



**BHARAT SANCHAR NIGAM LIMITED
OFFICE OF THE CHIEF GENERAL MANAGER TELECOM
ORISSA TELECOM CIRCLE
BHUBANESWAR**

BID DOCUMENTS

PART – A – “TECHNICAL BID”

**TENDER FOR THE INFRASTRUCTURE
ALARM SYSTEM FOR EXCHANGE
BUILDINGS AT BHUBANESWAR AND
CUTTACK(2 Exchanges).**

TENDER NO- / CGMT/IT-100/2008-09
DATED 30/12/2008.

DATE OF OPENING OF THE TENDER
21/01/2009

Asst. General Manager(IT)
O/O THE CHIEF GENERAL MANAGER TELECOM.
ORISSA TELECOM CIRCLE
BHUBANESWAR

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise),
OFFICE OF THE CHIEF GENERAL MANAGER TELECOM,
ORISSA TELECOM CIRCLE BHUBANESWAR
Section - I

NOTICE INVITING TENDERS

The Chief General Manager Telecom, BSNL Orissa Telecom Circle Bhubaneswar on Behalf of The CMD Bharat Sanchar Nigam Limited invites sealed tenders for the following work from the contractors satisfying the under mentioned eligibility conditions: -

NAME OF WORK	ESTD.COST	EMD	TIME FOR COMPLETION
Supply, Installation, Testing & Commissioning (SITC) of microprocessor based alarm monitoring system for Telephone Exchange Buildings at Bhubaneswar and Cuttack (2 exchanges)	Rs. 4,00,000/-	Rs. 8,000/-	3 month from the date of Award of Work

Eligibility Criteria: -

1. Only Manufacturer of Alarm Monitoring or similar system or their authorized dealer should participate.
2. The bidders should have satisfactorily completed at least three works of similar nature in Central Government/ Central PSU/ State Government/ State PSU/ private undertaking in last two years.

The blank Tender forms can be had from the SDE(Computer), O/o CGMT, BSNL, Orissa Telecom Circle, Bhubaneswar on payment of Rs. 520/- (Rs. Five hundred twenty only) through DD only (Non- refundable) in favour of A.O(A & P), O/o CGMT, BSNL, Orissa Telecom Circle, Bhubaneswar payable at Bhubaneswar.

Date of NIT : 30.12.2008
Last date for sale of blank tender form : 20.01.2009, 12:00 Hrs.
Last Date of Submission of tender : 21.01.2009, 13:00 Hrs.
Date of opening of Technical Bid : 21.01.2009, 15:30 Hrs.
Date of opening of Technical Bid : 30.01.2009, 11:30 Hrs.

Validity of tender shall be for 150 days from the date of opening of tender.
Tenders of contractors who do not deposit earnest money in the prescribed manner are liable to be rejected.

NOTE: Tender document can also be downloaded from the website www.Orissa.bsnl.co.in. The Tenderer should enclose the DD for Rs.520/- against the cost of tender form drawn in favour of A. O. (A & P), % CGMT, Orissa Telecom Circle Bhubaneswar payable at Bhubaneswar.

Asst. General Manager (IT)
O/o CGMT Orissa Bhubaneswar.
For and on behalf of BSNL

Read and understood

Signature of the bidder with Seal

2

Tender no – CGMT/IT-100/2008-09

INSTRUCTIONS TO BIDDERS

INTRODUCTION:

DEFINITIONS:

- a) "The Purchaser" means Bharat Sanchar Nigam Limited, Orissa Telecom Circle, Bhubaneswar.
- b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- c) "The supplier" means the individual or firm supplying the goods under the contract.
- d) "The goods" means all the equipments, machinery, and/or other materials, which the supplier is required to supply to the purchaser under the contract.
- e) "Advance Purchase Order (APO)" means the intention of purchaser to place P.O. on the bidder.
- f) "The Purchase Order" means the order placed by the purchaser on the supplier signed by the purchaser including all attachments and appendices there to and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- g) "The Contract Price" means the price payable to the supplier under the purchase order for the full and proper performance of its contractual obligations.

