

e-Tender Document

For

**Supply of Test and Measuring Instrument for OPGW
Project, APTRANSCO.**

Tender No: TCIL/15/1562/I/13-MM/19E

Issued on: 13.02.2014

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Telecommunications Consultants India Ltd.

(A Govt. of India Enterprise)
Material Management Division
TCIL Bhawan, Greater Kailash-I
New Delhi – 110048 (India)

IS/ISO 9001



TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE No.</u>
1.	Notice Inviting Tender	3-5
2.	Instructions to Bidders	6-17
3.	General (Commercial) Conditions of Contract	18-24
4.	Special Conditions of Contract	25-28
5.	Price Bid Schedule	29
6.	Technical Specifications	30-44
7.	Format of Bid Bond (EMD)	45
8.	Format of Performance Bank Guarantee (PBG)	46
9.	Bid Submission Form	47-49
10.	Integrity Pact	50-57

SECTION-1

Tender No.: TCIL/15/1562//13-MM/19E

13.02.2014

NOTICE INVITING e-TENDER

Electronic tenders are invited from eligible bidders for Supply of Test and Measuring Instrument for OPGW Project, APTRANSCO.

Submission of Online Bids is mandatory for this Tender. Detailed instructions are given in Section-2 of this Tender Document.

Since this is e-tender, tender document has to be downloaded from the under mentioned website. A non-refundable **Tender fee** of Rs 400.00 by Demand Draft in favour of “**Telecommunications Consultants India Ltd.**”, Payable at New Delhi has to be deposited.

Last date of sale of **tender documents is 10.03.2014.**

Complete tender documents are also available on TCIL’s website, address given below:

[http:// www.tcil-india.com](http://www.tcil-india.com)

The documents downloaded by the parties from the website shall be valid for participation in the tender process. Those making use of the tender documents downloaded from the website shall have to pay the fee of the document in the form of a demand draft along with the tenders. Tenders received without the requisite fee & EMD shall be considered as invalid ab-inito.

Important Dates

Date of Posting of NIT on TCIL’s e-Tendering Portal	:	14.02.2014
Date of Training to Bidders (Optional)	:	24.02.2014
Start Date & Time of Procurement of tender documents	:	14.02.2014, 17: 00 hrs.
Last date & time of procurement of tender documents	:	10.03.2014, 10: 00 hrs.
Last date & time for seeking clarification, if any	:	03.03.2014, 18: 00 hrs.
Last date & time for Online submission of Bids	:	10.03.2014, 14: 00 hrs.
Online Opening of Technical Part (Part-I)	:	10.03.2014, 15: 00 hrs.
Online Opening of Financial Part (Part-II)	:	To be notified later

Bidders are advised to visit the TCIL’s e-tendering (ETS) portal (<https://www.tcil-india-electronictender.com>) regularly for updates/amendments, if any.

ELIGIBILITY CRITERIA

1. The Bidder should be a registered Manufacturer/ Authorized Dealer of Measuring Instrument(s) as listed in BOQ.
2. Average Annual Financial Turnover of the bidder during the last 3 years, ending March 2013 should be at least Rs.14.27 lacs.
3. Experience of having successfully supplied similar Measuring Instrument(s) specified in the document for telecom works during the last two years ending January, 2014 should be either of the following :
 - i) Two similar supplies each costing not less than Rs. 11.42 lacs.
 - OR
 - ii) One similar supply costing not less than Rs. 22.84 lacs.
4. The Bidder must be registered in India as Indian Company.
5. Consortium will not be allowed.

Note: Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.

Earnest Money amounting to **Rs. 50,000/- (Rs. Fifty Thousand only)** by Demand Draft in favour of "Telecommunications Consultants India Ltd." payable at New Delhi or Bank Guarantee in the prescribed format from a Scheduled Bank shall be submitted along with the tender.

Tenders received without EMD/inadequate EMD and Tender fee shall be summarily rejected. The bidder must officially procure/download the tender documents from the ETS portal of TCIL before the last date and time of sale of tender document in order to bid for this tender.

Please note that this is mandatory even in case the tender document is not priced and that the bidder will in no case be able to participate in the tender without having procured/downloaded the official copy of the tender before the due date and time for the same.

Contact Information:

- TCIL Contact-1 - Mr. V. K. Sinha General Manager (MM)
Telephone: 011-2620 2412
E-mail ID: vk.sinha@tcil-india.com
- TCIL Contact-2 - Mr.Sudhir Kumar , Sr. Manager (MM)
Telephone: 011-2620 2424
E-mail ID: sudhir.kumar@tcil-india.com
- E-Tendering Helpdesk - Telephone: +91-11-26241071, 26241072
Emergency Mob.: +91-9868393775, 9868393717
E-mail ID: ets_support@tcil-india.com

The price Offers of only those parties who qualify in the first stage shall be opened at time and date to be notified separately.

INTEGRITY PACT

“This tender is covered under Integrity Pact Programme of TCIL and bidders are required to sign the Integrity Pact Document and submit same to TCIL before or along with the bids”. For further details, the Clause “Integrity Pact Programme” mentioned in the Section-2 of the Tender Document may be seen.

Tender received without signed copy of the Integrity Pact document as instructed in Clause No. 2.27 will be liable to be rejected.

TCIL reserves the right to accept or reject any or all the tenders without assigning any reason.

Group General Manager (MM)

END OF SECTION-1

SECTION-2

Tender No.: TCIL/15/1562//13-MM/19E

13.02.2014

INSTRUCTIONS TO BIDDERS

- 2.1 INTRODUCTION (DEFINITIONS)
- 2.2 BIDDER TO BEAR COST OF PURCHASE OF TENDER
- 2.3 BID DOCUMENTS
- 2.4 AMENDMENT TO BID DOCUMENTS
- 2.5 EXTENSION OF TIME
- 2.6 BID PRICE
- 2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS
- 2.8 BID SECURITY
- 2.9 VALIDITY PERIOD OF BID
- 2.10 FORMAT OF SIGNING OF THE BID
- 2.11 DEADLINE FOR SUBMISSION OF BID
- 2.12 LATE BID
- 2.13 MODIFICATION AND WITHDRAWAL OF BIDS
- 2.14 OPENING OF TECHNO-COMMERCIAL OFFER
- 2.15 CLARIFICATION OF BIDS
- 2.16 EVALUATION OF TENDERS
- 2.17 PURCHASER'S RIGHT TO VARY QUANTITIES
- 2.18 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
- 2.19 NOTIFICATION OF SUCCESSFUL BIDDER
- 2.20 ISSUE OF LETTER OF INTENT
- 2.21 CANCELLATION OF LETTER OF INTENT
- 2.22 POST BID CLARIFICATIONS
- 2.23 DELIVERY/TIME FRAME
- 2.24 SUBMISSION OF BID
- 2.25 OPENING OF PRICE Offer

SECTION-2

INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION (DEFINITIONS)

- 2.1.1** “Purchaser” means Telecommunications Consultants India Ltd. (TCIL), its Head Quarter at New Delhi or any other project/branch offices within or outside India.
- 2.1.2** “Bidder” means the individual or firm or corporate body who participates in the tender and submits its bid.
- 2.1.3** “Goods/Products” means all the hardware equipments, instruments, tools, machinery etc., and/or other materials like components/parts/spares including consumables which the supplier is required to supply to the Purchaser under the Purchase Order.
- 2.1.4** “Letter of Intent (LOI)” means the communication of the intention of the Purchaser to the Bidder to place the Purchase Order for the former’s offered goods/services.
- 2.1.5** “Purchase/Work Order (PO)” means the order placed by the Purchaser on the Supplier duly signed by the Purchaser’s authorized representative to purchase certain goods & services from the vendor/contractor.
- 2.1.6** “Contract Price” means considerations payable to the supplier/contractor as stipulated in the Purchase or Work Order for performance of specified contractual obligations.

