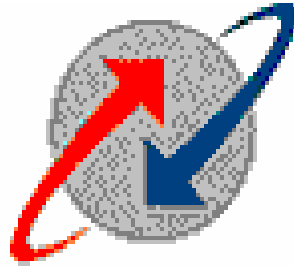


Rs. 563/-

BID DOCUMENT
Tender For
GARDEN MAINTENANCE
At Hassan Urban Area

NIT No.: G-BE/Garden Mtce-Tender/2008-09/1 Dated at Hassan the 21-04-2009

**O/o The General Manager,
BSNL ,Hassan Telecom District,
BSNL Bhavan, BM Road, Hassan -573201**



BHARAT SANCHAR NIGAM LIMITED
(A Govt of India Enterprise)



BHARAT SANCHAR NIGAM LTD.

BHARAT SANCHAR NIGAM LIMITED
[A Govt of India Enterprise]
O/o General Manager BSNL Bhavan, BM road
Hassan - 573201

Notice Inviting Tender

Tender for GARDEN MAINTENANCE IN HASSAN URBAN AREA

No. G-BE/Garden Mtce-Tender/2008-09/1 Dated at Hassan the 21-04-2009.

1. Name

2. Address

3. Date of Application for purchase of Tender.

4. Date of receipt of application in this office

5. DD / Cash Receipt No. & Date

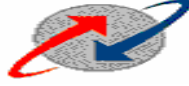
6. Date of issue of tender document

7. Document No.

Signature of Issuing Officer

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BHARAT SANCHAR NIGAM LIMITED
[A Govt of India Enterprise]
O/o General Manager BSNL Bhavan, BM road Hassan - 573201

SECTION – I

Notice Inviting Tender

TENDER FOR GARDEN MAINTENANCE IN HASSAN URBAN AREA

NIT No G-BE/Garden Mtce Tender/2008-09/1 Dated at HSN the 21- 04-2009.

Properly sealed tenders (Packing PVC tape/Sealing wax) are invited by General Manager BSNL, Hassan TD, Hassan -573201 from experienced contractors for Garden Maintenance in Hassan Urban Area as detailed in the Section-IX of bid document

1. The tender documents can be obtained from Sub Divisional Engineer [Gen] V Floor of this office by paying Rs. 563/- [Non refundable] either in cash at the cash counter of this office [between 1030 Hrs to 1500 Hrs] or by DD drawn in favour BSNL Hassan TD on any working days. Also it can be downloaded from www.karnataka.bsnl.co.in/tender/telecom/tender_ssa.htm the cost of the tender documents of Rs.563/- is required to be paid in the form of crossed DD drawn in favour of “BSNL Hassan TD” HSN and enclosed to the tender document.
2. The Tender should be accompanied by EMD of Rs-3000/- [Rs.Three thousand only] payable in the form of DD drawn in favour of BSNL Hassan TD payable at Hassan.
3. Sale of Tender documents (On all working days) **Between 11.00 Hrs to 15.00 Hrs**
: up to 1500 hours of 06-05-2009.
4. Time & last date of submission of tender upto : 1500 Hrs. of 07-05-2009.
5. Time & date of bid opening : 1530 Hrs of 07-05-2009.
6. The General Manager, BSNL, Hassan TD reserves the right to postpone the date of opening of the tender or to cancel the tender notice without giving any reason. Any request from Tenderers to postpone or to change date of opening of the tender due to any reason what so ever shall not be considered.

- 7 **The tender, which is not accompanied by the requisite Bid Security [EMD], shall be summarily rejected. Tender will not be accepted/ received after expiry date & time. The General Manager, BSNL Hassan TD reserves the right to reject any or all tenders without assigning any reason what- so -ever**
8. **Period of contract: 12 MONTHS from the date of signing of the agreement (Until otherwise Specified) or completion of work put to tender, whichever is earlier.**
9. **The Tender document issued to one contractor is not transferable to others.**

10 Eligibility Criteria:

The tenderer should have minimum Six months experience in similar Job with /BSNL/PSUs/Govt Organization in the last 3 years. He should enclose a copy of Satisfactory performance / experience certificate from concerned officer.