The bidders shall strictly follow the following procedure for submission of the bids:

- 1) The tender shall be submitted in a sealed envelope which contains two sealed envelopes each containing one bid out of two bids, viz. **Technical Bid** and **Financial Bid**.

i) The first envelope containing Technical bid shall contain:

- 1) Tender application duly signed in all pages
- 2) Cost of Tender form in the form of DD (if downloaded from the web).
- 3) EMD in proper form (Separate DD for Tender form and EMD Payable at Bhubaneswar in favour of A.O. (A & P) BSNL O/o CGMT, BSNL, Orissa Telecom Circle, Bhubaneswar)
- 4) Experience Certificates
- 5) Product Technical details and catalogue
- 6) PAN No. from Income Tax Department.
- 7) Registration Certificate of firm /company
- 8) STCC
- 9) VAT no.
- 10) Letter of authorization to attend Bid opening.
- 11) Undertaking in respect of non-working of relatives in BSNL

ii) Second envelope containing Financial Bid shall contain:

- a) A Price Bid duly signed.
- 1) The envelopes should be properly WAX sealed or Tape sealed on both ends of envelope.

- 2) If any difference / discrepancy found between downloaded tender form, any hard copy issued from this office, the contents in Draft NIT issued from this office will be final & binding.
- 3) The time allowed for carrying out the work will be 3 months from the date of P.O.
- 4) Tender documents will be issued from the office of **The Sub Divisional Engineer (Computer) % CGMT Orissa, Bhubaneswar** between hours of 10.00 Hrs. to 13.00 Hrs. everyday except on Sundays and Public Holidays on payment of Rs.520/- in DD in favour of A.O.(A&P) O/o CGMT, BSNL, Orissa Telecom Circle, Bhubaneswar payable at Bhubaneswar.
- 5) Tenders in sealed envelope with the name of work and last date of submission written on the top left corner of the envelopes, will be received by **The AGM(IT) % CGMT Orissa, Bhubaneswar** up to 13.00 hours on 21.01.2009 and will be opened by him or his authorized representative in his office on the same day at 15:30 Hrs.
- 6) The tender shall be accompanied by EMD (unless exempted) of **Rs.8,000/- (Rupees Eight Thousand Only)** , in the form of Demand Draft of a Scheduled Bank in favour of **A.O. (A & P), O/o CGMT, BSNL, Orissa Telecom Circle, Bhubaneswar Payable at Bhubaneswar.**
- 7) A tenderer exempted from depositing EMD in individual cases, shall enclose with the tender an attested copy of the letter exempting him from depositing the EMD.
- 8) The description of the work is as follows:-
Supply, Installation, Testing & Commissioning (SITC) of microprocessor based alarm monitoring system for Telephone Exchange Buildings at Bhubaneswar and Cuttack (2 exchanges)
Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders. They may also examine the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at own cost all materials, tools and plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the department and local conditions and other factors having a bearing on the execution, of the work.
- 9) The competent authority on behalf of the BSNL does not bind him self to accept the lowest or any other tender and reserves to himself the authority to reject any or all the tenders received without the assignment of any reason.
- 10) **All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.**
- 11) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 12) The competent authority on behalf of The CMD BSNL reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

13) Bid Security:

The bidder shall furnish, as a part of his bid, a bid security for an amount as indicated against the item in NIT. The bidders (Small Scale Units) who are registered with National Small Scale Industries Corporation under SINGLE POINT REGISTRATION SCHEME for the tendered item are exempted from payment of bid security up to the amount equal to their monetary limit or Rs.50 lakh, whichever is lower. In case the bidders having monetary limit as "NO LIMIT" or without limit or exceeding Rs.50 lakh, the exemption will be limited to Rs.50,000/- (Rupees Fifty Lakh Only) as per the existing policy and they are liable to furnish bid security for the amount beyond their monetary limit.

A proof regarding current registration with NSIC for the tendered item will have to be attached along with the bid document.

The enlistment certificate issued by NSIC will not be permanent and should be renewed within two years of its presentation.

The unit claiming concession of NSIC is required to submit its monthly turnover in support of its claim for meeting the delivery schedule.

