Commercial conditions:** Compliance if given using ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- (vi) **Section VII Price Schedule:** Prices are not filled in as prescribed in price schedule.

31 Purchaser reserves the right to disqualify the supplier / service provider for a suitable period habitually failed to supply / provide the goods / services in time. Further, the supplier / service provider whose goods / services do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.

32 Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

33 The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person the tender will be canceled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

The company or firm or the person will also be debarred for further participation in the concerned unit.
The near relatives for this purpose are defined as:-

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter In law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother In law).

The format of the certificate to be given is

"I

s/o

r/o

hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit / without any prior intimation to me,"

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SECTION III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general condition shall apply in contracts made by the purchaser for the procurement of goods & services.

2. STANDARDS

The goods and services supplied/ provided under this contract shall conform to the standards prescribed in the Job Specifications mentioned in **section V**.

3. PERFORMANCE SECURITY

- 3.1 **The supplier/ service provider is required to furnish A Bank Guarantee on a Nationalised / Scheduled Bank in a standard format for an amount equal to 5% of the approximate value of work order for a year within two weeks from the date of issue of letter of intent.**

Bank Guarantee may be drawn in favour of "General Manager (IT), Calcutta Telephones, 10th floor, P-10 New CIT Road, Kolkata-700 073" and must be submitted to DE (IT-IV), Calcutta Telephones, P-10 New C I T Road, Kolkata-700 073. Firm work order will be issued only after receiving the PERFORMANCE SECURITY and AGREEMENT.

- 3.2 Performance *Security will carry no interest.*

- 3.3 The performance *security will be refunded* after expiry of warranty period or after two years whichever is later.

- 3.4 Performance Security shall be liable for *appropriation / adjustment against any liquidated damages* and/or Penalty, If the tenderer fails or neglects to perform any of his obligations under the tender, it shall be lawful for the Chief General Manager, Calcutta Telephones to forfeit either whole or any part of the Performance security furnished by the tenderer and terminate the contract.

- 3.5 **Validity of Performance Security Bank Guarantee shall be for the whole period of the contract.**

4. PENALTY

- a) Performance *Security will be forfeited* for unsatisfactory service.

- b) **If the total penalty amount recovered exceeds 50% of the performance security amount, the Chief General Manager; Calcutta Telephones reserves the right to cancel the contract. In such cases, the full amount of performance security shall be forfeited to the Calcutta Telephones.**

5. CREDENTIALS

- a) The Tenderer shall submit a list of important customers served with documentary evidence along with the Tender. The name and contact number of one representative officer of each of these customers should be submitted. The Chief General Manager, Calcutta Telephones or any of his officers deputed for this purpose, reserve the right to inspect any such customer premises for evaluation of performance and services.

6. PAYMENT TERMS

6.1 Payments will be made on production of pre-receipted bills in triplicate drawn in favour of DE (IT-IV) along with necessary documents/ papers/ certificates at the end of each month.

6.2 Payments will be made by A/C payee cheque from the o/o **ACCOUNTS OFFICER (CASH) WORKS, BSNL, CALCUTTA TELEPHONES", TODI MANSION, P-15, INDIA EXCH. PLACE EXTN. (12TH FLOOR), KOLKATA -700073**

7. PRICES

- (i) (a) Prices charged by the supplier for goods and services delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.

- (b) In the case of revision of Statutory Levies/taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices.

- (ii) (a) Prices once fixed will remain valid during the schedule delivery period. Increase and decrease of Taxes and other statutory duties will not affect the price during this period.

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- (b) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier.

8. CHANGES IN PURCHASE ORDERS

- 8.1 The purchaser may, at any time, by a written order given to a supplier / service provider , make changes within the general scope of the contract in anyone or more of the following:
- (a) Type of work, locations, where Goods and services are to be supplied / provided under the contract will be specifically given by the Purchaser;
- (b) the goods / services to be provided / supplied by the supplier / service provider.

9 LIQUIDATED DAMAGES

9.1 Liquidated damages :

Any amount which becomes due and recoverable from the vendor on account of liquidated damages or on account of any matter relating to this contract, shall also be recoverable from any sum that is due or any sum thereafter that may become due to the vendor out of this contract or any other contract with Chief General Manager, Calcutta Telephones.

This penalty clause is *relaxable under the "Force Majeure" conditions*.

10 FORCE MAJEURE –

- 10.1 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 is prevented or, delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay. In performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract. ' .

