



**BHARAT SANCHAR NIGAM LTD.**

1

( A Govt. of India enterprise )

**Office of the Divisional Engineer, Trans. mntce, ETR; CUTTACK.**

**Tender for repairing of faulty transmission testing/measuring instruments.**

**Tender No. DE Trans(m) ETR CK/2011-12/01; Dt.28.06.2011**

**Signature of DE Trans (m), ETR; Cuttack.**

To  
M/S-.....



**BHARAT SANCHAR NIGAM LTD.**

( A Govt. of India enterprise )

Office of the Divisional Engineer, Trans. mntce, ETR;

107, Telephone Bhawan, B. K. Road; CUTTACK-753001

Ph. (O) 0671 -2510750 (R) -2343000 (F) -2510450(M) 9437096555. E-mail: detrck@bsnl.co.in

**TENDER FOR REPAIRING OF operating/TESTING/MEASURING INSTRUMENTS OF  
TRANSMISSION ROUTS & EQUIPMENTS IN ORISSA SUB-REGION, ETR.**

**CONTENTS:-**

<b>ITEM</b>	<b>ANNEXURE</b>	<b>PAGE</b>
01. Notice Inviting Tender, salient conditions.		03-04
02. Instructions to the bidder, salient conditions.	Annexure 'A'	05-09
03. General conditions of contract.	Annexure 'B'	10-12
04. Description of work.	Annexure-C	13
05. Documents to be submitted.	Annexure-D	14
06. Penalty clauses.	Annexure-E	15
07. Letter of submission of bid.	Annexure-F	16
08. Information about bidder.	Annexure-G	17-18
09. Declaration I & II	Annexure- H	19
10. Financial bid format.	Annexure-I	20-21
11. Specimen Proforma of Bank Guarantee	Annexure J	22-23
12. Specimen Proforma of agreement	Annexure-K	24-26

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**TENDER FOR REPAIRING OF OPERATING/TESTING/MEASURING INSTRUMENTS OF  
TRANSMISSION EQUIPMENTS IN ORISSA SUB-REGION, ETR.**

NO: ETR/DE TR(m) CK/Tender/2011-12/01 Dt.28.06.2011

**NOTICE INVITING TENDER**

Sealed tender in prescribed format is invited by the DE Trans (m), ETR; Cuttack on behalf of BSNL from registered/authorized/reputed and capable firm or their authorized agency for the **repairing of operating, testing & measuring instruments i.e. OTDR, Splicer, Cleaver, laser source & power meter those of Transmission routs and equipments.**

<b>Issuing Office</b>	<b>Bharat Sanchar Nigam Limited,</b> Office of the Divisional Engineer, Trans(Mtce), ETR, BSNL; 107, Telephone Bhawan, B.K.Road; CUTTACK-753001
Items for repairing:	Optical Splicer, OTDR, cleaver, laser source & Power meter of any make and model.
Date & Time of Issue of tender paper.	From <b>04.07.2011 to 1300hr of 30.07.2011</b>
Date & Time of Receipt of Tender	up to <b>15.30 Hrs. of 30.07.2011</b>
Date & Time of Opening the Tender	<b>16.30 Hrs. of 30.07.2011</b>
<b>Tender papers will be available</b>	i) From o/o the D.E.Tr(m), ETR, 107-Telephone Bhawan; Bajrakabati Rd; Cuttack-1 on payment of cost of Tender Document in bank DD or cash in person or by post. ii) May be down loaded from departmental website: <b>www.orissa.bsnl.co.in</b> or <b>www.etr.bsnl.co.in</b> but bank DD be attached with the tender towards the cost of it. iii) From SDE(Tech) o/o DGM.Mntc ETR; BBSR on payment of cost in cash/DD.
Tender Papers to be deposited in	Sealed tender Box kept in the o/o Divisional Engineer, Trans(Mtce), 107-Telephone Bhawan, B.K.Road; Cuttack-753001 or may be sent by Post/courier at bidder's risk.
Cost of Tender Document	₹ <b>520/-</b> (Rupees Five Hundred twenty only)
EMD Amount (Non-interest bearing)	₹ <b>15,000/-</b> (Rupees fifteen thousand Only).
Mode of Payment	Crossed Demand Draft/Bankers' cheque/guarantee from any Nationalized Bank.
Bank Draft/ Bankers' Cheque to be drawn in favour of:	Accounts Officer, O/O Deputy General Manager (Mtce), ETR,BSNL, Bhubaneswar-751012, <b>payable at Bhubaneswar</b> only.

- i) Any queries regarding the tender document may be clarified from the office of Divisional Engineer, Trans(Mtce), ETR; Telephone Bhawan, B.K. Road; Cuttack-1 on all working days or through e-mail to him.
- ii) The Divisional Engineer Trans (M), Cuttack reserves the right to reject any or all tenders without assigning any reason.
- iii) The tender details can be seen and down loaded from departmental website: **www.orissa.bsnl.co.in** or **www.etr.bsnl.co.in**. The forms if used for submitting the tender, must attach a DD towards the cost of tender paper.
- iv) The envelope containing the fully filled-up tender documents should be super-scribed the name and No. of tender and name of the bidder.
- v) The tenders will be opened in presence of the members of tender opening committee and the bidders or their authorized representatives. In case the tender opening day/date is declared as holiday or 'bandh' day, tender will be opened at the same time on the next working day.

