



BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

OFFICE OF THE GENERAL MANAGER, HASSAN TELECOM, DISTRICT
BSNL BHAVAN, BM ROAD, HASSAN – 573 201

“An ISO 9001-2000 CERTIFIED COMPANY”

BID DOCUMENT

Tender for Annual Comprehensive Maintenance Contract of Engine Alternators (Fixed / Mobile) of different capacities at various Telephone Exchanges / Offices in Hassan Telecom District

TENDER No: W-5/TENDER/AMC/EA/2009-10/ 2 Dated at Hassan the 21-08-2009

Document No.	
ISSUED TO [NAME & ADDRESS]	
DD/CASH RECEIPT NO	
DATE OF ISSUE	
Signature of issuing officer	

1

Read, Understood & complied with

Signature of the Bidder with date

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BSNL Bhavan BM Road, Hassan-573 201

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SECTION-I

NOTICE INVITING TENDER

Sealed tenders are invited on behalf of Bharath Sanchar Nigam Limited by The General Manager, Hassan Telecom Dist, BSNL Bhavan, BM Road, Hassan-573 201 from the eligible and experienced contractors / firms for Annual Maintenance Contract of Engine Alternators (Fixed / Mobile) of different capacity at various Telephone Exchanges / Offices in Hassan Telecom District, Hassan. Only bidders who have at least one year experience for having carried out similar works with BSNL / PSUs / Govt Organizations or any other private organisation shall be eligible to apply. Details of specification of the works and the quantities are given in the following sections.

1. The tender document can be had from Planning Section, IV Floor O/o General Manager, BSNL Bhavan BM Road Hassan-573201 **from 24-08-2009 to 14-09-2009 between 10:00 hrs to 17:00 Hrs on all working days on payment of Rs. 563/-(Rupees Five Hundred and Sixty Three only)** in the form of DD/Bankers cheque drawn in favour of “BSNL, Hassan TD, payable at Hassan from any Nationalized / Scheduled Bank or by paying Cash in the Cash Counter. The last date for issue of tender form is 14-09-2009. The tender documents can also be downloaded from Website: www.karnataka.bsnl.co.in/tender/telecom/tender-ssa.htm. In such case, the cost of the tender documents of Rs.563/- is required to be paid in the form of crossed DD drawn in favor of “BSNL Hassan TD” Hassan and enclosed to the tender documents. In case of non remittance of cost of tender form, tender document will be summarily rejected.
2. The tender document should be submitted to The Asst General Manager (Plg), O/o General Manager, Hassan Telecom Dist, IV Floor, BSNL Bhavan, BM Road, Hassan-573 201 in an envelope sealed either by wax or by Packing PVC tape on all the adjoining sides super scribed as “Tender for Annual Maintenance Contract of Engine Alternators (Fixed / Mobile)”. The completed tender will be accepted up to **1500 hrs of 15-09-2009** and will be **opened on 15-09-2009 at 1530 hrs** (same day) in the presence of the bidders who may choose to be present.

3. The prospective bidders are advised to make a detailed survey of the Engine Alternators (Fixed / Mobile) by visiting the exchanges / offices where the Engine Alternators (Fixed / Mobile) are installed, before quoting the rates.

LIST OF ENGINE ALTERNATORS AVAILABLE IN EXCHANGES / OFFICES IN HASSAN SSA

SLNO	SDCA	EXGE	COUNT	CAP OF E/A
1.	H N PURA	DODDABEMMATTI	1	5 KVA
2.	ARSIKERE	BELAGUMBA	1	7.5 KVA
3.	ARSIKERE	CHIKKAMMANAHALLY	2	7.5 KVA
4.	ARSIKERE	DUMMENAHALLY	3	7.5 KVA
5.	ARSIKERE	HIRIYUR	4	7.5 KVA
6.	ARSIKERE	KALGUNDI	5	7.5 KVA
7.	ARSIKERE	KANAKATTE	6	7.5 KVA
8.	ARSIKERE	KOLGUNDA	7	7.5 KVA
9.	ARSIKERE	MADDARAHALLY	8	7.5 KVA
10.	ARSIKERE	NERLIGE	9	7.5 KVA
11.	ARSIKERE	UNDIGANALU	10	7.5 KVA
12.	BELUR	NORWAY	11	7.5 KVA
13.	BELUR	PADUVALALU	12	7.5 KVA
14.	C R PATNA	BAGUR	13	7.5 KVA
15.	C R PATNA	KALKERE	14	7.5 KVA
16.	C R PATNA	MATTANAVILE	15	7.5 KVA
17.	C R PATNA	SANTHESHIVARA	16	7.5 KVA
18.	C R PATNA	SATHENAHALLY	17	7.5 KVA
19.	H N PURA	DODDAKADANUR	18	7.5 KVA
20.	H N PURA	K. ABBUR	19	7.5 KVA
21.	H N PURA	NIDUVANI	20	7.5 KVA
22.	H N PURA	PADUVALAHIPPE	21	7.5 KVA
23.	HASSAN	KOWSHIKA	22	7.5 KVA
24.	SAKLESH PURA	ATTIHALLY	23	7.5 KVA
25.	SAKLESH PURA	CHANGADAHALLY	24	7.5 KVA
26.	SAKLESH PURA	CHINNAHALLY	25	7.5 KVA

