

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

No. S-13/ Rpr-PP /2009-10/ 6 dated at Belgaum, the 18-03-2009.

Tender for SMPS Power plant Modules & Control Panels
in Belgaum Telecom District.

TENDER SCHEDULE

1. TENDER FORM No.-----
2. Issued to:-----

3. Particulars of Payment : DDNo----- Dated-----
Name of the Bank-----
5. Cost of Tender form : Rs, 575 /- (Inclusive of taxes).
6. EMD / Bid Security : Rs.30,000/-
7. Time and Date of Issue : From 20/03/2009 upto 03/04/2009.
of Tender Forms on all working days during working hours.
8. Time and Date upto which : 1500 hrs. of 03/04/2009.
Tenders will be received
9. Time and Date of Opening : 1530 hrs. of 03/04/2009.
10. Venue of opening of Tender : Chamber of AGM (Plg.), O/o GMT Belgaum,
Main Telephone Exchange Compound,
Camp, Belgaum-590001.

For more information log on to www.karnataka.bsnl.co.in

Asst. General Manager (Plg),
O/o G.M. Telecom Belgaum,
Main Telephone Exchange Compound,
Camp, Belgaum-590001.

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

No. S-13/Rpr-PP/09-10/ 06 Dated @ BM the 18/03/2009.

TENDER NOTICE

On behalf of CMD BSNL, sealed tenders for the year 2009-10 are invited by the General Manager Telecom District Belgaum from the reputed contractors for repair of (1) SMPS Powerplants Modules of different makes including all types of spares & (2) Control Panels of SMPS Powerplants of various makes including all types of spares working in various exchanges of Belgaum SSA.

1. ISSUE OF TENDER-FORMS & SUBMISSION OF TENDER :

1.A) ELIGIBILITY : The tenderer should have Two years experience in similar works taken up in BSNL/MTNL or with any other service provider organisations. The bidder has to submit a certificate issued by the officers not below the rank of DE or Managerial level officers of any other Telecom service providers.

1.B) Issue of Tender forms :- The Tender Forms may be obtained from the S.D.E.(MM) of this Office on payment of Rs.575/- (Rs. Five Hundred Seventyfive Only) per copy in the form of a crossed Demand Draft drawn in favour of the "B.S.N.L.Belgaum T.D" on any scheduled/nationalised bank, payable at Belgaum.

1.C) Downloading the Tender forms : It may please be noted that, Complete Tender Document is available on the Website : www.karnataka.bsnl.co.in/ for the purpose of downloading. If you are downloading tender-document from website, you are requested to enclose separate DD of the amount of the cost of tender-document along with the tender as per the cost of tender-form given above; otherwise your tender shall be rejected.

1.D) Submission : Wax-sealed tenders superscribed as "TENDER FOR REPAIR OF SMPS POWER-PLANT MODULES AND CONTROL PANELS IN BELGAUM SSA" should be addressed to Smt. J.R.Nadkarni, Asstt. General Manager(Plg), O/o the General Manager Telecom, Main Telephone Exchange Compound, Camp, Belgaum – 590 001, so as to reach her on or before **1500 hours of 03/04/2009**. The tenders will be opened on the same day at 15.30 hours in the presence of such of the tenderers or their representatives as may choose to attend. 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.E) 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.

For more information log on to : www.karnataka.bsnl.co.in

2. **DEPOSIT**

- 2.1 Each tender should be accompanied by an EMD of Rs.30,000=00/- (Rupees Thirty thousand only) in the form of Demand Draft drawn in favour of the 'B.S.N..L Belgaum T.D'. EMD without tender will be rejected.
- 2.2 The EMD will be forfeited if the tenderer withdraws his tender after the tender is opened.
- 2.3 EMD of successful tenderer will be retained with BSNL as Security Deposit during the currency of the tender and EMD of unsuccessful tenderer will be refunded after finalisation of the tender. EMD/SD while in the custody of the B S N L will not carry any interest.
- 2.4 After award of the tender, the successful tenderer will have to deposit the balance of Security Deposit of Rs.30,000/- within Seven days from the award of the tender. The amount of the Total Security Deposit is equivalent to twice the amount of EMD, i.e., Rs.60,000/-, but, the amount of Rs.30,000/- already paid by the tenderer towards EMD will be adjusted against the Security Deposit. In this regard, a crossed demand draft drawn in favour of "BSNL Belgaum T.D." for the balance amount of Rs.30,000/- (after adjusting the EMD), should be deposited by the successful tenderer towards Security Deposit referred above within a period of 7 (seven) Days of the receipt of 'Provisional Acceptance Letter' from the undersigned.
- 2.5 The SD along with the EMD will be forfeited to the B S N L without prejudice to any other rights in the following circumstances.
- In the event of contractor failing to observe or perform any of the conditions of the tender as set out therein
 - In case of unsatisfactory/incomplete work done by the contractor.
 - In the event of not complying with the orders / instructions issued by the BSNL.

