

Bharat Sanchar Nigam Limited
(A Government of India Enterprise)
O/o the Chief General Manager, BSNL; Orissa Telecommunication Circle
OP Cell
PMG Square, Unit-III; Bhubaneswar-751001.

BID DOCUMENT

TENDER FOR

Annual Repair Contract (ARC) for repair of faulty PCBs of C-DOT Exchanges.

TENDER NO: OP/16-588/09-10 Dtd.18/05/2009

PART-A “TECHNICAL BID”

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

D.E. (OP)
O/o the C.G.M.T., BSNL
Orissa Telecommunications Circle- Bhubaneswar.

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

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SECTION I



BHARAT SANCHAR NIGAM LIMITED.

(A GOVT.OF INDIA ENTERPRISE)

Office of the Chief GMT, Orissa, Bhubaneswar

OP/16-588/09-10Dated at Bhubaneswar the 18/05/2009**NOTICE INVITING TENDER**

Wax sealed tenders are invited from those parties who are licensed by C-DOT for manufacturing all types of C-DOT exchanges i.e. CDOT 256-RAX, AN-RAX, SBM and MBM (MAX-L & MAX-XL), and having sufficient infrastructure for testing and repair of all types of C-DOT PCBs used in above CDOT exchanges, by CGM, Orissa Telecom Circle, for and on behalf of Bharat Sanchar Nigam Limited, for Annual Repair Contract of faulty PCBs of C-DOT Exchanges in Orissa Telecom Circle with following particulars.

Sl. No	Name of the work	Tender Enquiry No.	Cost of Bid Document in Rs	Date and time of		Amount of Bid Security In Rs.	Estimated Cost. Rs. In Lakhs	No of vendors among which the orders will be placed.	
				Receipt Of Bid	Opening of Bid				
					Technical bid				Financial bid
1	2	5	6	7	8	9	10	11	12
1	Annual Repair Contract (ARC) for repair of faulty PCBs of C-DOT Exchanges.	NO: OP/16-588/09-10 dtd 18/5/2009	520.00	Upto 13hours of 10/6/2009	16 hours of 10/6/2009	16 hours of 17/6/2009	52150/- (Rupees fifty two thousand one hundred fifty) only.	37.25	two

2. ELIGIBILITY REQUIREMENT

- Only those bidders are eligible to bid who are licensed by C-DOT Organization for manufacturing all types of C-DOT Exchanges namely C-DOT 256 RAX, AN RAX, SBM and MBM (MAX-L & MAX-XL) Exchanges.
- Bidders should have complete infrastructures and all necessary repairing gadgets, instruments and aids to perform contract.
- The bidder should submit an undertaking to the effect that none of their relatives are working in DOT/BSNL in annexure-IV.

3. ISSUE OF BID DOCUMENTS-

Bid document shall be issued during the office hours on all working days from the date of Publication of NIT up to 13:00 hours of 09/06/2009

4. BID DOCUMENTS CAN BE HAD:

- From the Divisional Engineer (OP) O/o CGMT Orissa, Operational Planning Cell; PMG Square, Unit-III; Bhubaneswar: 751001 on written application with the copies of the documents in support of their eligibility to participate in the tender along with the cost of bid document in the form of DD of Rs.520/- (Rupees five hundred twenty) only from any nationalized or scheduled bank in favor of **Sr. Accounts Officer (A&P) BSNL, Office of the Chief General Manager Telecom Orissa, Bhubaneswar –1** payable at Bhubaneswar.

- b. Eligible bidders can also down load the entire bid document from our website www.orissa.bsnl.co.in and submit the same within the scheduled time & date along with the required cost of the bid document in the form of DD of Rs.520/- (Rupees five hundred twenty) only from any scheduled bank in favour of **Sr. Accounts Officer (A&P) BSNL, Office of the Chief General Manager Telecom Orissa, Bhubaneswar –1** payable at Bhubaneswar. The DD towards the cost of bid document and documents confirming to the eligibility criteria as mentioned in clause-2 above are required to be kept in the **“Envelope-A: Technical/Commercial Bid”**. However an intimation in this regard may be sent through Fax No: 0674-2395800/2394203 for information of the customer to list out their participation.

5. **SUBMISSION OF BID.**

The bid prepared in accordance clause D of section-III of bid document should be submitted to Shri S.Patro, **DE (OP), O/O CGM, Orissa Telecom Circle, BSNL, PMG Square, Unit-III, Bhubaneswar-751001 on or before scheduled date and time as indicated above.** The tender will be opened on the same day at 16:00 Hours in this office, in the presence of bidders or their duly authorized representatives who may like to be present at their own cost. CGM, Orissa Telecom Circle, BSNL, Bhubaneswar reserves the right to accept or reject any or all the tenders without assigning any reason thereof. Details of the tender are also available on our web-site www.orissa.bsnl.co.in.

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

CHIEF GENERAL MANAGER
BSNL, ORISSA TELECOM CIRCLE
BHUBANESWAR

Section-II**SCOPE OF WORK**

The contractor shall carry out repair of all types of faulty PCBs/cards/items of C-DOT Exchanges (CDOT 256 RAX, AN-RAX, SBM and MBM-L & XL), as per terms and Conditions mentioned hereinafter, on annual repair contract basis for following Telecom Districts:

Sl.No.	Name of Telecom Districts	Estimated quantity of cards under ARC	Estimated cost in Rs.
1	Balasore	200	298000.00
2	Baripada	200	298000.00
3	Berhampur	300	447000.00
4	Bhawanipatna	100	149000.00
5	Bhubaneswar	300	447000.00
6	Bolangir	100	149000.00
7	Cuttack	300	447000.00
8	Dhenkanal	200	298000.00
9	Keonjhar	100	149000.00
10	Koraput	200	298000.00
11	Phulbani	100	149000.00
12	Rourkela	200	298000.00
13	Sambalpur	200	298000.00
Total		2500	3725000.00

The above mentioned estimated quantity and cost are based on statistical data. The actual quantity and cost will depend on the actual number of PCBs given for repair as per field conditions during the period of ARC.

