

**BHARAT SANCHAR NIGAM LTD**  
**Office of the DET OFC Telephone Kendra Rourkela**  
**TENDER FOR REPAIR OF MEASURING INSTRUMENTS**  
**IN ORISSA SUB-REGION**

**Tender No: DET OFC /RKL/T-1 / 09-10 / 03**

**Dated 23-10-2009**

Wax sealed tender are invited by DET OFC(M) Rourkela on behalf of BSNL/ETR for the **repairing of faulty optical fibre/Microwaves testing/measuring instrument working in Transmission area of ORISSA Sub Region** as per list enclosed from reputed and capable suppliers, manufactures or their authorized /registered distributors.

Details of Items :- Attached as Annexure –D

Earnest Money Deposit **:Rs 25000.00**

Commencement of sale tender papers **:10.00 hrs of 26.10.09**

Last date of sale of Tender paper **:13.00 hrs of 11.11.2009**

Last date and time of submission of filled in tender papers **:15.00 hrs of 11.11.09**

Date and time of opening Of received Tenders **:16.00 hrs of 11.11.09**

**Conditions:**

The tender will be in two bid system technical & financial and two wax sealed envelopes have to be put Separately.

- (i) First envelop should contain Technical bid i.e. following documents must be submitted with technical bid failing which the financial bid will be not be opened and bid will be rejected. if documents (a) to (j ) are not submitted with the technical bid.
- (a) Particulars/proof of Earnest money deposit.
  - (b) Service Tax Registration Certificate.
  - (c) Authorization letter from the manufacturer or experience Certificate of satisfactory execution of repairing of OF- testing/measuring instruments, from concerned unit.
  - (d) Balance sheet of the preceding three financial years duly certified by Chartered Account.
  - (e) Relationship declaration certificate as per NIT.
  - (f) Debars/blacklist declaration certificate as per NIT.
  - (g) Attested copy of partnership deed / Article of association/Memorandum of association & certificate of incorporation in case of non proprietary firm.
  - (h) Each page of tender document should be signed by the tenderer.
  - (i) Specimen signature and authorization of the person empowered by the firm to sign the bid.
  - (j) A Demand Draft or bank guarantee of Rs. 25,000/-(Twenty five thousand only) in favour of Sr.AO BSNL o/o Dy.GM (Mtce) ETR Bhubaneswar and payable at Bhubaneswar on account of EMD
- (ii) The second envelope should contain the financial (price) bid i.e. rates quoted on price quotation forms attached as Annexure ‘F’ according to NIT .

The tender should be addressed to DET OFC (M) Telephone Kendra Rourkela and should be delivered in person or sent by regd. post so as to reach on or before 11-11-09 upto 15.00 hrs. which will be opened at 16.00 hrs on the same day i.e. on 11-11-09 in the presence of interested bidders or their representatives who may be present at the time of opening of tender.

Intending bidders may obtain a copy of tender documents with full terms & conditions from Sr SDE MuxTelephone Kendra Rourkela on any working day with effect from 26-10-09 to 11-11-09 between 10-00 hrs to 13-00 hrs on submission of **DD of Rs. 520/- (Non refundable) in favour of Sr.AO BSNL o/o Dy.GM (Mtce) ETR Bhubaneswar** and payable at Bhubaneswa. **Tender documents are also available on BSNL web site <http://www.orissa.bsnl.co.in> . The contractor can download the tender documents from BSNL web site and will submit the cost of tender documents with the technical bid in the form of Demand Draft .**

Earnest money of **Rs 25,000/- (Rs. Twenty Five Thousand only)** may be deposited by Demand Draft/Bank guarantee of same amount in favour of Sr.AO BSNL o/o Dy.GM (Mtce )ETR Bhubaneswar and payable at Bhubaneswa. should be attached with technical bid without which bid shall be summarily rejected.

The bid without purchase of tender documents or cost of tender documents not submitted with the technical bid if tender documents have been downloaded from BSNL web site shall not be entertained and will be rejected summarily. The bids must be accompanied with bid guarantee (EMD).

The Bid (technical & financial) found incomplete in any respect is liable to be rejected.

The techno commercial bids shall be opened on stipulated date and time in case of unforeseen contingencies, the bids shall be opened on the next working day at the same time without any further notice.

DET OFC Rourkela reserves the right to accept or reject any or all tenders without assigning any reason.

DET OFC (M)  
Telephone Kendra,  
Udit Nagar Rourkela

**BHARAT SANCHAR NIGAM LTD  
TENDER DOCUMENT**

**FOR**

**REPAIRING OF FAULTY TESTING AND MEASURING  
INSTRUMENTS WORKING IN TRANSMISSION AREA OF  
ORISSA SUB REGION**

**Tender Invited By :  
DET OFC (M) Telephone Kendra \  
Rourkela**

**M/S** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Price Rs. 520/- Only)

**Bharat Sanchar Nigam Limited**  
**Office of the DET OFC Telephone Kendra Rourkela**

**NOTICE INVITING TENDER**

To  
 The Divisional Engineer OFC (M), Telephone Kendra Rourkela.

