

TENDER FOR
SUPPLY
OF
OPTICAL FIBER ACCESSORIES
(TECHNICAL)



2009-2010

Tender No. **DET OFC/RKL/NIT/09-10/1**

BHARAT SANCHAR NIGAM LIMITED
(A GOVT. OF INDIA ENTERPRISES)
O/O THE DE OFC ETR ROURKELA

BHARAT SANCHAR NIGAM LTD.

(A Govt. of India Enterprise)

Office of the DE OFC ETR, , Rourkela

No. DET OFC/RKL/ETR/09-10/1

Dt.10/6/2009

NOTICE INVITING TENDER

On behalf of Bharat Sanchar Nigam Ltd.[BSNL], sealed tenders are invited by the DE OFC ETR, Rourkela for procurement of of accessories such as SJC,BJC,CITY BOX,PATCH CORD,PIG TAIL etc (**all items must be TEC approved**) for the use of all Divisions under the Dy.GM Mtce ETR Bhubaneswar **when in emergency condition subject to non availability of the same in the departmental store** from registered firm/suppliers dealing in supply of such type of OFC accessories as per the details given in the Tender Document.

Tender document containing all the details can be had from the Sub-Divisional Engineer(OFC MUX Rourkela) on any working day from **10-6-09 to 29-6-09** between **10:00 hrs. to 13:00 hrs.** on production of registration certificate, experience certificate that the Bidder has Supplied Same type of items during last three financial year to BSNL from and officer not below the rank of DGM and it is working satisfactory since its date of Supply and on production of a DD for Rs.563/-(Five hundred & Sixty Three only) taken from any scheduled Bank drawn in favour of Sr.Accounts Officer,O/o DGM ,Mtce ETR, Bhubaneswar payable at Bhubaneswar

Earnest Money Deposit	:Rs.10,000/-
Commencement of sale of Tenders	: 10:00 hrs. of 10-6-09
Last date for sale of Tenders	: 13:00 hrs. of 29-6-09
Last date & time for submission of filled in Tenders	: 13:00 hrs. of 30-6-09
Date & time of opening of received Tenders	: 16:00 hrs. of 30-6-09

If holiday is declared for any reason, the tenders will be opened on the next working day. The time and venue will remain unchanged.

The DE OFC Mtce ETR, BSNL, , Rourkela reserves the right to reject any or all tenders without assigning any reason and his decision is final.

Divisional Engineer OFC Mtce
Rourkela.

NB: The tender form can also be downloaded from the web site and can be submitted in the prescribed form by enclosing a demand draft of Rs.563/- in favour of Sr.AO, O/o the DGM Mtce ETR Bhubaneswar of any nationalized bank& payable at Bhubaneswar

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**SECTION - II
BID FORM**

Tender No. _____ **Date :** ____ / ____ / ____

To

**The DE OFC ETR,
Rourkela Telecom. District , Rourkela – 769012 .**

_Dear Sir,

Having examined the conditions of contract and specifications the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of supply of OFC accessories in conformity with said conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, we will execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document.

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period of 240 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a format Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

Dated this day of **(the year)**

Signature of Authorized Signatory
In capacity of
Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Sig of bidder

SECTION III**INSTRUCTIONS TO BIDDERS****A INTRODUCTION****1. DEFINITIONS**

- (a) **“The Purchaser”** means the Dy GM Mtce ETR Bharat Sanchar Nigam Limited, Bhubaneswar through the Divisional Heads of different Divisions under Orissa Sub Region .
- (b) **“The Bidder”** means the individual or firm who participates in the tender and submits its bid.
- (c) **“The Supplier”** means the registered firm/suppliers rendering the supply of OFC accessories under the contract.
- (d) **“The Services ”** means all activities related to conduct & performance of contractual obligations under the contract.
- (f) **“The Purchase Order”** means the order placed by the purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto 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.
- (h) **“Acceptance”** is a process of accepting the report by BSNL

2. ELIGIBLE BIDDERS

Registered firm/supplier dealing in supply of OFC accessories.

3. COST OF BIDDING

Rs 563/00 (Rupees five hundred & sixty three only) .

