



BHARAT SANCHAR NIGAM LIMITED

[A GOVT. OF INDIA ENTERPRISES]

OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT
TELEPHONE BHAWAN, RANCHI

OPEN TENDER

Name of Work: **SUPPLY OF ISDN FEATURE PHONE & NT-1
UNDER GMTD RANCHI FOR THE YEAR
2007-2008**

Date of Opening: 19.06-2007

INDEX

SECTION No.	Detail	Page No.
	INDEX	2
SECTION-I.	NIT	3
SECTION-II	DETAILS OF TENDER FORM	4
SECTION-III.	PROFILE OF BIDDER	5
SECTION-IV	BID FORM	6
SECTION-V	DECLARATION	7
SECTION-VI	Instructions to bidder	8-12
SECTION-VII	General Terms of Contract	13-19
SECTION-VIII	Payment Terms	20
SECTION-IX	Performance Security Guarantee Bond	21-22
SECTION-X	Authorization for attending bid opening	23
SECTION-XI	Technical Specification	24
SECTION-XII	Schedule of Requirement	25
SECTION-XIII	PRICE SCHEDULE	26



SECTION-I

भारत संचार निगम लि.

(A Govt. of India Enterprise)
O/o The General Manager Telecom. District Ranchi

No:- RTD/ tender / ISDN FEATURE PHONE & NT-1/ 07-08 Dtd:- 28.05.2007

OPEN TENDER

NOTICE INVITING TENDER

For and on behalf of Bharat Sanchar Nigam Ltd, the General Manager Telecom District, Ranchi invites Wax / PVC sealed tenders from eligible parties for the following work as detailed below: -

Sl. No	Name of work	Estd. Cost.	Last date and time			EMD (in Rs.)	Cost of Tender document
			Distribution. of tender form 11.00 hrs.to 13.00 hrs.	Tender form submission upto 14.00 hrs.	Tender opening at 15.30 hrs.		
1.	Supply of ISDN FEATURE PHONE & NT-1	Rs. 4,11,600/-	From 28.05.07 to 18.06.07	19.06.07	19.06.07	Rs. 10290/-	Rs.562/-

Terms & Conditions

1. Tenderers are requested to submit copy of registration of firm, PAN card and ST/CST/VAT No. along with Experience certificate for supply of Computer consumable in last two years, duly attested by competent authority.
2. Tender document may also be down loaded from web site "[www.jharkhand..bsnl.co.in](http://www.jharkhand.bsnl.co.in)" and such firm shall be considered valid for participation.

Note:- During the entire evaluation process, if it is observed that the downloaded document is exactly not as per the original tender document and/or it is tampered/changed/alterd/modified in any way, the Bid will be rejected.

3. The E.M.D. should be deposited in form of /Demand Draft in favour of Accounts officer (Cash) , B.S.N.L., O/O G.M T.,. Telecom district, Ranchi.
4. **The down loaded Tender document must be accompanied with cost of Tender document in form of DD.**
5. The Tenderers shall not be permitted to tender if any of his/her near relative is working as an officer in any capacity in Jharkhand. Telecom. Circle.
6. Wax / PVC sealed Tenders should be addressed to Divisional Engineer (Planning), O/o the General Manager, Ranchi Telecom District, Telephone Bhawan ,4th Floor,Ranchi.
7. The General Manager, Telecom District, Ranchi reserves the right to accept or reject any or all the tenders without assigning any reason.

Divisional Engineer (Plg)
O/o GMTD ,RANCHI

SECTION-II



भारत संचार निगम लि.

(A Govt. of India Enterprise)

O/o The General Manager Telecom District Ranchi..

Tender form for Supply of ISDN FEATURE PHONE & NT-1 under GMTD Ranchi.

Tender Form No. : -----
 Date : -----
 Total Page : ----- Pages
 Issued to : Shri / M/s -----

Date: _____ Divisional Engineer (Planning)
 Ranchi

This Tender is containing total ----- Pages, including Envelopes/DD/Cash receipt etc.

Sign. of Tenderer
 With seal

To be filled by Tender Opening committee:-

Certified that the Tender containing ----- (Pages) including envelope.

Member
(T.O.C.)

Member
(T.O.C.)

Chairman
(T.O.C.)

