

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

No. S-13/Tools/2008-2009/ 03

dated at Belgaum, the

17/08/2009

TENDER FOR PURCHASE OF TOOLS AND HARDWARE FOR BELGAUM SSA
FOR THE YEAR 2009-10

TENDER SCHEDULE

1. TENDER FORM No.-----
2. Issued to:-----
3. Particulars of Payment : Rs. 575/- (not refundable) ACG-67 N0-----Dtd -----
DDNo-----Dated-----Name of the Bank-----
4. Time and Date of Issue of Tender Forms : During working hours.
From 19/08/2009 upto 02/09/2009
on all working days.
5. Time and Date upto which Tender will be received :- 1500 hrs. of 02/09/2009
7. Time and Date of Opening :-1530 hrs. of 02/09/2009
8. Venue of opening of Tender:- Chamber of AGM (Plg.), O/o GMT Belgaum,
Main Telephone Exchange Compound, Belgaum.

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

Sub-Divisional Engineer(MM),
O/o G.M. Telecom Belgaum,
Main Telephone Exchange Compd.,
Camp, BELGAUM – 590 001.
Phone No.0831/2433442

Signature of the Tenderer

Page No 1

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No. S-13/Tools/2008-2009/ 03

dated at Belgaum, the 17/08/2009

TENDER NOTICE

On behalf of the Bharat Sanchar Nigam Limited sealed Tenders in the prescribed proforma are invited by the General Manager Telecom District Belgaum for Purchase of Tools and Hardware, for Belgaum SSA for the year 2009-10.

Tender forms can be had from the SDE(MM), O/o G.M. Telecom Belgaum, Main Telephone Exchange Compound, Camp, Belgaum – 590 001, by producing an account payee crossed Demand Draft for Rs.575/- for each of the tenders as above drawn in favour of the “BSNL, GMTD, Belgaum” payable at Belgaum and obtained from any of the Scheduled Bank / Nationalised Bank. The tender form can also be downloaded from the website : www.karnataka.bsnl.co.in. ***If you are downloading tender-form from website, you (except the SSI Units registered with NSIC) 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***

In case of the Small Scale Industrial units registered with NSIC under Single Point Registration Scheme, the tender documents may be issued to eligible bidders free of cost. Before issue of such documents free, the bidder should submit details of their registration with NSIC for the tendered item along with their approved “Monitory Limit”. A copy of the NSIC registration certificate should be enclosed to the Tender-form. Their eligibility as per the terms and conditions of the tender in question shall be examined, and if they meet the conditions stipulated, they shall be issued the documents free. If the value of procurement is more than their Monitory Limit, they are not entitled to free tender document.

Tenders should be accompanied by the EMD of Rs.10,000/- . Tender Forms will be issued on all working days during working hours with effect from 19/08/2009 and last date for issue of form will be 12.30 hours of 02/09/2009. The tenders should be enclosed along with the necessary documents mentioned under the clause ‘DOCUMENTS’ and the Demand draft of the E.M.D. in a sealed cover super scribed with ‘TENDER FOR PURCHASE OF TOOLS AND HARDWARE, for Belgaum SSA for the year 2009-10’ and should be addressed to : Smt. J.R.Nadkarni, Asstt. General Manager (Plg.), O/o GMTD Belgaum, Main Telephone Exchange Compound, Camp, Belgaum– 590 001, so as to reach her on or before the stipulated date.

The sealed Tenders along with proof of payment of **EMD** of Rs.10,000/- (Rupees Ten thousand only) complete in all respect should be inserted in the tender Box provided in the chamber of undersigned or can also be sent by “REGISTERED/SPEED POST” (only) by-name to Smt. J.R.Nadkarni, Asstt. General Manager (Plg.), O/o GMT BSNL Belgaum, Main Telephone Exchange Compound, Camp, Belgaum-590001, so as to reach her on or before 15.00 hrs of 02/09/2009 . The tenders will be received only upto 15.00 hours of 02/09/2009 and will be opened on the same day at 15.30 hours in the presence of those tenderers who wish to be present. If the last date for submission of Tenders and the Tender opening date happens to be the holiday, the teners shall be submitted/opened on the next working day.

Asstt. General Manager(Plg.),
O/o General Manager Telecom,
Main Telephone Exchange Compd.,
Camp, BELGAUM – 590 001.