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

The bid security shall be in the form of a Bank Guarantee in the prescribed form of bid document issued by a scheduled bank in favour of the purchaser, valid for a period of 150 days from the date of Tender Opening.

A BID NOT SECURED IN ACCORDANCE WITH PARA 6 AND 7 ABOVE SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE PURCHASER.

The bid security of the unsuccessful bidder will be discharged / returned as promptly as possible, but not later than 30 days after the expiry of the period of bid validity prescribed by the purchaser.

The successful bidder's bid security will be discharged upon the bidder's acceptance of the LOI/APO satisfactorily and after furnishing the performance security.

The bidder's security may be forfeited:

a) If the bidder withdraws his bid during the period of bid validity specified by the bidder on the BID FORM, or

b) In case of a successful bidder, if the bidder fails:

- 1) To sign the contract
- 2) To furnish the performance security

c) In both the above cases, the bidder will not be eligible to participate in the tender for the same item for one year from the date of issue of APO. The bidder will not approach the court against the decision of BSNL in this regard.

d)(Technology/consortium partner of a Front Bidder):

The front bidder shall submit an irrevocable undertaking 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 having any business dealing with BSNL for a period of 3 years.

- 14) The tender for the works shall remain open for acceptance for a period of 150 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any notifications in the terms and conditions of the tender which are not acceptable to the department, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said EMD as aforesaid. **Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.**
- 15) This Notice Inviting Tender shall form a part of the contract document. The successful tenderer on acceptance of his tender by the Accepting Authority, shall, within 15 days from the date of acceptance send an unequivocal letter agreeing to all terms and conditions of the APO (Advance Purchase Order) along with the performance security. The issue of PO shall amount to award of contract to the bidder.

Asst. General Manager (IT)
O/o CGMT Orissa Bhubaneswar.
For and on behalf of BSNL

Section – II
SCHEDULES OF WORKS

DESCRIPTION OF WORKS: Two Full System for Supply, Installation, Testing & Commissioning of microprocessor based alarm monitoring system for Telephone Exchange Buildings at Bhubaneswar and Cuttack (2 exchanges).

HARDWARE:

1. The CPU of Hardware made from Microprocessor based will store the events (Change of Status) with resolution of better than 1 sec between the events on the real time clock bases in its own memory .The data store will be sent to PC through RS232C ports.
2. Power Supply: - The Equipment should work on (-50V+/- 4V) Exchange D.C supply
3. Input Sensing Card: - The equipment should be able to monitor the events as per site requirement .Supplier shall provide all sensors and input sensing interface devices and transducers and cables etc. for monitoring following alarms.

Sr No	Type of Events to be monitored	Sensor with accessories to be supplied by contractor	Quantity (site-wise)		
			BBSR Main Ex.	Cuttack Main Ex.	Total
1	MSEB Power Supply Fail monitoring	YES	3	5	8
2	Power Plant Fail	YES	3	5	8
3	E/A Diesel Level (Low)	YES	2	5	7
4	Temperature High	YES	7	7	14
5	BTS Fail	YES	2	2	4
6	Transmission system fail	YES	3	3	6
7	Exchange Alarms remote extension	YES	4	4	8
8	TAX alarms Remote Extension	YES	1	1	2
9	BSC fail Remote Extension	YES	1	2	3
10	Battery Voltage low alarm	YES	6	10	16
11	Fire Alarm remote monitoring	YES	1	2	3

4. PC and Peripheral:

- (i) PC (02 Nos.) and (ii) B&W Laser Preinter (02 Nos.)

5. LED Based Alarm Monitoring Panel:

- (i) LED based alarm monitoring panel shall be supplied installed, wherever required, with Audio alarm facility

SOFTWARE:

1. Software for all Hardware and others equipments supplied by the contractor along with equipment with no extra charge.
2. All Application software to be loaded on host computer (PC) for monitoring of alarms and events and generation of reports shall be supplied and implemented on PC.
3. Currents status of all events will be shown on computer on real time basis.
4. LED based alarm monitoring panel shall be supplied installed near the PC with Audio alarm facility.
5. Up gradation of such software shall be given by the contractor for next 5 Years without extra charge.

