

BHARAT SANCHAR NIGAM LIMITED

DHANBAD TELECOM DISTRICT DHANBAD

BID DOCUMENT

Tender for Supply of Consumable Items for Diesel Generator installed at different places in Dhanbad SSA.

Cost of Bid Document	:-	Rs 561/- (Rs. Five hundred sixty one only)
Payment Made Vide	:-	
Issued To	:-	
Date of Application for purchase of Tender.	:-	
Date of receipt of application in the office	:-	
Date of issue of Tender documents.	:-	
		SDE (Plg) O/o GMTD, Dhanbad
		(Issuing Authority)
		(county)
TO BE FILLED	IN CA	ASE OF DOWNLOADED DOCUMENTS
Cost of Bid Document	:	Rs 561/- (Rs. Five hundred sixty one only)
(Amount & Bank Draft No.))	
Name & Address	:	
		<u> </u>

Table of Contents

Annexure	Content	Page No
I	Notice Inviting Tender	03
II	General Terms & Conditions	04 - 06
III	Financial BiD	07
IV	Details of DG	08
V	Agreement	09-10
VI	Authorisation for attending bid opening	11
VII	Format for Acceptance of APO	12
VIII	Declaration	13



Annexure – I BHARAT SANCHAR NIGAM LIMITED

(Government of India Enterprises)
Office of The GMTD, Dhanbad - 826001

NOTICE INVITING TENDER

NO: GMTD/DNB/S-25/Supplied/Nortel/17

dated at Dhanbad 11/05/2007

Tender for Supply of Consumable Items for Diesel Generator installed at different places in Dhanbad SSA.

Sealed Tenders are invited by the General Manager Dhanbad Telecom District, DHANBAD for Supply of consumable items for Diesel Engine Alternators of various capacities as mentioned in Annexure-II, in DHANBAD Telecom District, working in different places of DHANBAD SSA from the Original Equipment Manufacturers (OEMs) or Original Equipment Suppliers (OESs) to BSNL. Or the Authorized Service Dealers (ASD) of Engine Alternators such as Kirloskar, Greeves, Cater Pillar etc. Certificates to show that they are OEMs or OESs or ASD should be enclosed along with\ tender documents failing which their tenders will be rejected.

1. Name of the work: "Supply of consumable items for Diesel Generator" installed in DHANBAD SSA

SI. No.	Tender number	Estimated cost of work in Rupees	Cost of Bid Document (Nonrefundable) Rs	Bid Security (EMD) In Rupees
01	GMTD/DNB/S-25/ Supplied/Nortel/15	Rs. 90,000.00 (Rs. ninety thousand) only	Rs. 561	Rs. 2300/-

2. Mode of payment:

Tender document could be purchased by paying cost of bid document cited above, in the form of **DD** drawn in favour of A. O. (Cash), BSNL, o/o the GMTD, **DHANBAD**, payable at Dhanbad. The tender document also can be down loaded from Website www.jharkhand.bsnl.co.in. Downloaded documents should be submitted along with the tender document cost as in NIT and a certificate stating that no corrections are incorporated in the down loaded document. Bid Security (EMD) could be paid in the form of Crossed Demand Draft issued by a Scheduled Bank drawn in favour of "A. O. (Cash), BSNL, o/o the GMTD, DHANBAD" payable at Dhanbad issued by a Scheduled Bank.

3. Tender Document can be obtained from : Divisional Engineer (Planning),

o/o The GMTD, CTO Building, Hirapur, Dhanbad --826001

4. Sale of Tender Documents : Between 11:00 Hrs to 15:00Hrs

from 14/05/2007 to 30/05/2007

(on all working days)

5. Time and last date of submission of Bid : Up to 15.00 Hrs On **31/05/2007**

6. Time of Bid (Tender) Opening : At 15.30 Hrs On **31/05/2007**

The Tender who is not accompanied by the requisite Bid Security (EMD) shall be summarily rejected. Tenders will not be accepted/ received after expiry date and time. The General Manager, BSNL, DHANBAD reserves the right to reject any or all tenders without assigning any reason what so ever.