2.2 BIDDER TO BEAR COST OF PURCHASE OF TENDER

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser in any case will not be responsible or liable for these costs regardless or the conduct of the bidding process.

2.3 BID DOCUMENTS

2.3.1 Bid Documents includes:-

Section 1	Notice Inviting Tender
Section 2	Instructions to Bidders
Section 3	General (Commercial) Conditions of the Contract
Section 4	Special Conditions of the Contract
Section 5	Schedule of Requirement and Price Bid Schedule
Section 6	Scope of Work, System Requirement & Technical Specifications
Section 7	Format of Bid Bond (EMD)
Section 8	Format of Performance Bank Guarantee (PBG)
Section 9	Bid Submission Form
Section 10	Integrity Pact document

2.3.2 Any clarification or communications obtained from the Purchaser

2.4 AMENDMENT TO BID DOCUMENTS

- 2.4.1 At any time, prior to the 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.
- 2.4.2 The amendments/Corrigendum will be notified on TCIL Website and these amendments will be binding on them. Bidders are advised to visit TCIL Website regularly for updates on this Tender.

2.5 EXTENSION OF TIME

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the Purchaser may at its discretion extend the deadline for submission of bid suitably.

2.6 BID PRICE

Price indicated in the schedule shall be on the basis of Special Condition of Contract (Section – 4) of this tender document. Prices should be inclusive of all taxes and duties including but not limited to Excise Duty, Sales Tax and other taxes, transit insurance, freight and Service Tax etc. However rate of taxes and duties included in the price offer should also be given separately. The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause (unless asked by the Purchaser) will be treated as non-responsive and rejected.

2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS

Bidder shall furnish as a part of bid documents establishing the bidder's eligibility to supply the material. The bidder shall also submit documentary evidence in the form of literature, drawing, data on the goods offered.

2.8 BID SECURITY

- 2.8.1 The Bidder shall submit, as part of bid security as mentioned in the NIT. The bid security shall be in one of the following forms:-
- (a) A Bank Guarantee as per enclosed format issued by a schedule bank in favour Purchaser valid for a period of 180 days from the date of tender opening.
 - (b) Demand Draft or Pay Order from a Scheduled Bank in favour of M/s Telecommunications Consultants of India Ltd., payable at Delhi.
- 2.8.2 The bid not secured in accordance with the above shall be rejected by the Purchaser as non-responsive.
- 2.8.3 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible but not later than 30 days after expiry of the bid validity period prescribed by the Purchaser.

- 2.8.4 The successful bidder's bid security will be discharged upon the bidder's submission of the Performance Guarantee.
- 2.8.5 The bid security may be forfeited under the following circumstances:-
- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.
 - b) In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed or
 - c) If he fails to supply the material in terms of the project.
- 2.8.6 No interest is payable on EMD.
- 2.8.7 In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

2.9 VALIDITY PERIOD OF BID

Bid shall remain valid for 180 days after the date of bid opening. The bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The bid security provided under clause 2.8.1 (a) shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

2.10 Deleted.

2.11 Deleted.

2.12 Deleted.

2.13 Deleted.

2.14 Deleted.

2.15 CLARIFICATION OF BIDS

2.15.1 To assist evaluation and comparison of the bids, the Purchaser may at its discretion may ask the bidder for clarification of the bid. The clarification and response from bidder shall be in writing. To assist evaluation and comparison of the bids, the Purchaser at its discretion may ask the bidder for clarification of the bid. The clarification will be asked online through the ETS portal. The clarification and response from bidder shall also be online through the ETS portal.

2.15.2 The Purchaser does not bind himself to accept the lowest or any tender and reserves to himself the right to accept the whole or any part of the tender and altering the quantities offered and tender shall supply the same at the rate quoted.

2.16 EVALUATION OF TENDERS

2.16.1 The Purchaser shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The Purchaser shall carry out detailed evaluation of the substantially responsive bids. The Purchaser shall check the bid to determine

whether they are complete, whether any computational errors have been made or required sureties have been furnished.

2.16.2 Arithmetical error shall be rectified on the following basis :-

- a) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser.
- b) In case of discrepancy between words and figures, the amount in words shall prevail.

2.16.3 A bid determined as substantially non-responsive shall be rejected by the Purchaser.

2.16.4 The Purchaser may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.

2.16.5 The Purchaser shall evaluate in detail and compare the bids which are substantially responsive.

2.16.6 The evaluation of the ranking shall be carried out on the landed price of goods offered inclusive of all taxes.

2.16.7 The distribution of tendered quantity amongst the technically and commercially complied bidders shall be based on merits of each case.

2.16.8 TCIL shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

2.17 PURCHASER'S RIGHT TO VARY QUANTITIES

2.17.1 The Purchaser reserves the right at the time of award of the contract to increase the quantity of the goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity.

2.17.2 In case of division of order among number of parties. The distribution of quantity will be accordingly done by the Purchaser on an individual tender.

2.18 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser does not bind himself to accept lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Purchaser's action.

2.19 NOTIFICATION OF SUCCESSFUL BIDDER

2.19.1 Prior to the expiration of the bid period, the Purchaser will notify the successful bidder in writing by registered letter or fax, to be confirmed in writing by registered letter that its bid has been accepted.

2.19.2 Upon successful bidder furnishing of Performance Guarantee, the Purchaser will notify each successful bidder and will discharge its bid bond.

2.20 ISSUE OF LETTER OF INTENT/ PURCHASE ORDER

2.20.1 The issue of Letter of Intent shall constitute the intention of the Purchaser to place the Purchase Order with the successful bidder. However in some cases Purchase Orders can be issued directly to the successful bidder without going through the process of Letter of Intent.

2.20.2 The bidder shall within 10 days of issue of Letter of Intent/ Purchase Order give its acceptance alongwith Performance Guarantee in conformity with the bid documents.

2.21 CANCELLATION OF LETTER OF INTENT

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the bid bond, in which case Purchaser may make the offer to any other bidder at the discretion of the Purchaser or call for new bids.

2.22 POST BID CLARIFICATIONS

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

2.23 DELIVERY

Delivery of the goods shall be made by the supplier in accordance with the terms specified by the Purchaser in the Special condition of the contract and goods shall remain at the risk of the supplier until delivery have been completed in full. The Schedule of delivery shall be the essence of the contract.

2.24 SUBMISSION OF BID

Only the following shall be accepted in physical form:

- EMD in the form of Demand Draft/Bank Guarantee
- Tender free in the form of Demand Draft

All other documents shall have to be submitted in Electronic/Soft form. For detail instructions please refer to Clause 2.26.

2.25 OPENING OF PRICE OFFER

Price offers of only those bidders whose Techno-Commercial offers are found to be responsive and acceptable to TCIL will qualify to be opened online. The qualified

parties shall be notified with the date and time of the opening of the Price Offer in advance. Representative of the qualified parties may attend the Online Price Bid opening.

In case of any conflict in any of the terms mentioned at Section – 4, the same shall prevail over the terms mentioned in other sections.

2.26 INSTRUCTIONS REGARDING ONLINE BID SUBMISSION

2.26.1 Bidding Methodology:

Single-stage Two-Bid System (Technical Part and Financial Part to be submitted at the same time) shall be followed.