AMC:

1. AMC shall be for 2 years after the expiry of warranty period of 3 years.
2. Post warranty AMC Charges for 2 Year at the rate of 5% of cost shall be paid for each year at the end of the year.
3. The contractor has to sign the AMC agreement soon after getting the P.O.
4. The AMC agreement in the prescribed format is to be obtained by the contractor from this office and is to be prepared and signed on non-judicial stamp paper in the same format.

IMPORTANT NOTE FOR CONTRACTORS

The firm shall read carefully following conditions & shall quote accordingly confirming all points in their offer.

1. SECURITY DEPOSIT:

Performance Security @ 5% of the total cost shall be paid in the form of bank guarantee valid for 5 years 6 months after the issue of APO.

2. TAXES AND DUTIES:

- i) The firm shall quote rates for all items inclusive of all taxes, duties, VAT, Octrai **and except service tax.**
- ii) Issue of FORM-C: Form-C certificate stating that the tendered items/stores are meant for the use of BSNL. If required, form-C shall be issued by AGM(MM), O/o CGMT, BSNL, Bhubaneswar.
Issue of Form 'C' :- Form 'C' certificate stating that the tendered item (stores) are meant for the use of BSNL, if required shall be provided by AGM(MM) of this office.

3. TAX DEDUCTED AT SOURCE: -

- a) The rates offered by the firm shall be inclusive of VAT as applicable in the state. The BSNL shall deduct TDS from payments due to the firm as per rules of the state Government. Certificate for such deductions shall be issued to the firm by the concerned Accounts officers.

4. BSNL does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the quoted rate.

5. Period of validity of Bids: -

Bid shall remain valid for 150 days after the date of bid opening prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.

6. 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 respective 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.

ii) FORMAT AND SIGNING OF BID:

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(s) signing the bid.

7. PAYMENT TERM:

- a) No advance payment will be made. The payment terms for all items shall be governed as under. Stipulations like levy of interest if payment is not made in specified time are not acceptable to the BSNL.
- b) 95% of the total cost shall be paid after Acceptance Testing, Commissioning and satisfactory working of the systems for one month from the commissioning date. The Acceptance testing will be carried out by circle A/T team.
- c) Balance 5% of the total cost shall be paid after the expiry of 3 year warranty period.
- d) For claiming this payment the following documents are to be supplied to the paying authority:
 - i) Excise gate pass / Invoice or equivalent document favoring BSNL shall be supplied by the supplier.
 - ii) Delivery challan.
 - iii) Consignee receipt.
 - iv) Installation report duly signed by the consignee.
 - v) A/T clearance Certificate.
 - vi) Satisfactory working certificate from the consignee.

e) Paying Authority: A.O.(A&P), O/o CGMT, BSNL, Orissa Telecom Circle, Bhubaneswar.

8. STORES AND SAFETY:

All the stores and materials required for satisfactory completion of the work shall be arranged at work site by the contractor from his own sources. Space for storing the material may be provided on request from the contractor. However, safe custody of the material stores at site will be responsibility of the contractor.

9. CO-ORDINATION AT SITE:

a) The contractor shall have person/persons staying locally at Bhubaneswar for execution and maintenance of this project. The contractor shall submit the name, Address and Telephone Number of such person/ persons in an additional sheet of paper during submission of bid.

b) At the site of work more than one agency may be working full cooperation shall be extended to other agencies during progress of work. Further, work shall be carried out in such a way so that it may not cause abnormal noise and hindrance to the officers of the department engaged in erection as well to the normal routine work.

10. TEST CERTIFICATES: -

The firm shall submit following test certificates on supply of the material at site.

- ❖ Manufacturer test certificates for detector & panel.

11. DATE OF COMPLETION:

Date of A/T Clearance for the systems shall be taken as the date of completion of the work and the commissioning of the systems.

