

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
O/o GENERAL MANAGER, BELGAUM TELECOM DISTRICT, BELGAUM-1.

No. S-13/PBT/2008-09/ 14 dated at Belgaum, the 18 -03-2009

TENDER FOR REPAIR OF TELEPHONE INSTRUMENTS
IN THE ATHANI, CHIKODI, GOKAK & BAILHONGAL DIVISIONS OF BELGAUM SSA

TENDER SCHEDULE

1. TENDER FORM No.-----
2. Issued to:-----
3. Particulars of Payment : Rs. 575/- (not refundable) ACG-67 N0-----Dated-----
DDNo-----Dated-----Name of the Bank-----
4. Time and Date of issue of Tender Forms :- **From 20/03/2009 to 03/04/2009**
between 1000 Hrs. to 1300 hrs.
5. Time and Date upto which Tender will be received :- **1500 hrs. of 03/04/2009.**
6. Time and Date of Opening :-**1530 hrs. of 03/04/2009.**
7. Venue of opening of Tender:- In the Chamber of the A.G.M.Planning, O/o G.M.Telecom Belgaum,
Main Telephone Exchange Compound, Camp,
Belgaum-590001.
- 8 **For more information log on to www.karnataka.bsnl.co.in/belgaum**

**Asst.General Manager, (Plg),
O/o the G.M. Telecom,
Main Telephone Exchange Compound,
Camp, BELGAUM – 590 001.**

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
O/o GENERAL MANAGER, BELGAUM TELECOM DISTRICT, BELGAUM-1.

No. S-13/PBT/2008-09/ 14

dated at Belgaum, the 18/03//2009

TENDER NOTICE

On behalf of Bharat Sanchar Nigam sealed Limited Tenders are invited by the General Manager Telecom District Belgaum-6, from reputed dealers / manufacturers / suppliers /Contractors for repairs of telephone instruments for the following sections in the jurisdiction of the General Manager Telecom District Belgaum separately for various sections as shown below. Details of the work involved and specification of the work are given in 'Annexure-A'. Separate Tender is to be submitted for each section mentioned below. The tenderer can either apply for only One section or also for all the sections separately in separate forms.

Sl. No.	Sec. No.	Name of the Area	DE concerned	Approx. No. of Telephone Instruments to be repaired			E.M.D Rs.
				Ordinary Push Button Instruments	Executive type Instruments	Clip Instruments	
1	2	Chikodi / Athani	DE Rural Chikodi DE Rural Athani	2300	0	1000	4000
2	3	Gokak / Bailhongal	DE Rural Gokak DE Rural Bailhongal	2000	10	1000	3500

- S.N** :- i) Normally the boundary of the section shall be the jurisdiction of the D.Es concerned.
ii) In One Section, only One Contractor will be awarded the work. However, the GMTD Belgaum reserves the right to award the work to the additional contractor, if necessary, at the rates approved for that area.
iii) The quantity of Telephone Instruments given above is only approximate and may vary widely.

1.a) **Issue & Submission of Tender Forms** : The tender should be submitted in the prescribed form which may be obtained in person from SDE(MM), O/o the General Manager Telecom, Main Telephone Exchange Compound, Camp, Belgaum-590001, between 10.00 Hrs. to 13.00 Hrs. on all working days from **20/03/2009 to 03/04/2009** on payment of Rs.575/-(Rupees Five Hundred seventy five Only). **If you are down loading tender form from website you are requested to enclose separate DD of Rs.575/- drawn in favour of "BSNL BM TD" Payable at Belgaum.** Wax-sealed tenders super scribed on top of the cover as **'TENDER FOR REPAIRS OF TELEPHONE INSTRUMENTS IN SECTION NO. _____ AREA _____ IN BELGAUM TELECOM FOR 2008-09'** should be sent by to Smt. J.R.Nadkarni, AGM(Plg.), O/o the G.M. Telecom Belgaum, C/O Main Telephone Exchange Compound, Belgaum-590001, so as to reach her on or before 15.00 hours of 03/04/2009 and the sealed tenders will be opened on the same day at 1530 hours in the presence of such of the tenderers who may choose to be present. No tender will be received in person / by-hand, by the A.G.M.Planning or any other staff. The tender should either be deposited by the tenderer in the **"Tender-box"** kept in the chamber of the A.G.M.Planning or should be sent by **"Registered post / Courier Service"** only. The tenderer should ensure that, the tenders sent by "Registered Post/Courier Service" are sent well in advance so as to reach by the AGM(Plg) by post on or before the stipulated date and time. This office is not responsible for any postal delay. Tenders received after specified time on specified date will not be considered/opened. No tender shall be received in tare open condition.

