BHARAT SANCHAR NIGAM LIMITED
(A GOVT. OF INDIA ENTERPRISES)
OFFICE OF THE TELECOM DISTRICT MANAGER, RAIGARH CG 496001

BHARAT SANCHAR NIGAM LTD.

(A Govt. Of India Enterprises)

BID DOCUMENT

LIMITED TENDER FOR WALL PAINTING FOR ADVERTISMENT OF BSNL PRODUCTS & SERVICES IN RAIGARH SSA

NO:-TDM RIH/W-20-754/Ltd. Tender/ Wall Painting/ 06 **DATED : 19.01.2019**

Form No. ----------

Issued

TO,

……..

……..

……..

Issued By: -

A.G.M. (P)
O/o TDM Raigarh

BHARAT SANCHAR NIGAM LIMITED
(A GOVT. OF INDIA ENTERPRISES)
OFFICE OF THE TELECOM DISTRICT MANAGER ,RAIGARH CG 496001

NO:-TDM RIH/W-20-754/Ltd. Tender/ Wall Painting/06 **DATED : 19.01.2019**

NOTICE INVITING LIMITED TENDER

Wax / PVC tape Sealed tenders are invited for and on behalf of the Bharat Sanchar Nigam Limited (A Government of India Enterprises), by the Telecom District Manager, RAIGARH from the experienced contractors for work of **Wall Painting in multicolour, for Advertising of BSNL Products & services in RAIGARH SSA** as per description below:-.

	Description/Specification of items	**Estimated Cost (In Rs.)**	**EMD (In Rs.)**
1	Wall painting in multicolor	Rs 181500/-	Rs 4538/-

1. **Mode of payments:** The E.M.D. will be accepted in the form of DD drawn in favor of Accounts officer, (Cash), BSNL, RAIGARH, payable at RAIGARH
2. **Availability & Cost of Tender Documents** : From 19.01.2019 to 31.01.2019 , Bidders may download the tender document from www.chhattissgarh.bsnl.co.in . Cost of tender document (Rs. 560/-) must be submitted in technical bid as separate DD along with EMD (both DD must be separate to identify as cost of bid and EMD).
   Cost of Tender Document : Rs. 560/-

3. **Time & Last Date of submission of Bid :-**Up to 14:00 hrs. On date 31.01.2019 to be dropped n the Tender Box Available in the chamber of AGM (A&P) O/o TDM, BSNL, RAIGARH.

4. **Time of Bid opening :** At 14:30 hrs. On Date 31.01.2019 in the chamber of AGM (A&P) O/oTDM,RAIGARH BSNL, RAIGARH .

5. **Eligibility criteria:-** Bidder must have Experience of successful completion of Wall Painting work in BSNL/MTNL/Govt body of at least Rs 45375(Rupees Forty Five Thousand Three Hundred Seventy Five only) during last three financial years (2015-16, 2016-17 & 2017-18) & Current financial year. Certificate to be issued from class-I officer. Bidder must have PAN number, GST registration and EPF registration.

6. EMD in the form of Account payee DD of any Nationalized / scheduled bank, drawn in favor of A.O. (Cash), BSNL O/O TDM RAIGARH ï 496001.

7. The Tender which is not accompanied by the requisite Bid security (EMD) & tender cost, shall be summarily rejected. Tender will not be accepted / received after expiry date and time. TDM RAIGARH, reserves the rights to reject any or all Tenders without assigning any reason what so ever.

AGM (P)
O/o TDM RAIGARH ï 496001.

Tender form

To,

The AGM (A&P)
O/o Telecom District Manager,
Beladula Road , Raigarh (C.G.) 496001

Sub :- Limited Tender for Wall Painting, with Advertising of BSNL Products & services in RAIGARH SSA

With reference to your Tender Notice No **TDM RIH/W-20-754/Ltd.Tender/Wall Painting/06, DATED :19.01.2019** for tender on the above subject. I/ we hereby offer my / our Tender on the terms and conditions (annexed here to) and the rates specified in the schedule attached.

Should this Tender be accepted either fully or in parts I/ We hereby agree to abide by and fulfill all the terms and conditions of the contract hereafter as applicable, or in default thereof for fit to and pay to the Bharat Sanchar Nigam Limited (A Government of India Enterprises) or his successors in office, the sum of money mentioned in the said conditions without prejudice.

The sum of Rs. 4538/- by Account payee Demand Draft towards Earnest Money Deposit vide Demand draft No.---------- dated ---------- is enclosed. I/ We also agree to pay security Deposit as and when called for is in seven days.