**DE Trans(m), ETR; Cuttack.**

**Salient Conditions:**

- (I) **The completely filled up tender document must be in two sets viz: Technical & Financial.**
- (II) **First envelop should contain Technical bid consisting of following documents.**
- (a) Identity proof of the bidder: Xerox copy of V.I. card and PAN card of the individual/head of the farm, full address both permanent and present of the bidder, the location address of the farm, contact No. and email ids. (Annexure-G) must be filled up and submitted with technical bid.
  - (b) Payment particular of cost of tender document. Bank DD of ` 520/- if a down-loaded document from Net, Money receipt No. if paid in cash.
  - (c) Earnest money deposit in shape of DD or bank guarantee amounting ` 15000/- (Rupees fifteen thousand only) twenty five thousand
  - (d) Service Tax Registration Certificate if registered.
  - (e) Authorization letter from the manufacturer or experience Certificate of satisfactory execution of repairing of transmission testing/measuring instruments from concerned unit if any.
  - (f) Relationship declaration certificate duly signed (Proforma enclosed)
  - (g) Debars/ blacklist declaration certificate if any. (Proforma enclosed)
  - (h) Attested copy of partnership deed / Article of association/ Memorandum of association & certificate of incorporation in case of non proprietary farm.
    - (i) **Each page of tender document should be signed by the bidder.**
    - (j) Specimen signature and authorization of the person empowered by the firm to represent in tender opening meeting and/or signing the bid.
    - (k) The bank DD must be drawn in favour of the accounts officer, BSNL, % the DY. GM, ETR, Bhubaneswar **payable at Bhubaneswar** only.
- (III) **The second envelope should contain the financial (price) bid i.e. rates quoted in quotation forms attached as Annexure-I according to NIT. The financial bid paper be in triplicate. The bid rate must include all taxes, transportations etc.**
- (IV) **Thus the two separate sealed envelopes each super scribed as technical bid or financial bid having the name of tender have to be put in one large envelope super scribed the Name & No. of the tender, name and address of the bidding farm/agency.**

The Bid (technical & financial) found incomplete in any respect is liable to be rejected.

The techno commercial bids shall be opened on stipulated date and time. In case of unforeseen contingencies, the bids shall be opened on the next working day at the same time, at the same venue without any further notice.

**DE Trans(m) Cuttack reserves the right to accept or reject any or all tenders without assigning any reason.**

**Annexure-A**

**INSTRUCTIONS TO BIDDERS**

**1. INTRODUCTION :**

Orissa Sub Region is an operating unit of Eastern Telecom Region that is a part and parcel of **Bharat Sanchar Nigam Limited** having its corporate office at New Delhi.

**2. ELIGIBILITY**

2.1 Work experience – the bidder preferably should have experience for the repairing of minimum of instruments each types of transmission Testing and Measuring as detailed below in Govt./PSU/reputed Organization. Experience with Govt. and PSU of technical nature like BSNL, MTNL will be preferred but not be considered as an additional qualification.

1. **OTDR**
2. **Splicing Machine**
3. **OFC Power meter.**
4. **Fiber cleaver (high precision)**
5. **Laser Source (1550nm/1310nm)**

2.2 Supporting documents if any viz: copy of work award letter from the Govt. Office/ PSU / reputed organizations mentioning details of repair jobs may be submitted with technical bid document.

**3. PREPARATION OF BID**

3.1.1 Technical bid and financial bids should be submitted separately in separately sealed covers. The sealed covers should be super scribed with bid Name & No. The DE Trans (m), Cuttack shall have no responsibility for the misplacement of bid or premature opening of the outer envelope if not sealed properly and marked to the correct address.

3.1.2 Bids are either to be dropped in the sealed box kept in the office of DE TR (M), Cuttack personally or may be sent by registered/ speed post with AD/ courier addressed to:-  
DE Trans (M), ETR; BSNL;

Room No. 107, Telephone Bhawan; B. K. Road;  
Cuttack-753001; Orissa.

But the bid envelope must reach before the closing time of the bid. **BSNL holds no responsibility in late receive.** Such bid will not be accepted from the Postal/courier agency.

- 3.2 Only one bid should be included in a cover. Whenever more than one bid is found in a Cover, all bids enclosed in that cover liable to be ignored thereby treating that as invalid bid given by the bidder.
- 3.3 The responsibility of ensuring that the bids are delivered in time and date at the right address rests with the bidders. Any bid received after the deadline for submission of bids prescribed in NIT shall be deemed as rejected and returned unopened. Any modification of the bid received from the bidders after the dead line of submission of bids shall not be entertained.
4. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature with date and MUST SPECIFY whether he is signing as
- (i) A sole proprietor of the firm or constituted attorney of the sole proprietor.
  - (ii) A Partner of the firm in which case he/she must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of partnership agreement or power of attorney.
  - (iii) Constituted attorney of the firm, if it is a company.
- 4.1 In case of (II) above a copy of the partnership agreement or general power of attorney, in either case, attested by a Notary Public of affidavit on stamp paper of all the partners admitting execution of the partnership agreement of the general power of attorney should be furnished.
- 4.2 In case of partnership firms, where an authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender offer and all other related documents should be signed by every partner of the firm.
- 4.3 A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to a warranty that he has authority to sign, such documents and id on enquiry it appears that the person has no authority to do so, Orissa sub region, may without prejudice to other civil and criminal remedies cancel the contract and made or authorize execution of contract/ intended contract at the risk and cost of such person and hold the signatory liable to the BSNL for all costs and damages arising from the cancellation of the contract including any loss which the BSNL may have an account of execution of contract/ intended contract, subject to minimum sum of ` 50,000/- as the liquidated damages in such event..
- 4.4 **Each of the bid's annexure if any should be signed by authorized signatory.** The bidder must sign any correction made in the bid. This shall also be done in every additional copy as well. There shall be no interlineations, erasures or overwriting except as necessary to correct errors in the bid in which corrections shall be initiated by person/ persons signing the bid.



**5. EARNEST MONEY :**

**The approximate amount of work is around six Lakhs during the initial validity period i.e.2 years.**  
A bank draft /banker's cheque/ bank guarantee for ₹ 15, 000/- ( Fifteen Thousand ) as EMD in favour of Accounts Officer, ETR, BSNL; O/O DY. GM(m), ETR; Bhubaneswar payable at Bhubaneswar only should be attached with technical bid.