Signature of the Tenderer

Page No 2

TENDER DOCUMENT

TERMS AND CONDITIONS FOR PURCHASE OF TOOLS AND HARDWARE FOR BELGAUM SSA FOR THE YEAR 2009-10

1. **Eligibility** :- i) The supplier should have KST/CST/VAT Registration.
ii) The supplier should be the authorised dealer of the company.
2. **Earnest Money Deposit** :
 - 2a) The tenderers will have to deposit EMD of Rs.10,000/- in the form of crossed D.D drawn in favour of the Accounts Officer(Cash), BSNL, Belgaum. EMD of the unsuccessful tenderer will be refunded after finalisation of the tender. EMD of the successful tenderer will be adjusted against the security deposit mentioned below and shall be retained for a period of One year from the date of acceptance. No interest will be paid on EMD / SD for the period held by BSNL.
 - 2b) Payment of EMD is exempted for the SSI UNITS and the Guide-lines regarding the Concession to SSI Units are given below :
 - 2c) The EMD will be forfeited if the tenderer withdraws his tender after opening/acceptance.
3. **Security Deposit** :- The EMD of the successful tenderer will be converted into part payment of the security Deposit. In addition to the EMD converted into SD, the successful tenderer will have to deposit an amount equivalent to the amount of EMD towards Security Deposit. Togetherly the total Security Deposit will be Rs.20,000/-. A crossed demand draft drawn in favour of Accounts Officer, BSNL, Belgaum for the balance amount 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 Tender Award letter from the undersigned.
 - 3b) Payment of Security Deposit is exempted for the SSI UNITS and the Guide-lines regarding the Concession to SSI Units are given below :
4. **CONCESSION TO SSI UNITS** ;- The guidelines issued by NSIC regarding concessions for Small Scale Industrial Units registered with NSIC under single point registration scheme were considered by the BSNL (Corporate Office) and it has been decided that these Units may be allowed the following concessions :
 - i) **Exemption from payment of Bid Security Deposit** : The SSI units registered with NSIC shall be given exemption from payment of Bid Security, on production of the 'Registration Certificate', to the extent of their approved 'Monitory Limit'.
 - ii) **Exemption from payment of Performance Security Deposit** : The SSI Units registered with NSIC may be given exemption from payment of Performance Security Deposit, on production of the 'Registration Certificate', for an amount upto their approved 'Monitory Limit' for which the unit is registered. If the 'Monitory Limit' of a SSI unit is classified as "without limit" by NSIC, then the maximum amount of 'Monitory Limit' for which such SSI unit will be entitled to get advantage of concession admissible to it, shall be limited to 50 lakhs only.
5. **Rates** :- The rates must be quoted for all the items given in the enclosed 'Annexure-I' and the rates shall be exclusive of all taxes and its surcharge if any, and inclusive of cost of packing, freight, insurance loading, unloading etc . The details of taxes such as Sales Tax and Excise duty (if any) should be shown separately. The undersigned reserves the right to deduct all Govt.statutory levies and taxes (such as Income Tax etc.) as applicable from time to time while making payment. It may please be noted that, quoting rates for all the items given in the enclosed 'Annexure-I' is mandatory , failing which, the tender shall be treated as an 'Incomplete Tender and the same shall not be considered for Evaluation Purpose.

6. The undersigned reserves the right to place order in part or in full. The items should be delivered to the consignee mentioned in the supply order at the supplier's cost (anywhere in Belgaum SSA).
7. Payment of Bills will be made after complete supply of the concerned Purchase Order by the tenderer. A certificate to that effect from the Consignee should be furnished on the bill. Proof of payment of Excise duty should be invariably enclosed to the Bill, or otherwise, the bill cannot be passed for payment.
8. The Tools and hardware shall be guaranteed for One year from the date of supply.
9. The quantity mentioned in the schedule is approximate and liable for variation. The successful tenderer is bound to supply additional orders to the extent 25% in normal case and upto 50% in case of emergency, if any, at the same approved rates by this office during the validity period of the tender..
10. The G.M.Telecom Belgaum reserves the right to accept, reject or partly accept any quotation or reject all quotations without assigning any reasons at any stage of tender.
11. All bills for the supply of materials should be submitted in triplicate. Proof of payment of Excise duty (if any) should be invariably enclosed to the Bill, or otherwise, the amount towards 'Excise duty' cannot be paid.
12. Purchase order would be placed only after execution of the Agreement and on the payment of the Security Deposit as stated above.
13. The supplier shall take all precautions for safe delivery of the items. Risk in transit will be borne by the supplier.