SLNO	SDCA	EXGE	COUNT	CAP OF E/A
27.	SAKLESH PURA	HOSUR	26	7.5 KVA
28.	SAKLESH PURA	KADUMANE	27	7.5 KVA
29.	HASSAN	VIDYANAGAR	28	7.5 KVA
30.	SAKALESHAPURA	KADUMANE (MS O/D BTS)	29	7.5 KVA
31.	SAKALESHAPURA	DEVALADAKERE (MS O/D BTS)	30	7.5 KVA
32.	BELUR	NEHRU NAGAR CHIKKAMAGALUR ROAD BELUR (MS O/D BTS)	31	7.5 KVA
33.	ARAKALAGUD	ARAKALAGUD STAFF QUARTERS (MS O/D BTS)	32	7.5 KVA
34.	ARASIKERE	CHIKKUR (MS O/D BTS)	33	7.5 KVA
35.	ARSIKERE	CHAGACHAGERE	1	10 KVA
36.	ARSIKERE	HULLEKERE	2	10 KVA
37.	ARSIKERE	MUDUDI	3	10 KVA
38.	BELUR	HEBBALU	4	10 KVA
39.	BELUR	KARAGADA	5	10 KVA
40.	BELUR	SANKENAHALLI	6	10 KVA
41.	SAKLESH PURA	DEVALADAKERE	7	10 KVA
42.	ARSIKERE	GANDSI	1	15 KVA
43.	ARSIKERE	HARNAHALLY	2	15 KVA
44.	BELUR	ADAGUR	3	15 KVA
45.	BELUR	CHEEKANAHALLY	4	15 KVA
46.	BELUR	HAGARE	5	15 KVA
47.	C R PATNA	DIDIGA	6	15 KVA
48.	C R PATNA	UDAYAPURA	7	15 KVA
49.	H N PURA	BASAVAPATNA	8	15 KVA
50.	H N PURA	BYCHANAHALLY	9	15 KVA
51.	H N PURA	MALLIPATNA	10	15 KVA
52.	HASSAN	DAIRY CIRCLE	11	15 KVA
53.	HASSAN	HERAGU	12	15 KVA
54.	HASSAN	HSN-THL RLU	13	15 KVA
55.	HASSAN	JAYANAGARA	14	15 KVA
56.	HASSAN	NITTUR	15	15 KVA
57.	HASSAN	SALAGAME	16	15 KVA
58.	HASSAN	SHANTHIGRAMA	17	15 KVA

SLNO	SDCA	EXGE	COUNT	CAP OF E/A
59.	SAKLESH PURA	GODDU	18	15 KVA
60.	SAKLESH PURA	RAXIDI	19	15 KVA
61.	SAKLESH PURA	UDEVARA	20	15 KVA
62.	HASSAN	UDAYAGIRI (MS O/D BTS)	21	15 KVA
63.	HASSAN	PENSION MOHALLA (MS O/D BTS)	22	15 KVA
64.	BELUR	KESAGODU	1	20 KVA
65.	H N PURA	DODDAMAGGE	2	20 KVA
66.	H N PURA	MUDALAHIPPE	1	25 KVA
67.	ALUR	K.H. KOTE	1	30 KVA
68.	ALUR	PALYA	2	30 KVA
69.	ARSIKERE	BANAVARA	3	30 KVA
70.	ARSIKERE	JAVAGAL	4	30 KVA
71.	C R PATNA	BYRAPURA	5	30 KVA
72.	SAKLESH PURA	YESLUR	6	30 KVA
73.	BELUR	THOLALU (BELLUTTE)	1	35 KVA
74.	C R PATNA	HIRISAVE	2	35 KVA
75.	C R PATNA	SRINIVASA PURA	3	35 KVA
76.	H N PURA	HALLY MYSORE	4	35 KVA
77.	HASSAN	M/W STATION	5	35 KVA
78.	ALUR	ALUR*	1	40 KVA
79.	ALUR	RAYARA KOPPALU	2	40 KVA
80.	ARSIKERE	ARSIKERE M/W	3	40 KVA
81.	ARSIKERE	BAGESHAPURA	4	40 KVA
82.	BELUR	AREHALLY	5	40 KVA
83.	BELUR	BICCODU	6	40 KVA
84.	BELUR	GENDEHALLY	7	40 KVA
85.	BELUR	HALEBEEDU	8	40 KVA
86.	C R PATNA	BASAVANAPURA	9	40 KVA
87.	C R PATNA	JUTTANAHALLI BORE	10	40 KVA
88.	C R PATNA	NUGGEHALLY	11	40 KVA
89.	C R PATNA	SHRAVANA BELAGOLA	12	40 KVA
90.	H N PURA	HALEKOTE	13	40 KVA
91.	H N PURA	HARIHARAPURA	14	40 KVA