If I / we fail to carry out the work according to the specification given in the schedule entire money and security deposits may be forfeited without prejudice to any other right or remedies of the Bharat Sanchar Nigam Limited or his successors in office.

ñI_____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.ò

Thanking you,

Yours faithfully

Signature

Place
Date:
Name :
Address
Telephone No.

SECTION-I
BIDDER'S PROFILE

Passport size photo of bidder / authorized person holding power of attorney

General:
1. Name of the **Bidder**/ firm_____
2. Name of the person submitting the tender whose Photograph is affixed Shri/Smt._____

(In case of Proprietary/ Partnership firms, the tender has to be signed by Proprietor / Partner only, as the case may be)

3. Permanent Address of the firm :_____
_____
4. E.P.F. No. _____

5. Correspondence Address _____
6. Email Id &Tel. No. (with STD code) (O)_____ (Fax)_____ [R]_____ Mobile__,_____Email ID:_____
32. Registration & incorporation particulars of the firm:
i) Proprietorship
ii) Partnership
iii) Private Limited
8. Name of Proprietor/Partners/Directors:_____

_____
_

9. ESI Registration details:_____

10. **Bidder**'s bank account details(Bank Name, Branch Name, Address & Account No) :
_____

11. Permanent Income Tax number(PAN), Income Tax circle: _____
_____

12. Infrastructural capabilities:
Capacity of engaging labors at given time _____

13. Details of Technical and supervisory Staff:.....
.....

I/We hereby declare that the information furnished above is true and correct.

Place:

Date:

Seal & Signature of **Bidder**/ Authorized signatory .....

SECTION -II

(NIT NO TDM RIH/W-20-754/Ltd. Tender/ Wall Painting/06 DATED :19.01.2019

INTRODUCTION

1. DEFINITIONS

a) ñ**The Purchaser**ò means the TDM, RAIGARH acting on behalf of Bharat Sanchar Nigam Limited

b) ñ**The Bidder**ò means the individual or firm who participates in the tender and submits its bid.

c) ñ**The Supplier**ò means the individual or firm supplying the services under the contract.

d) ñ**The Services**ò means all equipment, other materials, which the Supplier is required to supply to the Purchaser under the contract.

e) ñ**The Advance Purchase Order**ò means the intention of the Purchaser to place the Purchase Order on the bidder.

f) ñ**The Purchase Order**ò 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 ñContractò appearing in the document.

g) ñ**The Contract Price**ò means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

h) ñ**Unit**ò is defined as SSA/Circle/Chief Engineer/Chief Arch./Corporate Office for non-executive employees and all SSAs in a Circle including Circle Office/Chief Eng./chief Arch./Corporate office for executive employees (including those called as Gazette officers at present).

i) "Near Relatives" are defined as

(i) Members of a Hindu Undivided family,

(ii) They are husband and wife,

(III) The one is related to other in the manner as father, mother, son(s) & sonôs wife (daughter-in-law), Daughter(s) & Daughterôs husband (son-in-law), brother(s) & brotherôs wife, sister(s) & sisterôs husband (brother-in-law) etc. Certificate.

INSTRUCTIONS

1. The Tender should be written in English / Hindi only.
2. The work of Wall painting in multicolour with advertising of BSNL products & services will have to be started as and when required.
3. No responsibility for postal delay will be accepted and no extension of time will be granted.
4. Tender papers submitted without payment of Earnest Money Deposit on or before the tender opening date will not be considered.
5. The rates should be clearly quoted in words and figures without any correction.
6. Prices quoted should be firm for acceptance within 90 days from the date of opening of the Tender.
7. Tenders of such of the firm which do not confirm exactly according to the specifications will be rejected.
8. Tenderer shall attest all the corrections in such Tender and non-compliance with these instructions will tend the tender for rejection.
9. Tender should be submitted in one wax / PVC tape sealed envelope, containing one wax / PVC tape sealed envelope of ñTechnical bidò and another wax / PVC tape sealed envelope of ñFinancial Bid.ò Both the envelopes should be put in one wax / PVC tape sealed cover and super scribed as ñTender for Wall Painting in multicolour for advertising of BSNL products in RAIGARH SSAò and should be addressed to the AGM (P), O/o TDM, RAIGARH ï 496001. The envelope containing technical bid should be superscripted as ñTechnical bidò and envelope containing financial bid should be superscripted as ñFinancial Bidò. The tenderer has to write his name / or name of Firm on all envelops at the bottom. All envelopes must be address to AGM (P), O/o TDM, RAIGARH .
10. No adjustments will be made for the deposit money of the tender for earlier tender laying with this office separate deposit should be made.
11. No any proprietor/ Partnerôs of any firm or company should be blacklisted in any where in India by BSNL or other PSU/Organization . An undertaking is to be given by all the proprietor/ Partnerôs that, any of his firm or partner has not been blacklisted anywhere in India which is in currency by any organization/PSU/Govt. Body. if said condition come to notice at any time of contract period , then entire amount of EMD , Performance security & Bank Guarantee shall be forfeited & all running contract shall be terminated.