2.26.2 Broad outline of activities from Bidders perspective:

- i) Procure Digital Signature Certificates (DSC) for users of the organization (if not procured earlier)
- ii) Register your organization on Electronic Tendering System® (ETS) Portal of TCIL (<https://www.tcil-india-electronictender.com>) if not already registered
- iii) Create Users and assign roles on ETS
- iv) Assign Tender to a department of your organization on ETS
- v) Download Official Copy of Tender Documents from ETS
- vi) Clarification to Tender Documents on ETS
 - Post query to TCIL (Optional)
 - View response to queries posted by TCIL
- vii) Online Bid-Submission on ETS
- viii) Attend Online Public Tender Opening Event (TOE) for Techno-Commercial Bid on ETS
 - Opening of Technical-Part
- ix) Post-TOE Clarification on ETS (Optional)
 - Respond to TCIL's Post-TOE technical queries
- x) Attend Public Online Tender Opening Event (TOE) for Financial Bid on ETS
 - Opening of Financial-Part
 - (Only for Technically Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

2.26.3 Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and to become compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

2.26.4 Registration

To use the Electronic Tender® portal (<https://www.tcil-india-electronictender.com>) the Bidder need to register on the portal. Registration of bidders organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details online and Annual Registration Fee (Rs. 6,000/- + Service Tax @ 12.36%) physically to TCIL, please contact e-Tendering Helpdesk (as given in Section 1), to get your registration accepted/activated. The Annual Registration Fee can be submitted by the following modes:

- i) **DD in favour of "Telecommunications Consultants India Limited" is to be submitted to Sr. Manager (F&A-IT), TCIL, TCIL Bhawan, 6th Floor, G.K.-I, New Delhi-110048.**

Or

- ii) **Fee Amount can be deposited in TCIL's Bank Account No. 000705005880 in ICICI Bank, Canaught Place Branch, IFSC Code: ICIC0000007 by electronic transfer and Transaction Details to be emailed to ets_support@tcil-india.com**

2.26.5 On-Line Submission

The On Line Submission will have the following activities:

- i) Submission of digitally signed copy of Tender Documents/ Addendum
- ii) Submission of Acceptance/Rejection of General Terms & Conditions
- iii) Submission of Acceptance/Rejection of Special Terms & Conditions
- iv) Submission of particulars of EMD
- v) Submission of **Technical Part** as under:
 - Submission of Electronic Form (Mandatory)
 - Submission of Main Bid (Mandatory)
 - Submission of Bid Annexure (Optional)

Technical Part must contain the following which is required to be submitted in the Main Bid/Bid Annexure:

- a) Duly filled in Bid Submission Form as per Section – 9
- b) Statement showing Clause by Clause Compliance to all Terms & Conditions of all the Sections of the Tender.
- c) Scanned copy of Documentary Evidence of Eligibility Criteria
- d) Technical Offer specifying Make & Model of the Offered Product
- e) Product Data Sheet
- f) Product Brochure
- g) Un-priced Bid Schedule as per Section-5
- h) Any other supporting documents the bidder wishes to submit as a part of Technical Offer

- vi) Submission of **Financial Part** as under:
- Submission of Electronic Form (Mandatory)
 - Submission of Main Bid (Mandatory)
 - Submission of Bid Annexure (Optional)

Financial Part must contain the Price Bid Schedule as per Section-5.

The entire bid-submission as above would be online on ETS.

2.26.6 Offline Submissions:

The bidder is requested to submit the following documents offline (i.e. physically) to GGM (MM), TCIL Bhawan, 4th Floor, Greater Kailash-I, New Delhi-110 048 before the due date & time of submission in a Sealed Envelope, the envelope shall bear, the Tender No. & Description and the words 'DO NOT OPEN BEFORE' (due date & time):

1-EMD/Bid Security (Original) (Mandatory)

2- Tender fee (Mandatory)

3- Hard copy of complete offer should be submitted in addition to on line submission. (Certified copies)

(a) Original Authorization letter, on the OEM's letter head.

(b) Signed " Integrity Pact" Document.

(c) Annual Financial Turnover((Balance Sheet and Profit & Loss Account) for last three)

(d) Documents to established Experience of having successfully supplied similar Measuring Instrument(s) specified in clause 3, of Section -1.

(e)Statement showing Clause by Clause Compliance to all Terms & Conditions of all the Sections of the Tender.

(f) Un-priced Bid Schedule as per (Section-5)

4- Hard copy of complete technical offer/ and technical compliance of specification should be submitted in addition to on line submission.

2.26.7 Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Online Public Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer. A bid cannot be opened without a correct Pass-Phrase.

It may also be noted that if a bidder fails to furnish the correct Pass-Phrase during the TOE of Technical Part, the bid shall be rejected. If the bidder fails to furnish the correct Pass-Phrase during the TOE of Financial Part, not only shall the bid be rejected but also the EMD shall be forfeited.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

2.26.8 Online Public Tender Opening Event (TOE)

ETS offers a unique facility for 'Online Public Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Online Public Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Online Public Tender Opening Event (TOE)' has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Online Public Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by TCIL for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

2.26.9 Other Instructions

For further instructions, the Bidder should visit the home-page of the portal (<https://www.tcil-india-electronictender.com>), and go to the **User-Guidance Center**. The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

The following '**FOUR KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

- i) Obtain individual Digital Signature Certificate (DSC or DC) well in advance of tender submission deadline on ETS
- ii) Register your organization on ETS well in advance of tender submission deadline on ETS
- iii) Get your organization's concerned executives trained on ETS well in advance of tender submission deadline on ETS
- iv) Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.) While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

2.26.10 Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP SP3)
- Broadband Internet Connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)

2.26.11 Bidders Training Program

One day training (10:00 hrs. to 17:00 hrs.) is arranged on payment basis which is scheduled as indicated in Section – 1 of this tender, at TCIL Bhawan, Greater Kailash-I, New Delhi-110048. Training is optional. **Bidders opting for Training shall have to pay Rs. 2,500 + Service Tax @12.36% by Demand Draft in favour of “Telecommunications Consultants India Limited” payable at New Delhi and are required to carry a Laptop with device for Wireless Connectivity to Internet as TCIL will not provide Internet connectivity to the trainees.** Bidders are required to inform number of participants from their organization latest 2 working days prior to training schedule as indicated in Section – 1 of this tender, to the email-id of e-Tendering Helpdesk mentioned in the Contact Information given in Section 1.

2.27 INTEGRITY PACT PROGRAMME

2.27.1 As a part of implementation of Integrity Pact Programme (IPP) in TCIL, all tenders with the estimate value equal to or exceeding the threshold value will be covered under the Integrity Pact Programme (IPP) and the vendors are required to sign the IP document and submit the same to TCIL before or alongwith the bids.

The present threshold value is Rs. 25 Lac (Rupees Twenty Five Lac).

2.27.2 Even in case of tenders with the estimated value less than the threshold value, the vendors would be required to sign the IP document if the total value of the Purchase Orders (POs) exceeds the threshold value in respect of:

- Multiple/repeat Pos on the single vendors against a tender
- POs placed on multiple vendors against a tender

2.27.3 Only those vendors who have purchased the tender document and signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMs) through the nodal officer, i.e. Chief Vigilance Officer (CVO). TCIL in the prescribed proforma.

Name of IEMs with their contact Details:

- i) Shri. Madhukar, Independent External Monitor
E-mail ID: manjumadhukar@gmail.com
- ii) Sh. K.N. Singh, Independent External Monitor
Email ID: kailashnsingh12@rediffmail.com

Name & contact details of Nodal Officer (IP) in TCIL:

Sh. K. Selvakumar, Chief Vigilance Officer
E-mail ID: selvkr@tcil-india.com

2.27.4 If the Order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.

2.27.5 In respect of tenders for Pre-bid tie up/Expression of Interest (EOI) : In case o TCIL getting the Order from the client, before placement of Purchase Order/Work Order on technically & commercially qualified vendor, the selected vendor is required to sign the IP document.

2.27.6 IP document shall be in plain white sheet and to be signed by the vendor and TCIL with two witnesses from each party. The name, designation, company etc. of the persons signing the IP document and the project/tender name shall be clearly mentioned. All pages of the IP document shall be initialed by both parties along with company seal.

2.27.7 Tender received without signed copy of the Integrity Pact document will be liable to be rejected. The Integrity Pact document is enclosed under Section -10 of this tender.

2.28 In case of any conflict in any of the terms mentioned at Section-4, the same shall prevail over the terms mentioned in other sections.