B. THE BID DOCUMENTS**4. BID DOCUMENTS**

4.1 The materials required to be supplied, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The Bid documents include:

- | | | |
|--|---|--------------|
| (a) Notice Inviting Tender | - | Section I |
| (b) Bid Form | - | Section II |
| (b) Instructions to Bidders | - | Section III |
| (c) General (Commercial) Conditions of Contract | - | Section IV |
| (d) Special conditions of Contract, if any | - | Section V |
| (e) Letter of authorization to attend bid opening. | - | Section VI |
| (g) Specification and Schedule of Requirements | - | Section VII |
| (h) Sample Agreement | - | Section VIII |

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- | | | |
|---|---|------------|
| (i) Non working of relative declaration | - | Section IX |
| (j) Financial Bid | - | Section X |

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

5. CLARIFICATION OF BID DOCUMENTS

A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing or by FAX at the Purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing or by FAX to any request for the clarification of the Bid Documents, which it receives **not later than 1 day prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.

6. AMENDMENT OF BID DOCUMENTS

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

C. PREPARATION OF BIDS

7. DOCUMENTS COMPRISING THE BID

A Bid form and price schedule completed in accordance with clause 8 & 9.

8. BID FORM

The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following documents :

- i. EMD as specified in NIT.
- ii. Experience Certificate that the Bidder has Supplied Same type of items during last three financial year to BSNL from and officer not below the rank of DGM and it is working satisfactory since its date of Supply.
- iii. Certificate of TEC from competent authority of BSNL stating that the items are TEC approved.
- iv. Tender document(s), in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.

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- V. The registration of the firm. Authenticated copy of partnership deed in cases of partnership firm.
- vi. Copy of latest return to Income Tax Department
- vii. Sale Tax clearance certificate
- viii. Bid Form, duly filled in, as per section II.
- ix. Original “Power of Attorney” in case person other than the Tenderer has signed the Tender documents.
- X. Document establishing the firm/supplier dealing and supply with OFC accessories as per specification indicated in tender documents to be furnished
- XI. Non working of relative declaration as per section-IX(Financial Bid)

9. BID PRICES

- 9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes . The offer shall be firm in Indian Rupees.
- 9.2 The supplier shall quote as per price schedule given in section –IX(Financial Bid) for all the items given in schedule of requirement.
- 9.3 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. **A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.**
- 9.4 **“DISCOUNT, if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free service, etc, into account”.**
- 9.5 The price approved by the BSNL for the service will be inclusive of Levies ,Taxes & transportation as mentioned in Para 9.1 above.
- 9.6 The tender will be evaluated and decided on the basis of “All Inclusive Lowest Prices”, offered by the bidders on the basis of evaluation by TEC(Tender evaluation committee). The “all-inclusive charges” shall comprise of basic price , all taxes & transportation etc.

10. DOCUMENTS ESTABLISHING SUPPLY OF SERVICE

- 10.1 Document establishing the firm/supplier dealing and supply with OFC accessories as per specification indicated in tender documents to be furnished.

11. BID SECURITY

- 11.1 The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount as mentioned in the NIT against each section . **No interest shall be paid by the department on the bid security for any period, what so ever.**

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- 11.2 The bid security is required to protect the Department against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to para 11.7
- 11.3 Bid Security shall be paid in the form of Crossed Demand Draft issued by a scheduled bank, drawn in favour of Sr. Accounts Officer **O/O ,DGM Mtce ETR ,Bhubaneswar.**
- 11.4 A bid not secured in accordance with para 11.1 & 11.3 shall be rejected by the Department as non responsive.
- 11.5 The bid security of the unsuccessful bidder will be refunded as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the Department.
- 11.6 The successful bidder's bid security will compulsorily be converted to part Performance security deposit in accordance with clause 4 of general condition of contract.
- 11.7 The bid security shall be forfeited;**

11.7.1 If a bidder withdraws his bid during the period of bid validity specified in the bid document or

11.7.2 If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the Department or

11.7.3 In case of a successful bidder, if the bidder fails to sign the agreement ,

No interest will be paid to the contractor on the security deposit.

12. PERIOD OF VALIDITY OF BIDS

- 12.1 Bid shall remain valid for **180 days** after the date of opening of bids prescribed by the purchaser pursuant to clause 18.1. **A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.**
- 12.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. . The bidder may refuse the request. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

13. 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 or persons signing the bid. The bidder authorized for signing the bid shall sign all pages of the original bid .

