



Bharat Sanchar Nigam Limited
(A Government of India Enterprise)
O/o the Chief General Manager, BSNL Odisha Telecommunication Circle
Door Sanchar Bhawan, Bhubaneswar-751022

TENDER DOCUMENT

FOR

*Replacement of faulty spare components of C-DOT
PCBs at RRC, Bhubaneswar*

TENDER NO: AGM/RRC/PVT/CR/2014-15

| Particulars of issue of Tender Document | |
|---|-----------------------------------|
| Cost of Bid Document Rs.500/- + VAT 5% | Particulars of DD Number and Date |
| Name of the Tenderer: | |

AGM (RRC)
O/o the C.G.M., BSNL
Odisha Telecommunication Circle
Bhubaneswar-751022.

PLEASE VISIT US AT
www.orissa.bsnl.co.in

CHAPTER- 4

STANDARD TENDER ENQUIRY DOCUMENT

SECTION-1

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

O/o the Chief General Manager, BSNL Odisha Telecommunication Circle

Door Sanchar Bhawan, Bhubaneswar-751022

From: AGM (RRC)
2nd Floor, Door Sanchar Bhawan
Unit – 9, Bhubaneswar – 751 022

To:

No.AGM/RRC/PVT/CR/13-14/

Dated / /2013

Sub :- Tender documents for replacement of faulty spare components of C-DOT PCBs at RRC, Bhubaneswar.

Tender No.:AGM/RRC/PVT/CR/2014-15 issued on

Please find enclosed the tender document in respect of above mentioned tender which contains the following.

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If interested, kindly submit your bid offers physically on or before date & time specified in **Clause 6 of detailed NIT.**

AGM (RRC)
Tel: 0674-2543300,
FAX:2540011

SECTION – 1 Part A
Detailed NOTICE INVITING TENDER (DNIT)
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

O/o the Chief General Manager, BSNL Odisha Telecommunication Circle
Door Sanchar Bhawan, Bhubaneswar-751022

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Wax/ Tape sealed Tenders are invited by the Chief General Manager, BSNL, Odisha Circle, Bhubaneswar for undertaking the following works.

| Sl.No. | Name of the Item/Work | Estimated value (Rs.) | Bid Security/EMD Amount for the tender |
|--------|---|-----------------------|--|
| 1 | Replacement of faulty spare components in PCBs of C-DOT exchanges at RRC, Bhubaneswar | Rs.9,00,000/- | Rs.18,000/- |

2. Purchase of Tender Document: Tender document can be obtained by downloading it from the website. "www.orissa.bsnl.co.in".

2.1 The bidders downloading the tender document are required to submit the tender fee amount through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. The DD/ banker's cheque shall be drawn from any Nationalized/Scheduled Bank in favour of **Accounts Officer (A&P), O/o the C.G.M. BSNL, Odisha Circle** and payable at **Bhubaneswar**".

2.2 The tender documents shall be issued free of cost to MSE bidders on production of requisite proof in respect of valid certification from MSME for the tendered item.

3.0 Availability of Tender Document: The tender document shall be available for downloading from 22/11/2013 onwards up to 20/12/ 2013 from 11-00 Hrs to 17-00 Hrs on all working days of this office.

3.2 Tenders invited shall also be available for sale and can be had from Sub-Divisional Engineer (RRC) O/o C.G.M. BSNL 2nd Floor, Door Sanchar Bhawan, Unit-IX, Bhubaneswar-751 022 " against payment of Tender fee of Rs525/- which will be payable in the form and in the name of person stated in clause 2.1 above.

Note 3: The Tender document shall not be available for download on its submission/ closing date.

4. Eligibility Criteria: - The bidder should have

- (a) The bidder must have on its roll at least five nos. of skilled ITI/ Polytechnic qualified technical personnel to perform replacement of component works. A certificate signed by the Bidder, certifying to the above effects is required to be submitted.
- (b) The bidder must have an experience having executed works for a minimum amount of Rs. 2 lakh each in last two financial years i.e. 2011-2012 and 2012-2013. He/She has to furnish number of works executed with cost particulars duly certified by an officer not below the rank of Dy. General Manager or equivalent rank. Here, "**Work**" means replacement of faulty components /repairing of CDOT PCBs.
- (c) Registration certificate of Central Labour license.
- (d) Valid PAN No.
- (e) Valid Service Tax Registration Certificate No or exemption certificate No.

- (f) EPF and ESI registration certificate if applicable as per EPF Act. If not applicable a undertaking to this effect must be submitted.
- 4.1 The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self attested by the bidder.

5. Bid Security/EMD:

- 5.1 The bidder shall furnish the bid EMD in one of the following ways:-
 - (a) Demand Draft/ Banker's cheque drawn in favour of **Accounts Officer (A&P), O/o the C.G.M. BSNL, Odisha Circle** and payable at **Bhubaneswar**.
 - (b) Bank Guarantee from a scheduled bank drawn in favour of the Chief General Manager BSNL, Odisha Circle, Bhubaneswar which should be valid for 150 + 30=180 days from the tender opening date.