Divisional Engineer (Planning)
O/o the GMTD, BSNL DHANBAD.

ANNEXURE II

(General Terms & Conditions)

1. SUBMISSION OF TENDERS

- 1.1 Tender should be submitted in the prescribed form which may be obtained in person from the office of the General Manager Telecom District Dhanbad on cash payment of Rs 561/-(Rs 500/- + Rs 61/- Taxes) at the counter of the office of the G .M. Telecom, Dhanbad between 10.00 A.M. to 15.30 P.M. on all working days from 14/05/2007 to 30/05/2007.
- 1.2 The Sealed Tenders superscribed as "TENDER FOR SUPPLY OF CONSUMABLE ITEMS OF DIESEL ENGINE ALTERNATORS" on the cover, should be addressed to D. E. (Plg.), O/o GMTD BSNL, Dhanbad-826001,so as to reach him on or before 1500 hours of 31/05/2007 by any safe post preferably by speed post. Tender can also be sent by hand to be dropped in the tender box kept for the purpose.
- 1.3 Last date for issuing Tender Form 30/05/2007 up to 1700 hrs.
- 1.4 The Sealed Tenders will be opened by DE (Plg.) O/o GMTD Dhanbad or by any Officer authorized by him at 15:30 hours on 31/05/2007, in the presence of such of those tenderers or their representatives who may choose to be present.
- 1.5 The tenderer should have registration certificate under KST/CST/Service Tax.

2. DEPOSITS

- 2.1 Each tender should be accompanied by an EMD of Rs 2500/- (Rupees two thousands five hundred only) in the form of Demand Draft drawn in favour of the ACCOUNTS OFFICER (CASH) B.S.N.L. o/o The GMTD DHANBAD. Tender without EMD will be rejected. The EMD of the successful tenderer will be forfeited if the tender is withdrawn after opening of the tender or fail to execute the agreement as per condition 3.9.
- 2.2 EMD of successful tenderers will be retained with BSNL as Security Deposit during the currency of the tender and EMD of unsuccessful tenderer will be refunded after finalisation of the tender. EMD/SD while in the custody of the BSNL will not carry any interest.
- 2.3 Within Seven days from the receipt of the provisional acceptance letter from this office, in addition to the EMD, the successful tenderer should pay Rs 2500- towards Additional Security Deposit. Additional S D (ASD) can be paid in the form of Demand Draft in favour of Accounts Officer (cash)BSNL o/o GMTD Dhanbad, failing which, his EMD will be forfeited to the BSNL DHANBAD TD. The EMD / SD amount will not attract any interest during contract period.
- 2.4 The SD will be forfeited to the BSNL without prejudice to any other rights in the following circumstances.
 - a). In the event of contractor failing to observe or perform any of the conditions of the work as set out therein.
 - b). In the event of not complying with orders/instructions issued by the BSNL.

3. TERMS AND CONDITIONS

- 3.1 Incomplete and Conditional Tenders will not be accepted.
- 3.2 The tender rates once accepted will be valid for a period of one year from the date of acceptance of the tender.
- 3.3 The Contractor shall under no circumstances sublet the Contract.
- 3.4 The BSNL, is not responsible and shall not pay the loss or damage if any caused to Contractor's persons/materials incurred while carrying out the contract.