10.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

11 TERMINATION FOR DEFAULT

- 11.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part
- a) if the supplier fails to provide required number of labourer within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15.
- b) if the supplier fails to perform any other obligation(s) under the Contract; and
- c) if the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
- 11.2 In the event the purchaser terminates the contract in whole or in part the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

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12. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

13. AGREEMENT

A contractual agreement will be required to be signed/ entered into before awarding the final work order / purchase order. On selection of successful tenderer herein after called the Contractor, an advance purchase order will be sent to him. After depositing the performance Security / Bank Guaranty, consolidated work order / purchase order will be issued. However this is subject to actual expenditure per month and payment will be made on the basis of actual work done. At least Six months notice will be required to give by and between the parties for closing the contract.

14. ARBITRATION

14.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically, provided under this agreement), the same shall be referred to the sole arbitration of the CMD, BSNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CMD, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CMD or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CMD or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the

agreement in the event of such an arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason whatsoever, the CMD, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

14.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the lime being in force shall be deemed to apply to the arbitration proceeding under this clause.

14.3 The venue of the arbitration proceeding shall be the office of the CMD, BSNL, New Delhi or such other places as the arbitrator may decide.

15. SET OFF

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL.

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SECTION IV

SCHEDULE OF REQUIREMENTS

1 Scope of Work:

The Job Contract Works will be awarded in accordance with the standing guidelines.. The tenderer shall be responsible for the integrity and faithfulness of staff deputed for working. Any misconduct or lack of integrity of the staff engaged for will be the tenderer's responsibility.

The CGM, BSNL, Calcutta Telephones District (CTD) reserves the right to modify the specification if considered necessary, for the due performance of the work, provided it does not amount to substantial change in terms of contract.

Details of works and there approximate quantity and frequency will be :

Sl.No.	Name of Job	Details of work	Frequency
1	Packing of Telephone bills & other printouts per box Semi Skilled (3000 bills/ box)	At 6 th floor, 4 th floor TBZ, Tel bhawan All types of paper A4, S/Pt, T/Pt Qty 150 box av.	Monthly
2	Vacuum Cleaning of the false floor Un Skilled (per 1000 sq. ft)	6 th floor Main IT cell TBZ 3000 sft/ month	Monthly
3	Cleaning of furniture Semi Skilled (per 1000 sq.ft.)	Full IT Cell TBZ + Telephone Bhawan av. 5000 sft/week	Weekly
4	Cleaning of Gadgets Semi Skilled (per 1000 sq.ft)	Full IT Cell TBZ + Telephone Bhawan av. 1500 sft/week	Weekly
5	Carrying Computer items from / to vehicle to Work spot Un Skilled (per vehicle)	Loading , un loading of PC, printers, other equipment from IT cell (TBZ + Telephone Bhawan) to different locations throughout CTD & back Total 10 vehicles/month	Monthly
6	Cleaning of floor with Soap water including false floor in Core Area Semi Skilled (per 1000 sq.ft.)	Main computer room : 4600 sft Room no 405,505 } PA to DGM, DE/CAO} SDE at 5 th floor : 1605 sft GM at 10 th floor : 298 sft Room 407/ office room : 980 sft 4 th floor laser room : 1026 sft Total : 8509 sft/ day	Daily
7	Cleaning of glass partition wall Un Skilled (per 1000 sq.ft.)	DQ Tel Bhawan : 3132 sft Computer room 6 th floor : 2700 sft Room no 407 etc. TBZ : 1306 sft Room 405 / 505 etc. : 1736 sft Total : 8874 sft/ month	Monthly

Tendered quantities are subject to variation as per requirements of a particular month.

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As per the latest Departmental order effective from 01.01.2006 the rates will be as follows till further orders.

Components	Per Unskilled labourer	Per Semi-Skilled labourer
Min. wage per day (8 hours duty)	Rs. 93.21 p	Rs. 96.15 p
EPF contribution @ 12% on Min. wage	Rs. 11.18 p	Rs. 11.54 p
ESI @ 4.75% on Min. wage	Rs. 04.43 p	Rs. 04.57 p
Maximum Administrative charge @ 4% on Min. wage	Rs. 03.73 p	Rs. 03.85 p
Financial Assistance Charge @ 7% on Min. wage subject to max Rs 2000/- per year per labor	Rs. 06.53 p	Rs. 06.73 p
Maximum Supervision charge @24% on Min. wage	Rs. 22.37 p	Rs. 23.07 p
Unit rate	Rs. 141.45 p	Rs. 145.91 p

1. One man-day (8 hours job) is considered as one unit and units involved against each type of job is considered.
2. Basic rate for Unskilled labourer is Rs. 93.21 p and for Semi-Skilled labourer is Rs. 96.15 p effective from 01.01.2006
3. Av day per month may be taken as 26 days and 4 weeks in a month for calculations.