12. WARRANTY AND DEFECT LIABILITY:

The warranty shall be valid for 3 years from the date of commissioning. The contractor shall warrant that all equipments shall be free from any defect due to the defective material and/or

Read and understood

Signature of the bidder with Seal

10

Tender no – CGMT/IT-100/2008-09

bad workmanship and also the equipments shall work satisfactorily with performance and efficiencies not less than the guaranteed values.

- a) Any part found defective during this period shall be replaced free of cost by the contractor. The service of the contractor's personnel if required during this period shall be made available free of cost to the department.
- b) The contractor shall replace the defective material within a week of notification of the defect by the department.
- c) In case the contractor fails to supply replacement material to consignee within a week of notification of the defect or fails to cause remedial measure within specified time, the department may proceed to do so at the contractor's risk and expenses and with out prejudice to any other right.

13. COURT JURISDICTION:

- i. 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 **Bhubaneswar**.
- ii. Where a contractor/bidder/vendor 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 **Bhubaneswar**.

14. LIQUIDATED DAMAGES:

Should the supplier fails to complete the work within the prescribed period, the Purchaser shall be entitled to recover @ **0.5% of** the value of the total cost for each week of delay or part thereof, for a period of up to **10(Ten) weeks** and thereafter @ **0.7%** of the value of the total cost for each week of delay or part thereof for another 10(Ten) weeks of delay. The extension beyond twenty weeks may be decided by the CGM, BSNL, Orissa Telecom Circle, Bhubaneswar.. The LD will continue to be charged at a flat rate of 0.7% of the value of the total cost for each week of delay or part thereof beyond twenty weeks of delay.

Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

15. FORCE MAJEURE:

- 15.1 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 shall be prevented or delayed by reason 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 such claim for damages against the 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 event may 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, provided further that 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 days either party may, at his option terminate the contract.

15.2 PROVIDED also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of manufacture in possession of the contractor at the time of such termination of such portion thereof as the Purchaser may deem fit excepting such materials bought out components and stores as the contractor may with the concurrence of the Purchaser elect to retain.

16. TERMINATION FOR DEFAULT:

16.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this Contract in whole or in part.

(a) If the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 14.

(b) If the Supplier fails to perform any other obligation(s) under the Contract; and

(c) If the supplier, in either of the above circumstances(s) does not remedy his failure within a period of 15 days (or such long period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

16.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to clause 15.1 the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the Supplier shall continue performance of the contract to the extent not terminated.

17. 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.

18. ARBITRATION:

18.1 In the event of any question, dispute or difference arising under this agreement or in connection there with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, Orissa Telecom Circle, Bhubaneswar or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the Officer for the time being entrusted whether in addition to the functions of the Chief General Manager, Orissa Telecom Circle, Bhubaneswar or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, Orissa Telecom Circle, Bhubaneswar or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the Chief General Manager, Orissa Telecom Circle, Bhubaneswar or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or

vacating his office or being unable to act for any reasons whatsoever such Chief General Manager, Orissa Telecom Circle, Bhubaneswar or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- 18.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act; 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 18.3 The venue of the arbitration proceeding shall be the Office of the Chief General Manager, Orissa Telecom Circle, Bhubaneswar or such other places as the arbitrator may decide.

19. SET OFF:

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

- 20.** The bidders who are given purchase orders must give the details of the supplies made against all the purchase orders every month on the first working day of the following month to the AGM(IT) , O/o CGMT, Orissa Telecom Circle, Bhubaneswar.

21. FALL:

- 21.1 The prices once fixed will remain valid during the scheduled delivery period. 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

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

The purchaser, for the purpose of delivery period extension, if any will determine and intimate the new price taking in to account various related aspects such as quantity, geographical location etc and the date of it's effect for the balance quantity/service to the vendor. In case, the vendor does not accept the new price to be made applicable during the extended delivery period and the date of it's effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/service at the risk and cost of the defaulting vendor. Besides considering the forfeiture of his performance security.

- 21.2

- a. The vendor, while applying for extension of time for delivery of equipment/service, if any, shall have to provide an undertaking as "We have not

reduced the sale price, and/or offered to sale the same or similar equipment/service to any person/organization including departments of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period”.

- b. In case, undertaking as in clause 24.2(a) is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc to the purchaser, while applying extension of delivery period.

