



BHARAT SANCHAR NIGAM LIMITED,

(A Government of India Enterprise)

O/o the General Manager Telecom District,

Balasore-756001.

TENDER DOCUMENT FOR REPAIRING OF EPBT IN ZONE-II

IN BALASORE SSA

**S-31/13-14/3 Dated at Balasore the 26.11.2013.**

**Price-Rs.105/-**

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprises)

O/o the GMTD, Balasore-756001

Letter No: S-31/13-14/3 Dated at Balasore the 26.11.2013.

NOTICE INVITING TENDER

Sealed tenders are invited by the General Manager Telecom District on behalf of the CMD, BSNL, from bonafied and experienced contractors for carrying out the repair of EPBT in Zone-II under Balasore Telecom District.

Areas under Zone-II: SDO (T), Soro, SDO (T), Bhadrak, SDO Phones, Bhadrak & SDO (T), Chandbali.

 The Tender paper can be had from SDE (Planning) of this office on payment of Rs.105/- (Rs.100/- + 5% VAT) (Rupees hundred five) only in shape of Demand draft in favour of the A.O. (Cash), O/o the GMTD, BSNL, Balasore payable at Balasore by submitting the experience certificate for the last two years for an amount of minimum Rs.30,000/- towards repair of EPBT issued by an officer of BSNL/MTNL/Other PSUs not below the rank of DGM / TDM or equivalent rank along with an application in plain paper for purchase of tender paper.

Sale of Tender paper: - From 02.12.2013 to 17.12.2013 between 15.30 Hrs. to 17.30 Hrs. on all working days.

Last date of submission of completed Bid document: - Up to 13.30 Hrs. of 18.12.2013.

Date of opening: - At 15.30 of 18.12.2013.

The details of Tender paper are available in the Balasore page of website: [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in).

|  |  |  |  |
| --- | --- | --- | --- |
| Zone | Name of the work | Approximate cost of work | EMD |
| II | Repair of EPBT, Plan Instruments and CLI instrument | Rs.60,000/- | Rs.1,200/- |

Submission of Tender:

1. The Tenders completed in all respect shall be addressed to the AGM (HR & Admn), O/o the GMTD, BSNL, Balasore and will be dropped into the Tender box available in his chamber or to be received by Registered Post on or before 13.30 hrs. of 18.12.2013. The envelope shall be super scribed as “TENDER FOR REPAIR OF EPBT FOR ZONE NO-II”. The Tender received after the due date and time will summarily be rejected**.**

2. The tender paper can be downloaded from the website. A D.D. of Rs.105/- (non refundable) in favour of the AO (Cash), O/o the GMTD, BSNL, Balasore payable at any scheduled bank at Balasore towards the cost of the tender paper must be enclosed inside the envelope containing the Bid Security; otherwise the tender will not be taken into consideration. *The GMTD, BSNL, Balasore will also not be responsible for any alteration/omission in the contents of the tender document either while uploading on the website or otherwise.*

3. The E.M.D. shall be in the form of A/c payee Bank Draft drawn in favour of the Accounts Officer (Cash), O/o the G.M.T.D., BSNL, Balasore payable at any Scheduled Bank at Balasore. EMD to be refunded after finalisation of tender and receipt of PBG in case of successful bidders.

4. The Tender which is not accompanied by the requisite EMD shall summarily be rejected.

5. The undersigned reserves the right to reject or cancel or postpone any or all the tenders without assigning any reason what so ever and is not bound to accept the lowest tender. In case the last date of dropping falls on a holiday, the next working day will be treated as last date.

 **Sd/-**

 **General Manager Telecom District BSNL, Balasore-751001**

**TERMS AND CONDITIONS FOR REPAIRING OF PUSH BUTTON TELEPHONE**

**INSTRUMENT IN BALASORE TELECOM DISTRICT**

**(A)**

**01. SCOPE OF TENDER.**

The work relates to repairing of Push Button Telephone Instruments, plan 101 (1+1) instruments and CLI instruments in Balasore Telecom District. The work against the above will be executed under overall control of General Manager Telecom District, Balasore.