4. The following charges have to be paid to the *labours by the contractor* :

- **EPF @ 12% on minimum wage**
- **ESI @ 4.75% on minimum wage**
- **Financial Assistance @ 7% on minimum wage maximum Rs 2,000/- per labour per year subject to final approval / order of the Competent authority for a particular year.**

The following contribution of the Labours towards EPF and ESI are to be deducted from the wages of the labour and to be Deposited to the competent authority by the contractor.

- **EPF 12% on minimum wage**
- **ESI 1.75% on minimum wage**

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5. Job contractors will be reimbursed an additional amount of Financial Assistance Charge @ 7% of Minimum wages and will be limited to maximum Rs 2,000/- per labour as per latest order No. GM(OP-S)/05-06/Misc. dated at Kolkata, the 16th November,2005. This order is valid for the year 2005-2006 only.

Financial Assistance so allowed will remain in force for that financial year only. Administration reserves the right to withdraw or modify it any time. Orders for Financial Assistance during 2006-2007 not yet issued. **This Financial Assistance is payable in Important Occasion to each of the contract labours.**

6. Identity issue of contract labour : Labour 10 (TEN) will be engaged by the contractor on the basis of job requirements as per the SECTION- V Job Specification. List of such labours engaged by name may be submitted by the contractor to the Employer against each work order. **In engaging labours priorities may be given to the labours who were engaged against earlier work orders.**

7. Temporary GATE PASS may be issued to the contractor against each work order for a specified period of the job and for specific number of labours deployed. In turn the contractor shall distribute the same to the labours deployed by him for BSNL.

8. Rates once decided, will be applicable for one year / whole period of the contract from the date of acceptance of the offer. All quoted prices shall not be affected by any escalation in prices of materials, etc. **However minimum wages and other benefits will be paid as per the rates fixed by the departmental.**

9. The selected Contractor shall have to supply the labours within seven days from the date of receipt of firm order. If the supplied labours are found unsuitable must be replaced forthwith.

10. The labour is to be paid a minimum wage per day (for each 8 hours) as per departmental circulars issued by the competent authority. **All rates are subject to time to time revision issued by the competent authority .**

11. Labour payment is to be made within 15th of each month. A certificate in support of payment of minimum wages to the labour is to be submitted to the Principal Employer.

12. No advance payment will be made for the supply of labours. Payment will be made on monthly basis after receiving bills within 15 (fifteen) days thereafter.

13. However final Acceptance of the tender will be at the discretion of competent authority of Calcutta Telephones, BSNL.

14. The contractor in his quoted rate should include all types of charges as per above table.

15. Payment to the labour must be done as per the Type of labour Unskilled and Semi-Skilled.

16. Quoted price should be inclusive of all types of charges , taxes, duties, levies etc.

17. **Altogether 10 (TEN) labours** for 8 hours per day excluding Sundays and holidays are to be deputed for execution of the jobs as specified above.

18. The rate quoted by the successful contractor will remain **valid at least for ONE YEAR** from the date of acceptance of the offer. The BSNL authority may extend the period for another one year with prior approval.

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by the Bidder with stamp**

SECTION V

Job Specification

Name of Job	Type of labour
1. Packing of Telephone bills & other printouts	: Semi Skilled
2. Vacuum Cleaning of the false floor	: Un Skilled
3. Cleaning of furniture	: Semi Skilled
4. Cleaning of Gadgets	: Semi Skilled
5. Carrying Computer items from / to vehicle to Work spot	: Un Skilled
6. Cleaning of floor with Soap water including false floor	: Semi Skilled
7. Cleaning of glass partition wall	: Un Skilled

The following jobs are required to be carried out by the contractor/ service provider :