12. While opening of tender, first the envelope of technical bid will be opened, and tenderers who satisfy the conditions of the tender, will be considered for opening financial bid and others tenders will be rejected. The financial bids will be opened afterwards. The date of which shall be informed subsequently to technically qualified bidders only.
13. The Tenderer will have to sign all documents.

The rates not quoted in words (The contractor / Tenderer is required to quote the rate in word and figures. If there is difference between rate quoted in words and figures, the rates quoted in words will be taken as correct.)

i) The correction is not initialed (All the corrections are to be attested by the tenderer / contractor.)
ii) The tender form is not filled up and signed (Every page of the tender document is to be signed.)
iii) Tender form is not wax / PVC tape sealed properly. The envelope just closed by gum will not be treated as sealed (The tenderer / contractor is required to wax / PVC tape seal all the envelopes very carefully, since before opening of the tender, if wax / PVC tape is not found / seen as seal, the tender will be rejected. Also the tenderer is required to seal all the sides of envelopes, form where the envelope can be opened.) Non-compliance with this will tend

14.DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility the original / attested copies of following documents(attested by Gazetted officer / Notary):

i) Original Bid Security .
ii) Tender document (s), in original, duly filled including BIDDERs profile & Bid form and signed by BIDDER or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the BIDDER or by his authorized representative.
iii) Experience certificate: Attested copy of work-experience certificate of similar job works in BSNL/Any Government Bodies in last three financial years i.e. 2015-16, 2016-17 & 2017-18 & Current financial year of at least 25% of estimated cost(i.e. Rs 45375/-) of work . The experience certificate thereof should be issued by not less than the rank of STS level/EE or equivalent level officer.(costing of experience will be considered with taking sum of last three years 2015-16, 2016-17 & 2017-18 and current financial year).
iv) The registration of the firm.: Attested copy of r**egistration of the firm(Registration with Nagar Nigam/Gumasta/Departmentof Labour or competent office in case of Proprietary firm & in case of Pvt. Ltd. Company/Partnership firm registration with Registrarof firms is required ,or any other competent office)**. Authenticated copy of the partnership deed in case of partnership firm or copy of Memorandum and articles of Association in case of companies.List of all Partner/Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence if applicable.
v) Attested copy of EPF registration No.
vi) Original "Power of Attorneyôô in case person other than the BIDDER has signed the tender documents.
vi) Attested Copy of PAN No.
viii) GST registration certificate.
ix) Declaration regarding no near relative employed in BSNL in the given format available in tender document.
x) Declaration regarding not black listing of firm in the given format available in tender document
xi) Attested copy of ESI Registration.If ESIC registration is not available at the time of bid submission , a declaration letter is to be enclosed that it will be submitted at the time of

agreement failing which EMD can be forfeited and party can be black listed from any tender in BSNL.

xii) Labour license registration (Central Government of India).Labour license registration (Central Government of India).If same is not available at the time of bid submission , a declaration letter is to be enclosed that it will be submitted at the time of commencement of work, failing which EMD can be forfeited and party can be black listed from any tender in BSNL

Xiii) Latest Income Tax Return.

15. The Financial Bid should contain only the rates.
16. Bid for each tender should be submitted in three envelopes placed inside a main cover. These envelopes should contain the following:-

Envelope	**Marked on the Cover**	**Contents *of* Envelope**
First	Bid Security	Containing EMD & Cost of Bid documents
Second	Qualifying Bid	Containing documents except bid security and Cost of Bid documents dully filled tender document.
Third	Financial Bid	Rates duly quoted by the tenderer in the prescribed format

