



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

BID DOCUMENT

NOTICE INVITING LIMITED TENDER, TERMS AND CONDITIONS

For

SUPPLY OF XEROX MACHINE

Tender Copy No.

Issued to:

Initial of issue authority:

Date:

**OFFICE OF THE GENERAL MANAGER TELECOM,
TUMKUR TELECOM DISTRICT, ASHOKA ROAD,
TUMKUR-572101**

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BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
O/o THE GENERAL MANAGER TELECOM
TUMKUR TELECOM DISTRICT, BSNL BHAVAN,
ASHOKA ROAD, TUMKUR – 572101.

NOTICE INVITING LIMITED TENDER

No. W-2/Tender/Xerox Machine/09-10/01 Dated at Tumkur the 18-06-2009.

Sealed Limited tenders are invited on behalf of the BSNL by GM Telecom District, Tumkur for Procurement, Xerox Machine in the Establishment of GMT, Tumkur from Indian Companies registered to manufacture the tendered items or supply from their authorized dealers. Specifications are given in the Tender Document. Other details as given below.

Item of Work	Cost of Tender document	EMD	Last date for Tender Submission	Date of Tender Open
Supply of Xerox Machine	Rs.563/- in the form of DD	Rs.1125/-	14.30 Hrs. 23/07/2009	15.00 Hrs. 23/07/2009

Cost of Tender document is Rs.563/- (inclusive of TAX) [non-refundable] Tender document can be obtained from the undersigned on submission of a request letter along with a DD for Rs.523/- from any scheduled bank drawn in favour of Accounts Office (Cash) O/o General Manager Telecom Tumkur on any working day between 11.00 to 16.00 Hrs. up to 23/07/2009.

Alternatively the prospective bidder can also download the tender documents from web site www.karnataka.bsnl.co.in & while submitting bid they have to enclose DD for Rs.563/- drawn in favour of above address towards tender documents cost.

Completed and sealed Tender Documents as specified is to be deposited in tender Box kept in the Chamber of DE (Plg), O/o GMT, Tumkur up to 14.30 hrs of 23/07/2009 and the tenders will be opened on the same day at 15.00 hrs. In the presence of wishing bidder or their representatives.

See our Website;
www.karnataka.bsnl.co.in

Divisional Engineer (Plg)
For General Manager Telecom
Tumkur-03.
Phone-0816-2274959
FAX-0816-2261088

SECTION-II

INSTRUCTIONS TO BIDDERS

A.INTRODUCTION

1. DEFINITIONS:

- a) **“ The Purchase” means the General Manager, TMR Telecom Dist, acting on behalf of the BSNL.**
- b) **“The Bidder” means the individual or firm who participates in this tender and submits its bid.**
- c) **“The Supplier” means the successful bidder supplying the goods under the contract.**
- d) **“The Goods” means all the equipment, machinery, computer hardware & software services and or other materials which the supplier is required to supply to the Purchase Order on the bidder.**
- e) **“The Advance Purchase Order” means the order intention of Purchase 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 there to 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) **“Validations” is a process of testing equipments as per the Generic Requirements in the specification for the use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.**

2. ELIGIBLE BIDDERS:

The eligible bidder should be an Indian company registered to manufacture the Tendered item in India having obtained clearance from Reserve Bank of India wherever applicable or authorized by the manufacturer to supply the equipment and submit the bid for the same Copy of Registration/Authorisation shall be enclosed to the bid. For establishing bidder’s Eligibility and qualifications, the required documents as per Clause 10 shall be furnished

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. BID DOCUMENTS:

4.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- a) Tender Notice**
- b) Instruction to Bidders**
- c) General Conditions of the Contract**
- d) Special Conditions of Contract**
- e) Schedule of Requirement**
- f) Technical Specifications**
- g) Bid Form and Price Schedules**
- h) Bid Security Form**
- i) Performance Security Bond Form**
- j) Letter of Authorization for attending the bid opening**
- k) Any other document, as the bidder may wish.**

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 bids not substantially responsive to the Bid Documents is every respect will be at the bidder's risk and shall result in rejection of the bid.