SECTION III

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- a) The " Customer " means CGM, Orissa Telecom Circle, a unit of Bharat Sanchar Nigam Limited (BSNL); a Govt. of India Enterprise under the Ministry of Communications & IT, Govt. of India, or any of its designated office/officer.
- b) The "bidder" means the firm who participates in this tender and submits its bid.
- c) "Contractor" means successful bidder who is awarded the work and signs a contract with Customer/ Head of Telecom District.
- d) "Head of Telecom Districts ", means Principle General Managers/ General Managers/ Telecom District Managers/ Telecom District Engineer of Telecom Districts.
- e) The "Contract price" means the price payable to the contractor as per Annual Repair Contract of Printed Circuit Boards (PCBs/Cards) or items provided in C-DOT Exchanges on per PCB/ item basis.
- f) "ARC" means Annual Repair Contract to be signed between the 'Customer/Head of TD' and 'Contractor' on per year basis.

2. Eligible Bidder:

2.1 Only those CDOT manufacturers are eligible to bid who are licensed by C-DOT Organization for manufacturing all types of C-DOT Exchanges namely C-DOT 256 RAX, AN RAX, SBM and MBM (MAX-L & MAX-XL) Exchanges.

2.2 Bidders should have complete infrastructures and all necessary repairing gadgets, instruments and aids to perform contract.

3. Cost of Bidding:

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.

B. BID DOCUMENT:

4.1 The Bid document includes:

Part-A:

- Notice Inviting Tender
- Scope of work
- Instructions to bidders
- General terms and conditions (Technical)
- General terms and conditions (Commercial)
- Bid form
- Proforma for Bid security
- Proforma for Performance security
- List of cards/PCBs to be repaired under ARC
- Monthly performance proforma
- Draft authorization letter
- Draft undertaking

Part-B:

- Financial bid

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

5. Clarification of the Bid documents:

A bidder requiring any clarification of the Bid documents shall notify the customer in writing at the mailing address indicated in the notice inviting tender. The customer shall respond in writing to request for clarifications of the bid documents, which it receives from eligible bidders, at least 15 days prior to the last date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the customer shall be sent to all the bidders who have received the bid documents directly from the customer. These queries and clarifications shall also be made available on our web-site www.orissa.bsnl.co.in for those bidders who choose to use the bid document downloaded from our web-site on Internet.

6. Amendment of Bid documents:

6.1 At any time, before the last date for submission of bids, the customer may, for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the Bid documents by amendments.

6.2 The amendments shall be notified in writing by registered post or by FAX to all bidders at the address intimated at the time of purchase of Bid documents from the customer and through customer's web-site for other intending bidders, and these amendments will be binding as an integral part of the Bid documents.

C. PREPARATION OF BIDS:

7. Documents comprising the Bid:

It is a two bid system and the bid prepared by the bidder shall comprise of the following components:

I. TECHNICAL BID :

The following documents must be submitted in technical bid:

7.1 Bid security in accordance with clause 11.1 & 11.3 of section-III

- 7.2 Part-A of bid document with all pages signed by authorized signatory as per clause 13 of section-III.
- 7.3 Documentary evidence in respect of license issued by C-DOT Organization for manufacturing all types of C-DOT Exchanges namely C-DOT 256 RAX, AN RAX, SBM and MBM (MAX-L & MAX-XL) Exchanges.
- 7.4 Documentary evidence in accordance with clause 10.1 of section III ,that they have complete Infrastructure and all necessary testing, repairing gadgets, instruments and aids to perform the contract.
- 7.5 An undertaking as per Annexure-IV to the effect that none of the relatives are working in DOT/BSNL as per clause 29 & 29.1 of section-III.
- 7.6 Annexure-III duly filled and signed by the bidder.
- 7.7 Crossed Demand Draft from a scheduled bank in favour of “ Accounts Officer(A&P), O/o CGM, Orissa Telecom Circle, BSNL”, payable at Bhubaneswar of Rs.520/- (Rupees five hundred twenty) only, if the bid document is downloaded from our web-site www.orissa.bsnl.co.in.

The bid will be rejected out right at the opening stage if:

- i) Bid security is not submitted in technical bid as per clause 7.1 of section-III above.

OR

- ii) Demand draft of Rs. 520/- (Rupees five hundred twenty) only in favour of “ Accounts Officer(A&P)”, O/o CGM, Orissa Telecom Circle, BSNL is not submitted in case of bid document downloaded from our web-site www.orissa.bsnl.co.in as per clause 7.7 of section-III above.

OR

- iii) All pages of Part-A bid document is not signed by authorized signatory as per clause 7.2 of section-III above.

Non submission of document as mentioned in clause 7.3 to 7.5 above shall result in rejection of the bid. However before rejection of the bid the customer may extend opportunity to the bidder/s to explain its/ their position with a predefined time. However if no response is received within above predefined time, the bid/s shall be rejected.

II. FINANCIAL BID :

The financial bid shall comprise completed “PRICE SCHEDULE” (Part-B , Section –IX) in accordance with clause 9

8. Bid Form:

The bidder shall complete the bid form furnished in the Bid documents indicating the contract price i.e. ARC charges per card for all types of cards throughout the ARC period in accordance with clause 9.1. The types of cards have been enlisted in Annexure-I.

9. Bid Prices:

- 9.1. The bidder shall give the total composite price, i.e. the contract price for the work as mentioned in section I, inclusive of packing, freight, insurance, cost of spares, labour and logistic used to test and repair the faulty PCBs. The contract price for the work shall also include all the duties/levies except Service Tax on repair charges which shall be paid on actual.
- 9.2. The bidder shall quote two different contract prices rate A & rate B depending upon the mode of collection /return of PCBs, as explained in clause 3.2(a) and 3.2(b) of Section IV of this Bid document. Contract Price quoted by the bidder for all cards of the same type as shown in Card

details Annexure-I shall be the same for same mode of collection /return. If different prices for different cards of the same type and same mode of collection /return are quoted, the bid shall be liable to be rejected. The offer shall be firm in Indian Rupees. The customer will make no foreign exchange available.