5.1 As per rule, BSNL shall not pay any interest on the Earnest Money deposited.

**5.2 The Earnest Money will be refunded to the unsuccessful bidders after 90days of bid opening in accordance with the rules of BSNL, for which post dated application and pre-receipt may be attached with the tender document otherwise the unsuccessful bidders have to apply with pre-receipted application.**

**6. BID PRICES:**

6.1 Bid with firm price only will be accepted.

6.2 End price should be quoted in figures as well as in words.

6.3 Prices must be specified in the form as per Annexure-I enclosed.

6.4 No increase in the prices shall be allowed during the validity period of contract for any reason whatsoever. No extra tax like service charges etc. will be paid by BSNL.

**7. PERIOD OF VALIDITY:**

7.1 Bidders should note that their offers shall remain valid for acceptance for a minimum period of 2 years from the date of signing the agreement. The bid security shall be forfeited if the bidder withdraws his bid during the aforesaid period of bid validity.

7.2 In exceptional circumstances the BSNL may request the bidder's consent for an extension of the period of bid validity. The request and the response thereto shall be made in writing. The bid security may also be got suitably extended.

**8. SERVICE TAX REGN. CERTIFICATE**

8.1 The contract shall be awarded to the successful bidder only after the production of Service Tax Registration Certificate or it will be deducted from the net payment by BSNL. The contractor shall submit the Xerox copy of payment of service Tax of previous bill receives along with the current bill otherwise BSNL will deduct the service tax for both.

**9. TERMS & CONDITIONS FOR THE PARTICIPATING FIRMS.**

9.1 Maintenance and Support service terms and conditions enclosed with the bid will be considered as forming part of their bids. In case any terms and conditions of contract applicable to this bid as specified on bid documents are not acceptable to bidders, they should clearly specify the deviation.

9.2 BSNL shall not accept any DEVIATIONS in respect of any COMMERCIAL CONDITION as laid down in their documents normally. However a statement of deviations to the provisions of the technical specification conditions shall be given by the bidder if there are any deviations. BSNL will be at liberty to accept or reject any variation in technical specifications.

## **10. PERIOD OF EXECUTION**

10.1 The job assignment as specified in this query are to be started within 7 (seven) days from the receipt of award letter.

10.2 In case it is not possible to agree to the time period as specified in this query bidders may indicate the time period, which can be guaranteed by them.

## **11. RIGHT TO ACCEPT OR REJECT ANY BID:**

11.1 BSNL reserves the right to accept or reject any or all tenders without assigning any reason.

## **12. EVALUATION OF SUBSTANTIVELY RESPONSIVE BIDS:**

12.1.1 The bids will be evaluated with respect to their substantive responsiveness or otherwise. Thereafter, BSNL shall carryout detailed evaluation of the substantively responsive bids.

12.1.2 Arithmetical errors shall be rectified by BSNL if there are any discrepancies between the monthly price and total price that is obtained after multiplying the monthly price and quantity by taking the monthly price as the basic thereby making necessary correction in the total price. If there is any discrepancy between the words and figures the amount in the words shall prevail. In case the bidder does not accept the correction of errors his bid will be rejected.

12.1.3 Prior to detailed evaluation and to determine the substantive responsiveness of the bid it will be examined as to whether the bid confirms to all the terms and conditions of the bid documents without material declaration. Such determination of the bid's responsiveness will be based on his contents of the bid itself without recourse to extrinsic evidence.

12.1.4 A bid declared non- responsive will be rejected and will not be made responsive by the correction of non- conformity. BSNL may waive any minor informality or non – conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

12.1.5 No post bid clarification at the initiative of the bidders shall be entertained.

## **14 SUMMARY REJECTIONS OF BIDS:**

Any one or more of the following action / omissions are likely to cause summary rejection of bid.

- i. Tender document not purchased from authority or the document price of ` 520/- not submitted with the technical bid if documents are downloaded from BSNL web site.
- ii. Any bid, unless exempted specifically not accompanied by required Earnest Money.
- iii. Any bid received unsealed.
- iv. Any bid received late without conclusive proof that it was delivered before the specified closing time.
- v. Any bid in which rates have not been quoted in accordance with specified formats/ details.





- vi. Any bid without experience certificate / authorization letter from the manufacturer/competency proof of the job.
- vii. Any bid received without V.I. / PAN card and Service Tax Registration Certificate/undertaking.
- viii. Any effect by a bidder to influence the purchaser in the bids evaluation bid comparison or contract award decision may also result in rejection of the bid.
- ix. Any information submitted found to be incorrect.
- x. Any conditional bid.

#### **15. Acceptance of BID:**

15.1 Acceptance of bid shall be communicated through registered post acknowledgement due in time

15.2 The selected bidder/bidders shall submit the following to the DET TR (M) Cuttack with two weeks from the date of letter of acceptance of the bid.

(i) Letter of acceptance of the offer.

(ii) Performance Guarantee amounting ` 50000/- (Rupees fifty thousand only) with the letter of acceptance of the bid. The performance guarantee shall be submitted in Bank Draft or Bank Guarantee from scheduled Bank as per format specified by BSNL, and details of the same to be specified in the letter – conveying acceptance of the bid. The amount of EMD may be transferred towards the Performance Guarantee and in that case the rest amount ` 35000/- be deposited in form of DD or Bank guarantee.

15.3 If terms and conditions in the award letter/ contract are different with terms and conditions outlined herein it should be clearly understood that those mentioned in award letter/ contract should govern the contract. In the event of any ambiguity or discrepancy interpretation of the purchaser shall be final.

#### **16. VALIDITY OF CONTRACT / ORDER:**

The successful bidder will enter into an agreement with BSNL authorized officer, DE Trans (M) Cuttack on the approved rates and quantities for a period of 2years from the date of entering into the said contract.

## **Annexure-B**

### **GENERAL CONDITIONS OF CONTRACT**

1. Submission of bid against this offer shall bind the bidders to the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by the BSNL

#### **FORFEITURE OF EARNEST MONEY**

- 1.1 If the bidder fails to act on the offer of BSNL by the specified date the earnest money is liable to be forfeited.
- 1.2 Earnest Money is also liable to be forfeited, in case the bidder withdraws the offer after opening of the bid before the expiry of the bid validity period.