SECTION-III

Profile of the Bidder

1. Full Name of the bidder
2. Address
3. Telephone numbers
 - a. Office
 - b. FAX
 - c. Residence
4. Whether proprietary/partnership
5. Name(s) of Proprietor /Partner
6. Name(s) and particulars of collaborators, if any, and type of collaboration with documentary evidence
7. Address of works /Address of Ranchi Office
8. Registration particulars
9. PAN No. & Last Income Tax Return
10. List of customer's with location and their satisfaction certificate(s) ,if any.
11. Service Network with details of type of office
 - a. Address
 - b. Telephone numbers
 - c. Staff particulars for
 - i. Hardware support
 - ii. Software support
12. Any other relevant information

SECTION-IV

Bid form

No. _____ Dated the _____

To

The General Manager, Ranchi Telecom District,
Telephone Bhawan,
Ranchi (834001)

Dear Sir,

Having examined the conditions of the tender and specifications including all the annexure, the receipt of which is hereby duly acknowledged, we undersigned, offer to supply and deliver computer hardware/software in conformity with the said conditions of tender, specifications and drawings, for the sum of _____ (total bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to commence deliveries as per delivery schedule or within _____ weeks and to complete delivery of all items specified in the contract within _____ weeks, calculated from the date of issue of your purchase order.

Bid submitted by us is properly wax sealed and prepared so as to prevent any subsequent alteration and replacement. All the tender documents, duly signed, are enclosed herewith.

We agree to abide by this bid till six months from the date of opening and it shall remain binding upon us and may be accepted at any time on or before the validity date.

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.

If our bid is accepted we will obtain the guaranties of a scheduled bank for a sum amounting to 5% of the contract sum for the due performance of the contract.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this ____ day of _____ 2007.

Signature of _____

in capacity of _____

Duly authorized to sign the bid for and on behalf of _____

Witness _____

Signature _____

Address _____

SECTION-V
DECLARATION

I _____ S/o _____
_____ R/o _____ hereby certify that none of my relative (s) as defined below is/are employed in BSNL unit as per details given in 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.

- (i) 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) & son's wife (daughter-in-law), Daughter (s) & daughter's husband (son-in-law), brother (s) & brother's wife, sister (s) & sister's husband (brother-in-law).

Signature of Tenderer

SECTION-VI

Instructions to bidders

1.0 DEFINITIONS

- 1.1 The definition of terms used in this document are as under
- a. *The Purchaser* means the General Manager Ranchi Telecom District, Ranchi, acting on behalf of the BSNL.
 - b. *The Bidder* means the Individual or Firm who participates in this tender and submits his/its bid.
 - c. *The Supplier/Vendor/Contractor* means the individual or firm supplying the goods under the contract.
 - d. *The Goods* means all the 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 the 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 through which the equipment/system is tested to ascertain its performance against set technical standards as per tender specifications.

2.0 ELIGIBLE BIDDERS

- 2.1 This invitation of bids is open to experienced Supplier / Firm who has supplied the consumables to Govt./Private sector for minimum amount of Rs. 5,00,000/=(Rs. Five lac Only) in last three consecutive financial years.

3.0 COST OF BIDDING

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

4.0 ACCEPTANCE / REJECTION OF TENDER DOCUMENT

- 4.1 **The tenderer/ bidder is expected to examine all instructions, forms, terms and specifications in the Tender Document, before submitting it. Failure to return all the original documents, duly signed on all pages, to furnish all information required as per tender document or to submit the bid not substantially responsive to the tender document in every respect, failure to wax seal the outer cover, will be at the bidder's risk and shall result in rejection of the bid.**
- 4.2 The **wax sealed** tenders/bids should be submitted in the following manner.
- 4.3 The **first sealed envelope** should contain
- a. The Demand Draft or Original Cash Receipt from AO (Cash), BSNL, O/o GMTD Ranchi for the amount prescribed for Earnest Money Deposit.

4.4. **The second sealed envelope should contain duly signed**

- a. The profile of the bidder with respect to
 - i. financial standing (Balance Sheet should be attached) for proof of annual turnover.
 - ii. users' satisfaction certificates, specifically for Jharkhand State. from the users .
 - iii. details of full-fledged service network with details of addresses, telephone numbers, details of staff, etc., in Jharkhand.
- b. Copy of document related to eligibility of tenderer.
- c. technical bids,
- d. a certificate to the effect that the equipment offered conforms to all the specifications
- e. following annexures of the tender document, in **original**, duly accepted and signed

SECTION	HEADING
---------	---------

I	NIT
II	Details of Tender form
III	Profile of the Bidder
IV	Bid Form
V	Declaration
VI	Instructions to Bidders
VII	General Terms of the Contract
VIII	Payment Terms
IX	Performance security guarantee bond
X	Authorization for attending bid opening
XI	Technical Specification
XII	Schedule of Requirement

- h. All the enclosed papers/annexures must be signed by the competent authority
- i. The second envelope shall be opened **only if** the conditions specified for the first envelope in Clause 4.3 above, are duly fulfilled/satisfied.