Sl.No.	Name of Job	Details of work	Frequency
1	Packing of Telephone bills & other printouts per box Semi Skilled (3000 bills/ box)	At 6 th floor, 4 th floor TBZ, Tel bhawan All types of paper A4, S/Pt, T/Pt Qty 150 box av.	Monthly
2	Vacuum Cleaning of the false floor Un Skilled (per 1000 sq. ft)	6 th floor Main IT cell TBZ 3000 sft/ month	Monthly
3	Cleaning of furniture Semi Skilled (per 1000 sq.ft.)	Full IT Cell TBZ + Telephone Bhawan av. 5000 sft/week	Weekly
4	Cleaning of Gadgets Semi Skilled (per 1000 sq.ft)	Full IT Cell TBZ + Telephone Bhawan av. 1500 sft/week	Weekly
5	Carrying Computer items from / to vehicle to Work spot Un Skilled (per vehicle)	Loading , un loading of PC, printers, other equipment from IT cell (TBZ + Telephone Bhawan) to different locations throughout CTD & back Total 10 vehicles/month	Monthly
6	Cleaning of floor with Soap water including false floor in Core Area Semi Skilled (per 1000 sq.ft.)	Main computer room : 4600 sft Room no 405,505 } PA to DGM, DE/CAO} SDE at 5 th floor : 1605 sft GM at 10 th floor : 298 sft Room 407/ office room : 980 sft 4 th floor laser room : 1026 sft Total : 8509 sft/ day	Daily
7	Cleaning of glass partition wall Un Skilled (per 1000 sq.ft.)	DQ Tel Bhawan : 3132 sft Computer room 6 th floor : 2700 sft Room no 407 etc. TBZ : 1306 sft Room 405 / 505 etc. : 1736 sft Total : 8874 sft/ month	Monthly

Read, Understood and signed
by the Bidder with stamp

SECTION VI

BID FORM

Tender No. RCC/CAL-3059/EXTL AGENCY Dt 18/09/2006

To

**General Manager (IT) , Calcutta Telephones
P-10 , New CIT Road , Kolkatta - 700073**

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 supply and deliver in conformity with the said conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to commence deliveries within () months and to complete delivery of all the items specified in the contract within () months calculated from the date of issue of your purchase order.
3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
4. We agree to abide by this Bid for a period ofdays 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 Purchase Order of 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 thisday of2006

Name and Signature

In the capacity of

Duly authorized to sign the bid for and behalf of

Witness

Address

Signature

**Read, Understood and signed
by the Bidder with stamp**

SECTION VII

PRICE SCHEDULE

Each page of price schedule must have signature, name of signatory and must bear the company seal.

Price schedule of Different jobs as per latest circular effective from 01.01.2006 :

Sl. No.	Name/items of Job	Unit (Man-hour)	Rate On the basis of minimum wage depending on Semi Skilled & Un-Skilled in Rs	Supervisory expenditure in Rs (Max 24% of min wage)	Administrative expenditure in Rs (Max 4% of min wage)	Total Unit price including all in Rs. (B+C+D)	Area / Qty (Approx)	Total cost per month in Rs. F X E
		A	B	C*	D*	E*	F	G*
01.	Packing of Telephone bills & other printouts (3000 bills/ box) Semi Skilled	0.03	2.88				150 boxes/ month	
02.	Vacuum Cleaning of the false floor (1000 sq. ft) Un Skilled	0.1	9.32				3000 sq.ft./ month	
3	Cleaning of furniture (1000 sq.ft.) Semi Skilled	0.25	24				5000 sq.ft./ week	
04.	Cleaning of Gadgets (1000 sq.ft) Semi Skilled	0.25	24				1500 sq.ft./ week	
05.	Carrying Computer items from / to vehicle to Work spot (per vehicle) Un Skilled	2.00	186.42				10 vehicles/ month	
06.	Cleaning of floor with Soap water including false floor in Core Area (1000 sq.ft.) Semi Skilled	1.00	96.15				8509 sq.ft./ day	
07.	Cleaning of glass partition wall (1000 sq.ft.) Un Skilled	0.25	23.3				8874 sq.ft./ month	
GRAND TOTAL								Rs.
(Rupees)								

SIGNATURE OF THE FIRM/VENDOR

OFFICIAL SEAL OF THE FIRM/VENDOR

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1. One man-day (8 hours job) is considered as one unit and units involved against each type of job is considered.
 2. Basic rate for each Unskilled labourer is Rs. 93.21 p and for each Semi-Skilled labourer is Rs. 96.15 p effective from 01.01.2006.
- 3. Average day per month may be taken as 26 days and 4 weeks in a month for all calculations**
4. Quoted price should be inclusive of all types of charges , taxes, duties, levies etc.
 5. Altogether 10 (TEN) labours for 8 hours per day excluding Sundays and holidays are to be deputed for execution of the jobs as specified above.
 6. The rate quoted by the successful contractor will remain valid at least for one year / whole period of the contract from the date of acceptance of the offer.
 7. Total Price will be $G = (F \times E)$ on monthly basis excluding EPF, ESI and Financial Assistance as per the chart to be calculated on minimum wage.
- 8. Successful selected bidder should be valid bidder selected on the basis of lowest quote of total cost per month in Rs at Col "G".**
9. Column marked '*' must have to be filled up by the contractor. **No change in the format will be allowed.**
 10. In case of any mistake in calculating the total price mentioned in (col G), the unit rate as offered in col E will be taken as valid rate However final Acceptance of the tender will be at the discretion of competent authority of Calcutta Telephones, BSNL.