#### **2. PERFORMANCE SECURITY**

- 2.1 The successful bidder will be served the **letter of intent** and be asked to deposit ₹ 50,000/- in form of Demand Draft/ bank guarantee in the name of **Accounts Officer, ETR; BSNL O/O THE DY. GM (M) , ETR Bhubaneswar payable at Bhubaneswar** only. This of course includes the EMD submitted by the bidder along with the technical bid. This security deposit will be refunded to the contractor without any interest only after the contractual obligations are discharged under this contract after three months of expiry of the contract. The bidder has to produce the original receipt of this security deposit before execution of the agreement.
- 2.2 If the successful bidder/bidders fail or neglect any of his obligations under the contract, BSNL shall forfeit either whole or any part of performance security money furnished by the bidder as aforesaid as compensation for any loss resulting from such failure as specifically provided or otherwise that may be determined.
- 2.3 BSNL shall not liable to pay any interest on security money deposited.
- 3.1 The periodicity of job as stipulated in Annexure-C the contract or letter shall be deemed to be the essence of the contract.

#### **4 Price to be Quoted:-**

The rates of repairing of different types of faulty testing/ measuring instruments and their parts are to be quoted separately as per in the Annexure-I along with the rate of any other make or type of instrument . (Prescribed proforma of financial bid).

#### **5 FORCE MEJURE CLAUSE**

If at any time, during the continuance of this contract performance in whole or in any part by either party or any obligation under this contract shall be prevented or delayed by reason of any event or hostility acts of public, enemy civil commotion, sabotage tides, floods, explosion, epidemic, guarantee restricts, strikes, lockouts or of god (here in after referred to us events) provided notices of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof. Neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other In respect of such performances. The contract may be resumed as soon as practicable after such event has come to an end or cease to exist and the decision of DY GM (M) ETR Bhubaneswar shall be final. If the performance in whole or part or any obligation under the contract is preventive and delayed by reason of any such event for a period exceeding 60 days either party may at his option terminate the contract.

## **6. ARBITRATION**

In the event of any question or dispute arising under these conditions or any special condition of contract or in connection with this contract except as to any matter (the decision of which specially provided for by these special conditions) the same shall be referred to the sole arbitration of DY GM (M) ETR, Bhubaneswar or his nominee appointed by him.

There will be no objection that the arbitrator is a Government servant / BSNL officer on that he had dealt with the matter to which the contract relates or that in course of his duties as Government / BSNL servant he has expressed views on all or any of the matter is dispute.

The award of the arbitrator shall be final and binding on the parties to this contract.

It is a term of this contract that: If the arbitrator be the DY. General Manger ETR Bhubaneswar in the event of his being transferred or vacating his office by resignation or otherwise it shall be lawful for his successor in office either to proceed with the reference himself or to appoint another person as an arbitrator or in the event of his becoming unable to act for any reason it shall be lawful for the DY General Manager (ETR), Bhubaneswar, to appoint another person. In the event of arbitrators death, neglect or refusal to act or resignation or inability to act for any reason it shall be lawful for the DY General Manager (ETR) , either to proceed with the reference himself or to appoint person as the arbitrator in place of the outgoing arbitrator.

- 6.1 The arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award.
- 6.2 It is further a term of the contract that no person other the DY General Manager (ETR) , BSNL, Bhubaneswar or the person appointed by him shall act as arbitrator and that if for any reason that is not possible the matters is not to the referred to arbitration at all.
- 6.3 Subject to aforesaid, the Arbitration & contract Act. 1999 and the rules there under any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this Clause.
- 6.4 The venue for the arbitration shall be the place from where order is issued of such other place as the arbitrator may determine.

## **7. PAYMENT TERMS:**

- 7.1 The contractor should raise the bill of repairing work after handing over the item to the unit. The bill be submitted to the particular unit (DE/SDE) who are to certify and forward.
- 7.2 Payment shall be made on the proof of receipt of satisfactory certificate of job assignment from concerned in charge of Testing Instrument.
- 7.3 Payment will be made on passing and pre checking of the bills according to departmental rules on submission of such bills.
- 7.4 Income tax shall be deducted at source in accordance with the provision of Indian Income Tax Act and/or any other deduction that may be provided under any other law.

## **8. TERMINATION OF CONTRACT**

**8.1** The BSNL without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor may terminate this contract in whole or in parts.

- (a) If the contractor fails to execute any or all of the jobs assignment within the times period (s) specified in the contract or any extension thereof granted by the BSNL and
- (b) If the contractor fails to perform any other obligation (s) under the contract and within the stipulated period, the time being the essence of the contract.
- (c) The rate contract can also be extended for another one year at the sole discretion of the BSNL at the same rate and terms and conditions.

8.2 In the event of termination of the contract in whole or in part the BSNL may execute/ get executed the said contract upon such terms and in such manner as it deems appropriate. The contractor shall be liable to the BSNL for the any excess cost for such similar contracts. However, the contractor shall continue performing of the contract to the extent not terminated.

8.3 BSNL may without prejudice on the happening of any of the above – mentioned circumstances to its other right under law of the contract provided also where execution of the balance quantity of the items get the remaining work done at the risk and cost of the contractor and look to him for the payments thereof and can also claim a set off any dues payable under this contract or any other contract under set off clause BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes bankrupt or otherwise insolvent without affecting its right of action or remedy as purchaser.

## **9. SET OFF**

Whenever under this contract any amount is recoverable from or payable by the contractor DY. General Manger (ETR) BSNL Bhubaneswar shall be entitled to recover such by appropriating in part of whole from the security deposit made by the bidder for his contract or for any other contract. In the event of this security not being taken then the balance of the total sum recoverable shall be deducted from any sum then due or which any time thereafter may become due to the bidder under this order on any other contract with BSNL

10. The contractor cannot assign/ transfer and sub- contract his interests/ obligations under this contract without the prior written permission of the BSNL, and such permission shall not relieve the supplier/ contractor from any liability arising or obligation under contract.