**02.** **AREA OF OPERATION.**

Areas under Zone-II: SDO (T), Soro, SDO (T), Bhadrak, SDO Phones, Bhadrak & SDO (T), Chandbali.

**The GMTD Balasore reserves the right to distribute the repair work amongst one or more contractors at the approved rate and on uniform terms and conditions.**

**03. ELIGIBILITY OF THE TENDERER**

Bonafide and experienced contractor having successfully carrying out repairing job in any Telecom District of Odisha Telecom Circle during the last two years (11-12 & 12-13). Experience Certificate should be obtained from an officer not bellow the rank of DGM/TDM or equivalent rank with proof of billed amount of minimum Rs.30,000/-(Thirty thousand)

**04. SALE OF TENDER PAPER.**

 Tender paper can be obtained from SDE (Planning) Office of the General Manager Telecom District, Balasore on all working days from 02.12.2013 to 17.12.2013 between 15.30 hrs. to 17.30 hrs. on production of the following document.

1. An application for tender paper in plain paper.
2. Copy of experience certificate.
3. Rs. 105/- in shape of A/c payee Bank Draft drawn in favour of Accounts Officer (Cash), O/o the G.M.T.D., BSNL, Balasore payable at any scheduled Bank at Balasore.

**05 SUBMISSION OF TENDER PAPER.**

 The completed Tender paper supported with all the documents as per **clause (B)** of the Tender in a properly sealed cover addressed to the AGM (HR & Admn), O/o the GMTD, BSNL, Balasore super scribed in capital letters as **“TENDER FOR REPAIR OF EPBT FOR ZONE NO.-II”** should be dropped into the Tender box available in the chamber of the AGM (HR & Admn), O/o the GMTD, BSNL, Balasore or to be received by Registered Post on or before 13.30 hrs. of 18.12.2013 & will be opened on the same day at 15.30 hrs.

**06. (a) E.M.D.**

The E.M.D. shall be in the from of A/c payee Bank Draft drawn in favour of Accounts Officer (Cash), O/o the G.M.T.D., BSNL, Balasore payable at any Scheduled Bank at Balasore. EMD to be refunded after finalisation of tender and receipt of PBG in case of successful bidders.

(b) The Tender which is not accompanied by the requisite EMD shall summarily be rejected.

**07. PERFORMANCE SECURITY:**

|  |  |
| --- | --- |
| **Zone of Balasore SSA** | **AMOUNT OF PERFORMANCE SECURITY REQUIRED** |
| **Zone-2** | **6,000/- (Rupees six thousand) only** |

a. The successful tenderer will have to deposit the performance security as per the respective zone, in the form of Bank Guarantee Valid up to and including 6 months (180 days) after the period of contract from a scheduled Bank and in the performance security Bond form provided as per **Clause ”K”** of this tender. This security will be non-interest bearing for the entire valid period.

b. The contractor at any point of time will not be issued stores costing more than the performance security.

c. The performance security shall be payable to the BSNL as a compensation for any loss resulting from the contractor’s failure to handle properly the material issued to him.

d. The performance security shall be released within a fortnight from the date of payment of the last final bill of the repairing work OR final settlement of faulty EPBT account whichever is later on production of “no dues certificate” from the Engineer-in-charge of the work.

**(B) LIST OF THE DOCUMENTS TO BE SUBMITTED ALONG WITH THE TENDER PAPER**

 The tenderer will have to submit the following documents while submitting the tender paper.

1. EMD in accordance with the tender document.

2. Tender document, in original, duly filled in and signed by tenderer or his authorized representative along with seal (seal in case of firm/company) on each page. All corrections and overwriting must be initialled with date by the tenderer or his authorized representative.

4. Self attested copy of the PAN Card.

5. The registration of the firm in case of firm. Authenticated copy of registered partnership deed in case of partnership firm.