- 3.5 The Contractor will be responsible for any loss or damage to the BSNL property during attending the Engine Alternators. Contractor himself has to make good the loss at his cost.
- In case of any dispute/matter arising out of this contract, the matter will be referred to the sole arbitration of the GMTD Dhanbad or any other persons nominated by him whose decision will be final and binding.
- 3.7 Bill should be prepared SDE section wise. If more than one E/A AMC is completed in a can be submitted but all Service Reports should be enclosed. The Pre-Receipted bill in triplicate along with Service Report(s) and the certificate regarding the satisfactory completion of the work (given on the bill itself)should be submitted within fifteen days after completion of work to the concerned S.D.O./S.D.E. for effecting the payment. The last and final bill should be submitted for payment within One month of the expiry of the tender-contract. Bills received after One month of the expiry of the tender-contract will not be entertained for payment.
- 3.9 The Successful Tenderer will have to execute an agreement of Contract on stamp paper of Rs. 50/-(Rupees Fifty only).
- 3.10 In case the Contractor fails to meet any of the terms and conditions of this Contract, the GMTD Dhanbad is at liberty to terminate the Contract and forfeit EMD/SD in favour of the BSNL.
- 3.11 The GMTD Dhanbad reserves the right to reject any or all Tenders in full or part without assigning any reasons and it is not binding on him to accept the lowest tender only. More than one tender may be accepted by him.
- 3.12 No BSNL employee can submit the Tender against this Tender notice directly or can associate indirectly with the tenderer.

SI. No.	Consumable Items	Recommended quantity of consumable for Kirloskar / Greaves	
		15 KVA.	7.5 KVA
1	Air Cleaner Element	36	NIL
2	Lub Oil Filter	36	NIL
4	Fuel Filter	72	NIL
5	Lub Oil	2705 Litre	NIL
6	Consumable items Like (Sealing ring, Copper washers, nuts bolts etc)	36 sets	NIL

- 3.14 GMTD Dhanbad authorised representative can reject the claim for any part of work not carried out as per BSNL standards.
- 3.15 Contractors also should intimate the name of persons who are working under him in any capacity or subsequently employed by him and who are near relatives of Gazetted Officers in the BSNL. Contractors who have the near relatives posted as Gazatted Officers or J.A.O./J.T.O. in the Jharkhand Telecom Circle are not permitted to tender against this notice inviting tender. No one connected with or in the employment of the BSNL/DOT shall ever be admitted as a partner of the contractor.
- 3.19 The validity period of this tender will be ONE YEAR from the date of final confirmation of the acceptance of tender.
- 3.20 Service Tax & VAT :The present rates declared by the Government are to be quoted in the tender. Any variations made by the Government in respect of these taxes in future are also applicable for this tender.

4. **DEDUCTION OF TAXES**

The bills of the contractor will be paid after deduction of the statutory taxes as applicable, after certification of satisfactory completion of work by the concerned SDEs/DEs.

5. ARBITRATION

In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to the sole arbitration of the General Manager Telecom, BSNL DHANBAD or by any person appointed by the said officer. The agreement to appoint the arbitrator will be in accordance with the Arbitration and consolation Act-1996.

6) Document:

- 6.1 Documents to be enclosed to the tender document at the time of submission of tender.
 - a) The certificate to show that the tenderer is the original manufacturer or OES or Authorised dealer
 - b) Copy of registration certificate under Service Tax.
 - c) DD for Rs 2300/- in the name of Accounts Officer (Cash) BSNL o/o GMTD DHANBAD.
 - d) Cost of tender document of Rs 561/- in case the tender is down loaded from web site.
 - e) Quantity of consumables to be provided during oil change.
 - f) Income Tax

ANNEXURE III (FINANCIAL BID)

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F	rom	
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To:

DE (Plg.)

o/o GMTD Dhanbad

I/We hereby quote the rates as mentioned below in the following proforma with reference to your Tender Notification No. No. NO: GMTD/DNB/S-25/Supplied/Nortel/15 dated at Dhanbad 27/04/2007 As per the conditions I/We am/are ready to carry out the maintenance of engine alternators & supply consumables/Spares.

A) Rates for Consumables.