**Read, Understood and signed
by the Bidder with stamp**

SECTION VIII

BID SECURITY FORM

Whereas (hereinafter called "the Bidder") has submitted its bid dated for the supply of vide Tender No. dated KNOW ALL MEN by these presents that WE OF having our registered office at (hereinafter called "the Bank") are bound unto Bharat Sanchar Nigam Limited (hereinafter called "the Purchaser") in the sum of Rs for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (a) **fails or refuses to execute the Contract, if required; or**
 - (b) **fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.**

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

This guarantee will remain in force as specified in clauses 12 and 28 of section II of the Bid Document up to and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority

Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch

Fax No. of Branch

**Read, Understood and signed
by the Bidder with stamp**

SECTION IX

PERFORMANCE SECURITY GUARANTEE BOND

In consideration of the CMD, BSNL(hereinafter called 'BSNL') having agreed to exempt _____ (hereinafter called 'the said contractor (s)') from the demand under the terms and conditions of an agreement /Advance Purchase Order No _____ dated _____ made between _____ and _____ for the supply of _____ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer 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 BSNL by reason of 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 demure, merely on a demand from the BSNL by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(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 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 _____.

3. We under take to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment

4. We (name of tile 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/Department) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly earned out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us In writing on or before the expiry of TWO/TWO AND HALF/THREE YEARS (as specified in P.O) from the date hereof, we shall be discharged from all liabilities 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 lime to time any of the powers exercisable by the BSNL against the 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 far 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 _____ day of _____ for _____ (indicate the name of bank)

**Read, Understood and signed
by the Bidder with stamp**

SECTION X

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach GM (IT) before date of bid opening)

To
General Manager (IT) , Calcutta Telephones
P-10 , New C I T Road , Kolkata - 700073

Subject : Authorization for attending bid opening on 16/10/2006 in the Tender of
RCC/CAL-3059/EXTL AGENCY Dt 18/09/2006

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

<u>Order of Preference</u>	<u>Name</u>	<u>Specimen Signatures</u>
----------------------------	-------------	----------------------------

I.

II.

Alternate
Representative

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

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

Read, Understood and signed
by the Bidder with stamp

SECTION - XI

Agreement Format
(Subject to final changes)

An agreement made this _____ day of -----(month) Two thousand six between M/s _____ (name of the firm) hereinafter referred to as the CONTRACTOR (which expression shall include his/ its legal successors and assignees) of the one part and **Chief General Manager**, Calcutta Telephones, BSNL represented by the DE (IT-IV), Calcutta Telephones, BSNL, having his office at P-10 New CIT Road, Kolkata - 700 073 (hereinafter referred to as the PURCHASER of the other part in respect of the work of “ (name of the work) -----vide tender no. _____ date _____ & A.P.O No. _____ dated----- issued by the PURCHASER.

Whereas the CONTRACTOR has fulfilled the requirements and conditions regarding capacity, qualification, status etc. as mentioned in the Tender Document in respect of the work in question.

And whereas the CONTRACTOR has offered to execute the work “ _____ ” vide tender no. _____ dt. _____ as set out in SECTION ___ of the Tender Document _____ dt. _____ and all the terms and conditions hereinafter contained as well as in the said Tender Document.

And whereas the CONTRACTOR has in accordance with the terms of the Tender furnished security for a sum of **Rs. _____ (Rupees _____)** only in the form of BANK GUARANTEE bearing no. _____ dt. _____ of _____ (name of the Bank) and _____ Branch for due performance of the work in question as well as of the Contract herein which has been duly accepted by the PURCHASER.