6. Solvency Certificate in original from the banker of the tenderer with bank seal & issue letter no. for Rs. 50,000. The solvency certificate must be from scheduled bank and shall not be older than the date of issue of NIT and there should not be any correction to date of issue.

7. Tenderers profile, duly filled in, as per the tender document

8. Original "Power of Attorney" in case person other than the tenderer has signed the Tender documents.

1. TIN number and up to date VAT clearance certificate.
2. . Certificate for non-participation regarding near relatives of BSNL employee as per Clause-“I” of the tender document.
3. . Copy of the experience certificate for the last two years (11-12 & 12-13) of minimum Rs.30,000/- issued by an officer of BSNL not below the rank of DGM / TDM.

 12. Service Tax Registration Certificate

**(C) OTHER TERMS AND CONDITIONS**.

1. The successful tenderer has to sign on agreement in a non-judicial stamps paper of Rs. 50/- with the GMTD BSNL, Balasore for carrying out the work.
2. The successful tenderer shall furnish performance security of Rs.6,000/- (Six Thousand) in the form of Bank Guaranty in the prescribed format as per **Clause K** of this tender before signing of the agreement and the EMD of the successful tenderer will compulsorily be converted to Performance security.
3. The rates will remain valid for one year from the date of agreement. The GMTD, BSNL, Balasore reserves the right either to extend or reduce the period in the interest of service and administrative grounds.
4. The tenderer shall have to undertake repair of all types of Push Button Telephone instruments including the plan 101 (1+1) instruments & CLI instruments in Balasore Telecom District.
5. The work orders will be issued by SDO/SDE concerned and the bills will be submitted after receipt of the repaired instruments without any delay with properly certified by the SDO concerned under the counter signature of DE concerned.
6. The instrument will be repaired by the tenderer at his premises. Maximum 20 instruments will be given to the tenderer at a time. Next lot of instruments will be given after the previous repaired instruments are returned. Only 90% of payment will be made on the running bills of the tenderer and balance 10% will remain as a security deposit, which will be refunded after a period of 6 months from the date of completion of work.
7. Taxes as specified from time to time by the Govt. will be deducted from the bill.
8. The cost of repair should be inclusive of Taxes, Transportation (to & fro) and replacement of components, if any.

09. The faulty telephone sets received by the tenderer will have to be attended for rectification for all the faults/ including replacement of the faulty components of the telephone set within 15 (Fifteen) days from the date of receipt of the instruments and must be handed over on the 16th day. The security deposit of the tenderer is liable to be forfeited in case he fails to carry out the work after acceptance of the tender along with recovery of all the outstanding telephone instruments, if any for repair.

1. In case of delay in repairing the instruments for each day of delay, deduction at the rate of 0.05% per day from the billed amount will be made. In view of this the bill should contain the date of receipt of the instrument and date of return of the instruments certified by the concerned Sub-Divisional Officer with counter signature of AGM concerned.
2. In case of loss of any instrument from the tenderer or if the tenderer fails to deposit the repaired instruments due to any reason what so ever, the original cost of the instrument will be recovered from the tenderer.
3. The tenderer will give a free warranty of six months after the repair of the faulty instruments. In case of any defect found during the period of warranty, those telephone sets are to be repaired by the contractor at free of cost.
4. The tenderer will affix suitable running Sl. No. / telephone instruments No on the repaired instruments along with his signature, with date and seal inside the body of the instruments before returning the same to the BSNL.
5. The tenderer is not entitled to claim any interest on the E.M.D. and security deposit.
6. No conditional tender will be accepted.
7. In case of any dispute arising out of this tender and interpretation of terms and conditions of the contract, the decision of the GMTD, BSNL, Balasore will be final and legally binding upon the tenderer.
8. The GMTD, BSNL, Balasore reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
9. The GMTD, BSNL, Balasore reserves the right for termination of the contract on following conditions: -

a. If the contractor commits breach of any item of terms and conditions of the contract.

b. If the contractor suspends or abandons the execution of work.

c. If the contractor had been asked to rectify / replace any defective work and he fails to comply with the requirement within the specified period.