3. **TERMS AND CONDITIONS**

- 3.1 Incomplete and Conditional Tenders will not be accepted.
- 3.2 **Rates** : A)The tenderer should quote specific rates for each item in the enclosed "Annexure- I". Conditional tenders will not be accepted. The rates should be quoted Per Unit inclusive of all charges and all other applicable taxes **but Exclusive of Service Tax.** It may please be noted that, the "Service Tax" should be shown separately in the "Annexure-I". Rates should be quoted for all Four items or otherwise, the tender is liable for rejection.
B) Any corrections/deletions/overwriting in the rates quoted should be attested by the tenderer with his own signature. No revision of rates or escalation of price will be entertained due to any reasons after tenders are opened. The rates quoted will be firm till the expiry of validity of tender.
- 3.3 The Contractor is not allowed to lift any Departmental materials without proper authority / letter from Departmental Officer for lifting materials.
- 3.4 **Validity of Tender** :- Validity of the tender is One year from the date of final acceptance letter of the tender. No revision of rates or escalation price will be entertained due to any reasons after tenders are opened. The tender rates once accepted will be valid till the expiry of the validity period of the tender.
- 3.5 The Contractor shall under no circumstances sublet the Contract.
- 3.6 The B.S.N.L. is not responsible and shall not pay the loss or damage if any caused to Contractor's persons / materials incurred while carrying out the contract.
- 3.7 The Contractor will be responsible for any loss or damage to the B S N L property during attending the faulty modules / power plants. Contractor himself has to make good the loss at his cost.

3.8 Payment of Bills :

3.8.a) The Pre-Receipted Bill in triplicate along with acknowledged consignment note receipt or work order, and the certificate regarding the satisfactory completion of the work (given on the bill itself) should be submitted within a FORTNIGHT after completion of the work for affecting the payment to the following :

- i) Bill for SMPS Powerplant modules should be submitted to the Officer In charge of the respective Repair Centre as mentioned at Sl.No.(4) WORKS below .
- ii) Bill for Control Panels should be submitted to the S.D.E. Incharge of the respective exchange.

3.8. b) **If the contractor is engaging 10 or more labours**, the E.P.F. Registration number should be given on the First Bill for payment. The details of the recoveries made towards EPF in r/o each of the labour engaged along with a copy of the receipt (of the amount paid to the concerned EPF Authorities) of the previous month should be enclosed to the Bill of the succeeding month. The details/receipt of the last month of the contract (if any) should be produced before refund of the Security Deposit after expiry of the tender-contract. If the contractor is engaging less than 10 labours, this condition is not applicable to him, and in such cases, he should give a self-declaration to that effect within Seven days from the award of the tender.

3.8.c) The last and final bill should be submitted for payment within One month of the expiry of the tender-contract. Bills received after One month of the expiry of the tender-contract will not be entertained for payment. No bills will be received after refund of the E.M.D./S.D. of the concerned tender-contract.

3.9 The Contractor should produce the up-to-date Income Tax Clearance Certificate as and when demanded.

3.10 The Successful Tenderer will have to execute an agreement of Contract on stamp paper of Rs.50/- (Rupees Fifty Only).

3.11 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) rejecting One or all tenders without assigning any reasons.

3.12. No BSNL/MTNL/DOT employee can submit tender against this tender notice, or can indirectly associate with the tenderer. Contractors who have near relatives working in any capacity in the department of Telecom/BSNL/MTNL are not permitted to tender against this notice inviting tender. No one connected with or in the employment of Telecom Department / BSNL shall ever be admitted as a partner of the contractor. The contractor will have to give a declaration to that effect along with the tender.

3.13. The work should be commenced and and completed within the period as per the time limit stipulated in the Work Order issued by the Unit Officers. If the tenderer fails to commence / complete the work within the stipulated date / period or the tenderer deserts the work doing the partial work, GMTD Belgaum will have the right to impose penalty and forfeit the SD in favour for the Department, under the provisions of the "Penalty Clause" given below. No payment will be made for any incomplete work. If any module is damaged by the contractor during the course of his repair, the cost of the module will be recovered from the S.D. of the contractor.

