

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

BID DOCUMENT

TENDER FOR

Replacement of faulty spare components of C-DOT PCBs at RRC, Bhubaneswar.

TENDER NO: DET/RRC/PVT/CR/2009-10

PART-A “TECHNICAL BID”

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

AGM (RRC)
O/o the C.G.M.T., BSNL
Orissa Telecommunications Circle
Bhubaneswar-751022.

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

INDEX

PART-A “TECHNICAL/QUALIFYING BID DOCUMENT”

<u>SECTION</u>	<u>CONTENTS</u>	<u>PAGE NO.</u>
SECTION I	NOTICE INVITING TENDER	3
SECTION II	SCOPE OF WORK	5
SECTION III	INSTRUCTION TO BIDDERS	5
a.	INTRODUCTION.	
b.	THE BID DOCUMENT.	
c.	PREPARATION OF BIDS.	
d.	SUBMISSION OF BIDS.	
e.	BID OPENING & EVALUATION.	
f.	PRELIMINARY EVALUATION	
g.	EVALUATION OF SUBSTANTIALLY RESPONSIVE BIDS	
h.	AWARD OF CONTRACT.	
i.	UNDERTAKING	
SECTION IV	GENERAL TERMS & CONDITIONS (TECHNICAL)	13
SECTION V	GENERAL TERMS & CONDITION (COMMERCIAL)	13
SECTION VI	BID FORM	15
SECTION VII	PROFORMA FOR BID SECURITY	16
SECTION VIII	PROFORMA FOR PERFORMANCE SECURITY	17
ANNEXURE I	DRAFT AUTHORISATION LETTER	18
ANNEXURE II	DRAFT UNDERTAKING	19

PART-B “FINANCIAL BID DOCUMENT”

SECTION- IX	PRICE SCHEDULE.	21
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SECTION -I

BHARAT SANCHAR NIGAM LIMITED.

(A GOVT.OF INDIA ENTERPRISE)

Office of the Chief GMT, Orissa, Bhubaneswar

DET/RRC/PVT/CR/09-10**Dated at Bhubaneswar the 03-11-2009****NOTICE INVITING TENDER**

Wax sealed tenders are invited from eligible bidders by CGM, Orissa Telecom Circle, for and on behalf of Bharat Sanchar Nigam Limited, for replacement of faulty spares of C-DOT PCBs at RRC, Bhubaneswar.

Sl. No	Name of the work	Tender Enquiry No.	Cost of Bid Document in Rs	Date and time of			Amount of Bid Security In Rs.	Estimated Cost. Rs.	No of vendors among which the orders will be placed.
				Receipt Of Bid	Opening of Bid				
					Technical bid	Financial bid			
1	2	5	6	7	8	9	10	11	12
1	Replacement of faulty spare components in PCBs of C-DOT exchange at RRC, BBSR	NO: DET/RRC/PVT/CR/09-10	520.00	Up to 13:00Hrs Of 17.11.09	16 Hrs Of 17.11.09	To be intimated	13,000/-	6,50,000/-	One

1. SCOPE OF WORK

The contractor shall carry out replacement of faulty spare components of C-DOT PCBs as per terms and conditions mentioned herein after.

2. ELIGIBILITY REQUIREMENT

- The bidder must have on it's roll at least five nos. of skilled ITI/ Polytechnic educated man power to carry out replacement of component works.
- The bidder should submit an undertaking to the effect that none of their relatives are working in DOT/BSNL in annexure-II.
- Experience certificate showing number of works executed with cost particulars issued by an officer not below the rank of Divisional Engineer or equivalent rank. Here work means replacement of faulty components.

3. ISSUE OF BID DOCUMENTS-

Bid document shall be issued during the office hours on all working days from the date of Publication of NIT up to 13:00 hours of 16.11.2009

4. BID DOCUMENTS CAN BE HAD:

- From the Sub-Divisional Engineer (RRC), O/o CGMT Orissa, 2nd floor, Door Sanchar Bhawan Unit-IX, Bhubaneswar: 751022 on written application with the copies of the documents in support of their eligibility to participate in the tender along with the cost of bid document in the form of DD of Rs.520/- (Rupees Five Hundred Twenty only) from any nationalized or scheduled bank in favour of **Sr. Accounts Officer (A&P) BSNL, Office of the Chief General Manager Telecom Orissa, Bhubaneswar –1** payable at Bhubaneswar.
- Eligible bidders can also down load the entire bid document from our website www.orissa.bsnl.co.in and submit the same within the scheduled time & date along with the required cost of the bid document in the form of DD of Rs. 520/- (Rupees Five Hundred Twenty

only) from any scheduled bank in favour of **Sr. Accounts Officer (A&P), BSNL, Office of the Chief General Manager Telecom Orissa, Bhubaneswar –1** payable at Bhubaneswar. The DD towards the cost of bid document and documents confirming to the eligibility criteria as mentioned above are required to be kept in the **“Envelope-A: Technical/Commercial Bid”**. However an intimation in this regard may be sent through Fax No: 0674-2540011 for information of the customer to list out their participation.