- 9.3 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.
- 9.4 Any discount if offered by the bidder must be so indicated in the prices quoted in the bid. Bidders desiring to offer discount shall therefore prepare their offers suitably while quoting and shall quote clearly the net price taking all such factors into account, like discount etc.

10 . Availability of infrastructure to repair C-DOT PCBs:

- 10.1 The Bidder shall furnish documentary evidence that they have complete Infrastructure and all necessary testing, repairing gadgets, instruments and aids to perform the contract. A certificate signed by the Chief or authorized signatory of the firm certifying that they have the complete infrastructure and testing equipment at present and they shall maintain the same, including validity of CDOT equipment manufacturing licenses, throughout the contract period, if they are awarded the contract, should be furnished for the purpose of this clause.
- 10.2 Further, the customer shall be at liberty to inspect the contractors repair shop at any time during the contract period, after a due notice of five days to verify maintenance of the said infrastructure. Any dissatisfactory report with regard to maintenance of infrastructure may lead to operation of clause 26.

11. Bid Security:

- 11.1 Pursuant to clause 7, the bidder shall furnish as part of his bid a bid security for an amount as indicated in NIT.
- 11.2 The bid security is required to protect the customer against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to clause
- 11.3 The bid security shall be in the form of a Bank Guarantee in prescribed proforma as per section of this bid document issued by a scheduled Bank in favour of the customer, valid for a period of 180 days from the date of opening of bid.
- 11.4 A bid not secured in accordance with clause 11.3 shall be treated as non-responsive bid and bid shall be rejected by the customer.**
- 11.5 The bid security of the unsuccessful bidder will be discharged upon as promptly as possible but not later than 30 days after the expiry of bid validity prescribed by the customer as per clause 12 of section –III.
- 11.6 The bid security of successful bidder/s shall be discharged after bidder/s acceptance of LOI satisfactorily in accordance with clause 23.2 of section- III and furnishing the performance security as per clause 2 of section-V.
- 11.7 The bid security may be forfeited:

- a) **If a bidder withdraws his bid during the period of bid validity specified in the bid form**
 - or**
- b) In case of successful bidder:
 - i) If the bidder fails to sign the contract subsequent to operation of clause 25.
 - ii) In the event of cancellation of contract in accordance with clause 26 before the bid security is discharged.

12 Period of validity of bids:

- 12.1 Bid shall remain valid for 6 (six) months after the date of bid opening prescribed by the customer pursuant to clause 18.1. A bid valid for a shorter period shall be rejected by the customer as non-responsive.
- 12.2 In exceptional circumstances, the customer may request the bidder's consent for an extension to the period of bid validity. The request and response thereto shall be made in writing. The period of discharge of bid security provided under clause 12.1 above shall also be accordingly extended. A bidder accepting the request of period extension of the validity of bid will not be permitted to modify any of the terms and conditions of the bid.

13. Format and signing of Bid:

- 13.1 All pages of the bid shall be signed by the authorized signatory of the firm.
- 13.2 Cuttings and Alteration: Each cutting and alteration in the bid document has to be necessarily authenticated by the authorized representative of the bidder under his signatures.

D. SUBMISSION OF BIDS:

14. Sealing and marking of bids:

- 14.1 The Bidders are specifically required to submit their offers in two parts, each in different sealed envelopes duly marked as-
 - 1. "Envelope-A: Technical Bid .**
 - 2. "Envelope-B: Financial/ Price Bid".****Both the offers should be submitted in a large cover.**
- 14.2 Envelope-A should contain all the commercial/ Technical information with related document establishing bidder's eligibility etc as per clause-7. It will also contain the Bid security bond and DD for cost of bid document, where bid is prepared by down loading from the website.
- 14.3 Envelope-B should contain Financial/ Price Bid i.e. the rates duly quoted by the tenderer in the prescribed format (Section-IX of Part-B Financial Bid.).
- 14.4 Above two envelopes are to be sealed by wax and marked with PERSONAL SEAL. Again both the envelopes (A&B) shall be kept in one outer envelope which will also be wax sealed and marked with personal seal. The outer envelope shall be super scribed with name of work and tender no
- 14.5 If the envelopes are not wax sealed, the bid will be rejected at opening stage itself.

- 14.6 If the envelopes are not marked with personal seal of the bidder, the bid is subject to rejection in tender opening stage.
- 14.7 The envelopes should be
- (a) Addressed to the customer at the following address:

S.Patro, DE (OP)
O/o of the Chief General Manager
Bharat Sanchar Nigam Limited
Orissa Telecom Circle,
PMG Square, Unit-III,
Bhubaneswar-751001.

- (b) Bear **(the work name)**, the tender number and the words **‘DO NOT OPEN BEFORE’** (due date), and
- (c) Shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared ‘late’.

In case the envelop does not carry the address & other details as mentioned at (a) & (b) above, the tender is likely to be rejected at opening stage.

- 14.8 Tenders shall either be sent by registered post or delivered in person. The responsibility for ensuring that tenders are delivered in time would vest with the bidder.
- 14.9 Bid delivered in person shall be delivered to above indicated address **on or before the time hours of due date**. The Customer shall not be responsible if the bids are delivered elsewhere.

15. Submission of bids.

- 15.1 Bids (Envelope A and B both) must be received by the customer at the address specified under para 14.7 not later than the time as specified in NIT.
- 15.2 The customer may, at its discretion, extend this deadline for the submission of bids by amending the Bid Document in which case all rights and obligations of the customer and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 15.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some 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.

16. Late bids:

Any bid received by the customer after the deadline for submission of bids prescribed by the customer, shall be rejected and returned unopened to the bidder.

17. Conditional bids will be summarily rejected.

E. BID OPENING AND EVALUATION

18 Opening of bids by customer:

18.1. The customer shall open the bids in the presence of authorized representative(s) of the bidders who choose to attend at 16:00 hours on due date. The bidder's representatives, who will be present, shall sign an attendance sheet.