11 .Disqualify for Bidding

The General Manager, Hassan Telecom Dist reserves the right to disqualify such bidders who had a record of not meeting the contractual obligations against earlier contracts entered into with the BSNL.

12. **The tenderer can visit the office during office hours to obtain details of work to be attended from SDE (general).**

**Assistant General Manager [Admn]
O/o General Manager, BSNL,
Hassan-573201**

Telephone No 95 8172- 259223.

SECTION II

BID FORM

Tender No.

**To,
The General Manager,
BSNL, Hassan Telecom District
BSNL Bhavan, BM Road,
Hassan 573201**

Dear Sir,

Having examined the conditions of contract & specification including addenda No..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to execute the work of Garden Maintenance in Hassan Urban area in conformity with, conditions of contract & specification..

We undertake, if our Bid is accepted, to execute the work in accordance with specifications, time limits, terms & conditions stipulated in the tender document.

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a format Agreement is prepared & executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed & prepared so as to prevent any subsequent alteration & replacement.

Dated this day of 2009.

**Signature of Authorized Signatory.....
In the capacity of
Duly authorized to sign the Bid for and on behalf of**

Witness.....

Address.....

**SECTION III
TENDERER'S PROFILE**

Passport size
photograph of the
tenderer/authoriz
ed holding power
of Attorney

General:

1. Name of the tenderer/firm (In Block Letters) _____

2. Name of the person submitting the tender whose Photograph is affixed

Shri/Smt. _____

3. Address of the tenderer

.....
.....

4. Tel No.(with STD code)(O).....(Fax).....(R).....

5 PAN No [Permanent Account No].....

6. Service Tax Registration No.

7. ESI Registration number:

8. EPF Registration number:

9 Experience

:

**Whether offered/offering service to the ,Govt organizations, BSNL units
(Copy of performance/Experience certificate is enclosed).**

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

Place:

Date:

Signature of tenderer/Authorized signatory.....

Name of the tenderer.....

SECTION IV

INSTRUCTION TO BIDDERS

A. INTRODUCTION:

1. DEFINITIONS

- a. **CMD:** The Chairman cum Managing Director of BSNL and his successors.
- b. **Government of India:** The Government or Government of India shall mean the President of India.
- c. **Company:** The Company means the Bharat Sanchar Nigam Limited, a Govt of India Enterprise under the ministry of Communications, which invites the tenders on behalf of CMD. All references of:

BSNL
Chief General Manager
Principal General Manger
General Manager
Deputy General Manager/Area Manger/Director/ Telecom Dist. Manager
Divisional Engineer
Sub Divisional Engineer
Junior telecom Officer
Chief Accounts Officer
Accounts Officer
Assistant Accounts Officer
Junior Accounts Officer

Including other officers in the Company, whatever designations assigned to them from time to time, who may be the in-charge of direction, supervision, testing, acceptance & maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean the BSNL under the Ministry of Communications, Government of India.

- d. **(The SSA Head)** means the Head of SSA i.e. General Manager BSNL Hassan TD& his successors.
- e. **The jurisdiction of (the SSA Head):** The jurisdiction of GM Hassan means Hassan SSA, which coincides geographically with Hassan District.
- f. **Representative of (the SSA Head):** Representative of GM Hassan means officers & staff for the time being in "Hassan SSA" deputed by the GM Hassan for inspecting or Supervising the work or testing etc.
- g. **Contract:** The term contract means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the CMD and the contractor, together with the documents referred to therein including these conditions, the specifications & instructions issued from time to time all these documents taken together shall be deemed to form one contract & shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them. The expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works

by or by virtue of the contract, contracted to be executed whether temporary or permanent, & whether original, altered, substituted or additional.