D. SUBMISSION OF BIDS

14. SEALING AND MARKING OF BIDS

- 14.1 Bid for each tender should be submitted in two envelopes placed inside a main cover. These envelopes should contain the following :

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Envelope	Marked on the Cover	Contents of Envelope
First	Technical Bid	Containing documents as per Clause 8 .
Second	Financial Bid	Containing Financial bid documents with rates duly quoted by the tenderer in the prescribed format.

On all these envelopes the name of the firm and whether “Technical Bid” OR “Financial” bid must be clearly mentioned and should be properly sealed (with sealing wax / packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing wax/Packing PVC tape). **The tenders which are not submitted in above mentioned manner shall be summarily rejected.**

All envelopes (2 inner & one outer) must bear the following;

Tender for supply of OFC accessories

14.2 The envelopes shall be addressed to the the following address :

D.E.OFC ETR Rourkela
Telephone Kendra, Uditnagar
Rourkela Orissa-769012

14.3 Tenders shall only be delivered in person and shall be dropped in the Tender Box kept in the room of DE OFC Mtce ETR Rourkela . The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.

14.4 **If the envelope is not sealed and marked as required at paras 14.1 the bid shall be rejected.**

15. SUBMISSION OF BIDS

15.1 **Bids must be received by the DE OFC Mtce ETR Rourkela not later than the date and time specified in NIT.**

15.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

15.3 The bidder shall submit his bid offer against all the items as per requirement of the Bid Documents. Not more than one independent and complete offer shall be permitted from the bidder.

16. LATE BIDS

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 15, **shall be rejected and returned unopened to the bidder.**

17. MODIFICATION AND WITHDRAWAL OF BIDS

No modification and withdrawal is allowed after submission of bid.

E. BID OPENING AND EVALUATION

18. OPENING OF BIDS BY DE OFC Mtce ETR Rourkela

18.1 The bids shall be opened at date and time specified in NIT.

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- 18.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 18.3 The tender opening committee will first open the First envelope . This envelope containing Technical bid will be evaluated. After evaluation of Technical bid ,the qualifying tenders will be intimated separately the date on which their financial bid will be opened. The financial bid will not be opened for those who fail to qualify in the Technical bid.

19. CLARIFICATION OF BIDS

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

20. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

The evaluation and comparison of bids shall be by a Committee constituted for this purpose. The rates of all the items will be added and the L-1 will be ascertained from the minimum value .But how ever if the authority desires so it may award the offer to different parties for different item taking their minimum quoted rate item wise.

21. CONTACTING THE PURCHASER

- 21.1 No bidder shall try to influence the Purchaser on any matter relating to its bid.
- 21.2 **Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.**

F AWARD OF CONTRACT

22. AWARD OF CONTRACT

- 22.1 The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable.
- 22.2 Award of work for will be on the selected firm/supplier as per eligibility criteria.

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

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

24. ISSUE OF LOI.

- 24.1 The issue of LOI shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 24.2 The bidder shall within 7 days of issue of the LOI, sign the required agreement as per section Section-IX .

25. SIGNING OF CONTRACT

The issue of P.O. shall constitute the award of contract on the bidder.

26. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 25 shall constitute sufficient ground for the annulment of the award in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for the new bids.

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

- (i) **Clause 14.1 of Section III : The bids will be recorded unopened, if covers are not properly sealed.**
- (ii) **Clauses 12.1,of Section III :** The bids will be rejected at opening stage bid validity is less than the period prescribed in Clause 12.1 mentioned above.
- (iii) **Clause 2 of Section III :** If the eligibility condition as per clause 2 of Section II is not met, the bids will be rejected without further evaluation.
- (iv) **Clause 13 of Section III :** If clause-by-clause compliance as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
- (v) **Section IV Commercial conditions, Section V Special Conditions of Contract :** Compliance if given using ambiguous words like “Noted, Understood”, “Noted & Understood” shall not be accepted as compliance. Mere “Complied” will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- (vi) **Section VIII Price Schedule :** Prices are not filled in as prescribed in price schedule.
- (vii) **Section II clause 9.4 on discount which is reproduced below:**

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

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SECTION IV**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT****1. APPLICATION**

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

2. STANDARDS

N.A

3. PATENT RIGHTS

N.A

4. PERFORMANCE SECURITY

4.1 The bid security of the successful bidder will be converted into part performance security and an additional amount of 5% of the bill of the supplier will be deducted as additional performance security.