SLNO	SDCA	EXGE	COUNT	CAP OF E/A
92.	H N PURA	KERALAPURA	15	40 KVA
93.	H N PURA	KONANUR	16	40 KVA
94.	H N PURA	RAMANATHA PURA	17	40 KVA
95.	HASSAN	BYLAHALLY	18	40 KVA
96.	HASSAN	DUDDA	19	40 KVA
97.	HASSAN	GORUR	20	40 KVA
98.	HASSAN	JYOTHINAGAR (KATTAYA)	21	40 KVA
99.	HASSAN	MOSALE HOSAHALLY	22	40 KVA
100.	HASSAN	PENSION MOHALLA	23	40 KVA
101.	SAKLESH PURA	BALEGADDE	24	40 KVA
102.	SAKLESH PURA	BALLUPET	25	40 KVA
103.	ARSIKERE	D.M. KURKE	1	50 KVA
104.	SAKLESH PURA	HANBAL	2	50 KVA
105.	SAKLESH PURA	HANBAL	3	50 KVA
106.	SAKLESH PURA	HETHUR	4	50 KVA
107.	SAKLESH PURA	SHUKRAVARA SANTHE	5	50 KVA
108.	H N PURA	ARKALGUD	1	60 KVA
109.	BELUR	BELUR	1	75 KVA
			2	75 KVA
110.	H N PURA	HOLENARSIPURA	3	75 KVA
111.	ARSIKERE	ARSIKERE	1	100 KVA
			2	100 KVA
112.	SAKLESH PURA	SAKLESH PURA	3	100 KVA
			4	100 KVA
113.	C R PATNA	CHANNARAYAPATNA	1	125 KVA
			2	125 KVA
114.	HASSAN	HASSAN-OCB	1	200 KVA
			2	200 KVA
115.	HASSAN	G.M. OFFICE	1	63 KVA
			1	250 KVA
116.	HASSAN	ALUR	1	63 KVA (MOB)
117.	HASSAN	SHANTHIGRAMA	1	63 KVA (MOB)
118.	C R PATNA	SATENAHALLI	1	7.5 KVA (MOB)

SUMMARY

Sl No.	Type of Engine Alternators (Fixed / Mobile)	Approximate No. of units	Bid Security
1.	5 KVA	1	Rs.36,000/-
2.	7.5 KVA	33	
3.	10 KVA	7	
4.	15 KVA	22	
5.	20 KVA	2	
6.	25 KVA	1	
7.	30 KVA	6	
8.	35 KVA	5	
9.	40 KVA	25	
10.	50 KVA	5	
11.	60 KVA	1	
12.	63 KVA	1	
13.	75 KVA	3	
14.	100 KVA	4	
15.	125 KVA	2	
16.	200 KVA	2	
17.	250 KVA	1	
18.	7.5 KVA (Mobile)	1	
19.	63 KVA (Mobile)	2	
TOTAL		124	

4. EARNEST MONEY DEPOSIT: Each Tender shall be accompanied by an EMD of Rs. 36,000/- (Rupees Thirty Six thousand only) deposited in the form of a Crossed Demand Draft or Bankers Pay Order drawn on any Nationalized/Scheduled Bank in favour of "BSNL HASSAN TD" payable at Hassan-573 201
5. The General Manager Hassan Telecom Dist.Hassan-573201 reserves the right to accept or reject any or all the tenders without assigning any reason.

Asst General Manger [Plg],
O/o The General Manager,
Hassan Telecom District.
BSNL Bhavan, Hassan-573201
Phone No. 08172-259 211

SECTION – II

TERMS AND CONDITIONS

1.0 ELIGIBILITY

- 1.1 Only bidders who have at least one year experience for having carried out similar works with BSNL/PSUs/Government or Private organizations supported by documentary evidence shall be eligible to apply, failing which bids are liable to be rejected.
- 1.2 The bidder should have Valid Service Tax Number and PAN and copy of registration certificates shall be enclosed to the Bid document.
- 1.3 The Contractor should have sufficient resources at his command to carryout the work simultaneously at different places of work in the SSA.