- h. **Contractor:** The contractor shall mean the individual, firm incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons comprising such firm or company, or the successors of such firms or company and the permitted assignees of such individual, firm or company.
- i **Work:** The expression " works" shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract, contracted to be executed whether the temporary or permanent and whether original altered, substituted or additional.
- j **Normal time or stipulated time:** Normal time or stipulated time means time specified in the work order to complete the work

2. ELIGIBILITY CRITERIA:

2.1 The tenderer should have minimum **Six months experience in similar job with /BSNL/PSUs/Govt Organization. Proof should be enclosed to tender document.**

2.2 DISQUALIFY FOR BIDDING

The General Manager, Hassan Telecom Dist reserves the right to disqualify such bidders who had a record of not meeting the contractual obligations against earlier contracts entered into with the BSNL

3 BID DOCUMENTS

- 1 Notice Inviting Tender.
2. Bid Form
3. Tenderers Profile.
- 4 Instruction to Bidders
- 5 Scope of work
6. General Conditions of Contract.
- 7 Letter of Authorization for Attending Bid Opening.
- 8 Agreement (specimen)
9. Areas for Garden Maintenance in Hassan Urban area.
10. Rate Schedule

4 QUERIES ON BID DOCUMENTS:

A prospective bidder, requiring any clarification of the Bid Documents shall notify the Company in writing or by fax at the company's mailing address indicated in the invitation for Bids. The company shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 7 days prior to the date for the opening of the bids. Copies of the query (without identifying the source) & the clarifications by the company shall be sent to all the prospective bidders who have purchased the bid document & all such clarifications issued by the company will form part of the bid document.

5 AMENDMENT OF BID DOCUMENTS:

- 5.1 At any time, prior to the date for submission of bids, the company may, for any reason whether suo motto or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.**
- 5.2 The amendments shall be notified in writing or telex or FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the company & these amendments will be binding on them.**
- 5.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the company may, at its discretion, extend the deadline for the submission/opening of bids suitably.**

6. PREPARATION OF BIDS

Cost of Bidding:

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

7 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following documents:

- i) Bid Security [EMD]**
- ii) Tender document(s), in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.**
- iii) Bid form, duly filled in as per section II.**
- iv) Tenderers' profile duly filled in, as per section III of the tender document.**
- v) Experience certificate**
- vi) EPF Registration Copy (Duly Certified)**
- vii) ESI Registration Copy (Duly Certified)**
- viii) Service Tax Registration Copy (Duly Certified)**

8. BID SECURITY [EMD]:

- 8.1 The bidder shall furnish, as part of his bid, the bid security (EMD) of Rs.3000 /-(Rupees Three Thousand only) to be paid in the form of Demand Draft drawn in favour of BSNL, Hassan Telecom District, Hassan. No interest is payable on the EMD.**
- 8.2 The bid security is required to protect the company against the risk of bidders Conduct, which would warrant the security's forfeiture, pursuant to clause 9**
- 8.3 A bid not secured in accordance with para 7 shall be rejected by the company as non-responsive.**
- 8.4 The bid security of the unsuccessful bidder will be refunded as early as possible after finalization of the tender.**
- 8.5 The successful bidder's bid security will compulsory be converted to Performance security deposit.**

9 The bid security shall be forfeited:

- 9.1 If a bidder withdraws his bid during the period of bid validity specified in the bid document or.**
- 9.2 If the bidder makes any modifications in the terms & conditions of the tender before acceptance of the tender, which are not acceptable to the company or**
- 9.3 In case of a successful bidder, if the bidder fails:**
- i) To sign agreement in accordance with clause 28**
 - ii) To furnish an additional security deposit in accordance with clause 25.3.**

10. BID PRICES:

The price quoted by the bidder shall remain fixed during the entire period of contract & shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive & rejected.

11. PERIOD OF VALIDITY OF BIDS:

Bid shall remain valid for 120 days from date of opening of the bid. A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE COMPANY AS NON - RESPONSIVE.

12. SIGNING OF BID:

12.1 The bidder shall submit, as a part of his bid, the bid documents (in original) duly signed on each & every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract. (Note: The tenderer is advised to keep photocopy (at his own cost) of the bid document for his own reference.)

12.2 The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case, the person or persons signing the bid shall sign such corrections with date.