18.2. A maximum of two authorized representatives for any bidder shall be permitted to attend the bid opening.

18.3. The bidder's name, bid prices, modifications, bid withdrawals and such other details will be announced at the opening of bids.

19 Clarifications of Bids:

To assist in the examination, evaluation and comparison of the bids, the customer may at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing.

F. PRELIMINARY EVALUATION:

- 20.1 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..
- 20.2 Arithmetical errors shall be rectified on the following basis. 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 Purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.
- 20.3 Prior to the detailed valuation, the customer will determine the substantial responsiveness of each bid to the Bid documents. For purposes of these clauses, a substantially responsive bid is one which conforms, to all the terms and conditions of the Bid documents without material deviations. The customer's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse of extrinsic evidence.
- 20.4 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 also the purchaser shall not be bound to show the reasons/causes of rejection of the bid.
- 20.5 The customer may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

G. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- 21.1 The customer shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 20.
- 21.2 The hierarchy of bidders as L1, L2, L3 etc. shall be decided on summing up the weighted values obtained in respect of both Rate A and Rate B, after multiplying the estimated percentages of the types of the PCBs to be offered for repair.

Weighted Value of the bid = (A-I)x(PA-I) + (A-II)x(PA-II)+ (A-III)x(PA-III) + (A-IV)x(PA-IV)+ (B-I)x(PB-I) + (B-II)x(PB-II)+ (B-III)x(PB-III) + (B-IV)x(PB-IV)

Where A-I: Rate offered for repair of Type-I Cards in mode of repair A
A-II: Rate offered for repair of Type-II Cards in mode of repair A
A-III: Rate offered for repair of Type-III Cards in mode of repair A
A-IV: Rate offered for repair of Type-IV Cards in mode of repair A
B-I: Rate offered for repair of Type-I Cards in mode of repair B
B-II: Rate offered for repair of Type-II Cards in mode of repair B
B-III: Rate offered for repair of Type-III Cards in mode of repair B
B-IV: Rate offered for repair of Type-IV Cards in mode of repair B
PA-I: Estimated % of Type-I PCBs to be repaired at rate A
PA-II: Estimated % of Type-II PCBs to be repaired at rate A
PA-III: Estimated % of Type-III PCBs to be repaired at rate A
PA-IV: Estimated % of Type-IV PCBs to be repaired at rate A
PB-I: Estimated % of Type-I PCBs to be repaired at rate B
PB-II: Estimated % of Type-II PCBs to be repaired at rate B
PB-III: Estimated % of Type-III PCBs to be repaired at rate B
PB-IV: Estimated % of Type-IV PCBs to be repaired at rate B

Estimated % of PCBs to be repaired at rate A is 70% (PA-I=PA-II=PA-III=PA-IV=70%). Estimated % of PCBs to be repaired at rate B is 30% (PB-I=PB-II=PB-III=PB-IV=30%). However above estimate is based on statistical data. Actual % may vary during the period of ARC.

- 21.3 It may be noted that the methodology given in clause 21.2 is applicable only for the purpose of evaluation of bids and shall have no bearing on actual quantity of cards offered for repair.
- 22.1 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.
- 22.2 Any effort by a bidder to influence the customer in the customer's bid evaluation, bid comparison or contract award decision, may lead to the rejection of his bid and forfeiture of bid security.

H. AWARD OF CONTRACT:

- 23.1 The successful bidder(s), whose offer is found acceptable as per terms and conditions of the tender document, will be intimated so by the customer in writing.
- 23.2 The successful bidder(s) shall give their acceptance in writing within 15 days of issue of intimation.
- 23.3 The customer in that case, shall notify all the Heads of respective TDs for entering into ARC with the chosen bidder for a particular TD, as per the draft ARC agreement proforma based on the terms and conditions of this bid document. In cases, where more than one contractor is chosen for award of work, the allocation of the work between the contractors shall be made as per clause 28.
- 23.4 ARC charges, terms and conditions of this tender etc. shall be valid in full, throughout the contract period. The above ARC shall be signed between the TD Head and the chosen contractor for a TD. The decision regarding allocation of work among selected bidders to bring to 60% and 40% shall be taken by customer (CGM) which shall be final and binding Efforts shall be made to stick to the 60:40 percentage allocation but, in case it is not possible to allocate the above percentages due to different CDOT switching capacities of TDs, contractor(s)/bidder(s) shall not have any objection, dispute or claim what so ever on this account. The option for selection of Rate A or Rate B shall lie with TD Head, which can be exercised at the time of signing of ARC.
- 23.5 ARC charges and other conditions shall remain unchanged irrespective of number of contracts with the contractor.

23.6 The contractor shall have to undertake repair of all types of cards emanating from any or all of the CDOT exchanges offered for repair, irrespective of geographical location of the exchange or number of exchanges in that TD. There will be no minimum or maximum limit of the number/type of faulty cards and on this account, the contractor will not grieve or complain.

24. **Customer's right to accept any bid and to reject any or all bids:**

The Customer reserves all rights to accept or reject wholly or partially any or all bids, at any time prior to award of contract without assigning any reasons and without incurring any liability of customer's action on the above grounds, to the affected bidder(s).

25. **Award of Contract:**

The issue of notification to concerned Heads of TDs shall constitute the award of contract on the bidder.

26. **Cancellation of contract:**

Failure of the contractor to comply with the requirement of clause 10.1 or any of the clause of the bid document shall constitute sufficient ground for the cancellation of contract and the customer shall have the right to forfeit the performance securities submitted at the time of signing of the agreements.

27. Compliance to conditions of the bid document:

27.1 All the conditions in the bid documents are critical and are to be complied and non-compliance of any clause of the bid document shall result in outright rejection of the bid.