4.5 **The third sealed envelope should contain duly signed**

- i. Financial Bid (Section XIII- Price Schedule)

4.6 All three envelopes should be numbered in bold letters and super-scribed indicating the contents therein and must be enclosed in the **Fourth envelope** duly **wax sealed/PVC Tape** and super-scribed *Tender No RTD // Tender /07-08 / for Supply of ISDN FEATURE PHONE & NT-1 under G.M.T.D Ranchi* and addressed to DE (Planning), O/o GMTD, Ranchi Telecom. Distt.,Ranchi and should be deposited in the Tender Box, kept in the chamber of DE (Planning), O/o GMTD Ranchi. or be sent, by any means, on above address so as to reach this office on or before 14.00 hours of 11.06.2007

4.7 Stipulation of any additional terms and condition by the bidder would result in rejection of the bid.

4.8 No unsealed tender will be entertained under any circumstance.

4.9 No tender received after 14.00 hours on 11.06.2007 shall be accepted under any circumstance.

4.10 No condition in deviation from the conditions of the tender, will be accepted. Any tender with such conditions is liable to be rejected.

4.11 Bidders are instructed to quote the prices package wise in the annexed price schedule for all the items of package. If the prices for any items in package is not quoted that particular package will not be considered for evaluation.

- 4.12 The bidder must furnish documentary evidence of the authority to sign the bid. In case of partnership firms, all partners must sign the bid.
- 4.13 The purchaser reserves all the rights to accept/reject any/all/part of tenders without assigning any reason.

5.0 OPENING OF TENDERS

- 5.1 The tenders will be opened on 11.06.2007 at 1530 hours in the chamber of DE (Planning), O/o GMTD Ranchi by a tender opening committee.

6.0 VALIDITY OF BIDS

- 6.1 The prices quoted in the tender shall remain valid for acceptance for one year from the date of opening.

7.0 EARNEST MONEY DEPOSIT : RS 10290 /-

7.1 FURNISHING OF EMD

- 7.1.1 Earnest Money Deposit (refundable) of Rs 10290/- may be furnished by way of cash or demand draft, drawn in favour of AO (Cash), BSNL, O/o GMTD, Ranchi, from any nationalised bank, Payable at Ranchi . Any other money lying with the department cannot be adjusted against this head. The Cash receipt / DD furnished with the bid, as per the instructions.

7.2 FORFEITURE OF EMD

- 7.2.1 The EMD shall stand forfeited if
- a. the bidder withdraws his offer within validity period.
 - b. the successful bidder, whose tender is accepted, fails or refuses to furnish the security deposit amount within a fortnight from the date of acceptance of his offer or fails or refuses to execute the contract.

7.3 REFUND OF EMD

- 7.3.1 No interest would be payable for any period on EMD or any other monies.
- 7.3.2 The amount of EMD will be refunded only after finalisation of tenders, and on receipt of written request from the unsuccessful bidders.
- 7.3.3 The EMD in case of successful bidder may be adjusted against security deposit. It will otherwise be refunded only after the receipt of the prescribed Security Deposit.

8.0 PRICES

- 8.1 The prices should be quoted in **figures as well as in words** in the annexed price schedule only. Any discount being offered should be indicated in the price schedule only. Any other price/discount/levy indicated anywhere else will not be considered.
- 8.2 Any correction/overwriting should be **attested** by the person signing the documents, failing which the tender will be rejected without any notice. **Use of correcting fluid in the price schedule is strictly prohibited.**
- 8.3 Taxes/duties/levies will be admissible at the rates indicated in the price schedule only. These taxes/duties/levies will be paid on production of the documentary evidence(s) only.

9.0 EVALUATION OF BIDS

- 9.1 Prices quoted only in the Price Schedule will be considered for evaluation.
- 9.2 The bids will be evaluated on the basis of total cost of system including all taxes, levies, duties, etc.
- 9.3 The purchaser reserves the right to distribute the works equitably, if practical, amongst the

acceptable bidders at the lowest acceptable rates, in the inverse proportion of their original quote.