Ref. Tender No: DET OFC /RKL/T-1 / 09-10 / 03      Dated 23-10-2009

Dear Sir,

Please find enclosed the following bid documents in original to be used for submission of the bid:

**CONENTS**

<b>S.N.</b>	<b>Title</b>	<b>Section</b>	<b>Page No.</b>
1.	Notice Inviting Tender (NIT)		5
2.	Instructions to bidders	Annexure – A	6 - 8
3.	General conditions of contract	Annexure – B	9 - 11
4.	Description of Work/Special condition	Annexure – C	12 – 13
5.	Details of Testing Instruments faulty	Annexure – D	14 - 15
6.	Penalty Clause	Annexure – E	16
7.	Financial Bid Form & Price schedule of faulty instruments	Annexure – F	17 - 18
8.	Relationship Declaration	Annexure – G	20
9.	D Bar/Black list Declaration	Annexure – H	21
10.	Performance Bank Guarantee Form	Annexure - K	22 ---23

Please acknowledge receipt of bid document by signing on duplicate copy of this letter and provide complete address for correspondence including Telephone Number, FAX and E-Mail and telegraphic address.

DET OFC (M) Rourkela  
 Telephone Kendra Udit Nagar  
 Rourkela 769012  
 PH 0661 2507000

**BHARAT SANCHAR NIGAM LTD.**  
**O/O The DET OFC (M) Telephone Kendra Rourkela**

**NOTICE INVITING TENDER (Schedule of Invitation of Tender)**

1 Tender no.	DET OFC/RKL/T-1 /09-109/ 03
2. Date of issue.	26-10-09
3. Description of work.	: Repairing of faulty OF Testing/Measuring instruments working in Area of ORISSA Sub Region.
Last Date & time for submission of the bids	11.11.09 at 15:00 Hrs
Time & Date for opening of Technical the Bids.	: 11.11.09 at 16.00 Hrs
6. Address for receipt of Bids.	: SDE Mux Telephone Kendra Rourkela
Minimum Validity of Tender.	: 180 days from the date of opening.
Price to be quoted.	: As per Annexure 'F' of this tender document.
9. Earnest Money Payable.	: DD on account of EMD for Rs 25,000/-(Twenty five thousand only) is to be attached with trchnical bid in favour Sr.AO BSNL o/o Dy.GM (Mtce)ETR Bhubaneswar and payable at Bhubaneswar.

10. Bid will be accepted in two waxes sealed envelopes.

- (i) **First envelope** should contain **Technical bid** i.e. following document must be submitted with technical bid failing which the Financial bid will not be opened
- Particulars /proof of Earnest money deposit.  
EMD for Rs. 25,000/- vide DD/ No \_\_\_\_\_
  - Service Tax Registration Certificate.
  - Relation ship Declaration Certificate Annexure 'G'
  - Debars/blacklist declaration certificate Annexure 'H'
  - Experience certificate with details of OF Instruments repaired.
  - Authorization letter from the manufacturer or certificate of satisfactory execution of repair Job regarding repairing of OF testing & measuring instruments.
- Bid will be summarily rejected if the envelope does not contain above document ( a ) to ( f )
- (ii) The **Second envelope** should contain the **Financial (price) bid** i.e. rates quoted on price quotation forms attached as annexure 'F' to this document. The rate should be quoted inclusive of all taxes like VAT, service tax, packaging and transportation etc.
- (iii) Technical bid & financial bid must be in separate envelopes. Financial bid shall be in triplicate marking original, duplicate and triplicate while technical bid shall be in single. Each copy should be ink signed. There will be total two envelope one for technical bid and one envelopes for financial bids. The envelopes must be super scribed suitably as Technical Bid/Financial Bid with Bid enquiry No. & date of opening.
- (iv) The out-cover of financial and technical bids should also bear the name & address of the Bidders at the lower left-hand corner.
- (v) No separate acknowledgement shall be issued. Bids will be received by BSNL at the above address not later than the date & time specified in NIT.

ITEM	ANNEXURE	PAGE
Instruction to the bidders.	Annexure 'A'	6--8
General condition of contract.	Annexure 'B'	9--11
Special condition of contract.	Annexure 'C'	12--13
Detail of instruments which are lying faulty	Annexure 'D'	14-15
Penalty Clause for unsatisfactory work	Annexure 'E'	16
Financial Bid for repairing faulty instruments	Annexure 'F'	17-18
Relationship declaration certificate.	Annexure 'G'	20
Debar /blacklist declaration certificate.	Annexure 'H'	21

**Annexure -A-****Section -1  
INSTRUCTIONS TO BIDDERS****1. INTRODUCTION:**

Orissa Sub Region is an operating unit of Eastern Telecom Region which is a part and parcel of Bharat Sanchar Nigam Limited having its corporate office at New Delhi..

**2. ELIGIBILITY**

**2.1** Work experience – the bidder should have at least two years experience, for the repairing of minimum 0f instruments each types of O/F Testing and Measuring instruments as detailed below in Govt./PSU / Reputed Organization. Experience with Govt. and PSU of technical nature like BSNL, MTNL will be preferred.

1. OTDR
2. Splicing Machine
3. OFC Power meter
4. M/W power meter
5. DTA Set
6. STM-16 Analyser
7. Fibre cleaver(high precision )
8. Laser source(1550 nm )
9. Laser source (1310)

However, successful contractor performed with BSNL/MTNL shall not be considered as additional qualification.

**2.2** Supporting documents may be enclosed with the bid, copy of work award letter from the Govt. Office/PSU/reputed organizations mentioning details of repair jobs.

**3. PREPARATION OF BID**

**3.1.1** Financial Bids and technical bids should be submitted in wax sealed cover. The sealed cover should be super scribed with bid enquiry No. & Date, Date & Time of opening of bid. The DET OFC Rourkela shall have no responsibility for the bid's misplacement or premature opening if the outer envelope is not sealed and marked to the correct address.

