

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprises)



NOTICE INVITING TENDER

Tender No MM-TVM/Tender/Repair of EPBT /2009-2010/4 dtd at
Trivandrum-1 the 20/02/2010.

2009 - 2010

OFFICE OF THE
PRINCIPAL
GENERAL MANAGER
TELECOM DISTRICT
BSNL BHAVAN, UPPALAM ROAD,
THIRUVANANTHAPURAM-695001

Signature of tenderer



Bharat Sanchar Nigam Ltd
(A Govt. of India Enterprise)
O/o Principal General Manager
Telecom District, BSNL BHAVAN, UPPALAM ROAD, Tvm-1.
(Tele. No. 2470011 & Fax No. 2579011)

Tender No.MM-TVM/Tender/Repair of EPBT /2009-2010/4 dated at Trivandrum - 1 the
20/02/2010.
NIT No.09

On behalf of the CHAIRMAN AND MANAGING DIRECTOR, BSNL, sealed tenders are invited from experienced workshop owners/authorized dealers/manufactures of Electronic Push button Telephones for the repair of Electronic Push Button Telephones of various make available in Thiruvananthapuram SSA.

EMD	:	Rs. 7500/-
Last Date for issue of Tender Document	:	25/03/2010 16.00 Hrs.
Last Date for submission of Tender Document	:	26/03/2010 14.00 Hrs.
Opening Date and Time	:	26/03/2010 15.00 Hrs.

The tender document may be obtained from the Sub Divisional Engineer (MM-II), Office of the Principal General Manager, Telecom District, BSNL Bhavan, Uppalam Road, Thiruvananthapuram 695001 on all working days between 10.00 and 16.00 Hrs up to 25/03/2010. Cost of the tender form is Rs. 520/- (including VAT 4% + Cess 1%) which is to be remitted at the Cash Counter at the Office of the Principal General Manager Telecom District, BSNL Bhavan, Trivandrum -1 and receipt obtained from the Accounts Officer (Cash), BSNL or by a DD for the same amount, from any of the Nationalised/Scheduled banks payable at Trivandrum, drawn in favour of the Accounts Officer (Cash), BSNL, O/o PGMTD, Thiruvananthapuram -1. The tender document will also be sent by registered post on request, if made one week ahead of closure date, on payment of Rs 520/-+Rs 50/- in the form of Demand Draft drawn in favour of Accounts Officer (Cash), BSNL, O/o PGMTD, Thiruvananthapuram - 1.

The complete Tender Form can be downloaded from the website www.keralatelecom.com. Those who used downloaded application for participating in the Tender should remit Rs. 520/- (including VAT 4% & cess 1%) as the cost of the tender form. DD for the same amount, from any of the Nationalised/Scheduled banks payable at Thiruvananthapuram, drawn in favour of the Accounts Officer (Cash), BSNL, O/o PGMTD, Thiruvananthapuram-1 should be attached with the tender to be submitted.

Fee for Tender document is neither transferable nor refundable.

Assistant General Manager (MM)
For Principal General Manager Telecom,
Thiruvananthapuram.

Signature of tenderer



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprises)
OFFICE OF THE PRINCIPAL GENERAL MANAGER
TELECOM DISTRICT, BSNL BHAVAN, UPPALAM ROAD, TVM-1

No. MM-TVM/Tender/ Repair of EPBT / 2009-2010/ 4 dtd at Trivandrum -1 the 20 /02/2010

INSTRUCTION FOR THE SUBMISSION OF TENDERS

Sealed Competitive tenders are invited on behalf of the Chairman & Managing Director, BSNL, by the Principal General Manager Telecom District, Thiruvananthapuram from experienced workshop owners/authorized dealers/manufactures of Electronic Push button Telephones for the repair of Electronic Push button telephones of various make available in Thiruvananthapuram SSA, subject to the following terms and conditions. The total approximate number of instruments that may become available for repair during the contract period is 60000, which may vary ± 25 %.

