



BHARAT SANCHAR NIGAM LTD

(A Government of India Enterprise)

**O/o the Divisional Engineer, No.63/4, Vishwanath Rao Road,
Madhav Nagar, Bangalore – 1**

Ph: 22200222, 22200397, 22381488, 2281095, 22384009 Fax: 22251947

No. NRC/2/2006-07/Repair of CRO dated at Bangalore-560 008, the 31/10/2006

LIMITED TENDER NOTICE

Sealed limited tenders are invited on behalf of the BSNL by the Chief General Manager Telecommunications, Karnataka Circle, Bangalore-560 008 from the reputed repairers for Repair of Power Supplies and CROs. The limited tender should be submitted to this office by **14.30 hours of 14/11/2006** in sealed covers addressed to Divisional Engineer, Bharat Sanchar Nigam Limited, National Repair center, No.63/4, Vishwanath Rao Road, Madhav Nagar, Bangalore-01 with the Superscription – “**Limited Tender for Repair of CRO/ Power Supplies etc. at NRC Bangalore**”. The tenders so received will be opened **at 1500 hours** on the same day in the presence of those tenderers or their authorized agents who may wish to be present at the time of opening of tender. Any tender received after the dead line for submission of tender prescribed by the purchaser shall be rejected and returned un open to the bidder.

1. DETAILS OF THE ITEMS TO BE REPAIRED.

S.N	DESCRIPTION	QTY.
1	POWER SUPPLY 0-65V, 12A SR.NO. 0171090-3	1
2	POWER SUPPLY 0-65V, 12A SR.NO. 0171090-4	1
3	Power supply HE512020-48V, 50A SI.NO.2k003053	1
4	Oscilloscope PM3065 SI.No. NRC1	1
5	Oscilloscope PM3065 SI.No. NRC2	1
6	Oscilloscope 2235 SI.NO.NRC3	1

Bidder may enclose experience certificate if any.

2. The Bidder should quote the total composite price inclusive of all levies & taxes, i.e. Sales Tax Service Tax, Excise Duty, packing forwarding, freight and insurance Charges etc., in the price schedule given at **Annexure I**.

The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subjected to variation on any account.

3. (i) The bidder shall furnish documentary evidence like past PO copies, Satisfaction letters from customers to indicate his technical capability necessary to perform the contract.

4. PURCHASER’S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity up to 25% of the total quantity of goods and services specified in the Schedule of Requirements without any change in unit price of the offered quantity or other terms and conditions:

5. The tender should be furnished for the Quantity as indicated in Cluase 1 above. If the tender is found to be vague and incomplete and is for any other work other than that of the item stated in the tender schedule, the tender will be summarily rejected. Any clerical error or typographical error made in the tender will not be considered. The competent authority, General Manager (O) reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever.

SIGNATURE AND SEAL OF THE SUPPLIER

6. The terms and conditions and rates accepted will be Valid for a Period of 1 Year from the date of the tender.
- 7.. Along with the tender, an **EMD of Rs. 800/- (Rupees Eight Hundred only)** should be paid in the form of crossed Demand Draft Drawn in favour of the Accounts Officer (Cash) BSNL, O/o Chief General Manager Telecom., Karnataka Circle, Bangalore-8. If the EMD is not furnished, the tender will not be considered.
8. The EMD will be refunded to unsuccessful tenderers as per the prevailing BSNL rules.
9. If any tenderer withdraws after opening the tender, the withdrawal would amount to refusal to accept the work and forfeiture of the entire EMD paid by him.
10. The BSNL reserves the right to reject unsatisfactory work and the tenderer is required to carryout the work once again at his own cost. The decision of the General Manager (D) will be final and binding.

11. PERFORMANCE SECURITY:

11.1 The successful tenderer should furnish performance security to the purchaser for an amount equal to 5% of the value of purchase order within 7 days from the date of issue of Purchase Order by the Purchaser. **Security Deposit should be** in the form of crossed Demand Draft / Bank Guarantee drawn from any recognised Nationalised Bank / Scheduled Bank payable to the A.O (Cash), BSNL, O/o CGMT, Karnataka Circle, Bangalore-8. The EMD & Security Deposit, which is in the BSNL custody, will not carry any interest.