-END OF SECTION 2-

SECTION - 3

Tender No.: TCIL/15/1562//13-MM/19E

13.02.2014

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

- 3.1 PRICE APPLICABILITY
- 3.2 STANDARDS
- 3.3 PATENT RIGHTS
- 3.4 PERFORMANCE SECURITY
- 3.5 INSPECTION AND TESTS
- 3.6 TRAINING
- 3.7 WARRANTY
- 3.8 CHANGE ORDERS
- 3.9 SUB-LETTING
- 3.10 LIQUIDATED DAMAGES
- 3.11 ARBITRATION
- 3.12 RISK PURCHASE
- 3.13 APPLICABLE LAWS
- 3.14 GENERAL LIEN
- 3.15 PACKING
- 3.16 REPLACEMENT OF DEFECTIVE EQUIPMENT
- 3.17 FORCE MAJEURE
- 3.18 TERMINATION FOR DEFAULT
- 3.19 TERMINATION FOR INSOLVENCY
- 3.20 ADD-ON ORDER

SECTION - 3

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

3.1 PRICE APPLICABILITY

Prices in the Purchase Order shall remain valid for the period of delivery schedule or extended delivery schedule. In case of delayed supplies, after delivery period, the advantage of reduction of taxes/duties shall be passed onto the Purchaser and no benefit of increase will be permitted to the Supplier.

3.2 STANDARDS

The goods supplied under the contract shall conform to the standards mentioned in the Technical Specifications.

3.3 PATENT RIGHTS

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

3.4 PERFORMANCE SECURITY

- 3.4.1 Within 10 days of the Supplier's receipt of Letter of Intent (LOI)/P.O., the Supplier shall furnish a Performance Security in the form of a Bank Guarantee for an amount equivalent to 10% of the contract/P.O value issued by a schedule Bank from its branch in Delhi in the prescribed format given this tender.
- 3.4.2 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.
- 3.4.3 The Performance Bond will be discharged by the Purchaser after completion of the Supplier's obligations including any warranty obligations under the contract.
- 3.4.4 As regards validity of PBG, please refer to Special Conditions of the contract (Section-4).

3.5 INSPECTION AND TESTS

- 3.5.1 The Purchaser or its representatives or ultimate client shall have the right to inspect and test the goods for their conformity to the specifications. The Purchaser may also appoint an agency for this purpose. The technical specifications shall specify what inspection and tests the Purchaser requires and where they are to be conducted. Where the Purchaser decides to conduct such tests on the premises of the Supplier, all reasonable facilities and assistance like testing instruments and other test gadgets including access to the drawings and production data shall be furnished to the Inspector free of costs. In case the tested goods fail to conform to the specifications, the Inspector may reject them and the Supplier shall either replace the rejected goods or make alteration necessary to meet the specifications requirements free of cost to the Purchaser.

- 3.5.2 Notwithstanding the pre-supply tests and inspections, the material on receipt in the Purchaser's premises shall also be tested and if any material or part thereof is found defective, the same shall be replaced free of cost to the Purchaser.

If any material before it is taken over is found defective or fails to fulfill the requirements of the contract, the Inspector shall give the Supplier notice setting forth details of such defects or failures and the Supplier shall make the material good or alter the same to make it comply with the requirements of the contract and in any case within a period not exceeding 2 months of the initial report. These replacements shall be made by the Supplier, free of the all charges, at the site(s).

- 3.5.3 As regards Inspecting Authority and other details please refer to Special Condition of the Contract (Section-4).

3.6 TRAINING (WHERE REQUIRED)

- 3.6.1 The Bidder shall provide training for installation and maintenance staff of the Purchaser free of cost, where required.

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

- 3.6.3 The Bidder shall provide all training materials and documents and aids.

- 3.6.4 Conduct of training of the Purchaser's personnel shall be at the suppliers' plant and/or on-site in assembly start-up operation, maintenance and/or repair of the supplied goods.

3.7 WARRANTY

- 3.7.1 The Supplier shall give warranty that goods to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The Supplier shall be responsible for any defects that may develop under the conditions provided by the supplier and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, 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 goods are faulty. This warrantee shall survive inspection or payment for, and acceptance of goods, after the goods have been taken over.

However the warranty period specified, if any, in the Special Condition of Contract (Section – 4) the same shall rule.

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

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

3.8 CHANGE ORDERS

3.8.1 The Purchaser may at any time by written order given to the Supplier make changes within the general scope of the contract in any one or more of the following:-

- a) Drawings, designs or specifications where goods to be furnished under the contract are to be specifically manufactured for the Purchaser.
- b) Method of transportation or packing.
- c) Place of delivery.
- d) Services to be provided by the supplier.

3.8.2 If any such change causes an increase or decrease in the cost or the time required for the execution of the contractor, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.

3.9 SUB-LETTING

The Bidder cannot assign or transfer and sub-contract its interest/ obligations under the contract without prior written permission of the Purchaser.

3.10 LIQUIDATED DAMAGES

3.10.1 The date of the delivery of the goods/services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed not later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by the consignee, such deliveries will not deprive the Purchaser of the right to recover Liquidated Damages.

3.10.2 In case the Supplier fails to supply the goods/services against the order, the same shall be procured from other suppliers at the cost and risk of the Supplier and the excess money will be recovered from any dues of the party.

3.10.3 For late deliveries, as liquidated damages, a sum equal to 2% of the price of any goods/services not delivered or total order value in case where part delivery is of no use to a Purchaser, for a week or part of a week subject to maximum limit of 10% of the total order will be recovered from the Supplier. The Purchaser also reserves the right to cancel the order in such cases and forfeit the EMD/Performance Bank Guarantee and may also debar the Supplier for future purchases.

3.10.4 LD can be recovered from any dues of the Supplier.

3.11 ARBITRATION

3.11.2 In the event of any dispute arising between TCIL and the Supplier in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the Chairman & Managing Director, TCIL who may himself act as sole arbitrator or may name as sole

arbitrator an officer of TCIL notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration. The supplier expressly agrees that the arbitration proceedings shall be held at New Delhi.

3.11.3 The proceedings of arbitration shall be in English language:

3.11.4 In case any supplier wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Delhi shall have the Jurisdiction.

3.11.5 In case of Public Sector Undertaking/Government Departments

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts with any Public Sector Undertaking / Government Department, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

3.12 RISK PURCHASE

3.12.1 In the event of Supplier's failure to execute the contract to the satisfaction of the Purchaser, the Purchaser reserves the right :

- (a) to reject any part of the Contract executed and withhold payment for such portion of the Contract till such time the defects are rectified to the satisfaction of the Purchaser.
- (b) to terminate the Contract by giving 2 weeks notice in writing without assigning any reason and to get the Contract executed by other agency at the risk and cost of the Supplier.

3.13 APPLICABLE LAWS

This contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of the Court at Delhi and to all Courts at Delhi having jurisdiction in appeal there from.

Any dispute in relation to the contract shall be submitted to the appropriate Court of the Republic of India for determination. The parties to the contract shall continue to fulfill their respective obligations under the contract during the currency of the contract pending the final decision of the Court.

3.14 GENERAL LIEN

Whenever under this contract any sum of money is recoverable from and payable by the Supplier, the Company shall be entitled to recover such sum by appropriating in

part or in whole the security deposit of the Supplier, if a security is taken from the Supplier. In the event of the Security being insufficient or if no security has been taken from the Supplier, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Supplier or which at any time thereafter may become due to the Supplier under this or any other contract with the Company. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to the Company on demand the remaining balance due.

3.15 PACKING

The supplier shall ensure that the Goods/Equipment is securely and adequately packed to ensure safe arrival at the destination fully withstanding all hazards such as rough handling etc. during transit.