Specification, Terms & Conditions

1. The Tenderer has to go to the sub divisions of the selected zones and repair faulty instruments on the spot (as is where is basis).
2. Tender schedule is for repairing electronic push button telephone instruments (including 1+1 EPBTs) at the same rate in various Sub Divisional areas of Thiruvananthapuram SSA for a period of one year.
3. The quantity mentioned above is only approximate and is likely to be increased / decreased during the contract period.
4. Individuals, Workshop owner, manufactures, and dealers who have capability to undertake telephone repair works with 2 years experience certificate issued by DET of BSNL is eligible to participate in the Tender.
5. The tenderer can quote **more than one zone on submission of separate tender form** out of the 5 zones detailed in the Annexure-F.
6. **If the performance of a tenderer is not satisfactory, the concerned unit officer should intimate the fact in writing to the tenderer. Even after this intimation if there is no improvement in the performance of the tenderer his agreement is liable to be cancelled followed by the forfeiture of EMD/SD, and black listing for participating in any of the tender floated by the SSA for a period of one year.**
7. The validity of the contract shall be ONE YEAR from the date of execution of the Agreement.
8. The rate quoted should be on per piece basis applicable to both ordinary and 1+1 instruments. The rate quoted includes the cost of spares, charge for conformal coating, conveyance of the tenderer to the sub divisions.
9. The repaired instruments should have a **GUARANTEE of SIX months** from the date of repair for which a sticker showing the date of repair should be affixed on the instrument. He has to repair the telephone free of cost within the Guarantee period. The replaced components should be of DOT/TEC type approved. Beyond FOUR time of repair it is to be scrapped by the concerned SDE.

Signature of tenderer

- 9.1. Repair work should be carried out within the working hours of all working days.
10. All the repaired instrument should be provided with conformal coatings for main PCB.
11. The instruments taken for repair should be repaired in full. SDE is the authority to declare the phone to be scrapped. Necessary registers are to be maintained with full details of the repair. DE concerned should also do necessary sample check monthly. DE (vigilance) may also carry out a sample check in repaired instruments in various sub divisions.
- 11.1. Space, necessary test position, worktable and electric point will be arranged by concerned BSNL office.
12. BSNL reserves the right for allotment of sub divisions under each zone to the successful tenderer. Tenderer should have sufficient manpower and testing equipments for repair.
13. **Faulty instruments made over to repair agency should be got repaired within a week time, failing which a penalty of 0.5% of the EPBT cost will be levied per day for the first week subject to a maximum of 5 % for the next week. Thereafter the conditions in clause (6) will apply.**
14. **EARNEST MONEY DEPOSIT:** Each tender shall accompany a Cash Receipt issued by the Accounts Officer (Cash), Bharath Sanchar Nigam Limited, Office of the Principal General Manager Telecom District, BSNL Bhavan, Uppalam Road, TVM-1, for an amount of **Rs. 7500/- (Rupees Seven Thousand and Five Hundred only)** as remittance against EARNEST MONEY DEPOSIT. The amount can also be remitted as Demand draft drawn in favour of Accounts Officer (Cash), BSNL, TVM from any nationalized bank and payable at TVM. Tender submitted without proper EMD will not be entertained.
15. The successful tenderer will have to remit a **balance security of Rs.7500/- (Rupees Seven Thousand and Five Hundred only)** as Cash/Demand Draft/PBG and execute an AGREEMENT in the specified form in a stamp paper of Rs. 50/- (Rupees Fifty only), at his own expense, within 10 days from the date of issue of the communication accepting the tender failing which the EMD will be forfeited. The EMD of the successful tenderer will be converted as SECURITY DEPOSIT.
 - Acceptance of Bank Guarantee
 - i) Bank Guarantee should be sent directly by the issuing bank under Registered Post with A.D.
 - ii) Where the Bank Guarantees are received through the Contractors, the issuing branch should be requested to immediately send by Registered post with A.D., a duplicate copy with a covering letter to compare the same with original Bank Guarantee to confirm that it is in order.
 - iii) Copy of Bank Guarantee in a proper prescribed format only enclosed with the tender document by the tenderer and should be verified verbatim on receipt with the original documents.
16. **Neither the EMD nor the SECURITY DEPOSIT will bear any interest.** The EMD of the unsuccessful tenderers will be refunded only after the finalization of the tender. For this the tenderer will have to submit an advance stamped receipt, which can be submitted along with the tender itself.