5. **SUBMISSION OF BID.**

The tender papers can be obtained from SDE (RRC) up to 1300 hrs of 16.11.2009. The bid prepared in accordance clause D of section-III of bid document should be submitted to **Smt.Shantilata Rath, AGM(RRC),O/O CGM, Orissa ,2nd floor ,Door Sanchar Bhawan, Bhubaneswar-751022** on or before scheduled date and time as indicated above in a sealed cover super scribed with **“Tender for replacement of faulty spare components of C-DOT PCBs”**. The tender will be opened on the same day at 16:00 Hours in this office, in the presence of bidders or their duly authorized representatives who may like to be present at their own cost. CGM, Orissa Telecom Circle, BSNL, Bhubaneswar reserves the right to accept or reject any or all the tenders without assigning any reason thereof. Details of the tender are also available on our web-site www.orissa.bsnl.co.in.

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

CHIEF GENERAL MANAGER
BSNL, ORISSA TELECOM CIRCLE
BHUBANESWAR

SECTION- II

SCOPE OF WORK

1. C-DOT cards becoming faulty at various exchanges of Orissa Telecom Circle are brought to R.R.C., Bhubaneswar for repair.
2. In order to bring these cards into normal working conditions it is necessary to replace the faulty component(s) detected in diagnosis / testing by new one. The new spare components shall be supplied by Regional repair Centre, Bhubaneswar to the contractor for replacement work.
3. The contractor will provide technical experts/skilled workers, who will perform the component(s) replacement work, with utmost care and skill so that, no damage is made to other components, situated near to faulty components on PCB.
4. Consumables for component replacement works like good quality resin, soldering materials, soldering pad, soldering / disoldering machine etc. shall be arranged by the contractor.
5. First the faulty parts of C-DOT cards shall be removed by soldering iron. Then the new components shall be placed in place of faulty components supplied by R.R.C, Bhubaneswar. Further the cards are to tested time and again in order to bring them in perfect working condition which may necessitate replacement of same position more than once. The replacements of components are continued till the PCB is tested to be OK.
6. Approximately in 1100 nos. of PCBs, faulty components are required to be replaced in a month. However above quantity is based on statistical data, the actual quantity will depend on the actual nos. of PCBs received for repair from field units.

SECTION III

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- a) The " Customer " means CGM, Orissa Telecom Circle, a unit of Bharat Sanchar Nigam Limited (BSNL); a Govt. of India Enterprise under the Ministry of Communications & IT, Govt. of India, or any of its designated office/officer.
- b) The "bidder" means the firm who participates in this tender and submits its bid.
- c) "Contractor" means successful bidder who is awarded the work and signs a contract with Customer/ Head of Telecom District.
- d) The "Contract price" means the price payable to the contractor per Printed Circuit Boards (PCBs/Cards).

2. Eligible Bidder:

- The bidder should submit an undertaking to the effect that none of their relatives are working in DOT/BSNL in annexure-II.
- The bidder must have on its roll at least five nos. Of skilled ITI/ Polytechnic qualified technical personnel and necessary equipments to carry out component replacement works. A certificate signed by the Chief, certifying to the above effects is required to be submitted.
- Experience certificate showing number of works executed with cost particulars issued by an officer not below the rank of Divisional Engineer or equivalent rank. Here work means replacement of faulty components.

3. Cost of Bidding:

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

THE BID DOCUMENT:

4.1 The Bid document includes:

Part-A:

Technical Bid

Notice Inviting Tender

Scope of work

Instructions to bidders

General terms and conditions (Technical)

General terms and conditions (Commercial)

Bid form

Proforma for Bid security

Proforma for Performance security

List of cards/PCBs to be repaired under ARC

Draft authorization letter

Draft undertaking

Part-B:

Financial bid

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

5. Clarification of the Bid documents:

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

6. Amendment of Bid documents:

- 6.1 At any time, before the last date for submission of bids, the customer may, for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the Bid documents by amendments.
- 6.2 The amendments shall be notified in writing by registered post or by FAX to all bidders at the address intimated at the time of purchase of Bid documents from the customer and through customer's web-site for other intending bidders, and these amendments will be binding as an integral part of the Bid documents.

