TENDER FOR THE SUPPLY OF
Optical Time Domain Reflectometer - Mini

DATED AT CHENNAI -32, THE 24-09-2009

VALIDITY OF THE OFFER-150 DAYS.

BHARAT SANCHAR NIGAM LIMITED
(A GOVT OF INDIA ENTERPRISE)

Office of the Chief General Manager
Southern Telecom Region
11, Link Road, Ganapathy colony,
Guindy, Chennai-32.
Website http://str.bsnl.co.in
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NOTICE INVITING TENDER

BHARAT SANCHAR NIGAM LIMITED,
( A GOVERNMENT OF INDIA ENTERPRISE)

O/o CHIEF GENERAL MANAGER,
SOUTHERN TELECOM REGION,
11, Link Road, Ganapathy Colony
Guindy , CHENNAI - 600 032.

SEALED TENDERS ARE INVITED BY THE CHIEF GENERAL MANAGER, SOUTHERN TELECOM REGION, CHENNAI FOR AND ON BEHALF OF BHARAT SANCHAR NIGAM LIMITED (BSNL), FOR THE SUPPLY OF Optical Time Domain Reflectometer-Mini

THE INDIAN COMPANIES REGISTERED TO MANUFACTURE / SUPPLIER THE TENDERED ITEM IN INDIA HAVING VALID TYPE APPROVAL FOR THE TENDERED ITEM AND HAVE EXECUTED EDUCATIONAL /COMMERCIAL ORDERS ARE ELIGIBLE TO PARTICIPATE IN THE TENDER.

<table>
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<tr>
<th>Tender No. &amp; Date</th>
<th>TENDER No.:CGMM/MM/CNI/TENDER / OTDR-M/2009-2010 / 01 DATED AT CHENNAI-32, THE 24-09-2009</th>
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<tr>
<td>Item &amp; Quantity</td>
<td>Optical Time Domain Reflectometer-Mini - 51 Nos</td>
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<td>Specification</td>
<td>GR/OTD -02/02 Jan 2005 with latest amendment /specification if any</td>
</tr>
<tr>
<td>Price of Bid Form</td>
<td>Rs.2080 /- (inclusive of 4% VAT)</td>
</tr>
<tr>
<td>Bid Security</td>
<td>Rs 2,06,200 /-</td>
</tr>
<tr>
<td>Date of issue of Tender forms</td>
<td>24-09-2009  Time: 1100 hours to 1600 hours</td>
</tr>
<tr>
<td>Last Date of issue of Tender forms</td>
<td>28-10-2009  Time: 1100 hours to 1600 hours</td>
</tr>
<tr>
<td>Last Date of receipt of completed Tender forms</td>
<td>29-10-2009  Time: 1100 hours</td>
</tr>
<tr>
<td>Date of Opening of Tender forms</td>
<td>29-10-2009  Time: 1130 hours</td>
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1. TENDER QUANTITIES MENTIONED ABOVE ARE PROVISIONAL AND LIKELY TO UNDERGO CHANGE.

2. INTENDING BIDDERS MAY OBTAIN COPY OF BID DOCUMENTS FROM THE DIVISIONAL ENGINEER, MATERIAL MANAGEMENT, II FLOOR, 11 Link Road, Guindy, Chennai –32. ON PAYMENT OF Rs 2080/(Rupees Two thousand and eighty only) TOWARDS THE COST OF TENDER DOCUMENT WHICH IS NON REFUNDABLE WITH EFFECT FROM 24-09-2009 UPTO 28-10-2009 BETWEEN 1100 HRS AND 1600 HRS ON ALL WORKING DAYS. THE PAYMENT WILL BE ACCEPTED IN THE FORM OF CROSSED DEMAND DRAFT, DRAWN ON ANY NATIONALISED BANK/SCHEDULED BANK, IN FAVOUR OF SENIOR ACCOUNTS OFFICER (CASH), O/o CGMM, STR, BSNL CHENNAI 32, PAYABLE AT CHENNAI.

3. FIRMS MUST HAVE A VALID TYPE APPROVAL CERTIFICATE FOR THE TENDERED ITEM ON THE DATE OF OPENING OF TENDER ISSUED BY TEC/TSEC.

4. THE BID DOCUMENTS MAY BE COLLECTED IN PERSON BY THE AUTHORIZED PERSON ON PRODUCTION OF THE NECESSARY AUTHORIZATION LETTER ALONG WITH THE DEMAND DRAFT.

OR

THE BID DOCUMENTS MAY ALSO BE DOWNLOADED FROM OUR WEBSITE http://str.bsnl.co.in. AND THE SAID DOWNLOADED DOCUMENTS SHALL BE LEGALLY VALID FOR PARTICIPATION IN THE TENDER PROCESS. ALL THE PAGES OF THE TENDER DOCUMENTS SO DOWNLOADED BEFORE SUBMITTING MUST BE SIGNED BY THE AUTHORISED SIGNATORY. IF, DOWNLOADED DOCUMENT IS SUBMITTED, A DEMAND DRAFT TOWARDS COST OF TENDER DOCUMENT WHICH IS NON NEGOTIABLE DRAWN ON ANY SCHEDULED / NATIONALISED BANK IN FAVOUR OF SENIOR ACCOUNTS OFFICER (CASH), O/o CGMM, STR, BSNL CHENNAI 32, PAYABLE AT CHENNAI FOR Rs.2080/- (Rupees two thousand and eighty only) MUST BE SUBMITTED ALONG WITH TECHNICAL BID, ELSE THE BID WILL BE SUMMARILY REJECTED. BIDDERS USING DOWNLOADED TENDER FORM SHALL WATCH THIS SITE http://str.bsnl.co.in FOR CLARIFICATION/ CORRIGENDUM IF ANY THAT MAY BE POSTED AND ENSURE THAT THE SAME IS INCLUDED BEFORE SUBMISSION OF TENDER DOCUMENT

5. Firms registered with National Small Scale Industries Corporation (A Govt.of India undertaking) under single point registration Scheme for the item tendered may not be required to pay cost of the tendered document if the value of procurement is less than their monetary limit and exempted from Bid Security (EMD) up to the amount equal to this monetary limit subject to maximum of Rs 50,00,000/- (Rupees Fifty Lakhs only) provided on submission of documentary evidences viz the attested photo stat copy of the current NSIC registration certificate and Type Approval Certificate for the tendered items. The NSIC enlistment certificate, which is not renewed within 2 years before the date of opening of this tender and also those NSICs’, which contain a “without limit” (no limit) as monetary limit is not considered as a valid certificate and the firm is not exempted from paying the cost of tender and also the Bid Security (EMD).
6 Chief General Manager Maintenance, Southern Telecom Region, CHENNAI RESERVES THE RIGHT TO REJECT ANY OR ALL THE TENDERS WITHOUT ASSIGNING ANY REASONS WHATSOEVER AND HE IS NOT BOUND TO ACCEPT THE LOWEST (L1) RATE.

Divisional Engineer,
Material Management,
Chennai-32.
S E C T I O N - II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

(a) “The Purchaser” means the Chief General Manager Maintenance, BSNL, Southern Telecom Region, Chennai acting on behalf of the BSNL.
(b) “The Bidder” means the individual or firm who participates in the tender and submits its bid.
(c) “The Supplier” means the individual or firm supplying the goods under the contract.
(d) “The Goods” means all equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
(e) “The Advance Purchase Order” means the intention of Purchaser to place the Purchase Order on the bidder.
(f) “The Purchase Order” means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The Purchase Order shall be deemed as “Contract” appearing in the Document.
(g) “The Contract Price” means the Price payable to the Supplier under the Purchase Order for the Full and Proper Performance of its Contractual obligations.
(h) “Validation” is a process of testing the equipment as per specifications including requirements for use in BSNL network. Validation is carried out in simulated field environment and includes Stability, Reliability and Environmental Tests.
(i) “Telecom Service Provider” means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. “Telecom Service Provider” also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.

2. ELIGIBLE BIDDERS:

The Eligible Bidders Should be Indian companies registered to Manufacture/Supplier of the Tendered Item in India, having obtained clearance from Reserve Bank of India wherever applicable. In case of suppliers, the supplier should be registered Indian Companies duly authorized by a foreign manufacturer to bid for their instrument and having a memorandum of understating (MOU) with the manufacturer for maintenance support of the instrument during the life span of the product. In addition they should have obtained valid Type Approval Certificate (TAC)/Technical Specification Evaluation Certificate (TSEC) from Department of Telecom/BSNL for the Tendered Item against Technical Specifications given in the bid document in their name and should have successfully executed educational/Commercial Orders.
issued by DOT / BSNL. The proof of manufacturing in India, Type Approval Certificate and successful execution of educational/commercial orders (production of copy of IC issued by BSNL QA) against Valid GR shall form part of the bid. Bidders with valid GR, GR No. GR/OTD-02/02 JAN 2005 with latest amendments /specifications if any shall be eligible for participating in the tender.