1.b) If the last date for submission of tenders and also the tender-opening day happens to be the Holiday by any reason, the tenders will be received / opened on the next working day.

2. DEPOSIT :

- 2.1 EARNEST MONEY DEPOSIT : Each tender should be accompanied by an Earnest Money Deposit of the amount as shown in the table of "Details of Sections" given above, in the form of crossed Demand Draft drawn in favour of the 'BSNL BELGAUM T.D.', from any Scheduled / Nationalised Bank. The E.M.D of the unsuccessful tenderer will be refunded against a pre-stamped receipt, after finalisation of the tender (after observing the departmental formalities) and the E.M.D of the successful tenderer will be retained as Additional Security Deposit and it will be refunded against a pre-stamped receipt after expiry of period of tender after observing the departmental formalities. In any case, the E.M.D/S.D will not carry any interest. The tenders received without E.M.D are liable for rejection.
- 2.2 In addition to EMD the successful tenderer has to pay a security deposit of the amount equivalent to the EMD in terms of cash at the cash counter of the G.M.T.Belgaum or in the form of D.D payable to "B.S.N.L.Belgaum T.D" within a week from the receipt of the provisional acceptance of the tender. This security deposit together with the EMD will be retained by the B.S.N.L.Belgaum T.D. during the currency of the tender and will not carry any interest. EMD/SD of the successful tenderer will be refunded after 3 months of the successful completion of tender contract after observing the departmental formalities such as 'satisfactory completion certificate ' from field units and advance pre stamp receipt etc. The successful tenderer should also execute an Agreement of Contract with the BSNL on a stamp paper of Rs.50/- within a week from the receipt of the provisional acceptance of tender. The standard format of the Agreement of Contract is given in the enclosed 'Schedule – C'. After award of the tender, he should also produce the certificate of registration from the Assistant Commissioner of Labour(Central), Hubli within a month from the final confirmation of acceptance of the tender if he is engaging 20 or more labourers for this work, or otherwise, he has to give a declaration regarding engaging less than twenty labourers, failing which, it will cause the forfeiture of EMD as well as rejection of tender at the cost of the tender.
- 2.3 Failure to pay the security deposit and the execution of the Agreement Bond, within the stipulated time-limit, will cause the forfeiture of EMD and cancellation of the tender contract.

3. TERMS AND CONDITIONS

- 3.1 Tenderer should indicate the rates both in figures and in words and the rates quoted should be inclusive of the cost of all spares (including missing, physically broken and burnt due to electrical hazards) also. Any corrections in the rates should be attested with the signature of the tenderer. In case of any discrepancy, the rates quoted in words shall be taken as authentic.
- 3.2 The G.M.T.D Belgaum reserves the right to accept or reject any or all tenders fully or part thereof without assigning any reasons whatsoever. Also the G.M.T.D Belgaum is not bound to accept the lowest tender. In the said matter, the decision of the G.M.T.D Belgaum will be final and binding on all concerned.
- 3.3 All the terms and conditions of this tender notification form part of the agreement to be executed by the successful tenderer on acceptance of the tender.
- 3.4 The rates of the tender should be quoted in the form 'Annexure A' only. and the 'Tender document' should also be enclosed duly signed on each page along with tender in 'Annexure A'. No clause of condition should be added or altered in the agreement form and if any clause is found to have been added or altered, the tender will be rejected .
- 3.5 The approved tender shall be valid for a period of One year from the date of final acceptance.
-