And whereas the said relative Tender Documents which forms part of this agreement is annexed here to be marked as follows:

i) Tender form and Technical specifications

1. Now those present witnesses and it is hereby agreed and declared by and between the parties to those presents as follows: -

The CONTRACTOR will, during the period of this Contract, that is to say, from the date of receipt of order for the work up to the end of **one year warranty period** after successful commissioning, or until this Contract shall be terminated by such notice as is hereinafter mentioned, whichever is earlier, safely carry out by means of personnel employed at his own expenses and by means of necessary hardware & software elements , tools, implements, equipment etc. to be arranged by him to his personnel at his own expenses, all supply, installation, commissioning, training and maintenance works in the form of free comprehensive support during the warranty period as described and specified in the said Tender Document which the PURCHASER or the **Chief General Manager of Calcutta Telephones, BSNL** or any officer authorized by the Chief General Manager in that behalf shall require. As a part of the work in question, the CONTRACTOR is further liable to fulfill the followings :

(i) To ensure that all the items supplied are **new and free from all defects.**

(ii) To ensure that **all the (name of items) _____ installed and commissioned are as per the Specifications detailed in SECTION ___ of the Tender Document.**

2. For the purpose of this Agreement the Executive Officer includes the Officer under whose signature the work-order is issued and any other officer authorized by the Chief General Manager, Calcutta Telephones.
3. The Parties shall abide by the terms and conditions as laid down in the Tender Document as well as in the CONTRACT herein.
4. The CONTRACTOR shall promptly carry out all the works as per Tender Specification (Section-_____) within the time frame as specified by the PURCHASER or by any of the persons mentioned in **Clause - 1** hereof at the time of issuing Work Order.
5. The CONTRACTOR shall execute all the items of works mentioned in the Work Order in most efficient and workman-like manner and it must be in strict accordance with the instructions given to him from time to time by the officer mentioned in **Clause - 1** above or the Executive Officer.
6. The work shall, throughout the stipulated period, be proceeded with all due diligence and the time allowed to complete the work as entered in the work order should strictly be observed by the CONTRACTOR. The time in this respect shall

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be deemed to be the essence of the Contract on the part of the CONTRACTOR.

6A.To ensure that all components/spares would be made available and comprehensive support will be provided on the _____(items) if asked to do so, _____ for a **minimum period of five years (_____ years warranty and _____ years AMC)** quoted by the CONTRACTOR

7. If the CONTRACTOR fails to carry out any of his obligations under this Agreement and as mentioned in SECTION _____ of the Tender Document penalty or recovery at the rates as prescribed at Clause _____ of Section _____ of the Tender Document shall be imposed by any of the officers mentioned in **Clause - 1** above.

8. This contract shall not, nor shall any part thereof or any interest herein be transferred or assigned by the CONTRACTOR to any other person or persons or a company or attempted to be so done without the prior consent, in writing of the Chief General Manager of the CalcuttaTelephones being first obtained.

9. If the CONTRACTOR desires to transfer or assign his/its business to any other person, persons or Company, the CONTRACTOR shall make it one of the terms and stipulations of the relevant Contract of such transfer of his/properties and business to such other person or Company that such other person or Company shall, provided the Chief General Manager of the Calcutta Telephones, BSNL consents to the same, continue to perform the duties or engagements of the CONTRACTOR under this Contract and be subject to his liabilities thereunder.

10. The CONTRACTOR hereby covenants and declares that no one connected with or in the employment of the PURCHASER of BSNL is nor shall any person ever be admitted as a partner or to any interest in this Contract.

11. The aforesaid Security Deposit of Rs. _____/- (Rupees _____) only furnished by the CONTRACTOR shall be retained by the PURCHASER as security for the due and faithful performance by the CONTRACTOR of all the covenants herein contained and on his part to be observed or performed. However, if the CONTRACTOR fails to perform, satisfactorily fulfill as per Tender Specifications, Terms & Conditions of Tender Document, keep and observe all or any of the covenants, conditions or agreements on his part contained herein, then, unless the same is already forfeited, the Chief General Manager, Calcutta Telephones, BSNL will have the power to retain the whole or any part of the same and to appropriate the same or any part thereof to the use of PURCHASER absolutely as and when by way of liquidated damages and / or other dues and that without reference to the relative importance of the particular breach or breaches of Contract which might have given occasion for such appropriation and whether the PURCHASER may have sustained as containable pecuniary damages by such breach or breaches as aforesaid or not. In the case of such appropriation or retention of whole or part of the said security the CONTRACTOR shall forthwith deposit further security for the full amount or an amount sufficient to make up the deficit as the case may be.

12. The said security or so much thereof as may not have been appropriated to the use of the PURCHASER above will be returned to the CONTRACTOR after the termination of the Contract on submission of 'NO DEMAND' Certificate by the CONTRACTOR thereafter. The PURCHASER may withhold such payment up to two (2) months from the date of receipt of 'NO DEMAND' Certificate from the CONTRACTOR for the purpose of verifying records so as to ensure that there is no recovery pending for any damage.