3. **COST OF BIDDING:**
   The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

**B. THE BID DOCUMENTS**

4. **DOCUMENTS REQUIRED:**

4.1. The Goods required to be supplied, Bidding procedures and Contract Terms and Conditions are prescribed in the Bid Documents. The Bid documents include:

   a. Notice Inviting Tender
   b. Instructions to Bidders
   c. General(Commercial)conditions of the contract
   d. Special conditions of the contract, if any
   e. Schedule of Requirements
   f. Technical Specification
   g. Bid Form Part 1(A) & 1(B) and Price Schedule
   h. Bid Security Form
   i. Performance Security Bond Form
   j. Letter of Authorization for attending Bid Opening
   k. Power of Attorney Format
   l. RTGS Mandate form

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

5. **CLARIFICATION OF BID DOCUMENTS:**

5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing or by FAX at the Purchaser’s mailing address indicated in the Invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives not later than 14 days prior to the Date Of Opening of the Tender. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.
5.2. Any Clarification issued by BSNL in response to query raised by prospective bidder shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.

6. AMENDMENT OF BID DOCUMENTS:

6.1. At any time, prior to the date for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

6.2. The amendments shall be notified in writing or by FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the Purchaser and these amendments will be binding on them.

6.3. In order to afford prospective bidders a reasonable time to take the amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably. However, the prospective bidders shall not claim this facility as a right on any account.

C. PREPARATION OF BIDS:

7. DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall comprise the following components:

(a) Documentary evidence established in accordance with Clause 2 and 10 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.

(b) Bid Security furnished in accordance with Clause 12.

(c) A Clause by Clause Compliance as per Clause 11.2 (c).

(d) The Bid Form and Price Schedule completed in accordance with Clause 8, 9.

8. BID FORM:

The bidder shall Complete the Bid Form and appropriate Price Schedule furnished in the Bid Documents indicating the goods to be supplied, a brief description of the goods, quantities and prices as per Section – VII. If the bid form is not submitted, the bid will be rejected.

9. BID PRICES:

9.1. The Bidder shall give the Total Composite Price inclusive of all levies & taxes i.e. Sales Tax, Excise Duty, Packing, Forwarding, Freight and Insurance etc. but excluding Octroi / Entry Tax which will be paid extra as per actuals wherever applicable. The Basic Unit Price and all other Components of the Prices need to be individually indicated against the goods it proposes to supply under the Contract as per Price Schedule given in Section VII. Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign Exchange will be made available by the Purchaser.

9.2. Prices indicated on the Price Schedule shall be entered in the following manner:
1. The **BASIC UNIT PRICE** (Ex-Factory Price) of the goods, Excise Duty, Sales Tax, Packing, Forwarding, Freight and Insurance and any other Levies/Charges already paid or payable by the Supplier shall also be quoted separately item-wise.

2. The Supplier shall quote as per **Price Schedule** given in Section – VII for all the items given in the Schedule of Requirement.

9.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9.3.1 If Cenvatable duties are not exactly specified or quantified, then the same will be taken as “NIL” for evaluation Purposes.

9.4. The Prices quoted by the Bidder shall be in Sufficient Detail to enable the Purchaser to arrive at the prices of the equipment/system offered.

9.5. “ **DISCOUNT** ” if any offered by the bidders shall not be considered unless they are specifically indicated in the Price Schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly Net Price taking all such factors like Discount, Free supply, etc., into account.

9.6 a. The Price approved by the BSNL for procurement will be inclusive of Levies & Taxes, Packing, Forwarding, Freight, and Insurance as mentioned in clause 9.1 subject to other terms and conditions as stipulated in clause 22.2 of Sec II and clause 11 of Sec III of Bid Document.

   b. The approved finalized price only will be applicable to all the consignees deliveries spread over all the four states of Southern Telecom Region viz Tamilnadu, Andhra, Kerala, Karnataka including Union Territory.

9.7 The Freight by Sea for transportation of Equipment / Stores from the nearest port in the main land to Andaman & Nicobar Islands will be reimbursed to the Supplier at the Concessional rates levied by Ministry of Water and Surface Transport on production of Proof.

**10. DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATION:**

10.1 The bidder shall furnish, as part of his bid documents establishing the Bidder’s Eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.

   (i) Certificate of Incorporation,

   (ii) Articles or Memorandum of Association or Partnership Deed. If the constitution of the present directors differs from those mentioned in Article of Memorandum of Association, the present list of directors along with the copy of the resolution authorising their appointment has to be submitted.

   (iii) Registration Certificate from State Director of Industries or from Secretariat for Industrial Approval (SIA), Ministry of Industries, Government of India.

   (iv) Approval from Reserve Bank Of India / SIA in case of Foreign Collaboration.

   (v) Latest and Valid NSIC Certificate duly Certified by NSIC,
(vi) Type Approval Certificate given by Telecom Engineering Centre (TEC)/BSNL QA
(vii) Infrastructure Assessment Certificate issued by TEC/BSNL QA.
(viii) Inspection Certificate issued by the BSNL QA for execution of Educational/Commercial Order.
(x) Power of Attorney as per proforma in Section XI (Refer Clause 14.4 of Section II of Bid documents with latest Board Directors and Chairman. (The confirmation of current Board of directors is to be furnished.)
(xi) Near relative certificate as per clause 34 of Section II. (From all current Board of directors to be furnished.)
(xii) Minutes of Board of directors authorising the signatory of tender offer to act on behalf of the company as per Company's minute book either signed by Chairman or Certified by the company Secretary in ink with full name and accepted by the signatory of tender offer (Applicable when all the Directors are not available to sign on GPA)

N.B All the documents mentioned above should be authenticated by the authorized signatory of the bid offer.

10.2 (i) The Bidder shall furnish a certificate from its bankers as an evidence that he has the financial capability to perform the contract.
(ii) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

10.3. In order to enable the Purchaser to assess the proveness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.

10.4 The offered product has to be type approved. For this purpose, the supplier shall submit a sample type for evaluation. The sample would be evaluated for its ability to meet the technical specifications, manufacturability, reliability, testability, ease of installation, maintainability etc. Necessary documents to substantiate these attributes will have to be submitted at the time of application for approval by the supplier for obtaining type approval.

Or

In case the goods offered have already been Type Approved/Validated by the Purchaser, documentary evidence to this effect shall be submitted by the bidder.

Note: Submission of documents listed under clause 10 above is mandatory and non compliance shall result in outright rejection of the bid.

10.5 A signed undertaking from Authorized Signatory of the Bidder that shall certify that all the Components/part/assembly/software used in the Desktops and Servers like Hard Disc, Monitors, Memory etc. shall be original, new components/ parts/assembly/software and that no refurbished/duplicate/second hand components /parts/assembly/software are being used or shall be used.
10.6 For supply of any software ie. Operating System or any applications software the Bidder should have a Certificate of Authenticity (COA) signed by Authorized Signatory stating that all software supplied are authentic and legal copy is/are being supplied.

11 DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:

11.1 Pursuant to Clause 7, the bidder shall furnish, as part of his bid, documents establishing the Conformity of his Bid to the Bid documents of all goods and services which he proposes to supply under the Contract.

11.2 The documentary evidence of the “goods and services” conformity to the Bid Documents may be in the form of literature, drawings, data etc and the Bidder shall furnish:

(a) A detailed description of the goods with essential technical and performance characteristics;
(b) A list, giving full particulars including available sources and current prices of all spare parts, special tools, etc. necessary for the proper and continuous functioning of the goods for a period of three years following commencement of the use of the goods by the Purchaser, and
(c) A Clause - by - Clause Compliance on the Purchaser’s Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specification and Commercial Conditions. In case of deviations, a statement of deviations and exceptions to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A Bid without Clause - by - Clause Compliance of Technical Specification(Section VI) and commercial Conditions (III) and Special Conditions(IV) shall not be Considered.

11.3 For purposes of compliance to be furnished pursuant to Clause 11.2(c) above, the bidder shall note that the standards for workmanship, material and equipment and reference to brand names or catalogue number, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive.

12. BID SECURITY (EARNEST MONEY):

12.1 (i) Pursuant to Clause 7 the bidder shall furnish, as part of his bid, a bid security for an amount Rs 2,06,200/- in the form of Bank Gurantee only. The bidders (Small Scale Units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security upto the amount equal to their monetary limit or Rs. 50 Lakhs whichever is lower. The vendor shall submit the Bid Security for the difference of amount exceeding the above exempted amount.