14. PENALTY CLAUSE :-

14.a) The items should be supplied within 20 days of the issue of Purchase Order. for delay in supply i.e beyond 20 days, the liquidated damages at the rate of Rs.100/- per day of delay / per P.O. shall be levied for a further period of Ten days. Beyond 10 days of delay, the purchaser is entitled to either reject the materials supplied and forfeit the EMD/SD and termination of the tender/black-listing the tenderer, or accept the materials duly recovering the L.D. charges at the rate of Rs.100/- per day of delay / per P.O. The quantum of L.D. Charges calculated by the purchaser shall be final and not challengable by the supplier.

14.b) If the items supplied are not confirming to the specifications of the tender, the EMD/SD of the contractor will be forfeited to BSNL for supply of sub-standard materials, and his tender will be terminated and his name will be black-listed in BSNL..

15. In the event of the tender being submitted by the firm it must be signed by the authorised signatory such as Manager, Agent etc. affixing his signature. Letter of authorisation should be enclosed to the tender.
16. Except otherwise specified in the terms and conditions all disputes be referred to the C.G.M. Telecom Bangalore whose decision is final and binding on both the parties.
17. Validity of the tender is One year from the date of final acceptance and the price approved should remain firm and valid for any work order which the BSNL may place within a period of One year from the date of acceptance of the tender and until its complete execution. No variation in price will be allowed within this period for whatever reason.

18. The successful tenderer has to enter into an agreement with the BSNL in non-judicial stamp paper of Rs.50/- (Rupees fifty only) as per prescribed form at Annexure III of Tender Documents. The agreement is required to the effect that the Tenderer (supplier) and the BSNL are bound by the Terms and Conditions in the agreement which in turn will be the same terms and Conditions as mentioned in the Tender Document.
19. The above items to be supplied by the Tenderer should be from a standard company / firm with reputed brand name fully adhering to the specification mentioned at Annexure I of this Document. The sample of the items should be made available as and when required.
20. The supplier would certify and affix his signature with seal on each and every page of the tender document and return it along with his tender offer as a token of his acceptance of each of the condition specified on each page of tender document
21. Detail Specifications for the Tools and Hardware are given in the enclosed 'ANNEXURE -I' and the rates should be quoted in the enclosed tender Form at 'ANNEXURE-I' itself..
22. Guarantee of the Tools and Hardware shall be One year from the date of supply.

23. ARBITRATION :-

23.A) In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to the matter the decision of which is specifically provided under this agreement, the same shall be referred to the sole arbitrator of the Chief General Manager Telecom, Karnataka Telecom 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.

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

24. **Evaluation** :- The rate and quantity for a single item **inclusive of all charges applicable (such as cost of packing, freight, insurance loading, unloading etc) and also inclusive of all other taxes except Excise duties** shall be multiplied and total amount for all items together shall be compared to arrive at the lowest tender

25. FORCE MAJEURE

25.1 : If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons 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 (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 30 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 any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

25.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or a portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

26. **AMENDMENT** :- In case of Amendment if any, the same will be published on the website : www.karnatak.bsnl.co.in, and the same shall be binding on the tenderer/tender conditions. It is the responsibility of the tenderer to check the website before submitting the tender.

27. **APPEAL** :- No Appeal against the decision of the Competent Authority will be entertained on the matters covered or not covered in the tender.

28. **DOCUMENTS** :-

- i) KST/CST Registration Certificate should be enclosed along with the tender.
- ii) Copy of Latest Income Tax clearance certificate & Pan Card.
- iii) NSIC Registration certificate in case of SSI Unit claiming concession.
- iv) Authorisation letter in case of tenderer being a partnership firm/Limited company.
- v) Document in proof of the claim that, the supplier is the Authorised Dealer of Reputed Company to sell the Tools.
- vi) The Tenderer(s) should give a certificate to the effect that none of his\her such relative is working in the units of BSNL as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person. The Tender work will be cancelled and Earnest Money / Security Deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

Asstt. General Manager(Plg.)
O/O The G.M.Telecom Belgaum-590001.

ANNEXURE - I

**TENDER FORM FOR PURCHASE OF TOOLS AND HARDWARE FOR BELGAUM SSA
FOR THE YEAR 2009-10**

From,

To,
The A.G.M.(Plg.),
O/O The G.M. Telecom, Belgaum.