5.2 The MSE/NSIC units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME/NSIC for the tendered item.

6. Date & Time of Submission of Tender bids: on or before 11 Hrs & 21/12/2013 (state time & date of receipt of tender) e.g. "hh: mm of dd/mm/2013".

Note 4: In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

7. **Opening of Tender Bids:** After 15:00 Hours of this tender closing time & on same date.

8. Place of opening of Tender bids:

8.2 Tenders invited through manual bidding process, authorized representatives of bidders (i.e. vendor organization) can attend the TOE at RRC (C-DOT), 2nd Floor, Room No. 208, Door Sanchar Bhawan, Unit-9, Bhubaneswar.

- 9. Tender bids received after due time & date will not be accepted.
- 10. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
- 11. The "C.G.M. BSNL, Odisha Circle, Bhubaneswar" reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.
- 12. The bidder shall furnish a declaration in his tender bid that no addition /deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.
- 12.1 In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily.

Note 5: All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note 6: All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

SECTION – 1 (Part B)

NEWS PAPER N.I.T. (NNIT)

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/o the Chief General Manager, BSNL Odisha Telecommunication Circle
Door Sanchar Bhawan, Bhubaneswar-751022

NOTICE INVITING TENDER

Tender No.AGM/RRC/PVT/CR/2014-15

dated / /2013

Sealed tenders are invited by the Chief General Manager, BSNL, Odisha Circle, Bhubaneswar from the prospective bidders for the following work:

| Name of the work | Quantity | Estimated cost in Rs. |
|---|----------------------------------|-----------------------|
| Replacement of faulty spare components in PCBs of C-DOT exchanges at RRC, Bhubaneswar | Approximate 10000 PCBs per annum | Rs.9,00,000/- |

Last date of receipt of tender is 21/12/2013 up to 11.00 Hrs.

For further detailed information, kindly visit our website www.orissa.bsnl.co.in

SDE (RRC)

Tel. No-2543300, FAX No 2540011

SECTION- 2

Tender Information

1. Type of tender- :

- a) No. of Bid Submission Stages for tender: **Single Stage.**
- b) No. of Envelopes for submission of Bids: **Two Nos.**

Note 4:- The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.

2. **Bid Validity Period / : 150 days from the tender opening date. Validity of bid Offer**

3. In case of tenders invited under two envelopes system, the first envelope will be named as techno-commercial & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelop will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents :-

a) **Techno-commercial envelope** shall contain :-

- i) EMD
- ii) Cost of the tender documents i.e. tender fee.
- iii) Certificate(s) showing fulfilment of the eligibility criteria(s) stated in Clause 4 of the DNIT
- iv) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A
- v) Integrity Pact (if applicable)
- vi) Clause by clause compliance as per clause 11.2 of Section-4A
- vii) Bidder's Profile & Questionnaire duly filled & signed.
- viii) Non-Relation Certificate duly filled & signed.
- ix) Undertaking & declaration duly filled & signed
- x) Documents stated in clause 10 of Section-4 Part A.
- xi) Tender documents duly signed at the end of each section for having read it & accepted it.
- xii) Tender/ Bid form- Section 9 Part A

b) **Financial envelope** shall contain:

- i) Bid form- Price Schedule (Section 9 Part –B) duly filled & signed.

5. **Payment terms**

- 5.1 All the bills shall be payable by A.O. (A&P), O/o the CGM, BSNL, Odisha Circle, Bhubaneswar as per the accepted and approved rates for the replacement work.
- 5.2 The contractor will submit the bills on monthly basis, who shall make arrangements to get the bills verified and get the payments done within 30 days. The penalty, if any, shall be deducted from the sums due.
- 5.3 The following certificate given by SDE (I/C), RRC must be enclosed along with the bill.
 - (a)Nos. of C-DOT cards are repaired. The cards are tested and found OK in all respect.
 - (b) No delay was experienced in replacement of faulty components and the work of the tenderer is satisfactory.
 - (c) No damage to other components has been done by the tenderer, during execution of work.
 - (d) In case less than 800 cards are replaced in a month the same may be noted and the cause of the delay may be mentioned clearly.

SECTION- 3 Part A

SCOPE OF WORK

A. General :

The contractor shall carry out replacement of faulty spare components of C-DOT PCBs for **two years** from the date of agreement as per terms and conditions mentioned. The contract shall remain in force initially for two years from the date of commencement. However it may be renewed for further period of another one year on the same rates, terms and conditions.

B. Scope of Work:

- (i) C-DOT cards becoming faulty at various exchanges of Odisha Telecom Circle are brought to R.R.C., Bhubaneswar for repair.
- (ii) In order to bring these cards into normal working conditions, it is necessary to replace the faulty component(s) detected in diagnosis / testing by new one. The new spare components shall be supplied by Regional Repair Centre, Bhubaneswar to the Contractor for replacement work.
- (iii) The Contractor will provide technical experts/skilled workers, who will perform the component(s) replacement work, with utmost care and skill so that, no damage is made to other components, situated near to faulty components on PCB.
- (iv) Consumables for component replacement works like good quality resin, soldering materials, soldering pad, soldering / desoldering machine etc. shall be arranged by the Contractor.
- (v) First the faulty parts of C-DOT cards shall be removed by soldering iron. Then the new components shall be placed in place of faulty components supplied by R.R.C, Bhubaneswar. Further the cards are to be tested again in order to bring them in perfect working condition which may necessitate replacement of same position more than once. The replacement of components are continued till the PCB is tested OK.

