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

**Office of the Divisional Engineer, Cxl. mtce, ETR;**

**CUTTACK.**

**Tender for supply of OFC Cleavers**

**Tender No. DE CXL(m) ETR CK/13-14/03**

**D.2.12.2013**

**Approximate Cost- Six lakhs**

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

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

**Office of the Divisional Engineer, CXL. mtce, ETR;**

**3rd floor, Telephone Bhawan, B. K. Road; CUTTACK-753001**

**Tender for Supply of OFC Cleavers**

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

**Office of the Divisional Engineer, CXL mntce, ETR;**

**3rdfloor, Telephone Bhawan, B. K. Road; CUTTACK-753001**

# NOTICE INVITING TENDER

**No. ETR/DE CXL(m)-CK/ TENDER/2013-14/3 Date.02.12.13**

Sealed Tenders in the prescribed format are invited by Divisional Engineer,CXL(Mtce), ETR; Cuttack on behalf of Deputy General Manager(Mtce),Eastern Telecom.Region, Bharat Sanchar Nigam Limited, Bhubaneswar from registered manufacturers/authorized distributors/dealers for supply of branded OFC Cleavers as specified in the Tender Document. The details of tender are:-

|  |  |
| --- | --- |
| Issuing Office | Bharat Sanchar Nigam Limited,  Office of The Divisional Engineer,CXL(Mtce),ETR, BSNL;  3rd Floor, Telephone Bhawan, B.K.Road; CUTTACK-753001 |
| Items to be procured | OFC Cleavers |
| Date &Time of Issue of Tender paper | From 10.hrs of 20.12.2013to13.00hrs of 09.01.2014 |
| Date & Time of Receipt of Tender | up to 15.00 Hrs. of 10.01.2014 |
| Date & Time of Opening the Tender | 10.01.2014 at 16.00 Hrs. |
| Tender papers will be available | i) From O/O Divisional Engineer,CXl (Mtce), ETR, Telephone Bhawan;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: [**www.orissa.bsnl.co.in**](http://www.orissa.bsnl.co.in)but a bank DD be attached to the tender towards the cost of it. |
| Tender Papers to be deposited in | Sealed tender Box kept in the o/o Divisional Engineer, CXL(Mtce),Telephone Bhawan, B.K.Road; Cuttack-753001. or may be sent by Post at bidder’s risk. |
| Cost of Tender Document | Rs.500/- (Rupees Five Hundred only) |
| EMD Amount (Non-interest bearing) | Rs10,000/- (Rupees Ten thousands Only) |
| Mode of Payment | Crossed Demand Draft/Bankers’ Cheque from any Nationalized Bank. |
| Bank Draft/ Bankers’ Cheque  to be drawn in favour of | Sr. Accounts Officer O/O Deputy General Manager(Mtce),ETR,Bhubaneswar-751012, payable at Bhubaneswar only. |

1. Incase the tender opening day/date is declared as holiday/bandh day, tender will be opened at the same time on the next working day
2. The completely filled up tender documents must be deposited in the tender box kept for this purpose in the chamber of the Divisional Engineer, CXL(Mtce), Telephone Bhawan, Cuttack up to 13:00 hours of 31.12.2013. The filled-up tender documents packet may be sent to the above addressee by Reg. Post/Speed post/Courier. But it must reach within 1500hrs of closing date. The Department will not be responsible for the delay receipt. Late received packet will be rejected.
3. The envelope containing the fully-filled up tender documents should be super scribed as the supply of OFC Cleavers.
4. Tenders without proof of payment of cost of paper, Earnest Money Deposit will be rejected. Tenders without up-to-date STCC will also be rejected. Incomplete Tenders or Tenders received after the due date and time will not be considered.
5. The tenders will be opened on at16:00Hrs. in the Office of Divisional Engineer,CXL((Mtce),ETR,Telephone Bhawan, Cuttack in presence of the members of tender opening committee and the tenderers or their authorized representatives.
6. The EMD of the successful tenderer will be converted automatically into Performance Security Deposit..
7. Any queriesregarding the tender document may be clarified from the office of Divisional Engineer, CXL(Mtce),ETR , Telephone Bhawan, B.K. Road; Cuttack-1 on all working days or through e-mail to him.
8. The Divisional Engineer CXL(Mtce),Cuttack reserves the right to reject any or all tenders without assigning any reason.
9. The tender details can be seen from departmental website: **www.orissa.bsnl.co.in**  and the documents and forms can be down loaded. The forms if used for submitting the tender, must attach a DD towards the cost of tender paper.