5. CLARIFICATION OF BID DOCUMENTS:

A Prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 05 days prior to the date for the submission of bids. Copies of the query (without indentifying the source) and clarifications the Purchaser shall be sent to all the prospective bidders who have purchased the bid documents.

6. AMENDMENT OF BID DOCUMENTS:

6.1 At any time, prior to the last date of 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 telex or 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 reasonable time in which 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.

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 of these instructions to Bidders that the bidders 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.**
- d) A Bid form and price schedule completed in accordance with Clause 8,9 & 10.**

8. BID FORM:

The bidder shall complete the Bid form and the appropriate Price schedule furnished in the Bid Documents, indicating the goods to be supplied, a brief description of the goods, quantity and price as per section V to VII Part II.

9. BID PRICES:

9.1 The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding freight & insurance. The basic unit prices and other component prices need to be individually indicated against the goods it proposes to supply under the contract as per price schedule given the Section VIII Part I, Clause I 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.

- (i) The unit price of the goods inclusive of excise duty, sales tax against C form, insurance, freight, packing, forwarding, any other levies/ charges already paid or payable by the bidder shall be quoted separately item wise.**
- (ii) The supplier shall quote as per price schedule given in Section-VIII Part I for all the items given in schedule of requirement.**

9.3 The Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9.4 The unit prices quoted by the bidder shall be in sufficient detail to enable the purchaser to arrive at prices of 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 suitably while quoting and shall quote clearly net price taking all such factors like discount, free supply, etc., into account.

9.6 The price approved by the BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in Para 9.1 above. Break-up in various heads like ED, sales tax, insurance, freight and other taxes paid/ payable as per Clause 9.2 (i) is for the information of the purchaser and any change in these shall have no effect on price during the scheduled period of delivery.

9.7 All the informations related to the price of the materials must appear in the Section VIII Part I only. Information given at other places will not be considered.

10. DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATIONS:

10.1 The bidder shall furnish, as part of his bid documents establishing the bidder’s eligibility, the following documents.

- i. Bid Security in accordance with Clause 12. (NSIC Certificate if applicable)**

- ii. **Income Tax Clearance Certificate (Optional)**
- iii) **Sales Tax Clearance Certificate. (Optional)**
- iv) **Certificate of incorporation. (Optional)**
- v) **Articles of Memorandum of Association (Optional)**
- vi) **Registration Certificate from state Director of Industries or from Secretariat for Industrial Approval (SIA), Ministry of Industries, Government of India. (Optional)**
- vii) **Approval from Reserve Bank of India/SIA in case of foreign Collaboration. (Optional)**
- viii) **Proof of having supplied tendered item earlier to PSU's/BSNL/ Reputed Organization with minimum presence of two years in the field.**
- xi) **ISO-9000 Certification for production of the product, if any, (Optional)**
- x) **ISO-9000 Certification for installation and servicing of the product. If Any. (Optional)**
- xi) **List of service centers within the state of Karnataka, (Optional)**
- xii) **Catalog of the products proposed to be supplied if any.**

10.2 The bidder shall furnish documentary evidence that he has the financial technical and production capability necessary to perform the contract.

10.3 The equipment offered must have ability to meet the technical specifications. Necessary document to substantiate this shall have to be submitted along with the offer by the supplier.

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 and he shall furnish clause-by-clause compliance on the purchaser's Technical specifications and Commercial conditions. In case of deviations, the bidder shall give a statement of deviations and exceptions to the provision of the Technical Specifications and commercial conditions, A bid without clause-by-clause compliance of Technical specification, Commercial conditions and special conditions shall not be considered.

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

12. BID SECURITY:

12.1 Pursuant to Clause 7 the bidders shall furnish as part of his bid, a bid security for an amount of Rs.1,125/- (Refundable without Interest). The bidders (Small Scale Units) who are registered with National Small Scale Industries Corporation under Single Point Registration Scheme and having three years renewal certificate and valid on the date of bid opening are exempted from bid security up to the amount equal to their monetary limit. In case of bidder, having monetary limit as ‘ NO LIMIT’ the exemption will be limited to rs.50,00,000/- (Rupees Fifty Lakhs only) as per the existing policy of BSNL. A proof regarding current registration with NSIC for the Xerox Machine System will have to be attached along with the bid.