SECTION-3 Part C

SCHEDULE OF REQUIREMENTS (SOR)

| SL.NO. | GOODS/SERVICES | QUANTITY | Unit of Measurement (Km/kg/No.etc.) |
|--------|----------------|----------|-------------------------------------|
| | | | |
| | NA | | |
| | | | |

Note : Bidder shall furnish the detailed Bill of Material (BOM) for each SOR item mentioned above. The detailed Bill of Material should clearly mention all the components including quantities, constituting the SOR item. The priced Bill of Material should be submitted in the envelope containing the price bid and unpriced Bill of Material should be submitted in the envelope containing the techno-commercial part. There should not be any difference in the items and quantities in the priced and the unpriced BOMs.

SECTION-4 Part A

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1.0 DEFINITIONS

- (a) **"The Customer"** means the CGM, BSNL, Odisha Circle, Bhubaneswar.
- (b) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid.
- (c) **"The Contractor"** means the individual or firm supplying the service under the contract.
- (e) **"The Advance Purchase/Work Order"** or **"Letter of Intent"** means the intention of Customer to place the PO/WO on the bidder.
- (f) **"The Purchase/Work Order"** means the order placed by the Customer on the bidder signed by the Customer including all attachments and appendices thereto and all documents incorporated by reference therein. The Work Order shall be deemed as **"Contract"** appearing in the document.
- (g) **"The Contract Price"** means the price payable to the Contractor under the Work Order for the full and proper performance of its contractual obligations.
- (j) **"Successful Bidder(s)"** means the bidder(s) to whom work in this tender is awarded.

2.0 ELIGIBILITY CONDITIONS:

- 2.1 Kindly refer to clause 4 of Section – 1 i.e. Detailed NIT.

3.0 Cost of Bidding

- 3.1 The bidder shall bear all costs associated with the preparation and submission of the bid. The Customer will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.0 DOCUMENTS REQUIRED

- 4.1 The service required, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.
- 4.2 The Bidder is expected to examine all instructions, forms, terms and conditions in the Bid Documents and clarifications/amendments/addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5.0 Clarification of Bid Documents

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Customer in writing by FAX or by Email of the Customer as indicated in the invitation of Bid. The Customer shall respond in writing to any request for the clarification of the Bid Documents, which it receives **21 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and

clarifications by the Customer shall be sent to all the prospective bidders who have received the bid documents.

- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6. Amendment of Bid documents:

- 6.1 The Customer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 6.2 The amendments shall be notified in writing by FAX or Email or by Addendum to all prospective bidders on the address intimated at the time of purchase of bid document from the customer and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the Customer may, at its discretion, extend the deadline for the submission of bids suitably.

7.0 DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall ensure availability of the following components:

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10.
- (b) Bid Security furnished in accordance with Clause 12.
- (c) A Clause by Clause compliance as per clause 11.2 ©.
- (d) A Bid form and price schedule completed in accordance with clause 8 & 9.

8.0 BID FORM

- 8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the services to be provided, brief description of the services and prices as per Section- 9.

9.0 BID PRICES

- 9.1 The bidder shall give the total composite price i.e. the contract price for the work inclusive of consumables such as resin, logistics, soldering materials required for component replacement works such as soldering/desoldering machines/workstations and labour. The contract price for the work shall also include all the duties/ levies except Service Tax. The Service Tax if applicable should be shown separately.
- 9.2 The prices quoted by the bidder shall remain firm and final during the entire period of contract and shall not be subjected to variation on any ground. Incomplete and/or conditional quote shall not be considered.
- 9.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.5 "DISCOUNT if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.

- a) Documentary proof of applicable rate of Service Tax.
- b) Undertaking duly signed by front bidder and its technology/ consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally as per clause 12.7(c).
- c) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34.
- d) Power of Attorney as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c).
- e) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
- f) Additional documents to establish the eligibility and qualification of bidder as specified in Section-I and Section-4 Part B.
- g) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- h) Documentary evidence in respect of (i) Availability of skilled manpower on roll (ii) A certificate signed by Chief of the organization to the effect that at least five nos. of skilled ITI/ Polytechnic man power in their roll.
- i) Service Tax Registration certificate if applicable based on turnover of the firm (turnover up to 10 Lakhs per annum S.Tax is exempted. If not required a declaration to this effect must be submitted.

10.2 Documentary evidence for financial and technical capability

- a) The bidder shall furnish documentary evidence about technical to perform the contract.

10.3 In order to enable the Customer to assess the proven-ness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.

11.0 DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BID DOCUMENTS

11.1 Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all services which he proposes to undertake under the contract.