22 INSURANCE:

The equipment shall be got insured by the contractor up to the time it is delivered to the consignee. The supplier will be responsible till the entire quantity of stores ordered is received by the Consignee in good working condition. The Consignee will immediately but not later than the prescribed period of insurances on arrival of the stores at the destination notify the contractor of any loss/damages to the stores that may have occurred during the transit. The period of insurance cover will be indicated by the contractor to the Consignee / Paying Authority. In case of any loss or damage during the transit, the case will be lodged by the supplier with the concerned authority or receipt of report from the consignee/paying authority. The consignee may lodge the claim of losses, if any, with the supplier up to a period of 45days from the date of receipt of stores. The Stores shall be dispatched in prior consultation with the head of telecom circle / the consignee.

SPECIFICATIONS

Relevant IS standards and TEC standards and specification will apply in case of any ambiguity in items /specifications.

1. HEAT DETECTOR

- a) The heat detector shall be electronic in operation and suitable for connecting a 2-wire 24V central system and operate satisfactorily within the supply voltage range of 17V – 28V DC.
- b) The device shall monitor ambient temperature by means of a NTC thermister.
- c) An indicator LED shall be provided on the detector, which illuminates when the detector has reached a pre-set alarm level. The indicator shall be operated independently of the detector from the central control system.
- d) Provision shall be made for an output from the detector suitable for operating a remote indicator or other device.
- e) Separate mounting bases shall be required which enable ready removal of detectors for maintenance
- f) The construction of the detector and bases shall be of self-extinguishing polycarbonate plastic. Full circuitry must be protected against moisture and fungus. Smoke entry point must be protected against dust and insect ingress by corrosion resistant gauge.
- g) The detector shall be capable of protecting an area of 50 sq. mtr. at a height of 7.5 mtr.

The installation and sitting of the detectors must confirm to IS specifications.
- h) The detectors shall be supplied along with manufacturers test certificate.
- i) For Tempters sensing alarm only one sensor will be required for one alarm

2. Input Supply Voltage: Input supply: 48V DC (To be supplied by exchange battery. No other battery is required for this purpose.)

3. Other Additional features: The system should generate an alarm (LED based) when, the following condition may arise. Potential free contact should be made available for remote signal transfer. However additional feature may vary from 4 to 7. Cost has to include for 3 potential free contacts and one contact for power plant fail. The signal of power plant failure shall be based on incomer voltage to panel from power plant. If additional potential free contact will be required same shall be paid extra. A list of tentative signal which may be required are as follows and BSNL may choose a combination of signal from following list.

- 1) Mains Failure
- 2) Power plant failure
- 3) E/A set failure
- 4) AC unit failure
- 5) Lack of fuel in fuel tank of E/A set
- 6) Burgler alarm

Read and understood

Signature of the bidder with Seal

15

Tender no – CGMT/IT-100/2008-09

- 7) Temp. rise indication.
- 8) Spare window

The quantity of facility may vary as per the instruction of Engineer in charge.

4. **Features:**

- 1) The module shall be solid state.
- 2) Red LED indication for Fire is to be provided. For additional feature, one Red LED is to be provided for individual feature..
- 3) Auto re-stored when trigger device is normal.
- 4) Potential free contacts for remote data transfer is to be provided for separate signals.
- 5) On board connector for wire termination with details legend is to be provided.

5. **Specification for PC & Printer**

A) Pentium – IV PC of any reputed MNC brand.

- Pentium-IV, Core2Duo processor, 1.6Ghz or higher
- HDD -160GB,7200 rpm Serial ATA
- RAM -1 GB 533 MHz DDR2
- Motherboard 945G or higher on OEM Motherboard
- 1MB L2 Cache,800FSB with Intel EM 64
- Latest DVD DRIVE (CD R/W and DVD R/W),104-Key board, Optical Mouse, PS/2 Port,
- 6 USB ports,(Two at front) 1 Serial,1 Parallel port
- NIC 10/100 /1000 with remote booting facility
- Inbuilt Internal Speaker
- OS- Widows Vista preloaded
- Antivirus latest version 60 days license

B) B & W Laser Printer of any reputed MNC brand

- Resolution in DPI Mono 600X600,
- Paper size A4
- Print Speed in PPM(A4 size)-18

AGM (IT)
O/o CGMT Orissa
Bhubaneswar.