- 3.6 **LOSS / DAMAGE TO THE TELEPHONE INSTRUMENT** : In case of loss / damage to the telephone instrument while in the custody of the contractor, the cost of the instrument as per the DOT rates will be recovered from the contractor and the same will be deducted from his bills.
- 3.7 Contractor has to open an Office in Belgaum District and all the communication will be made to this Office, the address and telephone number of which should be given within Seven Days from the award of the tender, failing which, the award of tender will be treated as cancelled and the EMD of the approved tenderer will be forfeited to the BSNL.
- 3.8 **PAYMENT OF BILLS** : Bills in triplicate, duly pre-receipted, indicating the quantity, date of collection of instruments along with Work Order should be submitted to the concerned SDE (Details of telephone numbers and faulty instruments shall be maintained by the respective SDE / DE). The bills should be submitted to the Officer In-charge of the work for the entire work done in the month, only One bill per S.D.E. per month, so as to reach him within the end of the subsequent month after completion of the entire work of the preceding month.

4. **ELIGIBILITY**

- 4.1 The tenderer should have earlier experience in repairing telephone instruments of DOT/BSNL. Or any other organization. Experience certificate is to be enclosed by the tenderer.
- 4.2 The tenderer should possess registration certificate of KST/CST.

5. **PENALTY CLAUSE FOR NON-PERFORMANCE**

5.1 The faulty telephone instruments shall be collected within 48 hours from the date of receipt of intimation as per above from the concerned SDO / SDE, failing which, a penalty of Rs.1/- per day per instrument shall be levied by the BSNL, upto a maximum of 60% of the rate quoted per instrument (rounded off to the nearest Rupee). If the instruments are not collected even after Four weeks of the date of intimation, it is left to the BSNL whether to allow further time (with penalty) to the contractor or to terminate the tender-contract along with forfeiture of EMD/SD.

5.2 The repaired instruments are to be returned within 7 days of its collection, failing which, a penalty of Rs.1/- per day per instrument shall be levied by the BSNL, upto a maximum of 60% of the rate quoted per instrument (rounded off to the nearest Rupee). If the repaired instruments are not returned even after Four weeks of the last date of the stipulated time-limit of the Work-order, it is left to the BSNL whether to allow further time (with penalty) to the contractor or to terminate the tender-contract along with forfeiture of EMD/SD.

5.3 The Total Penalty under 5.1 & 5.2 together shall be upto a maximum limit of 60% of the rate quoted per instrument (rounded off to the nearest Rupee).

5.4 An example of method of calculation of the above mentioned Penalty Clause is given below :

Say the rate of repair per instrument quoted in this example is Rs. A

- a) As per Clause No. 5.1 above, Penalty for delay in collection per instrument per day will be Rs.1/-
Maximum Penalty $A \times 60\%$ only. (rounded off to the nearest Rupee).
- b) As per Clause No. 5.2 above, Penalty for delay in returning per instrument per day will be Rs.1/-
Maximum Penalty $A \times 60\%$ only. (rounded off to the nearest Rupee).
- c) As per Clause No. 5.3 above, Total Penalty under (a) plus (b) shall be limited to $A \times 60\%$ only.
(rounded off to the nearest Rupee).

5.4 **TERMINATION OF CONTRACT AND BLACK-LISTING**

- a) The contract can be terminated by the BSNL at any time giving Seven days notice in writing, in the case of non-compliance of the terms and conditions of the tender.
- b) The decision of the G.M.T.D Belgaum shall be final and binding in this matter.
- c) Termination of tender contract will result in forfeiture of EMD and Security Deposit to the B.S.N.L.
- d) Failure to adhere to any of the contractual obligation will lead to the forfeiture of EMD / SD and **BLACK-LISTING** of the contractor.