11.2 The documentary evidences of the "services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:

- (a) A list, giving full particulars including available sources for the proper and continuous functioning of the services for a period of three years following commencement of use of the services by the customer, and
- (c) A clause-by-clause compliance on the customer's Commercial Conditions demonstrating substantial responsiveness to the Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Scope of Work, (Section-3 Part

A) & General (Commercial) Conditions, (Section- 5 Part A) shall not be considered.

11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2 (c) above, the bidder shall note that the standards for the workmanship are intended to be descriptive only and not restrictive.

12.0 BID SECURITY / EMD

12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).

12.2 The MSE bidders are exempted from payment of bid security:

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- c) If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.

12.4. A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Customer being non-responsive at the bid opening stage and returned to the bidder unopened (for manual bidding process).

12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to clause 13.

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of contractual obligation.

12.7 The bid security may be forfeited:

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
- b) In the case of successful bidder, if the bidder fails to sign the contract in accordance with clause 28;
- (c) The front bidder shall submit an irrevocable undertaking in non-judicial stamp paper of appropriate value duly signed by it and its technology/ consortium partner stating that both of them i.e. the front bidder and its technology/ consortium partner shall be liable for due performance of the contract jointly and severally, failing which both of them shall be liable to be barred from participating in future tenders/EOIs/ RFPs of BSNL for a period of two years.

13.0 PERIOD OF VALIDITY OF BIDS

13.1 Bid shall remain valid for period specified in clause 2 of Tender Information. A bid valid for a shorter period shall be rejected by the customer being non-responsive.

13.2 In exceptional circumstances, the customer may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

14.0 FORMAT AND SIGNING OF BID

14.1. The bidder shall submit his bid, through sealed envelopes physically complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, by hand signatures by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

Note:- The Customer may ask the bidder(s) to supply, besides original bid, additional copy of bids as required by him.

14.2. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

14.3 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

15.0 SEALING AND MARKING OF BIDS

15.1 The bid should be submitted as per Clause 3 of tender information.

15.1.1 The bids is called under

- a) Single Stage Bidding & Two Envelope System

The details of sealing & marking of bids is given below:

15.1.2 In Single stage bidding & two envelopes system, the bidder shall submit his bid in two envelopes;

The First envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per clause 2 & 10 with Bid Security as per Clause 12. Second envelope will be named as Financial bid containing Price Schedules as per Section 9 Part B(I) .The cover of first envelope shall contain the 'Original Copy' of the Techno-commercial bid, subject to clause 14.2, duly marked ' TECHNO-COMMERCIAL BID '. The cover of second envelope shall contain the 'Original Copy' of the financial bid, subject to clause 14.2, duly marked ' FINANCIAL BID '. Both the envelopes should be

sealed separately and further kept in a single main envelope under the personal seal of the bidder.

- 15.2 a) The envelopes shall be addressed to the Customer inviting the tender at the following address.
Assistant General Manager (RRC)
O/o the Chief General Manager, BSNL
Odisha Telecom Circle, Room No.208
2nd Floor, Doorsanchar Bhawan, Bhubaneswar-751022
- b) The envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- c) The inner and outer envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- d) Tender should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- e) Bids delivered in person on the day of tender opening shall be delivered up to specified time & date as stated in NIT to AGM(RRC) at the venue (address is given in clause 15.2 (a) above). The Customer shall not be responsible if the bids are delivered elsewhere.
- f) Venue of Tender Opening:
(i) Room No.208, 2nd Floor, Doorsanchar Bhawan, Bhubaneswar-751022
If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently on Room No.208, 2nd Floor, Doorsanchar Bhawan and notice board.
- 15.3 If both the envelopes are not sealed and marked as required at para 15.1 and 15.2, the bid shall be rejected.

16.0 SUBMISSION OF BIDS

- 16.1. Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of Section-I i.e. DNIT.
- 16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
- 16.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all or some of the systems/ equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

17.0 LATE BIDS

- 17.1 No bid shall be accepted either online or physically after the specified deadline for submission of bids prescribed by the Customer.

18 MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 18.2 The bidder's modification, revision or withdrawal shall have to be physically as per clause 15.
- 18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19.0 OPENING OF BIDS BY PURCHASER

- 19.1 The customer shall open bids physically in the presence of the authorized representatives of bidders physically present who chose to attend, at time & date specified in Clause 7 of D NIT(Section-1) on due date. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section-7 C).
- 19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee
- (i) In Single stage bidding & two envelopes system; the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to AGM (RRC) O/o CGM BSNL, Odisha, BBSR for retention. Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/authorized representatives by sending them a suitable notice.
 - (ii) The following information should be read out at the time of Techno-commercial bid opening:-
 - a) Name of the Bidder
 - b) Name of the item/Work
 - c) EMD amount & validity and acceptability
 - d) Information in respect of eligibility of the bidder.
 - e) Details of bid modification/ withdrawal, if applicable.
 - (iii)The following information should be read out at the time of Financial bid opening:-
 - a) Name of the Bidder
 - b) Name of the item/Work
 - c) Quantities/prices quoted in the bid
 - d) Discount, if offered
 - e) Taxes & levies
- 19.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

20.0 CLARIFICATION OF BIDS

- 20.1 To assist in the examination, evaluation and comparison of bids, the customer may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the customer at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21.0 PRELIMINARY EVALUATION

- 21.1 Customer shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted in column 12 does not tally with its breakup quoted in col. 4, 6, 8, 10 & 11, the same shall be corrected by summing up the breakups. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the customer.
- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of the errors, its bid shall be rejected.
- 21.4 Prior to the detailed evaluation pursuant to clause 22, the Customer will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material/service deviations. The customer's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 A bid, determined as substantially non-responsive will be rejected by the customer and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6 The Customer may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material/service deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 22.1 The Customer shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods/services offered inclusive of taxes as arrived in Col. 3 of the price schedule in the Section-9 Part B (I) of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above.

