

# **BID DOCUMENT**

**TENDER FOR SUPPLY OF WOOLEN JERCEY**

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## **SECTION I**

### **Bharat Sanchar Nigam Limited**

(A Government of India Enterprise)

### **SHORT NOTICE INVITING TENDER**

Sealed Tenders are invited up to 1500 Hours On 21-10-2009 for Supply of WOOLEN JERCEY as per specification from reputed suppliers/ individuals having experience in similar type of works for the last two years to any Central / State Government organization or a large Public Sector Undertaking.

#### **Schedule to the invitation of Tender**

- |    |   |   |
|----|---|---|
| 1. | Tender NO.  | G.88/Tender/Jercey/2009-10 /1<br>dated 09-09-2009                           |
| 2. | Time & last date of issue<br>of Bid Document                | 12.00 Hours 20-10-2009  |
| 3. | Time & Date of depositing<br>tender/bid by Speed/Regd Post. | 1500 Hours of 21-10-2009  |
| 4. | Time and date of opening of<br>Tender/Bid                   | 16.00 Hours of 21-10-2009   |
| 5. | Minimum Validity of Tender offer                            | 90 days from the date of opening.   |
| 6. | Services to be provided                                     | Suply of WOOLEN JERCEY as per<br>specification mentioned in<br>the Annexure |
| 7. | Duration of contract  | One Year from the date of Award of<br>contract.                             |

Intending eligible bidders may obtain Bid Document from S.D.E.(Genl) O/o GMT Telephone Exch. Compound, Belgaum on payment of Rs. 575/- (Rupees five hundred seventy five non refundable) payable in cash to Accounts Officer (Cash) O/o GM BM TD Camp Belgaum between 10.00 hrs to 12.00 hrs on all working days from 09-10-.2009 to 20-10-.2009.

Bidders shall have to deposit Earnest Money Deposit of Rs. 3000/- (Rupees Three thousand only ) as Bid Security in the form of Demand Draft in favour of Bharat Sanchar Nigam Limited, Belgaum along with the bid.

**If tender documents downloaded from website,  
you are requested to enclosed separate DD OF  
Rs. 575/- drawn in favour of BSNL BELGAUM TD  
payble at Belgaum. This office is not  
responsible for any postal delay.**

AGM (Admn)  
O/o GMT Belgaum

\*\*\*\*\*

## **SECTION -II**

### **INSTRUCTIONS TO BIDDERS**

Sealed Tenders are invited by the General Manager Telecom, Belgaum Telecom District, Telephone exchange compound Belgaum -- 590 001 from reputed suppliers for supply of WOOLEN JERCY for the use of Telecom staff in the District.

2. The approximate requirement of WOOLEN JERCY is furnished in the Annexure to this tender notification.
3. Tenderers shall offer quotations for supply of WOOLEN JERCY. The Specification of the WOOLEN JERCY required has been specified in the tender format. (Annexure)
4. The tenderer while quoting for the Supply of WOOLEN JERCY procured by them from the open market should take all the factors such as Sales Tax, Surcharge, Cess and other taxes and likely escalation in the cost, that may arise owing to the policy of the Government of India/State Govt.

In case the sales tax is not paid by the supplier and a demand is made by the authorities to the BSNL BM the BSNL BM is at liberty to pay the same and appropriate the sales tax amount in the bills payable to the supplier.

The sales Tax number assigned should be furnished along with the KST clearance certificate.

5. The contract will be a rate running contract and except hereinafter mentioned there is no guarantee that the quantity indicated will necessarily be ordered. These are estimates only.
6. The tender quotations should be submitted only in the prescribed form (Annexure) enclosed along with the tender notification, addressing the tender

cover to Sri.N V HULGI Asst. General Manager (Admn.) O/o. G.M. Telecom, Belgaum-1 and the tender cover superscribed **AS "TENDER FOR SUPPLY OF WOOLEN JERCY** so as to reach by 15.00 hours of 21-10-2009 by Speed Post/Regd Post and all such tenders so received will be opened on the same day at 16.00 hours in the presence of the tenderers present on that day of their authorised agent. The tender documents received after the stipulated time and date shall not be accepted and no correspondance will be entertained.