**3.1.2** Bids are either to be dropped in box in person kept in the office of DET OFC (M) Rourkela personally or to be sent by registered Post with AD addressed to:-

DET OFC (M) Rourkela  
Telephone Kendra Udit Nagar  
Rourkela 769012

No separate acknowledgement shall be issued. Bids must be received by DET OFc Rourkela at the Above address not later than the date & time specified in NIT.

**3.3** Only one bid should be included in a cover, Whenever more than one bid is included in a cover, all bids enclosed in that cover are liable to be ignored thereby treating that no valid bid has been given by the bidder.

**3.4** The responsibility of ensuring that the bids are delivered in time and at the right address rests with the bidders. Any bid received after the deadline for submission of bids prescribed in NIT shall be deemed as rejected and returned unopened. Any modification of the bid received from the bidders after the dead line of submission of bids shall not be entertained.

**4.** Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature with date and MUST SPECIFY whether he is signing as

- (i) A sole proprietor of the firm or constituted attorney of the sole proprietor.
- (ii) A partner of the firm in which case he/she must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of partnership agreement or power of attorney.

- (iii) Constituted attorney of the firm, if it is a company.
- 4.1 In case of (II) above a copy of the partnership agreement or general power of attorney, in either case, attested by a Notary Public of affidavit on stamp paper of all the partners admitting execution of the partnership agreement of the general power of attorney should be furnished.
- 4.2 In case of partnership firms, where an authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender offer and all other related documents should be signed by every partner of the firm.
- 4.3 A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to a warranty that he has authority to sign, such documents and if on enquiry it appears that the person has no authority to do so. Orissa sub region may without prejudice to other civil and criminal remedies cancel the contract and made or authorize execution of contract/intended contract at the risk and cost of such person and hold the signatory liable to the BSNL for all costs and damages arising from the cancellation of the contract including any loss which the BSNL may have on account of execution of contract / intended contract, subject to minimum sum of Rs. 30,000/- as the liquidated damages in such event..
- 4.4 Each of the bid's ANNEXURE, if ANY, SHOULD BE SIGNED BY THE AUTHORIZED SIGNATORY. The bidder should sign any correction made in the bid. This shall also be done in every additional copy as well. There shall be no interlineations, erasures or overwriting except as necessary to correct errors in the bid in which corrections shall be initiated by person/persons signing the bid.

## **5. EARNEST MONEY**

- 5 A bank draft / bank guarantee for Rs. 25,000/- (Twenty five Thousand ) as EMD in favour of Sr.AO BSNL o/o Dy.GM (Mtce ) ETR Bhubaneswar and payable at Bhubaneswar should be attached with technical bid.
- 5.1 BSNL shall not be liable to any interest on the Earnest Money deposited.
- 5.2 The Earnest Money will be refunded to the un-successful bidders in due course in accordance with the rules of BSNL, for which pre-receipt may be attached with the tender offer. It will be discharged/returned as promptly as possible but not later than 60 days after expiry of period of bid validity.
6. **BID PRICES:**
- 6.1 Bid with firm price only will be accepted.
- 6.2 End Price should be quoted in figures as well as in words.
- 6.3 Prices must be specified in the formal as per Annexure 'F' enclosed.
- 6.4 No increase in the prices shall be allowed during the validity period of contract for any reason whatsoever. No extra tax like service charges etc. will be paid by BSNL.
7. **PERIOD OF VALIDITY:**
- 7.1 Bidders should note that their offers shall remain valid for acceptance for a minimum period of 180 days from the actual opening date of the Bid including any extension thereof. The bid security shall be forfeited if a bidder withdraws his bid during the aforesaid period of bid validity.
- 7.2 In exceptional circumstances the BSNL may request the bidder's consent for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security may also be got suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request shall not be permitted to modify his bid.
8. **SERVICE TAX REGN. CERTIFICATE**
- 8.1 The contract shall be awarded to the successful bidder only after the production of Service Tax Registration Certificate.
9. **TERMS & CONDITIONS FOR THE PARTICIPATING FIRMS.**
- 9.1 Maintenance and Support services terms and conditions enclosed with the bid will be considered as forming part of their bids. In case any terms and conditions of contract applicable to this bid as specified on bid documents are not acceptable to bidders, they should clearly specify the deviation.
- 9.2 BSNL shall not accept any DEVIATIONS in respect of any COMMERCIAL CONDITION as laid down in their documents normally. However a statement of deviations to the provisions of the technical specification conditions shall be given by the bidder if there are any deviations. BSNL will be a liberty to accept or reject any variation in technical specifications.
10. **PERIOD OF EXECUTION**
- 10.1 The job assignment as specified in this query are to be started within 7 (Seven) days from the receipt of award letter.
- 10.2 In case it is not possible to agree to the time period as specified in this query bidders may indicate The time period, which can be guaranteed by them.

**11. RIGHT TO ACCEPT OR REJECT ANY BID:**

11.1 BSNL reserves the right to accept or reject any or all tenders without assigning any reason.

**12. RIGHT TO VARY THE QUANTITY:**

12.1 Contract will be initially for a period of six months, BSNL will have the option to extend the contract initially for one month or more if required. The contractor will repair all the instruments within 3 months.

**13. EVALUATION OF SUBSTANTIVELY RESPONSIVE BIDS:**

13.1.1 The bids will be evaluated with respect to their substantive responsiveness or otherwise. There after, BSNL shall carryout detailed evaluation of the substantively responsive bids.