**D**. **ARBITRATION:**

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 sole arbitration of the Chief GENERAL MANAGER, Odisha Circle, Bhubaneswar 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 Odisha Circle, Bhubaneswar or by whatever designation such officers may be called. The award of the arbitrator shall be final and binding on the parties.

2.The venue of the arbitration proceeding shall be the O/o the Chief General MANAGER, Odisha Circle, Bhubaneswar or such other places as the arbitrator may decide. The following procedure shall be followed:

2.1 In case parties are unable to reach a settlement by themselves, the dispute should be submitted for arbitration in accordance with contract agreement.

2.2 There should not be a joint submission with the contractor to the sole Arbitrator.

2.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.

2.4 The onus of establishing his claims will be left to the contractor.

2.5 Once a claim has been included in the submission by the contractor, a modification thereof will be opposed.

2.6 The "Points of defence" will be based on actual conditions of the contract.

2.7 Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual.

**(E) SPECIAL CONDITIONS OF CONTRACT:**

1. No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties of BSNL or in the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service without the previous permission of Government of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who hadn't obtained the permission of Government of India as aforesaid before submission of the engagement in the contractor's service as the case may be.

2. As per Govt. of India’s CCS conduct rule-4, no Govt. servant shall in the discharge of his official duties deal with any matter or sanction any contract to any company or for any other person. If any member of his family is employed in that company or firm or under that person or if he or any member of his family is interested in such matter or contract in any other manner and the Govt. servant shall refer every such matter or contract to his superior official. This clause is applicable to all BSNL employees and in view of this, as soon as any BSNL employee becomes aware of the above aspect; his must intimate this to the prescribed authority. For non-executive employees this authority is SSA head/ Circle head/ Chief Engineer/ Chief Architect/ Corporate office under whom he is posted. For executive employees the prescribed authority for this purpose is Circle head/ Chief Engineer/ Chief Architect/ Corporate office under whom he is posted.

3. In the event of the contractor being, adjusted insolvent or going voluntarily into liquidation of having received order or other order under insolvency act made against him or in the event of the ' contractor failing to comply with any of the conditions herein specified. The GMTD, BSNL, BALASORE, shall have the power to terminate the contract without any notice.

4. Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the GMTD, BSNL, BALASORE on behalf of the CMD, BSNL can terminate the contract without compensation to the contractor. However GMTD, BSNL, BALASORE, at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of GMTD, Balasore shall be the final.

**F. LETTER OF AUTHORISATION FOR ATTENDING TENDER OPENING**

Tender Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subject: Authorization for attending tender opening on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date) in the tender of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Following persons are hereby authorized to attend the tender opening for the tender mentioned above on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (tenderer) in order of preference given below.

Order of Preference Name Specimen Signatures

I

II

## **Alternate**

Representative

 Signature of tenderer

 OrOfficer authorized to sign the tender

documents on behalf of the tenderer.

No. 1. Maximum of one representative will be permitted to attend tender opening.

2. Permission for entry to the hall where tenders are opened, may be refused in case authorization as prescribed above is not recovered.

 **G. BHARAT SANCHAR NIGAM LIMITED**

 **(A Govt. of India Enterprise)**

 **O/o the General Manager Telecom District Balasore-756001**

**A G R E E M E N T**

 An agreement is made between\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on this day the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for repairing of push button telephone instruments in Balasore Telecom District.

 Where as in response to the Tender Notice No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ M/S\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has been declared as successful tenderer for repairing of EPBT, Plan (1+1) & CLI instruments in Zone-II in Balasore Telecom District .

 M/S\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ undertakes to carry out the repairing of EPBT, Plan(1+1) & CLI instruments in Zone-II under Balasore Telecom District, however the following Sub-Divisions will be the first priority for a Period of one-year from\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 The Sub-Divisions are SDOT Soro, SDO Phones Bhadrak, SDO Telegraphs Bhadrak and SDO Telegraphs Chandbali.