Divisional Engineer

CXL(Mtce),ETR,

CUTTACK-753001

**DIVISIONAL ENGINEER, CXL(Mtce),ETR, Cuttack.**

**Tender for Supply of OFC Cleavers**

**SECTION A**

### **INSTRUCTIONS TO BIDDER**

#### A.INTRODUCTION:

***1.DEFINITIONS****:*

1. ”The Company” means Bharat Sanchar Nigam Limited acting on behalf of the Board and represented by the Divisional Engineer,CXL(Mtce), ETR; Cuttack.
2. ”The Bidder” means the individual or firm who participates in this tender and submit its bid.
3. ”The goods” mean OFC Cleavers with one year warranty which the bidder is required to supply to the Company under the contract.
4. ”The Letter of Intent” means the intention of purchaser to place the purchase order to the bidder.
5. ”The Purchase Order” means the order placed by the Company to the Bidder signed by the office including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase shall be deemed as “Contract” appearing in the document.
6. ”The Contract Price” means the price payable to the bidder under the purchase order for full and proper performance of its contractual obligations.

**2. ELIGIBLE BIDDER:**

1. This invitation for bids is open to all reputed manufacturers or their authorized distributors/dealers. The proof of such registration as manufacturer/authorized distributor/dealer in India shall be attached with the bid. The company will prefer those having previous experience/reputation in supply and maintenance of such goods . Certificates in this regard may be furnished and will be given weightage/preference. Company will also prefer those having their sales/service agents in Odisha.

**3. COST OF BIDDING:**

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

**B.THE BID DOCUMENTS4.BID DOCUMENTS:4.1**  The goods required, bidding procedures and contract terms are prescribed in the Bid Document .The Bid Document includes

a. Instruction to Bidders / General Condition of Contract

b. Schedule of Requirement / Technical Specification

c. Price schedule

d. Bid Form

e.. Agreement Form

f. Information about the tenderer.

* 1. The bidder is expected to examine all the instructions, forms, terms and specifications in the bid document. Failure to furnish all information required as per the Bid Document or submission of bids not substantially responsive to Bid Document in every respect will be at bidder’s risk and shall result in rejection of bid.

**5. AMENDMENT OF BID DOCUMENTS:**

**5.1)** At any time, prior to the last date of submission of bids, the company may, for any reason, whether at its own initiative or in response to clarification requested by prospective bidder modify the bid document by amendment.

* 1. The amendment shall be notified in writing or by telex or Fax to all prospective bidders on the address intimated at the time of purchase of bid document from the company and these amendments will be binding on them.
  2. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the company may, at its discretion, extend the deadline for the submission of bids suitably.
  3. The quantity mentioned in Section-B is of approximate quantity and is subject to change as per the actual requirement of the company.

**C. PREPARATION OF BIDS:**

**6. DOCUMENT COMPRISING THE BID**:

**The bid prepared by the bidder shall comprise the following components.**

**A. TECHNICAL BID:-**

**a.** Documentary evidence established in accordance with clause 2 that the bidder is eligible to bid and qualified to

perform the contract if his bid is accepted.

**b.** Bid security furnished in accordance with clause-11.

**c.** The bid form and price schedule completed in accordance with clause 7, 8 & 9 .

**7. BID FORMS:**

The bidders shall complete the bid form as per section D and the appropriate price schedule furnished in the Bid document indicating the goods to be supplied ,a brief description of the goods ,its quantity and price as per section -C.

**8. BID PRICES: ( Financial BID)**

* 1. The bidder shall give the unit prices, total bid prices it proposes to supply under the contract as per the price schedule given in section C and shall quote the prices both in words and figure.
  2. Price indicated on the price schedule shall be entered in the following manner:
  3. The price of the goods shall be quoted ***inclusive of suitable packing, insurance, and all taxes***.
  4. The bidder shall quote as per the price schedule given in section C.
  5. The basic price quoted by the bidder shall remain fixed during the entire period of contract, i.e. up to one year, and shall not increase subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as nonresponsive and liable to be rejected.
  6. The basic unit price quoted by the bidder shall be in sufficient detail to enable the Company to arrive at prices of system offered.