Section - III
BID FORM

Tender No.

Dated.

To
The Chief General Manager, Telecommunications,
Orissa Circle, Bhubaneswar.

Dear Sir,

1. 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 delivery 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 this bid.
2. If our Bid is accepted, we will obtain the guarantee of a Scheduled Bank for a sum not exceeding 5% of the contract sum for the due performance of the Contract.
3. We agree to abide by this Bid for a period of **150 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.
4. 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.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this..... day of 200

Signature of in capacity of

Name of the Firm with full address

Tel. No.-

FAX No.-

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

Witness.....

Address.....

Signature.....

Read and understood

Signature of the bidder with Seal

17

Tender no – CGMT/IT-100/2008-09

SECTION IV

BID SECURITY FORM

Whereas (Hereinafter called "the Bidder") has submitted its bid dated for the supply of..... Tender No.
..... KNOW ALL MEN by these Presents that WE..... OF having our registered office at..... (Here in after called "the Bank") are bound unto..... (Here in after called the "the Purchase") in the sum of for which payment will and truly to be made of the said Purchase, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the Period of Bid validity.
 - a). fails, or refuses to execute the Contract, if required, or
 - b). fails or refuses to furnish performance security, in accordance with the Instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand, the Purchaser will note that the amount claimed by it is owing to the occurrence of one or all of three conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clauses 13 of Section II of the Bid Document up to and including Thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank

Name.....
Signed in capacity of
Name of Witness
Signature of Witness
Address of Witness
Full Address of Branch
STD Code & Telephone No. & Fax no of Branch

SECTION V

PERFORMANCE SECURITY GUARANTEE (BOND FORM)

In consideration of the CMD, Bharat Sanchar Nigam Ltd having agreed to exempt
[hereinafter called the "Contractor(s) "] from the demand, under the terms and
conditions of an agreement/Purchaser Order) No. Dated..... made between . . .
and for for the supply of
(hereinafter called the "the said agreement"), of security deposit for the due fulfillment
by the said Contractor (s) of the terms and conditions contained in the said Agreement, on
production of a bank guarantee for we, (Name of the
Bank) (hereinafter referred to as "the Bank") at the request of
(contractor(s) do hereby undertake to pay to the BSNL an amount not exceeding
against any loss or damage caused to or suffered or would be caused to or
suffered by the BSNL by reason or any breach by the said Contractor(s) of any of the terms or
conditions contained in the said Agreement.

2. We (Name of the Bank) do hereby undertake to pay the amounts due
and payable under this guarantee without any demur, merely on a demand from the BSNL
stating that the amount claimed is due by way of loss or damage caused to or would be caused
to or suffered by the BSNL by reason of breach by the said contractor(s) of any of terms or
conditions contained in the said Agreement or by reason of the contractor (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 BSNL 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

3. We undertake to pay to the BSNL any money so demanded notwithstanding any
dispute or disputes raised by the Contractor(s) / suppliers 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 contractor(s) / supplier(s) shall have no claim against
us for making such payment.

4. We (name of 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 BSNL
under or by virtue of the said Agreement have been fully paid and its claims satisfied or
discharged or till (office /BSNL) certifies that
the terms and conditions of the said Agreement have been fully and properly carried out by the
said contractor(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 TWO YEARS from the date
hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (name of the Bank) further agree with the BSNL that the BSNL
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 contractor(s) from time to time or to postpone for any
time or from time to time any of the powers exercisable by the BSNL against the said
contractor(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 Contractor(s) or for any forbearance, act or omission on
the part of the BSNL or any indulgence by the BSNL to the said contractor(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.

Read and understood

Signature of the bidder with Seal

19

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s).

7. We (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the date

For

(Indicate the name of the Bank)

ANNEXURE-A

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject : Authorization for attending Bid opening on _____ (date)

in the tender of _____

Following persons are hereby authorised to attend the bid opening for
the tender mentioned above on behalf of _____ (Bidder)

in order of preference given below.