6. **LABOUR REGULATIONS :**

I) The contractor shall observe all the rules regarding wages to the labours, protection of life, health and sanitary arrangements of the workers employed by him and pay the required compensation to the workers payable under the Workmen Compensation Act 1923 for injuries or disabilities or death caused in the process of execution of the work. In every case in which by virtue of provisions in the Section 12 subsection (1) of the Workmen Compensation Act 1923, where Government is obliged to pay compensation to a workman employed by the contractor for execution of the work, the Government will recover the amount of the compensation so paid from the contractor by deducting from the Security Deposit or from any sum due from the BSNL to the contractor whether under this contract or otherwise. In such cases, the decision of the Labour Commissioner of the locality will be final and binding.

II) The tenderer / contractor will engage his labour in accordance with the Labour Act in force. No labourer below the age of 18 years shall be employed on the works

7. GENERAL TERMS AND CONDITIONS :

7.1 Following persons / firms will not be permitted to submit tenders against this Tender-notice :

- a) Near relatives of all the Employees / Gazetted Officers / JAO / JTO working in DOT / BSNL.
- b) Employees/Officers of DOT / BSNL or any person in partnership with the employees of DOT / BSNL.
- c) Any tenderer in the individual capacity or in the partnership of a firm whose tender is terminated by any of the SSAs of DOT / BSNL.
- d) Any tenderer in the individual capacity or in the partnership of a firm who is blacklisted by any of the SSAs of DOT / BSNL.

7.2 The Security Deposit along with EMD furnished by him will be forfeited to the Government without prejudice to any other rights of the Government under the following circumstances :

- a) In the event of the contractor failing to observe or perform any of the conditions of the work as setout therein, if so reported by the field units.
- b) In the case of unsatisfactory work done by the contractor, and/or not completing /complying the work mentioned in the work order, if so reported by the field units.
- c) In the event of not complying with the orders / instructions issued by the competent Authority of the BSNL or with the terms of conditions of this tender notification.
- d) In the event of not completing the formalities mentioned at Clause No. 2.2 & 2.4 above.

7.3 The G.M. Telecom Belgaum may terminate this agreement at his option any time by giving Seven days notice and without assigning any reasons and in the case of non-standard or bad work, the G.M. Telecom Belgaum may remove the same and have it replaced, deducting the cost of the work rejected, or the cost of replacing the same as he may think proper from any amount due or that may become due to the contractor taking this tender. In the event of any damages sustained by the BSNL due to the unsatisfactory execution or delay in carrying out the work by the selected contractor. The G.M. Telecom will decide forfeiting the EMD / SD and entitled to recover the cost of the damages. In assessing the cost of the damages, the decision of the G.M. Telecom shall be final. The G.M. Telecom reserves to himself the right to forfeit the entire Security Deposit or such portion thereof as he thinks fit for improper works carried out by the contractor.

7.4 The evaluation of the tender will be made by multiplication of the rate & quantity (approximately given) of a single item and the total amount for both the items together shall be compared to arrive at lowest. This will be done by the tender evaluation committee.

7.5 The G.M. Telecom reserves the right :

- i) of placing the contract with one or more contractors (as he may think fit).
- ii) to get done any work he chooses departmentally.
- iii) to accept / reject any / all tenders without assigning any reasons.

7.6 The contractor should intimate the name of the persons who are working under him in any capacity or subsequently employed by him and who are near relatives of the employees of the Department of Telecommunications / BSNL.

7.7 The contractor shall not charge any extra amount for travelling / overtime allowances and charges for materials used by him and will not be entitled to get compensation for any damages or loss in the course of execution of the work.

7.8 The contractor shall not assign or sublet the contract or any part thereof. The contractor shall not assign the work to others directly or indirectly to any of the staff working in the Department of Telecom / BSNL.

7.9 The Contractor shall repair the faulty telephone instruments which are manufactured and supplied by various manufacturers and which have outlived their warranty period as per Departmental specification.