3.14. GMTD Belgaum or his authorised representative can reject payment of the Bill for any part of work not carried out as per Departmental standards. B S N L is not liable for any additional work carried out without previous sanction or not provided for, in the Work Order or in the Estimate, but carried out by the Contractor without previous written sanction of the Officer accepting the Tender.

- 3.15. Contractors also should intimate the name of persons who are working under him in any capacity or subsequently employed by him and who are near relatives of Gazetted Officers in the BSNL. Contractors who have the near relatives posted as Gezatted Officers or J.A.O./J.T.O. in the Karnataka Telecom Circle are not permitted to tender against this notice inciting tender. No one connected with or in the employment of the BSNL/MTNL/DOT shall ever be admitted as a partner of the contractor.
- 3.16. **A) LABOUR REGULATIONS** : The contractor shall at his own responsibility arrange to get necessary license from the Asst. Labour Commissioner (Central) Hubli, required under 'Contract Labour (Regulation and Abolition) Act-1970 and to abide by the provisions of the said act. The contractor shall observe all labor regulations while employing his labourers. No labourer below the age of 18 years shall be employed on the works. The contractor shall be responsible for issuing protective devices like A.C. line tester, rubber hand gloves, shoes with rubber soles, safety belts, safety helmets etc., to the labourers working under him while on work. He should also ensure to take Power shut-downs whenever and wherever necessary with the guidance of the controlling/supervisory officers.
- B) E.P.F.REGISTRATION** : i) The successful tenderer will have to register his firm with the E.P.F. Authorities immediately after award of Tender, **if he is engaging 10 or more labours** & the E.P.F.Registration number should be produced to the A.G.M.(Planning) O/O GMT BM, before submission of the First Bill for payment. The details of the recoveries made towards EPF in r/o each of the labour engaged along with a copy of the receipt (of the amount paid to the concerned EPF Authorities) of the previous month should be enclosed to the Bill of the succeeding month. The details/receipt of the last month of the contract (if any) should be produced before refund of the Security Deposit after expiry of the tender-contract.
- ii) If the contractor is engaging less than 10 labours, the above referred condition of the EPF does not apply to him, and in such cases, he should give a self-declaration to that effect within Seven days from the award of the tender.
- 3.17. 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 payable under the Workmen Compensation Act 1923 for injuries or disabilities or death caused in the process of execution of work. In every case in which, by virtue of provisions in the Section 12 subsection (1) on the Workmen's Compensation Act 1923, where the BSNL is obliged to pay compensation to a workman employed by the contractor for execution of the work, the BSNL will recover the amount of compensation so paid 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.
- 3.18. **Evaluation** :- Rates should be quoted for Repair for all Four items mentioned in the "Annexure- I" including all spares and all applicable charges and all other applicable taxes except 'Service Tax', failing which the tender is liable for rejection. The rate (exclusive of Service tax) and quantity (approximately given in "Annexure- I") for a single module/item shall be multiplied and total amount for all items together shall be compared to arrive at the lowest tender.
- 3.19. **Quantity** :-The quantity mentioned in the schedule is approximate and liable for variation. The G.M.Telecom Belgaum reserves the right to increase or decrease the quantity up to 25 % of the total quantity of the works specified in the 'Annexure-I' (and in emergent cases, 50% of the quantity specified), without any change in unit price of the offered quantity or other terms and conditions at the time of award of contract. During the currency of the tender, the successful tenderer is bound to execute the works on the orders to the extent of plus or minus 25%(and in emergent cases, 50%), if any, at the same approved rates by this office during the validity period of the tender.

4. **WORKS & REPAIR CENTRES :**

- 4.1 Regarding repair of SMPS P/P Modules :- The Tenderer should collect all the faulty modules from the following centres respectively for the sections mentioned against each centre. Officer In charge of the Repair Centre mentioned below will issue the Work Order and also will certify the bill for payment regarding the repairs work done. The conveyance charges should be borne by the tenderer only.