13.1.2 Arithmetical errors shall be rectified by BSNL if there are any discrepancies between the monthly price and total price that is obtained after multiplying the monthly price and quantity by taking the monthly price as the basic thereby making necessary correction in the total price. If there is any discrepancy between the words and figures the amount in the words shall prevail. In case the bidder does not accept the correction of errors his bid will be rejected.

13.3.1 Prior to detailed evaluation and to determine the substantive responsiveness of the bid it will be examined as to whether the bid confirms to all the terms and conditions of the bid documents without material declaration. Such determination of the bid's responsiveness will be based on the contents of the bid itself without recourse to extrinsic evidence.

13.4 A bid declared non-responsive will be rejected and will not be made responsive by the correction of non-conformity. BSNL may waive any minor informality 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.

13.5.1 No post bid clarification at the initiative of the bidders shall be entertained.

**14. SUMMARY REJECTION OF BIDS:**

Any one or more of the following action/omissions are likely to cause summary rejection of bid.

- i. Tender document not purchased from authorized authority or the document price of Rs. 550/- not submitted with the technical bid if documents have been loaded from BSNL web site.
- ii. Any bid, unless exempted specifically not accompanied by required Earnest Money.
- iii. Any bid received unsealed.
- iv. Any bid received late without conclusive proof that it was delivered before the specified closing time.
- v. Any bid in which rates have not been quoted in accordance with specified formats / details.
- vi. Any bid without experience certificate / authorization letter from the manufacturer.
- vii. Any bid received without Service Tax Registration Certificate.
- viii. Any effect by a bidder to influence the purchaser in the bids evaluation bid comparison or contract award decision may also result in rejection of the bid.
- ix. Any information submitted found to be incorrect.
- x. Any conditional bid.

**15. Acceptance of BID:**

15.1 Acceptance of bid shall be communicated through registered post acknowledgement due in time.

15.2 The selected bidder/bidders shall submit the following to the DET OFC (M) Rourkela within two weeks from the date of letter of acceptance of the bid.

(i) Letter of acceptance of the offer.

(ii) Performance Guarantee of the value specified in letter of acceptance of the bid. The value of PBG will be 10% of total value of the contract. The performance guarantee shall be submitted in Bank Draft or Bank Guarantee from scheduled Bank as per format specified by BSNL, and details of the same to be specified in the letter-conveying acceptance of the bid.

15.3 If terms and conditions in the award letter/contract are different with terms and conditions outlined herein it should be clearly understood that those mentioned in award letter/contract should govern the contract. In the event of any ambiguity or discrepancy interpretation of the purchaser shall be final.

**16. VALIDITY OF CONTRACT/ ORDER:**

The successful bidder will enter into an agreement with DET OFC (M) Rourkela on the approved rates and quantities for a period of six months from the date of entering into the said contract.



**Annexure - B****GENERAL CONDITIONS OF CONTRACT**

1. Submission of bid against this offer shall bind the bidders to the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by the BSNL

**FORFEITURE OF EARNEST MONEY**

- 1.1 If the bidder fails to act on the offer of BSNL by the specified date the earnest money is liable to be forfeited.
- 1.2 Earnest Money is also liable to be forfeited, in case the bidder withdraws the offer after opening of the bid before the expiry of the bid validity period.

**2. PERFORMANCE SECURITY**

- 2.1 The successful bidder will be served letter of intent and be asked to deposit 5% in the form of Demand Draft in the name of Sr.AO BSNL o/o Dy.GM(Mtce ) ETR Bhubaneswar and payable at Bhubaneswar of the estimated cost which is Rs 10,00000.00(Ten Lakh ). as a performance security money.This of course includes the EMD submitted by the bidder along with the technical bid..
  - 2.2 The successful bidder have to deposit an a PBG of 10% amount of the tentative repaired value of faulty instruments which is expected to be Rs 10,00000.00 (Rupees Ten Lakhs ) and will be released only after completion of the contractual performance obligations including any warranty obligations under the contract..
  - 2.3 If the successful bidder/bidders fails or neglects any of his obligations under the contract, BSNL, i shall forfeit either whole or any part of performance security money furnished by the bidder as aforesaid as compensation for any loss resulting from such failure as specifically provided or otherwise that may be determined.
  - 2.4 BSNL shall not be liable to pay any interest on security money deposited.
- 3.1 The periodicity of job as stipulated in Annexure-'D' the contract or letter of offer shall be deemed to be the essence of the contract..

**FORCE MEJURE CLAUSE**

If at any time, during the continuance of this contract performance in whole or in any part by either party or any obligation under this contract shall be prevented or delayed by reason of any event or hostility acts of public, enemy civil commotion, sabotage tides, floods, explosion, epidemics, guarantee restricts, strikes, lockouts or act of god (herein after referred to us events) provided notices of happening 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 the other in respect of such performances. The contract may be resumed as soon as practicable after such event has come to an end or cease to exist and the decision of DY GM (MTCE) (Mtce) (M) ETR Bhubaneswar shall be final. If the performance in whole or part or any obligation under the contract is preventive and delayed by reason of any such event for a period exceeding 60 days either party may at his option terminate the contract.

**ARBITRATION**

In the event of any question or dispute arising under these conditions or any special condition of contract or in connection with this contract except as to any matter (the decision of which

specially provided for by these special conditions) the same shall be referred to the sole arbitration of DY GM (Mtce) ETR or his nominee appointed by him.

There will be no objection that the arbitrator is a Government servant / BSNL officer on that he had deal with the matter to which the contract relates or that in course of his duties as Government / BSNL servant he has expressed views on all or any of the matter is dispute.

The award of the arbitrator shall be final and binding on the parties to this contract.