7.10 COLLECTION OF FAULTY TELEPHONE INSTRUMENTS :

- a) The concerned SDO / SDE will intimate to the contractor, the quantity and type of telephone instruments lying faulty. This will be done through telephone message confirmed by written letter through post.
- b) The contractor shall ensure the collection of faulty telephone instruments within 48 hours from the date of receipt of intimation as per above from the concerned SDO / SDE.
- c) Repaired instruments will be supplied back to the Office from where they were collected. A slip to be pasted at the bottom of instruments indicating the date of repairs of the instruments after due inspection by the departmental staff. The warranty period will commence from the above date written on the slip.

7.11 MINIMUM QUANTITY IN A LOT :

- a) The faulty instruments will not be handed over to the contractor on a piecemeal basis. There will be at least ten instruments in a lot for which intimation shall be given to the contractor for the purpose of collection, repairs and delivery.
- b) The contractor shall ensure return of the duly repaired instruments lot-wise.

7.12 PLACE AND DURATION FOR REPAIRS :

- a) The faulty instruments duly repaired shall be delivered to the concerned SDEs / SDOTs within 7 days of its collection.
- b) The batches of faulty telephone instruments will be offered in sub-divisional headquarters.

7.13 INSPECTION :

- a) A summary of fault found and details of the faulty components, failures and broken parts shall be supplied with each repaired instruments. The components which are replaced should be returned to the respective units.
- b) The tenderer should quote the rates inclusive of all the spares (All inclusive) used for repairing the telephone instruments.
- c) After carrying out the repairs of instruments, the same will be offered for inspection by the departmental staff of respective units, to carry out functional test to ensure satisfactory repairs.
- d) The inspection shall be carried out by the nominee of the Officer issuing the instruments for repairs.
- e) Each instrument inspected and passed shall be stamped with date of inspection.

7.14 **WARRANTY OF REPAIRS :**

- a) The contractor will ensure the normal performance of the instrument for a period of six months from the date of inspection. Necessary repairs shall be carried out by the contractor free of cost in case of any fault occurring in the instrument during the warranty period of six months from the date of inspection.
- b) Warranty shall be valid when the repaired instrument is used in normal manner for which it is intended.

8. **DEDUCTION OF TAXES**

The bills presented by the contractor will be paid after deduction of the statutory taxes as imposed by the Central/State Govt. from time to time. At present the Taxes which are applicable are given below.

- 1) Income tax as applicable.
- 2) Works Contract tax as applicable.

9. **ARBITRATION**

a) In the event of any question, dispute or difference arising under this agreement or in connection therewith 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 Telecom, Karnataka Telecom Circle, Bangalore or any person appointed by him. The agreement to appoint the arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

b) **Jurisdiction of Court** :- This contract is subject to jurisdiction of Court at Belgaum only.

10. **DOCUMENTS**

Following documents should be given by the tenderer while submitting the tender :

- a) Experience Certificate issued regarding having repaired minimum of 1000 Nos. of P.B. Telephone Instruments in the Department of Telecom / BSNL or any other organisation.
- b) Registration certificate of KST/CST/VAT
- c) Copy of PAN Card.

Tenders submitted without the above documents will be rejected outright.

11. **PRICE :**

- 11.1 Tenderer should quote the consolidated charges for repair of Telephone Instruments inclusive of cost of :
- (a) All spares (All inclusive) including missing, physically broken and burnt due to electrical hazards
 - (b) Charges for collection
 - (c) Transportation
 - (d) Packing and forwarding
 - (e) Delivery and
 - (f) All taxes.
- 11.2 Tenders will not be accepted if the rates are not quoted for all items and all inclusive.
- 11.3 Conditional / Incomplete tenders will not be accepted.

(J.R.NADKARNI)
Asstt. General Manager(Plg.),
O/o General Manager Telecom Belgaum,
Main Telephone Exchange Compound,
Camp, Belgaum-590001.

Copy to : 1) The C.G.M Telecom, Karnataka Circle, Bangalore-8.
2) CAO / AO(C) / Cashier, O/o GMTD Belgaum.