23.0 CONTACTING THE PURCHASER

- 23.1 Subject to Clause 20, no bidder shall try to influence the Customer on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 23.2 Any effort by a bidder to modify its bid or influence the customer in the customer's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

24.0 PLACEMENT OF ORDER

- 24.1. The Customer shall consider placement of orders for commercial supplies/services only on those eligible bidders whose offers have been found technically, commercially and financially acceptable. The customer reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.3. The customer reserves the right for the placement of order of entire tendered quantity/service on the bidder with the lowest evaluated price.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

(a) BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

(b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.

(c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of Customer's action.

27. ISSUE OF ADVANCE PURCHASE ORDER

27.1. The issue of an Advance Purchase Order shall constitute the intention of the Customer to enter into contract with the bidder.

27.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section-7B.

28. SIGNING OF CONTRACT

28.1 The issue of Purchase Order shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing performance security pursuant to clause 27, the Customer shall discharge the bid security in pursuant to clause 12.

29. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Customer may make the award to any other bidder at the discretion of the Customer or call for new bids.

30. QUALITY ASSURANCE REQUIREMENTS

The bidder shall have Quality Management System supported and evidenced for periodical internal visit.

31. REJECTION OF BIDS

31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.

a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.

b) Clause 2 & 10 of Section-4 Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of Section 4 Part A are not enclosed, the bids will be rejected without further evaluation.

c) Clause 11.2 (c) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.

d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.

e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.

f) Section-4 Part A clause 9.5 on discount which is reproduced below:-

"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".

31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4 Part A, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

32. Purchaser's right to disqualify

Purchaser reserves the right to disqualify the bidder for a suitable period (not less than one year & not more than 2 years) who habitually failed to supply the equipment/services in time. Further, the suppliers whose equipment/services does not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period (not less than one year & not more than 2 years) as decided by the purchaser.

33. PURCHASER'S RIGHT TO BAN BUSINESS DEALINGS

Purchaser reserves the right to bar the bidder from participating in future tenders/EOIs/ RFPs of BSNL for a period of two years in case he fails to honour its bid without sufficient grounds.

34. NEAR-RELATIONSHIP CERTIFICATE

- 34.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the 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 excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 34.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 34.3. The near relatives for this purpose are defined as:-
 - (a) Members of a Hindu undivided family.
 - (b) They are husband and wife.
 - (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- 34.4. The format of the certificate is given in Section 6 (B).

35. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

As per requirement of the tender's conditions, if any document / paper / certificate submitted by the participant bidder is found to be false / fabricated / tempered / manipulated at any stage during bid evaluation or award of contract, then the bid security (EMBG) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm. In case contract has already awarded to the bidder, then PBG would be forfeited and the contract would be rescind / annulled and BSNL would be at liberty to procure the ordered goods and services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm.

Note : To obviate any possibility of doubt and dispute and maintain veracity of the documents / papers / certificates, the documents conforming to eligibility part will be submitted by the participant bidder duly authenticated by the authorized signatory along with EMBG (bid security) of requisite amount and will be checked at the time of tender opening. The documents / papers to be submitted in respective bid part will be explicitly mentioned in clause- 31(vii) of Section-4 Part A. This bid part already signed by the authorized representative of the bidder company during bid submission) will be signed by the in charge of the tender opening team and will be kept preserved along with the bid submitted online. In case of any dispute these papers will be treated as authentic one.

36. Security Clause as per latest guidelines and requirement

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed.

SECTION-4 Part B

SPECIAL INSTRUCTIONS TO BIDDERS

The Special Instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in Section-4 Part A i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB), the provisions herein shall prevail.

1. Eligibility Conditions

Eligibility conditions for each tender shall be framed on case-to-case basis and shall be got approved from the tender approving authority. Some hints on framing of eligibility conditions are given below:

The eligible bidders should be Indian companies registered to manufacture/provide service the tendered item/work in India, having obtained clearance from Reserve Bank of India wherever applicable.

- a. The contractor must satisfy the Customer regarding the availability of trained manpower and required equipments for replacement of faulty components in C-DOT PCBs.
- b. The contractor will not be allowed to use any non-conventional / out dated machineries for replacement works which may affect the quality of work and health of PCBs.
- c. For security reasons, persons engaged by the bidder for replacement works must have identity cards and are required to sign in the necessary register as advice from time to time.
- d. BSNL has no liability whatsoever for appointment / absorption / regular employment of the workforce if any engaged by the tenderer.