Sl. No.	REPAIR CENTRE & Office In charge of the Repair centre who will certify the bill for payment regarding the repairs work done	Section
1	S.D.E.DRC, C/O Main Telephone Exchange Belgaum	i) D.E.Urban Belgaum. ii) D.E.Rural Belgaum.
2	S.D.E.Indoor Athani	D.E.T. Athani
3	S.D.E.Indoor Bailhongal	D.E.T. Bailhongal
4	S.D.E.Indoor Chikodi	D.E.T. Chikodi
5	S.D.E.Indoor Gokak	D.E.T. Gokak

- 4.2 Regarding Repair of SMPS P/P Control Panels :- The SMPS P/P are working units in various exchanges. Hence the contractor should take up the repair of SMPS P/P Control Panels at the respective exchange mentioned in the Work Order, which will be issued by the concerned S.D.E. In charges of the exchange. The conveyance charges should be borne by the tenderer only.
- 4.3 Repair includes replacement of all spares for the modules/control panels of all makes. The Modules/Control Panels so repaired will have to **be warranted for three months**. If the repaired unit is found faulty within warranty period the unit have to be repaired free of cost.
- 4.4 The tenderer should ensure that the maintenance card / job cards are prepared for the work done and got countersigned by the Officer In charge of Exchange.
- 4.5 No extra payments will be made for the visits for clearing the faults when reported by the Field Officers.

5 **PENALTY CLAUSE:**

- 5.1 The work should be commenced within five days from the date of issue of order from SDEs / DEs and completed within the period as stipulated in the Work Order issued by the Unit Officers, failing which, a penalty of Rs.50/- per day per unit per work order for the delayed No. of days, subject to the maximum of Rs.500/- will be levied and will be recovered from the bills / SD amount as the case may be. If the faults are not attended even after 10 days after expiry of the stipulated time limit, the tender is liable for termination with forfeiture of the EMD/SD on account of failure to adhere to the contractual obligations and consequently the name of the terminated contractor will be 'Black-listed' and will be circulated in the Karnataka telecom Circle and he will not be allowed to participate in the Tender in any of the SSAs in Karnataka Telecom Circle.
- 5.2 If the delay in execution of the work is due to genuine reasons given in writing by the contractor, the condoning of delay can be done only by an officer not below the rank of D.G.M.

6. **DEDUCTION OF TAXES :**

The bills of the contractor will be paid after deduction of the statutory taxes as applicable from time to time, after certification of satisfactory completion of work by the concerned SDE/DE. At present, the statutory taxes applicable are as follows :

- (i) Works tax, (ii) Income Tax.

7. ARBITRATION :

7.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 Circle, Bangalore, or by any person appointed by the said officer. The agreement to appoint the arbitrator will be in accordance with the Arbitration and conciliation Act - 1996.

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

8. DOCUMENTS :

Documents to be enclosed to the application for issue of the tender document AND ALSO to the tender document at the time of submission of the Tender are as follows :

- a. Registration certificate under KST/CST/VAT.
- b. Documents in support of such works taken up in BSNL/MTNL or any other service provider organisation.
- c. Copy of PAN Card.
- d. Self-Declaration regarding 'No BSNL/DOT Employee / No relation with any Officer of BSNL.
- e. E.P.F.Registration No., if the firm is engaging 10 or more labours, or otherwise, a Self-declaration to the effect that, the firm is engaging less than 10 labours.

Tender document not accompanied with the above mentioned documents will be rejected.

**Asstt. General Manager(Plg.),
O/o G.M.Telecom Belgaum-1.**

ANNEXURE - I

From :

To : Smt. J.R.Nadkarni,
AGM(Plg),
O/o G.M.T. Belgaum-1,

I / We hereby quote the rates as mentioned below in the following proforma with reference to your Tender Notification No. S13/Rpr-PP-Modules/09-10/ 1 dated / 03 / 2009, after going through all the terms and conditions.

Sl. No.	Name of the item and Discreption	Qty.	Rates Quoted per units Inclusive of all charges, all types of spares required for repair and all other taxes except Service tax Rs.	Service Tax
1.	Repair of 100 Amp Power plant Repair of 25 A modules of all makes including all spares	129		
2.	Repair of 25 Amp Power plant Repair of 100 A modules of all makes including all spares	196		
3.	Repair of 100 Amp Power plant Control Panels of all makes including all spares	20		
4.	Repair of 25 Amp Power plant Control Panels of all makes including all spares	22		

(Note:-1 The above rates are inclusive of all charges, all types of spares required for repair and all other applicable taxes except 'Service tax'

2. Quantity given above is approximate and may vary widely.

3. The unit rate (exclusive of Service tax) 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.

I am enclosing DD of Rs _____ dated _____ drawn from the bank _____

Place :

Date :

Signature of Contractor with seal

Name : _____

Telephone No. _____

Address : _____

ANNEXURE-II

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 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 SEAL.

PLACE :

DATE :

ANNEXURE-III

AGREEMENT FORM

AGREEMENT made this _____ day of _____ Two Thousand 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 convenants 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 :