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

12.3 The bid security shall be in the form of a Demand Draft from any Scheduled Bank Payable at Tumkur in favour of the Accounts Officer (Cash), O/o GM Telecom. Payment in any other form is not acceptable. Any small Scale Industry /Firm claiming exemption from the payment of bid security should submit the copy of the current registration with National Small should Industries Corporation (NSIC) for the Computers.

12.4 A bid not secured in accordance with Para 12.1 & 12.3 Shall be rejected by the purchaser as non-responsive.

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 purchase order and completion of supply.

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 on the Bid form or.
- b) In the case of a successful bidder, if the bidder fails supply the item as in purchase order.

13. PERIOD OF VALIDITY OF BIDS:

13.1 Bid shall remain valid for 210 days after 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 as non-responsive.

13.2 In exceptional circumstances, the Purchaser may request the bidders consent for an extension to the period of bid validity. The request and the responses there to shall be made in writing. The bid security provided under Clause 12 shall also be suitably extended. 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 the 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 literature shall be signed by the person and persons signing the bid. The bids submitted shall be wax sealed properly. All pages of the Original bid document should be signed by the bidder and submitted. 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.

14.2 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.

D. SUBMISSION OF BIDS:

15. SEALING AND MARKING OF BIDS:

15.1 Bids shall be submitted in two envelopes.

ENVELOPE 'A':

Priced bids as per Clause 9 forms Envelope 'B' in the format part I section.

VIII. Both Envelopes 'A' and 'B' are to be sealed in separate covers and to be submitted in one Big Cover (sealed) containing both the covers. Unpriced Technical and Commercial bids... Envelope 'A' containing Bid Security and Technical specifications will be opened first on 15.00 Hrs. 23/07/09. Priced bid... Envelop B containing price/rate for the tendered item will be opened if Envelope A is in order. Only the Technical and Commercially responsive 'A' bids shall be considered for opening the 'B' bids. Corresponding price bids in envelope 'B' ineligible and non-responsive bids will not be opened and same will be returned to the unsuccessful bidder in due course by registered post or by hand.

15.2 The bidder shall seal the Envelope 'A' and 'B' separately and to be submitted in one big cover. The Covers shall be suitably superscribed as 'Envelope 'A'-COMMERCIAL & TECHNICAL BID FOR TENDER NO. W-2/Tender/Xerox Machine/09-10/1 & 'Envelope B- 'PRICE BID FOR TENDER NO. W-2/Tender/Xerox Machine/09-10 respectively and shall be:

- (a) Addressed to Purchaser at the following address:
Sri.C.J.Malla, DE (Plg), O/o GMT, TMR.**
- (b) Bear the Project Name, the tender number and the words 'DO NOT OPEN BEFORE DUE DATE' and**
- (c) The inner and outer envelope shall indicate the name and address of the bidder with phone No's to enable the bid to be returned unopened in case it is received late.**
- (d) Tenders shall either be sent by Registered Post or delivered in person. The Responsibility for ensuring that tenders are delivered in time would vest With the bidder.**
- (e) Bids delivered in person shall be deposited in tender box kept in DE (Plg)'s room, O/o GMT, TMR on or before 14.30 Hrs. on 23/07/2009. The Purchaser shall not be responsible if the bids are delivered elsewhere.**

15.3 If the cover is not sealed and marked as required by Para 15.1 and 15.2 the Purchaser shall not accept the bid. In case the inner envelope is not sealed and marked as required by Para 15.1 and 15.2, the bid shall be rejected.

16. SUBMISSION OF BIDS:

16.1 Bids must be received by the Purchaser at the address specified under Para 15.2 not later than 14.30 hrs on due 23/07/2009.

16.2 The Purchaser may, at its 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 subjected to the deadline as extended.