28. Allocation of work in a Telecom District.:

a) The TD wise work of the Circle shall be allotted between two successful bidders in approximately 60:40 ratio. The allocation of work amongst TDs shall be issued by CGM (customer), in such a way that no SSA is served by more than one contractor.

b) The L1 Bidder shall be awarded repair work pertaining to approximately 60% of CDOT equipped Lines in the Circle.

c) The L2 Bidder who has consented to work at the rates accepted by L1 bidder, shall be awarded repair work pertaining to approximately 40% of CDOT equipped Lines in the Circle at the L1 price.

d) In case L2 Bidder fails to consent to the rates accepted by L1 bidder, then the L3 and subsequently L4 etc will be called for negotiations to work on the rates accepted by L1 bidder.

e) In case all other Bidders other than L1 fail to negotiate to work at the rates accepted by L1 bidder, then the entire work of the Circle has to be necessarily carried out by the L1 Bidder.

I. UNDERTAKING

29. The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he/she is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For the 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 institutions nominees and independent non-official part time Directors appointed by Government of India or the Governor of the state. 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 the firm or the concerned person.

The company or firm or the person will also be debarred for further participation in the concerned unit.

29.1 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) and Son's wife (Daughter-in-law), Daughter(s) and Daughter's husband (Son-in-law), Brother(s) and Brother's wife, Sister(s) & Sister's husband (Brother-in-law)

SECTION – IV

GENERAL TERMS AND CONDITIONS (TECHNICAL)

1. The contractor must satisfy the Customer regarding the availability of trained manpower and required testing and repairing equipment for testing and repairing the PCBs at his own premises for the purpose of the ARC of CDOT PCBs. The contractor shall maintain sufficient stock of components & spares of CDOT cards required for repair of faulty PCBs and replacements in case of excess RNP or delay in repair etc. A certificate must be enclosed with this bid in compliance to clause 10.1 (Section III).
2. The contractor shall undertake the repair of PCBs at his own repair centres. The components required and to be used for such repair shall be procured and stocked by the contractor at his own cost and shall not be separately chargeable in addition to ARC charges. Neither repairing PCBs through sub contractor nor diversion of contract to other parties will be acceptable.
3. Modes of collection of cards and return of repaired cards.
 - 3.1 Every TD will declare their collection and dispatch window(s) within its geographical area. Each TD will have one such window if the total CDOT lines equipped in the TD are limited to 50K and the contract is signed for less than or equal to 50 K lines. Each TD will have two such windows if the total C DOT lines equipped in the TD is more than 50 K and the contract is also signed for more than 50 K lines.
 - 3.2 a) The bidder will quote two separate contract prices for each category of cards for the two modes of transport arrangements of cards, i.e.
 - i) When the contractor collects the faulty PCBs from and delivers the repaired and tested OK PCBs to the customer designated window(s), the contract rates are termed as Rate “A”. Every TD will declare their collection/dispatch window(s) within its geographical area, at the time of signing of agreement if TD chooses Rate A.
 - ii) When the TD delivers the faulty PCBs to and collects the repaired and tested OK PCBs from the contractor’s designated PCB delivery/ collection centre located anywhere in the circle the contract rates are termed as Rate “B”. The contractor shall declare the location of designated collection/ delivery centre within the geographical area of the circle at the time of signing of the agreement if the customer chooses rate B. Simultaneously, the contractor shall inform all necessary particulars of the collection/ delivery centre in writing including its telephone number(s), fax number(s) etc. In case of rate A, the collection of cards must be done within 7 calendar days of reporting to the contractor on a predetermined telephone number or FAX number.
 - 3.2 b) Time allowed for repairing and return of repaired and tested OK cards (Turn Around Time or TAT) will depend on the conditions as under: -
 - i) In case of Rate A, time allowed for repair and return of cards will be 25 days, inclusive of the date on which faulty cards are collected for repair and the date on which the repaired and tested OK cards are returned.
 - ii) In case of Rate B, time allowed is 15 days including the date of handing over of the faulty cards at the contractor's collection/delivery centre and the date of reporting of repair by the contractor to the customer.
4. The contractor will not be allowed to use any non-conventional hardware component other than those approved by CDOT.

5. **No repair in any case shall be carried out by taken-out components from other faulty PCBs or by cannibalization of PCBs.**
6. The decision of DE in-charge of the exchange concerned shall be final on the functional acceptability of the repaired cards. In case, a card received from contractor after repair is found to be functionally unacceptable and so intimated to the contractor by the customer, the same shall be repaired free of charge and the counting of time for TAT/ Penalty for repair shall be reckoned from the day of original receipt of the card by the contractor.
7. The contractor shall not refuse to repair any PCB on the plea of the aging of PCB, obsolescence or unavailability of spares.
 - 7.1 Inclusion of new PCBs: If in future, any C-DOT PCB is introduced in the BSNL network, such PCB shall be automatically included in the contract under the types as mentioned in Annexure -I as advised by CDOT/NCES Organization.
 - 7.2 The contractor shall have no objection to the BSNL owned repair Centers and their repairing of faulty CDOT PCBs belonging to the TD(s) having ARC with the contractor.
8. The contractor shall not engage any employee or resources of BSNL for any repair work.
9. Warranty Period: The warranty period for repaired cards shall be 90 days from the date of receipt of the repaired cards by the customer. If the card under warranty period goes faulty, the contractor shall carry out repair of that card free of charge. Other terms with regards to TAT and Penalty shall remain same.
10. The contractor shall intimate the customer about the card found RNP within 25 days of receipt of faulty card by returning it and in no case RNP shall exceed 1% of the total cards received by the contractor. However, burnt or damaged cards do not fall in the category of repairable cards and in general will not be accepted by the contractor. Burnt/damaged cards are those where the printed circuit board is burnt at any portion(s). If RNP declared by the contractor is above 1%, then the contractor will replace such cards by new good cards or an amount equal to the cost of card has to be borne by the contractor for each card exceeding 1% limit as mentioned above.
11. Performance report and performance review meeting:

The monthly performance report in the Performa prescribed and modified from time to time, duly filled and signed by the contractor shall be submitted to the concerned TD and circle office by 15th calendar day of the following month. The objections/ exceptions if any noticed by SSA shall be communicated to the contractor and circle HQ within 15 days of receipt of such report. The disputed report shall be reconciled by the contractor and reported back to TD under intimation to Circle HQ. The statement should be prepared window-wise and signed by the contractor. The customer and contractor may also exchange the information through e-mail.
- 11.1 Monthly review meeting: The monthly review meetings shall be held at TD level.