C. PREPARATION OF BIDS:

7. Documents comprising the Bid:

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

I. TECHNICAL BID :

The technical bid will be evaluated on the basis of following documents:-

- 7.1 Part-A of bid document with all pages signed by authorized signatory as per clause 12 of section-III.
- 7.2 Documentary evidence in respect of (i) Availability of skilled manpower on roll (ii) A certificate signed by Chief of the organisation to the effect that at least five nos. of skilled ITI/ Polytechnic man power in their roll.
- 7.3 An undertaking as per Annexure-II to the effect that none of the relatives are working in DOT/BSNL as per clause 29 & 29.1 of section-III.
- 7.4 Experience certificate showing number of works executed with cost particulars issued by an officer not below the rank of Divisional Engineer or equivalent rank of Government Organisations/ PSUs. Here work means replacement of faulty components.
- 7.5 Registration certificate of valid labour license.
- 7.6 Valid up to date sales tax clearance certificate.
- 7.7 Bid security of Rs.13,000/- only in the form of A/C Payee D.D. issued in favour of Sr.A.O. (A & P), BSNL, O/o the CGMT, Orissa Circle, Bhubaneswar drawn on any Nationalized bank at Bhubaneswar.

If any of the above documents as mentioned in clause 7.1 to 7.6 required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, the authority may at its discretion call for any clarification regarding the document. The authority may also ask for submission of any additional/missing document within a stipulated time period. In such case(s), the bidder shall have to comply the authority's requirement within the specified time. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

II. FINANCIAL BID :

The financial bid will be opened for only those bidders who are found eligible in technical bid evaluation.

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

8. Bid Form:

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

9. Bid Prices:

- 9.1. The bidder shall give the total composite price, i.e. the contract price for the work as mentioned in section I, inclusive of consumables such as resin, logistics, soldering materials required for component replacement works such as soldering / desoldering machines/ workstations and labour. The contract price for the work shall also include all the duties/ levies except Service Tax which shall be paid on actual.
- 9.2. The prices quoted by the bidder shall remain firm and final during the entire period of contract and shall not be subjected to variation on any ground. Incomplete and/or conditional quote shall not be considered.
- 9.3 Any discount if offered by the bidder must be so indicated in the prices quoted in the bid. Bidders desiring to offer discount shall therefore prepare their offers suitably while quoting and shall quote clearly the net price taking all such factors into account, like discount etc.

10. Bid Security:

- 10.1 Pursuant to clause 7, the bidder shall furnish as part of his technical bid, a bid security for an amount as indicated in NIT. If bid security is not submitted in technical bid, the bid shall be rejected out rightly at the opening stage.
- 10.2 The bid security is required to protect the customer against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to clause
- 10.3 The bid security shall be in the form of A/C Payee D.D. issued in favour of Sr.A.O. (A & P), BSNL, O/o the CGMT, Orissa Circle, Bhubaneswar drawn on any Nationalized bank at Bhubaneswar. The bid security will not bear any interest.
- 10.4 **A bid not secured in accordance with clause 10.3 shall be treated as non-responsive bid and bid shall be rejected by the customer.**
- 10.5.1 The bid security of the unsuccessful bidder will be discharged upon as promptly as possible but not later than 30 days after the expiry of bid validity prescribed by the customer as per clause 11 of section –III.
- 10.6 The bid security of successful bidder/s shall be discharged after bidder/s acceptance of LOI satisfactorily in accordance with clause 21.2 of section- III and furnishing the performance security as per clause 2 of section-V.
- 10.7 The bid security may be forfeited:
 - a) **If a bidder withdraws his bid during the period of bid validity specified in the bid form**
 - or
 - b) In case of successful bidder:
 - i) If the bidder fails to sign the contract subsequent to operation of clause 23.
 - ii) In the event of cancellation of contract in accordance with clause 24 before the bid security is discharged.