13. That the PURCHASER will pay to the CONTRACTOR for the work which the CONTRACTOR was called upon by the Calcutta Telephones, BSNL or any of the officers mentioned in Clause - 1 above and which was satisfactorily done in accordance with the Tender Document by the CONTRACTOR at the rates as mentioned in the Work Order. For this purpose the CONTRACTOR should submit to the PURCHASER his/their bill for the items of work done by him / them against the work order at the rates specified and accepted by the Calcutta Telephones, BSNL, within 30 (thirty) days of the items of work covered by that work order having been completed , up to the satisfaction of the PURCHASER in accordance with the Tender Document, by him / them.

14. The terms of payment will be as per the provision of **clause 6 of Section III** of the Tender Document. In case the bill is not submitted within **thirty (30) days**, the claim for settlement of bill within stipulated time and damages etc. caused on account of any late settlement will not be entertained by the PURCHASER.

15. The CONTRACTOR may use the form ACE-10, to prepare his bills but bills prepared by him on his own form etc. may be accepted provided those comply with the following conditions :-

16. The bills be submitted in triplicate, all copies being signed by the CONTRACTOR. The three _____ copies may be marked as 'Original', 'Duplicate' and 'Triplicate'.Details of the quantity and nature of each item of work done or material supplied as well as the stipulated rates be given. All the Bills must be supported with proper delivery challan where ever applicable. Satisfactory Completion Certificate issued by the Calcutta Telephones, BSNL to be attached. The number and date of the Work Order be mentioned.

17. In the event of any penal action as mentioned in **Clause 9 of Section-III** of the Tender Document leading to cancellation of Work Order, being adopted, the CONTRACTOR shall have no claim for compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into arrangement or made any advance on account of or with the view of the execution of the work or the performance thereof.

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18. In the event of any of the said Executive Officers exercising the powers to cancel the Work Order of the Tender Document, he may, if he so desires, take possession of all or any of the tools, plants materials and stores in or upon the works on the site thereof or belonging to the CONTRACTOR, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same any amount at Contract rates or in the case of this not being applicable at current market rate to be certified by any of the said officers whose certificate thereof shall be final, any of the said officers may, in the alternative request the CONTRACTOR or his agents and servants to remove such tools, plants materials or stores within a time specified and in the event of the CONTRACTOR failing to comply with this requisition, any of the said officers may remove them at the CONTRACTOR's expenses and sell them by public auction or private sale on account of the CONTRACTOR and on his risk and responsibility and certificate of any of the said officers as to the expenses of any such sale shall be final and conclusive against the CONTRACTOR..

19. Any notice required to be given under these presents may be given by delivering to or leaving the same with the CONTRACTOR at the address given above or by posting letter addressed to the CONTRACTOR at the said address and shall be deemed to be served at the time of such delivery or at the time of leaving the same with the CONTRACTOR and in cases of posting at the time when the letter would have reached the CONTRACTOR in the ordinary course by post.

20. ARBITRATION CLAUSE :

(i) In the event of any question, dispute, difference arising under this agreement or in connection therewith (except as to the matters the decision of which is specifically provided under this agreement) the same shall be referred to the sole arbitration of the Chief General Manager, Calcutta Telephones, BSNL (herein after referred to as 'the said Officer') or any person nominated by him.

(ii) It will be no objection to any such appointment that the Arbitrator is a Government servant. If however, the Arbitrator is a Government servant he will not be one who had opportunity to deal with the matter to which the agreement relates or that in the course of his duties as Government he has expressed view, on all or any of the matters in dispute or in difference.

(iii) The award of the Arbitrator shall be final and binding on the parties. It is a term of the agreement that in the event of such Arbitrator to whom the matter is originally referred to being transferred or vacating his office dying, resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, 'the said Officer' shall appoint another person to act as Arbitrator in place of outgoing Arbitrator in accordance with the term of this agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left out by his predecessor.

(iv) The arbitrator may, from time to time, with the consent of the parties enlarge the time for making (and publishing) the Award.

(v) Subject to the aforesaid provisions, the Arbitration Act, 1940 and the rules made thereunder and any stipulation/modification for the time being in force shall be deemed to apply to the Arbitration proceeding under this clause.

(vi) Upon every and any reference as aforesaid the assessment of cost and of incidental expenses in the proceedings for the award shall be in the discretion of the of the Arbitrator. The venue of the Arbitration shall be the place from which the acceptance note is issued or such other place as the Arbitrator at his discretion may determine

21. The Chief General Manager, Calcutta Telephones or any other officer authorized by him, shall be at liberty by notice in writing to the CONTRACTOR, to terminate the Contract in any of the following cases :

(i) If any fraud or fraudulent motive is detected in the CONTRACTOR's action with the PURCHASER *and/or*.