Quarterly review meeting: The quarterly review meeting shall be held at Circle level, which shall be attended by NCES/MS Cell (BSNL CO), representative. A copy of quarterly performance data shall also be sent by the contractor to CGM, NCES and MS Cell of BSNL,CO. by 15th of every month

SECTION – V

GENERAL TERMS AND CONDITIONS (COMMERCIAL)

1. ARC will be signed between the Telecom District heads and the contractor.
2. **Performance security: -**
 - 2.1 The contractor shall furnish performance security to the SSA/Telecom District Head in the form of bank guarantee issued by any nationalized/scheduled bank at the time of signing each contract for an amount equal to 5 % of estimated annual repair charge in the TD with validity for a period of 18 months from the date of effect of ARC.
 - 2.2 The proceeds of the performance security are liable to be forfeited by the customer for the contractor's failure to complete its obligation under the contract.
3. **Period/Renewal of contract: -**
 - 3.1 The contract shall remain in force initially for one year from the date of commencement. However it shall automatically stand renewed for further period of one year on each occasion, on the same rates, terms and conditions, till three years excepting that:
 - a) Notice in writing of its intention not to renew the contract is given by the customer to the contractor at least 2 months in advance prior to the end of its current validity period.
 - b) The customer gives notice of two months in writing to terminate the contract at any time during its currency if the customer does not find contractor's services satisfactory and does not want to continue the contract further.
 - 3.2 Further, the above renewal shall come in force only after the contractor submits extension of PBG for a further period of 12 months so that performance security remains valid for 18 months from the date of renewal of contract. However, the amount of performance security may vary at the time of yearly renewals/extensions on the basis of mode of repair, revision of repair requirement of TD as prescribed in Para 2.1.
4. **Termination of Contract:**
 - 4.1 Pursuant to clause 3.2 (Section IV), if the contractor fails to collect the faulty PCBs from the specified window(s) of the SSA/ Telecom District, in case of choosing A Rates, within 7 days as stipulated in clause 3.2a (Section IV) or if the contractor fails to return the repaired and tested OK PCBs within stipulated period mentioned in clause 3.2b (Section IV), the contractor will be liable to pay penalty in accordance with clause 5. In case of frequent affliction of penalties and performance of contractor being poor, the customer will have the right to terminate the contract and forfeit the performance bank guarantee.
 - 4.2 In case of emergency and critical problem in the exchange, the penalty will be levied for a maximum period of one week beyond which the customer will have right to terminate the contract. The decision regarding critical problem or emergency will be of the Head of Circle, which shall be binding on the contractor.
 - 4.3 Failure on part of contractor to comply with any of the technical/commercial terms and conditions shall constitute sufficient ground for termination of contract and forfeiture of the performance security.
5. **Penalty:**
 - 5.1 In case the contractor fails to collect the faulty cards pursuant to clause 3.2 (Section IV) from the specified window(s) of the Telecom District, in case of choosing Rate A, within 7 days as stipulated in clause 3.2a(Section IV) or if the contractor fails to return the repaired and tested OK PCBs within stipulated period mentioned in clause 3.2b(Section IV), the contractor shall be liable to pay delay penalty @ Rs. 50/-per week or part thereof per card up to a period of 4 weeks delay and there after @ Rs. 100/- per week or part thereof per card up to next 4 weeks delay. Although, beyond total 8 weeks' delay, BSNL will have the right to get, in lieu, a new PCB or current cost of the new PCB along with accrued 8weeks delay penalty from the contractor. In addition, the TD may rescind the

contract for consistent poor performance. However, even after expiry of 8 weeks' delay period also, BSNL, at its discretion, may accept the repaired card together with the additional per week or part thereof delay penalty @ Rs. 100/- beyond 8 weeks accrued till return of card plus Rs. 500/-. The case of emergency or critical condition as mentioned in clause 4.2 is exception to this clause.

- 5.2 In case, a PCB is damaged or lost by the contractor, a new PCB will be replaced by the contractor free of cost within TAT else a compensation equivalent to the current cost of PCB shall be payable by the contractor to the customer.
- 5.3 In case the contractor refuses to repair any PCB on the plea of obsolescence of spares, aging, etc., it shall be replaced by OK tested PCB by the contractor free of cost else compensation as mentioned in clause 5.2 above shall be applicable. If the code number of card is changed by C-DOT Organization due to change of hardware version, then also the contractor shall repair the card of the old version and clause 5.2 above will be applicable for refusal of repairing that card.
- 5.4 In case of rate A, if cards are not collected within 7 calendar days of intimation then on 8th day, these shall be deemed to have been handed over for the purpose of TAT.
- 5.5 The performance of the contractor shall be considered as poor, if consecutively for two months or more, 15% or more of the PCBs made over to the contractor for one particular TD are attracting penalty clause as detailed in clause 5.1 above.
- 5.6 The Head of the Circle shall have the option to reallocate the job of PCB repairs of such TD(s) which has been identified for poor performance of the contractor as per clause 5.5, to other successful contractor of the Circle working in other TD. In such events, the allocation of the work percentage as envisaged in clause 28 (Section III) will not be maintainable and on that account, no contractor shall raise any objection or resort to litigation.

6. **Payment terms:**

- 6.1 All the bills shall be payable by BSNL as per the accepted and approved rates for the PCBs received and serviced, as per applicable rates A or rates B.
- 6.2 The contractor will submit the bills to each TD head on monthly basis, who shall make arrangements to get the bills verified and get the payments done within 31 days. The penalty, if any, shall be deducted from the sums due.