**Annexure-C**

**DESCRIPTIONS OF WORK.**

- A. The bidder will be intimated by any of the officer of ETR in Orissa sub-Region about the malfunctioning of any measuring instrument. The bidder has to send his technical person and attend to the unit with prior intimation to the concerned D.E. within **three days**.
- B. The successful bidder has to repair all the faulty instruments on priority basis and will **provide comprehensive warranty for a period of one year**. For the repaired instruments from the date of issue of satisfactory working certificate from the unit.
- C. The rates for repair of different types of faulty testing and measuring instruments may be quoted separately for the instruments details.
- D. The successful bidder has to repair the faulty instruments of all make. The faulty instrument may be given in phased manner.
- E. After repairing the instrument the contractor will give self perform test before the unit officer and provide a test report in this regard for each repaired instruments.
- F. **The contractor may collect the faulty instrument under receipt from the site if he finds impracticable to repair at sites but he has to return back after repairing. No separate transportation, packaging charges will be given by BSNL. If the contractor or his agent loses the item during transportation or transit by any third agency then the contractor/farm has to bear the original cost of the item claimed by the concerned DE/SDE.**
- G. The items for repair are:
  - (i) OTDR
  - (ii) Optical Power Meter
  - (iii) Splicing Machine
  - (iv) Fiber cleaver (high precision)
  - (v) Laser source (1550 nm/1310nm)

**The repair of the above mentioned testing instruments should be carried out satisfactorily along with calibration and proper functioning of each function.**

**Keys Terms & Conditions of contract:**

- (i) In case of failure and not undertaking the repair job of faulty Transmission testing and measuring instruments by the Contractor, the work be done from the manufacturer/ other agency at the risk and cost of contractor.
- (ii) If the contractor fails or neglects any of his obligations under the contract, the BSNL reserves the right to forfeit the Security deposit. In case the performance of the contractor is not found to be satisfactory even after issue of show cause notice, the contract is liable to be cancelled and security forfeited.
  - (i) The contractor will pay any tax payable to State/ Central Govt. towards this contract.
  - (ii) **In case of any instrument is declared irreparable by the contractor, the final decision will be taken by the BSNL.**

## **ANNEXURE-D**

### **Documents to be submitted along with bid and other conditions:**

Following instruction are to be followed while submitting the bids and in case of failure to comply with any of the instruction by the bidders the bids will be liable to be considered as invalid.

1. The technical bid along with all the documents i.e. signed pages of tender documents, Identity proof(Annexure-G), Declarations(Annexure-H), letter of submission (Annexure-F) in the front in one sealed envelope and financial bid (Annexure-I), both should be properly sealed in separate envelope.
2. The price should be written in words as well as in figures in price quotation (Annexure-I)
3. The authority signing the bid must be duly empowered to do so proof of it if other than the particular person.
4. EMD in the shape of Bank Draft/ bank guarantee in favour of Accounts Officer, O/O DY. GM (M) ETR; Bhubaneswar payable at Bhubaneswar only must be in technical bid envelope only.
5. Validity of bank DD should not be less than 180 days.
6. Rates must be quoted only for the items & work specified in the NIT.
7. Experience Certificate/ proof of expertise in the field in the field of repairing of such items if any attached with technical bid doc.
8. Affidavit showing that me/us/any of my/our partner(s)/relatives is/are neither employed in any capacity in BSNL. The term "Relative" means: Father, Mother, Wife, Husband, Sons, Daughter, Brother/ Sisters/ Uncle / Aunts / Cousins/ in laws (Annexure G).
10. Affidavit declaring that the firm has never been blacklisted. (Annexure-G)
11. Payment proof of the cost of the tender document must be in technical bid envelope.

**ANNEXURE-E**

**PENALTY CLAUSE**

- (i) Any measuring/testing instrument reported faulty will have to be attended immediately within 3 days of receipt of information and put in the service after repair within 18 days. A minimum penalty of ₹ 200 per day per faulty instrument shall be levied for delay beyond 21 days i.e. 3+18=21 days subjected to the maximum of 12% of value of work awarded and/or termination of the contract for default as per BSNL rules.
- (ii) The liability of BSNL is limited only to the agreed contractual amount payable to contractor.
- (iii) In case of faulty instrument, contractor will take emergency action for repairing Optical Fiber test and measuring instrument. If he fails to take corrective action as above or fails to repair as mentioned in terms and conditions of contract, BSNL will at liberty to get instrument repaired on its own from any agency and recover the repairing cost from the contractor. However BSNL will not be liable to pay the benefit or any difference in cost to the contractor. In addition to the recovery of cost & penalty etc. BSNL may terminate contract forfeiting security amount and impose liquidated damages.
- (iv) BSNL has no responsibility of any damages / losses during the transportation of testing instruments from OF stations of BSNL to their work shop and vice versa. The contractor will be responsible for the same.
- (v) In case of any likely hood of delay in timely performance of service the contractor shall notify BSNL authority and the authority will evaluate the situation and may in its discretion extend the period of performance of the contract without giving any benefit of increase due to change in duties/taxes/shipping etc. but however take the advantage in case of reduction to its account.