10.0 CANVASSING

10.1 Canvassing in connection with any matter of tenders, after opening of tenders, is strictly prohibited. The tender of any bidder indulging in this practice, shall be rejected.

SECTION-VII

General conditions of the Contract

1.0 INTRODUCTION

1.1 DEFINITIONS

1.1.1 The definition of terms used in this document are as under

- a. *The Purchaser* means the General Manager Telecom District, Ranchi, acting on behalf of the BSNL.
- b. *The Bidder* means the Individual or Firm who participates in this tender and submits his/its bid.
- c. *The Supplier/Vendor/Contractor* means the individual or firm supplying the goods under the contract.
- d. *The Goods* means all the hardware, software, 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 the 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 through which the equipment/system is tested to ascertain its performance against set technical standards as per tender specifications.

1.2 APPLICATION

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

2.0 STANDARDS

- 2.1 The goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications.
- 2.2 The requisite brochures should be submitted for all the hardware/software items quoted. Tenders without these brochures will be rejected summarily.

3.0 INDEMNITY

3.1 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.

4.0 PERFORMANCE SECURITY

4.1 The supplier shall furnish performance security to the purchaser for an amount equal to 5 % of the

contract value within a fortnight's time after receipt of communication of formal letter of acceptance of his offer by the purchaser, or advance purchase order.

- 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 may be paid in cash or in the form of a bank guaranty issued by a scheduled bank and in the form provided in the bid documents.
- 4.4 The performance security bond will be discharged by the purchaser after completion of the supplier's performance obligations under the contract after expiry of contract period,

5.0 INSPECTIONS AND TESTS

- 5.1 The purchaser or his bona fide representatives shall have the right to inspect the works, offices, showrooms, service centres of any bidder, for verification of facts furnished by the bidder in support of his bid documents, and the bidder is bound to answer any query made by the purchaser.
- 5.2 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 in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like testing instruments and other test gadgets including access to drawing and production data shall be furnished to the inspectors at no charge to the purchaser.
- 5.3 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.
- 5.4 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.2 & 5.3 above, the equipment and accessories on receipt at the purchaser's premises will also be tested during and after installation before *taking over* and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.5 below.
- 5.5 If any equipment or any part thereof, before it is *taken over* under clause 5.6 is found defective or fails to fulfil 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 comply with the requirements of the contract forthwith and in any case within a period not exceeding 21 days of the initial report. These replacements 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 supplier, the whole or any portion of the equipment as the case may be, which is defective or fails to fulfil 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.
- 5.6 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 three months. The Taking Over Certificate shall be issued by the ultimate consignee within three weeks of successful completion of tests.
- 5.7 Nothing in clause 5.0 shall in any way release the supplier from any warranty or other obligations under this contract.

6.0 Packing, Forwarding and DISPATCH Documents

- 6.1 The goods meant for each station shall be packed separately. The name of the ultimate consignee and his detailed address shall be written in bold letters on each packing case.
- 6.2 The contractor shall ensure that the goods are securely and adequately packed to ensure safe arrival

at the destination withstanding all hazards during transit.

6.3 The contractor shall be fully responsible for the safe arrival of the goods at destination and till the time they are received by the ultimate consignee, in good working condition.

6.4 Intimation of dispatch of goods should be sent to the ultimate consignee well within time. Such intimation should also be sent to the consignee, paying authority, and to the purchaser.

7.0 DELIVERY

7.1 Delivery of the goods shall be made WITHIN 15 DAYS by the supplier in accordance with the terms specified by the purchaser in the Schedule of Requirements and the Special Conditions of the contract, 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.

7.2 The purchase order for supply of item / quantity will be issued as and when required by the Ranchi BSNL during the whole year of 2007-08 and the P.O. will be issued based on immediate requirement..

8.0 Warranty

8.1 The contractor shall warrant that the 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 the material of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty material, designs 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.

9.0 PRICES

9.1 The approved tenders shall remain valid and operative for a period of one year from the date of acceptance.

9.2 Prices charged by the supplier for the goods delivered and services performed under the contract shall not be higher than the prices quoted by the supplier in his bid.

9.3 Prices once fixed will remain valid for the period of delivery. However, increase/decrease only in the rates of sales tax/excise duty by the Government, during the original delivery period will be allowed.