**9. DOCUMENT ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATION (Technical Bid):**

* 1. The bidder shall furnish, as part of his bid document establishing the bidder’s eligibility, xerox copies of the

following document shall be furnished for perusal and return before signing the contract.

a. Up to date sales tax clearance certificate

b. Credibility and experience in supplying the tendered items.

1. Bid security (EMD) as per clause 11.1
2. Sales and service support details.
3. Authorization certificate in case of dealer

f. Proof of cost of bid document i.e. bank DD, money receipt.

**10. DOCUMENT ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS**:

* 1. The bidder shall furnish, as part of his bid documents establishing the conformity of his bid to the Bid documents of all goods and services, which he proposes to supply under contract.
  2. The documentary evidence of the goods and services conforming to Bid Documents may be in the form of literature, drawings, data etc.
  3. **The bidder shall furnish a clause-by-clause compliance on the Technical Specifications and commercial conditions. In case of deviations, a statement of deviations and exceptions to the provision of the Technical specifications and commercial conditions shall be given by the bidder.**

1. **BID SECURITY: (EMD)**
   1. The Bidder shall furnish, as part of his bid, a bid security amounting Rs 10,000/-( Ten thousand only).
   2. The bid security is required to protect the Company against the risk of bidder’s conduct, which would warrant the security’s forfeiture, pursuant to clause11.7.
   3. The bid security shall be in the form of Demand Draft/Banker’s Cheque issued by a scheduled bank in favor of “*Accounts OfficerO/o D.G.M(Mtce),ETR,Bhubaneswar-751012* ” payable at Bhubaneswar.
   4. The bid not secured in accordance with clause 11.1 and 11.3 shall be rejected by the Company as non-responsive.
   5. The bid security of the unsuccessful bidder will be returned as promptly as possible.
   6. The successful bidder’s Bid Security shall be returned to the successful bidder on furnishing performance security in the form of bank guarantee valid for a period not less than 18 months.
   7. The bid security may be forfeited:
2. If bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form.
3. In case of successful bidder, if the bidder fails:

1) To sign the contract.

2) To furnish performance security.

**12.PERIOD OF VALIDITY**

* 1. Bid shall remain valid for a period of 90 days from the date of bid opening prescribed by the company. A bid valid for shorter period shall be rejected by the Company as non-responsive.
  2. In exceptional circumstances, The Company may request the Bidder’s consent for an extension to the period of bid validity .The request and responses thereto shall be made in writing .The bid security provided shall also be suitably extended. .A bidder may refuse the request without forfeiting his bid security. A bidder granting the request will not be permitted to modify his bid.

**13. FORMAT AND SIGNING OF BID :**

* 1. The bidder shall submit the original copy of the bid and shall be numbered consecutively and signed by the bidder or a person or persons duly authorised to bind the bidder to the contract. The letter of authorisation shall be indicated by written power-of-attorney accompanying the bid.. All pages of bid, excepted for unameneded printed literature shall be signed the person or persons signing the bid. The bid submitted shall be sealed properly.
  2. The bid shall not contain 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.

### **D.SUBMISSION OF BIDS**

**14. SEALING AND MARKING OF BIDS :**

1. The bidder shall seal the bid in an envelope addressed to :- **Divisional Engineer, CXL(Mtce) , ETR, 3rd Floor, Telephone Bhawan, B.K.Road; Cuttack-753001**

duly super scribed as “**Tender for Supply of OFC Cleaver**”.

The main envelope should contain two packets: one containing the “Technical bid’ and the other “Financial bid”

b) The tender will be received up to **15:00** hrs. of **Dt.31.12.2013** are to be dropped by bidder or his authorized representative in the box meant forthe purpose and kept in the office of Divisional Engineer, CXL(Mtce), ETR; Telephone Bhawan, Cuttack-1.

c) If the envelope is not sealed and marked as required, the company shall not consider the bid and same shall be rejected.

**15.SUBMISSION OF BIDS:**

* 1. Bids must be received by the Company at the address specified above not later than **15:00hrs** of **31.12.2013**
  2. The company may at its discretion extend this deadline for submission of bids by amending the bid documents in which case all rights and obligations of the company and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**16. LATE RECEIVED BIDS:**

Any bid received by the company after the deadline for submission of the bids prescribed by the company shall be rejected.