It is a term of this contract that :

If the arbitrator be the Dy. General Manager (Mtce ) ETR Bhubaneswar in the event of his being transferred or vacating his office by resignation or otherwise it shall be lawful for his successor in office either to proceed with the reference himself or to appoint another person as an arbitrator or in the event of his becoming unable to act for any reason it shall be lawful for the Dy General Manager (Mtce ) (ETR), Bhubaneswar, to appoint another person. In the event of arbitrators death, neglect or refusal to act or resignation or inability to act for any reason it shall be lawful for the Dy General Manager (Mtce ) ETR BSNL, either to proceed with the reference himself or to appoint person as the arbitrator in place of the outgoing arbitrator.

- 3.2 The arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award.
- 3.3 It is further a term of the contract that no person other the DY General Manager( Mtce) ETR, BSNL, Bhubaneswar or the person appointed by him shall act as arbitrator and that if for any reason that is not possible the matter is not to the referred to arbitration at all.
- 3.4 Subject to aforesaid, the Arbitration & contract Act. 1999 and the rules there under any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 3.5 The venue for the arbitration shall be the place from where order is issued of such other place as the arbitrator may determine.

#### 4. PAYMENT TERMS

- 4.1 Payment shall be made on the proof of receipt of satisfactory certificate of job assignment from concerned incharge of O/F Testing Instrument.
- 4.2 Payment will be made on passing and pre-checking of the bills according to departmental rules on submission of such bills.

#### 5. TERMINATION OF CONTRACT

- 5.1 The BSNL, may without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor terminate this contract in whole or in parts.
  - a) If the contractor fails to execute any or all of the jobs assignment within the time period(s) specified in the contract or any extension thereof granted by the BSNL and
  - b) If the contractor fails to perform any other obligation(s) under the contract and within the stipulated period, the time being the essence of the contract.
- 5.2 In the event of termination of the contract in whole or in part the BSNL may execute/get executed the said contract upon such terms and in such manner as it deems appropriate. The contractor shall be liable to the BSNL for the any excess cost for such similar contracts. However, the contractor shall continue performing of the contract to the extent not terminated.
- 5.3 BSNL may without prejudice on the happening of any of the above-mentioned circumstances to its other right under law of the contract provided also where execution of the balance quantity of the items get the remaining work done at the risk and cost of the contractor and look to him for the payments thereof and can also claim a set off if any dues payable under this contract or any other contract under set off clause BSNL may also by giving written notice and without compensation to the Contractor terminate the contract if the contractor becomes bankrupt or otherwise insolvent without affecting its right of action or remedy as purchaser.

#### 6. SET OFF

Whenever under this contract any amount is recoverable from or payable by the contractor Dy.General Manager (Mtce) ETR BSNL Bhubaneswar, shall be entitled to recover such sum by appropriating in part of whole from the security deposit made by the bidder for his contract or for any other contract. In the event of this security not being taken then the balance of the

total sum recoverable shall be deducted from any sum then due or which any time thereafter may become due to the bidder under this order on any other contract with BSNL

7. The contractor can not assign/transfer and sub-contract his interests/obligations under this contract without the prior written permission of the BSNL, and such permission shall not relieve the supplier/contractor from any liability arising or obligation under contract.
8. DELAY IN PERFORMANCE AND LIQUIDATED DAMAGES.
- 8.1 Delay in performances of the work obligations shall the contractor liable to any or all of the following sanctions, forfeiture of performance security, imposition of L.D. @ Rs. 200/- per day maximum to 12% of value of the work awarded and/or termination of the contract for default as per BSNL rules.
- 8.2 In case of any likely-hood of delay in timely performance of service the contractor shall notify BSNL and BSNL may evaluate the situation and may in its discretion extend the period of performance of the contract without giving any benefit of increase due to change in duties/taxes but, however, taking the advantage in case of reduction to its account.
- 8.3 In case of contractor is unable to execute the work awarded within the stipulated period, BSNL without prejudice to any other action due to the default also reserves the right to order such job / work at a price as deemed fit in its discretion with another firm/manufacturer and the contractor will be liable to pay the extra cost for arising out of such an order. However, BSNL will not be liable to pay the benefit of any difference in cost to the contractor with a further clear stipulation that in no eventuality the contractor be absolved of the liquidated damages as specifically provided in the contract.

## Description of work

A. The faulty instruments will be sent to the Regional Repair Centre situated in the office of the Chief General Manager Eastern Telecom Region Kolkata for pre check. After the pre check, the repair centre authority will furnish a certificate that it is not repairable in the Repair Centre. Then only the instrument are to be lifted from the Repair centre to the premises of the party concerned by the Party himself. Transportation for this purpose including loading and unloading is the sole responsibility of the Party concerned. The concerned Division will send the faulty instrument to the Repair Centre on their own risk and sending of repaired instruments to the Division concerned is the party's responsibility.

B. The successful bidder have to repair all the faulty instruments on priority basis and will **provide comprehensive warranty for a period of two years** for the repaired instruments from the date of issue of satisfactory working certificate from the unit.

C. The approved contractor will have to visit the OFC Stations to check the status of the faulty testing/measuring instruments with pre intimation to respective D.E as mentioned in the Annexure-D.

D. The rates for repair of different types of faulty optical fiber test and measuring instruments may be quoted separately for the instruments details given in Annexure 'D'.

E. The successful bidder have to repair the faulty instruments all make. The faulty instrument may be given in phase manner.

F. After repairing the instrument the successful bidder will give self perform test before the unit officer and will provide a test report in this regard for each repaired instruments.