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

4. The performance security Bond will be discharged by the Purchaser six month after completion of the supplier's performance obligations, including any warranty obligations, under the contract.

5. INSPECTION AND TESTS

5.1 The Purchaser or his representative shall have right to inspect the goods and materials.

5.2 Should any inspection point out to the need of improvement, the alternation necessary to improve shall be incorporated free of cost to the purchaser.

5.3 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

6. DELIVERY OF GOODS

6.1 Delivery of OFC accessories shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements, specifications and special conditions of contracts, and the goods/services shall remain at the risk of the supplier until delivery.

6.2 The P.O will be made in phases as per the requirements.

6.3 The supplier has to supply the goods within 1 months of receive of P.O.

6.4 The supplier/bidder has to deliver the materials at the door of the destination. What ever legal application like gate pass and entry tax etc. is the responsibility of the bidder. BSNL will not be involved in any way till the delivery of the materials.

7. PAYMENT TERMS

7.1 The payment will be made in Indian Rupees only. The mode of payment shall be as follows:

(a) Payment of 95% of price shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.

- i) Invoice
- ii) Delivery Challan
- iii) Supplier certificate for dispatch
- iv) Excise gate pass/invoice or equivalent document
- v) Consignee receipt

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- (b) The balance 5% payment shall be released within 6 months from the date of supply of the OFC accessories/installation in case there are no damage/shortage. In those cases where such shortages/damages are intimated to the supplier in writing, the balance shall be released only after the cases are settled in accordance with the provision of P.O.
- (c) Income tax and sale tax as applicable under government rates will be deducted at source.

8. PRICES

- 8.1 (i) Prices charged by the supplier for services rendered/ performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.
- (ii) Prices once fixed will remain valid during the schedule delivery period. Increase and decrease of Taxes and other statutory duties will not affect the price during this period.

9. CHANGES IN PURCHASE ORDERS

- 9.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract related to terms or specifications.
- 9.2 If any such change causes the time required for the execution of the contract an equitable adjustment shall be made in delivery schedule and the contract shall accordingly be amended.

10. SUBCONTRACTS

No sub contract is allowed.

11. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 11.1 Delivery of service and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either to short close /cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.
- 11.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions, forfeiture of its performance security, imposition of liquidated damages, and/or termination of the contract for default.
- 11.3 If at any time during the performance of the contract, the supplier should encounter condition impeding timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its causes (s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract after mutual discussion with the supplier.

12. LIQUIDATED DAMAGES

- 12.1 The date of supply stipulated in the Purchase Order should be deemed to be the essence of the contract and must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, execution is delayed and the reports made over after the expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such execution will not deprive the purchaser of his right to recover liquidated damage under clause 12.1 below.

12.1 Should the tenderer fail to deliver the services within the period prescribed, the purchaser shall be entitled to recover 0.5 % of the value of the delayed quantity of the goods , for each week of delay or part thereof, for a period upto 10 weeks and thereafter at the rate of 0.7% of the value of the delayed quantity of the goods for each week of delay or part thereof for another 10 weeks of delay. **Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.**

13. FORCE MAJEURE

13.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage , fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

13.2 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 course of manufacture which may be in possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

14. TERMINATION FOR DEFAULT

14.1 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 11;
- 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, does not remedy his failure within a period of 30 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

14.2 In the event the purchaser terminates the contract in whole or in part pursuant to para 14.1 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 the performance of the contract to the extent not terminated.

15. 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.

16. ARBITRATION

16.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the Dy.GM Mtce ETR Bhubaneswar, or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the Dy.GM Mtce ETR Bhubaneswar or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the Dy.GM Mtce ETR Bhubaneswar or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Dy.GM Mtce ETR 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 on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the Dy.GM Mtce ETR Bhubaneswar said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

16.1 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

16.2 The venue of the arbitration proceeding shall be the office of the Dy.GM Mtce ETR Bhubaneswar or such other places as the arbitrator may decide.