**Letter of submitting the bid.**

**Annexure-F**

To

The Divisional Engineer Trans (M), Telephone Bhawan, B.K. Road; Cuttack-753001

Ref. Tender NO: DET Trans(m)/ CK/ 2011-12/01 Dated 28.06.2011

Dear Sir,

Please find enclosed the following bid documents in original to be used for submission of the bid:

<b>Sl. No.</b>	<b>Title</b>	<b>Section</b>	<b>page No</b>
1.	Notice Inviting Tender (NIT)		03-04
2.	Instructions to bidders	Annexure—A	05-09
3.	General Conditions of contract	Annexure –B	10-12
4.	Description of Work / Special condition	Annexure –C	13
5.	Documents to be submitted.	Annexure- D	14
6.	Penalty clauses	Annexure –E	15
7.	Letter of submission of bid.	Annexure—F	16
8.	Information about the bidder	Annexure – G	17- 18
9.	Declarations I & II	Annexure- H	19
10.	Financial bid format	Annexure –I	20-21
11.	Specimen proforma of bank guarantee	Annexure –J	22-23
12.	Specimen proforma of agreement.	Annexure –K	24-26

Please acknowledge receipt of bid document by signing one duplicate copy of this letter and provide complete address for correspondence including Telephone Number, FAX and E- Mail and telegraphic address.

I/ We enclosed herewith Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_(Bank) towards payment of cost of the tender paper and Earnest Money of ` 15.000/-

Signature of authorized Signatory.  
Full Name of the bidder/Farm:

Full Address for commn. and contact No.s:



**Annexure-G**

TO

The Divisional Engineer, Trans(m) ETR; Cuttack.

Sub:- Tender for repairing of transmission testing/measuring instruments.

**Information about the bidder.**

**(To be submitted along with the technical bids of the tender)**

<b>01. Name of the Firm</b>	
<b>02. Registered Address and Address for communication.</b>	
<b>03. Contact Phone Number(s) both fixed and mob.</b>	
<b>04. Fax Number and Email ids.</b>	
<b>05. Name of the Sole Proprietor or name of the Partners/ Directors</b>	
<b>06. Name of the person authorized to execute contractual agreement and the capacity in which he is authorized.</b>	
<b>07. Permanent Income Tax a/c No.</b>	

**BHARAT SANCHAR NIGAM LTD.**

<b>08. Sales Tax Registration No.</b>	
<b>09. Whether the firm is a licensed manufacturer/supplier of the product</b>	
<b>10. Manpower in Customer Support &amp; Maintenance Infrastructure</b>	
<b>11. List (with full address) of prominent organizations where similar products have been supplied by the firm. ( Separate sheet may be attached)</b>	

**Signature with Date**

<b>Name in Block Letters</b>	<b>Company Seal</b>
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**Annexure-H**

**DECLARATION- I (On no close relative in BSNL)**

(On Rs. 10/-Non Judicial stamp paper duly attested by Notary)

- a). I/ We hereby declare that none of my / own close relatives is/are Employed in BSNL.
- b). I/We hereby declare that my / our close relatives is/are employed in BSNL/ BSNL and his / her/ their particulars are as follows.

Name  
 Designation  
 Place of Posting

I/We am /are aware that concealment of furnishing of wrong or incomplete information in this regard shall tender me/ us liable to remove from the approved list of contractors and further debar me/ us from future contract (s) and also forfeit of security deposit etc.

Out of (a) above score whichever is not applicable.

Station: Signature of the bidder/ contract  
 Date: Full Name & Address:

**DECLARATION-II (On non-debarring by any Govt. organization/PSU)**

(On Rs,10/ Non Judicial stamp paper duly attested by Notary)

- 1. ----- S/o / Wife of Sh.  
 and proprietor / Director / partner of M/s  
 (present address)-----

do hereby solemnly affirm and declare:

- 1. That I am the sole proprietor / partner/ Director of M/s---
- 2. That I state and declare that the above firm M/s ----- has never been debarred and / or blacklisted by any department of central Govt./ State Govt./ PSU/ Public bodies/ Municipalities.

In case the above declaration is found to be incorrect or wrong, the contract, if awarded to the firm may be terminated immediately and the firm shall be liable to be blacklisted/ debarred for future works/ contract with BSNL. Any Such action shall however, be without prejudice to BSNL rights under the law.

Signature of the prop./ partner/ Director:  
 Date: Full Name & Address.  
 Station:

Note: The Signatory should not affect variation in the text of declaration in any other form. It shall not be acceptable and tender the tendered for penal action as decided by BSNL

**BHARAT SANCHAR NIGAM LTD.****Annexure-I****Office of the DE Trans(m), Cuttack.****Prescribed form for bidder's Financial Bid for repairing of faulty instruments.**

From

-----

To

The DE Trans(m) ETR, Cuttack.

Sub: Tender for Rate Contract to repair of transmission testing and measuring instruments working in the various sites in areas under DY GM (M) , ETR, BSNL, Bhubaneswar.

Sir,

I/ We hereby quote our rates for repairing of faulty instruments as mentioned in the tender:

SLNO	Item Description for splicer.	Make	Unit Cost
1	DC Power board assy		
2	Main board assy		
3	LCD monitor		
4	Heat element		
5	LCD brightness control VR		
6	CCD camera assy		
7	CCD camera cable		
8	X CCD Power cable		
9	Y CCD Power cable		
10	Spacer 50 um		
11	Spacer100um		
12	Spacer30um		
13	Spacer200um		
14	Operation sw		
15	Operation sw board assy.		
16	Main board assembly		
17	DC Power board		
18	DC Power board		
19	Operation sw L (CF)		
20	Operation sw R (CF)		
21	Left tight holder assembly(16)		
22	Right tight holder assembly (16)		
23	Flat cable (40 lines)		
24	CCD camera		
25	LCD monitor		
26	Heater element		
27	Recharging cable		
28	Spacer		
29	Backup battery		