11 Period of validity of bids:

- 11.1 Bid shall remain valid for 150 days after the date of bid opening as indicated in NIT. A bid valid for a shorter period shall be rejected by the customer as non-responsive.
- 11.2 In exceptional circumstances, the customer may request the bidder's consent for an extension to the period of bid validity. The request and response thereto shall be made in writing. The period of discharge of bid security provided under clause 11.1 above shall also be accordingly extended. A bidder accepting the request of period extension of the validity of bid will not be permitted to modify any of the terms and conditions of the bid.

12. Format and signing of Bid:

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

D. SUBMISSION OF BIDS:

Preparation of bids

13. Sealing and marking of bids:

- 13.1 The Bidders are specifically required to submit their offers in two parts, each in different sealed envelopes duly marked as-

1. **“Envelope-A: Technical Bid.**
2. **“Envelope-B: Financial/ Price Bid”.**

Both the offers should be submitted in a large cover.

- 13.2 Envelope-A should contain all the commercial/ Technical information with related document establishing bidder's eligibility etc as per clause-2. It will also contain the Bid security bond and DD for cost of bid document, where bid is prepared by down loading from the website.

- 13.3 Envelope-B should contain Financial/ Price Bid i.e. the rates duly quoted by the tenderer in the prescribed format (Section-IX of Part-B Financial Bid.).

- 13.4 Above two envelopes are to be sealed by wax and marked with PERSONAL SEAL. Again both the envelopes (A&B) shall be kept in one outer envelope which will also be wax sealed and marked with personal seal. The outer envelope shall be super scribed with name of work and tender no.

- 13.5 If the envelopes are not wax sealed, the bid will be rejected at opening stage itself.

- 13.6 If the envelopes are not marked with personal seal of the bidder, the bid is subject to rejection in tender opening stage.

- 13.7 The envelopes should be

- (a) Addressed to the customer at the following address:

**Smt. Shanti lata Rath,AGM(RRC)
O/o of the Chief General Manager
Bharat Sanchar Nigam Limited
Orissa Telecom Circle,
Room No.208,Door Sanchar Bhawan
Bhubaneswar-751022.**

(b) Bear (**the work name**), the tender number and the words '**DO NOT OPEN BEFORE**' (due date), and

(c) Shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared 'late'.

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

13.8 Tenders shall either be sent by registered post or delivered in person. The responsibility for ensuring that tenders are delivered in time would vest with the bidder.

13.9 Bid delivered in person shall be delivered to above indicated address **on or before the time hours of due date**. The Customer shall not be responsible if the bids are delivered elsewhere.

14. Submission of bids.

14.1 Bids (Envelope A and B both) must be received by the customer at the address specified under para 13.7 not later than the time as specified in NIT.

14.2 The customer may, at its discretion, extend this deadline for the submission of bids by amending the Bid Document in which case all rights and obligations of the customer and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

14.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some systems/equipment as per requirement of the Bid Documents. He may include alternate offer if permissible as per the Bid. However not more than one independent and complete offer shall be permitted from the bidder.

15. Late bids:

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

16. Conditional bids will be summarily rejected.

E. BID OPENING AND EVALUATION

17. Opening of bids by customer:

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

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

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

18. Clarifications of Bids:

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

19. F. PRELIMINARY EVALUATION:

- 19.1 Customer shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 19.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.
- 19.3 A bid, determined as substantially non-responsive will be rejected by the customer and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity also the purchaser shall not be bound to show the reasons/causes of rejection of the bid.
- 19.4 The customer may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

G. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- 20.1 The customer shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause.
- 20.2 The hierarchy of bidders as L1, L2, and L3 etc. shall be decided based on price quoted by the bidders in the financial bid.
- 20.3 No bidder shall try to influence the customer on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 20.4 Any effort by a bidder to influence the customer in the customer's bid evaluation, bid comparison or contract award decision, may lead to the rejection of his bid and forfeiture of bid security.

H. AWARD OF CONTRACT:

- 21.1 The successful bidder(s), whose offer is found acceptable as per terms and conditions of the tender document, will be intimated so by the customer in writing.
- 21.2 The successful bidder(s) shall give their acceptance in writing within 15 days of issue of intimation.

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

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

23. Award of Contract:

The contract will be awarded to the successful contractor after receipt of acceptance as per clause 21.2 above.

24. **Cancellation of contract:**

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

25. Compliance to conditions of the bid document:

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

I. UNDERTAKING

26. The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he/she is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For the partnership firm, certificate will be given by all the partners and in case of limited company by all the directors of the company excluding Government of India/ Financial institutions nominees and independent non-official part time Directors appointed by Government of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person, the tender will be cancelled and bid security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or the firm or the concerned person.