3.16 REPLACEMENT OF DEFECTIVE EQUIPMENT

3.16.1 If any equipment or any part thereof, is found defective or fails to meet the requirements of the contract before it is accepted TCIL shall give the Supplier a notice setting forth details of such defects or failures and the Supplier shall forthwith arrange to set right the defective equipment or replace the same by the good one to make it comply with the requirements of the contract. This in any case shall be completed within a period not exceeding one month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the Supplier free of cost. Should the Supplier fail to do the needful within this stipulated time frame, the purchaser reserves the right to reject the equipment in full or in part and get it replaced at the cost of the Supplier. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the Supplier against this purchase order.

3.16.2 If any equipment or part thereof is lost or rendered defective during transit, pending settlement of the insurance claim, fresh order shall be placed on the Supplier for such loss or defective equipment and the Supplier shall arrange to supply the same within three months of such order at the same prices and on the same general terms and conditions as mentioned in this purchase order.

3.17 FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist. In case of any dispute, the decision of CMD, TCIL, 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 eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Supplier at the time of such termination, or such portion thereof as the Purchaser may deem fit except such material, as the Supplier may, with the concurrence of the Purchaser, elect to retain.

3.18 TERMINATION FOR DEFAULT

3.18.1 The Purchaser, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part.

- a) if the supplier fails to deliver any or all the goods within the time period (s) specified in the contract, or any extension thereof granted by the Purchaser .
- b) if the Supplier fails to perform any other obligation(s) under the contract; and
- c) if the Supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- d) On a notice period of 30 days.

3.18.2 In the event the Purchaser terminates the contract in whole or in part pursuant to above para 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.

3.19 TERMINATION FOR INSOLVENCY

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

3.20 ADD ON/REPEAT ORDER

TCIL reserves the right to place Add on/Repeat order for additional quantity upto 100% of the original quantity at the same rate and terms & conditions of the purchase order within six months from the date of issue of purchase order.

- END OF SECTION 3 -

SECTION – 4

Tender No.: TCIL/15/1562//13-MM/19E

13.02.2014

SPECIAL CONDITIONS OF THE CONTRACT

- 4.1 PRICE BASIS
- 4.2 PAYMENT TERMS
- 4.3 VALIDITY OF OFFER
- 4.4 PERFORMANCE BANK GUARANTEE (PBG)
- 4.5 PAYING AUTHORITY
- 4.6 CONSIGNEE
- 4.7 WARRANTY
- 4.8 DELIVERY SCHEDULE
- 4.9 LIQUIDATED DAMAGES (LD)
- 4.10 INSPECTION/TESTING OF MATERIALS
- 4.11 QUANTITY VARIATION CLAUSE

SECTION – 4

Tender No.: TCIL/15/1562/I/13-MM/19E

13.02.2014

SPECIAL CONDITIONS OF CONTRACT

4.1 PRICE BASIS

To be quoted in INR on CIF, Consignee, APTRANSCO, AP basis. Price breakup giving total Ex-Factory amount for the deliverables, freight, Insurance & Taxes applicable must be given by the bidders.

Financial evaluation will be done against each individual item based on total CIF Price inclusive of all taxes.

Bidder is free to quote for one or more items as per BOQ.

4.2 PAYMENT TERMS

Payment shall be released through Cheque/ RTGS details below:-

- a) 70% of the value of supplied material within 90 days from the date of receipt of material at TCIL Bhawan, New Delhi and subject to submission of following documents:
- (i) Supplier's Invoice
 - (ii) Manufacturer's Certificate of Quality
 - (iii) Insurance Policy / Certificate for 125% of P.O. value
 - (iv) Material Pre Dispatch Inspection Certificate from TCIL/ or its nominated agency
 - (v) Test Certificates
 - (vi) Manufacturer's/ Supplier's Warranty certificate
 - (vii) Certificate from TCIL that PBG has been received in prescribed format
 - (viii) Packing List
 - (ix) Certificate from TCIL that material has been received in good condition.
 - (x) Certificate of Origin issued by Chamber of Commerce
- b) 30% of the value of supplied material within 180 days from the date of receipt and acceptance of material.

4.3 VALIDITY OF OFFER

The offer shall be valid for a period of 180 days from the date of opening of tender. Within that period, the bidder cannot withdraw his offer subject to the period being extended further, if required, by mutual agreement from time to time.

4.4 PERFORMANCE BANK GUARANTEE (PBG)

to be submitted within 10 days from the PO date for a value of 10% of the total P.O. value issued through Indian Scheduled Bank from its Delhi Branch valid to cover the period of warranty. Initially, it should be valid for 14 months from the date of delivery.

4.5 PAYING AUTHORITY

GROUP GENERAL MANAGER (LPF)
TCIL, TCIL Bhawan, 3rd floor,
Greater Kailash-I,
New Delhi-110 048 (India)
Tel: +91-11-26202309
Fax: +91-11-26241865

4.6 CONSIGNEE

Consignee	Items to be delivered
Asstt Executive Engineer, TLC Stores, 220 KV Substation, Gunadala, Vijayawada , A.P	Optical time domain reflectometer OTDR, EXFO Make - MAX-720B - 1 No
	Optical Power Meter, EXFO Make - FPM 602 – 1 No
	Fusion Splicing machine Fujikura Make - 80S – 1 No
Asstt Executive Engineer, TLC Stores, 220 KV Substation, Shapur Nagar, Hyderabad, A.P	Optical time domain reflectometer OTDR, EXFO Make - MAX-720B - 2 Nos
	Optical Power Meter, EXFO Make - FPM 602 – 2 Nos
	Fusion Splicing machine Fujikura Make - 80S – 2 Nos
	SDH STM4/16 analyzer with optical and electrical interfaces, EXFO Make - FTB-1-FTB-810 - 2 Nos

4.7 WARRANTY

- a) Warranty should be ON SITE, 12 months from the date of delivery.
- b) In the event of any correction of defects or replacement of defective material during warranty period , the warranty for the corrected / replaced material will be extended to a further a period of 12 months and PBG will be extended 60 days over and above the extended warranty period.

4.8 DELIVERY SCHEDULE

1. Delivery Scheduled - 45 days from the date of issue of P.O.
2. Notice for Pre Dispatch Inspection: - 30 days from the date of issue of P.O.

4.9 LIQUIDATED DAMAGES

Delay will be calculated w.r.t delivery at Consignee address. LD will be levied @ 2% of delayed material per week or part thereof subject to maximum of 10% of total P.O value. In case part supply is of no use, 2% of total P.O value per week or part thereof subject to maximum of 10% of total P.O value

4.10 INSPECTION/TESTING OF MATERIALS

Pre dispatch inspection by TCIL/APTRANSCO or its nominated agency. Supplier will provide all necessary equipments, test and measuring instruments to carry out inspection.

4.11 QUANTITY VARIATION

± 25%

- END OF SECTION 4 -

SECTION 5

Tender No.: TCIL/15/1562//13-MM/19E

13.02.2014

BILL OF QUANTITY & PRICE BID SCHEDULE

Sl. No.	Item Description	Make & Model	Unit	Qty	Unit Ex-Works Price	Taxes if any	Freight	Insurance	Unit CIF Price	TOTAL CIF
					INR	INR	INR	INR	INR	INR
1	2	3	4	5	6	7	8	9	10=6+7+8+9	11=10x5
1	Optical time domain reflectometer OTDR, EXFO Make	EXFO MAX-720B	Nos.	3						
2	Optical Power Meter, EXFO Make	EXFO FPM 602	Nos.	3						
3	Fusion Splicing machine Fujikura Make	Fujikura 80S	Nos.	3						
4	SDH STM4/16 analyzer with optical and electrical interfaces, EXFO Make	EXFO FTB-1-FTB-810	Nos.	2						
Grand Total Amount Ex – works (In INR)										
Freight up to Consignee Address , Andhra Pradesh (In INR)										
Insurance up to Consignee Address , Andhra Pradesh (In INR)										
Total Amount Consignee Address , Andhra Pradesh (In INR) (inclusive of all Taxes and duty)										

NOTE:

- 1-Financial evaluation will be done against each individual item based on total CIF Price Inclusive of all taxes.
- 2- Bidder is free to quote for one or more items as per BOQ.