- A proof regarding current registration with NSIC for the tendered items will have to be attached along with the Bid.
- The enlistment certificate issued by NSIC will not be permanent and should be renewed within two years of its presentation.
• The unit claiming concession of NSIC is required to submit its monetary turnover in support of its claim for meeting the delivery schedule.

(ii) If a vendor registered with NSIC under single point registration scheme claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligation, he will be debarred from any further work/contract by BSNL for one year from the date of issue of such order.

12.2 The bid security is required to protect the Purchaser against the risk of bidder’s conduct, which would warrant the forfeiture of bid security, pursuant to Para 12.7.

12.3 The Bid Security shall be in the form of a Bank Guarantee issued by a Scheduled Bank/Nationalised Bank in favour of the Purchaser, Valid for a minimum Period of 180 Days from the Date of Opening of the Tender.

12.4 A BID NOT SECURED IN ACCORDANCE WITH PARA 12.1 AND 12.3 SHALL BE REJECTED BY THE PURCHASER BEING NON-RESPONSIVE AT THE BID OPENING STAGE AND RETURNED TO THE BIDDER UNOPENED.

12.5 The Bid Security of the Unsuccessful Bidder will be discharged / returned as promptly as possible but not later than 30 days after the Expiry of the Period of Bid Validity prescribed by the Purchaser, pursuant to Clause 13.

12.6 The Successful Bidder’s Bid Security will be discharged upon the bidder’s acceptance of the Advance Purchase Order satisfactorily in accordance with Clause 27 and furnishing the Performance Security.

12.7 The Bid Security may be forfeited:
   (a) If a Bidder withdraws his bid during the period of Bid Validity specified by the Bidder in the Bid Form or
   (b) In the case of a Successful Bidder, if the bidder fails:
      (1) to sign the Contract in accordance with Clause 28 or
      (2) to furnish Performance Security in accordance with Clause 27

   (3) In both the above cases, i.e 12.7 (a) & (b) above, the bidder will not be eligible to participate in the tender for the same item for one year from the date of issue of APO. The bidder will not approach the court against the decision of BSNL in this regard.

   (c) The front bidder shall submit an irrevocable undertaking duly signed by it and its technology/consortium partner stating that both of them i.e the front bidder and its technology/consortium partner shall be liable for due performance of the contract jointly and severally, failing which both of them shall be liable to be barred from having any business dealing with BSNL for a period of three years.
12.8 In case of eventualities mentioned at 12.7, in respect of firms registered with NSIC

i. the firm shall not be entitled to the facility against the NSIC registration in future tenders for the particular items and
ii. the fact shall be reported to the NSIC for cancellation of registration.

13. PERIOD OF VALIDITY OF BIDS:

13.1 Bid shall remain valid for 150 Days from the Date of Bid Opening prescribed by the Purchaser, pursuant to Clause 19.1. A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE PURCHASER BEING NON-RESPONSIVE.

13.2 In exceptional circumstances, the Purchaser may request the consent of the bidder for an extension to the Period of Bid Validity. The request and the response thereto shall be made in writing. The Bid Security provided under Clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting his Bid Security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

14. FORMAT AND SIGNING OF BID:

14.1 The original bid shall be signed by the bidder or a person or persons duly authorized to bind the bidder to contract. The letter of authorization shall be indicated by written power of attorney accompanying the bid. All pages of the original bid except for unamended printed literatures, shall be signed by the person or persons authorized to sign the bid. The bids submitted should be wax sealed properly. All pages of the original bid document should be signed by the bidder and submitted.

14.2 Without signature on each page in the original bid document or non-submission of the original bid document will be treated as non-responsive and the bid will be rejected.

14.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

14.4 (i) The Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective state(s) and the same must be attested by a Notary Public or registered before Sub Registrar of the state(s) concerned.

(ii) The Power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the company/Institution/Body corporate.

(iii) In case of the bidder being a firm, the said power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
D. SUBMISSION OF BIDS:

15. SE Sealing AND MARKING OF BIDS:
   15.1 The tender bid should be submitted in two envelopes. The details of which are given below.

   ENVELOPE A: This envelope should be superscribed as Technical Bid and shall contain the following documents or whichever is applicable:

   1. Crossed Demand Draft towards cost of Bid Documents downloaded through website(if applicable)
   2. Valid Type Approval Certificate given by Telecom Engineering Centre (TEC)/Technical Specification Evaluation Certificate (TSEC) with latest amendment for the offered items issued by TEC/BSNL QA
   3. .Bid security (in the form of Bank Guarantee only and/or Latest & Valid NSIC Certificate duly certified by NSIC
   4. Inspection Certificate issued by BSNL (QA) for execution for Educational/Commercial Order.
   5. Infrastructure assessment certificate for test and repair facility in India issued by TEC / TSEC
   6. Power of Attorney as per proforma at Section XI as required under clause 14.4 of Section II of bids documents along with latest Minutes of Board of Directors meeting as per Clause xii of 10.1 of Section II. (The confirmation of current Board of directors is to be furnished.)
   7. Registration Certificate from State Director of Industries/Secretary for Industrial Approvals (SIA)/Ministries of Industries, Government Of India.
   8. Bid document – all pages signed
   9. Bid – Form (Section VII Part I(A)& 1(B))- completed and signed in accordance with Clause 8 of Section II.
   10. Articles or Memorandum of Association or Partnership Deed or proprietorship deed as the case may be.
   11. Certificate of Incorporation of the firm.
   12. Valid Sales Tax Registration Certificate (Latest Sales Tax paid certificate to be attached).
   13. A clause-by-clause compliance to technical specifications (Section VI) on a separate sheet of paper as per GR Book.
   14. A clause-by-clause compliance to commercial and special conditions (Section III and IV) on a separate sheet of paper.
   15. Latest Annual Report and or A certificate for the total bid value from its bankers as an evidence that he has financial capability to perform the contract.
   16. Approval from RBI/SIA in case of foreign collaboration.
   17. Performance statement for preceding two financial years duly indicating the supplies made to various DOT/BSNL/MTNL with BSNL QA certificate.
   18. Documentary evidence about technical and production capability necessary to perform the contract.
   19. Documentary evidences of the “goods and services” conformity to the Bid Documents, may be, in the form of literature, drawings, data, etc.
   21. A certificate regarding employment of near relatives in BSNL.

READ, UNDERSTOOD AND COMPLIED WITH   SIGNATURE OF THE BIDDER WITH SEAL
ENVELOPE B: This cover should be superscribed as **FINANCIAL BID** and shall contain the Price Bid in the Proforma specified in Section VII Part II (Price schedule) completed and Signed. Both the covers are to be wax sealed separately and to be submitted in one big cover (WAX SEALED) containing both the covers. The covers should be sealed by the personal seal of the bidder.

15.2. (a) The envelopes A and B and the outer Cover shall be addressed to the purchaser at the following addresses:

THE DIVISIONAL ENGINEER (MM),
O/o THE CHIEF GENERAL MANAGER,
Southern Telecom Region,
II FLOOR, 11 Link Road, Ganapathy Colony,
Guindy, CHENNAI - 600 032.

(b) The envelopes should be superscribed “Tender for the supply of **Optical Time Domain Reflectometer-Mini**”, the Tender number and the words **DO NOT OPEN BEFORE 29-10-2009**.

(c) If the tender document is downloaded from STR website, a demand draft for Rs.2080/- drawn in favour of The Accounts Officer(Cash), O/o CGMM,STR,BSNL, Chennai-32 must be submitted in Envelope A i.e Technical Bid, otherwise the bid will be summarily rejected at the time of opening itself.

(d) The inner and outer envelopes shall indicate the name and address of the Bidder to enable the bid to be Returned Unopened in case it is declared “LATE” or Rejected.

(e) Tenders may be sent by Registered Post or deposited in the tender box kept in the Chamber of DE MM (address is given in Clause 15.2(a) above) before due time and due date. The purchaser shall not be responsible if the bids are delivered elsewhere.

(f) Venue of Tender Opening: Tender will be opened at the address mentioned in the Clause 15.2(a) at **1130 hours of 29-10-2009**. If due to administrative reasons, the venue of bid opening is changed, it will be displayed prominently on notice board.

15.3 If all the envelopes are not sealed and marked as required by para.15.1 & 15.2, the bid shall be rejected.

16. SUBMISSION OF BIDS:

16.1 Bids must be deposited by the bidder at the address specified under para 15.2 not later than due time and due date.

16.2 The Purchaser may, at his discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Clause 6 in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
16.3 The Bidder shall submit his bid offer against a set of bid documents purchased by him for all or some of the systems/equipment as per requirement of 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. The Price Schedule can be submitted in a separate sheet if the space given in the bid document is not sufficient.