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

26.1 The near relatives for this purpose are defined as:-

(a) Members of a Hindu undivided family.

(b) They are husband and wife.

(c) The one is related to the other in the manner as Father, Mother, Son(s) and Son's wife (Daughter-in-law), Daughter(s) and Daughter's husband (Son-in-law), Brother(s) and Brother's wife, Sister(s) & Sister's husband (Brother-in-law)

SECTION – IV

GENERAL TERMS AND CONDITIONS (TECHNICAL)

1. The contractor must satisfy the Customer regarding the availability of trained manpower and required equipments for replacement of faulty components in C-DOT PCBs.

2. The contractor will not be allowed to use any non-conventional / out dated machineries for replacement works which may affect the quality of work and health of PCBs.
3. For security reasons, persons engaged by the bidder for replacement works must have identity cards and are required to sign in the necessary register as advised from time to time.

SECTION – V

GENERAL TERMS AND CONDITIONS (COMMERCIAL)

1. The contract will be signed between the CGMT, Orissa and the contractor.
2. **Performance security: -**
 - 2.1 The contractor shall furnish performance security to the customer in the form of bank guarantee issued by any nationalized/scheduled bank at the time of signing the contract for an amount equal to 10 % of estimated cost. Bank guarantee shall valid for a period of 30 months from the date of effect of the contract.
 - 2.2 The proceeds of the performance security are liable to be forfeited by the customer for the contractor's failure to complete its obligation under the contract.
3. **Period/Renewal of contract: -**
 - 3.1 The contract shall remain in force initially for one year from the date of commencement. However it may be renewed for further period of one year on the same rates, terms and conditions excepting that:
 - a) Notice in writing of its intention not to renew the contract is given by the customer to the contractor at least 2 months in advance prior to the end of its current validity period.
 - b) The customer gives notice of two months in writing to terminate the contract at any time during its currency if the customer does not find contractor's services satisfactory and does not want to continue the contract further.
 - 3.2 Further, the above renewal shall come in force only after the contractor submits extension of PBG for further extended period. However, the amount of performance security may vary at the time of yearly renewals/extensions on the basis of mode of repair, revision of repair requirement of TD as prescribed in Para 2.1.
4. **Termination of Contract:**
 - 4.1 Failure on part of contractor to comply with any of the technical/commercial terms and conditions shall constitute sufficient ground for termination of contract and forfeiture of the performance security.
5. **Penalty:**

The replacement works will be done on daily basis as per monthly target which is 1000 nos. per month. If the contractor fails to meet the target, necessary penalty will be imposed on the contractor @ 40% of the agreed replacement value of the cards to the Extent of falling short of 1000 cards per month. For example, in case the contractor repairs 900 cards in a month penalty has to be imposed on 100(i.e 1000-900) cards.
6. **Payment terms:**
 - 6.1 All the bills shall be payable by Sr.A.O.(A&P), O/o the CGM, BSNL, Orissa Circle, Bhubaneswar as per the accepted and approved rates for the replacement work.
 - 6.2 The contractor will submit the bills on monthly basis, who shall make arrangements to get the bills verified and get the payments done within 31 days. The penalty, if any, shall be deducted from the sums due.
 - 6.3 The following certificate given by SDE (I/C), RRC must be enclosed along with the bill.
 - (a)Nos. of C-DOT cards are repaired. The cards are tested and found OK in all respect.
 - (b) No delay was experienced in replacement of faulty components.
 - © The work of the tenderer is satisfactory.

- (d) No damage to other components have been done by the tenderer, during execution of work.
- (e) In case less than 1000 cards are replaced in a month the same may be noted and the cause of the delay may be mentioned clearly.

7. **FORCE MAJEURE:**

If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods and other natural calamities, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of GOD (herein after referred to as events), provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof and such event was beyond the reasonable control and not due to fault or negligence of the party and defaults, neither party shall by reasons of such event be entitled to terminate this contract, nor shall either party have any such claim for damages against the other in respect of such non performance or delaying performance, and works under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Customer, as to whether the works have been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at his opinion terminate the contract.