**17. MODIFICATION AND WITHDRAWAL OF BIDS :**

* 1. The bidder may modify or withdraw his bid after submission provided the written notice of the modification or withdrawal is received by the company prior to dead line prescribed for submission of bids.
  2. The bidder’s modification or withdrawal notice shall be prepared sealed, marked and dispatched as required in the case of bid submission. A withdrawal notice may also be sent by FAX but followed by signed confirmation copy post marked not later than the deadline for submission of bids.
  3. No bid shall be modified subsequent to the deadline for submission of bids.

**E. BID OPENING AND EVALUATION:**

**18.OPENING OF BIDS:**

* 1. The Company shall open the bids in the presence of the bidder or his authorised representatives who choose to attend at **16.00 hrs on 10.01.2014** The bidder’s representatives who are present shall sign the tender opening register. Authority letter to this effect shall be signed by the bidder before they are allowed to participate in the bid opening.
  2. A maximum of two representatives for any bidder shall be authorised and permitted to attend the bid opening.
  3. The bidders names, bid prices, modification, bid withdrawals and such other details as the Company, at its discretion may consider appropriate will be announced at the time of opening.

**19. CLARIFICATION OF BIDS:**

To assist in the examination, evaluation and comparison of bids, the company may, at its discretion ask the bidder for clarification of its bids. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

**20.PRELIMINARY EVALUATION :**

The Tender Opening and Evaluating committee will scrutinize the Technical bid documents that comprises his

Eligibility, If it is found that the bidder gets disqualified then the Financial bid packet will not be opened and the

Bidder will be treated unsuccessful.

* 1. Company shall evaluate the bid 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.
  2. Arithmetic errors shall be rectified on the following basis. If there is any discrepancy between the unit price and the total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the company. If there is a discrepancy between words and figure, the amount in words shall prevail. If the bidder does not accept the correction of errors, his bid shall be rejected.
  3. Prior to the detailed evaluation, the company will determine the substantial responsiveness of each bid to the bid document .For purpose of these clauses; a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Document without material deviations. The company’s determination of bid’s responsiveness is to be based on contents of the bid itself without recourse to extrinsic evidence.
  4. A bid, determined as substantially non-responsive will be rejected by the Company and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

**21.EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS :**

The Company shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 20.

**22.CONTACTING THE COMPANY :**

* 1. No bidder shall try to influence the company on any matter relating to its bid, from the time of bid opening till the time of contract is awarded.
  2. Any effort by the bidder to influence the company in the Bid evaluation, bid comparison or contract award decision shall result in the rejection of bid.

**23. AWARD OF CONTRACT :**

The company shall consider issue of orders for execution of supply, training etc on those bidders whose offers have been found technically and financially acceptable.

**24. COMPANY’S RIGHT TO VARY QUANTITIES AT TIME OF AWARD :**

**The company reserves the right at the time of award of contract to increase or decrease of quantity of goods without any change in terms and condition.**

**25. PURCHASER’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.**

The Company reserve 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 liability to affected bidder or bidders of the grounds for departmental action.

**26.AFTER SALES SERVICE OBLIGATIONS :**

* 1. The bidder shall provide requisite authorization certificate i.e. warranty/guarantee, from the original company .

**27.SIGNING OF CONTRACT :**

* 1. The issue of purchase order shall constitute the award of contract to the bidder .An agreement on the various aspects of supply of ordered goods, training etc shall be signed between the bidder and consignee/company within a fortnight from the date of purchase order.
  2. Upon the successful bidder furnishing of performance security, the company shall return its bid security.
  3. **The rates approved will be valid for a period of one year and six months from the date of issue of initial purchase order. In no ways the demand for enhancement be accepted. How ever the company may negotiate for extended term of a year or more.**

**28.ANNULMENT OF AWARD**

Failure of successful bidder to sign the agreement or execute the work shall constitute sufficient ground for annulment of award and forfeiture of the bid security in which event the company may make the award to any other bidder at the discretion of the company or call for new bids.

**F. GENERAL CONDITION OF CONTRACT**

**29. APPLICATION:**

The General condition shall apply in contracts made by the Company for procurement of spare parts.

**30. STANDARDS:**

* 1. The goods supplied under this contract shall confirm to the standard prescribed in the technical specifications.

**31. PATENT RIGHTS:**

The bidder shall indemnify the Company against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof.

**32. PERFORMANCE SECURITY :**

**32.1 The performance security is Rs20000/-.** The successful bidder after getting written information from the o/o DE

CXL(m) ETR; BSNL; Cuttack has to submit a bank surety or DD amounting of Rs20000/- drawn infavour of the

Accounts officer, BSNL, o/o DGM(m) ETR; Bhubaneswar. His previously deposited EMD will be automatically

counted to the balance amount of performance security.