17. All envelopes must be addressed to AGM (A&P), O/o TDM, RAIGARH - 496001
18. Clarification, if any required, can be had from AGM (A&P) O/o TDM, RAIGARH, on or before last day of the issue of the tender forms.
19. Tenderer should bring all the original documents for verification if and when asked for . If original document are not made available for checking while opening the technical Bid, the tender will be rejected. Documents will be verified if required. If the documents are illegal or doubtful these will be verified.
20. The TDM, BSNL, RAIGARH reserves the right to reject any application to issue blank tender form without assigning any reason whatsoever.
21. The TDM, BSNL, RAIGARH on his satisfaction regarding above-mentioned document / certificates may issue blank tender forms to the tenderers.
21. The TDM, BSNL, RAIGARH reserves the right to reject any or all the tender without assigning any reason whatsoever and he is not bound to accept the lowest tender.
22. The TDM, BSNL, RAIGARH reserves the rights to waive any of the documents mentioned below on satisfaction regarding capacity of the tenderer to do similar type of work.
23. The TDM, BSNL, RAIGARH reserves the right to award the entire or part of the work in any section to one or more than one contractors who may not be the lowest tenderers for that section.
24. The contractor undertake to abide by the Provision of:-
    a) The contract Labour Act 1932.
    b) The Factories act 1948.
    c) The Payment of wages Act 1936.
    d) The Employees provident fund and Misc provision Act 1952.
    e) The Minimum wages Act ï 1948.
    f) The Payment of Bonus Act ï 1965.
    g) The Workman compensation Act ï 1923.
    h) The Payment of Gratuity Act ï 19322.
    i) The Employees insurance Act-1948.
25. If rates quoted in words and figures are different the rates quoted on words will be considered.
26. Tenderer / Contractor should ensure that the attested Xerox copies are legible and in the case of any doubt the original documents will be verified immediately on the same day at the time of opening technical Bid. If the original documents are not made available by the contractor for verification /checking genuineness, the tender will be rejected.
27. TDM, BSNL, RAIGARH reserves the right to postpone the date of opening of the tender or to cancel the tender notice without assigning any reasons. Any request from tenderer to postpone or to change tender date of opening of the tender due to any reason whatsoever shall not be considered.

28. The tender forms and documents are not transferable.
29. Conditional tender will not be accepted.
30. Extension of contract period.

The contract shall normally be for one year (unless other wise specified) but purchaser reserves the right to extend the contract period by three months beyond the period specified in the letter of acceptance (tender), on the same rates and other terms & conditions. However, further extension beyond three months, if necessary, will be on mutually agreed rates terms and conditions.

31. ***BID PRICES :*** The bidder shall give the total composite price inclusive of all Levies and Taxes, packing, forwarding, freight including unloading & handling charges etc, if any at consignee premises. The basic unit price and corresponding prices of all the components need to be individually indicated against the services it proposes to supply under the contract as per the price schedule given in Section IV. The offer shall be firm in Indian Rupees.

32. PERIOD OF VALIDITY OF BIDS:

1. Bid shall remain valid for one year after the date of signing the agreement by the purchaser.
2. In exceptional circumstances, the purchaser may extend the period of validity of bids with same terms and conditions. This will be binding on the bidder. The bid security provided. A bidder shall however be intimated about the same.

33. **Bid EVALUATION**

The Purchaser (BSNL) shall evaluate in detail and compare the bids previously determined to be substantially responsive.

The evaluation and comparison of responsive bids shall be on the price of the service offered inclusive of all Levies and Charges of the Price Schedule in Section V Part III of the Bid Document. Work will be awarded to lowest bidder in all as per tender evaluation committee report after approval of competent authority.

34. INSPECTION AND TEST

34.1 The Purchaser (BSNL) or his representative shall have the right to inspect and test the services its materials as per standard for their conformity to the specifications where the Purchaser decided to conduct such tests on the premises of the supplier or its subcontractor(s).

35. PERFORMANCE SECURITY

10% Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank, besides these bank guarantee the amount equivalent to 10% will be deducted from running bill after adjustment of bid security/EMD amount into security deposit.

36. LEGAL JURISDICTION

It is also a condition of this contract that the court, which has territorial jurisdiction upon the place (RAIGARH , HQ of RAIGARH SSA) from which the acceptance of tender is issued, shall have absolute jurisdiction for adjudicating any difference or dispute arising of this contract.

37. Liabilities of the contractor while execution of work.

The contractor will be held responsible for any damage to water, sewerage or gas pipes, electricity and telephone cables or any other installation during the installation of glow sign boards and the necessary amount with over head charges will be recovered from the contractor's running bills/Security or lump sum on the discretion of the TDM/D RAIGARH .

If there is any human loss or any cattle loss during the installation of banners, Hoardings, painting & sign writing on walls, the contractor shall be liable to pay for any compensation and to abide by any court decision.