11.2 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.

12. INSPECTIONS AND TESTS :

12.1 The Purchaser or his representative shall have the right to inspect and test the goods for their conformity to the specifications. Where the Purchaser decided to conduct such tests on the premises of the Supplier or its subcontractor(s).

12.2 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 alterations necessary to meet Specification requirements free of cost to the Purchaser.

12.3 When the performance tests called for have been successfully carried out, the Inspector/ultimate consignee will forthwith issue a 'Taking Over Certificate' issuance of which shall certify receipt of goods in safe and sound conditions. However, they shall not discharge the supplier of their warranty obligations.

13. WARRANTY:

13.1 The contractor shall warrant that stores to be supplied shall be new and free from all defects and faults in material, 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. This warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, 24 months after the stores have been taken over .

13.2 If it becomes necessary for the contractor to replace or renew any defective portion / portions of the equipment under this Clause, the provisions of the Clause shall apply to portion/portions of the equipment so replaced or renewed or until the end of the above mentioned period of 24 months, whichever may be later. If any defect is not remedied within a reasonable time, the purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other rights, which the purchaser may have against the contractor in respect of such defects.

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

14. PAYMENT TERMS:

100% payment shall be made on proof of receipt and inspection of item in case there are no damage/shortages. In those cases where such shortages/damages are intimated to the supplier in writing, the payment shall be released only after the cases are settled in accordance with the provisions of the PO.

15. CONSIGNEE : Divisional Engineer (NRC)
Basaava sadan, Vishwanath Rao Road,
Madhav nagar, Bangalore-01
Ph:22200222, 22200397 fax: 22251947

16. PAYING AUTHORITY :Sr.ACCOUNTS OFFICER (Cash)
O/o Chief General manager Telecom No.1.Swamy Vivekanand
Road, Halasuru Bangalore-560 008.

17. INSPECTION AUTHORITY : Divisional Engineer (NRC)
Madhav Nagar, Bangalore-01

18. DELIVERY :

Goods should be delivered in as per Purchase Order.

19. LIQUIDATED DAMAGES:

19.1.. If the Tender items are not supplied on the due date fixed by this office, the competent authority will have the right to deduct 0.5% of the value of the delayed supply including tax etc for each week's delay or part thereof for a period up to 10 weeks and thereafter at 0.7% of the value of the delayed supply for each week of delay or part thereof for another 10 weeks of delay. In the case of package supply where the delayed portion of the supplies materially hamper the installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the P.O. Quantum of liquidation damage assessed and levied by the purchaser shall be final and not challengeable by the supplier.

19.2.. The submission of the tender by the tenderer shall be taken to signify his acceptance of the stipulated terms and conditions of the tender.

19.3 The competent authority reserves the right to reject any or all the tenders without assigning any reasons whatsoever.

20. TERMINATION FOR DEFAULT:

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, (s) 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.

21. 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.

22. Arbitration : The dispute if any arising out of this contract will be referred to the sole Arbitrator appointed by the Chief General Manager or any person nominated by him. The decision of the sole Arbitrator appointed by the Chief General Manager will be final. The dispute if any has to be placed before the Chief General Manager.