* 1. The performance security bond will be discharged after completion of bidder’s performance obligations as per the agreement.

**33. INSPECTION AND TESTS:**

* 1. The equipment and accessories on receipt in company’s premises will also be tested after delivery before “taking over” and if any equipment or part thereof are found defective the same shall be replaced free of all costs to the company.
  2. If any equipment or any part thereof before it is taken over is found defective or fails to fulfill the requirements of the contract, the bidder shall make the defective equipment goods or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacement shall be made by the bidder free of all charges at site .Should it fail to do so within this time, The company reserves the discretion to reject and replace at the cost of the bidder the whole or any portion of the equipment as the case may be which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the company shall be deducted from the amount payable to bidder.

**34. DELIVERY:**

* 1. Delivery of goods and documents shall be made by the bidder in accordance with the terms specified by the company in its schedule of requirements and the goods shall remain at the risk of the bidder until delivery has been completed. The delivery of equipment shall be as per the Purchase Order.
  2. **The delivery of goods and documents shall be completed within 4 (four) weeks of receipt of the purchase order.**
  3. In case of delay beyond the delivery schedule, a penalty of 0.5% for every week's delay shall be charged upto a maximum of 5.0%.

**35. INCIDENTAL SERVICES :**

The bidder may be required to provide any incidental service as would be required from time to time.

**36. WARRANTY:**

* 1. The bidder shall warrant the goods to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specification. The bidder shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipments, inadequate contact protection, deficiencies in circuit design and /or otherwise and shall remedy such defects at his own cost when called upon to do so by the company who shall state in writing in what respect the goods are faulty. This warranty shall survive inspection or payment for, and acceptance of goods, but shall expire in respect of complaints notified prior to such date,
  2. If it becomes necessary for bidder to replace or renew any defective portion / portions of the goods under this

clause, the provisions of the clause shall apply to the portion / portions goods so replaced or renewed or until the

end of the above mentioned comprehensive warranty period, whichever may be later. If any defect is not remedied

within a reasonable time, the company may proceed to do the work at the bidder’s risk and expenses, but without

prejudice to any other rights which the company may have against the contractor in respect of such defects.

* 1. Replacement under warranty clause shall be made by the bidder free of all charges at site including freight

insurance and other incidental charges.

**37.PAYMENT TERMS :**

* 1. **90% payment shall be made only after successful Supply of the goods . The balance 10% shall be paid after the**

**3 year comprehensive warranty period**. The bills be submitted through the field unit heads/ the DE CXL(m), ETR;

Cuttack. There should be clear certificate from the units about the functioning of the goods supplied.

* 1. The company may allow the supplier, on request, to submit a BG against the 10 % security deposit amount. The BG

shall be valid for the warranty period plus one month.

**38. PRICES:**

Prices charged by bidder for goods delivered and services performed under the contract shall not be higher than the agreement price**. The quoted bid price should be inclusive of all taxes and on FOR basis**. **Price of goods to be taken by the firm under buy back, if any, should also be quoted.** Bidders can inspect the buyback systems at existing site.

**39. ANNUAL MAINTENANCE:- no annual maintenance.**

**40. DISPUTES IN TENDER FINALISATION:**

In the event of any disputes arising out of finalizing the tender agreement or any other matter relating to this tender, the decision of Deputy General Manager(Maintenance),ETR,Bhubaneswar shall be final and binding.

**41. DISQUALIFYING CLAUSE:**

The purchaser reserves the right to disqualify such bidders who have a record of not meeting the contractual obligation against earlier contracts entered into with the purchaser.

The terms and condition enumerated above shall be binding and the bidder shall have to accept them in writing along with tender.

Divisional Engineer, CXL(Mtce);

ETR.

BSNL, Cuttack-753001

**SECTION –B**

#### 

**DIVISIONAL ENGINEER, CXL(m) ETR, CUTTACK.**

**Tender for Supply of OFC Cleavers.**

**The hand held high precision Cleaver should be of a reputed company wth**

**Replacement warranty of one year.**

**SPECIFICATIONS:-1) For cleaving 125 micromtr core single fiber .**

2) Provision for fiber scrap collection.