No additional payment will be made for working beyond any fixed working hours or on Sunday or Holidays

d) To acquire Permission / making payment to local authorities/private public for displaying advertisement of flex, banners, Hoardings, painting & sign writing on walls will be the responsibility of the contractor and BSNL has no responsibility for these charges/permissions etc.

e) The Contractor shall be liable for all payments of wages, salary etc to its employees & shall comply with all statutory laws, rules, relating to employment, wages, PF, ID act etc

f) The contractor will himself be responsible for all the statutory obligations of Labour Laws. This office will not be responsible for any violation of Labour Laws by the contractor. The contractor shall maintain a register regarding statutory obligations of labour laws and produce the same to this

office on demand. Each claims of bills of contractor must accompany the (i) list showing the details of labourers / employee engaged (ii) Duration of the engagement (iii) The amount of wages paid to each labourers / employees for the duration in question (iv) Amount of EPF contribution for the duration in question paid to EPF authorities (v) Copy of authenticated documents of payment of such contribution to EPF authorities (vi) A declaration from the contractor regarding compliance of the condition of EPF Act. 1952.

g) Loss to the public property/any govt property will be born by the contractor.

h) Contractor has to obtain necessary permission from local/private authorities for painting and ensuring that painting is maintained atleast till six month after completion of work . Any erosion or whitewashing by other party must be compensated by contactor by renewing the painting at same or other location without any extra payment. BSNL will have no liability for making any payment to any agency , if any demand arises , the same will be recovered from any amount due to contactor from any work in BSNL.

38. WARRANTY

38.1The contractor shall warrant that the design and matter shall be as per instruction without mistake and faults in material. Quality shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the condition provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the goods, inadequate quantity of material to meet goods requirements, inadequate contact protection, deficiencies in design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the designs are faulty.

The TDM RAIGARH in that behalf will be entitled to reject the said work or such portion thereof as may be discovered not to confirm to the said description and quality. On such rejection the work already done will be at the Supplierôs risk and the provisions herein contained relating to the rejection of material.

38.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the items under this clause, the provisions of the clause shall apply to the portion /portions of the item so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the contractorôs risk and expenses, but without prejudice to any other rights, which the purchaser may have against the contractor in respect of such defects.

39. Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charge.

40. PAYMENTTERMS

40.1 For payment of bills , following documents will be required :-

i) Copy of the original work order

ii) The satisfactory work / completion certificates along with the measurement details to be obtained from the concerned SDE(Mktg)/SDE(Plg)/AGM (A&P) or authorized officer nominated by TDM, RAIGARH .

(A) Payment will be done after completion of work in all respect, TDM RAIGARH fully satisfied with the works. In case of non-satisfaction with the works:-

I. The TDM. RAIGARH may form a committee to inspect the work before payment of bills.

II. Decision of TDM will be final to accept the report of SDE or committee.

(B) If contractor consider abnormal delay in payment of his bill, the contractor shall make correspondence with any concerned officer of TDM office RAIGARH through Central Registry of this office.

(C) Paying Authority: A. O. (Cash), BSNL, o/o the TDM, RAIGARH . The payment will be made on production of bill, subject to availability of fund under such head through

40.2 Any increase in taxes and other statutory duties / levies after the expiry of the delivery period shall be to the contractorôs account, however benefit of any decrease in these duties / levies shall be passed on to the purchaser by the supplier.

40.3 Bidder will supply the information i.e. Bank Name with full address, Bank Code, Bank A/c no. in the same place from where the payment is made by BSNL unit. Name in whose favor payment is to be transferred.

40.4.In case payment is made to outside branch i.e. bidder is having bank account not in the same place from where the payment is made by BSNL Unit, the crediting cost will have to be borne by the bidder/recipient only.

40.5. Any increase in taxes and other statutory duties / levies after the expiry of the delivery period shall be to the contractorôs account, however benefit of any decrease in these duties / levier shall be passed on to the purchaser by the supplier.

40. PRICE

40.1 In 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.

40.2 The composite (all inclusive) price of work once fixed will remain valid for scheduled period of delivery. Increase or decrease of taxes and other statutory duties will not affect the price during the scheduled delivery period.

40.3 In case of delayed supplies after scheduled delivery period the advantage of reduction of tax/duty would be passed on to the purchaser and no benefit of increase in price will be permitted to the supplier if there is any increase in tax/duty.

41. FORCE MAJEURE

41.1 If 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 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 events be entitled to terminate this contract nor shall either party have any such 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 event may come to end or cease to exit, and the decision of the Purchaser as to whether the deliveries 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 events for a period exceeding 60 days either party may, at his option terminate the contract.

42.2 Provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the contractor 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 in possession of the contractor at the time of such termination of such portion thereof as the purchaser may deem fit accepting such materials bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

42. **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 in Offset 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.