END OF SECTION 5

SECTION – 6

Tender No.: TCIL/15/1562//13-MM/19E

13.02.2014

Technical Specification of Test & Measuring Instrument

GTP for Fusion Splicing Machine

S. No.	Description	Parameter	Compliance
1	Make & Model	Make: Fujikura, Japan Model: 80S	
2	Fibre Count	Single Fiber	
3	Applicable Fibres	SM/MM/DS/NZDS and other single mode fibers	
4	Average Fusion Loss	0.02dB SMF, 0.01dB MMF, 0.04dB DSF & 0.04dB NZDSF	
5	Storage of Splice Loss	2000 splices	
6	Working Mode	Auto Mode, Semi auto mode and manual mode	
7	Splicing Time	<10sec	
8	Return Loss	>60dB	
9	No. of Splice Modes	100 splice modes	
10	Splice loss estimating function	Estimated loss function available	
11	Attenuation splicing function	Should be available	
12	Fibre magnification	Should be available upto 320X with single microscope and upto 200X with dual microscope display	
13	Tension Test	1.96 N	
14	Tube Heater (heater modes)	30 heating modes	
15	Power Supply	10.5-14V AC Adaptor	
16	Battery Backup capacity	Internal 200 splice/heating cycles	
17	Carrying Case	Hard Carrying case	
18	Dimensions	146W x 159D x 150H (mm)	
19	Weight	2.7kg (including battery)	
20	Operating Condition	-10 to 50° C, 0 to 95%RH,	

21	Storage Condition	non-dew	
22	No. of Splice Cycles with battery	200 splices/heating cycles	
23	Electrode Life	3000 Arc Discharges	
24	Accessories	AC Adapter/Battery charger	
		AC Power Cord	
		Spare Electrodes	
		USB Cable	
		J-Plate	
		Instruction Manual	
		Battery Pack	
		Battery Charger Cord	
		High Precision Fiber Cleaver	

Splicing Machine Model: 80S, Make: FUJIKURA, Japan					
				Requirement	Compliance
	80S	Optical Fiber Splicing Machine with Single heater capability alongwith following standard accessories :	1	Included	
		AC-Power Cord		Included	
		Spare Electrode		Included	
		Hard Carrying Case		Included	
		Cooling Tray		Included	
		Fiber Stripper		Included	
		High Precision Cleaver		Included	
		Power Supply Unit		Included	
		Battery Pack Unit		Included	

GTP for OTDR

S. No.	Description	Parameter	Compliance
	Make & Model		
	Make: EXFO, Canada		
	Model: MAX-720B		
1	Optical Characteristics	1310nm +/- 20nm 1550nm +/- 20nm	
2	Dynamic and Measurement range 1310/1550nm	34/32	
3	Read out resolution (horizontal)	4 cm Minimum	
4	Distance Measurements	Kilometers, feet, miles	
5	OTDR distance range settings	upto 260 Km	
6	System Measurement accuracy	$\pm(0.75 + 0.0025 \% \times \text{distance} + \text{sampling resolution})$	
7	Distance resolution	min 4 cm	
8	Measurement points	256,000 points	
9	Vertical scale	0.02 to 5db/div	
10	Read out resolution (vertical)	0.22db	
11	Reflectance Range (vertical)	-14db to -60db	
12	Linearity	$\pm 0.03 \text{ db/db}$	
13	Reflectance Range	-24db to -60db	
14	Measurement time	User-defined (60 min. maximum)	
15	Dead zone for 1310 & 1550nm		
	Event dead zone	0.8 m	
	Attenuation dead zone	3.5 m	
16	Display	Touchscreen, color, 800 x 480 TFT, 178 mm (7 in)	
17	Selectable pulse widths	5, 10, 30, 50, 100, 275, 500, 1000, 2500, 10 000, 20 000ns	
18	Memory capacity	2 GB	
19	Output ports	2xUSB, fiber inspection port, Ethernet port	
20	Power	AC/DC adapter, input 100-240 VAC, 50-60 Hz, 1.6 A max, output 16 VDC, 3.75 A	
21	Operating Temperature	0 °C to 50 °C (32 °F to 122 °F)	

22	Storage Temperature	-40 °C to 70 °C (-40 °F to 158 °F)	
23	Accessories whether included (yes/no)	AC/DC adapter	
		Power cord	
		Li-ion battery pack	
		User's manual	
		FC/PC Connector	
		Shoulder strap	
		Carrying case	

S/No.	Model No.	Item/Description	Qty	Requiremnt	Compliance
Optical Time Domain Reflectometer OTDR MAX-720B, Make: EXFO, Canada					
	MAX-720B	MAX 720B, SM OTDR Module, 1310/1550 nm, Dynamic Range 36/34 dB (9/125 µm) alongwith following standard accessories :	1	Included	
		- Color 7" touchscreen TFT display		Included	
		- USB interfaces		Included	
		- RJ-45 built-in interface		Included	
		- AC adapter/charger and 1 battery		Included	
		- FC Connector		Included	
		- Certificate of Compliance		Included	
		- Semi-rigid case		Included	

GTP for SDH Analyzer

S. No.	Technical Description	Compliance
	Make & Model	
	Make: EXFO, Canada	
	Model: FTB-1-FTB-810	
1	The SDH Analyzer should be able to test complete DSn/PDH and SONET/SDH interfaces up to 2.5 Gbit/s and should be future upgradable to 10 Gbit/s	
2	Should have simplified BER testing with pass/fail indicators based on userdefined thresholds	
3	Should have unprecedented configuration simplicity with hybrid touchscreen/keypad navigation and data entry	
4	Should have simpler reporting with Optional Wi-Fi and Bluetooth connectivity capabilities	
5	Should have centralized support for injection/monitoring of errors and alarms, trace messaging, overhead monitoring/manipulation and performance monitoring statistics	
6	Should have extended field autonomy with compact, lightweight platform equipped with a long-duration battery pack	
7	The Tetser should have following Testing Parameters	
	SFP port for OC-3/12/48 or STM-1/4/16	
	RJ-48C and bantam ports for DS1 or E1	
	BNC port for DS3, E1/E3/E4, STS-1e/STS-3e or STM-0e/STM-1e	
	DS1/DS3 and E1/E3/E4 testing	
	OC-3/12/48 and STM-1/4/16 BER testing with configurable threshold settings	
	Coupled, Decoupled and Through mode testing	
	Error and alarm insertion and monitoring	
	Overhead monitoring and manipulation	
	High-order and low-order mappings	
	Tandem connection monitoring (TCM)	
	Pointer manipulation, including pointer sequence testing as per Telcordia GR-253, ANSI T1.105-03 and ITU G.783	
	Performance monitoring as per G.821, G.826, G.828, G.829, M.2100, M.2101	
	Frequency analysis and offset generation	

	Automatic protection switching	
	Service-disruption time measurements	
	Round-trip delay measurements	
	Dual DS1/DS3 receiver (Rx) support	
	DS1 loop codes and NI/CSU emulation	
	DS1/DS3 autodetection of line code, framing and pattern	
	DS1 FDL and DS3 FEAC	
	Fractional T1/E1 testing	
	External clock sync support	
8	The Tester should have the following features	
	Frequency measurements	Should supports clock frequency measurements (i.e., received frequency and deviation of the input signal clock from nominal frequency), displayed in ppm, for optical and electrical interfaces.
	Frequency offset generation	Should supports offsetting the clock of the transmitted signal on a selected interface to exercise clock recovery circuitry on network elements.
	Dual DS_n receivers	Should supports two DS1 or DS3 receivers, allowing users to simultaneously monitor two directions of a circuit under test in parallel, resulting in quick isolation of the source of errors.