 M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ further undertakes to abide by the terms and conditions as enumerated in the Tender notice no:

In witness whereof the parties presents have here into 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-

Signed & Delivered on behalf of

 2- the CMD, BSNL, by the GMTD

BALASORE

Witness:

1.

#### **H. QUOTING OF TENDER RATES FOR REPAIRING OF EPBT FOR ZONE NO-II**

Sl. No. Item of Work. Unit Price.

 (in figures) (In words)

01. EPBT Ordinary Repairing

 (Any make and type)

 02. Plan 101(1+1) Repairing

 (per terminal)

 (For any make and Type)

 03. CLI instrument

Signature of Tenderer

 Date

1. **CERTIFICATE FOR NON-PARTICIPATION OF NEAR RELATIVES OF BSNL EMPLOYEE IN THE TENDER**

I……………………………………………………………………Sri……..…………………………………………….………………………S/o-…………………………………………………..……………………At-……………………………………..……………..…….Po-………………………………………..Dist-……………………………………………… hereby certify that none of my relatives as defined in the tender document is/ are employed in BSNL as per details given in the tender documents. In case at any stage it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me.

 Note: The near relatives for this purpose are defined as:

A. Members of a Hindu Undivided family.

B. They are husband and wife.

C. The one is related to the other in the manner as father, mother, son (s) and son’s wife (daughter in law), Daughter (s) and daughter’s Husband (son in law),

Brother (s) & brother’s wife, sister (s) and sister’s husband (Brother in law).

 Signature of the tenderer

Affix passport size photograph duly attested by a gazetted officer

**J. TENDERER'S PROFILE**

**General:**

1. Name of the tenderer /firm\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Name of the person submitting the tender whose Photograph is affixed Shri / Smt.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(In case of Proprietary / Partnership firms, the tender has to be signed by Proprietor / Partner only, as the case may be)

1. Address of the firm/proprietor/Individual

……………………………………………………………………………………………………………………………………………………………………

4. Telegraphic Address....................................................................

5. Tel. No. (with STD code ) (O) .................... (Fax).....................[R],Mob………...

6. Registration & incorporation particulars of the firm :

i) Proprietorship

ii) Partnership

iii) Private Limited.

iv) Public Limited.

(Please attach attested copies of documents of registration / incorporation of your firm with the competent authority as required by business law )

7. Name of Proprietor / Partners/ Directors…………………………………………………………. .........................................................……………………………………………………………………..

8. Tenderers bank, its address and his current account number....................

 …………. …………………………………………………………………………

09. Permanent Income Tax number, Income Tax Circle…………………………..............................

(Please attach a copy of last income tax return)

I/ *We hereby declare that the information furnished above is true and correct.*

Place:

Date*:*

 Signature of tenderer / authorised signatory

 Name of the tenderer

**(K): Performance Security Bond Form**

Whereas ………………………………………………………………….(herein after called “the Contractor”) has been awarded the contract for repair of EPBT and Plan instruments as per tender No:…………………………………………………………………………… know all men by these presents that I/we…………………………………….of………………………………………..having our registered office at…………………………………………………………………..(herein after called “the Contractor”) are bound unto……………………………………………………….(herein called the Department) in the sum of ……………………………………………………….for which payment will and truly to be made of the said Department, the Bank binds itself, its successor and assigns by these presents.

**The conditions of the obligations are**

If the contractor is unable to repair the required numbers of EPBTs. Plan (1+1) & CLI instruments maintaining proper quality as per the detail specification of the Tender No:…………………………………………………………………………..,within the specified date and time of the work order issued to him.

We undertake to pay to the Department up to the above amount upon receipt of its 1st written demand without the Department having to substantiate its demand, provided that in its demand the Department will note that the amount clamed by, it is due to it owing to the occurrence of conditions specifying the occurred conditions.

 This guarantee will remain in force up to and including 180 (One Hundred Eighty) days after the period of contract of validity and any demand in respect there of should reach the Bank not later than the above date.

**Signature of the Bank**

**Signature of the witness**

**Name of the witness**

**Address of the witness**