43. ARBITRATION

43.1 In the event of any question, dispute or difference arising under this agreement or in connection there with except as to matters, the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the TDM RAIGARH or in case his designation is changed or his office is abolished, then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the TDM RAIGARH or by whatever designation such officers may be called (hereinafter refer to as the said officer) and if the TDM RAIGARH or the said officer is unable or unwilling to act as such, then to the sole arbitration or some other person appointed by the TDM RAIGARH 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 Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office are being unable to act for any reason whatsoever such Chief General Manager or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

43.2The arbitrator may from time to time with the consent of both the parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

43.3The venue of the arbitration proceeding shall be office of TDM RAIGARH or such other places as the arbitrator may decide.

44. SET OFF

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

SECTION – III

(NIT NO:- TDM RIH/W-20-754/Ltd. Tender/ Wall Painting/06 DATED :19.01.2019

SPECIFICATION & SCOPE OF THE WORK and Schedule of Requirement

1. Wall painting in multicolour as per, Colour Scheme, Specification, and design given by BSNL in RAIGARH SSA

The work of wall painting with advertising of BSNL products has to be carried out as per the instructions given time to time, any where with in the jurisdiction of RAIGARH District.

Tentative locations are Telephone Exchange buildings, MW Repeater, & good visibility wall along with National/State highways/main roads in RAIGARH Telecom District. Total work proposed approximately 10,000 square feet, subject to availability of space. However the quantity of work may vary by plus or minus 25% (Twenty five percent).

The size, locations and matter to be painted with advertise will be intimated as and when required**.**

The surface of the wall should be initially to be cleaned with sand paper / Iron brush if necessary depending upon the condition of the wall to be painted. The surface should be preferably be smooth & plastered. After cleaning the wall properly up to satisfaction & fit for painting one or two coats of primer with proper percentage mixing of turpentine oil only (Kerosene not allowed) are necessary. After confirming the dry condition the wall shall be painted with two coats of background colour as per requirement. The final artwork painting with may be carried out as per requirement of BSNL or as per the Corporate Identity Manual.

The shapes and size of various logos and brand names are to be painted as per the Corporate Identity Manual only. The uniformity shall be maintained for artwork, design **etc.**

Qty Required: 10000 Sq feet

SECTION – IV

(NIT NO:- TDM RIH/W-20-754/Ltd. Tender/ Wall Painting/06 DATED :19.01.2019)

SPECIAL TERMS AND CONDITIONS OF TENDER

1. The tender is on behalf at the Bharat Sanchar Nigam Limited.
2. The required Earnest Money Deposit is acceptable by account payee demand draft / Bankers cheque drawn in f/o óA.O. (Cash), BSNL O/o TDM, BSNL, RAIGARH .ô and should be attached with tender document that is technical bid. The request for earnest money deposit to be adjusted from the amount laying with the department in respect of previous tender will not be accepted. The Earnest money deposit of the un-successful tenderer will be refunded on finalization of Tender and that of successful tenderer will be converted in to part Security Deposit and will be refunded after the completion of contract period. Pre- stamped receipt for refund of EMD may also be submitted along with tender form to avoid delay.
3. It is hereby agreed that any sums of money payable by the tenderer in connections with this work may be realized from the amount deposited as aforesaid or from any sums which may be due or may become due to him/them on any account whatsoever.
4. The contractors shall quote the rates in figures as well as in words. In case of illiterate persons, the rates of amounts tendered should be attested by a witness.
5. Rates quoted shall be inclusive of all taxes. Rates quoted shall also be inclusive of labour charges, material charges, and transportation charges. However the municipal taxes and the rent to the owner of the private wall / location shall be paid by BSNL if applicable(In such case prior permission of this office is required before installation).
6. The GST shall be paid by BSNL if applicable.
7. For painting in city areas municipal taxes shall either be reimbursed to you on submission of proof of taxes paid or we shall directly pay taxes to the Municipal Corporation. The bidder may ensure that paid wall of Municipal Corporation shall not be painted. In case of any dispute in future bidder shall be liable for the same.
8. The painting should be strictly according to specifications, failing which the work will be rejected to at the contractorôs cost. The painting should have a distinct visibility form a long distance. In case of any discrepancy in the quality of the work the bidder liable to replace the same without any charges whatsoever. If the quality of work found not up to satisfaction TDM, RAIGARH reserves the right to terminate the work contract at any time, without giving any notice to the bidder.
9. The bidder may ensure that all the paintings covered under this agreement should last for minimum One years in good condition. In case of any failure on the bidderôs part towards the agreement TDM, RAIGARH reserves the right to recover an appropriate amount from the bidder.
10. Prescribed agreement will be executed between the TDM, BSNL, RAIGARH and the contractor in respect of BSNL property handed over to contractor for carrying out the work.
11. SDE(Mktg/Plg), RAIGARH , is authorized to check for measurement & quality of the work completed as per terms & conditions of the tender.
12. Duration for completion of the work will be as per work order.
13. The bills shall be submitted to SDE(Mktg/Plg) in triplicate & will be payable only on production of following certificates.
    - ii) Copy of the original work order
    - iii) The satisfactory work / completion certificates along with the measurement details to be obtained from the concerned SDE/DE/SDE Marketing / planning OR authorized officers nominated by TDM, RAIGARH
14. The TDM, BSNL, RAIGARH may terminate the contract at any time if the work carried out is not satisfactory.
15. Deduction of the TDS and other taxes from the bills claimed will be applicable as per existing rules of BSNL.
16. BSNL will not reimburse any charges for losses / damages suffered by the contractor while carrying out BSNLôs work on the accepted Tender.