12.3 The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.

12.4 Any tender with conditions other than those specified in the tender documents is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.

13 SUBMISSION OF BIDS

13.1 The sealed covers should be addressed to Asst. General Manager [Admn], O/o G.M. Telecom, V Floor, BSNL Bhavan, BM Rd, Hassan-573 201, so as to reach this office either by Speed/registered post or can be dropped inside the tender box, which is kept inside the chamber of Asst. General Manager[Admn], V Floor, O/O the GMT, Hassan, on or before 1500 Hrs of _____ as mentioned in the NIT.

13.2 On envelope the name of the tenderer must be clearly mentioned & should be properly sealed on all the adjoining sides (with sealing wax/Packing PVC tape).. The tenders, which are not submitted, in above mentioned manner will be summarily rejected.

13.3 The tenderer is to ensure the delivery of the bids at the correct address. The BSNL Hassan TD shall not be held responsible for delivery of bid to the wrong address. The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented in person after the sealing of box will not be received by GM Hassan TD or any of the subordinates or will not be allowed to be deposited in the tender box.

14 Postponement of Tender opening:

14.1 Whenever it is considered necessary to postpone the opening date of tenders, quick decision must be taken & communicated to the tenderers who have purchased the documents & shall be at least one day before the original date of opening. The reasons for postponing the tenders shall be recorded in writing. Such notice of extension of date of opening shall also be put - up on the notice board & also published in the newspaper in which original NITs have been published. If the date of opening of bids is declared as holiday, the bids will be opened on the next working date at the same time & venue.

14.2 The Government of India if subsequently, declares date fixed for opening of bids as holiday, the revised schedule will be notified. However, in the absence of such notifications, the bids will be opened on next working day, time & venue remaining unaltered.

15 LATE BIDS:

Tenders will not be received after the specified time of closing of the tender & the same shall be rejected & returned unopened to the bidder. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

16 MODIFICATIONS AND WITHDRAWAL OF BIDS:

16.1 The bidder may modify or withdraw his bid after submission & before opening, provided that the intimation is deposited by the bidder in a properly sealed envelope (with Wax/Packing PVC tape) in the tender box, before the scheduled time & date for closing of tender.

16.2 No bid shall be modified subsequent to the deadline for submission of bids.

17 BID OPENING AND EVALUATION:

17.1 The Company shall open the bids in the presence of bidders or his authorized representatives who choose to attend, at 1530Hrs on the due date. The bidder's representatives, who are present, shall sign an attendance register. The bidder shall submit a letter of authority to this effect before they are allowed to participate in the bid opening (A format is given in section-VIII).

17.2 One representative for any bidder shall be authorized & permitted to attend the bid opening.

17.3 The bids shall be opened in the following manner:

17.4 The bid opening committee shall count the number of bids & assign serial numbers to the bids. For example, if 10 tenders have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the outer envelopes of all the bids with date.

17.5 The envelopes containing the tender offer & not properly sealed, as required vide para 13.2 shall not be opened & shall be rejected outright. Closing the cover by gum will not be treated as sealed cover. The reasons for not opening such tender offers shall be recorded on the face of the envelope & all the members of bid opening committee shall initial with date.

- 17.6 First the outer envelope containing the envelopes shall be opened. The bid opening committee shall initial on all envelopes with date.
- 17.7 The bidders who have submitted proper bid security as per clause 8.1 of tender document, their " documents as per clause 7 shall be examined & recorded by the TOC). After opening the qualifying bid, all the documents contained therein shall be Serially numbered & signed by the bid opening committee members.
- 17.8 In case there is discrepancy in figures & words in the quote, the same shall be announced in the bid opening, but the quote in words shall prevail.