G. The contractor have to collect the faulty instruments from the DE concerned as mentioned in the Annexure-D

G) The contractor have to collect the faulty instrument from the site and returned back after repairing at their own cost. No separate transportation, packaging charges will be given.

- (i) STM-16 Analyzer
- (ii) STM- 1/ 4 Analyzer
- (iii) OTDR
- (iv) Optical Power Meter
- (v) Optical Power Source
- (vi) Splicing Machine
- (vii) Variable Attenuator
- (viii) Frequency Counter
- (ix) Data Tester
- (x) DTA Set
- (xi) Fibre cleaver (high precision )

- (xii) Laser source (1550 nm)
- (xiii) Laser source (1310nm)

The repair of the above mentioned testing instruments should be carried out satisfactorily along with calibration, and proper functioning of each function keys.

**Terms & Condition of contract:**

- (i) In case of failure and not undertaking the repair job of faulty Optical Fiber test and measuring instruments by the Contractor, the work will be got done from the manufacturer/other agency at the risk and cost of contractor.
- (ii) If the contractor fails or neglects any of his obligations under the contract, the BSNL reserves the right to forfeit the Security deposit. In case the performance of the contractor is not found to be satisfactory even after issue of show cause notice, the contract is liable to be cancelled and security forfeited.
- (iii) The contractor will pay any tax payable to State/Central Govt. towards this contract.
- (iv) **In case of any instrument is declared irreparable by the contractor, the final decision will be taken by the BSNL.**

**Price to be Quoted:-**

The rates of repairing of different types of faulty Optical fiber testing/measuring instruments are to be quoted separately as per in the Annexure F along with the rate of any other make or type of instrument.(prescribed perform a for financial bid).

**Payment Terms :** Payment will be done after observing departmental formalities.

(A) Repairing charges for faulty Optical Fiber test and measuring instruments shall be paid on proof of receipt of satisfactory certificate from the officer in-charge of the instrument as per terms and

- (i) The payment will be made on passing and pre-checking of the bills according to departmental rules ..

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**Arbitration:** All the disputes and differences arising out of or in any way touching or concerning this agreement whatsoever (except as to any matter the decision of which is expressly provided for in the contract shall be referred to the sole arbitration of Dy. General Manager(ETR), BSNL Bhubaneswar or any person appointed by him.

There will be no objection to any such appointment the person appointed is any employee of BSNL that he had to deal with the matters to which the contract relates and that in the course of his duties as such employee on the BSNL had expressed views on all or any of the matter in dispute or difference. The award of such arbitrator shall be final and binding on the parties of the contract. It is a term of this contract that 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 reason. Dy. General Manager (ETR), BSNL Bhubaneswar at the time of such transfer, vacation of office or inability to act, shall be entitled to proceed with the reference from the stage at which predecessor left it. It is also a term of this contract the no person other than a person appointed by the Dy General Manager (ETR), BSNL Bhubaneswar as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The arbitrator shall be give reasons for his award.

**Documents to be submitted along with bid and other conditions –**

Following instructions are to be followed while submitting the bids and in case of failure to comply with any of the instructions by the bidders the bids will be liable to be considered as invalid.

1. The financial bid ( Annexure – F)should be in wax sealed envelope.
2. The price should be written in words as well as in figures in price quotations.
3. The authority signing the bid must be duly empowered to do so.
4. EMD in the shape of Bank Draft /bank guarantee in favour of Sr AO ETR O/o DY GM (Mtce) ETR Bhubaneswar

5. Validity should not be less than 180 days.
6. Rates must be quoted in the format of BSNL only.
7. Rates must be quoted only for the work specified in the NIT.
8. Experience Certificate
9. Affidavit regarding I/We or any of my/our partner(s) relatives are neither employed in any capacity in BSNL. The term "Relative" means & includes Father, Mother, Wife, Husband, Sons, Daughter, Brother/Sisters/Uncle/Aunts/Cousins/ in laws (Annexure G)
10. Affidavit declaring that the firm has never been blacklisted (Annexure "H")

**Condition of the Contract :**

- (a) Income Tax shall be deducted at source in accordance with the provision of Indian income tax Act / and or any other deduction that may be provided under any other law.
- (b) In case the contract is awarded to the bidder the approved bidder will have to deposit an amount equal to 5% of the Contract value as security to Sr AO ETR Bhubaneswar by way of demand draft/bank guarantee in favour of ETR BSNL Bhubaneswar,. The security deposit without any interest will be returned to the contractor only when contractual obligations are discharged under this contract after three months of expiry of this contract. The bidder will produce the original receipt of this security deposit before execution of the agreement.

## Details of faulty OF Test &amp; Measuring Instruments.

Annexure - 'D'

UNIT	NAME OF FAULTLY INSTRUMENTS	MAKE	TOTAL
DE -OFC Rourkela 0661-2507000, M- 9437022330	Splicing machine	Sumitomo	1
	OTDR.	Schlumberger	1
	M/W Power Meter	Anritsu	2
DE-OFC Bhubaneswar 0674-2395746 M-,9437036122			
	OTDR	Anritsu	1
	Splicing Machine	Ericsson	1
DE DE-OFC Koraput 06852-250844 M-9437096555			
	OTDR	Anritsu	1
	Splicing Machine	Fujikura	1
DE-OFC Berhampur			
	Cleaver	Ericsson	2
DE-OFC Keonjhar 06766-253965 M-9437075140			
	Splicing Machine	Optel	1
DE-OFC Cuttack 0671-2610200 M-9437064442			
	OTDR	Anritsu	1
	Optical Power Meter	Subex	1
DE-OFC Sambalpur 0663-2400600 M-9437058060			
	DTA-140	HIL	1
	DTA—140	Anritsu	1
	DTA-34		1
DE-OFC Bolangir 06652-230030 M-9437234099			
	OTDR	Anritsu	1
	Splicing Machine	Optel	1

Summary:

1.	OTDR	05
2.	Power meter	01
3.	Splicing Machine	05
4.	Cleaver	02
5.	DTA	03
6.	M/W Power meter	02

Total ----- 18 nos.