2. Bid Security

The bank guarantee/DD for bid security or Micro & Small Enterprise (MSE) registration certificate for claiming exemption from submission of bid security, as prescribed in clauses 12.1 & 12.2 of Section-4 A of the bid document should be submitted by the bidder in a separate cover. The bank guarantee/DD so submitted shall be as per the format given in Section-7 A on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.

3. Distribution of Quantity/Work

(i) The Customer intends to limit the number of technically and commercially responsive **1 (One)** bidder from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The distribution of the quantity/work shall be as given in Table 1 below.

Table 1(A) (Without provisions for MSE Units)

No. of Bidders to be approved – **One** bidder **100%**

SECTION-5 Part A

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general condition shall apply in contracts made by the customer for the procurement of goods/services.

2. STANDARDS

The goods/services supplied under this contract shall conform to the standards prescribed.

3. PATENT RIGHTS

The bidder shall indemnify the customer against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network.

4. PERFORMANCE SECURITY

4.1 All bidders (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the customer for an amount equal to 5% of the value of Advance purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser.

4.2 The proceeds of the performance security shall be payable to the customer as compensation for any loss resulting from the bidder's failure to complete its obligations under the contract.

4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in 'Section-7B of this Bid Document.

4.4 The performance security Bond will be discharged by the customer after completion of the supplier's performance obligations including any warranty obligations under the contract.

5. INSPECTION AND TESTS

5.1 The Customer or its representative shall have the right to inspect and test the goods/works as per prescribed test schedules for their conformity to the specifications.

5.2 Should any inspected or tested goods fail to conform to the specifications the customer may reject them and the bidder shall either replace the rejected goods or make all alterations necessary to meet Specification / requirements free of cost to the customer.

6. DELIVERY AND DOCUMENTS

6.1 Delivery of the goods/services and documents shall be made by the bidder in accordance with the terms specified by the customer in its schedule of requirements and special conditions of contracts.

6.2 The delivery of the goods and documents shall be completed within time frame.

7. TRAINING

7.1 The bidder shall provide training for maintenance staff of the customer free of cost where required.

8. INCIDENTAL SERVICES

The bidder may be required to provide any or all of the following services :

(a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods/services;

(b) Furnishing of tools required for assembly and/or maintenance of supplied Goods/services;

(c) Performance of supervision or maintenance and/or repair of the supplied services, for a period of time agreed by the parties.

11. PAYMENT TERMS

11.1 Payment shall be made to the bidder as stated in clause 5 of Section -2 (Tender Information). Further the bidder is required to furnish payment particulars of the staff engaged in BSNL while preferring bills.

11.5. The bidder has to give the mandate for receiving payment costing Rs.5 lakhs and above electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/supplier. The bidder company is required to give the following information for this purpose:-

(a) Beneficiary Bank Name:

(b) Beneficiary branch Name:

(c) IFSC code of beneficiary Branch

(d) Beneficiary account No.:

(e) Branch Serial No. (MICR No.):

12. PRICES

12.1 Prices charged by the bidder for services performed under the contract shall not be higher than the prices quoted by the bidder in its Bid.

13. CHANGES IN PURCHASE ORDERS

13.1 The customer may, at any time, by a written order given to a bidder, make changes within the general scope of the contract in any one or more of the following:
(a) the services to be provided by the bidder.

13.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

14. SUBCONTRACTS

The bidder shall notify the customer in writing of all subcontracts awarded under this contract if not already specified in its bid. Such notification, in its original bid or later shall not relieve the bidder from any liability or obligation under the Contract.

15. DELAYS IN THE SUPPLIER'S PERFORMANCE

15.1 Delivery of the performance of the services shall be made by the bidder in accordance with the time schedule specified by the customer in its purchase order. In case the service is not completed as indicated in the Purchase Order, customer reserves the right to short-close/ cancel this purchase order and/ or recover penalty.

15.2 Delay by the Bidder in the performance of its delivery of service obligations shall render the Bidder liable to any or all of the following sanctions:

- (a) forfeiture of its performance security,
- (b) imposition of penalty, and/ or
- (c) Short closure of the contract in part or full and/ or termination of the contract for default.

15.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of performance of service, the supplier shall:

- (a) Promptly notify to the Customer in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, the Customer shall evaluate the situation and may at its discretion extend the period for performance of the contract.

16. PENALTY

16.1 The replacement works will be done on daily basis as per monthly target which is 800 nos. per month. If the contractor fails to meet the target, necessary penalty will be imposed on the contractor @ 40% of the agreed replacement value of the cards to the extent of falling short of 800 cards per month. For example, in case the contractor repairs 700 cards in a month penalty has to be imposed on 100 (i.e. 800-700) cards.

17. FORCE MAJEURE

17.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 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/penalty against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

18. TERMINATION FOR DEFAULT

18.1 The Customer may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate this contract in whole or in part

- (a) if the bidder fails to perform any other obligation under the contract.
- (b) if the supplier, in either of the above circumstances, does not remedy its failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

19. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

20. ARBITRATION

20.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CMD, BSNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CMD, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CMD or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CMD or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. There will be no objection to any such appointment on the ground that the arbitrator is a 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 a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CMD, BSNL or the said officer shall appoint another person to act as an 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.