18 CLARIFICATION OF BIDS BY THE COMPANY:

To assist in examination, evaluation & comparison of bids, the BSNL Hassan Telecom Dist may, at its discretion ask the bidder for clarification of its bid. The request for its clarification & its response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

19 PRELIMINARY EVALUATION:

- 19.1 Company 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 & whether the bids are generally in order.
- 19.2 If there is discrepancy between words & figures, the amount in words shall prevail. If the contractor does not accept the correction of the errors, his bid shall be rejected.
- 19.3 Prior to the detailed evaluation, the BSNL Hassan TD will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one, which conforms to all the terms & conditions of the bid documents without deviations. The company's determination of bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 19.4 A bid, determined as substantially non-responsive will be rejected by the BSNL Hassan TD & shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 19.5 The company may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.

20. CONTACTING THE COMPANY:

- 20.1 Subject to clause 18 no bidder shall try to influence the company on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.
- 20.2 Any effort by the bidder to modify his bid or influence the company in the company's bid evaluation, bid comparison or the contract award decision shall result in the Rejection of the bid.

21. AWARD OF CONTRACT:

21.1 The company shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially & financially acceptable. The company reserves the right to award contract for more than one contractor at the L1 rates.

21.2 The work against the tender is for 12 months requirement & the terms & conditions of this tender shall be operative for a period of 12 months from the date of signing of agreement between the company & the contractor.

22. COMPANY'S RIGHT TO VARY QUANTUM OF WORK:

The BSNL Hassan TD , at the time of award of work under the contract, reserves the right to decrease or increase the work by upto 25 % of the total quantum of works without any change in the rates or other terms & conditions.

23. COMPANY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The company reserves the right to accept or reject any bid & to annul the bidding process & reject all bids, at any time prior to award of contract without assigning any reason what-so-ever & without thereby incurring any liability to the affected bidder or bidders on the grounds for the company's action.

24 ISSUE OF LETTER OF INTENT:

The issue of letter of intent shall constitute the intention of the company to enter into the contract with the bidder. Letter of intent will be issued as offer to the successful bidder.

25 SECURITY DEPOSIT

25.1 Purpose: The Security deposit payable as a guarantee for the satisfactory execution and Performance of the contract

25.2 The EMD of the successful tenderer will be automatically converted into Security Deposit

25.3 The successful tenderer shall within 10 days of issue of letter of intent, furnish additional Security deposit equal to EMD amount in the form of DD drawn in favour of "BSNL Hassan TD" payable at Hassan. and enter in to an agreement.

25.4 The Security deposit will not bear any interest while in the custody of BSNL

25.5 Forfeiture: The Security deposit is liable to be forfeited either in full or in part , if the successful tenderer fails or neglects to perform any of his obligations under the terms and conditions of the tender. and work order placed on the contractor

25.6 Release of SD: The Security Deposit will be released after satisfactory execution of the work orders i.e. after the warranty period

26. The successful tenderer shall send a pre-stamped receipt with a request to get refund of EMD/SD after six months but not later than 8 months from the date of completion of period of validity of contract, subsequently his request for refund of EMD/SD will not be considered.

27. SIGNING OF AGREEMENT:

27.1 The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the company with in a week of submission of security deposit as per clause 25.3 above.

27.2 As soon as tender is approved by the competent authority, the Bid Security deposited by the successful bidder shall be compulsorily converted into the Performance Security deposit, which will be held by the company till the completion of warranty period.

28. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of clause 27.1 shall constitute sufficient ground for the annulment of the award & forfeiture of the bid security, in which event, the company may make the award to any other bidder at the discretion of the company or call for new bids.

29. METHOD OF EVALUATION

The tenderer whose tender is responsive, the total quoted rate is lowest and reasonable will be treated as L1 tenderer.

30. Penalties applicable.

(a) I. The bill (Running/Final) complete in all respects shall be submitted by the contractor to concerned SDEs before 3rd of every month. **Any delay beyond the stipulated period will attract the penalty at the rate of 0.25% of the amount of the bill for every week's delay**, subject to a maximum of 5% of the bill amount.

II. "The bills (Running/Final) complete in all respects submitted by the contractor after Six months of completion of work, will be treated as invalid and no payment will be made on them. However, in exceptional cases, payment will be authorized with applicable penalties mentioned in the bid documents by the Head of SSA only, after detailed investigation and on appeal by the contractor".