16.3 The bidder shall submit his bid offer against a set of bid document purchased by him for all or some systems as per requirement of bid document. He may include alternate offer as permissible as per this bid. However not more than one independent complete offer shall be permitted for the bidder.

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 Telex/Fax but followed by a signed confirmation copy, post marked not later than the deadline 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 OEPNING AND EVALUATION

19. OPENING OF BIDS BY PURCHASER:

19.1 The purchaser shall open the bids in the presence of bidders or his authorised representatives who choose to attend at 15.00 hrs on 23/07/2009. The bidder's representatives, who are present shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. (A format is given in section VIII).

19.2 One representatives for any bidder shall be authorised and permitted to attend the bid opening.

19.3 Only Bidder's name and Bid Security details will be read on 23/07/2009 (excluding price bid particulars). The price bids i.e. Envelope 'B' of eligible bidders will be opened on the same day.

20 CLARIFICATION OF BIDS:

To assist in the examination and comparison of bids the Purchaser may, at its 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 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.

21.3 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 conforms, 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.

21.4 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.

21.5 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 The comparison for evaluation shall be of price of the goods offered inclusive of all Taxes, levies a charges as indicated in the Price schedule in section VIII, Part I of the Bid Document for each meachine.

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 bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the Financially acceptable.

24 AWARD OF CONTRACT

The Purchaser shall consider placement of orders for Commercial supplies on those bidders whose offers have been found Technically, Commercially and Financially acceptable.

25 PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

The Purchaser reserves the right at the time of award of contract to increase or decrease by upto 25% of the quantity of goods and services specified in the schedule of Requirements without any change in unit price of the ordered quantity or other terms and conditions.

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

The purchaser 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 of the Purchaser's action.

27. ISSUE OF ADVANCE PURCHASE ORDER:

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

28. SINGNING OF CONTRACT:

28.1 The issue of purchase Order shall constitute the award of contract on the bidder.

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 Purchaser or call for new bids.

30. QUALITY ASSURANCE REQUIREMENTS:

The systems supplied will be subjected to inward quality test by nominated officer.

31. IMPORTANT CONDITIONS:

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 Document, non-compliance of any one of which shall result in out right rejection of the bid.

- i) Clause 15.1 of Section II-The bids will be recorded unopened, if covers are not properly sealed with 'PERSONAL SEAL' of the bidder.
- ii) Clause 12.1,12.3&13.1 of section II-The bids will be rejected at opening stage if bid security is not submitted as per clauses 12.1 & 12.3 bid validity is less than the period prescribed in clause 13.1 mentioned above.
- iii) Clause 2 & 10 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 section II are not enclosed, the bids will be rejected without further evaluation.
- iv) Clause 11.2 © of section II- If deviation statements as prescribed are not given the bids will be rejected at the stage of primary evaluation.
- v) Section III- commercial conditions & Section VI-Technical specification- Compliance of given using ambiguous words like "Noted: Understood" Noted & Understood" shall not be accepted as compliance.
- vi) Section VIII: Price Schedule- Prices are not filled in as prescribed in 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 Useless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoted and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".

SECTION-III

GENERAL CONDITIONS OF CONTRACT

1. APPLICATION:

The General conditions shall apply in contractor made-by the Purchaser for The procurement of Goods.

2. STANDARAD:

The Goods supplied under this contract shall conform to the standards prescribed in the Technical Specification 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 thereof in BSNL Network.

4. INSPECTION AND TESTS:

4.1 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 drawing and production data shall be furnished to the inspectors at no charge to the Purchaser.

4.2 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 specification requirement free of cost to the purchaser.

4.3 Not withstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and 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 thereof is found defective, the same shall be replaced free of all cost to the Purchaser as laid down in clause 5.4 below.

4.4 If any equipment or any part thereof before it is taken over under clause 5.5 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 after the same to make it comply with the requirement of the contract forthwith and in any case within a period not exceeding one month of the initial report. The 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 the supplier the whole or any portion of the system 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.