	Performance monitoring	The following ITU-T recommendations, and corresponding performance monitoring parameters should be supported G.821, G.826, G.828, G.829, M.2100, M.2101	
	Pointer adjustment and analysis	Generation and analysis of HO/AU and LO/TU pointer adjustments as per GR-253, and ITU-T G.707 should be there	
	Service disruption time (SDT) measurements	The service disruption time test tool measures the time during which there is a disruption of service due to the network switching from the active channels to the backup channels. Measurements: last disruption, shortest disruption, longest disruption, average disruption, total disruption, and service disruption count.	

	<p>Round-trip delay (RTD) measurements</p>	<p>The round-trip delay test tool measures the time required for a bit to travel from the tester transmitter back to its receiver after crossing a far-end loopback. Measurements should be provided on all supported testers interfaces and mappings. Measurements: last, minimum, maximum, average; measurement count: no. of successful RTD tests and failed measurement count.</p>	
	<p>APS message control and monitoring</p>	<p>Should have ability to monitor and set up automatic protection switching messages (K1/K2 byte of SONET/SDH overhead).</p>	

	<p>Tandem connection monitoring (TCM)</p>	<p>Tandem connection monitoring (TCM), is used to monitor the performance of a subsection of a SONET/SDH path routed via different network providers. The tester should support transmitting and receiving alarms and errors on a TCM link; also, transmission and monitoring of the tandem connection (TC) trace can be generated to verify the connection between TCM equipment. Error generation: TC-IEC, TC-BIP, TC-REI, TC-OEI Error analysis: TC-IEC, TC-REI, TC-OEI, TC-VIOL (non-standardized alarm) Alarm generation: TC-RDI, TC-UNEQ, TC-ODI, TC-LTC, TC-IAIS Alarm analysis: TC-TIM, TC-RDI, TC-UNEQ, TC-ODI, TC-LTC, TC-IAIS</p>	
	<p>Pointer sequence testing</p>	<p>Should be able to perform pointer sequence testing as per G.783, GR253 and T1.105-3 standards.</p>	

	Through mode	Should be able to perform Through mode analysis of any incoming electrical (DSn, PDH, SONET, SDH) and optical line (OC-3/STM-1, OC-12/STM-4, OC-48/STM-16) transparently.	
	DS1/DS3 auto detection	Should have ability to automatically detect DS1/DS3 line coding, framing and test pattern.	
9		Should support power measurement at all times, displayed in dBm (dBdsx for DS1 and DS3), for optical and electrical interfaces.	
10		In the event of a power failure to the unit, the active test configuration and test logger should be saved and restored upon boot-up.	
11		Should store and load test configurations to/from a non-volatile USB memory stick or internal flash.	
12		Should provides a pass/fail outcome with user-adjustable thresholds, based on bit error rate and/or service disruption time.	
13		Alarms should be displayed according to a hierarchy based on root cause. Secondary effects are not displayed. This hierarchy serves to facilitate alarm analysis.	
14		Should generate test reports on the unit or exported via USB.	
15		Log test results with absolute or relative time and date, details and duration of events, color-coded events and pass/fail outcome should be there.	
16		Should support remote control through VNC.	
17	General Requirements		
	Storage	Internal 8 GB	
	Batteries	Rechargeable Li-ion	
		Minimum 8 hrs operation	

	Power	AC/DC adapter, input 100-240 VAC 50-60 Hz, 24VDC	
	Temperature	Operation 0 to 50 deg C Storage -40 to 70 deg C	
	Size (HxWxD)	190mm x 252mm x 66mm	
	Light Weight	3kg	
	Display	Touchscreen, color, 800 X 480 TFT, 7 inch	
	Processing & Reporting	USB data transfer	
	Interface	USB A main - 2 Nos, RJ-45 LAN 10/100 Mbit/s	
	Connectivity	Flexible connectivity USB, mobile, Optional Wi-Fi and Bluetooth capabilities and VNC configurations	
	Inspection	Inbuilt Fiber inspection probe connector port	
	Screen Capture	The platform should support screen capture feature	
	Battery LED	Battery indication LED should be available	

Model-Kit	Description (STM 1 /4 /16 Analyzer)		Requirement	Compliance
	- AC power cord		Included	
	- Instruction manual		Included	
FTB-1	Test kit including FTB-1 Compact Platform	1	Included	

FTB-810	<p>2.5Gb/s Transport Blazer Test Module</p> <p>Optical Interface: Optical reach will be determined by selected transceivers. - SFP Transceiver must be specified.</p> <p>Optical Rates (ENABLED Default rates) : OC-3/STM-1 (155Mb/s)</p> <p>Electrical Interfaces: - DS1/2M (E1) TX/RX: Bantam and RJ-48c connectors - 2M (E1), 8M (E2), DS3/34M (E3): TX/RX BNC connectors - STS-1e/STS-3e/STM-0e/STM-1e/140M: TX/RX BNC connectors - Ext. CLK DS1/2M Input/output: BNC connector</p>	1	Included	
SONET	SONET base software (includes DSn option).	1	Included	
SDH	SDH base software (includes PDH option).	1	Included	
	Carrying case for FTB-1 Compact Platform	1	Included	
Optical Rate Options				
155	Default base rate enabler option enabling 155Mb/s optical rate (OC-3, STM-1)	1	Included	
622	Software key enabling 622Mb/s optical rate interface (OC-12, STM-4)	1	Included	
2.5G	Software key enabling 2.5Gb/s optical rate interface (OC-48, STM-16)	1	Included	
SFP Multirate Optical Transceiver options				
	SFP Multirate Optical Transceiver module equipped with 2.5G optical rate enabler: Rates: 155/622 Mb/s, 2.5/2.7 Gb/s, GigE/FC/2FC 1310nm , LC connector, 80km reach	1	Included	

<p>SFP Multirate Optical Transceiver module equipped with 2.5G optical rate enabler: Rates: 155/622 Mb/s, 2.5/2.7 Gb/s, GigE/FC/2FC 1550nm, LC connector, 80km reach</p>	<p>1</p>	<p>Included</p>	
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QR (QUALITATIVE REQUIREMENT) FOR OPTICAL POWER METER			
S.No.	Optical Power Meter	QR Specifications	Compliance
	Make & Model		
	Make: EXFO, Canada		
	Model: FPM-602		
	General Specification		
1	Power level range	-70 to + 10 dBm	
2	Wavelength range	800nm - 1650nm	
3	Calibrated Wavelengths	800, 820, 830, 840, 850, 860, 870, 880, 910, 980, 1270, 1280, 1290, 1300, 1310, 1320, 1330, 1340, 1350, 1370, 1390, 1410, 1430, 1450, 1460, 1470, 1480, 1490, 1500, 1510, 1520, 1530, 1540, 1550, 1560, 1570, 1580, 1590, 1600, 1610, 1620, 1630, 1640, 1650 nm	
4	Display Units	dB, dBm, W	
5	Detector	Ge	
6	Power uncertainty	± 5% ± 0.1 nW	
7	Resolution	± 0.01dB	
8	Tone Detection	270 Hz, 1kHz, 2kHz	
9	Connector type	FC/PC	
10	It should have automatic offset nulling		
11	It should have a functionality of auto switching		
12	It should have user configurable pass/fail thresholds with LED indicator		
13	It should have Data Storage and Data Transfer capability with USB port	1000 Items	
14	It should have different powering options		
	1. Rechargeable Battery 2. AC adapter/charger for continuous operation.		
15	Size (H x W x D)	190mm x 100mm x 62mm	
16	Weighth	0.48 Kg	
17	Operating Temperature	-10 °C to 50 °C	
18	Strorage Temperature	-40 °C to 70 °C	
19	Relative humidity	0 % to 95 % non-condensing	
20	Battery Life	More than 70 hours	
21	Battery Type	Lithion-ion Rechargeable Batteries	

Optical Power Meter FPM - 602, Make: EXFO, Canada					
				Requirement	Compliance
	FPM-602	Power Meter Ge Detector	1	Included	
		- Rechargeable battery,AC adapter/charger		Included	
		- Shoulder strap		Included	
		- Connector adapter FC		Included	
		- USB cable		Included	
		- Forty calibrated wavelengths		Included	
		- Field carrying case		Included	
		- dB, dBm and Watt measurement		Included	