2.0 Disqualification for Bidding

- 2.1 The General Manager, BSNL Hassan Telecom District Hassan, 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 including those contracts which have already been terminated by the BSNL. The Firms and Companies which have the contractors as proprietors or partners whose contract agreements have been terminated by BSNL due to bad performance by the Contractor are also not eligible to participate in this bid. Black listed/terminated contractors under whatever may be the reason are also not eligible to participate in this tender. Conditional tender will not be accepted
- 2.2 As per the rules and regulations of the BSNL, BSNL employee or his members of the family are barred from participating in the tender directly or indirectly.
- 2.3 If the bidder does not adhere to the rules and regulations related to the nature of tender specified by BSNL or as required by state/central government. In such cases onus will be on the bidder to establish the credentials for not having violated.

3.0 SUBMISSION OF BIDS

- 3.1 The cover containing tender documents shall be sealed either by wax or by Packed with PVC tape on all the adjoining sides failing which tender will be rejected. The sealed covers super scribed as “Tender for AMC of Engine Alternators (Fixed / Mobile) ” should be addressed to **Assistant General Manager [Plg], O/o G.M. Telecom, IV Floor, BSNL Bhavan, BM Road, 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 [Plg], IV Floor, O/O the GMT, Hassan, on or before **15:00 Hrs of 15-09-2009**.
- 3.2 If tender opening day happens to be holiday, then, next working day will be the tender opening day

- 3.3 All the columns in the Rate schedule (Section XI) should be filled in and any overwriting or insertion and corrections should be attested by the bidder with his/her/their own signature.
- 3.4 All pages of the tender documents are to be signed by the bidder and submitted along with Xerox copies of related documents as mentioned in Section-X, failing which the bid is liable for rejection.

4.0 LATE TENDERS:

- 4.1 The slit of the tender box will be sealed immediately after the specified time for receipt of tender. 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 bidder to ensure timely submission of the tender.
- 4.2 Tenders sent by post, if delivered by the Postman after the expiry of the specified time will only be recorded and not opened or considered. Such tenders will be opened only when a request to return the Demand Draft/ Bank Guarantee/ Pay order enclosed as EMD is made by the Bidder. In such cases, only the DD/Bank Guarantee/Pay order will be returned in original but not the other documents.

5.0 MODIFICATION AND WITHDRAWAL OF BIDS:

The bidder can include at later stage but before opening the tender box in sealed envelope, the modifications if any to the original bid document or for the withdrawal of his bid already deposited in the tender box.

6.0 PERIOD OF VALIDITY OF BIDS:

Bid shall remain valid for 120 days from the date of opening.

7.0 EARNEST MONEY DEPOSIT (EMD)

- 7.1 The amount deposited as EMD of Rs. 36,000/- along with Bid Document shall carry no interest during the entire period it remains with BSNL, Hassan Telecom Dist.
- 7.2 The EMD shall be forfeited if a bidder withdraws his bid during the period of bid validity specified in the bid document
- 7.3 The EMD (bid security) is liable for forfeiture, in case, the successful bidder fails to,
- i) Sign the agreement in accordance with clause 9
 - ii) Furnish Security Deposit in accordance with clause 8.2
 - iii) Fail to comply with Labour Laws as and when required
- 7.4 The EMD of the unsuccessful bidders will be refunded after the finalization of the tender or before the expiry of period of validity of bids, whichever is earlier.

8.0 SECURITY DEPOSIT

- 8.1 The Security deposit shall be payable as a guarantee for the satisfactory execution and Performance of the contract.
- 8.2 The successful Bidder 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 into an agreement on stamp paper of Rs.100/- The EMD & SD will remain unchanged even if more than one contractor is selected.
- 8.3 The EMD of the successful bidder will be automatically converted into Security Deposit after entering into the agreement.
- 8.4 The total Security deposit will be held by the company till the successful completion of the contract. The Security deposit will not bear any interest while in the custody of BSNL
- 8.5 The Security deposit is liable to be forfeited either in full or in part, if the successful bidder fails or neglects to perform any of his obligations under the terms and conditions of the tender and the work order placed on the contractor.
- 8.6 The Security Deposit will be released only after the expiry of the duration of the Contract on satisfactory execution & completion of the works.

9.0 SIGNING OF AGREEMENT

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 within a week of submission of security deposit as per clause 8.2 above.

10.0 ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 9 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.

11.0 BID PRICES

- 11.1 The rates quoted should be inclusive of all taxes and transportation of materials but excluding Service Tax.
- 11.2 No revision of rates on escalation of price will be entertained due to any reason after tenders are opened. The successful bidder has to execute the work at the accepted rate only during the entire period of contract.

12.0 CLARIFICATION OF BIDS BY THE COMPANY:

To assist in examination, evaluation & comparison of bids, the Company 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

13.0 The bidder shall under no circumstances sub-contract the work order to other persons and in such circumstances the tender is liable for termination.

14.0 The General Manager, BSNL, Hassan reserves the right to accept or to reject any tender in whole or partly without assigning any reasons thereto and it is not binding to accept the lowest tender.