8. **Arbitration:**

- 8.1 All disputes and differences whatsoever arising between the customer and contractor out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof, shall be settled by CMD, BSNL, New Delhi (herein after referred to as the said officer) who will be sole arbitrator in all the cases. If the said officer is unable or unwilling to act as sole arbitrator, then some other person appointed by the said officer, shall function as sole arbitrator.
- 8.2 There will be no objection that the arbitrator is a government servant or that he has to deal with the matter to which contract relates or that in the course of his duties as government servant he has expressed views on all or any of the matter under dispute. The award of arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act, for any reasons what so ever, said officer shall appoint another person to act as arbitrator in accordance with the terms and conditions of the contract and the person who is appointed shall be entitled to proceed from the stage at which it was left over by his predecessor.
- 8.3 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid arbitration and conciliation ordinance, 1996 and the rules there under, any modification or reenactment thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- 8.4 The venue of arbitration proceedings shall be the office of CMD, BSNL, New Delhi or such other place as the arbitrator may decide.

9. **Set Off:**

Any sum of money due and payable to the contractor, including security deposit if any refundable to him under this contract, it may be appropriated by the customer and setoff the same against any claim of the contractor for payment of a sum of money arising out of this contract or under any other contract made by the contractor with the customer

SECTION - VI

BID FORM

Tender No.

Dated.

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

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos., the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute contract in conformity with conditions of bid document.
2. We undertake, if our bid is accepted, to execute contract within _____ months.
3. If our bid is accepted, we will obtain the guarantee of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
4. We agree to abide by this bid for a period of **Six months** from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal contract is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of 2008.

Signature of in capacity of
Name of the Firm with full address

Tel. No.-

FAX No.-

Duly authorised to sign the bid for and on behalf of

Witness

Address

Signature.....

SECTION VII

PROFORMA FOR BID SECURITY

Whereas(hereinafter called "the Bidder") has submitted its bid dated for the supply of Tender No. KNOW ALL MEN by these

Presents that WE OF having out registered office at (here in after called "the Bank") are bound unto (here in after called the "the Purchase") in the sum of for which payment will and truly to be made of the said Purchase, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

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

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

This guarantee will remain in force as specified in clauses 11 of section III of the Bid Document up to and including Thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank

Name.....

Signed in capacity of

Name of Witness

Signature of Witness

Address of Witness

Full Address of Branch

STD Code & Telephone No. of Branch

FAX No. of Branch

SECTION VIII

PROFORMA OF PERFORMANCE SECURITY GUARANTEE (BOND FORM)

In consideration of the CMD, Bharat Sanchar Nigam Ltd having agreed to exempt (hereinafter called the "Contractor(s) ") from the demand, under the terms and conditions of an agreement/Purchaser Order) No. Dated..... Made between and for for the supply of (hereinafter called the "the said agreement"),

of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for we, (Name of the Bank) (hereinafter referred to as "the Bank") at the request of (contractor(s) do hereby undertake to pay to the BSNL an amount not exceeding against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL by reason or any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that he amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, out liability under this guarantee shall be restricted to al amount not exceeding

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / suppliers in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till (Office /BSNL) Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of THREE YEARS from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (name of the Bank) further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to very any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL Against and said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Dated the date

For

(Indicate the name of the Bank)

ANNEXURE-I

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject : Authorisation for attending Bid opening on _____ (date) in the
tender of _____

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on
behalf of _____ (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
I		
II		

Alternate Representative

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

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

ANNEXURE-II

UNDERTAKING

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

“I _____,

S/O _____

Resident of _____

hereby certify that none of my relative(s) as defined in the tender document is / are employed in BSNL units as per details in tender document at clause 26.1 of section-III. In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me “.

Date _____

Signature of the bidder

With seal.

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

BID DOCUMENT

TENDER FOR

Replacement of spare components of C-DOT PCBs at RRC, BBSR..

TENDER NO: DET/RRC/PVT/CR/2009-10

PART-B “FINANCIAL BID”

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

AGM(RRC)
O/o the C.G.M.T., BSNL
Orissa Telecommunications Circle.
Bhubaneswar-751022.

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

SECTION – IX

FINANCIAL BID

TENDER No: DET/RRC/PVT/CR/09-10 dated ...03.11.2009

Date and Time of opening of Tender:at 16:00 Hrs.

Price Quotation and other details for replacement of components in C-DOT PCBs at RRC, Bhubaneswar.

Dear Sir,

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

Rate per PCB	In figures	In words

2. We accept to submit the performance security in the form of bank guarantee at the time of signing of each contract, in conformity with clause 2 (Section V).

3. We agree to abide by this bid for a period of six months from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time till expiry of this period. We understand that customer is not bound to accept the lowest or any bid, received in the tender.

Dated this day of 2008

Signature

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