4.5 When the performance tests called for have been successfully carried out, inspector/ultimate Consignee will forthwith issue a Taking Over Certificates. The inspector/ultimate consignee shall not delay the issue of any “contemplated by this clause on account of minor defects in the system which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in the time period not exceeding two months. The taking over certificate shall be issued by the ultimate consignee within six weeks of successful completion of test.

4.6 Nothing in clause 5 shall, in any way release the supplier from any warranty or other obligation under this contract.

5. DELIVERY:

5.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the Purchaser in this schedule of Requirement and special conditions of contract and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the system shall be to the ultimate consignee as given in the purchase order.

5.2 The delivery of the goods and documents shall commence immediately on placement of purchase order and be completed within TWO WEEKS thereafter or as specified in purchase order/work order.

5.3 All Technical assistance for installation, commissioning and monitoring of the system shall be provided by the bidders at no extra cost during laboratory evaluation, and field trail if any.

6. TRAINING:

The successful bidder shall impart training if required and specified in bid document/procurement order at a Professional level for specified number of Officers/Staff of BSNL FREE OF COST at the following levels:

7. WARRANTY:

7.1 The contractor shall warrant that stores to be supplied 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. The contractor shall be responsible for any defects may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such corrosion of the equipment, inadequate quantity of materials to meet equipment requirement, inadequate contract protection, deficiencies in circuit design and / or otherwise and shall remedy such defects at this own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. 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, TWELVE months after the stores have been taken over under clause 5 above.

7.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the system under this clause, the provisions of the clause shall apply to the portion/potions of systems so replaced or renewed in unit until the end of the above mentioned period of thirty six 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 contractors risk and expenses, but without prejudice to any other rights which the purchaser may have against the contractor in respect of such defects.

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

7.4 During the warrenty period supplier may service the item 4 times free of cost at the end of 3 months each time.

8. PAYMENT TERMS:

8.1 95% payment shall be made on receipt of the system by the consignee often and inspection. For claiming 95% payment the following documents are to be produced before paying authority within 15 days from the date of supply.

- i) Invoice in duplicate**
- ii) Delivery Challan**
- iii) Receipt from the consignee**
- iv) Excise Gate Pass in case of local manufacture by the bidder in case is a manufacture.**
- v) Warrantee Certificate.**
- vi) Customs duty receipt copy in case import items.**

8.2 Balance 5% will be released on submission of a Bank Guarantee for a like sum or after expiry of warranty period along with EMD and Bank Guarantee is lieu for release after warranty period. (12 months validity).

8.3 a) Form 'C' will be supplied wherever required to avail tax concession for Central Government purchaser.

- b) (i) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the contractor's account. However benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.**
- (ii) No payment will be made for goods rejected at site on testing.**

8.4 A penalty of Rs.100/- per day will be levied on delayed bill submission after 60 days of items supply.

9. PRICES:

9.1 a) Prices charged by the Supplier for Goods delivered and services performed under the Contract shall not be higher from the prices quoted by the supplier in his Bid.

- b) In case of revision of statutory Levies/Taxes during the finalization period of the tender the Purchaser reserves the right to ask for reduction in the prices.**

9.2 a) Price once fixed will remain valid for the a period of one year from the date price acceptance. Increase and decrease of taxes/duties will not affect the price during this period.

b) In Case of delayed supplies after delivery period the advantage of reduction of tax / duty would be passed on to purchaser and no benefit of increase in price will be permitted to the supplier if there is any increase in tax / duty.

10. CHANGES IN PURCHASE ORDER:

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 in any one or more of the following.

- a) The method of transportation or packing.**
- b) The place of delivery; or**
- c) The services to be provided by the Supplier.**

If any such changes 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 according be amended. Any proposal by the Supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change order.

11. SUBCONTRACTORS:

The Supplier shall notify the Purchaser in writing of all subcontractors awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relive the supplier from any liability or obligation under the Contractor.

12. DELAYS IN THE SUPPLIER'S PERFORMANCE:

12.1 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 this its Purchase Order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, 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.

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

12.3 If at any time during performance of the contract the supplier or subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of service, the supplier shall promptly notify to the purchaser in writing of the delay, its likely duration and its causes (s). As soon as practicable after receipt of the supplier notice the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract after manual discussion with the supplier.