ANNEXURE – A

EMD Rs. _____

Tender Form No. :

:

D.D Particulars :

To,

Asstt. General Manager(Plg.),
O/o G.M.Telecom,
Belgaum – 590 006.

Sir,

Sub. : Tender for repairs of Telephone Instruments for Section :.....
Ref. : Your Tender Notice No. S-13/PBT/2008-09/14 dtd 18/03/2009.

With reference to your above tender, I have gone through all the terms and conditions of the tender and I abide by the same. My rates for the repair of telephone instruments are as detailed below :

Description of Telephone Instruments	Rate for repairs per telephone instrument Inclusive of Spares and Taxes (In Figures and also in words)
i) Ordinary Push Button Instruments	Rs.(In figures) Rupees(In words) :.....
ii) Executive type instruments	Rs. (In figures) :..... Rupees (In words) :.....
iii) Clip instruments	Rs. (In figures) :..... Rupees (In words) :.....

- 1 In case of any discrepancy, the rate quoted in words shall be considered.
2. The rate and quantity for a single item shall be multiplied and total amount for all items together shall be compared to arrive at the lowest tender.

DD No /Date----- Name of the Bank----- Amt-----

Thanking you,

Yours faithfully,

Place :

Signature of the Contractor
(WITH Name/Seal)

Date :

Name :

Phone No:

Address :

.....

ANNEXURE – B

INFORMATION TO BE FURNISHED BY THE TENDERER

1. Name of the Firm/Individual and Registered Address	
2. Telephone Number : Office : Residence : : Mobile : : FAX :	
3. Whether it is sole proprietary or partnership Firm/Private Limited Company.	:
4. Name of sole Proprietor/Name of Partners /Name of Director(s)	
5. Name of person authorised to enter into and execute contract agreement and the capacity in which he is authorised.	
6. Permanent Income Tax No (PAN NO.)	
7. Whether the firm has ever been Black-listed ; if so, give details.	
8. Whether the firm is having branches at More than one place? If so details.	

SIGNATURE OF THE TENDERER
WITH NAME/SEAL.

PLACE :

DATE :

‘SCHEDULE – C’
A G R E E M E N T F O R M

AGREEMENT made this _____ day of _____ Two Thousand Eight, between the BHARATH SANCHAR NIGAM LIMITED here in after called the BSNL Which expression shall unless excluded by or repugnant to the context include his successors and assignees on the one part and _____ having its registered office at _____ (acting through its constituted Attorney) herein after called the "Contractor" (Which them shall include their heirs, executors, successors and assignees) on the other part.

WHEREAS THE Bharat Sanchar Nigam Limited is desirous of getting executed certain works namely _____

AND WHEREAS the contractor is ready and willing to execute the said works in accordance with the terms of the agreement.

NOW THIS AGREEMENT WITNESSTH and it is here by declared as follows:

The Tender-Notice instructions to tenderers, conditions of Agreement construction-specifications, guide lines to the Agency, Schedule Letters of Intent No. dated . . . (along with its enclosures) annexed here to and such other additional particulars, instructions, drawings 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 ``Agreement" or "Documents of Agreement" wherever herein used.

In consideration of the payments to be made to the Agency for the works to be executed by him the agency hereby covenants with the Bharat Sanchar Nigam Limited that the Agency shall in accordance with the agreement documents duly provide execute and complete the said works and shall perform all other acts deeds matters and things in their agreement mentioned or described or which are to be implied there from or may reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms and conditions of stipulations mentioned in the Agreement.

In consideration of the due provisions executions and completion of the said works Bharat Sanchar Nigam Limited hereby agrees with the Service Agency that the Bharat Sanchar Nigam Limited will pay to agency the respective amounts for the work done by the Agency and such other sum (s) as may become payable to the Agency under the provisions of the Contract.

IN WITNESS where of the parties here to have executed these presents the day month and the year first above written.

Signed on Behalf of the
BSNL Belgaum T.D.(With Seal)

Signed by/on behalf of the
Successful Tenderer.

Witness :
Signature :

Witness :
Signature :

Name & Address :

Name & Address :