17. 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 the BSNL of India 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 the BSNL or such other person or persons contracting through the BSNL.

SECTION V

Special conditions of the Contract

1. The special conditions of the contract shall supplement the 'Instructions to the Bidders' as contained in Section III & "General Conditions of the Contract" as contained in Section IV and wherever there is a conflict, the provisions herein shall prevail over those in Section III and Section IV.
2. If the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered
3. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
4. Any clarification issued by purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
5. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
6. The purchaser reserves the rights to counter offer price(s) against the price(s) quoted by any bidder.

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SECTION – VI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender Number _____

Subject : Authorization for attending bid opening on _____ (date) in the tender of _____.

Following persons are hereby authorized 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 Signatures
I		
II		

Alternate

Representative

Signature of bidder

Or

Officer authorized to sign the bid documents on behalf of the bidder.

Sig of bidder

SECTION-VII

SCHEDULE OF REQUIREMENTS.

1. Specifications

The details of specification are mentioned below in Col 2. However in case of doubt as to the specification the suppliers may contact the DE OFC Mtce ETR Rourkela in the telephone numbers mentioned in the Tender notice.

2. Requirements:- *The forecast of requirement is only tentative and may change according to field requirement. The items will be procured exclusively in case of emergency and order will be placed only when the same could not be made available by the departmental store.*

<i>Sl. No.</i>	<i>Item</i>	<i>Specification</i>	<i>Unit measure</i>	<i>Quantity</i>
1)	Screen Cable: (PCM Cable) Twin conductor 120 Ω	(a) Single pr.	100m coil	13
		(b) 8 pr.	100m coil	10
		(c) 16 pr.	100m coil	6
2)	Screen Cable: Coaxial Flexible	75 Ω	100m	13
3)	OFC Patch Cord	(a) FC – FC	(a) 1m Length	10
			(b) 2m Length	10
			(c) 10m Length	200
			(d) 20m Length	182
		(b) LC – LC	(a) 1m Length	20
			(b) 6m Length	20
			(c) 10m Length	258
			(d) 20m Length	218
		(c) FC – LC	(a) 1m Length	10
			(b) 6m Length	10
			(c) 10m Length	220
			(d) 20m Length	144
4)	Pigtail (OFC)		(i) 10m Length	10
			(ii) 20m Length	90
5)	Universal Connector / Adopter		01	10
6)	Connector:	M	Unit	30
	a) BNC – BNC	F	Unit	
	b) Spinner	M	Unit	30
		F	Unit	
7)	Cord:- PCM 120 Ω	2m	Unit	60
		4m	Unit	670
		8m	Unit	646
8)	Jumper Wire: Twin Conductor	150 Ω	100m	33

<i>Sl. No.</i>	<i>Item</i>	<i>Specification</i>	<i>Unit measure</i>	<i>quantity</i>
9)	Cord:- Micro- Micro spinner	F	2m	10
			4m	10
			10m	40
10)	Wire wrapping Gun	(i) Manual	01	9
		(ii) Electrical	01	15
11)	Wire wrapping Tool	Manual	01	16
12)	Wire de-wrapping Tool	Manual	01	16
13)	DDF Module Slim	(i) 120 Ω	01	110
		(ii) 75 Ω	01	18
14)	DDF Bay	(Slim)	01	5
15)	Heat Sleeves		100 Pkts.	16
16)	Sheath Jelly Cleaning Liquid (100 ml.)		10 Bottles	26
17)	Optical Fibre Cleaning Liquid (100 ml.)	Can clean patch cord tips	10 Bottles	22
18)	Spray Cleaner (for Patch Cord tips)		One	78
19)	OF Cable Sheath Cutter		One	19
20)	OF Cable Tube Cutter		One	18
21)	O.F. Cutter		One	17
22)	Mechanical Fibre Adopter		One	13
23)	Strong Adhesive Taps (PVC)		10m	20
24)	Fibre numbering rings		100pcs	15
25)	Fibre Fixing Tags		100pcs	27
26)	Power Meter	(i) 0db to- 40db	01	8
		(ii) +20db to - 40db	01	17
27)	Digital Earth Resistance Tester		01	7