Dear Sir/Madam,

With reference to your Tender Notice No. S-13/Tools/08-09/ 3 dtd. 17/08/2009. I hereby tender my rates as follows :

Sl. No.	Name of the item	Quantity (In Nos.) Apprx.	Rate Per Unit Price Quoted Inclusive of all but Exclusive of taxes (In Rs.)	Sales tax (KST / CST / VAT) %	Rate Per Unit Inclusive of all charges & Sales Tax except Excise duty (if any) (In Rs.)	Excise duty (if any) %
1.	2.	3.	4.	5.	6.	7.
1	Screw Drivers 6" Big. Taparia/Godrej make.	100				
2	Screw Drivers 4" small Taparia/Godrej make.	480				
3	Taparia Philips type (Star) Screw driver 861	480				
4	Cutting Pliers 6" Insulated Taparia/Godrej make	490				
5	Nose Pliers 6" Insulated Taparia/Godrej make	490				
6	Rubber Handgloves Superior Type-1 IS-4770	450				
7	Adjustible Spanner 8" Taparia/Godrej make	440				
8	A.C.Neon Tester -813 Taparia/Godrej make	480				
9	Safety Belts Superior (Nylon)	430				
10	Manila Rope 1/2" tested quality with test certificate.	50 Kg.				
11	UY Connector pliers, Magadh make	150				
12	DP Insertion Tools (Krone make)	520				
13	OCB Insertion Tools	70				
14	Strippers	30				

S. No. The rate and quantity for a single item inclusive of all (cost of packing, freight, insurance loading, unloading etc) and also inclusive of all other taxes except Excise duties only shall be multiplied and total amount for all items together shall be compared to arrive at the lowest tender.

I / We also hereby declare that I / We have gone through all the terms and conditions and specifications mentioned in the tender document and I / We agree to and abide by the same fully. I / We am / are also aware that my / our EMD amount will be forfeited in favour of BSNL if I / We fail to comply with any of the tender conditions mentioned in your Tender document.

Date :

Place :

Signature of the tenderer with Seal

Signature of the Tenderer

Page No 7

ANNEXURE - II

PROFILE OF THE TENDERER TO BE FILLED BY THE TENDERER

1. Full Name of the Tenderer :
(in capital letters)
2. Address :
3. Tele. No. (a) Office :
(b) Residence..... :
(c) Mobile..... :
(d) FAX..... :
4. Is the firm proprietary :
Or partnership or Limited Company.
5. Name / Name of Proprietors / :
Partners etc.
6. KST/CST/VAT Registration No . :
- 7.. Has the firm been black listed by any :
organisation? If so, furnish details of
the same.
9. PAN No..... :

I hereby certify that the above information is true and correct to the best of my knowledge and belief.

Place :

SIGNATURE OF THE TENDERER
WITH SEAL

Date :

Witness : Signature with Name & Seal

Place :

Date :

Signature of the Tenderer

Page No 8

ANNEXURE-III
AGREEMENT

An AGREEMENT made this _____ day of _____ Two Thousand _____ between the BSNL hereinafter called the BSNL (which shall unless excluded by or repugnant to the context, include the successors and the assignees on the part) and _____ having its registered office at) _____

(acting through its constituted Attorney) hereinafter called Supplier which term shall include their heirs, executors, successors and WHEREAS the BSNL is desirous of getting executed certain works namely :

AND WHEREAS the Supplier is ready and willing to execute the said works in accordance with the contract.

NOW THIS AGREEMENT WITNESSED and it is hereby agreed and declared as follows :

1. The Tender Notice No _____ Dated _____, Instructions to tenderers, Conditions of Contract. Construction Specifications, Guide Lines to Contractor Schedule, Letter of Intent No. _____ date _____ (along with its enclosures) annexed hereto 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 internal part of the contract and shall also be deemed to be included in the expression 'Contract' or 'Contract Documents' wherever herein used.
2. In consideration of the payments to be made to the Contractor for the works to be executed by him the contractor hereby covenants with the BSNL that the contractor shall in accordance with the contract documents duly provide execute and complete the said work of _____ and shall perform all other acts, deeds, matters and things in the contract mentioned or described or which are to be implied therefrom or may be 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 stipulation mentioned in the contract and at the rates approved vide this office tender acceptance letter No. _____ dtd _____.
3. All the terms and conditions stipulated in this office Tender Document No. _____ dtd _____ form a part of this agreement and may be adhered to strictly.

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

Signed by/on behalf of the
Successful Tenderer.