SECTION V

31 SCOPE OF WORK & SPECIFICATION

The contract will cover Garden Maintenance in Hassan Urban area

The Services required to be carried out are as follows.

1. Cleaning the Garden Area in and around the locations stated in Section IX, trimming of creepers and other plants, pruning, weeding, applying manure, replanting wherever/whenever necessary and clearing debris and garbage in and around the premises.
2. Disposal of debris/garbage outside the premises without causing any inconvenience to the public and inmates.
3. Repotting the existing potted plants by changing the soil, replacing damaged / broken pots.
3. Arranging the potted plants inside the building at convenient points as and when instructed by the concerned authorities of BSNL.
4. Providing regular maintenance to the garden and all potted plants.
5. Lawn maintenance in the premises of the locations as stated in Section IX
6. Top dressing, hedge clipping, mortality replacement of shrubs, plants, trees etc.
7. Any other works related to Garden maintenance

The contractor shall maintain a Record Area wise showing the details of works carried out and submit the same duly certified by the In charges of the locations as nominated by the office of GM from time to time along with the bill for verification.

The frequency for carrying out various activities involved are:

- 31.1 Watering of plants / lawn – Daily**
- 31.2 Applying of Pesticides – Fortnightly**
- 31.3 Applying of Insecticides – Monthly**
- 31.4 Applying of Urea (Fertilizer) – Once in two months**
- 31.5 Supplying and Applying Manure, Cow dung, good Earth - Quarterly**
- 31.6 Renewal of earth in potted plants - Quarterly**

32. No compensation shall be payable to the contractor for any damage or

loss caused by rain, storm, earthquake and other natural calamities during the execution of the work.

33. The contractor shall be responsible to arrange at his own cost, necessary Transportation of the tools & materials.

33.1. All the required materials for the garden maintenance like flower seeds, plants, soil, manure etc are to be proceed by the tenderer.

34. The good red earth should be free from brickbats, stones, pebbles or any other foreign materials.

35 The cattle manure should be well decayed, free from stones, pebbles, straw or any other foreign materials.

36. The work shall be carried out as per instructions and satisfaction of the officer in charge of the units.

37. The plants supplied shall be true to type, healthy, disease free, shall not have ant, insect attack.

38 During maintenance period if any casualties occur, the contractor has to replace at his own cost.

39 It is the responsibility of the successful tenderer to have regular supervision of the works and ensure that the works are carried out effectively.

**SECTION VI
GENERAL CONDITIONS OF CONTRACT**

40 SUBCONTRACTS:

The contractor shall not assign, sub contract or subject the whole or any part of the works covered by the contract, under any circumstances.

- 41 The successful tenderer should furnish the supervisor's full address and telephone no. who will supervise the work. The supervisor should always be available during the working hours and supervise the work and also to consult SDE (Genl) if any changes in day to day work.

42 LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

42.1 Power of Labour officer to make investigations or enquiry

The Labour officer or any person authorized by the Central Govt. on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor in regard to such provision.

- 42.2 (a) The contractor is bound to pay the labours as per minimum wage Act.

(b) The Contractor is bound to follow the Employees provident Fund and Miscellaneous Provisions Act – 1952.

- (c) Statutory coverage of any personnel engaged.

The Contractor is responsible for all statutory payments and amenities to any personnel provided to BSNL, Hassan as per the existing labour rules.
(Statutory means ESI, EPF and Service Tax payment).

- (d) The contractor is bound to pay all statutory payments such as ESI, EPF and Service tax to concerned authorities every month, as applicable.

42.3 Inspection of records

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Central Govt. on his behalf.

43 PAYMENT.

- 43.1 The bill (Running/Final) complete in all respects shall be submitted by the contractor before 10th of every month. **Any delay beyond the stipulated** period will attract the penalty at

the rate of 0.25% of the **amount of the bill for every week's delay**, subject to a maximum of 5% of the concerned bill amount. **The bills submitted by the contractor after 6 months of the work will be treated, as invalid and no payment will be made on them. However, in exceptional cases payment will be authorized with applicable penalties mentioned in the bid document by the competent authority only after detailed investigation and on appeal by the contractor.**

43.2 If any taxes other than the above to the State / Central Govt. departments, should be born by the successful tenderer

44 Penalty clause of Non-performance:

44.1 The Contractor shall carry out the work at all the locations regularly. If the contractor fails to maintain the garden in any of the locations, a penalty at the rate of Rs.1000/- per bill will be deducted.