**N.B:-The total no instruments are subject to pre cheak in the Regional repair centre.Hence the total number may not be adjudged as available to the party concerned for repair.Some of these may be repaired in the repair centre itself.The left out instruments by the repair centre will only be available to them.**

**Note:** Orissa Sub Region will have the right to increase or decrease to 25% of the quantity of instruments mentioned above and services specified in the schedule of repairing without any change in the unit price or other terms and condition at the time of award of contract.

In exceptional situation where the repairing is of emergent nature and it is necessary to ensure continue repairing from the adjusting vendors. The BSNL reserve the right to place repeat order up to 50% of the quantity of Cards and services contained in the running Tender.

The rate contract can be extend for another one year at the sole discretion of BSNL at the same Rate in terms of conditions.



**PENALTY CLAUSE**

- (ii) Any Optical Fiber test and measuring instrument reported faulty will have to be attended immediately within 3 days on receipt of information and put in the service after repair within 18 days. A minimum penalty of Rs. 200 per day per faulty instrument shall be levied for delay beyond 21 days i.e. 3 + 18 = 21 days subjected to the maximum of 12% of repair charges.
- (ii) The liability of BSNL shall be limited only to the agreed contractual amount payable to contractor.
- (iii) In case of faulty instrument, contractor will take emergency action for repairing Optical Fiber test and measuring instrument. If he fails to take corrective action as above or fails to repair as mentioned in terms and conditions of contract, BSNL will at liberty to get instrument repaired on its own or from any agency and recover the repairing cost from the contractor. In addition to the recovery of cost & penalty etc. BSNL may terminate contract forfeiting security amount and impose L.D.
- (iv) BSNL has no responsibility of any damages /losses during the transportation of testing instruments from OF stations of BSNL to their work shop and vice versa. The contractor will be responsible for the same.

DET OFC (M) Telephone  
Kendra Udit Nagar Rourkela.

**BHARAT SANCHAR NIGAM LTD.**  
Office of the DET OFC (M) ETR, Telephone Kendra  
Udit Nagar Rourkela 769012

**Prescribed form for Tender's Quotation  
Financial Bid for repairing of faulty instruments**

From \_\_\_\_\_

To

DET OFC (M) ETR  
Telephone Kendra Udit Nagsr  
Rourkela

Sub. : Tender for Rate Contract to repair of Optical Fiber testing and measuring instruments faulty /working in the various sites in area under DY GM (Mtce) ETR, BSNL , Bhubaneswar

I/We hereby quote our rates for repairing of faulty instruments under DY GM (Mtce) ETR Bhubaneswar unit as under:

S.NO	Description of Work	Make	Rate Quoted (All Taxes Inclusive) for make mentioned in the list Figure Words	Rate Quoted (All Taxes Inclusive) for any make or type other than mentioned in the list Figure Words
1.	STM-16 ANALYSER	WANDEL&GO LTERMAN		
2.	Power Meter (OFC) Low power	Subex		
3	Power Meter( OFC) High power	AISWARYA		
4.	Splicing Machine	Ericsson,		
		Sumitomo		
		Fujikura,		
		Optel		
5.	DTA Set (140)	Anritsu		
		HIL		
6.	OTDR	Anristu,		
		Schlumberger		
7	STM-4 Analyser	TREND Communicatio		

8	DTA 34 mb	M&C		
9	PCM Analyser	M&C		
10	Data tester 64kbps	Victor plus		
11	Fibre cleaver (high precision )	FIJUKURA		
12	Laser source (1310nm)	silicomp		
13	Laser source (1550nm )	silicomp		
14	Psophometer	M&C		

I/we enclosed herewith Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank towards payment of Earnest Money for Rs. 25.000/-

I/we have thoroughly examined and understood the terms and conditions of contract given in the invitation to tender and those contents of contract and annexure A to H and agree to abide by them.

Name of Tendered with Address

1. \_\_\_\_\_  
 \_\_\_\_\_

Seal

Signature of Authorise Signatory

ANNEXURE 'G'

DECLARATION

(On Rs.10/- Non Judicial stamp paper duly attested by Notary)

a). I/we hereby declare that none of my/own close relatives am/are Employed in BSNL/BSNL.

Or

b). I/we do hereby declare that my/our close relatives is/are employed in BSNL/ BSNL and his/her/their particulars are as follows.

Name :

Designation :

Place of Posting :

I/we am/are aware that concealment of furnishing of wrong or in complete information in this regard shall tender me/us liable to remove from the approved list of contractors and further debar me/us from future contract(s) and also forfeit of security deposit etc.

Out of (a) above score whichever is not applicable.

Signature of the bidder/contract

Station:

Date :

**DECLARATION**

(On Rs.10/- Non Judicial stamp paper duly attested by Notary)

I, \_\_\_\_\_ S/o / Wife of Sh.  
\_\_\_\_\_, and Proprietor / Director / Partner of M/s  
\_\_\_\_\_

\_\_\_\_\_ do hereby solemnly affirm and declare:

1. That I am the sole Proprietor / Partner / Director of M/s
2. That I state and declare that the above firm M/s \_\_\_\_\_ has never ever been debarred and/or blacklisted by any department of central Govt./ state Govt./ PSU/ Public bodies/ Municipalities.