Signature of tenderer

17. The Tender Forms can be obtained from the Sub Divisional Engineer (MM-II), 3rd Floor, Office of the Principal General Manager, Telecom District, BSNL Bhavan, Uppalam Road, Tvm-1 during any working day between 10.00 Hours and 16.00 Hours up to 25/03/2010. The tenders should be sent in the prescribed form in sealed covers prominently super scribed as **“TENDER FOR REPAIR OF ELECTRONIC PUSH BUTTON TELEPHONES IN TRIVANDRUM SSA”** and addressed to **Smt.K.Subhadradevi Antherjanam, AGM (MM), 3rd Floor, Office of PGMTD, BSNL Bhavan, Uppalam Road, Statue, Trivandrum- 695001**. The tender should be sent either by Regd AD post or should be deposited in the Tender Box available in the Office. No acknowledgement will be given separately. The undersigned will not be responsible for any tender delivered by any other means or delay due to postal authorities. The slit of the tender box will be closed at 14:00 Hrs on 26/03/2010.
18. Tender documents are also available in Web site www.keralatelecom.com. Tenderer can submit tender by downloading the tender document from web site and the tenderer in such case has to attach a DD for Rs. 520/- (Rupees Five hundred and Twenty only) on any Nationalized/scheduled Bank in favour of Accounts Officer (Cash), BSNL, O/o Principal General Manager Telecom District Tvm towards the cost of Tender form in addition to the EMD prescribed along with the Tender application.
19. Tenders will be received up to 14:00 Hrs on 26/03/2010 and will be opened at 15.00 Hrs on the same day by the undersigned or any other Officer authorized for the purpose, in the presence of those tenderers or their authorized agents who may be present at that time. Any bid which does not satisfy the terms and condition set out in the tender document is liable to be rejected.
20. Tenders should be submitted in SEALED COVERS ONLY. Covers, which are sealed properly with sealing wax /PVC Tape only will be treated as ‘SEALED COVERS’. Covers, which are simply closed with gum or stapled, will not be considered. The slit of the tender box will be closed at 14.00 Hrs on 26/03/2010. No tender brought to this office after 14.00 hrs on 26/03/2010 will be accepted.
21. **The Tender Document will contain the following Documents:**
 1. **Experience Certificate for repairing EPBT with two years experience after 31-12-2001.**
 2. **EMD receipt / Demand Draft.**
 3. **Tender document with Annexure A, Annexure –B, Annexure -C & Annexure E duly filled and signed. The bidder has to sign in each page of the document.**
 4. **PAN Account number copy.**
 5. **Service Tax registration Certificate.**
22. All the bidders should be capable of doing repair work with sufficient manpower and testing equipments in the selected sub divisions of the zone within the stipulated time in ANNEXURE-C with a contact telephone number (BSNL).
23. The Principal General Manager Telecom District, Trivandrum reserves the full right to:
 - a. To accept or reject any or all the tenders without assigning any reason thereof.
 - b. To extend the period of CONTRACT to another three months or till the finalisation of the next tender if found necessary. During such extended period also, the same terms and conditions shall be applicable.
 - c. To engage more than one Contractor for the work or to do the work Departmentally.
24. If the Contractor fails to repair the faulty instruments within the stipulated time the PGMT, Trivandrum reserves the right to entrust the work to any other agency/contractor at the approved rate.