15.0 METHOD OF EVULATION

15.1 Lowest bidder (L1) will be decided based on the lowest total value, for the description of the work as shown in the rate schedule. Rates quoted shall be realistic and rational. However, GMTD Hassan, keeping in mind the contents at clause 16 is not bound to accept the lowest one if unrealistic. L1 rates are further subjected to negotiation, if felt necessary.

15.2 The committee constituted by General Manager, BSNL Hassan TD will inspect the premises of the bidder with regard to infrastructure and manpower. The bidder shall arrange for inspection by the committee at own cost

15.3 The decision of the General Manager, Hassan Telecom District, Hassan-573201 on all matters relating to acceptance or otherwise will be final.

16.0 AWARD OF CONTRACT:

The General Manager, Hassan TD shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially & financially acceptable and realistic. The General Manager Hassan TD reserves the right to award contract for more than one contractor at the approved rates of L1 in order to expedite the targeted works. In case the work is awarded to two successful bidders, work shall be in the ratio of 70:30 between L1 and L2 bidders

17.0 In case of any dispute/matter arising out of this contract the decision of the General Manager, BSNL, Hassan shall be final and binding.

18.0 Contractor means the successful bidder whose tender has been accepted.

SECTION III

SCOPE OF WORK & SPECIFICATION

19.0 SCOPE OF WORK

Maintenance of Engine Alternators (Fixed/Mobile) of various capacity and make available at Technical/Administrative buildings in Hassan Telecom District comprehensively during the period of contract, including repairs and replacement of any component that is necessary for making the EAs work satisfactorily. Scope of work also includes keeping the EAs in fault free condition and attending to any number of emergency calls during the period of contract apart from periodical servicing of Engine Alternators.

Under the scope of work the contractor should maintain the engines and alternators portion along with the engine start batteries and control panels.

- 19.1 The successful bidder shall be able to repair and maintain periodically all makes of Engine Alternators (Fixed / Mobile) of all capacity specified in the Annexure-XI
- 19.2 During periodical maintenance, Engine Alternators (Fixed / Mobile) which become faulty and require repairs to bring into working condition, such units are to be attended without extra charges but covered under the rate prescribed for periodical maintenance.
- 19.3 The Periodical Service in respect of Engine Alternators (Fixed / Mobile) shall be regularly carried out once in every 3 months. For each Engine Alternator during the period of tender the contractor should attend to the defects immediately on any number of calls from the in charges in the event of any emergency.
- 19.4 The competent authority shall be the concerned DEs/AGMs for issuing of Work orders.
- 19.5 During the period of contract, the contractor should be able to restore the services of Engine Alternator within 48 hours from the time the repair work is taken up.
- 19.6 Required amount of spares should be available with the contractor. On the pretext of spares not available, delay in setting right the EAs is unacceptable.

20.0 SPECIFICATION OF WORK

20.1 PERIODICAL SERVICING OF ENGINE ALTERNATORS (FIXED / MOBILE)

A) DIESEL ENGINES

Some of the salient activities to be performed and invariably be followed during the periodical maintenance are given below.

- 01. Cleaning of the Air filters.
- 02. Checking & adjusting of valve tappet clearance.
- 03. Checking of lube oil filters if necessary.
- 04. Checking of lube engine lubrication system.
- 05. Checking and tightening/replacing of all bolts, nuts, washers, gaskets etc
- 06. Checking of the charging system of the battery.
- 07. Checking of "V" belt and adjusting the tension.
- 08. Checking of flexible rubber coupling.
- 09. Checking of exhaust turbo charger.

10. Checking of fuel injector.
11. Checking fuel efficiency and attending to the defects recording the values in service reports.
12. Arresting leakages of oil/diesel
13. Cleaning of Diesel Tank
14. Cleaning of the breather pipe and refilling the engine oil in the fuel injector pump.
15. Changing lubricating oil after every 250 hours or at least twice in a year
16. Any other work that is necessary to keep E/A in good working condition

B) ALTERNATORS

01. Rewinding of Alternator and replacement of defective components of alternator and control panel including battery charging alternator/dynamo, starting motor.
02. Checking of Lubricating oil, filters, gaskets, turbocharger, radiator, AVMs, couplings, alternator bearings, Rectifier assembly, Resistors, capacitors, AVR etc., and replacement of defective parts.
03. Checking of all the components in the control panel, meters, protection and indication lamps, fuses, cable joints, electrical inter connection etc., and replacement of defective components.
04. Checking and replacement of defective components any component other than mentioned above.
05. Checking of battery condition and battery charging and attending to defects noticed.

20.2 **Materials to be used** : Spares suitable for Engines / Alternators of good quality and genuine materials preferably from the manufacturers or authorized dealers / suppliers should be used while replacing the faulty one.