17. LATE BIDS:
Any Bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to Clause 16, shall be rejected and returned unopened to the Bidder.

18. MODIFICATION AND WITHDRAWAL OF BIDS:

18.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

18.2 The bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of Clause 15. A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy, by post not later than the deadline fixed for submission of bids.

18.3 Subject to Clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION:

19. OPENING OF BIDS BY PURCHASER:

19.1 The Purchaser shall open bids in the presence of bidders or their authorized representatives who choose to attend, at due time and due date. The bidder’s representatives who are present shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A format is given in Section – X).

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

19.3 The Bidder’s names, modification, bid withdrawals and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the time of Opening.

19.4 The Date fixed for Opening of Bids, if subsequently declared as a holiday by BSNL, the revised date of schedule will be notified. However, in absence of such notification the Bids will be opened on the next working day, time and venue remaining unaltered.

20. CLARIFICATION OF BIDS:
To assist in the Examination, Evaluation and Comparison of Bids, the Purchaser may, at his discretion, ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
21. PRELIMINARY EVALUATION:

21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required Securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

21.2 The technical evaluation of the bids will be carried out by the Technical Evaluation Committee on a subsequent date. The Date of Opening of Financial Bids will be intimated later to the eligible bidders.

21.3 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.

21.4 Prior to the detailed evaluation, pursuant to Clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Documents. For purposes of these clauses, a Substantially Responsive Bid is one which Confirms to all the Terms and Conditions of the Bid Documents without material deviations. The Purchaser’s determination of bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

21.5 A bid, determined as substantially non-responsive will be rejected by the Purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

21.6 The Purchaser 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.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

22.1 The Purchaser shall Evaluate in detail and Compare the Bids previously determined to be substantially responsive pursuant to Clause 21.

22.2 (a) The Evaluation and Comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered inclusive of Duties and Taxes (but excluding CENVAT-able Duties & Taxes), Sales Tax, Packing, Forwarding, Freight and Insurance charges etc. as indicated in Col 17 of the Price Schedule in the Sec VII part II of the Bid document.

As stipulated in clause 9.1, Octori/Entry Taxes are not to be included in the composite price and hence the same will not be considered for the purpose of evaluation and comparison of responsive bids. However Octori/Entry Taxes will be paid extra, as per actuals wherever applicable on production of proof of payment/relevant invoices/documents.
22.2 (b) (i) “Duties & Taxes for which the firm has to furnish Cenvatable challans/invoices will be indicated separately in the PO/APO

(ii) vendors should furnish the correct E.D/ Customs tariff Head in the Price schedule. If the credit for the Duties and Taxes under CENVAT Credit Rules, 2004 is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head , then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.

(iii) In case Duties & Taxes which are non CENVAT –able as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that credit for such Duties & Taxes is admissible as per CENVAT Credit Rules , 2004, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the CENVAT credit provided such credit is still available for the amount so paid as per CENVAT Credit Rules 2004.

(iv) The purchaser reserves the right to ask the Bidders to submit documentary proof confirming the correct Tariff Head from the E.D/Customs authority where the Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with E.D/Customs Tariff notifications.

(v) “If the supplier fails to furnish necessary supporting documents ie Excise/Customs invoices etc. in respect of the Duties/taxes which are Cenvatable, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm”.

23. CONTACTING THE PURCHASER:

23.1 Subject to Clause 20, no bidder shall try to influence the Purchaser on any matter relating to its bid , from the time of the Bid Opening till the time the Contract is awarded.

23.2 Any effort by a bidder to modify his bid or influence the Purchaser in the Purchaser’s Bid Evaluation, Bid Comparison or Contract award decisions shall result in the rejection of the bid.

F. AWARD OF CONTRACT:

24 PLACEMENT OF ORDER:
The Purchaser shall consider placement of orders for commercial supplies only on those Eligible Bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been Type Approved/ Validated by the Purchaser. The Purchaser reserves the right to counter offer price(s) against the price(s) quoted by any bidder.
The rates of L1 approved by the purchaser shall be the rates at which purchase orders shall be placed by the purchaser on all the other bidders as per quantities eligible for distribution.

25. PURCHASER’S RIGHT TO VARY TENDERED QUANTITIES:

a) BSNL will have the right to increase or decrease by up to 25% of the quantity of goods and services specified in the Schedule of Requirements without any change in the Unit Price or other Terms and Conditions at the time of award of contract or up to 50% of the additional quantities of goods and services contained in the running tender/contract can be ordered within a period of 12 months from the earliest date of acceptance of APO at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. and supplies to be obtained within delivery period of the placement of Purchase Order and supplies obtained within the original scheduled delivery period.

b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender/contract within a period of twelve months from the earliest date of acceptance of APO at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on the prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. Initial and proposed add on quantity.

(c) CGM STR Chennai will have power to accord administrative approval and financial concurrence to procure any equipment/material in any quantity by any means in the exigencies of services and interest of BSNL.

26. PURCHASER’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

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

27 ISSUE OF ADVANCE PURCHASE ORDER:

27.1 The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into the contract with the bidders.

27.2 The bidder shall within 14 days of issue of the Advance Purchase Order, give his Acceptance along with Performance Security in conformity with Section IX provided with the Bid Documents.
28 **SIGNING OF CONTRACT:**

28.1 The issue of Purchase Order shall constitute the award of contract on the bidder.
28.2 Upon the Successful Bidder furnishing Performance Security pursuant to Clause 27, the Purchaser shall discharge its Bid Security, pursuant to Clause 12.

29. **ANNULMENT OF AWARD:**

Failure of the Successful Bidder to comply with the requirement of Clause 28 shall constitute sufficient ground for the annulment of the award and forfeiture of the Bid Security in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new bids.

30. **QUALITY ASSURANCE REQUIREMENTS:**

The Supplier shall have a Quality Management System supported and evidenced by the following:
- A Quality Policy
- A management representative with authority and responsibility for fulfilling Quality Assurance requirements and for interfacing with purchaser in matters of Quality
- Procedure for controlling design/production engineering, materials, choice of components/vendors, manufacturing and packaging, process for supplying quality products
- System of Inward Goods inspection
- System to calibrate and maintain required measuring and test equipment
- System for tracing the cause for non-conformance (trace ability) and segregating products which do not conform to specifications
- Configuration management and change-control mechanism
- A Quality Plan for the Product
- Periodical Internal Quality audits
- A ‘Quality Manual’ detailing the above or infrastructure assessment certificate and Type approval Certificate issued by “TEC”/TSEC shall be furnished.

31. While all the conditions specified in the Bid Documents are Critical and are to be complied, special Attention of Bidder is invited to the following Clauses of the Bid Documents. **Non Compliance of any one of which shall result in OUTRIGHT REJECTION of the Bid.**
i) **Clauses 15.1 of Section – II:**

The Bids will be recorded / returned **UNOPENED**, if covers are not properly sealed with “Personal Seal” of the Bidder.

ii) **Clauses 12.1, 12.3 & 13.1 of Section – II:**

The Bids will be Rejected at the Opening Stage itself if Bid Security is not Submitted as per **Clauses 12.1 & 12.3** and Bid Validity is less than the period prescribed in **Clause 13.1** mentioned above.

iii) **Clause 2 & 10 of Section – II:**

If the Eligibility Condition as per **Clause – 2, Section – II** is not met and/or documents prescribed to establish the eligibility as per **Clause 10, of Section – II** are not enclosed, the bid will be Rejected without further Evaluation.

iv) **Clause 11.2 (C), Section – II:**

If clause by clause compliance and deviation statement as prescribed are not given, the Bids will be rejected at the stage of Preliminary Evaluation. In case of no deviation, a statement to that effect must be given.

v) **Section III Commercial conditions, Section-IV, Special Conditions of Contract & section-VI – Technical Specification – Compliance** if given using ambiguous words like “**Noted**”, “**Understood**”, “**Noted and Understood**” shall not be accepted as compliance. Mere “**Complied**” will also not be sufficient reference to the enclosed documents showing compliance must be given.

vi) **Section VII - Price Schedule:** Prices are not filled in as prescribed in the Price Schedule.

vii) **Section II:**

Clause 9.5 on Discount which is reproduced below:

“Discount”, if any, offered by the Bidder shall not be considered unless specifically INDICATED IN THE PRICE SCHEDULE. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly Net Price taking all such factors like discount, free supply etc into account.”

viii) Before outright rejection of the Bid by the Bid-opening team for non-compliance of any of the provisions mentioned in Clause 31(i),31(ii) of Section II and clause 2(i) of Section IV though, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the opening team, he/they can submit the representation to Bid-opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender conditions if any.

Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed covers as submitted, by taking signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

The Incharge of the Bid opening team will mention the number of bids with name of company found unsuitable for further processing on the date of tender opening and number of representatives received in Bid opening Minutes and if Bid opening team is satisfied with the arguments of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the incharge of the Bid opening
team will submit the case for review to competent authority CGM in circles and Director(Plg & NS) in corporate office as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O against instant tender. If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all participating bidders to give opportunity to desires participants to be present on the occasion.

32. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the equipment in time. Further, the suppliers whose equipment do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.

33. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

34. The bidder should give a certificate that none of his/her near relative is working in the units under control of CGMM, STR where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor, for 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 institution nominees and independent non-official part time Directors appointed by Govt of India or the Governor of State and full time Directors of PSUs both State and Central. Due to any breach of these conditions by the company or firm or any other person the tender/work will be cancelled and Earnest money/Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

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) and sister’s husband(brother in law).

The format of the certificate to be given as:

“I,..........................S/o..........................r/o............... Hereby certify that none of my relatives as defined in the tender document is/are employed in the BSNL unit as per details given in the tender document. 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.
35. The bidder should give a certificate as mentioned below stating that the firm is not blacklisted.

**Non Blacklisting Certificate**

T.E No. : 
Due to open on :

To
The Chief General Manager Maintenance,
Southern Telecom Region
11, Link Road, Ganapathy colony,
Guindy, Chennai-32.

We hereby certify that we have not been blacklisted by any BSNL Circle
or any other Government Departments as on date.

Signature

READ, UNDERSTOOD AND COMPLIED WITH   SIGNATURE OF THE BIDDER WITH SEAL

23
GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION:

The General Conditions shall apply in Contracts made by the Purchaser for the Procurement of Goods.

2. STANDARDS:

The Goods supplied under this Contract shall Conform to the Standards prescribed in the Technical Specifications mentioned in Section VI.

3. PATENT RIGHTS:

The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in INDIAN TELECOM network.

4. PERFORMANCE SECURITY:

4.1. The Suppliers (including Small Scale units who are registered with the National Small Scale Industries Corporation under single point Registration Scheme) shall furnish Performance Security to the purchaser for an amount equal to 5% of the value of purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser.

4.2. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

4.3. The Performance Security Bond shall be in the form of a Bank Guarantee issued by a Scheduled Bank / Nationalised Bank and in the form provided in Section-IX of this Bid Document.

4.4. The Performance Security Bond will be discharged by the Purchaser after completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.

5. INSPECTION AND TESTS:

5.1. The Purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance like Testing Instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.
5.2. Should any inspected or tested goods fail to conform to the Specifications the Purchaser may reject them and the Supplier shall either replace the rejected goods or make all alternations necessary to meet the Specification requirements free of cost to the Purchaser.

5.3. Notwithstanding the pre-supply tests and inspections prescribed in Clause 5.1 & 5.2 above, the equipments & accessories on receipt in the Purchaser’s premises will also be tested during and after installation before “take over” and if any equipment or part there of is found defective, the same shall be replaced free of all cost to the Purchaser as laid down in Clause 5.4 below.

5.4. If any equipment or any part thereof, before it is taken over under Clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the Supplier shall make the defective equipment good, or alter the same to make it to comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. The replacement shall be made by the Supplier free of all charges at site. Should it fail to do so within this time, the Purchaser reserves the discretion to reject and replace at the cost of the Supplier the whole or any portion of the equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the Supplier.

5.5. When the performance tests called for have been successfully carried out, the Inspector/ Ultimate Consignee will forthwith issue a Taking Over Certificate. The Inspector / Ultimate Consignee shall not delay the issue of any “Taking Over Certificate” contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the Supplier shall undertake to make good the same in a time period not exceeding six months. The Taking Over Certificate shall be issued by the Ultimate Consignee within six weeks of successful completion of tests. In this case BCPC (Bills Copy Payable Challan) shall be equivalent to “Taking Over Certificate” and the issuance of which shall certify receipt of goods in safe and sound conditions. However, they shall not discharge the supplier of their warranty obligations. BCPC in respect of last consignment against the Purchase Order will be equivalent to “Taking over Certificate”.

5.6. Nothing in Clause 5 shall in any way release the Supplier from any Warranty or other obligations under this contract.

6. DELIVERY AND DOCUMENTS:

6.1. (i) Delivery of the goods and documents shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements and Special Conditions of Contracts, and the goods shall remain at the risk of the Supplier until delivery has been completed. The delivery of the equipment shall be to the Ultimate Consignee as given in the Purchase Order.
(ii) LEAD TIME: The period from the date issue of Advance Purchase Order to the date of issue of firm order will be treated as Lead Time. Maximum Lead time, shall, however, be restricted to Thirty days only.

6.2 The delivery of the goods and documents shall be completed within **4 months** from the date of issue of Advance Purchase order. First one month is for lead period and evenly distributed supply is expected in remaining months. The actual delivery schedule will be given in Purchase order.

6.3 All Technical assistance for installation, commissioning and monitoring of equipment shall be provided by the supplier at no extra cost during laboratory evaluation, validation/ type approval and field trial, if any.

7. **TRAINING (WHERE REQUIRED):**

7.1 The bidder shall provide training for installation and maintenance to staff of the Purchaser free of cost where required.

7.2 The bidder shall specify in his bid the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training.

7.3 The bidder shall provide all training material and documents.

7.4 Conduct of training of the Purchaser’s personnel shall be at the Supplier’s Plant and/or on-site in assembly start-up operation, maintenance and/or repair of the supplied goods.

8. **INCIDENTAL SERVICES:**

The Supplier may be required to provide any or all of the following services:

8.1 (a) Performance or Supervision of on-site assembly and/or start-up of the supplied goods;

(b) Furnishing of tools required for assembly and/or maintenance of supplied Goods;

© Performance of supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties provided that this service shall not relieve the Supplier of any Warranty obligations under this Contract.

9. **SPARES:**

9.1 The Supplier shall be required to provide a list of the following materials and notifications pertaining to spares parts manufactured or distributed by the Supplier of spares including cost and quantity considered for arriving at prices of spares in Section - II. Clause 9

(a) Such spares parts as the Purchaser may elect to purchase from the Supplier provided that such purchase shall not relieve the Supplier of any Warranty obligations under the contract.

(b) In the event of termination of production of the spares parts the supplier shall:

(i) give advance notification to the Purchaser of the pending termination (not less than 2 years), in sufficient time to enable the Purchaser to procure life time spares, and
(ii) following such advance intimation of termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of spares parts, if and when requested.

9.2 Over a period of three years starting from the date of final acceptance, the Supplier shall supply, at his own cost, all necessary spares which have not been included in the offer as part of the requirement. These spares should be supplied within a maximum period of 30 days from the notification by the Purchaser of his need.

10. WARRANTY:

10.1. The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the purchaser who shall state in writing in what respect the stores are faulty. The warranty shall survive inspection or payment for and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) Twenty four months after the stores have been taken over under clause 5.5 above.

10.2. If it becomes necessary for the Supplier to replace or renew any defective portion / portions of the material / equipment under this clause, the provisions of the clause 10.1 shall apply to the portion / portions of the material / equipment so replaced or renewed or until the end of the above mentioned period of Twenty four months, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the purchaser may proceed to get the defects remedied from the other supplier etc., at the supplier’s risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

10.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

11. PAYMENT TERMS:

11.1 PAYMENT of 95% of the price shall be made on Receipt of goods by the Consignee. For claiming this payment the following documents are to be submitted to the paying authority.

   i) Invoice clearly indicating breakup details of composite price, i.e. Basic, ED, Sales Tax any other duties and taxes, Freight/Packing Charges, Service Tax etc.

   ii) Delivery Challan

   iii) Clear RR/Goods carrier receipt
iv) Suppliers Certificate for Despatch
v) Excise Gate Pass/ Excise Invoice/ or equivalent document
vi) Proof of Custom Duty paid being a 100% imported item
vii) Inspection Certificate of BSNL QA
viii) Consignee Receipt in case of dispatch by road
ix) The Sea Freight Receipt as per the rates approved by the Ministry of Water And Surface Transport.
x) Proof of payment of Octroi/ Entry Tax etc., if any
xi) If the supplier fails to furnish necessary supporting documents ie excise/Customs invoices etc. in respect of the Duties/taxes which are Cenvatable, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm."