9.4 Central Sales Tax on the Central Government shall be paid at the prescribed rates against D Form for the dispatches outside the state of manufacture. Within the State of manufacture, the Sales Tax will be paid on the actuals on presentation of the original voucher.

9.5 In case of delayed supplies after delivery period, the advantage of reduction of sales tax/excise duty would be passed on to the purchaser, but no compensation for increase in sales tax/excise duty will be paid to the supplier.

10.0 CHANGE IN PURCHASE ORDERS

10.1 The purchaser may, at any time, by a written order, given to the supplier, make changes within the general scope of the contract or in any one or more of the following

a. Drawings, designs, specifications, where goods to be furnished under the contract are to be specifically manufactured for the purchaser.

b. The method of transportation or packing.

c. The place of delivery or service to be provided by the suppliers.

10.2 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 30 days from the date of receipt of the change in the purchase order.

11.0 SUB-CONTRACTS

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

12.0 DELAYS IN SUPPLIER'S PERFORMANCE

12.1 Delivery of goods and performance of the service shall be made by the supplier in accordance with the time schedule specified by the purchaser in the purchase order.

12.2 Delay by supplier in the performance of its delivery obligations shall render the supplier liable to any or all the following sanctions, forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.

13.0 LIQUIDATED DAMAGES

13.1 The date of the delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than dates specified therein. Extension will not be given except in **exceptional** circumstances, and such extension shall be allowed only with a condition to recover liquidated damages for the delay, as per the clause below. 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 13.2 below. However, when the goods are supplied within 21 days of the original delivery period, consignee may accept the goods. .

13.2 Should the contractor fail to deliver the stores or any consignment thereof, within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5% of the value of the delayed supply for each week of delay or part thereof, subject to maximum of 5% of the value of the delayed supply, provided that the delayed portion of the supply does not in any way hamper the commissioning of the other systems. Where the delayed portion of the supply materially hampers installation and commissioning of the other systems, liquidated damages charges shall be levied as above on the total value of the purchase order. Quantum of liquidated damages assessed and levied by the purchaser shall be final and shall not be challengeable by the supplier.

14.0 FORCE MAJEUR

14.1 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 restrictions, strikes, lockouts or acts 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 shall have any such claims 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 terminate the contract.

14.2 Provided also, that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor, at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of the manufacture in possession of the contractor at the time of such termination of such portions thereof, as the purchaser may deem fit, excepting such materials, bought out components and stores as the contractor may, with the concurrence of the purchaser, elect to retain.

15.0 TERMINATION FOR DEFAULT

15.1 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, if the supplier

- a. fails to deliver any or all the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to Clause 13.0 above.
- b. fails to perform any other obligation(s) under the contract; and
- c. in either of the above circumstance(s), does not remedy his failure within a period of 30 days (or such longer period as the purchaser may authorise, in writing) after receipt of the default notice from the purchaser.

15.2 In the event the purchaser terminates the contract in whole or in part, pursuant to Clause 16.1 below, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the purchaser for any excess cost for such similar goods. However, the supplier shall continue the performance of the contract, to the extent not terminated.

16.0 TERMINATION FOR INSOLVENCY

16.1 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.

17.0 VALIDITY OF CONTRACT

17.1 The contract will be valid for ONE year from the date of agreement, which can be further extended by three months on same terms and condition by General Manager Telecom District Ranchi.

18.0 ARBITRATION

18.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith, except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager Telecom M.P.Circle or in case his designation has been changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the

Chief General Manager Telecom Jharkhand Circle or by whatever designation such officer(s) may be called (hereinafter referred to as the *said officer*) and if the Chief General Manager Telecom Jharkhand Circle or the said officer is unable or unwilling to act as such, to the sole arbitration or some other person appointed by the Chief General Manager Telecom Jharkhand Circle or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

- 18.2 There will be no objection to any such appointment that the arbitrator is 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 Government Servant he has expressed views on any or all of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, such Chief General Manager Telecom Jharkhand Circle, 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.
- 18.3 The arbitrator, may from time to time with the consent of the parties enlarge the time for making and publishing the award, subject to the 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.
- 18.4 The venue of the arbitration proceeding shall be the office of the Chief General Manager Telecom Jharkhand Circle at Ranchil or such other places as the arbitrator may decide.

19.0 SET OFF

- 19.1 Any some of money due and payable to contractor (including security deposit refundable to him) under this contract may be appropriated by the purchaser or by the Government of India and the same may be set off 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 made by the contractor with the purchaser or Government or such other person or persons contracting through Government of India.