20.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the 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 proceeding under this clause. 20.3 The venue of arbitration shall be BSNL CO New Delhi and/or Circle/SSA HQ or the office of the Arbitrator situated at New Delhi or at the respective Territorial Circle/SSA HQ ,as the case may be.

21. SET OFF

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL.

22. INTIMATION OF SUPPLY STATUS

The bidders, who are given Purchase Orders, must give the details of the supplies/works made against all the Purchase Orders every month on the first working day of the following month to the concerned User Branches of BSNL.

23. DETAILS OF THE PRODUCT

The bidder should furnish the name of its collaborator (if applicable).

24. FALL CLAUSE

24.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 12.1 of Section-5A. Further, if at any time during the contract

(a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service;

And / or

(c) The prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract.

25. COURT JURISDICTION

25.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.

25.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

“This Contract/ PO is subject to jurisdiction of Court at **Bhubaneswar/Cuttack** only”.

26. General Guidelines:-

“The General guidelines as contained in Chapter 5, 6 and 8 of General Financial Rules as amended from time to time on works, procurement of goods and services and contract management respectively shall also be referred to as guiding principles”.

SECTION-6

UNDERTAKING & DECLARATION

6(A) - For understanding the terms & condition of Tender & Spec. of work

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

.....

Signature of Tenderer

Place:

Name of Tenderer
Along with date & Seal

6 (B) – NEAR-RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given as per the clause 34.4 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

The format of the certificate to be given is

"I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me."

Signature of the tenderer
With date and seal

SECTION- 7

PROFORMAS

7(A) For the BIDSECURITY/ EMD Guarantee

(To be typed on Rs.100/- non-judicial stamp paper)

Sub: Bid Security/EMD guarantee.

Whereas M/s
R/o (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./- (hereafter known as the "B. G. Amount") valid upto/...../ 20..... (hereafter known as the "Validity date") in favour of the Chief General Manager, BSNL Odisha Circle, Bhubaneswar (A (Hereafter referred to as BSNC) for participation in the tender of work of vide tender no.
Now at the request of the Bidder, We
Bank Branch
having
(Address) and Regd. Office address
as
..... (Hereinafter called "the Bank") agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNC by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNC in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
3. We undertake to pay to the BSNC any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNC Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNC that the BSNC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNC against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNC or any indulgence by the BSNC to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNC under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNC demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "**AO (A&P) O/o CGM BSNL Odisha Circle**, payable at **Bhubaneswar**."
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank
 Authorized Power of Attorney Number:
 Name of the Bank officer:
 Designation:
 Complete Postal address of Bank:

 Telephone Numbers
 Fax numbers

7(B) For the Performance Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

Sub: Performance guarantee.

Whereas Chief General Manager BSNL Odisha Circle, Bhubaneswar (hereafter referred to as BSNC) has issued an APO no. Dated/...../20.... awarding the work of to M/s R/o (hereafter referred to as "Bidder") and BSNC has asked him to submit a performance guarantee in favour of the CGM, BSNL Odisha Circle, Bhubaneswar of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date") Now at the request of the Bidder, We BankBranch having (Address) and Regd. office address as (Hereinafter called "the Bank") agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNC that if in the opinion of the BSNC, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNC the said sum limited to P.G. Amount or such lesser amount as BSNC may demand without requiring BSNC to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNC shall be conclusive as regards the liability of Bidder to pay to BSNC or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNC regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNC shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNC against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNC or any indulgence by BSNC to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNC under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNC demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (A&P) O/o CGM BSNL, Odisha Circle" payable at Bhubaneswar.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

7 (C) For Letter of Authorization for attending Bid Opening Event.

(To be typed preferably on letter head of the company)

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the tender no. in respect of (Item of work) which is due to open on (date) in the Meeting Room, O/o

We hereby authorize Mr. / Ms.& Mr. / Ms..... (alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....
Signature of the Representative

.....
Name of the Representative

Signature of Bidder/ Officer authorized to sign on behalf of the Bidder

.....
Signature of the alternative Representative

.....
Name of the alternative Representative

Above Signatures Attested

Note 1: Only one representative will be permitted to attend the Bid opening

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

7(D) Model Amendment Letter Intimating Conditions for Extension of Delivery Period

(Refer to Appendix (i) to clause 15.3 of Section-5 Part A)

Registered A Due

Address of the purchaser

To

M/s

.....

Sub: This office contract no..... dated placed on you for supply of

.....

Ref : Your letter no..... dated

We are in receipt of your letter, wherein you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning.