- a) There will be no objection to any such appointment that the Arbitrator is a Government Servant. If however, the Arbitrator is a Government Servant he will not be one who had an opportunity to deal with the matter to which the tender agreement relates or that in the course of his duties as Government Servant he has expressed views, on all or any of the matters in dispute or in differences. The award of the Arbitrator shall be final and binding on the parties. It is a term of agreement that in the event of such arbitrator to whom the matter is originally referred to being transferred or vacating his office, residing or refusing to work or neglecting his work being unable to act for any reason whatsoever, "the said officer" shall appoint another person to act as arbitrator in place of outgoing arbitrator in accordance with the terms of this tender agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left out by his predecessor.
- b) The arbitrator may from time to time with the consent of all the parties enlarge the time for making the award.
- c) Subject to the aforesaid provisions, the Arbitration Act, 1940 and the rules made there under and any modification thereof made from time to time in force shall be deemed to apply the arbitration proceedings under this clause.
- d) Upon every and any reference as afore said the assessment of costs and of incidental expenses in the proceedings for the award shall be in the discretion of the arbitrator. The venue of the arbitration shall be the place from which the acceptance note is issued or such other place as the Arbitrator at his discretion may determine.

23. SET OFF: Any sum of money due and payable to the tenderer (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the Government or any other person or persons contracting through the Government of India and set off the same against any claim of the purchaser or Government or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the contractor with the purchaser of Government or such other person or persons contracting through Govt. of India.

24.. The Ordered material should be delivered to the DE NRC Unit free of freight charges. Bill will be settled by the Sr.Accounts Officer (Cash) of this office, after issue of taking over certificate.

25.. The bidder is to submit the tender in the form issued by the BSNL and has to sign with seal on all the pages as a token of acceptance of the tender conditions. Any conditions put forth by the tenderer other than the conditions mentioned by BSNL in the tender notice will be treated as Null and Void.

26. The Purchaser intends to limit the number of Technically and Commercially responsive bidders to ONE only against each item from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender.

(R.Ramkumar)

DE (NRC),

For Chief General Manager Telecom.,
Karnataka Circle, Bangalore-560 008.

Ph:22381488 / Fax:22251947



ANNEXURE-I

PRICE SCHEDULE

Limited tender for "Repair of CRO/ Power Supplies etc."

Tender No.NRC/2/2006-07/ Repair of CRO

Dated 31/10/2006

S.N DESCRIPTION (All quantity in numbers)	QTY.	Unit Rate	Total Rate
1 POWER SUPPLY 0-65V, 12A SR.NO. 0171090-3	1		
2 POWER SUPPLY 0-65V, 12A SR.NO. 0171090-4	1		
3 Power supply HE512020-48V, 50A SI.NO.2k003053	1		
4 Oscilloscope PM3065 SI.No. NRC1	1		
5 Oscilloscope PM3065 SI.No. NRC2	1		
6 Oscilloscope 2235 SI.NO.NRC3	1		

Rate quoted in words _____

NOTE : a) Rate should be quoted inclusive of all taxes if any and item should be delivered free of freight charges.

b) The bidder is to submit the tender in the form issued by the BSNL and has to sign with seal on all the pages as a token of acceptance of the tender conditions. Any conditions Put forth by the tenderer other than the conditions mentioned by BSNL in the tender notice will be treated as Null and Void.

c) **All the above items to be repaired on "as is where is basis". The items to be colleted from NRC and delivered to DE, NRC and acknowledgement may obtained from DE / SDE, NRC.**

SIGNATURE AND SEAL OF THE TENDERER



Bharath Sanchar Nigam Limited

(A Govt. of India Undertaking)

National Repair Center, O/o Divisional Engineer, No.63/4, Vishwanath
Rao Road, Madhav Nagar, Bangalore-001

Ph:

To

No.MM/2/2006-07/ Repair of CRO dtd at BG-8 the 31/10/06

Sir,

Sub: Limited tender for "**Limited Tender for Repair of CRO/ Power Supplies etc. at NRC Bangalore**"

Limited tender for "**Repair of CRO/ Power Supplies etc. at NRC Bangalore**" has been floated and will be opened on_____. Hence Tender Document may be collected from the undersigned. The tender document will be issued free of cost.

Thanking you,

(R.RAMKUMAR)

Divisional Engineer (NRC)

No.63/4, Vishwanath Rao Road,

Madhav Nagar, Bangalore -01

Ph: 22200222, 22200397, 22281095,

22281488 Fax: 22251947