11.2 (i) The Balance 5% payment shall be released within Six months from the date of supply of the equipment in case there are no damages / shortages. In those cases where such shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O.
(ii) 100 % Payment ( in place of 95 % ) may be made on delivery, provided that an additional Bank Guarantee for an amount equivalent to 5 % of the value of supplies valid for a minimum period of seven months from the last delivery schedule is furnished by the Supplier along with an undertaking that the Equipment / Stores supplied shall be free from Shortages / Damages. In those cases, where such Shortages / Damages are intimated to the supplier in writing, the Bank Guarantee shall be extended without fail by the Supplier for a suitable period at the request of the Purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank Guarantee shall be accepted at Circle head quarters and shall be released only after the cases are settled in accordance with the provisions available in the Bid Document/PO. In case where the additional Bank Guarantee for 5% is not provided, then the Payment will be settled as per Clauses 11.1 and 11.2 (i) mentioned above.

11.3 (i) Form C shall be provided by the purchaser.
(ii) No payment will be made for the goods rejected at the site on testing.

11.4 The bidder has to give the mandate for receiving the payment costing Rs 5 Lakhs and above electronically and the charges ,if any by Bank, has to be borne by the bidder/contractor /supplier. The bidder company are required to give the following information for this purpose.

i. Beneficiary Bank name
ii. Beneficiary Branch name
iii. IFSC code of beneficiary Branch:
iv. Beneficiary account no.
v. Branch serial no. (MICR No.)

12. PRICES:

12.1(i)(a) Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not be higher than the Prices Quoted by the Supplier in his Bid.
(ii)(a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time.
(b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/duties for the supplies made from the date of enactment of revised duties/taxes.
(c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.

(iii) Any increase in taxes and other statutory duties/levies after the expiry of the scheduled delivery date shall be to the supplier’s account. However benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier.

13. CHANGES IN PURCHASE ORDERS:
13.1 The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
   (a) Drawings, Designs or Specifications, where Goods to be supplied under the Contract are to be specifically manufactured for the Purchaser,
   (b) the method of Transportation or Packing,
   (c) the place of Delivery or
   (d) the Services to be provided by the Supplier

13.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the Supplier for adjustment under this clause must be made within thirty days from the date of receipt of the change in order.

14. SUB CONTRACTS:

The supplier shall notify the purchaser in writing of all sub contracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the supplier from any liability or obligation under the contract.

15. DELAYS IN THE SUPPLIER’S PERFORMANCE:

15.1 Delivery of the Goods and Performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in its Purchase Order. In case the supply is not completed within the stipulated delivery period as indicated in the purchase order, the purchaser reserves the right either to short close / cancel this purchase order and / or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.
15.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:
   i) forfeiture of its Performance Security,
   ii) Imposition of Liquidated Damages, and / or
   iii) Termination of the contract for default.

15.3(i) If at any time during performance of the Contract, the Supplier encounters conditions impending timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing, the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks or as per provisions of clause 16.2, Section - III) as per provision given below.

(ii) The vendor has to submit their request for extension along with undertaking as per clause 24 Section – III (Fall Clause) and a copy of QA inspection certificate at least two weeks before the expiry of delivery period. The decision regarding extension shall be communicated within two weeks of the receipt of request.

(iii) In case extension is being granted beyond 20 weeks then the vendor shall submit additional BG while seeking extension. For piecemeal items, the amount of additional PBG should be 5% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought. In cases of Infrastructure / turnkey projects other than stated above, 1% of the total project value shall be the value of additional PBG. The additional PBG shall be valid for six months beyond extension of delivery period sought and shall be discharged after the full ordered quantity has been supplied to the ultimate consignee within the last extended delivery period on submission of inspection certificate from QA and consignee receipt without prejudice to the other remedies available to the purchaser.

15.4 If the vendor fails to deliver the full ordered quantity even during extended delivery period, then the PO shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.

16. LIQUIDATED DAMAGES:

16.1 The Date of Delivery of the stores stipulated in the acceptance of tender should be deemed to be essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period, without prior concurrence of the Purchaser, and be accepted by the Consignee, such deliveries will not deprive the Purchaser of his right to recover liquidated damages under Clause 16.2 below. However, when supply is made within 21 days of the contracted original delivery period, the Consignee may accept the stores and in such cases the provision of Clause 16.2 will not apply.
16.2 (i) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the Purchaser without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of conditions a sum equivalent to 0.5% (half percent) of the value of the delayed supply and/or undelivered material/supply for each week of delay or part thereof for a period up to 10 weeks and thereafter at the rate of 0.7% of the value of the delayed supply and/or undelivered material supply for each week of delay or part thereof for another 10 weeks of delay.

(ii) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the concerned in case of tenders floated by circles and by the Functional Directors concerned in tenders floated by Corporate office, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.

(iii) In the case of package supply/turnkey projects when the delayed portion of the supplies materially hampers installation and commissioning of the systems, Liquidated Damage Charges shall be levied as above on the total value of the concerned package of the Purchase Order.

(iv) Quantum of Liquidated Damages assessed and levied by the Purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be not challenged by the Supplier either before Arbitration, Tribunal or before the Court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration. However, when supply is made to the ultimate consignee within 21 days of QA clearance in the extended delivery period and the goods were dispatched within the delivery period, the consignee may accept the stores and in such cases the LD shall be levied up to the date of dispatch after QA clearance only.

(v) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) ie. LD shall be levied up to 20 weeks only as per provision at para (i)

17. **FORCE MAJEURE:**

17.1. If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance, or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option, may terminate the contract.
17.2 PROVIDED, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of manufacture which may be in possession of the supplier at the time of such termination or such portions thereof as the Purchaser may deem fit except such materials bought out components and stores as the supplier may with the concurrence of the Purchaser elect to retain.

18. TERMINATION FOR DEFAULT:

18.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default, sent to the Supplier, terminate this Contract in whole or in part.
   (a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 15,
   (b) if the Supplier fails to perform any other Obligation(s) under the Contract and
   (c) if the Supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

18.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to Para 18.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the Supplier shall continue performance of the contract to the extent not terminated.

19. TERMINATION FOR INSOLVENCY:

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent as declared by the Competent Court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

20. ARBITRATION:

20.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to the matters the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the Chief General Manager, Maintenance, BSNL, Southern Telecom Region, Chennai-32 or in case his designation is changed or his office is abolished then in such cases to the sole arbitration of the Officer for the time being entrusted.
(whether in addition to his own duties or otherwise) with the functions of the Chief General Manager, Maintenance, BSNL, Southern Telecom Region, Chennai or otherwise) by whatever designation such an officer may be called (hereinafter referred to as the said officer) and if the Chief General Manager, Maintenance, BSNL, Southern Telecom Region, Chennai or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Chief General Manager, Maintenance, BSNL, Southern Telecom Region, Chennai or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act – 1996. There will be no objection to any such appointment that the arbitrator is BSNL/ Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as BSNL/ Government Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager, Maintenance, BSNL, Southern Telecom Region, Chennai or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

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

20.3 The Venue of the arbitration proceeding shall be the Office of Chief General Manager, STR, BSNL, II floor, 11 Ganapathy colony, Chennai-32 or such other places as the Arbitrator may decide.

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

22. The bidders who are given purchase orders, must give the details of the supplies made against all the Purchase orders every month on the first working day of the following month to the Divisional Engineer (MM), O/o CGMM, STR, Chennai-32.

23. The bidder should furnish the name of his collaborator (if applicable), brand name, model no. and type of the products offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.
24. Fall Clause

24.1 The Prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 12.1 of Section III. Further, if at any time during the contract

(a) It comes to the notice of the Purchaser regarding reduction of price for the same or similar equipment/service.

And/or

(b) the prices received in new tender for the same or similar equipment/service are less than the prices chargeable under the contract. The purchaser for the purpose of delivery period extension, if any will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.

24.2 (a) The vendor while applying for extension of time for delivery of equipment/services, if any shall have to provide an undertaking as “We have not reduced the sale price, and/or offered to sell the same or similar equipment/service to any person/organization including Department of central/state government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period”.

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

25. Court Jurisdiction

(i) Any dispute arising out of the tender/bid document/evaluation of bids/issue of APO shall be subject to the jurisdiction of the competent Court at the place from where the NIT/tender has been issued.

(ii) where a contractor has not agreed to arbitration, the dispute/claims arising out of the contract/PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where contract/PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

“This Contract/PO is subject to jurisdiction of Court at Chennai only.”
SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of the contract shall supplement the instruction to the Bidders as contained in Section-II &General(commercial) Conditions of the Contract as contained in Section-III and wherever there is a conflict, the provisions herein shall prevail over those in Section-II and Section–III.

2. (i) The Bank Guarantee for Bid Security or NSIC Registration Certificate for claiming exemption from submission of Bank Guarantee against Bid Security as prescribed under Clause 12.1 & 12.3 of Section-II of the bid documents, and the Type Approval Certificate and proof of execution of E.O/C.O as required under clause 2 of Section II shall be submitted along with the bids. The Bank Guarantee so submitted shall be as per the format given in section VIII on prescribed judicial paper with stamps of proper value & should contain full address of issuing branch of the Bank with its Telephone number & FAX number.