**BHARAT SANCHAR NIGAM LTD.**

30	Diffuser		
31	Main board (RoHS)		
32	Main Power Board (RoHS)		
33	Main base assembly (RoHS)		
34	Main Base (RoHS)		
35	Diffuser		
36	Backup battery assembly		
37	LCD (RoHS)		
38	Operation switch		
39	CMOS camera X assembly		
40	CMOS camera Y assembly		
41	Lens mount X assembly		
42	Lens mount Y assembly		
43	Z- Carriage		
44	Motor		
45	Electrode		
46	Image board assy.		
47	Image int board assy.		
48	Align base assy (RoHS)		
49	LCD board (RoHS)		
50	<i>Servicing charge</i>		
<b>S.No.</b>	<b>Item description for OTDR</b>	<b>Make</b>	<b>Unit cost</b>
1	LCD for OTDR		
2	Optical Unit		
3	OTDR Main PCB		
4	Connector		
5	Battery for OTDR 1no.		
6	Fiber cord		
7	Power adoptor for OTDR		
8	<i>Servicing Charge for ODTR</i>		
<b>S.No.</b>	<b>Item description for Cleaver</b>	<b>Make</b>	<b>Unit cost</b>
1	Blade		
2	Pen Pusher		
3	Pad 1nos.		
4	Pad 4nos.		
5	<i>Servicing Charges for Cleaver</i>		
<b>SL.NO</b>	<b>Description of other Items.</b>	<b>Make</b>	<b>Flat rate/charge.</b>
1	Power Meter		
2	Laser Source		

I/We have thoroughly examined and understood the terms and conditions of contract given in the invitation to tender and those contents of contract and annexure A to H and agree to abide by them.

Seal

Signature of authorized Signatory

**Annexure-J**

PROFORMA FOR BANK GUARANTEE FOR BID SECURITY (EMD) / PERFORMANCE SECURITY.

This **DEED OF GUARANTEE** IS MADE on this -----day of ----- 2011 between the Dy. General Manager(mntce), of BHARAT SANCHAR NIGAM LTD here in after called as BSNL. Which expression shall unless excluded by or repugnant to the context include his successors and assigned of the one part and the -----(Bank) which expression shall unless excluded by or repugnant of the context include its successors and assignees) of the part.

WHEREAS BHARAT SANCHAR NIGAM LIMITED accepted the Tender of -----

hereinafter called the Contractor to execute work awarded by Bharat Sanchar Limited for repairing of various transmission Testing /Measuring Instruments dated-----hereinafter referred to as the said work order).

AND WHEREAS at the request of the contractor the Bank has agreed to execute these presents.

NOW THE DEED WITNESSED AND IT IS HEREBY AGREED AND DECLARED BY AND between the parties here to as follows:

1. The bank hereby irrevocably and unconditionally guarantees to the Bharat Sanchar Nigam Limited that the contractor shall render all necessary and efficient Services that may be required to be rendered by the contractor in connection with and / or for the performance of the said work order and further guarantees that the work which shall be done by the contractor under the said work order shall be actually performing the WORK required of it to the satisfaction Of the BSNL and shall be free from any defects arising from faulty materials, designs and workmanship, Such as commission, of the equipment inadequate quantity of materials, inadequate contract protection, deficiencies in Circuit Design and / or otherwise, whatsoever and in the event of the contractor's failing or neglecting to render necessary work failing to give satisfactory performance or proving not free from deficiencies or defects as herein before mentioned and in the said work order and particularly warranty clause mentioned therein, the Bank shall indemnify. And keep the BSNL indemnified to the extend of ----- against any loss or damage that may be caused to o suffered by the BSNL by reason of any breach by the contractor of any of the aforesaid terms and conditions and the Bank further undertakes it pay to the BSNL, such sum not exceeding ----- on demand and without DEMUR in the event of contractor's failure to perform and discharge the aforesaid several duties and obligations on his part to be observed and performed under the work order and / or deficiencies and defects in the satisfactory performance of the work.
2. The decision of the BSNL as to whether the contractor has failed to or neglected to perform, or discharge his duties and obligations as aforesaid and / or whether the work are free from



**BHARAT SANCHAR NIGAM LTD.**

3. Deficiencies and defect and are capable or performing the work required and as to the amount payable to the BSNL, by the Bank herein shall be final and binding on the Bank.
4. The liability of the Bank under this guarantee shall be as Principal Debtor.
5. The guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the aforesaid terms of the said work order and it shall continue to be enforceable till -----months after the work have been fully and properly out carried out by the said contractor and a NO DEMAND CERTIFICATE submitted to this effect by the contractor.
6. The Bank further agree that the Guarantee herein contained shall remain in full fore and effect for a period of Eighteen months from the date hereof and also that the extension of this guarantee will be provided for by the Bank for such period beyond the said period of Eighteen Months as the BSNL may feel necessary in this behalf. Provided further that if any claim accrues or arises against the Bank before the expiry of the said Eighteen Months or any extension thereof, there shall be enforceable against the Bank notwithstanding the fact the same is enforced after the said period of Eighteen Months OR ANY extension thereof.
7. The Guarantee herein contained shall not be affected by any change in the constitution of the contractor or the Bank and shall be continuing one.
8. The BSNL has fullest liberty without affecting the Guarantee to postpone for any time and from time and from time to time any of the followers exercisable but it against the contractor and either no enforce on forbear any of the terms and conditions of the said Work Order and the bank shall not be released from its liability under this guarantee by any exercise by the BSNL of the liberty with reference to the matter referred aforesaid or by reason of time being given to the contractor or any other forbearance, act, of the commission on the part of the BSNL, or any indulgence by the BSNL to be contractor or by other matter or thing whatsoever which under the law relating to Sureties shall but for this provision have the effect of so releasing the Bank from its such liability.
9. The Bank undertakes not to invoke this guarantee during its currency except with the previous consent of the DGM(m), ETR; BSNL in writing.

**IN WITNESS WHEREOF** the parties have executed these presents the day and year therein above writing.

**Witness:**

**1. Signature :**

**Name:**

**Official Address**

**(Signature)**

**Name**

**(Designation with Bank Stamp)**

**2. Signature:**

**Name:**

**Attorney as per**

**Official Address**

**Power of Attorney No**

## **Annexure-K**

### **Specimen of agreement of tender for repairing of operating/testing/measuring instruments of transmission routs and equipments under ETSR-Odisha.**

This agreement made on this ..... day of ..... 2010 between the authorized signatory of BSNL represent through the Divisional Engineer, trans mntce, ETR, Cuttack or any other authority appointed by him, hereinafter called "The DE" ( which expression shall, unless excluded by or repugnant to the context, include his successors in office and assigns) on one part and M/s ..... a Company incorporated under the Companies Act and having its registered office at ..... herein after called "The Contractor" ( which expression shall, unless excluded by or repugnant to the context, include his successors in office and assigns) on the other part.