7. **FORCE MAJEURE:**

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 and other natural calamities, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of GOD (herein after referred to as events), provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof and such event was beyond the reasonable control and not due to fault or negligence of the party and defaults, neither party shall by reasons 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 delaying performance, and works 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 Customer, as to whether the works 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 opinion terminate the contract.

8. **Arbitration:**

- 8.1 All disputes and differences whatsoever arising between the customer and contractor out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof, shall be settled by CMD, BSNL, New Delhi (herein after referred to as the said officer) who will

- be sole arbitrator in all the cases. If the said officer is unable or unwilling to act as sole arbitrator, then some other person appointed by the said officer, shall function as sole arbitrator.
- 8.2 There will be no objection that the arbitrator is a government servant or that he has to deal with the matter to which contract 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 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 what so ever, said officer shall appoint another person to act as arbitrator in accordance with the terms and conditions of the contract and the person who is appointed shall be entitled to proceed from the stage at which it was left over by his predecessor.
- 8.3 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 ordinance, 1996 and the rules there under, any modification or reenactment thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- 8.4 The venue of arbitration proceedings shall be the office of CMD, BSNL, New Delhi or such other place as the arbitrator may decide.
9. **Set Off:**
Any sum of money due and payable to the contractor, including security deposit if any refundable to him under this contract, it may be appropriated by the customer and setoff the same against any claim of the contractor for payment of a sum of money arising out of this contract or under any other contract made by the contractor with the customer

SECTION VI

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 execute ARC in conformity with conditions of bid document.
2. We undertake, if our bid is accepted, to execute ARC within _____ months.
3. If our bid is accepted, we will obtain the guarantee of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
4. We agree to abide by this bid for a period of **180 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.
5. Until a formal ARC is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. 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 authorised to sign the bid for and on behalf of

Witness

Address

Signature.....

SECTION VII

PROFORMA FOR BID SECURITY

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 customer 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 customer up to the above amount upon receipt of its first written demand, without the customer having to substantiate its demand, provided that in its demand, the customer 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 11 of section III 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. of Branch
 FAX No. of Branch

SECTION VIII

PROFORMA OF 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 he 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, out liability under this guarantee shall be restricted to al 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 thereunder 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 THREE 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 and 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.

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-I
LIST OF C-DOT PCBs/CARDS/ITEMs

Sl.No.	PCB Nomenclature	Remark
TYPE-I: LINE AND TRUNK CARDS		
1.	LCC	Common for all types of C-DOT Exchanges
2.	CCB	do
3.	CCM	do
4.	TWT	do
5.	EMT	do
6.	EMF	do
7.	FFD	SBM/MBM
8.	STC	MBM
9.	CSD	do
10.	ACP	do
11.	BTC	do
12.	ARI	ANRAX
TYPE-II: GENERAL CONTROL CARDS		
1.	RCP	Exclusive for 128 P RAX
2.	CNF	do
3.	128P RAX Mother Board	do
4.	128P RAX Mtce. Board	do
5.	TIC(RAX)	128 & 256 P RAX
6.	RAP	Exclusive for 256P RAX
7.	RSC	do
8.	RMF	do
9.	RAT	do
10.	RTC	do
11.	RDS	do
12.	RDC	do
13.	256P RAX Mtce. Panel	do
14.	256P RAX Mother Board	do
15.	ANN	Common for SBM, MAX-L, MAX-XL
16.	CONF	do
17.	TTC	do
18.	TUI	do
19.	TIC	do
20.	DTS	do
21.	DTC	do
22.	TUC	do
23.	TUB	do
24.	SPC	do
25.	ISP	do
26.	CPU	do
27.	BPC	do
28.	MEM	do
29.	BME	do
30.	TME	do
31.	BIC	do
32.	BID	do
33.	TSM	do
34.	TSS	do
35.	RTS	do
36.	TSC	do
37.	TGA	do
38.	MFC	do
39.	SCIC	do

40	AFB	do
41	MSD	do
42	MSC	do
43	TSI	do
44	ETS	do
45	ETC	do
46	IOC	do
47	VCP	do
48	VHI	do
49	VEP	do
50	VDE	do
51	HDL	do
52	SCSI (PER)	do
53	SIO	do
54	FPC	do
55	SMC	do
56	NCP	do
57	HPC	do
58	NIO	do
59	Mother Board of BPU	do
60	TSU	do
61	ATU	do
62	DTU	do
63	Alarm Display Panel (ADP)	do
64	OMA	do
65	SCK	Exclusively for CM-L
66	SSM	do
67	RSM	do
68	SSS	do
69	SMT	do
70	SST	do
71	SCT	do
72	FBI	Exclusively for CM-XL
73	CCK	do
74	CBX	do
75	MMD	SBM/MBM
76	MCS	RLC
77	MTC	do
78	MLC	do
79	RNS	256 P RAX
80	RWC	do
81	OPR	128 P RAX
82	TGC	do
83	AN-RAX Motherboard	AN RAX
84	MMD (ADP Display card)	Common for SBM, MAX-L, MAX-XL
TYPE-III: POWER SUPPLY CARDS		
1	PSU-I	
2	PSU-II	
3	PSU-III	
4	APS	
5	MPU	
6	ASU	

TYPE-IV: SOPHISTICATED CONTROL CARDS

Sl.No	PCB Nomenclature	Remarks
1.	HPC	Common for SBM, MAX-L, MAX-XL do
2.	VHC XL	do
3.	BRL	do
4.	HMS	do
5.	ESL	do
6.	ICC	do
7.	ITC	do
8.	NSC	Exclusive for CM-XL
9.	PRL	Common for SBM, MAX-L, MAX-XL
10.	PSS	Exclusive for CM-XL
11.	PSM	do
12.	SHM	Common for SBM, MAX-L, MAX-XL
13.	ESM	do
14.	ARC	AN RAX

ANEXURE-II

MONTHLY PERFORMANCE PROFORMA

PCB wise repair statement of C-DOT PCBs for the month of _____ of the year _____
for window of _____ SSA by _____ (Name of the contractor)