Signature of tenderer

25. i) **Dispute and Arbitration:** In the event of any question, dispute or difference arising under this tender or in connection therewith, except as to matter the decision of which is specifically provided under this tender, the same shall be referred to sole arbitration of Chief General Manager, BSNL, Kerala Circle, TVM-33 or in case of 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 function of the CGMT, BSNL, Kerala Circle, TVM-33 or by what ever designation such officers may be called (hereinafter referred to as the said officer) and if CGMT, Kerala Circle Bharat Sanchar Nigam Limited or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the Chief General Manager BSNL, kerala Circle, TVM-33 or the said officer. The agreement to appoint an Arbitrator will be in accordance with the Arbitration and conciliation Act 1996. There will be no objection to any such appointment that the 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 servants he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his officer or being unable to act for any reason whatsoever, such CGMT Kerala Circle, Bharat Sanchar Nigam Limited TVM-33 or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- ii) The Arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- iii) The venue of the Arbitration proceeding shall be the Office of Chief General Manager, BSNL, Kerala Circle at TVM-33 or such other places as the Arbitrator may decide.
26. **Undertaking (ANNEXURE-E)**
- 26.1. No one connected with or in the employment of BSNL/ Department of Telecom should ever be admitted by the contractor as partner or to any interest in the contract. (Under taking should be signed as per ANNEXURE-E attached and should be submitted)
- 26.2 No official or officer in the employment of BSNL is allowed to work as a contractor. The near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of work in different units of BSNL. The near relatives for the purpose are defined as:
- (a) The member 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) and brother's wife, sisters(s) and sister's husband (brother-in-law).
- 26.3 The Company or firm or any other person is not permitted to tender for works in BSNL unit in which his near relative(s) is (are) posted. The unit is defined as SSA / Circle/ Chief Engineer / Chief Architect / Corporate Office for non-executive employees and all SSA in a Circle including Circle Office / Chief Engineer / Chief Architect / Corporate Office for executive employees.
- 26.4. The tenderer should give a certificate that none of his / her such near relative is working in the units as defined above where he is going to apply for tender in case of proprietorship firm, 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 the Directors of the company.

Signature of tenderer

- 26.5. Any breach of these conditions will result in cancellation of Tender and EMD/SD will be forfeited at any stage whenever it is noticed. BSNL will not pay any damages to the company or firm or concerned person. The company or the firm or the person will also be debarred from further participation in the concerned unit.

27. INDEMNITIES:

- 27.1 The contractor shall at all times hold the Government harmless and indemnify from against all action, suits, proceedings, works, cost, damage, charges claims and demands of every nature and descriptions, brought or procured against the Government its officers and employees, and forthwith upon demand and without protect or demur to pay to the Government any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity of security which the Government may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceedings, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of in anyway connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the Government or pay to the contract documents.
- In addition to contractor shall reimburse the Government or pay to the Government forthwith on demand without protect or demur all cost, charges and expense and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the Government arising out of or incidental to or in connection with the operation covered by the contractor.
- 27.2 The contractor shall at his own cost at the Government's request defend any suit or other proceedings asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the Government.
28. The successful tenderer should have a BSNL telephone at his own name in Trivandrum Telecom District.
29. The rate quoted should include the cost of spare parts required for the repair of the instruments. The Contractor should use only DOT/CACT approved spares for coastal area. Incase it is found that the spares used are of sub-standard quality, the SDE/JTO will be at liberty to ask the Contractor to remove such spares and use standard quality spares. Using substandard spares will be sufficient reason to terminate the CONTRACT. Proof of using such components should be produced to DGM (Planning) or representative if asked for.
30. The tender will remain open for acceptance up to 90 days from the date of opening and the rates quoted shall be firm and valid for a period of ONE YEAR from the date of execution of the AGREEMENT.
31. The Principal General Manager Telecom District, Trivandrum reserves the right to terminate the Contract without giving any notice and to forfeit the SECURITY DEPOSIT in part or full of the Contractor on the following reasons:
- Incise the Contractor fails to carry out the repair/maintenance of the electronic push button telephones during the Contract period.
 - If the repair and maintenance by the Contractor is not found to be satisfactory.
32. RELEASE OF SECURITY DEPOSIT: Security Deposit, unless forfeited to the Company in part or full, will be refunded without interest to the Contractor after SIX months from the date of repair of last telephone instrument done by the Contractor during the contract period / Extended Period and after meeting all the contractual obligations.