Whereas the DGM is desirous of procuring items from the Contactor and the said Contractor has agreed to supply and install the Items.

#### **E-1 General Conditions**

The Contractor agrees that the Items to be supplied shall be as per specification in Section-C of the Tender document. The contractor agrees to deliver the service as mentioned in the details of work at any site within the jurisdiction of DGM to be specified in the work order.

**E-2 Time Schedule of Delivery:** The contractor agrees to complete the work ordered within seven days from the date of issue of work order.

#### **E-3 Warranty:**

The Items supplied shall carry a comprehensive warranty for a period of 03 (three) years from the date of completion of successful installation. The contractor agrees to issue a certificate to this effect immediately on completion of installation.

#### **E-4 Security Deposit**

The contractor undertakes to provide security deposit for a sum equivalent to 10% (ten percent) of the value of the total purchase order in the form of Bank Draft / Bank Guarantee on any nationalized bank in favor of Accounts Officer, ETR, BSNL; O/o Deputy General Manager (Mtce), Bhubaneswar along with signing of the agreement as security for due performance of the contract.

The contractor agrees that any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated or withheld as a lien by the Deputy General Manager(Mtce),Bhubaneswar against any claim of the BSNL for the payment of sum / sums of money arising out of or under this contract and / or against any sum / sums of money outstanding against the said contractor which are presently claimed by BSNL or any organization of or under the said Department of Telecommunication under any other contract(s) made by the contractor with the Department.

#### **E-5 Penalty**

In case the contractor fails to complete the supply & installation of the Items within the stipulated time frame, a penalty shall be imposed @ ` 200/- per day delayed or part thereof. Maximum penalty will be restricted to 5% of the agreed price for the contract.

If the delay beyond the stipulated time frame is more than 3 months, the Deputy General Manager(Mtce),Bhubaneswar all have the right to terminate the contract and forfeit the Security Deposit.

In the event of any breach or non-fulfillment of any contractual obligation by the contractor, the Security Deposit shall be forfeited.





E-6 Disputes and Arbitration

In the event of any doubt, dispute and difference arising under this tender agreement in connection where with except as to matters the decision on which is specifically provided under the terms and conditions of this tender, the same shall be referred to the sole arbitration of the Deputy General Manager (Mtce), ETR; Bhubaneswar or any other person appointed by him as the Arbitrator.

No objection to any such appointment on the ground that the arbitrator is a Government Servant shall be entertained. However, the Arbitrator shall not be a person who had an opportunity to deal with the matter to which the agreement relates to or that in the course his / her duties has expressed his / her view, on all or any of the matters in dispute or in difference.

The award of the arbitrator shall be final and binding on the parties.

In the event of such Arbitrator, to whom the matter was originally referred to, being transferred or vacating his office due to death, resignation, or refusal to work or neglecting his work or being unable to act as Arbitrator for any reason whatsoever, The Deputy General Manager(Mtce), Bhubaneswar shall appoint another person to act as the Arbitrator in the place of outgoing Arbitrator in accordance with the terms and conditions of the contract agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award of Arbitration. Upon any such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the Arbitrator.

All incidental expenses in the Arbitration proceedings shall be borne by the party as decided by the Arbitrator.

Subject to the aforesaid provisions, the Arbitration Act, 1940 and the rules made there under any stipulation / modification for the time being in force shall be deemed to apply to the Arbitration proceedings.

The venue of Arbitration proceedings will be decided by the Arbitrator, however it will be in a locality within the jurisdiction of DGM(m), ETR, Bhubaneswar.

The courts in the city of Bhubaneswar alone shall have the jurisdiction to entertain any application or any other proceedings in respect of any disputes arising under this agreement.

Case against any award(s) made by the sole Arbitrator hereunder shall be filed in the concerned courts in the city of Bhubaneswar only.

E-7 Force Majeure Clause

If at any time, during the continuance of this contract, the performance in whole or in the part by either party of any obligation under this Contract be prevented or delayed by reason of :

- a) Any war or hostility.
- b) Acts of public enemy, civil commotion, sabotage, explosions,
- c) Effects of flood, epidemics, quarantine restrictions, freight embargos,
- d) General strike, Bandh.

herein after referred to as Event, neither party shall, by reason of such event, be entitled to terminate this Contract, nor shall any party have any claim to the damages against the other in respect of such non-performance or delay in performance,



**BHARAT SANCHAR NIGAM LTD.**

provided that notice of happening, of any such event is given by either party to the other within 7(Seven) days from the date of occurrence of such event.

If a Force Majeure Event occurs, the contractor shall promptly notify the Department in writing of such conditions and the cause thereof. Unless otherwise directed by the Department in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure Event.

Expected work and deliveries under this contract shall resume as soon as practicable after such event comes to an end or ceases to exist. The decision of the Deputy General Manager(Mtce),Bhubaneswar as to whether the situation has become normal or not, shall be final and conclusive.

**If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event for a period exceeding 60(Sixty) days, either party may, at his/ their option, terminate the contract.**

E-8 All the sections of the Tender document constitute integral part of this Agreement.

**In witness whereof the parties hereto have set their respective hands hereunto the day month and year herein first above written.**

Schedule refers to above.

(I) Signed and delivered by:

**(Name and Designation)**

[Seal]

for and on behalf of the Contractor M/s .....

in the presence of witnesses:

1) ..... 2) .....

(II) Signed, sealed and Delivered at ----- by the ---- for and on behalf of BSNL.

.....

**(Name and Designation)**

[Seal]

In the presence of witness:

1). ..... 2). .....