44.2 Consecutive failure in providing service will result in termination of contract apart from black listing and forfeiture of the EMD & Security Deposit

45 Issuance of Notice:

The Officer Incharge/Asst.General Manager [Admn] shall issue show cause notice giving details of lapses, violation of terms & conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take the corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Officer Incharge/ Asst.General Manager [Admn] shall submit a draft of final notice along with a detailed report to the competent authority who had accepted the contract.

46 Termination of contract

46.1 Circumstances for Termination of contract:

Under the following conditions the competent authority may terminate the contract:

- a) Unsatisfactory work
- b) Fails to carryout the work as specified in the bid document
- c) If the contractor commits breach of any item of terms & conditions of the Contract.
- d) If the contractor suspends or abandons the execution of work
- e) The Officer in-charge of the work comes to conclusion that work could not be carried out
- f) If the contractor had been given by the officer-in-charge of work a notice in writing to rectify/replace any defective work & he / she fails to comply with the requirement within the specified period.

46.2 Upon termination of the Contract, the security deposit of the contractor shall be liable to be forfeited & shall be absolutely at the disposal of the company as under: The Contractor shall be black listed from participation in tenders of BSNL

47. FORCE MAJEURE:

47.1 If at any time, during the continuance of this contract, the performance in whole or in part by either party or 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 (herein after 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 such claim for damages against the other in respect of such non-performance & work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, & the decision of the company as to whether the work have been so resumed or not shall be final & conclusive provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

47.2 Provided also that if the contract is terminated under this clause, the company shall be at liberty to take over from the contractor at a price to be fixed by the company, which shall be final, all unused, undamaged & acceptable materials, bought out components & stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as the company may deem fit expecting such materials bought out components & stores as the contracts may with the concurrence of the company elect to retain

48. **ARBITRATION: 1** In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to the sole arbitration of the Chief General Manager, Karnataka Telecom Circle 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 Chief General Manager, Karnataka Telecom Circle or by whatever designation such officers may be called (herein after referred to as the said officer) and if the Chief General Manager, Karnataka Telecom Circle or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Chief General Manager, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration &

Conciliation Act, 1996. There will be no objection to any such appointment that 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 & binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manger or the said officer shall appoint other person to act as arbitrator in accordance with the terms of the agreement & the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

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

48.2 The venue of the arbitration proceeding shall be the Office of the General Manager, BSNL Hassan TD or such other places as the arbitrator may decide. The following procedure shall be followed

48.3 The contractor shall at his own cost at the company's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the company.

49. **INDEMNITIES:**

The contractor shall at all times hold the company harmless & indemnify against all action, suits, proceedings, works, cost, damages, charges claims & demands of every nature & descriptions, brought or procured against the company, its officers & employees & forthwith upon demand & without protest or demur to pay to the company any & all losses & damages & cost (inclusive between attorney & client) & all costs incurred in endorsing this or any other indemnity or security which the company may now or at any time have relative to the work or the contractor's

Obligation or in protection or endorsing its right in any suit on other legal proceeding, charges & expenses & liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the company or pay to the company forthwith on demand without protest or demur all cost, charges & expenses & losses & damages otherwise incurred by it in consequences of any claim, damages & actions which may be brought against the company arising out of or incidental to or in connection with the operation covered by the contractor.

50 SET OFF:

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

AGREEMENT

This agreement made on this _____ day of (month) _____ (Year) _____ between represented by Sri _____ S/o _____ 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 General Manager BSNL Hassan Telecom Dist Hassan-573201 herein after referred to as the company, of other part. Where as the contractor has offered to enter into contract with the said company for the execution of Gardening Service as specified in the tender **G-BE/Garden Mtce -Tender/2008-09/1** dated 21-04-2009, and other associated works on the terms and conditions herein contained and the rates approved by the company (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 whereas no interest will be claimed on the security deposit.

Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows.

The contractor shall, during the period of this contract that is to say from _____ to _____ completion of work which ever is earlier or until this contract shall be determined by such notice as is herein after mentioned, safely carryout, by means of labourers employed at his own expenses and other associated works as described in tender documents, when the company or General Manager BSNL, Hassan or any other person authorized by General Manager BSNL, Hassan on his behalf requisitions. 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), Rate schedule annexed hereto, 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 Contract " wherever herein used.
- 3) The contractor shall also supply the requisite number of workmen with men & materials. Required for the proper execution of work within the time prescribed in the Terms of Contract.

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

In witness whereof the party's presents have here unto set their respective hands and seals the day 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 CMD BSNL by**

Witness:

1.

2.

SECTION VII

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender Number _____

Subject: Authorization for attending bid opening on _____ **(date) in the tender of**

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

| Order of Preference | Name | Specimen Signatures |
|---------------------------------|-------------|----------------------------|
| I | | |
| II | | |
| Alternate Representative | | |

**Signature of bidder
or
Officer authorized to sign the bid
documents on behalf of the bidder.**

Note. 1. One representative will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate preventative will be permitted when regular representative is not able to attend

SECTION VIII

AREA FOR GARDEN MAINTENANCE OF HASSAN URBAN AREA

Maintenance Area:-

| | |
|-----------------------------|----------|
| 1. BSNL BHAVAN Compound: | 521sqm |
| Plants/shrubs/trees -- | 308 No.s |
| Big Pots ---- | 44 No.s |
| Small Pots ---- | 28 No.s |
| 2. Main Telephone Exchange: | 195sqm |
| Plants/shrubs/trees -- | 17 No.s |
| Big Pots ---- | 11 No.s |
| Small Pots ---- | 7 No.s |
| 3. Type E& D Quarters : | 596sqm |
| Plants/shrubs/trees -- | 241 No.s |
| Big Pots ---- | 2 No.s |
| Small Pots ---- | 2 No.s |
| 4. G.M. Quarters : | 150 sqm |
| Plants/shrubs/trees -- | 71 No.s |
| Small Pots ---- | 26 No.s |
| 5. Shankaripuram Qrts: | 245 sqm |
| Plants/shrubs/trees -- | 125 No.s |

SECTION IX

SCHEDULE OF RATE

From

To

**Asst General Manager [Admn]
O/o General Manager, BSNL,
Hassan - 573201.**

Sir,

Sub: GARDEN MAINTENCE IN HASSAN URBAN AREA.

Ref: NIT No G-be/garden Mtce Tender/200-10/1 DTD at HSN the 21-04-2009.

The Bidder should submit the following

1. ESI Code no:
2. EPF Code No:
3. Service Tax Registration No:
4. PAN Number:

| SL NO | DESCRIPTION OF ITEM | QUANTITY | RATE Per month Excluding Service Tax | AMOUNT |
|-------|--|---|---|--------|
| 1 | <p>A)Cleaning the Garden Area in and around the locations specified vide I of Bid document trimming of creepers otherplants, pruning, weeding, applying manure, replanting where necessary and clearing debris and garbage in and around the premises. Repotting the existing potted plants by changing the soil, replacing damaged / broken pots. Arra the potted plants to be placed inside the building at convenient points.Providing regular maintenance to the garden and all potted plants.Lawn maintenance.Top dressing, hedge clipping, mortality replacement of shrubs, plants, trees etc. Including procuring of materials like flower seeds, plants, soil, manures etc & transportation charges,</p> <p>B) Clearing of Jungle including grass around badminton court in GM's quarters and children's play area in E & D Quarters and removal of rubbish away from the periphery.</p> | (The works specified vide A&B will constitute one Single Job) | | |

Thanking you,

Signature of the Tenderer

Date:
Place:

Yours Faithfully,

Tender form no-

Signature

Signature of the Tenderer