In view of the circumstances stated in your above referred letter, the time of delivery can be extended from _____ (original/ last delivery period) to _____ (presently agreed delivery period) subject to your unconditional acceptance of the following terms and conditions:

1. That, liquidated damages shall be levied in accordance with agreed clause 16.2 & 16.3 Section-5 Part A of terms and conditions of the tender/ PO.
2. That, notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section-5 Part A.
3. That, the prices during this extended delivery period shall be provisional and shall be governed as per agreed clauses 12 and 24 of Section 5 Part A and shall be finalized in accordance with the current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.) from the date of its opening, on whichever is lower basis.
4. An additional BG of Rs. _____ in accordance with clause 15.3, Section- 5PartA of the contract with validity up to _____.
5. An undertaking as required vide clause 24.3, Section-5A. Otherwise furnish the details as requisite in clause 24.4 section 5 Part A" Please intimate your acceptance of this letter along with the additional BG within ten days of the issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you. This letter shall form part and parcel of the agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,

(.....)

for and on behalf of.....

Note : The entries which are not applicable for the case under consideration are to be deleted.

7(E)- Model Amendment Letter for Extension of Delivery Period

Appendix (ii) to clause 15.3 of Section-5 Part A

Registered Acknowledgement Due
Address of the purchaser

To

M/s
.....

Sub : This office contract no..... dated placed on you for supply
of

Ref : 1. Your letter no dated requesting DP extension
2. This office letter no dated intimating conditions for DP extension
3. Your letter no dated accepting the conditions for DP extension

In your above letter under reference (1), you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning. The terms and conditions for extension of delivery period were conveyed to you vide this office letter under reference (2).

In view of the circumstances stated in your above referred letter, and upon your unconditional acceptance of the terms and conditions of this extension vide your letter under reference (3), the time of delivery is hereby extended from _____ (last delivery period) to _____ (presently agreed delivery period) on the terms and conditions in letter under reference (2) above and agreed by you vide letter under reference (3) i.e.:

- (a) Liquidated damages shall be levied in accordance with agreed clause 16.2 & 16.3 Section-5 Part A of terms and conditions of the tender/ PO.
- (b) Notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery/ completion of work shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section- 5 Part A.
- (c) The prices during this extended delivery period shall be governed as per clauses 12 and 24 of Section-5 Part A and shall be finalized in accordance with current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.) from the date of its opening, on whichever is lower basis.

The letters under reference above and this letter shall form part and parcel of agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,

(.....)
for and on behalf of.....

Copy to :

.....
.....
(All concerned)

Note:- The entries which are not applicable for the case under consideration are to be deleted.

SECTION- 8

Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:

2. Present Correspondence Address

.....

 Telephone No. Mobile No.
 FAX No.

3. Address of place of Works/
 Manufacture

.....
 Telephone No. Mobile No.

4. State the Type of Firm: Sole proprietor-ship/partnership firm /
 (Tick the correct choice): Private limited company.

5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

| S. No | Name | Father's Name | Designation |
|-------|------|---------------|-------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

6. Name of the person authorized to enter into and execute contract/
 agreement and the capacity in which he is authorized (in case of
 partnership/ private Ltd company):

.....

7. Permanent Account No. :

8. Details of the Bidder's Bank for effecting e-payments:

- (a) Beneficiary Bank Name:.....
- (b) Beneficiary branch Name:.....
- (c) IFSC code of beneficiary Branch.....
- (d) Beneficiary account No.:.....
- (e) Branch Serial No. (MICR No.):.....

9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Bhubaneswar? If so state its Address

.....
.....

B) Questionnaire

1. Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No.

1.1 If Yes, Give details

.....
.....

2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.

2.1 If Yes, Give details

.....
.....

3. Kindly indicate the maximum Quantity of tendered material which you are capable of supplying within the scheduled delivery period.

| Name of the tendered Item | Qty that can be supplied by the firm within scheduled delivery period. |
|---------------------------|--|
| | |
| | |
| | |

4. Suggestion for improvement of the tender document.

.....
.....
.....

Place.....

Date

Signature of contractor

Name of Contractor

SECTION-9 Part-A

BID FORM

To

From,

.....
(complete address of the purchaser)
.....
.....

.....
(complete address of the Bidder)
.....
.....

Bidder's Reference No:.....Dated.....

Ref: Your Tender Enquiry No.dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. dated the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period ofdays from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 20...

Signature

Witness

Name

Signature.....

In the capacity of

Name

Duly authorized to sign the bid for and on

Address

behalf of

SECTION-9 Part-B

Part I - Price Schedule

TENDER No: AGM/RRC/PVT/CR/14-15

Dated

Date and Time of opening of Tender:at 16:00 Hrs.

Price Quotation and other details for replacement of components in C-DOT PCBs at RRC, Bhubaneswar

Dear Sir,

1. Having examined the scope of work, terms and conditions of this tender/ bid document, we, hereby offer to undertake execute the contract for replacement of component work in C-DOT PCBs in conformity with the clause 9 (Section-IV Part-A) for the rates as mentioned below:

| Sl.No. | Details | In figures (Rs.) | In words |
|--------|--------------|------------------|----------|
| 1 | Rate per PCB | | |

2. We accept to submit the performance security in the form of bank guarantee at the time of signing of each contract, in conformity with clause 4 (Section-5 Part-A).
3. We agree to abide by this bid for a period of 2 years from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time till expiry of this period. We understand that customer is not bound to accept the lowest or any bid, received in the tender.

Dated this day of 2013

Signature

In capacity of
(Duly authorized to sign the bid for and on behalf of bidder)