7. The time limit for delivery and the installments for the delivery of WOOLEN JERCY is required will ordinarily be fixed by the authority issuing the supply/purchase order in each case.
8. While quoting for any item, the requirement and the specifications should be clearly understood and the tender quotations given accordingly. The specification should be clearly noted while preparing the quotation. Any subsequent request to modify the tendered quotations due to oversight / misunderstanding / typographical error etc., will not be entertained and may be construed as withdrawing from the tender.
9. Along with the tender quotation each tenderer has to credit a sum of Rs.3000/- (Rupees Three thousand only) for WOOLEN JERCY as EMD in the form of Demand Draft drawn in favour of BSNL Belgaum Telecom District. The proof of payment of EMD should invariably be attached along with the tender quotation. If the EMD in form of DD is not attached to the tender quotation the tender quotation will not be considered. The EMD amount will be refunded to the unsuccessful tenderers only after the finalisation to the tender quotations.
10. The successful tenderer has to deposit of Rs. 6,000/- as SD for Woolen Jercey. The EMD of the successful tenderer shall be appropriated to Security Deposit at the request of the tenderer. EMD/SD while in the custody of BSNL will not carry any interest.
11. No EMD is to be deposited by the Small Scale Industries which are registered with National Small Industries Corporation. An attested copy of current NSIC Certificate should be attached along with his tender quotation seeking

exemption from paying "Earnest Money Deposit".The bidders ( small scale units ) who are registered with National small scale Industries corporation under single point registration scheme & having 3 years renewal certificate valid on the date of bid opening are exempted from bid security upto the amount equal to their monetary limit. In case of bidders having monetary limit as "NO LIMIT" the exemption will be limited to Rs. 50,00,000/- ( Fifty lacks) as per existing policy of BSNL. A proof regarding current registration with NSIC for the tendered items will have to be attached along with bid document. The bid security may be forfeited.

- 11 The successful tenderer/tenderers, will have to execute the agreement within stipulated date, failing which EMD will be forfeited to BSNL without further notice.
12. The sample of specimen should also be furnished when called for to this office for approval before Supplying WOOLEN JERCY
13. There shall be no delay in delivery of the WOOLEN JERCY before the due date specified in the supply orders. If the WOOLEN JERCIES is not delivered on or before the due date the competent authority will have the right to deduct 2% of the total bill for every week's default, no extension will be permitted. However, if the delivery of WOOLEN JERCY is delayed if the materials are not available in the market due to Government policy or any such eventuality which are deemed to be beyond the control of the tenderer, such delay may be waived and the extension of time will be granted by the competent authority depending upon the merits of the case.
14. Any breach of the contract by the supplier or failure to supply a given quantity of the WOOLEN JERCY within date specified department will have to rescind the contract by giving the notice. There should be a progress of supply of materials as per the time schedule, If the supply of WOOLEN JERCY is of a low or poor or inferior quality which is not in accordance to the specification as accepted in the tender, the department will have a right to rescind the contract in all the above mentioned circumstances. The G.M. or authorities concerned

reserves the right to forfeit to the BSNL the security deposit or Bank Guarantee or both.

15. The General Manager Telecom, Belgaum Telecom District, Belgaum or any other authorised authority in the department reserves the right to reduce ask for additional quantity the quantum or quantity of items at any time of the tender contract.
16. The successful tenderer is precluded from assigning the supply work to any other agency on the plea that his capacity to carryout the work allotted to him is limited and/or it is not economically viable for him to carryout the work at the rate accepted as per tender quotation. The competent authority reserves the right to forfeit to the BSNL, the security deposit, in case the above conditions are violated and take any other action deemed fit under the circumstances.
17. Whenever sales tax is claimed by the tenderer, a certificate is required to be furnished by the supplier "Certified that the goods for which S.T. is charged has not been exempted under Central/State sales tax Act Rules made there under and the charge on account of sales tax on the supplies is correct under the provisions of S.T. Act or rules made there under".
18. All factors such as cost of material including KST/ED/SC/or any other tax due including insurance transportation charges, loading/unloading charges, for supply of WOOLEN JERCY should be taken into account while computing the bid.