(ii) If the CONTRACTOR demands undue charges not stipulated in the Contract *and/or*.

(iii) If any person connected with the PURCHASER of BSNL. or any official drawing salary from the Chief General Manager of Calcutta Telephones, BSNL becomes in any way interested in the Contract, for his personal gains, in connivance with the CONTRACTOR *and/or*.

(iv) If the CONTRACTOR himself or any of his servants be guilty of fraud or attempt fraud in connection with the Contract or offer any bribe or gratuity to any person connected with the Chief General Manager of Calcutta Telephones, BSNL or to any official drawing salary from the Chief General Manager, Calcutta Telephones of BSNL *and/or*.

(v) If the CONTRACTOR employs any outside agent or sublets the Contract or any right to payment thereunder without the consent in writing of the Chief General Manager, Calcutta Telephones *and/or*.

(vi) If in the event of any deduction of being made from the CONTRACTOR's security deposit the CONTRACTOR fails to make good the payment of such deductions within the time herein before specified *and/or*.

(vii) If the CONTRACTOR becomes insolvent or applies for relief as insolvent debtor and /or in case the CONTRACTOR is a company and it is wound up or in case the CONTRACTOR is a partnership firm when it is dissolved or reconstituted *and/or*.

(viii) If the CONTRACTOR makes default in or fails to comply with any of the terms and conditions set forth in this Contract *and/or*.

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(ix) If the CONTRACTOR's work found unsatisfactory in the opinion of the Chief General Manager, Calcutta Telephones in accordance with the Tender Document.

22. The CONTRACTOR shall there upon pay to the Chief General Manager, Calcutta Telephones, in addition to any sum or sums of money which the CONTRACTOR may be liable to pay under the provisions herein before stated, such sum as the Chief General Manager, Calcutta Telephones may decide to be reasonable compensation for loss or inconvenience caused. The amount of the sum for such breach on the part of the CONTRACTOR will be fixed by the Chief General Manager, Calcutta Telephones and shall be final and conclusive against the CONTRACTOR..

23. All the SECTIONS and ANNEXURES of the Tender Document constitute integral part of this Agreement.

24. The CONTRACTOR , shall, at all times indemnify the PURCHASER from/against all actions, suits, proceedings, damages' claim, demands whatever, resulting from or arising out of, or in any way connected with, or incidental to the operations caused by the Contract Documents.

25. During the performance of the work, the CONTRACTOR shall, at his/its own cost and initiative, fully comply with all applicable laws of the land including bye-laws, rules, regulations, orders or other provisions having the force of law, made / promulgated or deemed to be made or promulgated by the Government or other Civic Authorities.

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands and seals the day month and year first above written.

**BSNL, Calcutta Telephones
for and on behalf of
Bharat Sanchar Nigam Ltd.
(A Govt. of India Enterprise)**

for and on behalf of
M/s _____

(SEAL)

(SEAL)

SIGNED SEALED AND DELIVERED by the above named parties at Calcutta in the presence of :

WITNESSED BY :

WITNESS-1

WITNESS-2

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CHECK LIST OF THE TENDER DOCUMENTS

A **check list** containing total documents duly signed by the tenderers shall be submitted. The total documents submitted shall be serially numbered.

1. Duly filled in and signed Bid Form. Duly filled in and signed Price Schedule .
- 2 The bid security shall be in the form of a Bank Guarantee/ Demand Draft / Bankers CHQ on a Nationalised / Scheduled Bank valid for a period of 180 days from the date of tender opening.

CHQ/DD may be drawn in favour of “ACCOUNTS OFFICER (CASH) WORKS, BSNL, CALCUTTA TELEPHONES”, payable at Kolkata .

OR,

Bank Guarantee in favour of “General Manager (IT), Calcutta Telephones, 10th floor, P-10 New CIT Road, Kolkata-700 073

- 3 Copy of Proof of experience (credentials).
- 4 Copy of Trade license and Service Tax registration certificate
- 5 Copy of PAN / TAN Card, if any.
- 6 Office address with telephone no and name and designation of the person to be contacted.
- 7 Proof of payment of Tender Form Fee.
- 8 Copy of Partnership Deed, if any etc.
- 9 Certificate to the effect that none of his/ her relative is working in BSNL.

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