Order of Preference	Name	Specimen Signature
I		
II		

Alternate Representative

**Signature of Bidder
Or
Officer authorised to sign the Bid
Document on behalf of the Bidder.**

- Note :**
1. Maximum of two representatives will be permitted to attend the Bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
 2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not recovered.

ANNEXURE-B

UNDERTAKING

(To be submitted along with the Bid)

“I _____,

S/O _____

Resident of _____

hereby certify that non of my relative(s) as defined in the tender document is / are employed in BSNL unit as per details in tender document clause 35 of section-II. 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 “.

Date _____

Signature

Name:

Office Seal:

N.B. *In case of proprietorship firm, this undertaking will be given by the proprietor. For the partnership firm, this 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 institutions nominees and independent non-official part time Directors appointed by Government of India or the Governor of the state.*

ANNEXURE-C

AUTHORISATION CERTIFICATE FROM OEM
(To be given in original letter pad of OEM)

To

Dy General Manager (IT),
O/O the Chief General Manager
BSNL, Orissa Telecom Circle.
3rd Floor, Door Sanchar Bhawan , Unit-IX
Bhubaneswar-751022

Sub: - Manufacturer's authorization letter.

Ref: - Tender No. CGMT/IT-100/2008-09 Dated 30.12.2008

Dear Sir,

We, the manufacturer of do hereby authorize M/s..... to quote , negotiate and conclude the contract with you against above tender for the following products and for supply of long-term spares for at least six years.

We also give undertaking that as OEM, we will give full support to M/s..... to provide warranty as required in the above tender.

M/s.....

(Authorized Signatory)
(Designation with Seal)

N.B:- The bidder has to submit the authorization certificate from OEMs of all the products quoted in the tender in this format only.

Bharat Sanchar Nigam Limited
(A Government of India Enterprise)
O/o the Chief General Manager, BSNL; Orissa Telecom Circle,
Bhubaneswar-751022.

BID DOCUMENT

TENDER FOR

INFRASTRUCTURE ALARM SYSTEM FOR EXCHANGE
BUILDINGS AT BHUBANESWAR AND CUTTACK(2 exchanges)

TENDER NO: CGMTIT-100/2008-09

PART-B “FINANCIAL BID”

Particulars of issue of Tender documents	
Payment of cost of Tender document - Rs. 520/-	Particulars of DD number and date.
Name of the bidder:	

A.G.M (IT)
O/o the C.G.M.T., BSNL
Orissa Telecom Circle, Bhubaneswar.

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

Tender for Infrastructure Alarm for TELEPHONE EXCHANGE BUILDINGS at Bhubaneswar and Cuttack.

PRICE SCHEDULE

Sl. No.	Item Description	Total Quantity	Basic unit Price exclusive of all levies & charges)	Excise Duty		Sales Tax		Freight forwarding Packing & Insurance		Any other levies & Charges ,if any	Unit Price Inclusive of all (4+ 6 + 8 + 10 + 11)	Total Price Inclusive of all levies and charges (3 × 12)	Discount offered, if any	Total Discounted Price (13-14)	Total Ex. Duty	Customs duty if any
				%	Amt.	%	Amt.	%	Amt.							
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
1	SITC of Infrastructure Alarm System	2														

Note:

1. “ We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the MODVAT SCHEME introduced w.e.f. 1st March 1986 and further extended on more items till date”.
2. “ We hereby certify that ED/Customs tariff head shown in column 16/17 are correct & CENVAT Credit for the amount shown in column 16 above are admissible as per CENVAT Credit Rules 2004”.
3. The bidders submitted the offer with the concessional ED/sales tax shall submit the proof of applicable concessional ED/sales tax.
4. **The bidder should specify the model of PC and Printer without which the bid shall not be accepted.**
 - i) PC : Make & Model
 - ii) Printer : Make & Model

Signature of tenderer in capacity of
Name of the Firm with full address
Date:

Read and understood

Signature of the bidder with Seal