SECTION- VIII
Payment Terms

1.0 CONSUMABLE SUPPLY

- 1.1 For claiming this payment following documents must be produced
- a. Invoice
 - b. Delivery Challan
 - c Consignee receipt
- 1.2 No payment shall be made for the goods rejected at site, on testing.

SECTION IX

PERFORMANCE SECURITY GUARANTEE BOND

In consideration of the CMD, BSNL (hereinafter called 'BSNL') having agreed to exempt _____ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No _____ dated _____ made between _____ and _____ for the supply of _____ (hereinafter 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) _____ (hereinafter refer to as "the bank") at the request of _____ (contractor(s)) do hereby undertake to pay to the BSNL an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by 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 demure, 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 contractors(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 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 under take to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) 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)/supplier(s) shall have no claim against us for making such payment.

4. We(name of the bank)_____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____(office/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 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 (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank)_____ further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to 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 bank)

SECTION-X

II . Specification for ISDN feature telephone :

Operating and display elements
15 character alphanumeric display with pictograms (DOT)
Menu-driven operation
Multilingual user guide
Keyboard with Vanity printing
Foxkey (multi-functional key)User key for up to 3 users
Speed dialing keys (for numbers or functions, dual allocation)
LED for message waiting and forwarding status
Dialling Assistance
On-hook dialing with correction facility
Directory (40)
Redial of last dialed numbers (10)
List of unanswered calls with date and time (20)
Log for answered calls(10)
Speed dialing memory (numbers or functions)(8)
Acoustics
Listening by loudspeaker
Choice of 7 loudspeaker and handset volume settings (individually assignable)
12 Ringing melodies (individually assignable)
Do Not Disturb (individually assignable)
Mute Key
Headset option
Display
Date/Time
User-specific text showing which MSN is being called
Presentation of caller's name (if stored in directory) or number
Advice of charge during the call
Total call charges per user
Call duration display
Functions
ETV* Online*
Direct call
Manual rejection of calls
Reject anonymous callers
Switching between calls
Choice of 4 different providers
Transfer of keypad/DTMF information
All EURO-ISDN supplementary services supported
SMS function*
Can be used with a Centex
Technical data

Powered via S-Bus
Emergency operation for power failures
Software update via telephone network
Data back-up for power failures (> 10 years)
Dimensions 190x230x71 mm (D x W x H)
Additional Accessories
Swiss voice Eurit Office Tool for computer Telephony Integration
Headset

(*) If provided by network operator (compatible protocol)

Specification for NT 1

<p>Detail : Easy access NT 1 terminates the ISDN line at the customer premises and provides 2 S/T interfaces for digital access. It is ideally suited for high-quality voice connectivity with ISDN phones as well as instant high-speed internet access through ISDN.</p>	
* Operating range up to 8.8 km with wire diameter of 0.6 mm	* Plug and play
* Two S interface	* Remote powering
* RJ-45 connector	* Optional Terminal strip for U and S interfaces

SECTION-XI

SCHEDULE OF REQUIREMENT OF ISDN FEATURE PHONE & NT-1

.S No	Description	Approx. Qty
1	ISDN FEATURE PHONE	28
2	NT-1	28

SECTION-XII

FINANCIAL BID : PRICE SCHEDULE OF ISDN FEATURE PHONE& NT-1

(To be kept in a separate sealed envelope)

S No	Description	App.Qty	Unit	Make	Rates (In Rs.)	
					In figure	In wordc
1	ISDN FEATURE PHONE	28				
2	NT-1	28				

1. Rates quoted are inclusive of all taxes, duties, levies, freight, insurance and sale tax etc, (CST against C/D Forms.)
2. The tender will be decided on total cost basis.
3. Supplier should clearly mention Make, Specification and Model of all items.
4. The rate quoted should be valid for minimum of one year from the date of formal acceptance of the tender
5. The items should not be locally assembled product. At the time of supply of item the packing cases must be sealed from company and the seal shall be opened in presence of the officers nominated by the GMTD, Ranchi.
7. Quantity of material to be ordered may be increased or decreased at the discretion of the General Manager Telecom District Ranchi.

Certified that all the terms and condition included in this tender documents agreed to.
8. L1 will be arrived by calculating the overall cost of the items (both inclusive)
9. The rate should be inclusive of all components (taxes, freight etc.)