SI. No.	Consumable Item Name	Qty	Make & Spec.	Unit / Quantity Rate for which rate to be quoted	Rates per unit qty in figures & words excluding VAT	Rates Of VAT Per unit	Total Rate for Unit qty including VAT in fig & words
01	Air Cleaner						
01	Element 36						
02	Lub Oil Filter	36					
03	Fuel Filter	72					
04	Lub Oil	270 Litre					
05	Consumable items Like (Sealing ring, Copper washers, nuts bolts etc)	36 sets					
	TOTAL						

	I am enclosing DD for Rs	dtd	drawn from the bank
Place:			Signature of the contractor
Date:			Name:
			Telephone No:
			Address:-

Read and understood Signature of the Tenderer with seal

ANNEXURE IV

DETAILS OF DIESEL ENGINE ALTERNATORS.

SI. No.	Capacity of D. G.	Name of the Place
01	15 KVA	Dhanbad Diesel
02	15 KVA	Wasseypur
03	15 KVA	Naya Bazar
04	15 KVA	Caslte Hotel
05	15 KVA	Shramik Chowk
06	15 KVA	Bartand
07	15 KVA	Neelanchal Colony
80	15 KVA	Baramasia
09	15 KVA	J. C. Mallick
10	15 KVA	CMPF,
11	15 KVA	Ganpati Niwas
12	15 KVA	Manaitand
13	15 KVA	Kumardhubi
14	15 KVA	Putki
15	15 KVA	Katras More
16	15 KVA	Jodadih More
17	15 KVA	Bata More, Jharia
18	15 KVA	Karkendra
19	15 KVA	Bhaga
20	15 KVA	Govindpur town
21	15 KVA	Main Road, Phusero
22	15 KVA	Bari Co-operative Colony
23	15 KVA	Bhuli
24	15 KVA	Shushila apartment
25	15 KVA	Chasnala More
26	15 KVA	Chas Bazar
27	15 KVA	Lohapatti
28	15 KVA	Tupkadih TE
29	15 KVA	Kashmar TE
30	15 KVA	City Centre, Near Petrol Pump
31	15 KVA	Co-operative colony
32	15 KVA	Midpoint Chas
33	15 KVA	Sector – 4F
34	15 KVA	Bhojudih TE
35	15 KVA	Sector -09
36	15 KVA	Chandra Talkies Chas

ANNEXURE V

<u>AGREEMENT</u>

THIS AGREEME	NT made tl	hisday	of	Two the	ousand se	ven between
the General Ma	anager Tele	ecommunications, DHAI	NBAD Tele	com District, h	nereinafter	called "The
Nigam" (which	expression	shall unless excluded	by or rep	ugnant to the	context,	includes his
successors	and	assignees)	on	the	one	part,
and					a sol	le proprietary
firm/a partnership	p firm/ a co	ompany incorporated ur	nder the In-	dian Companie	es Act and	d having its
registered office	at	herei	nafter called	d the "Contrac	ctor" (whic	h expression
shall unless excl	uded by or	repugnant to the conte	ext, include	its successors	and assig	nees) on the
OTHER PART.		-				

WHEREAS THE NIGAM is desirous of appointing the said contractor for the work of Supply of consumable items for Diesel Generator installed in different placed under DHANBAD SSA, Jharkhand Telecom Circle of BSNL, DHANBAD as per the instruction(s) of authority for DHANBAD SSA within the jurisdiction of DHANBAD Telecom District, DHANBAD and commencing from the date of final acceptance of tender.

AND WHEREAS the said contractor has agreed to undertake the said work in accordance with the Contract.