17. The contractor shall be responsible for any losses damages etc. that may have occurred during execution of work and shall pay compensation to his / their workmen payable under workmenôs compensation Act 1923 (VII) for injuries caused to workmen. If such compensation is paid by BSNL as principle and the sub section (i) of section 12 of the same Act on behalf of the contractor it shall be recovered by the BSNL from the contractor under section (ii) of the said sanction from the security deposit or any other dues payable by the BSNL. To the contractor on any account.
18. If the approved Tenderer fails to accept the order and carry out the work as ordered his Tender will be cancelled and the security deposit will be forfeited.
19. If any complaint is received from field units regarding Wall Painting work performance guarantee will be forfeited.
20. The approved contractor shall in no circumstances sublet the contractor. If however the approved supplier shall become insolvent the Telecom District Manager, BSNL RAIGARH by notice in writing terminate the contract and the security deposit of such contractor will be forfeited.
21. If any dispute, difference or rejection whatsoever shall arise in any way connected with or arising out of this contract or in the operation of any part thereof or the right duties or liabilities of either party the decision of which is not otherwise provided for the decision of the TDM, BSNL, RAIGARH shall be final and binding.
22. The right to reject any or all the Tenders so received without assigning any reason therefore is reserved by the TDM, BSNL, RAIGARH and to waive irregularities and formalities at his own discretion.
23. All the conditional Tenders will be rejected.
24. The rate of the Wall Painting in multicolour with advertising of BSNL products, must be given separately as mentioned in Annexure.
25. Any work which involves employment of labour contractor shall be responsible for getting registered with labour commissioner under labour Act 19320 and its implementation as per act.
26. Work will be awarded to the tenderer subject to fulfilment of the terms and conditions of the tender.
27. No advance payment in any form will be made by the BSNL.
28. The persons deployed by contractor will be checked for their technical capabilities before going for and real time operation.
29. TDM, BSNL, RAIGARH can sub allot the same work at the same approved rate among the one or more firm contractors in future for that no claim of any type is allowed.
30. The individual (s) signing the quotation form or any documents forming part of the contract on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favor stating that he has authority to bind either such person or the firm as the case may be in all matters pertaining to the contract including the arbitration clause. If the signed person fails to provide the concerned power of attorney within the time set by the TDM, BSNL, RAIGARH the party has to forgo his claim of EMD & Security deposit. In case of Ltd. Co. the individual signing the tender should state the capacity in which he is signing and should be prepared to produce copies of document empowering him to sign on behalf of company if called upon to do so. In case or registered partnership firm, all the partners should sign the tender.
31. **PENALTY CLAUSE:**

If the bidder fail to complete the work on date mentioned in work order, the contractor shall pay liquidated damages by way of penalty @2% of the bill amount per week of incomplete work, subject to maximum 10% of the work order amount. The decision of the officer in charge shall be final in this regard.

In the event of (a) Any breach by contractor of any of the terms and conditions in the tender or (b) non completion of one or more orders from BSNL appropriated authority or (c) Non completion of work order or (e) Improper painting. The competent authority have the power to adopt any of the following courses of action

(a) To terminate the contract forthwith, barring the contractor for a period up to 3 years, forfeiture of security deposit.