Signature of tenderer

33. **PAYMENT OF BILLS:**

- a. The bill should be submitted in duplicate with service report of all the work duly signed by the controlling authority. The service Tax, if any, charged in the bill should be shown separately for labour. The cost of spares for which WCT is to be charged may also be shown separately with necessary invoice details and copies thereof. The total charges should not exceed the accepted rate excluding service tax and cess.
- b. The SDEs/JTOs concerned on receipt of the bills shall forward the same to the office of the AGM (EP) for payment with the following certificate
 - (i) The EPBT repair work have been carried out satisfactorily
 - (ii) The repaired instruments are not under warranty period or with in the guaranty period.
 - (iii) The Contractor will not be eligible to get interest on the amounts due in the pending bills in case the bill(s) is/are pending due to unavoidable reasons.
34. Income Tax/ work contract tax /service tax or any other tax payable as per rule will be deducted from the bill of the contractor.
35. If the last date fixed for receipt and opening of the Tender happens to be a HOLIDAY, the tender will be received on the next working day up to 14.00 Hours and opened at 15.00 Hours on the same day.
36. SET OFF: Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the Company or any other person or persons contracting through Bharath Sanchar Nigam Limited and set off the same against any claim of the Purchaser or Company or such other persons for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with the purchaser of Company or such other persons or persons contracting through Bharath Sanchar Nigam Limited.
37. TENDER EVALUATION: The tenders will be evaluated by a Committee appointed by Principal General Manager Telecom District, BSNL, Trivandrum.
38. Preference will be given to those tenderers who are manufactures or authorized dealers/repairers for Telephone Instruments being supplied to DOT/BSNL.
39. After completion of the evaluation, all the successful tenderers will have to remit the security deposit and execute an agreement in the specified form in a stamped paper of Rs.50/- at his own expense. On execution of the agreement work will be awarded to the bidders for the period of contract as specified in the tender.

For and on behalf of the CHAIRMAN & MANAGING DIRECTOR, BSNL

**K.Subhadradevi Antherjanam,
Assistant General Manager (MM),
O/O Principal General Manager Telecom,
BSNL Bhavan, Uppalam Road,
Thiruvananthapuram-1.**

Signature of tenderer

GUIDE LINES TO THE TENDERERS:

- (a) The Tenderer should have enough Qualified Technicians to complete repair works of the electronic push button telephones available.
- (b) The rate quoted should be applicable for one telephone instrument irrespective of ordinary electronic push button type or 1+1 type.
- (c) The successful tenderer will have to repair all push button telephones that are reported faulty irrespective of its condition, available in the Sub Divisions/ Divisions according to the work order issued from the office of the concerned SDEs/DEs. If any defect in working of the repaired unit is noticed during a period of six months the Contractor will have to rectify such faults at free of cost.
- (d) The instruments should be repaired on the spot, as is where is basis in the concerned Sub Divisional Office or other concerned office at Thiruvananthapuram SSA from time to time, as directed. A certificate in the delivery note should be obtained to the effect that the repairs are carried out satisfactorily from concerned office. Copy of the delivery note should be attached along with the bill for repairing charges. Copy of the work order issued by SDEs / JTOs showing the Make & Sl. No. of the instrument is to be attached with the bill. The Service report duly signed by JTO/SDE showing the Make & Sl. No. of the instrument, fault attended, Date of issue of the instrument; Details of parts replaced should also be enclosed with the bill. Bill should be submitted for full quantity of the work specified in the order and not for any part work.
- (e) The minimum number of instruments that are to be asked to be repaired in a work order will be five normally. However, in special circumstances, the work order may be for less than five numbers, which may also be entertained by the Contractor.
- (f) The Contractor should paste a 'sticker' showing his identity and date of repair of the instrument on the bottom of all the telephone instruments that he has been repaired.
- (g) Rates quoted in the Tender should be legible and no erasure/over writings are allowed.

Signature of tenderer

ANNEXURE A (Preliminary Agreement)

I/ WE agree to execute the “Repairing Electronic Push Button Telephone Instruments (including 1+1 EPBTs) “ in the Exchange areas of Trivandrum SSA on a piece work basis and in accordance with, in all respect, the specifications and instructions contained in the Tender No MM-TVM/Tender/Repair of EPBT/2009-2010/4 dtd 20/02/2010 or as may be given by the PGM TD Trivandrum or his representative from time to time at the rates quoted in the Annexure B for the period of validity of this tender and during the extended period, if any. Should this tender be accepted, I/We agree to abide by and fulfill all the Terms and Conditions as outlined in the attached specification, Terms and Conditions as and when entered into formal agreement with the Government in due course till such time acceptance of this shall be deemed to be the contract.