## **19. FORCE MAJEURE**

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 is prevented or delayed by reason of any war, or hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, 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 be reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an even may come to an end or cease to exit and the decision of BSNL as to whether the supplies 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.

## **20. ARBITRATION**

The dispute if any arising out of this contract will be referred to the Sole Arbitrator appointed by the General Manager Telecom, Belgaum Telecom District or any person nominated by him. The decision of the sole Arbitrator appointed by the G.M.Telecom, will be final. The dispute if any has to be placed before the GMT Belgaum.

- (a) There will be no objection to any such appointment that the Arbitrator is a Government Servant. If, however, the arbitrator is a Government Servant he will not be one who had an opportunity to deal with the matter to which the tender agreement related or that in the course of his duties as Government servant he has expressed views, on all or any of the matters in dispute or in differences. The award of the arbitrator shall be final and binding on the parties. It is a term of agreement that in the event of such

arbitrator to whom the matter is originally referred to being transferred or vacating his office, residing or refusing to work or neglecting his work or being unable to act for any reason whatsoever, "the said officer" shall appoint another person to act as arbitrator in place of outgoing arbitrator in accordance with the terms of this tender agreement any the person so appointed shall be entitled to proceed with the reference from the stage at which it was left out by his predecessor.

(b) The arbitrator may, from time to time, with the consent of all the parties enlarge the time for making the award.

(c) Subject to the aforesaid provisions, the Arbitration Act 1940 and the rules made there under and any modification thereof made from time to time in force shall be deemed to apply the arbitrator proceedings under this clause.

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

21. The tenderer signing the tender should indicate as follows:

1. Whether signing as the sole proprietor of the firm.
2. Whether signing as the partner of the firm.
3. Whether signing as the Secretary, Manager, Managing Director, Managing Partner, Director etc.

22. Any disputes arising out of this contract will be subject to Belgaum Municipal corporation area.

23. Conditional tender will not be considered. There should not be any corrections/overwriting while quoting the rates.

24. The successful tenderer will have to execute an agreement of contract on a non-judicial stamp paper of 50/- (Rupees Fifty only) before commencing supply within stipulated date.
25. If the successful tenderer fails to execute the agreement within stipulated date, the EMD amount of Rs.3000/ (Rupees Three Thousand only will be forfeited without further notice.
26. Tender not conforming to the above conditions will be rejected.
27. The General Manager Telecom, Belgaum Telecom District, Belgaum reserves the right to reject any or all tenders without assigning any reasons and the decision of the General Manager Telecom shall be final and is binding on all concerned and the G.M.T. Belgaum also reserves the right to order quantity in full or partial as per the requirement.
28. The General Manager Telecom, Belgaum is not bound to accept the lowest tender.
29. The General Manager Telecom, Belgaum Telecom District, Belgaum shall also reserve the right to approve more than one tenderer in respect of the item.
30. The tenderer should fill up the rates in the enclosed Annexure in figures as well as in words and it should be signed by the tenderer.
31. All legal matters arising out of this tender are subject to judicial jurisdiction of Belgaum courts.
32. Documents to be enclosed with Tender form :
  1. KST/CST Registration Certificate.
  2. Experience certificate.
  3. PAN CARD NO.

N V HULGI  
Asst.General Manager (Admn)  
O/o G.M.Telecom, Belgaum --1.

**SECTION -III**

**ANNEXURE (TENDER FORM)**

From:

To

The Asst. General Manager (Admn)  
% G M Telecom,  
Telephone Exchange Compound  
BELGAUM 590 001

Sir,

I have gone through the terms and condition detailed in the Tender  
Notice NO: G.88/Tender/Jercy/09-10/1 dated 09-09-2009. I am agreeable to all  
the terms and conditions included in the Tender Notice.

Sl. No.	Particulars/ Specification	Quantity Required	Rate/Jercy (Inclusive of all taxes)	Amount
1.	WOOLEN JERCY Woolen Jercey Y neck plain knitted with worsted Grey shade with reinforcement of full length sleeves and without buttons on the shoulders; Specification IS:2360/1977 with amendment Number 01(reaffirmed in 1993.)  <b><u>NOTE</u></b>  <b>Bidders should enclose samples Along with bid document.</b>	540 nos  ( Gents )  40 nos.  ( Ladies )		

The EMD of Rs.3000/-for WOOLEN JERCY in the form DD bearing  
NO: \_\_\_\_\_,

Dated \_\_\_\_\_ of \_\_\_\_\_ Bank  
is enclosed with the Short Tender.