#### 

#### DIVISIONAL ENGINEER, CXL (MTCE), ETR, CUTTACK

**Tender for Supply of OFC Cleavers as per specification mentioned in Section-B**

**SECTION –C**

**DECLARATION:**

I, Sri …………………………………………………………………… being the tenderer/ Authorized

Signatory/ Authorized Supplier/ Proprietor/ Manager of

M/S..……………………………………………

(Address of the tenderer)

Address – Line-1 ………………………………………………………………………………………

Address – Line-2………………………………………………………………………………………….

City…………………………… State ........................………….. PIN ………………..…………….

declare that I have gone through and understood all the terms and conditions laid down in the Tender Document and would abide by the same terms and conditions throughout the period of contract.

I also declare that I agree to execute “ Contractual Agreement” with the Deputy General Manager(Mtce.), Bhubaneswar or any other authority appointed by him based on all terms and conditions laid down in the Tender document in the event of being selected as a successful Tenderer.

**Signature with Date Company Seal**

**DIVISIONAL ENGINEER, CXL(MTCE), ETR, CUTTACK**

**Tender for Supply of Cleaver**

#### BID FORM FINANCIAL

**SECTION –C**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sl. | Item Description | Make | Model | Unit price incl. of all levies and charges (In Figures & Words) |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3 |  |  |  |  |

**DECLARATION:**

Tender No. Date:

To

Dear Sir ,

Having examined the conditions of contract and specifications including addenda Nos................ The receipt of which is hereby duly acknowledged. We undersigned offer to supply and deliver ............... in conformity with said conditions of contract and specification for the sum of Rs................ (Amount Rupees.......................................only) or such other amount ascertained in accordance with the date of price attached herewith and part of this bid.

We undertake if our Bid accepted to commence deliveries within .......... weeks and to complete delivery of all the items specified in contract within ......... weeks calculated from the date of issue of your purchase order.

If our Bid is accepted we will obtain the guarantees of a schedule Bank in a sum not exceeding 10% of the contract sum for the due performance of the contract.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. 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. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive.

dated at this ................ day of .......... 2013

Signature of

In capacity of

Duly authorised to sign the bid for and on behalf of .............

Witness .......

Address ....................

**DIVISIONAL ENGINEER, CXL(MTCE),ETR, CUTTACK:**

**Tender for Supply of Cleaver.**

**SECTION –E**

**Agreement Form**

This agreement made this ………………. day of …………………… 2013 between the authorized signatory of **BSNL** represent through the Divisional Engineer, Cxl 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 free of charge, the items ordered, to any site within the jurisdiction of **DGM** to be specified in the purchase order.

**E-2 Time Schedule of Delivery**

The contractor agrees to complete delivery of the items ordered within 4(four) weeks from the date of issue of purchase order.

**E-3 Warranty**

The Items supplied shall carry a comprehensive warranty for a period of 01 (one) year from the date of completion of successful delivery. The contractor agrees to issue a certificate to this effect immediately on completion of delivery.

**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 Sr.Accounts Officer (Mtce)), 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 of the Items within the stipulated time frame, a penalty shall be imposed @ 0.5% of the value of the order per delayed week 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 and 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.,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,- 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.

**Signed and delivered by: - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -**

(Name and Designation)

**[Seal]**

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

in the presence of witnesses:

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

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

………………………………………………………………………………………….

(Name and Designation)

**[Seal]**

In the presence of witness:

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

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**DIVISIONAL ENGINEER, CXL(MTCE),ETR, CUTTACK**

**Tender for Supply of Cleaver.**

**Section-F**

Information about the Tenderer

( to be submitted along with the tender- use extra sheet as required )

|  |  |
| --- | --- |
| 1. Name of the Firm |  |
| 1. Registered Address and   Address for communication. |  |
| 1. Contact Phone Number(s) |  |
| 1. Fax Number |  |
| 05. Name of the Sole Proprietor  or name of the Partners/ Directors |  |
| 06. Name of the person authorized to  execute contractual agreement  and the capacity in which he is  authorized. |  |
| 07. Permanent Income Tax a/c No. |  |
| 08. Sales Tax Registration No. |  |
| 09. Whether the firm is a licensed manufacturer/supplier of the product |  |
| 10. Manpower in Customer Support  & Maintenance Infrastructure |  |
| 11. List ( with full address) of prominent organizations where similar products have been supplied by the firm. ( Separate sheet may be attached) |  |

Signature with Date

|  |  |
| --- | --- |
| Name in Block Letters | Company Seal |