13 LIQUIDATED DAMAGES:

13.1 The date of delivery of the stores stipulated in the acceptance of tender should be deemed to be the 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 14.2 below.

13.2. Should the supplier fail to deliver the stores or any consignment thereof within period prescribed for delivery the Purchaser shall be entitled to recover ½% of the value (inclusive of taxes, levies and duties) of the delayed supply for each week or part there of delayed supply for ten weeks and 0.7% of the value per week or part there of for further 10 week (totaling 12% Max) provided that 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, L/D charges shall be levied as above on the total value of the purchase order inclusive of all duties, taxes and levies. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

14 FORCE MAJEURE:

14.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or 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 act of God (Herein after referred to as events) provided notice of happenings, of any such eventually 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 entitles to terminate this contract not shall by reason of such event 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 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 manufacture in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fir excepting such materials bought out components and stores as the contract may with the concurrence of the Purchaser elect to retain.

15 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.

- a) If the supplier fails to deliver any or all the goods within the time period (s) Specified in the contractor of any extension thereof granted by the Purchaser pursuant to Clause 13.**
- b) If the supplier fails to perform any other obligation under contract and**
- c) If the supplier, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as purchaser may authorized in writing) after receipt of the default notice from Purchaser.**

15.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to para 16.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall continue performance of the contract to the extent not terminated.

16. TERMINATION FOR INSOLVENCY:

The Purchaser may at any time terminate the contract by giving written notice to the supplier, without compensation to supplier, if the supplier becomes bankrupt or otherwise insolvent as declares by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the purchaser.

17. ARBITRATION:

17.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision referred to sole arbitration of the Chief General Manager, Karnataka Telecom Circle or in case his designation is 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 Manger, Karnataka Telecom Circle or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, Karnataka Telecom 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, 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 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 all or any of the matter under dispute. The award if the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager 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 entitles to proceed from the stage at which it was left out by his predecessors.

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

17.3 The venue of the arbitration proceeding shall be the Office of the Chief General, Karnataka Telecom Circle or such other places as the arbitrator may decide.

18 SET OFF:

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

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

- 1. The special conditions of the contract shall supplement the ‘Instructions to the Bidders’ as contained in section II & General 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. Date fixed for opening of bids is, if subsequently, declared as holiday by the Government of India, the revised scheduled will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.**
- 3. (i) The bank guarantee for bid security or NISC certificate for claiming exemption from submission of bank guarantee against bid security, as prescribed in clauses 12.1 & 12.3. Section II of the bid documents shall be submitted along with the bids in ENVELOPE A The bank guarantee so submitted shall be on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its Telephone number and FAX number. This envelope should be superscribed as “ENVELOPE A- COMMERCIAL AND TECHNICAL BID FOR TENDER NO. W-2/TENDER/XEROX MACHINE/09-10.**
- 4. The small scale industries registered with National Small Scale Industries Corporation (NSIC) under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit documents in respect of their monetary limit and financial capability duly certified by NSIC certificate furnished should be valid on the date of opening of the bid.**
- 5. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.**
- 6. Purchaser reserves the right to black list a bidder for suitable period in case he fails to honour his bid without sufficient grounds.**
- 7. The purchaser reserves the right to counter offer price (s) against price (s) quoted by any bidder.**

- 8. Any clarification issued by purchaser in response to query raised by prospective bidders shall form an integral of bid documents and it may amount to amendment of relevant clauses of the bid documents.**
- 9. The supply shall be accepted only after the system is subject to quality test by standard benchmark software which will be supplied by the bidder as per Section II Clause 30. The tests are carried out by an officer or team nominated by the Units / SSA Heads.**
- 10. The supplier shall agree to support the systems supplied for a period of Eight years from the date of delivery of goods covered by the contract.**
- 11. All the clauses of the specifications are mandatory except mentioned otherwise and must be unconditionally complied. The bids shall be rejected if system does not comply to any of the mandatory clauses. Bidder shall write “Complied” against each item and clause in the compliance statement. Any other word like “noted” “agreed”, “understood” etc. Will be treated as not complied.**

The Bid document without accompanying any of the above documentary proof will be rejected outright.