(ii) In case where the documents of Bid Security, TAC etc. are not submitted in the manner prescribed under Clause 2(i) above, Envelope B containing the Price Bid shall not be opened and the bid shall be rejected and returned to the bidder unopened.

3. The Small Scale Industries registered with National Small Scale Industries Corporation (NSIC) for the tendered item under Single Point Registration Scheme & desirous of claiming concessions available to such units inclusive of bid security should submit their latest NSIC certificates and documents in respect of their monetary limit & financial capability duly certified by NSIC.

4. (i) The supply will be accepted only after Quality Assurance Test are carried by Quality Assurance Wing of BSNL as per prescribed schedule and material passing the test successfully and after authenticated Excise Gate Pass issued by Excise Authority.

(ii) The QA Units of BSNL while clearing the equipments/stores will strictly adhere to the package discipline as prescribed in Purchase Order. Supplies made in full, as per Purchase Order, of all the packages during delivery period only will be deemed to have been supplied within the Scheduled Delivery Period.

5. (i) The Purchaser intends to limit the number of technically and commercially responsive Bidders to TWO in the ratio L1 70 % and L2 30 % from the list of such Bidders arranged in increasing order of their evaluated price starting from the lowest for the purpose of ordering against this tender

(ii) In the event of any of the eligible bidders not agreeing to supply the equipment or not being considered by BSNL for ordering the equipment, intense ranking of the bidders below the aforesaid bidder(s) will be recast to fill up vacated slots. This will be done to ensure that the number of bidders supplying the equipment remains same as earlier.
6. SPARES:

1. The supplier shall be required to provide a list of spare parts recommended for maintenance for three years along with rates at card/module level. The purchaser may elect to purchase the recommended spares from the supplier at any time including at the end of warranty/AMC, provided that such purchase shall not relieve the supplier from any warranty/AMC obligations under the contract.

2. Over a period of three years starting from the date of final acceptance of the equipment or after the procurement of spares, supplier shall supply at his own cost, spare parts needed which have not been included in the offer. These spares should be supplied within a maximum period of thirty days from the notification by the purchaser of his need, without demur.

3. In the event of termination of production of the equipment/spare parts, the supplier shall notify the purchaser at least three years in advance of the impending termination to enable the purchaser to procure life time spares. The supplier shall also provide at his own cost to the purchaser, the blue print drawings and specifications of spare parts if and when requested.

4. Period of Warranty for TWO years prescribed.

7. REPAIR OF FAULTY EQUIPMENT AND SETTING UP OF REPAIR FACILITIES:

1. The supplier shall establish adequate repair facilities for repair of faulty equipment in India within a period six months from the date of purchase order. The number and location of repair facilities should be such as to meet the requirement of repairs and turn around time provided in the special conditions in Section IV. The performance bank guarantee shall not be released until the purchaser is satisfied that sufficient repair facilities have been established in addition to the fulfillment of other conditions of the contract. The purchaser reserves the right to blacklist a supplier who does not meet the repair obligation as per the conditions of the contract.
SECTION – V

SCHEDULE OF REQUIREMENTS:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>GOODs</th>
<th>QUANTITY*</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Optical Time Domain Reflectometer-Mini .</td>
<td>51 nos</td>
</tr>
</tbody>
</table>

*The above quantities may vary according to the purchaser’s requirements at the time of award of contract and the requirement may be ordered in installments.

1. TERMS OF DISPATCH: Free delivery to the ultimate consignees of Southern Telecom Region covering Tamilnadu, Kerala, Andhra Pradesh, Karnataka States and Pondicherry Union Territory.

2. PACKING: Packing should be such that there is no damage to the equipment even in the worst condition of transportation and there is a provision for opening at the consignee’s end to check the material and closing the same for further dispatch to another place in good condition. Packing should be such that it shall be capable to withstand the rigors of one or more transportation on the first destination.

3. Rates shall be quoted clearly indicating break up details of composite price i.e Basic, Sales Tax & Excise duty, Packing, Forwarding, Freight, Insurance, Discount, Cenvatable duties etc., but excluding Octroi/Entry Tax/Way Bill/Consumption Tax which will be payable extra as per actuals wherever applicable) on FIRM PRICE BASIS in the Format at Section VII Part II of the bid documents.

4. For imported items the relevant price schedule must be used.

5. For indigenous items the relevant price schedule must be used.

6. For home State consignees the supply price will remain the same as approved finalized all inclusive price only with applicable VAT.
### TECHNICAL SPECIFICATION

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<th>GOODS</th>
<th>SPECIFICATION</th>
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<tr>
<td>Optical Time Domain Reflectometer-Mini</td>
<td>GR/OTD -02/02 Jan 2005 with latest amendments/specifications if any</td>
</tr>
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</table>

Note: Detailed Parawise Compliance as per GR Catalogue has to be furnished including amendments of GR.
To The Chief General Manager,
Southern Telecom Region,
Chennai-32.

Dear Sir,

1. Having examined the conditions of contract as in Bid Documents and specifications the receipt of which is hereby duly acknowledged, we undersigned, offer to supply and deliver (name of the item/Quantity) in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of Prices attached herewith and made part of this Bid.

2. We undertake, if our Bid is accepted, to commence deliveries within ----- months and to complete delivery of all the items as specified in the contract within ----- months (Calculated from the date of issue of Advance Purchase Order).

3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum at 5% of the contract value for the due performance of the contract.

4. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Purchase Order or 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.

8. We understand that the Bid Document so submitted is the true copy of BSNL tender document available on BSNL STR Chennai website http://str.bsnl.co.in Any deviation will result in the rejection of the bid. [Applicable in case of Bid Document is downloaded from website]

9. We have read and understood all technical and commercial conditions of the bid document and accepted them unconditionally.

Dated this .................................. Day of ..................................

Name & Signature : ..............................................................

In the capacity of: .................................

Duly authorised to sign the bid for an on behalf of ..................................................

Witness ..............................................................

Address ..............................................................

Signature
SECTION VII
BID FORM
PART-I(B)

1.0 Tender is to be submitted in this form only. Tender submitted by the Tenderer in their own proforma is liable to be rejected. Separate sheets may be attached where space provided against any clause is insufficient.

1.1 Tender Enquiry No. & date:

1.2 Offer No. & date

2.0 Name and address of the firm:

2.1 Name of the Firm:
   Office Address:
   Telephone No & Fax No:

2.2 Factory Address:
   (This shall be same as in the NSIC/TAC/TSEC)
   Telephone No & Fax No:

3.0 Particulars of Central Excise/Custom duty Tariff head under which ED/custom duty is leviable:

4.0 Tender Qualification: TAC/TSEC No.

4.1 Indicate here the details of your past performance against latest order placed by STR, Chennai and any Telecom circle/MTNL(for the item under Bid) in the following proforma (separate sheet may be used.

<table>
<thead>
<tr>
<th>Name of the Telecom Circle</th>
<th>P.O no. &amp; date</th>
<th>Item</th>
<th>Quantity Ordered</th>
<th>Quantity supplied within SDD</th>
<th>Quantity supplied in extended Delivery date</th>
</tr>
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</table>

5.0 Are you registered with NSIC under single point Registration scheme.

If so, please furnish Photostat copy of the current Registration certificate issued within 2 years from the date of opening of this tender, showing nomenclature of the item tendered.