Place:

Date:

Signature of the Tenderer.

# SECTION -IV

## BID FORM

Tender No G-88/Tender/Jercy/09-10/1      Date 09-09-2009

A: (Name & Address of the Purchaser)

Dear Sir,

Having the conditions of contract and services to be provided Nos. .... the receipt of which is hereby duly acknowledge, we, undersigned, offer to provide telephone bill forms in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.

2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc. and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 90 days form the date fixed for Bid opening and it shall remain binding upon us and may be accepted of anytime before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent an replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this .....Day of .....2009

Signature of

In capacity of

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

Witness.....

Address.....

Signature

## SECTION V

### BID SECURITY FORM

Whereas ..... (hereafter called "the Bidder") has submitted its bid dated ..... For hiring contract of commercial vehicles Tender No. ....  
..... KNOW ALL MEN by these Presents that We .....  
of .....having our registered office at ..... (hereafter called "the Bank") are bound unto .....BSNL in the sum of Rs. .... For which payment will and truly to be made the Bank binds itself, its successors and assigns by these presents.

THE CONDITION of the obligation are:

1 If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form: or

2 If the Bidder, having been notified of the acceptance of its bid by the purchaser during the period of Bid Validity.

(a) fails or refuses to execute the Contract, if required or

(b) fails or refuses to furnish performance security, in accordance with the instructions to Bidders.

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

This guarantee will remain in force as specified in clause 10 of section II of the Bid Document as to and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date dates.

Signature of the Bank

Signature of Witness  
Name of Witness  
Address of Witness

Name  
Signed in Capacity of  
Full Address of Branch  
Tel. No. of Branch  
Fax. No. of Branch

## SECTION VI

### PERFORMANCE SECURITY BOND FORM

AT consideration of Bharat Sanchar Nigam Ltd. , New Delhi (here in after called the BSNL., New Delhi) having agreed to exempt ----- (here in after called the said Contractor(S) from the demand of security deposit earnest money of Rs. -----On production of Bank Guarantee for Rs.----- For the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of -----We, (name of the Bank) ---- -----Here in after referred to as "the Bank" at the request of-----Contractor's do hereby undertake to pay to the BSNL. -----An amount of not exceeding ----- , against any loss of damage caused to or suffered or would be caused to or suffered by the BSNL,----- By reason of any breach by the said contractor's of any of the terms & conditions contained in the said agreement.

2. We (name of the Bank) -----do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL.,-----Stating that the amount claimed is due by way of loss of or damages caused to or would be caused to or suffered by BSNL.----- Reason of breach by the said contractor's of any of the terms & conditions contained in the said agreement or by reason of the contractors failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL, -----in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. -----.

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

4. We (name of the Bank)----- further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to enforceable till all the dues of the BSNL.,----- -- Under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL., -----certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee.

5. We (name of the bank) further agree with the BSNL \_\_\_\_\_ that the BSNL \_\_\_\_\_ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for anytime to time any of the powers exercisable by the BSNL \_\_\_\_\_ against the said contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement

and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance and or any omission of the part of the BSNL \_\_\_\_\_ or any indulgence by the BSNL \_\_\_\_\_ to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional any prior notice by BSNL.

Dated: \_\_\_\_\_

For \_\_\_\_\_  
(Indicating the name of the bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with stamp act.



## SECTION VII

### LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on \_\_\_\_\_ or before date of bid opening)

To

The  
Bharat Sanchar Nigam Ltd.

Subject – Authorisation 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)

Order of Preference	Name	Specimen Signature
---------------------	------	--------------------

I.

II.

Alternate Representative

Signature of bidder

Or

Officer authorized to sign the bid  
Documents on behalf of bidder

Note: 1. Maximum of two representatives will be permitted to attend bid  
opening. In cases where it is restricted to one, first preference will be allowed.  
Alternate representative will be permitted when regular representatives are not  
able to attend.

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