The sum of Rs. 7500/- (Rupees Seven Thousand and Five Hundred only) remitted by me / us as Earnest Money the full value of which is to be absolutely forfeited to the said BSNL in Office, without prejudice to any other right or remedy of the said BSNL in Office, should I/We withdraw this Tender before final acceptance of the Tender of the successful tenderer in the extent of its acceptance, fail to pay the Security Deposit and or to execute the Agreement within the due date. I/We will not claim interest on this sum while it is in the custody of the PGMT Trivandrum.

I/We also agree that the decision of the PGMT Trivandrum regarding meanings and effects of this Tender shall be final and legally binding on me/us.

The above Tender is hereby accepted by me, on behalf of the B.S.N.L.

Place :

Signature of Tenderer

Date :

Name & Address:

Phone No. :

Signature of Witness with address:

- 1.
- 2.

Signature of tenderer

ANNEXURE B**SCHEDULE OF RATES**

1. Name & Address of the Tenderer :
2. Date of opening of the Tender :
3. Validity of the Tender : 90 days from the date of opening the Tender.
4. Period of the CONTRACT : One year from the date of execution of the Agreement.
5. Particulars of EMD :
6. Name of Zone :
7. Rate quoted for repair of One Electronic Push Button Telephone of any make, Irrespective whether ordinary type or 1+1 type, that may be available in Trivandrum SSA including free maintenance of the unit during the succeeding SIX months, Cost of spares, Coating with Conformal liquid. : Rs. ----- Rupees.....only per one Telephone.
8. Permanent Account No. :
9. Service Tax Registration No. :

CERTIFIED that I have read and understood all the terms and conditions set in the Tender No. MM-TVM/Tender/Repair of EPBT/2009-2010/4 dtd 20/02/2010 and that I agree to abide by all the terms and conditions set therein.

Date :

SIGNATURE OF THE TENDERER
(SEAL)

Note: Rate should be quoted both in figures and words. Any over writing should be signed by the Tenderer.

Signature of tenderer

ANNEXURE C

QUESTIONNAIRE

1. Name & Address of the Tenderer :
(In block letters), Tele. No. Fax No. and
Mobile No.

2. No. of staff for repair job :

3. List of Testing Equipments :
(Such as Tele Tester for testing condenser click,
loop, leak, reversal, ring, transmission/ reception,
pulse/DTMF, long distance testing for high
resistance etc, Digital Multimeter, Soldering iron,
Desoldering pump etc.)

4. Are you doing repair and maintenance :
works of the EPBTs under Rate Contract
basis of any other Telecom District

5. If you are a workshop owner / authorised
Dealer for EPBTs :
 - i) Please give a brief note on your capability :
to carry out the repair work and maintenance
of EPBTs of Telecom Department/BSNL.

 - ii) Authorised manufacturer/dealership of :
 - a)
 - b)
 - c)

NOTE : Please attach the relevant certificate to this effect from the manufacturer.

Date :

SIGNATURE OF THE TENDERER
NAME & ADDRESS

Signature of tenderer

ANNEXURE (D)