5A. Are you:-
   i) Proprietorship firm:
   ii) Partnership firm:
   iii) Company:

   Signature of the Authorised signatory

List of Enclosures:
   i)
   ii)
   iii)

   Signature of the Authorised signatory

Name in Block Letters:
STATUS OF THE AUTHORISED SIGNATORY:-

READ, UNDERSTOOD AND COMPLIED WITH

SIGNATURE OF THE BIDDER WITH SEAL
### SECTION VII: PART II

**PRICE SCHEDULE for Imported Equipment (for 100% Imported items)**

| Sl. No. | Item Description | Quantity | Ex-factory price (basic unit price exclusive of all other levies & charges, if any) | Unit price per unit CIF | Custom duty % | Amt | Sales Tax % | Amt | Packing & inland freight | Amt | other levies & charges, if any | Amt | Price per unit for site (all inclusive) | Amt | Duties & Taxes CENVAT-able on unit Price | Amt | Unit Price excluding Duties & Taxes CENVAT-able (12+13) | Amt | Total Price excluding duties & taxes (4B+6+8+10+11) | Amt | Discount offered, if any | Amt | Total discounted price excluding Duties & Taxes CENVAT-able | Amt | Custom Tariff Head (CTH) |
|---------|------------------|----------|--------------------------------------------------------------------------------|--------------------------|------------------------|-----|-------------|-----|-------------------------|-----|--------------------------|-----|--------------------------------|-----|--------------------------------|-----|---------------------------------|-----|-------------------------|-----|--------------------------|-----|
| 1       |                  | 4        | 4 A                                                                                | 4 B                      | 5                      | 6   | 7           | 8   | 9                       | 10  | 11                       | 12  | 13                         | 14  | 15                         | 16  | 17                         | 18  | Note : 1. "We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the MODVAT SCHEME introduced w.e.f 1st March 1986 and further extended on more items till date." 2. If Annual maintenance Contract charges are required to be quoted as per SOR, basic charges should be shown in column –4 B & the service tax in column 11 &13 3. 'We hereby certify that customs Tariff Head shown in column 18 are correct & CENVAT Credit for the amount shown in column 13 above are admissible as per CENVAT Credit Rules 2004" 4. The Bidder shall quote separately for Hardware and software as per special conditions of the contract. 5. The Bidder submitted the offer with concessional Sales Tax shall submit the proof of applicable Concessional Sales Tax. | Signature of Authorised Signatory | READ, UNDERSTOOD AND COMPLIED WITH SIGNATURE OF THE BIDDER WITH SEAL | 41 |
SECTION VII : PART II  
PRICE SCHEDULE for Indigenous Equipment

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Ex-factory price [Basic unit price exclusive of all levies &amp; charges]</th>
<th>Excise duty</th>
<th>Sales Tax</th>
<th>Freight, Forwarding, Packing &amp; Insurance</th>
<th>Other levies &amp; charges if any</th>
<th>Unit price inclusive of all levies &amp; charges [4+6+8+10+11]</th>
<th>Duties &amp; Taxes CENVAT-able on unit price</th>
<th>Unit Price excluding Duties &amp; Taxes CENVAT-able [12-13]</th>
<th>Discount offered, if any</th>
<th>Total Discounted price excluding Duties &amp; Taxes CENVAT-able [15-16]</th>
<th>E.D tariff Head</th>
<th>Import content</th>
<th>Percentage (%) of Customs duty</th>
<th>Customs tariff Head</th>
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</table>

1. “We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the MODVAT SCHEME introduced w.e.f 1st March 1986 and further extended on more items till date”
2. If Annual maintenance Contract charges are required to be quoted as per SOR, basic charges should be shown in column 4 & the service tax in column 11 & 13
3. “We hereby certify that customs Tariff Head shown in column 18 are correct & CENVAT Credit for the amount shown in column 13 above are admissible as per CENVAT Credit Rules 2004”
4. The Bidder shall quote separately for Hardware and software as per special conditions of the contract.
5. The Bidder submitted the offer with concessional Sales Tax shall submit the proof of applicable Concessional Sales Tax.

Signature of Authorised Signatory


BID SECURITY FORM

Whereas ................................................(hereinafter called “the Bidder”) has submitted its bid dated ...................... for supply of .......................................................... vide Tender No. .................................................. date .....................

KNOW ALL MEN by these Presents that WE .................................................. OF .......................................................... having our registered office at .........................

(hereinafter called “the Bank”) are bound unto Chief General Manager, BSNL, Southern Telecom Region, Chennai (hereinafter called “the Purchaser”) in the sum of Rs............................................. for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE:

1. If the Bidder withdraws his 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 his bid by the Purchaser, during the period of bid validity.
   (a) fails or refuses to execute the Contract, if required; or
   (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

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

This guarantee will remain in force as specified in Clauses12 & 28.2 of Section II of the Bid document up to and including Thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the Bank Authority

Signature of the Witness Name

Name of Witness Signed in the capacity of

Address of Witness Full Address of the Bank

Telephone No. of Branch :

Signature of the bidder with seal FAX No. of Branch :

READ, UNDERSTOOD AND COMPLIED WITH SIGNATURE OF THE BIDDER WITH SEAL
PERFORMANCE SECURITY GUARANTEE (BOND FORM)

1. In consideration of Chief General Manager, Southern Telecom Region, BSNL, Chennai (hereinafter called the BSNL) having agreed to exempt (hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement/Advanced Purchase Order No. ___________________ dated __________ made between _______________ and ______________ for the supply of ______________ (herein after called “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 the Bank guarantee for ________________ We, (Name of the Bank) _______________ (herein after refer to as “the bank”) at the request of ______________ do hereby undertake to pay to the BSNL an amount not exceeding ______________ against any loss or damage caused to or suffered by or would be caused to or suffered by the BSNL by reason of 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 by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the Bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding ______________.

3. We undertake to pay to the BSNL any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/suppliers in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/suppliers shall have no claim against us for making such payment.

4. We (Name of the Bank) ______________ further agree that the guarantee herein contain 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/department) BSNL certifies that the terms and conditions of the said agreement have been fully or properly carried out by the said contractor(s) and accordingly

READ, UNDERSTOOD AND COMPLIED WITH       SIGNATURE OF THE BIDDER WITH SEAL
discharges this guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the expiry of TWO/TWO AND HALF/THREE YEARS (or period which should be more than the period of warranty period as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee there after.

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

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 ___________________________ day of ___________________________

For ______________________________________________ (Indicate the name of the Bank)
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach DE (MM) before the date of bid opening)

To
The Divisional Engineer (MM)
O/o CGMM,
II Floor, No. 11 Ganapathy Colony,
Guindy,
Chennai –32.

Sub: Authorization for attending bid opening on
______________________________ (date) in the tender of
______________________________

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

Order of preference  Name  Specimen Signatures

I

II

III
Alternate Representative

Signature of bidder
or
Officer authorised to sign the bid
Documents on behalf of the bidder.

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

PROFORMA FOR POWER OF ATTORNEY

Non-Judicial Stamp
POWER OF ATTORNEY.

Be it known all to whom it concern that:-

1. Shri --------------------- S/o ---------------------- residing at-------------------
2. Shri --------------------- S/o ---------------------- residing at-------------------
3. Shri --------------------- S/o ---------------------- residing at-------------------

I, the proprietor /We all the Partners/Directors of M/s. ------------------(Address) appoint
Shri--------------------- s/o----------------------
Residing at--------------------- as my/our Attorney to act in my/our
name on behalf and sign and execute all documents/agreements binding the firm for
all contractual obligations (including references of cases to arbitration) arising out of
the contracts to be entered into by the firm with the Chief General Manager
Maintenance, Southern Telecom Region, No.11, Link Road, Ganapathy
Colony, Guindy, Chennai-32 in connection with their Tender Enquiry no------------------
--------------------- dated---------------------for the supply
of --------------------- due for opening on---------------------
In short he is fully authorized to do all, each and everything requisite for the above
purpose concerning M/s.--------------------- And I/We hereby agree to
confirm and ratify his all and every act of this or any documents executed by my/our
said Attorney within the scope of the authority hereby conferred on him including
references of cases to arbitration and the same shall be binding on me/us and my/our
firm as if the same were executed by me. us individually or jointly.

Witness
1. 1.
2. 2.
3. 3.

Attested
Accepted

Notary Public
(Signature with official seal)
(Signature of Signatory of the
Tender Offer of the firm)

REGISTERED
Before
SUB-REGISTRAR
---------------------
(OF THE CONCERNED STATE)
Signature with official seal

READ, UNDERSTOOD AND COMPLIED WITH  SIGNATURE OF THE BIDDER WITH SEAL
**SECTION-XII**  
**MANDATE FORM**  

E Payment of suppliers bills through RTGS

<table>
<thead>
<tr>
<th>Serial No</th>
<th>Particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Company’s Name</td>
</tr>
<tr>
<td>2</td>
<td>Address</td>
</tr>
<tr>
<td>3</td>
<td>Phone No</td>
</tr>
<tr>
<td>4</td>
<td>Particulars of Accounts</td>
</tr>
<tr>
<td>5</td>
<td>Bank Name</td>
</tr>
<tr>
<td>6</td>
<td>ACCOUNT NO</td>
</tr>
<tr>
<td>7</td>
<td>Branch Name &amp; Address &amp; MICR No.</td>
</tr>
<tr>
<td>8</td>
<td>IFSC CODE OF BRANCH</td>
</tr>
</tbody>
</table>

I/we hereby declare that the particulars given above are correct and complete. I/We undertake that till a change is requested by us the payment shall continue to be in the above account only. I/We also agree to bear the RTGS charges in case such charges are levied by any bank for processing the RTGS transaction.

Date                                 Signature of the authorized signatory  
                                          (Sealed of the company)  

**Certified that the particulars furnished above are correct as per our records.

Bank Stamp                          Signature of the Authorised Officer  
                                          (from the Bank)