Now this AGREEMENT witnessed and it is hereby agreed and declared as follows:

- 2. In consideration of the payments to be made to the contractor for the works and/or supply 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(s) 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 work(s) and at the time and in the manner and subject to the terms, conditions and stipulations mentioned in the contract.
- 3. In consideration of the due provisions, executions and completions of the said works, the BSNL hereby agrees with the contractor that the Nigam will pay to the contractor the respective amounts for the work/supply done by the contractor and such other sums as may become payable to the contractor under the provisions of the contract.
- 4. Not withstanding any other clause or provision in any of the conditions of contract, specifications, guidelines to the contractor, schedule, letter of intent, tender document(s), tender notice, etc. in case of contradiction between the terms of initial offer and this Agreement, the latter shall prevail.
- 5. Force de Majeure:

Read and understood Signature of the Tenderer with seal If at any time during the continuance of this contract, the performance in whole or part by either or any party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, acts of public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lock out or acts of God (herein after called the "eventuality") 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 eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and the work under the contract shall be resumed as soon as practicable after such eventually has come to an end or cease to exist and the decision of the Department as to whether the work/works has/have been so resumed or not shall be final and conclusive.

- 6. The contractor is agreed to abide by the time schedule for performance of contract work(s) and completion of said work(s) as stated above as per conditions of the BD or otherwise.
- 7. And it is agreed that if the above said time schedule is not adhered to by the contractor, the G.M.T. DHANBAD, representing the Nigam and the Nigam, is at liberty to terminate the contract without any further notice to the contractor and the contractor is not liable to be paid any compensation for any loss etc arising out of such termination of the contract and such termination will be in addition to the liquidation damages if any, that could be claimed from the contractor, as per the other conditions of the contract.

In witness thereof the parties hereunto have executed these presents on the day and year herein above written.

For and on behalf of M/s	For and on behalf of Bharat Sanchar Nigam Ltd., DHANBAD Telecom, DHANBAD.
Signed in the presence of	555 Tolocolli, 5157.5.
1	
(Name in Block Letters & Signature Designation/Occupation & address)	
2	
(Name in Block Letters & Signature Designation/Occupation & address)	
Place:	

Date:

ANNEXURE VI

AUTHORISATION FOR ATTENDING BID OPENING

To,			
Divisional Engineer (Plg) Office of the General Manag CTO Bldg, Hirapur, Dhanbac	•		
Subject: Authorisation for attendi	ing bid(s) opening.		
<u>Reference</u>			
		red to attend the bid opening for the ten (Bidder) in the order of preference gi	
Order of Preference	Name	Specimen Signatures	
1 st 2 nd			
Signature of Bidder			

- Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
 - 2. Permission for entry to the hall and/or place where bid(s) be opened, may be refused in case authorization as prescribed above is not received and/or be refused due to security reason(s).

ANNEXURE VII

FORMAT FOR ACCEPTANCE OF ADVANCE PURCHASE ORDER

From,
To,
Subject:
Reference Dear sir,
We acknowledge the receipt of the Advance Purchase Order under reference above.
We accept the Advance Purchase Order and terms and conditions as mentioned in the Bio Document(s) therein unconditionally.
Yours faithfully,
Signature (Name in Block Letters) Signed as:
STAMP/ SEAL

ANNEXURE VIII

DECLARATION

(Declaration in respect of down-loading/coping of Bid Document(s) [BD])

Place:	Name: Designation: Organisation: Address: Telephone No:
I/we also undertake to compensate the company in whatever manner the company thinks fit and right in the event the company is made to suffer any loss an account of such lapses as the case may be.	
In the event any variations be noticed in the tender document(s) copied and/or downloaded by me/us from the website as stated above and the actual document available on the website and an approved specimen copy available in the office of BSNL, DHANBAD as the case may be; I/we shall be held entirely responsible for the said lapses apart from suffering any punishment for such lapses as the case may be.	
I /We declared that the copy of the tender document copied and/or downloaded by me/us corresponds to the document available on the website in all respects and in every detail and particulars. Conversely, I/we expressly say that there is no variation of whatsoever nature in the tender document(s) copied by me/us from the website as stated above.	
• • • • • • • • • • • • • • • • • • • •	on), have downloaded the tender document(s) Tender No.: m the website of the BSNL hereinafter called Company on the

Note :- In case of authorized signatory the authorization letter on letter head of the firm must accompany.