- END OF SECTION 6 -

SECTION - 7

Tender No.: TCIL/15/1562//13-MM/19E

13.02.2014

FORMAT OF BID BOND (EMD)

Whereas (Hereinafter called "the Bidder") has submitted its bid dated For the supply of Vide Tender No. dated

KNOW ALL MEN by these presents that WE OF Having our registered office at (Hereinafter called "the Bank") are bound unto Telecommunications Consultants India Limited (hereinafter called "the Purchaser") in the sum of INR/US\$ for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (a) **Fails or refuses to execute the Contract, if required; or**
 - (b) **Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.**

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

This guarantee will remain in force upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch

Fax No. of Branch

- END OF SECTION 7 -

SECTION-8

Tender No.: TCIL/15/1562/I/13-MM/19E

13.02.2014

FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)

**M/s Telecommunications Consultants India Ltd.,
TCIL Bhawan, Greater Kailash-I
New Delhi – 110 048 (INDIA)**

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No. : _____

In consideration of TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED, having its office at TCIL Bhawan, Greater Kailash-I, New Delhi – 110 048 (INDIA) (hereinafter referred to as "TCIL" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Purchase Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as "The Supplier" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____ /Purchase Order No. _____ dated _____ and TCIL having agreed that the Supplier shall furnish to TCIL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for _____.

We, _____ ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay upto but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature
Manager
Seal of Bank

- END OF SECTION 8 -

SECTION-9

Tender No.: TCIL/15/1562//13-MM/19E

13.02.2014

BID SUBMISSION FORM

Offer No.: _____

Date: _____

To
Group General Manager (MM)
Telecommunications Consultants India Limited
TCIL Bhawan, Greater Kailash-I,
New Delhi-110 048 (INDIA).

Dear Sir,

In response to your **Tender No. TCIL/15/1562//13-MM/19E dated 13.02.2014 for Supply of Test and Measuring Instrument for Telecom Project, Sierratel, Sierra Leone.** , we hereby submit our offer herewith.

1. Bidder Name : _____
2. Website Address : _____
3. Email Address : _____
4. Address for Communication : _____

5. Telephone Number : _____
6. Fax/Telefax Number : _____
7. Authorised Person - Name : _____
Designation : _____
Mobile No. : _____
Email ID : _____
8. Alternate Person - Name : _____
Designation : _____
Mobile No. : _____
Email ID : _____
9. PAN Number : _____
10. TIN Number : _____
State : _____
11. Service Tax Regn. No. : _____
12. ECC Number : _____
13. Beneficiary's complete Bank Details in case payment through LC is approved.
Bank Account No. : _____

IFSC / NEFT Code : _____
 Name of the Bank : _____
 Address of the Branch : _____

14. Particulars of EMD

Amount : Rs. _____
 Mode of Payment (DD/BG) : _____
 DD/BG No. : _____
 Date : _____
 Name of the Bank : _____
 Address of the Bank : _____
 Validity of BG : _____

15. Particulars of Tender Fee

Amount : Rs. _____
 DD No. : _____
 Date : _____
 Name of the Bank : _____
 Address of the Bank : _____

16. Turnover of the Bidder in last 3 years (Please submit copy of Annual Report)

Year	Annual Report attached at Page No.	Turnover in Rs. (Lakh)
2011-2012		
2010-2011		
2009-2010		
Average Turnover		

17. Details of similar work / order executed during last 2 years (Please submit copy of completion certificate from the client.)

Description of the Work/Order Executed	Value of Work/Order Executed	Name of the Client	Start Date	Finish Date	Doc. Evidence at Page No.

18. Please mention the place from where shipment will be effected.

19. Country of Origin of Goods offered (Itemwise)

20. Please Mention Mode of Shipment (Sea/Air/Rail/Road)

21. Are you a MSME Unit. If yes, please furnish Registration Details, Name of the DIC / State.

22. Following Documents are submitted to substantiate other eligibility criteria.

i) _____

ii) _____

iii) _____

DECLARATION

- 1) We have read and understood the terms & conditions of the above mentioned tender and comply to all Terms & Conditions of your Tender.
(In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)
- 2) We certify that the information mentioned above are true and correct to best of our knowledge.
- 3) In case of receipt of order we confirm that payment shall be received through e-Banking / Electronics Transfer.
- 4) This offer contains _____ No. of pages including all Annexures and Enclosures.

Place:

Date:

Signature of Authorised Signatory

Name:

Designation:

Seal:

- END OF SECTION 9

SECTION – 10

Tender No.: TCIL/15/1562/I/13-MM/19E

13.02.2014

INTEGRITY PACT

General

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the _____ month of 20____, between on one hand, Telecommunications Consultants India Ltd. (TCIL) acting through Sh. _____ (Name & Designation of the officer) (Hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ (Name of the Company) represented by Sh. _____ Chief Executive Officer/Authorized Signatory (Name & Designation of the officer) (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS THE BUYER invites bid for the

_____ (Name of the Stores/Equipment/Services, Tender No. & Date) and the BIDDER/Seller is willing to submit bid for the same and

WHEREAS the BIDDER is a Private Company/ Public Company/ Government Undertaking/ Partnership Firm/ Ownership Firm/ Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking.

NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment/Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the CMD, TCIL any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with TCIL for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with TCIL.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the Bidder or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3.14 The BIDDER will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with BUYER.

3.15 The BIDDER will promptly inform the Independent External Monitor (of BUYER) if he receives demand for a bribe or illegal payment/benefit and i. If comes to know of any

unethical or illegal practice in BUYER. ii. If he makes any payment to any BUYER Associate.

3.16 The BIDDER will undertake to demand from all sub-contractors a commitment in conformity with this Integrity Pact.

3.17 The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 5% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 5% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v) To encash the advance Bank Guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, alongwith interest.

vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii) To debar the BIDDER from participating in future bidding processes of TCIL for a minimum period of five years, which may be further extended at the discretion of the BUYER.

viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

xi) Any other action as decided by CMD, TCIL based on the recommendation by Independent External Monitors (IEMs).

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (xi) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor (s) appointed for the purposes of this Pact.

5.4 For any breach of the provisions of Clauses 1.1 to 1.3 by the Buyer, action as mentioned at Clause 2 shall be applicable.

6. Fall Clause

6.1 The BIDDER undertakes that it has not supplied similar products/systems or subsystems in the past six months in the same State for quantity variation upto -50% or +10%, at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded, else it will be recovered, from any outstanding payment due to bidder from TCIL.

7. Independent External Monitor (IEMs)

7.1 The BUYER has appointed Independent External Monitors (IEMs) for this Pact in consultation with the Central Vigilance Commission. Names and email addresses of the IEMs are given on TCIL Website.

7.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. They report to the CMD, TCIL.

7.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the CMD, TCIL. The IEM can in this regard submit nonbinding recommendations. If TCIL has not, within the reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Board of Directors, TCIL.

7.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.

7.8 The IEM will submit a written report to the CMD, TCIL within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7.9 The word 'IEM' would include both singular and plural.

8. Facilitation of investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER (i.e. New Delhi).

10. Other Legal Actions

10.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10.2 The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

11. Validity

11.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11.3 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD, TCIL.

11.4 Changes and supplements need to be made in writing.

11.5 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

12. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER/SELLER

Signature _____

Name of the officer _____

Designation _____

Name of the Company _____

Address _____

Dated: _____

Witness-1 (Buyer)

Witness-1 (Bidder/Seller)

Signature _____

Name of the officer _____

Designation _____

Name of the Company1 _____

Address _____

Dated: _____

Witness-2 (Buyer)

Witness-2 (Bidder/Seller)

Signature _____

Name of the officer _____

Designation _____

Name of the Company1 _____

Address _____

Dated: _____