AGREEMENT

1. I / We hereby Tender to execute for the Bharath Sanchar Nigam Limited, the work as specified in the specification issued by the AGM (MM), O/O PGMTD, Trivandrum-1 or his representatives from time to time, in consideration of payments being made for the quantity of work executed at the rates specified in the schedule of rates annexed hereto.
2. The BSNL will not supply any tools, vehicle labour or any other facility for the above work and Tenderer will have to execute the work independently with his own tools and manpower.
3. I / We agrees to abide by and fulfill all the terms and conditions on award of Tender.
4. I / We do hereby abide by the condition that I/We shall agree to forfeit the amount of the Earnest Money Deposit to the BSNL if I/We withdraw the Tender before final acceptance of the Tender by Principal General Manager, Telecom Trivandrum or fail to pay security deposit within the stipulated time of intimation of the acceptance of the Tender or to execute the prescribed agreement within the time prescribed for the same or fail to fulfill any of the conditions stipulated in the Tender schedule, without prejudice to any other rights or remedies of the said BSNL or his successor office.
5. I / We will not claim any interest on EMD or the Security Deposit amount while it is in the custody of the BSNL.
6. **Man Power**
 - i) The contractor agrees that this contract is only a “work contract” and not a “labour contract”
 - ii The contractor agrees that no charges are payable by BSNL towards transport of personnel.
7. **Force-majeure**
 - i) 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 shall be prevented or delayed by the reasons beyond control- Force-majeure, neither party shall, by reasons of such events, be entitled to terminate this contract, nor shall either party have any claim for explosion, or epidemics, or quarantine restrictions, or strikes, or lock- outs or acts of GOD.
 - ii) Provided such Force-majeure provisions shall apply only if notice of happening of any such eventuality is given by either party to the other within twenty one days from the date of occurrence thereof, and
 - iii) Provided activities under the contract that were interrupted under the Force-majeure events are received as soon as practicable after such events come to an end or cease to exist, and the decision of the BSNL as to whether the activities have been so resumed or not, shall be final and conclusive, and
 - iv) Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons for any such events for a period exceeding 60 days, either party may at his option terminate the contract.
 - v) Provided also that if the contract is terminated under this clause, the BSNL shall be at liberty to take over from the contractor, at a price to be fixed by the BSNL which shall be final, all unfinished works in the possession to the contractor which the BSNL may elect to retain.

Signature of tenderer

8. I / We also agree that the decision of the Principal General Manager, Telecom Trivandrum regarding meaning and effects of this Tender and agreement or acceptance and evaluation of tender forms and also on the disputes arising out of the execution of the work and settlement of My / Our claims shall be final and legally binding.
9. I / We am / are accepting that the accepted rates will be valid for a period of one year commencing from the date of acceptance of the Tender with the right of the BSNL to have it extended for further period of three months or to a date till the next Tender is finalised to suit the convenience of the BSNL which ever is earlier.
10. The BSNL is entitled to impose any penalty as may be considered appropriate, in case of delayed execution and unsatisfactory performance.
11. The contract on this Tender should not be transferred or sublet to any other agency or individual.
12. In case of any dispute at any stage, the same shall be subject to Arbitration and the decision of the Arbitrator appointed by the CGMT, Kerala Circle, Trivandrum shall be final and binding, such a decision cannot be referred to any Court of law.
13. Using sub-standard spares will be sufficient reason to terminate the CONTRACT. Proof of using such components should be produced to DGM (Planning) or representative if asked for. The instrument should be repaired to the satisfaction of the concerned SDE/SDO. Conformal coating in the print side of the PCB for protecting the instruments from ingress moisture is to be done for all repaired instruments.
14. Principal General Manager Telecom Trivandrum reserves the rights to cancel the contract on this ground without prejudice to the rights enforcing penalty and blacklisting.
15. I/We agree to abide by all the conditions stipulated above and also those conditions given in the Tender schedule. In token of thereof I/We affix my/our signature /s with seal hereunder.

Signed and Delivered
by the Contractor

Signed and Delivered for
and on behalf of BSNL, Trivandrum

In the Prescence of

1. Signature:

Name :
Address :

2. Signature :

Name :
Address :

Signature of tenderer

ANNEXURE – E (UNDER TAKING)

Certificate to be attached with Tender Form

1. Certified that I shall abide by and fulfill all the terms and conditions as out lined in the Tender schedule.
2. Certified that no relatives of me are posted / working in any capacity in Kerala Telecom circle or anywhere in BSNL.