(b) (i) To procure the required material from the market & to recover the incurred cost from the bidder, from his due payments or from the Security Deposit

SECTION – V

(NIT NO:- TDM RIH/W-20-754/Ltd. Tender/ Wall Painting/06 DATED : 19.01.2019

PERFORMA FOR DECLARATION BY TENDERER

I/we é é é é é é é é é é é é é é .. hereby solemnly affirm & declare to the best of my knowledge & belief that I am not añMember of FAMILYò of a ñGovernment Servantò working in BSNL, MTNL, and DOT. I also declare that, if later on it is found that I am a ñMember of familyò of a ñGovernment Servantò, working in BSNL, MTNL, DOT, my tender shall be terminated with immediate effect, as & when this fact comes to the knowledge of TDM,RAIGARH

Signature & seal of tenderer

Name & full Address of the tenderer.
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Witnesses

1. Signature
Name & Address

2. Signature
Name & Address

(If required may be retyped)

SECTION – VI

(NIT NO:-W TDM RIH/W-20-754/Ltd. Tender/ Wall Painting/06 DATED:19.01.2019.

UNDERTAKING & DECLARATION

For understanding the terms & condition of Tender & Spec. of work

a) Certified that:

1. **I**/ We é é é é é é é é é é é é é é . have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.

2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.

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

Date: é é é é é é é é é é é é é é é é

Signature of Tenderer

Place: é é é é é Name of Tenderer é é é é é é é é é é é é .

Along with date & Seal

SECTION VII

(NIT NO:- TDM RIH/W-20-754/Ltd. Tender/ Wall Painting/06 **DATED : 19.01.2019**

UNDER TAKING/ DECLEARATION

I / We_____ (Name of Prop/ Part.)
_____(Name of firm/ Comp)
_____(Address)

Hereby give the under taking that the documents submitted by me in bids are genuine.

I/We also declare that my firm as stated above or the partner/ proprietor therein have never been black listed by BSNL or any other organization/ firm in which I/We were/ are partner/ proprietor.

I/We also declare that no store of BSNL is pending with me/ us issued against completed/ terminated works of BSNL.

In case it comes to the notice that the declaration/ documents/ information given by me/ us are false, the T.D.M. Raigarh, BSNL, Chhattisgarh Telecom Circle is fully empowered to cancel my registration and can remove my name from the enlistment.

Signature with seal

SECTION – VIII

F O R M A T O F A G R E E M E N T

This agreement made on this _____day of (month)_____(year)_____between M/s _____, herein after called 'The Contractor" (Which expression shall unless excluded by or repugnant to the context , include its successors , heir, executors, administrative representative and assignee) of the one part & the CMD BSNL here in after referred to as the BSNL, of other part. Where as the contractor has offered to enter into contract: with the said BSNL for execution of Wall painting work in RAIGARH SSA (the BSNL RAIGARH) on the terms and conditions herein contained and the rates approved by the BSNL (copy of Rates annexed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the tender document and where as no interest will be claimed on the security deposits.Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows.

1) The contractor shall, during the period of this contact: that is to say from _____ to _____ or completion of work for ` _____ (In words) _____ whichever is earlier or until this contact: shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of laborers employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all associated works as described in documents (annexed to the agreement), when the BSNL or TDM RAIGARH or any other persons authorized by TDM RAIGARH in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.

2) The NIT (notice Inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, Instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contractò wherever herein used.

3) The contractor shall also provide services at the requisite number of service units with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.

4) The contractor hereby declares that nobody connected with or in the employment of the BSNL Department of Telecommunications/DTS is not/shall not ever be admitted as partner in the contract:

5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.

6) Copies of authenticated documents of payments of EPF/ESI contribution paid for the last month should be attached along with the current month bill.

In witness whereof the parties present have here into set their respective hands and seals the clay and year in _____.

Above written :

Signed sealed & Delivered by

the above named Contractor in

the presence of.

Witness :

1.

2.

Signed & Delivered on behalf

of the BSNL of India by the

Witness :1.

2.

Section – IX
(Note: Kindly fill Financial Bid as per tender separately)
(NIT NO:- TDM RIH/W-20-754/Ltd. Tender/ Wall Painting/06 DATED19.01.2019

FINANCIAL BID For Limited Tender for Wall Painting

To,
The TDM,
BSNL, RAIGARH

Subject:-Offered rates for the Tender called for Wall Painting in multicolour with advertising of BSNLproducts for RAIGARH SSA

Sir,
With reference to the subject cited above, I have read the tender document and scope of work carefully, and is quoting the rates as under. The rates are inclusive of all Taxes, Duties, Labour, material, Artwork charges, travelling and transportation charges, and all related jobs except GST. However the municipal taxes and rent to the owner of the wall shall be paid by BSNL if applicable. Also the applicable GST shall be paid extra by BSNL as per rule.

Item no	Description of Job	Unit	Rate per square ft in Rs	
			In Figures	In Words
1	Wall painting in multicolour.	Per square feet		

L1 rate will be calculated based on lowest rate quoted above.

Signature of Tenderer
and Full address
Tele No.-