Sl. No.	Name of items	Unit measure	quantity
28	SJC(6F)	01	-
29	SJC(12F)	01	1110
30	SJC(24F)	01	440
31	BJC(6F)	01	100
32	BJC(12F)	01	30
33	BJC(24F)	01	40
34	CITY BOX(6F)	01	-
35	CITY BOX(12F)	01	26
36	PIG TAIL(6 MTR)	01	150
37	PATCH CORD(6MTR FCPC-FCPC)	01	260
38	PATCH CORD (6 M SCPC-SCPC)	01	190
39	PATCH CORD (6M FCPC-SCPC)	01	205
40	FCPC-FCPC Connector (0 db)	01	700
41	FCPC-FCPC Connector (5 db)	01	390
42	FCPC-FCPC Connector (10 db)	01	700
43	FCPC-FCPC Connector (20 db)	01	275
44	SCPC-FCPC Connector (0 db)	01	630
45	Digital Multimeter (1000VDCor700rmsac,200mA/250v 9Volt Battery,Dual slope integreition(optioanal accessories K- type thermocouple)	01	15
45	Wrapping tag block (250 pins)	01	50
46	FCPC-SCPC	01	55
47	Micro spinner(m) Micro spinner(f)	01	208 183
48	PATCH CORD(10MTR FCPC-FCPC PATCH CORD(20MTR FCPC-FCPC)	01	250 150
49	LCPC-FCPC PATCH CORD 20M LCPC-FCPC PATCH CORD 10M	01	30 30
50	Plug in typeLCPC (M to F)attenuator 10 db	01	15
51	Plug in typeSCPC (M to F)attenuator 10 db	01	15

SECTION-VIII

AGREEMENT

An Agreement for supplying single,three phase power plant line conditioner to Rourkela Telecom District is made in between Sri..... as one part and the DE OFC ETR, Rourkela as 2nd part on behalf of the BSNL on this... day of ... 2006 of supplying OF accessories as per conditions of tender.

Where as in response to the Tender Notice No.DET OFC/ETR/NIT/07-08/4 issued by the DE OFC ETR, Rourkela Sri..... has been declared successful tenderer for supplying OFC accessories as specified.

Sri..... hereby undertakes to carryout the supply of the OFC accessories as per the separate office order for supplying the items to the required quantities after execution of this agreement at the rate as per the negotiated rate in his favor and according to the terms and conditions laid in the tender document.

Sri also undertakes to supply these items at the same approved rate as stipulated in the Annexure-“B” and according to the laid down standards of the Department and up to the satisfaction of the TMD, Rourkela.

Signature of the Contractor/Supplier. DE OFC ETR, Rourkela.

Name:
Address:

Name:
Address:

Date:

Date:

Witness-I

Witness-2

Name:

Name:

SECTION-IX

DECLARATION

I/We hereby declare that none of my/our relatives are employed in any capacity in any of the unit of BHARAT SANCHAR NIGAM LIMITED. I/We shall also intimate the name of the person(s) who is/are working with us in any capacity or is/are subsequently employed by us and who are near relatives to any officer in BHARAT SANCHAR NIGAM LIMITED. I/We am/are aware that any breach of this condition would result in immediate termination of contract/cancellation of the existing contract/ contracts and also forfeiting of my/our security deposit held by Rourkela Telecom District, Rourkela.

NOTE: The term "near relatives" means wife/husband/parents & grand parents/children & grand children/brothers/sisters/ uncle/ aunts/cousins and their corresponding in-laws.

Signature of Tenderer

Name of the Tenderer

(Capacity in which signing)

Sig of bidder

TENDER
FOR
SUPPLY OF
OPTICAL FIBER ACCESSORIES
(FINANCIAL)



2009-2010

Tender No. **DET OFC/ETR/NIT/09-10/1**

BHARAT SANCHAR NIGAM LIMITED (A GOVT. OF INDIA ENTERPRISES)