In case the above declaration is found to be incorrect or wrong, the contract, if awarded to the firm may be terminated immediately and the firm shall be liable to be blacklisted / debarred for future works/ contract with BSNL. Any such action shall however, be without prejudice to BSNL rights under the law.

Signature of the Prop. / Partner / Director  
(Sh. / Smt. / Miss)

Station :

Note : The signatory should not affect any variation in the text of declaration in any other form. It shall not be acceptable and tender the tendered for penal action as decided by BSNL

ANNEXURE – I

Annexure -J

**PROFORMA FOR BANK GUARANTEE FOR BID SECURITY (EMD)  
PERFORMANCE BANK GUARANTEE (PERFORMANCE SECURITY)**

This DEED OF GUARANTEE IS MADE THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ between the BHARAT SANCHAR NIGAM LTD, BSNL (which expression shall unless excluded by or repugnant to the context include his successors and assigned of the one part and \_\_\_\_\_ hereinafter. Called the Bank (which expression shall unless excluded by or repugnant of the context include its successors and assignees) of the part.

**WHEREAS BHARAT SANCHAR NIGAM LIMITED** accepted the Tender of \_\_\_\_\_ hereinafter called the Contractor to execute work awarded by Bharat sanchar Limited for repairing of Optical Testing/Measuring Instruments dated \_\_\_\_\_ (hereinafter referred to as the said work order).

**AND WHEREAS** at the request of the contractor the Bank has agreed to execute these presents.

**NOW THE DEED WITNESSED AND IT IS HEREBY AGREED AND DECLARED BY AND** between the parties here to as follows:

1. The bank hereby irrevocably and unconditionally guarantees to the Bharat Sanchar Nigam Limited that the contractor shall render all necessary and efficient services that may be required to be rendered by the contractor in connection with and/or for the performance of the said work order and further guarantees that the work which shall be done by the contractor under the said work order shall be actually performing the WORK required of it to the satisfaction of the BSNL and shall be free from any defects arising from faulty materials, designs and workmanship, such as commission of the equipment inadequate quantity of materials, inadequate contract protection, deficiencies in Circuit Design and / or otherwise, whatsoever and in the event of the contractor's failing or neglecting to render necessary work failing to give satisfactory performance or proving not free from deficiencies or defects as herein before mentioned and in the said work order and particularly warranty clause mentioned therein, the Bank shall indemnify and keep the BSNL indemnified to the extend of \_\_\_\_\_ against any loss or damage that may be caused to or suffered by the BSNL by reason of any breach by the contractor of any of the aforesaid terms and conditions and the Bank further undertakes it pay to the BSNL, such sum not exceeding \_\_\_\_\_ on demand and without DEMUR in the event of contractor's failure to perform and discharge the aforesaid several duties and obligations on his part to be observed and performed under the work order and / or deficiencies and defects in the satisfactory performance of the work.

2. The decision of the BSNL as to whether the contractor has failed to or neglected to perform, or discharge his duties and obligations as aforesaid and / or whether the work are free from deficiencies and defect and are capable or performing the work required and as to the amount payable to the BSNL, by the Bank herein shall be final and binding on the Bank.

3. The liability of the Bank under this guarantee shall be as Principal Debtor.

4. The guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the aforesaid terms of the said work order and it shall continue to be enforceable till \_\_\_\_\_ months after the work have been taken over, all the dues of the BSNL under or by virtue of the said work Order have been fully and properly carried out by the said contractor and a NO DEMAND CERTIFICATE submitted to this effect by the contractor.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force and effect for a period of Eighteen Months from the date hereof and also that the extension of this guarantee will be provided for by the Bank for such period beyond the said period of Eighteen Months as the BSNL may feel necessary in this behalf. Provided further that if any claim accrues or arises against the Bank Before the expiry of the said Eighteen Months or any extension thereof, thee shall be enforceable against the Bank notwithstanding the fact the same is enforced after the said period of Eighteen Months OR ANY extension thereof.

6. The Guarantee herein contained shall not be affected by any change in the constitution of the contractor or the Bank and shall be continuing one.

7. The BSNL has fullest liberty without affecting the Guarantee to postpone for any time and from time to time any of the followers exercisable but it against the contractor and either no enforce on forbear any of the terms and conditions of the said Work Order and the bank shall not be released from its liability under this guarantee by any exercise by the BSNL of the liberty with reference to the matter referred aforesaid or by reason of time being given to the contractor or any other forbearance, act, of the commission on the part of the BSNL, or any indulgence by the BSNL to be contractor or by other matter or thing whatsoever which under the law relating to Sureties shall but for this provision have the effect of so releasing the Bank from its such liability.

8. The Bank undertakes not to invoke this guarantee during its currency except with the previous consent of the BSNL in writing.

**IN WITNESS WHEREOF** the parties have executed these presents the day and year therein above writing.

**Witness:**

- |  |  |
|--|--|
| <p>1. <b>Signature:</b><br/><b>Name:</b><br/><b>Official Address</b></p> | <p><b>(Signature)</b><br/><b>Name</b><br/><b>(Designation with Bank Stamp)</b></p> |
| <p>2. <b>Signature:</b><br/><b>Name:</b><br/><b>Official Address</b></p> | <p><b>Attorney as per</b><br/><b>Power of Attorney No</b></p>                      |