Sl. No	PCB Nomenclature	Cards received by the contractor	Cards received by the customer	Repeat fault	PCBs declared irreparable (RNP) by contractor	PCBs replaced by contractor	PCBs pending with contractor	Date of oldest pendency
TYPE-I : LINE AND TRUNK CARDS								
1	LCC							
2	CCB							
3	CCM							
4	TWT							
5	EMT							
6	EMF							
7	FFD							
8	STC							
9	CSD							
10	ACP							
11	BTC							
12	ARI							
TYPE-II: GENERAL CONTROL CARDS								
1	RCP							
2	CNF							
3	128 P RAX Mother Board							
4	128 P RAX Mtce. Panel							
5	TIC (RAX)							
6	RAP							
7	RSC							
8	RMF							
9	RAT							
10	RTC							
11	RDS							
12	RDC							
13	256P RAX MP							
14	256 RAX MBd							
15	ANN							
16	CONF							
17	TTC							
18	TUI							
19	TIC							
20	DTS							
21	DTC							
22	TUC							
23	TUB							
24	SPC							
25	ISP							
26	CPU							
27	BPC							
28	MEM							
29	BME							
30	TME							

TYPE-II: GENERAL CONTROL CARDS								
Sl. No	PCB Nomenclature	Cards received by the contractor	Cards received by the customer	Repeat fault	PCBs declared irreparable (RNP) by contractor	PCBs replaced by contractor	PCBs pending with contractor	Date of oldest pendency
31	BIC							
32	BID							
33	TSM							
34	TSS							
35	RTS							
36	TSC							
37	TGA							
38	MFC							
39	SCIC							
40	AFB							
41	MSD							
42	MSC							
43	TSI							
44	ETS							
45	ETC							
46	IOC							
47	VCP							
48	VHI							
49	VEP							
50	VDE							
51	HDL							
52	SCSI(PER)							
53	SIO							
54	FPC							
55	SMC							
56	NCP							
57	HPC							
58	NIO							
59	BPU MBd							
60	TSU							
61	ATU							
62	DTU							
63	ADP							
64	OMA							
65	SCK							
66	SSM							
67	RSM							
68	SSS							
69	SMT							
70	SST							
71	SCT							
72	FBI							
73	CCK							
74	CBX							
75	MMD							
76	MCS							
77	MTC							
78	MLC							
79	RNS							
80	RWC							
81	OPR							
82	TGC							
83	AN-RAX Motherboard							
84	MMD							

TYPE-III: POWER SUPPLY CARDS								
Sl.No	PCB Nomenclature	Cards received by the contractor	Cards received by the customer	Repeat fault	PCBs declared irreparable (RNP) by contractor	PCBs replaced by contractor	PCBs pending with contractor	Date of oldest pendency
1.	PSU-I							
2.	PSU-II							
3.	PSU-III							
4.	APS							
5.	MPU							
6.	ASU							

TYPE-IV: SOPHISTICATED CONTROL CARDS								
Sl. No	PCB Nomenclature	Cards received by the contractor	Cards received by the customer	Repeat fault	PCBs declared irreparable (RNP) by contractor	PCBs replaced by contractor	PCBs pending with contractor	Date of oldest pendency
1.	HPC							
2.	VHC XL							
3.	BRL							
4.	HMS							
5.	ESL							
6.	ICC							
7.	ITC							
8.	NSC							
9.	PRL							
10	PSS							
11	PSM							
12	SHM							
13	ESM							
14	ARC							

**ANNEXURE-III
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

Subject : Authorisation 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 authorisation as prescribed above is not recovered.

ANNEXURE-IV
UNDERTAKING

(To be submitted by the Bidder along with the Bid)

“I _____,”

S/O _____

Resident of _____

hereby certify that none of my relative(s) as defined in the tender document is / are employed in BSNL units as per details in tender document at clause 29.1 of section-III. 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 of the bidder

With seal.

Bharat Sanchar Ngam Limited
(A Government of India Enterprise)
O/o the Chief General Manager, BSNL; Orissa Telecommunication Circle
OP Cell
PMG Square, Unit-III; Bhubaneswar-751001.

BID DOCUMENT

TENDER FOR

Annual Repair Contract (ARC) for repair of faulty PCBs of C-DOT Exchanges.

TENDER NO: OP/16-588/09-10

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 tenderer:	

D.E. (OP)
O/o the C.G.M.T., BSNL
Orissa Telecommunications Circle- Bhubaneswar.

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

SECTION – IX
FINANCIAL BID

TENDER No: OP/16-588/09-10 dated ...18/05/2009

Date and Time of opening of Tender: 10/06/2009 at 16:00 Hrs.

Price Quotation and other details for Annual Repair Contract for faulty PCBs of C-DOT exchanges.

Dear Sir,

1. Having examined the scope of work, terms and conditions of this tender/ bid document, we, hereby offer to undertake the annual repair contract of PCBs of CDOT exchanges in conformity with the clause 9 (Section-III) for the rates as mentioned below:

Rate A: For mode of collection and return of cards as in clause 3.2a i) (Section IV):

Type of item/card/PCB	Description	Unit Rate (in figures)	Unit Rate(in words)
Type – I	Line and trunk cards	Rs	Rs
Type – II	General Control Cards	Rs	Rs
Type – III	Power supply cards	Rs	Rs
Type - IV	Sophisticated control Cards	Rs	Rs

Rate B: For mode of collection and return of cards as in clause 3.2a ii) (Section IV):

Type of item/card/PCB	Description	Unit Rate (in figures)	Unit Rate(in words)
Type – I	Line and trunk cards	Rs	Rs
Type – II	General Control Cards	Rs	Rs
Type – III	Power supply cards	Rs	Rs
Type - IV	Sophisticated control Cards	Rs	Rs

2. In conformity with the clause 8 (Section III), we have examined the four Types of C-DOT Cards, i.e. Type-I, Type-II, Type III and Type-IV, shown in the tentative list of C-DOT cards as given in Annexure-I and have quoted the rates as above.

3. 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 2 (Section V).

4. We agree to abide by this bid for a period of six months 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 2009

Signature

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