21.0 Intimation for repair and reconditioning & Time Schedule

- 21.1 Emergency calls during the periodical maintenance shall be responded at site within 24 hours of reporting to the contractor in writing or over phone, or by SMS, FAX which will be further followed by a covering work order in writing by DEs/AGMs on each occasion and set it right to the full satisfaction of the field officer within 48 hours from thereafter. Under extraneous circumstances, the concerned DEs/AGMs may consider extension of time with or without penalty on requisition by the contractor.
- 21.2 The contractor should be in a position to attend the faulty Engine Alternators (Fixed / Mobile) at various stations simultaneously by mobilizing adequate man power so that the Exchanges and Offices in Hassan Telecom District shall not be devoid of Engine Alternators (Fixed / Mobile) environment as required by BSNL Hassan TD.
- 21.2 The contractor shall make adequate arrangement for receiving and processing such intimations sent to him. The Contractor should repair the faulty unit within the specified period of above to the full satisfaction of the field officer. Normally the repair of faulty Engine Alternators (Fixed/Mobile) are to be carried out at site only i.e. exchanges/offices. It will be at the risk and cost of the contractor to carry the units to his/her workshop and reinstall the unit at the work site in case the same could not be repaired at site.

- 21.3 The replaced components should be returned to the respective unit officers. A record of the summary of faults found and details of component attended / replaced shall be maintained in the respective places. A copy of the summary so prepared should be submitted along with the bill in the Proforma – II enclosed.
- 21.4 Only genuine spares should be used for repair of Engine Alternators (Fixed / Mobile).

22.0 Inspection Certificates

After carrying out the repairs, the Engine Alternators (Fixed / Mobile) shall be offered for the inspection / test by the officer in charge without prejudice and the inspection certificate so obtained should be annexed to the bill.

23.0 Sanction of Extension of Time (EOT)

Extension of time for completion of the work will not be given except in exceptional circumstances. The DE/AGM keeping all the facts & circumstances in view & shall grant extension of time with or without penalty, if there are reasonable & sufficient grounds for granting such extension & the reasons for delay are not ascribable to the contractor. However, the delay in completion of the contract will not deprive the General Manager, BSNL, Hassan of his right to recover liquidated damages as above. The decision of the competent authority on period of extension of time or refusal for extension of time shall be final and binding on the contractor.

24.0 PENALTY CLAUSE

- 24.1 The time allowed for repair of Engine Alternators (Fixed / Mobile) and attending break downs during emergency calls already specified shall be strictly adhered to by the contractor and deemed to be most important aspect of the contract. In case delay in attending to emergency calls during periodical maintenance, penalty at the rate of 2% of the Periodical maintenance charges per unit per day from 4th day to 15th day will be imposed. If the delay exceeds 16th day the General Manager, Hassan TD reserves the right to forfeit the respective quarterly bill of the unit.
- 24.2 In case the contractor fails to complete the work within the stipulated period, the GM will have all rights to get the work completed either through other agencies or by any other means at the discretion of the General Manager at the cost and risk of the erring contractor.
- 24.3 Any claim for incomplete works will not be entertained
- 24.4. The decision of General Manager in all the cases is final and binding on the contractor

SECTION – IV

GENERAL CONDITIONS OF CONTRACT

25.0 The general conditions for which the contractor should abide by are,

- 25.1 The quantities mentioned in the tender schedule for each item is only approximate. The contractors shall not have any claim whatsoever over the quantity of work
- 25.2 The General Manager, at the time of award of work under the contract, reserves the right to either decrease or increase the work by 25 % of the Engine Alternators (Fixed / Mobile) as approximately specified in Section XI without any change in the rates or other terms & conditions.
- 25.3 The General Manager, BSNL, Hassan reserves the right to terminate the CONTRACT with out assigning any reason at any time.
- 25.4 The BSNL is not responsible for and shall not pay the loss or damage if any caused to the contractor/contractor's persons/contractor's materials incurred while carrying out the contract.
- 25.6 The contractor shall not assign, sub contract or subject the whole or any part of the works covered by the contract, under any circumstances.

26.0 SUBMISSION OF BILLS AND TERMS OF PAYMENT

QUARTERLY SERVICE BILLS

- 26.1 The quarterly Service bills in respect of working Engine Alternators (Fixed / Mobile) completed in all respects along with service report in the Proforma – I duly certified and passed by concerned officer-in charge shall be submitted Sub Division wise within 15 days of completion of each quarter, however not later than 21 days at any cost.
- 26.2 The Quarterly Service bill duly certified by the Officer In charge along with above documents will be paid after completion of each quarter. IT and other statutory deductions towards taxes as applicable will be recovered from the bill.
- 26.3 75% of the preferred bill duly complying with the above formalities and certification by the concerned officer regarding quality of work, spares utilized and satisfactory working of the Engine Alternators (Fixed / Mobile) will be paid. The balance 25% will be paid after obtaining NOC from the field units about satisfactory service rendered by the contractor on emergency calls and RNP cases during the quarter. IT and other statutory deductions towards taxes as applicable will be recovered from the bill.