SECTION-V

SCHEDULE OF REQUIREMENTS

SL. NO.	Item Description	Quantity
01	XEROX MACHINE (PHOTO COPIER)	ONE ONLY

CONSIGNEE:

SDE (MM), O/o GM, ASHOKA ROAD, TUMKUR-571201

PAYING AUTHORITY:

AO (CASH), O/O GM TUMKUR-572101

SECTION VI

TECHNICAL SPECIFICATIONS OF XEROX MACHINE

All components used in the assembly of the XEROX MACHINE shall confirm to relevant IS specification.

- 1. The machine should be a Desk Top branded photo copier.**
- 2. It should be compact & space saving module to be supplied.**
- 3. It should be high quality digital copying system.**
- 4. It should be ECO-friendly.**
- 5. It should be giving at least 16 copies/minutes.**
- 6. It should be 'Scan once copy many' system.**
- 7. It should have capacity to maximum A3 and Minimum B4 size.**
- 8. Minimum warm up time (<60 sec.)**
- 9. Facility of paper tray with different size paper.**
- 10. Power consumption <1.5 KW (220V-240V).**
- 11. Power supply normal 230V AC/50 HZ.**
- 12. Added feature.**
 - a. Boot up with code (locking) (preferable)**
 - b. Auto power off mode**
 - c. Power save mode**
 - d. Increment 50% to 200% at 1% stop**
 - e. Density adjustment.**
 - f. Count the total copies taken.**
 - g. Display of error and trouble shooting.**

SECTION VII

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender Number W-2/Tender/Xerox Machine/09-10/Date 20/05/2009.

Subject: Authorisation for attending bid opening on 15/06/2009 (Date) in
The tender of
Supply of Xerox Machine.

Following persons are hereby authorized to attend the bid opening for the
Tender Mentioned above on behalf of _____.
(Bidder) in order of performance given below.

Order of preference	Name	Spedmen Signature
I		
II		
Alternate Representative		

Signatures of bidder
Or
Officer authorized to sign the bid
Documents on behalf on the bidder.

No.1. ONE representatives will be permitted to attend bid opening. In case 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 VIII

PART I

BID FORM

Tender No. W-2/tender/Xerox Machine/09-10/1

Dated: 20/05/2009

(Name & Address of the Purchaser)

To

The General Manager,
Tumkur Telecom District
Tumkur.

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos..... the receipt of which is hereby duly acknowledged, we undersigned, offer to supply and deliver Tendered Item in conformity with said drawings, conditions of contract and specifications for Amount as follows:

<u>Item of Supply Installation & Training including Warranty</u>					
1. Xerox System	Basic Price	ED (%)	VAT against 'C' form	Other Taxes & Transport	Total
Make- Model-	Rs.	Rs.	Rs.	Rs.	Rs.
Total Rs.					
<u>Warranty ----- months from date of supply</u> <u>AMC after warranty (for at least 5 Years)</u>					
	Basic Cost	SVT	Total		
1 st AMC					
2 nd AMC					
3 rd AMC					
4 th AMC					
5 th AMC					

We undertake, if our Bid is accepted, to commence deliveries within ONE week and to complete delivery of all the items specified in the contract within Four week calculated from the date of issue of your purchase order.

3. We agree to abide by this Bid for a period of 210 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 the period.

4. Until a formal Purchase Order is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

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

Dated this _____ day of _____ 2009

Signature of

In capacity of Proprietor

Duly authorised to sign the bid for and on behalf of _____.

Witness _____.

Address _____.

Signature

CALCULATION

XEROX MACHINE

Approx Cost of Xerox Machine = Rs. 45,000/-

(1) Bid Document price = Rs. 563/-

(2) E M D $2\frac{1}{2}\%$ = Rs. 1125/-

(3) S D $7\frac{1}{2}\%$ = Rs. 3375/-

(Not to be issued with Bid Document)