O/O THE DE OFC Mtce ETR ROURKELA

SECTION-X
PRICE SCHEDULE TO BE QUOTED BY BIDDER

<i>Sl. No.</i>	<i>Item</i>	<i>Specification</i>	<i>Unit measure</i>	<i>Rate in Rupees</i>
1)	Screen Cable: (PCM Cable) Twin conductor 120 Ω	(a) Single pr.	100m coil	
		(b) 8 pr.	100m coil	
		(c) 16 pr.	100m coil	
2)	Screen Cable: Coaxial Flexible	75 Ω	100m	
3)	OFC Patch Cord	(a) FC – FC	(a) 1m Length	
			(b) 2m Length	
			(c) 10m Length	
			(d) 20m Length	
		(b) LC – LC	(a) 1m Length	
			(b) 6m Length	
			(c) 10m Length	
			(d) 20m Length	
		(c) FC – LC	(a) 1m Length	
			(b) 6m Length	
			(c) 10m Length	
			(d) 20m Length	
4)	Pigtail (OFC)		(i) 10m Length	
			(ii) 20m Length	
5)	Universal Connector / Adopter		01	
6)	Connector:	M	Unit	
	a) BNC – BNC	F	Unit	
	b) Spinner	M	Unit	
		F	Unit	
7)	Cord:- PCM 120 Ω	2m	Unit	
		4m	Unit	
		8m	Unit	
8)	Jumper Wire: Twin Conductor	150 Ω	100m	

Sig of bidder

<i>Sl. No.</i>	<i>Item</i>	<i>Specification</i>	<i>Unit measure</i>	<i>Rate in Rupees</i>
9)	Cord:- Micro- Micro spinner	F	2m 4m 10m	
10)	Wire wrapping Gun	(i) Manual	01	
		(ii) Electrical	01	
11)	Wire wrapping Tool	Manual	01	
12)	Wire de-wrapping Tool	Manual	01	
13)	DDF Module Slim	(i) 120 Ω	01	
		(ii) 75 Ω	01	
14)	DDF Bay	(Slim)	01	
15)	Heat Sleeves		100 Pkts.	
16)	Sheath Jelly Cleaning Liquid (100 ml.)		10 Bottles	
17)	Optical Fibre Cleaning Liquid (100 ml.)	Can clean patch cord tips	10 Bottles	
18)	Spray Cleaner (for Patch Cord tips)		One	
19)	OF Cable Sheath Cutter		One	
20)	OF Cable Tube Cutter		One	
21)	O.F. Cutter		One	
22)	Mechanical Fibre Adopter		One	
23)	Strong Adhesive Taps (PVC)		10m	
24)	Fibre numbering rings		100pcs	
25)	Fibre Fixing Tags		100pcs	
26)	Power Meter	(i) 0db to- 40db	01	
		(ii) +20db to - 40db	01	
27)	Digital Earth Resistance Tester		01	

Sl. No.	Name of items	Unit measure	Rate in Rupees
28	SJC(6F)	01	
29	SJC(12F)	01	
30	SJC(24F)	01	
31	BJC(6F)	01	
32	BJC(12F)	01	
33	BJC(24F)	01	
34	CITY BOX(6F)	01	
35	CITY BOX(12F)	01	
36	PIG TAIL(6 MTR)	01	
37	PATCH CORD(6MTR FCPC-FCPC)	01	
38	PATCH CORD (6 M SCPC-SCPC)	01	
39	PATCH CORD (6M FCPC-SCPC)	01	
40	FCPC-FCPC Connector (0 db)	01	
41	FCPC-FCPC Connector (5 db)	01	
42	FCPC-FCPC Connector (10 db)	01	
43	FCPC-FCPC Connector (20 db)	01	
44	SCPC-FCPC Connector (0 db)	01	
45	Digital Multimeter (1000VDCor700rmsac,200mA/250v 9Volt Battery,Dual slope integration(optionanal accessories K- type thermocouple)	01	
45	Wrapping tag block (250 pins)	01	
46	FCPC-SCPC	01	
47	Micro spinner(m) Micro spinner(f)	01	
48	PATCH CORD(10MTR FCPC-FCPC PATCH CORD(20MTR FCPC-FCPC	01	
49	LCPC-FCPC PATCH CORD 20M LCPC-FCPC PATCH CORD 10M	01	
50	Plug in typeLCPC (M to F)attenuator 10 db	01	
51	Plug in typeSCPC (M to F)attenuator 10 db	01	

The items to be supplied must be TEC approved as a proof of which certificate to be enclosed from competent authority of BSNL.

Sig of bidder