27.0 Service TAX

Service Tax at prevailing rate [presently 10.30%] shall be claimed by the contractor with a valid Service Tax Registration number printed on the invoice/bill. The proof of payment of service tax of the previous quarter has to be submitted along with the bill of the current month.

28.0 Penalty for delayed submission of bills:

Bills should be submitted to the officer in charge with in 15 days but not later than 21 days from the date of completion of each quarterly service. The bills submitted beyond the prescribed limit are liable for penalty at the rate of **0.25%** of the amount of the bill for every one-week of delay subject to a maximum of 5% of the amount of the concerned bill. The bills submitted by the contractor after 6 months of the periodical service 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 Head of SSA after detailed investigation and on appeal by the contractor.

29.0 Loss / Damage to the Engine Alternators (Fixed / Mobile)

In case of loss of Engine Alternators (Fixed / Mobile) while in the custody of the contractor, the cost of the Engine Alternators (Fixed / Mobile) as per prevailing BSNL rates will be recovered from the contractor.

30.0 RNP (Repair Not possible) cases

The concerned DE/AGM will inspect the Engine Alternator and battery which are declared by the contractor as irreparable or repair not possible. If DE/AGM, based on the period of service rendered by the unit, condition at the time of reporting and availability of the components in the market, observes that the unit can be repaired, the contractor should undertake the repair. If the contractor, fails to attend, fine of Rs.500/- will be levied on each occasion. The DE/AGM of the concerned section is the final authority to declare whether units are repairable or not. If the number of such Engine Alternator (for which fine is levied) are more than 15, the Security Deposit/EMD of the contractor will be forfeited, and the contractor may likely to be blacklisted for participating in future BSNL tenders if the General Manager of Hassan TD deems necessary.

31.0 Issuance of Notice:

AGM [Plg] shall issue **show cause notice** on receipt of the feedback received from the field units 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, action will be taken vide clause 35 of the contract.

32.0 Termination of contract

- 32.1 Under the following conditions the competent authority may terminate the contract if the contractor,
- a) Fails to carryout periodical Quarterly service
 - b) Fails to respond & repair/reconditioning of the faulty Engine Alternator within the specified period
 - c) Commits breach of any of the terms & conditions of the contract.
 - d) Suspends or abandons the execution of work & the engineer in-charge of the work comes to conclusion that work could not be completed by due date for completion or the contractor had already failed to complete the work by that date.
 - e) Had been given by the concerned officer, notice in writing to rectify/replace any defective work & the contractor fails to comply with the requirement within the specified period.
 - e) Violates RNP clause
- 32.2 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. The Contractor shall be black listed from participation in tenders of BSNL

33.0 FORCE MAJEURE:

- 33.1 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.
- 33.2 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

34.0 ABITRATION:

- 34.1 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.
- 34.2 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.
- 34.3 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.
- 34.4 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.

35.0 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.

36.0 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 Government 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

37.0 The Contractor is fully responsible for taking all possible safety precautions during preparation and actual performance of the works.

38.0 VALIDITY OF THE CONTRACT

38.1 One year from the date of signing of agreement between the company & the contractor. The price once fixed will remain valid for the period of contract. Increase & decrease of taxes /duties will not affect the price during the contract period.

38.2 The period of contract is extendable for a required period as convenient to BSNL Hassan at the same approved rates of tender with the mutual consent of the contractor.

SECTION – V

PROFORMA – I

PROFORMA FOR PERIODICAL SERVICING:

SI No.	Description	
1	Name of the Sub Division	
2	Name of the Exchange.	
3	SI No/Make/Cap/Type of EA unit	
4	Date and Quarter of servicing	
5	Contractors report	
6	JTOs report	

Contractor's signature with seal & date:

JTOs Signature with seal & date:

Counter Signature of SDE with seal & date & remarks

21

Read, Understood & complied with

Signature of the Bidder with date

PROFORMA – II

**SERVICE REPORT PROFORMA FOR REPAIR & RECONDITIONING OF FAULTY ENGINE
ALTERNATORS (FIXED / MOBILE) ON EMERGENCY CALL**

Sl.No	Description	Remarks
1	WO No. & date/Date and time of intimation over phone/SMS/FAX	
2	Name of the Exchange/Sub Division.	
3	Type	
	Make	
	Capacity	
	Year of Manufacture	
	Serial Number.	
4	Defects Noticed	
5	Details of repairs carried out, components replaced	
	Date and time of responding to Emergency calls	
6	Date and time of Completion of the work	
7	Delay in attending the fault [in No. of days/Hours]	

Signature of the Contractor with date & Seal

Certificate

**The above Engine Alternator is working satisfactorily after repairs.
The contractor has returned the defective component mentioned above after replacement**

Signature of JTO with Seal

Counter Signature of SDO/SDE with seal

22

Read, Understood & complied with

Signature of the Bidder with date

SECTION – VI

AGREEMENT [specimen]

This agreement made on this _____(day) of _____(month)_____(Year) between 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-5723201 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 AMC of engine alternators of various capacity as specified in the tender W-5/Tender/AMC/EA/2009-10/ dated 21-08-2009 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.