Place :

Signature of the Tenderer :

Date :

Name of the Tenderer :

Signature of tenderer

ANNEXURE-F**List of Zone, Divisions and Sub Division**

Zone	Name of Division	Name of Sub Division
TVM Zone-I	Central	1. Central 2. Vattiyoorkavu 3. Vellayambalam
	North	1. Kesavadasapuram 2. Kumarapuram 3. Ulloor 4. Sreekariam 5. Kariavattom
	East	1. Ambalamukku 2. Paruthippara. 3. Vazhayila 4. Kudappanakunnu
TVM Zone-II	West	1. Chalai 2. Kaithamukku 3. Vanchiyoor 4. Niyamasabha
	South	1. Thirumala 2. Poojappura 3. Nemom 4. Kaimanam
	Manacaud	1. Manacaud 2. Shangumugham 3. Thiruvallom 4. Anayara
Attingal	Attingal	1. Attingal 2. Chirayinkizhu 3. Vakkom
	Kaniyapuram	1. Kaniyapuram 2. Pothencode.
	Varkala	1. Varkala 2. Edava
	Kallambalam	1. Kallambalam 2. Kilimanoor
Neyyattinkara	Neyyattinkara	1. Neyyattinkara 2. Parassala 3. Udiyankulangara
	Kattakkada	1. Kattakkada 2. Vellarada 3. Malayinkizhu
	Vizhinjam	1. Vizhinjam 2. Kanjiramkulam 3. Balaramapuram
Nedumangadu	Nedumangadu	1. Nedumangadu Phones 2. Nedumangadu Telecom 3. Pachapalode
	Aryanadu	1. Aryanadu 2. Vellanadu 3. Vithura.
	Venjaramoodu	1. Kallara 2. Venjaramoodu 3. Kanyakulangara

Signature of tenderer

AGREEMENT

- 1) I/ WE agree to execute the “Repairing Electronic Push Button Telephone Instruments (including 1+1 EPBTs)” in the Exchange areas of Trivandrum SSA namely.....on a piece work basis and in accordance with, in all respect, the specifications and instructions contained in the Tender No MM-TVM/Tender/Repair of EPBT/2009-2010/4 dtd 20/02/2010 or as may be given by the PGM TD Trivandrum or his representative from time to time @ Rs. + Service Tax + cess(for both ordinary and 1+1) for the period of validity of this tender and during the extended period, if any.
- 2) I/We agree to abide by and fulfill all the Terms and Conditions as outlined in the tender document.
- 3) The sum of Rs.15,000/- (Rupees Fifteen Thousand only) remitted by me as Security Deposit the full value of which is to be absolutely forfeited to the said BSNL, without prejudice to any other right or remedy of the said BSNL, I/We fails to comply the conditions mentioned at SI No. (6) of specification, terms & conditions of the tender document. I/We will not claim interest on this sum while it is in the custody of the PGMT, Trivandrum.
- 4) I/We also agree that the decision of the PGMT Trivandrum regarding meanings and effects of this Tender shall be final and legally binding on me/us.

The above Tender is hereby accepted by me, on behalf of the B.S.N.L.

Place :

Signature of Tenderer :

Date :

Name & Address :

Phone No. :

Signature of Witness with address : 1.

2.

Signature of tenderer

From

.....

To

The Assistant General Manager (MM)
 BSNL Bhavan, Uppalam Road,
 Thiruvananthapuram-1.

Sir,

Sub: Refund of EMD Reg.

Ref: Tender for Repair of EPBT No. MM-TVM/Tender/Repair of EPBT/2009-2010/4 dtd.
 20/02/2010.

I/We have submitted tender for Repair of EPBT as per the notification cited above. In case the Company does not accept my/our tender, the EMD remitted by me/us may kindly be returned as soon as possible. An advance stamped receipt for the above is enclosed herewith.

Thanking you.

Yours faithfully,

Signature:
 Name & Address:

Signature of tenderer

PRE-RECEIPT FOR REFUND OF EMD

Received an amount of Rs. 7500/-(Rupees Seven Thousand and Five Hundred only) from Accounts Officer (Cash), BSNL, Office of the Principal General Manager, Telecom District, Thiruvananthapuram towards EMD amount remitted as per Tender Notice No.MM-TVM/Tender/Repair of EPBT/2009-10/4 Dated 20/02/2010.

Signature:

(Affix Revenue stamp here)

Name & Address:

Phone No.:

Note : 1. EMD will be refunded after finalization of Tender.

2. This should be filled at the time of submission of Tender.

Signature of tenderer