- 1) The contractor shall, during the period of this contract that is to say from _____ to _____ or 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 laborers employed at his own expenses and other associated works as described in tender documents (annexed to the agreement), 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 and tools, appliances, machines, implements etc., for the proper execution of work within the time prescribed in the bid document.
- 4) It shall be responsibility of the contractor to execute the work to the best satisfaction of the BSNL also within the frame specified in the tender

- 5) The contractor shall abide by the terms & conditions, rules, guidelines, construction practices, 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.
- 6) The General Manager Telecom Hassan reserves the right to cancel the contract at any time without assigning any reason thereof and not liable to pay any compensation on account of that.

“ THIS CONTRACT IS SUBJECT TO JURISDICTION OF COURT AT HASSAN ONLY”

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.

Signature of the Authorized Signatory
for BSNL Hassan with seal

Witness:

1.

2.

SECTION – VII

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender Number _____

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

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
---------------------	------	---------------------

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

SECTION – VIII

P R E – R E C E I P T

I, the undersigned Mr/Mrs/Ms _____ received Rs _____ (Rupees _____ only (in words) from Accounts Officer (Cash), O/o General Manager, BSNL, Hassan, being the refund of the Earnest Money Deposit/Additional Security Deposit made by me/us towards tender for _____.

Place:

Date:

Signature with Stamp
Name & Address

25

Read, Understood & complied with

Signature of the Bidder with date

SECTION – IX

BID FORM

Tender No. W-5/TENDER/ AMC / EA / 2009-10 / dated at Hassan 8-2009

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 Periodical Servicing, repair and reconditioning of all capacity and different make Engine Alternators (Fixed / Mobile) available at various telephone exchanges / administrative offices in Hassan Telecom Dist 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 (Qualifying Bid) 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 _____

Signature of Authorized Signatory _____

In the capacity of _____

Duly authorized to sign the Bid for and on behalf of

Witness _____

Address _____

SECTION – X

BIDDER’S PROFILE

Passport size
photograph of the
bidder/authorized
holding the power
of Attorney

1. Name of the bidder/firm (In Block Letters) _____
(In case of Proprietary/Partnership firms, the tender has to be signed
by Proprietor/Partner only, as the case may be)

2. Address of the firm
.....
.....
.....

3. Telephone No (with STD code)

(Off)..... Res (Fax)..... Mobile No

4. Registration & incorporation particulars of the firm:
a. Proprietorship b. Partnership c. Private Limited d. Public Limited

5. Name of Proprietor /Partners/Directors.....
.....

6. Permanent Account No (PAN) :
7. Service Tax Registration No :
8. EPF No :
9. ESI No :

Attested copies of documents of registration/incorporation, PAN, ST Registration No, EPF and ESI are enclosed.

If exempted from these, necessary proof shall be produced along with bid documents. However, the bidder shall be held solely responsible at later date for failing to produce the certificates applicable in violation and deviation from any of the acts/regulations issued by the state and central governments from time to time and are applicable to the bidder for the type of firm/service that the bidder holding/extending.

Signature of the Bidder with date

10. Infrastructure capabilities (To be briefed with the strength of the staff available)

11. Annual Turnover of the Firm :

12. Experience (Services offered as per the eligibility condition with supporting documents)

Certified that the information given above is true and correct. If any information is found to be false or misleading the tender / contract may be cancelled.

Place:

Date:

Name of the bidder/Authorized signatory
with seal

SECTION – XI

RATE SCHEDULE

Rates Quoted for quarterly comprehensive periodical servicing of Engine Alternators
(Fixed / Mobile)

Sl. No	Description	Approximate Number of units (3)			Comprehensive periodical service Charges per unit per quarter excluding Service TAX	Total Col 4XNos in Col 3
		Type	Capacity	Nos		
1	2				4	5
1	Periodical Service of Engine Alternator including Control Panel once in 3 months	1	5 KVA to 7.5 KVA	35		
		2	10 KVA to 15 KVA	29		
		3	20 KVA to 25 KVA	3		
		4	30 KVA to 35 KVA	11		
		5	40 KVA to 50 KVA	30		
		6	60 KVA to 63 KVA	4		
		7	75 KVA to 100 KVA	7		
		8	125 KVA to 200 KVA	4		
		9	250 KVA	1		
Total				124	XXXXXXXXXXXX	

Total in figures Rs:

Total in words Rs:

Date:

Signature of the Bidder with
name and seal