



BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprises)

O/o The Chief General Manager Uttaranchal Telecom Circle,
Windlass Complex, Rajpur Road, Dehradun-248 001

NOTICE INVITING TENDER FOR SUPPLY OF TELECOM MATERIAL

No.:- UAL/Tender/Genl./2007-08/MM

Dated: 06.12 2008

On behalf of the BSNL, sealed tenders are invited from registered manufactures and established suppliers possessing valid type approval certificate issued by DOT/BSNL QA for the tendered items who are eligible to participate in the tender.

S. No.	Name of items	Tendered Quantity (in Nos.)	<u>Date & Time of Receipt</u> Opening of Tender	Estimated Cost (Rs.)	Amount of Bid Security (Rs.)	Price of Bid Document Inclusive of T. Tax (Rs.)
1	Intern Battery with charger for IFWTs Model AWWL-800 Suitable for M/s.XL Telecom	5409	<u>Up to 15:00Hrs of 02.01.2009</u> <u>Up to 15:30Hrs of 02.01.2009</u>	19,52,650/-	27400/-	1080/-
2.	Internal Battery with Charger for IFWTs Model LST-260B LGE suitable for M/s. Vuppula	610		2,20,200/-	3100/-	
3.	Internal Battery with Charger for IFWTs Model No. PW 3000P (HANTEL make) suitable for M/s ITI. Limited.	2382		8,59,900/-	12100/-	
4.	Internal Battery for IFWTs Airtone 800 (Jinpeng make) suitable for M/s. ITI Limited.	150		20,550/-	300/-	
5.	Internal Battery for IFWTs T1- ETS2288 suitable for M/s. Teracom.	1850		4,16,250/-	5900/-	
6.	7AH 12V Batteries for IFWTs T1- ETS2288 suitable for M/s. Teracom.	5000		30,00,000/-	42000/-	
Specification No As mentioned under section VI						

The sale of Bid Document will start from 10.12.2008 and documents will be available upto one day prior to the date of opening of tender from ADT (MM) Room No. 429 O/o CGMT UAL Circle, Dehradun on any working day between 14.30 to 17.30 hrs. on production of cost of bid document in the form of crossed demand draft in favour of Account Officer (Cash) O/o CGMT, UAL Circle, Dehradun. It can also be deposited in cash with the said A.O. (Cash). The Bid document downloaded from the web-site are also acceptable provided they are submitted along with the cost of Bid document in the form of crossed demand draft favouring A.O. (Cash) O/o CGMT Uttaranchal.

1. Tender quantity can be increased or decreased.
2. Firms registered with the NSIC, a Government of India Undertaking under Single Point Registration Scheme for the items of stores under procurement may not be required to pay the Cost of Bid Documents provided tendered item value is upto Rs.50,00,000/- (Rs. Fifty Lacs only) on the production of documentary evidence (viz. the photo copy of the current Registration Certificate, indicating the value of stores tendered).
3. For getting Bid document, the self authenticated copy of valid TAC/satisfactory certificate for the tendered item as the case may be on the date of opening of tender and documentary evidences for having executed successfully the educational/commercial orders for supply of the item/items to DOT/ Bharat Sanchar Nigam Limited must be submitted along with the application (as proof of established supplier). In case of NSIC units the valid NSIC certificate copy showing monetary limit should also be submitted. In case of downloaded forms these certificates should be submitted in the envelope marked as Technical Bid.
4. **Bidders downloading the document from website should intimate to AGM (MM). so that the clarifications/corrigendum, if any issued, can be sent.**
5. Before submitting the bid on the due date kindly see all corrigendum/clarification issued on the website.
6. Purchaser reserves the right to reject any or all the Bids without assigning any reason thereof.
7. Bidders willing to participate in more than one item they can submit consolidated bid security instead of separate.

Website : www.uttaranchal.bsnl.co.in

A.G.M. (MM)

BID DOCUMENTS

TENDER FOR SUPPLY OF :- Internal Batteries with its Charger & 7AH 12V Batteries for IFWTs.

**TENDER ENQUIRY NO. :- UAL/Tender/Gen1/2007-08/MM
Dated: 06.12.2008**

**TENDER No. :- UAL/IFWT/Internal Bty./2008-09/MM
Dated: 06.12.2008**

DUE DATE OF RECEIPT :- 02.01.2009 upto 15:00 Hrs.

DATE OF OPENING :- 02.01.2009 at 15:30 Hrs.

VALIDITY OF OFFER :- 150 Days

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

**O/o The Chief General Manager, UAL Circle, Dehradun
- 248001.**

SECTION - II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS :

- (a) **“The Purchaser”** means Bharat Sanchar Nigam Limited (BSNL) through the Chief General Manager Telecom UAL, Dehradun.
- (b) **“The Bidder”** means the individual or firm who participates in this tender and submits its bid.
- (c) **“The Supplier”** means the individual or firm supplying the goods under the contract.
- (d) **“The Goods”** means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (e) **“The Advance Purchase Order”** means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) **“The Purchase Order”** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The Purchase order shall be deemed as **“Contract”** appearing in the document.
- (g) **“The Contract Price”** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) **“Validation”** is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.

2. ELIGIBLE BIDDERS:

The eligible bidders should be Indian Companies registered to manufacture the tendered equipment in India having obtained clearance from Reserve Bank of India and proof of manufacturing in India, wherever applicable. The Indian companies registered to manufacture the tendered item(s) or duly authorized by the manufacturer to supply the tendered item(s) and submit the bid for the same are eligible to participate in this tender. The authorization must be valid on the date of tender opening. **For Group-A items**, the bidder must have successfully executed educational/commercial orders for the supply of NI—mAH/LI-ION type of batteries in BSNL/MTNL. The satisfactory certificate should have been issued by an officer not below the rank of STS (AGM/DE) in case of BSNL/MTNL must be attached in support of the claim.

For Group-B items, they should have either valid Type Approval Certificate from Department of Telecom (Telecom Engineering Centre) or Technical Specification Evaluation Certificate (TSEC) issued by QA Circle for the tendered item against Technical Specification given in the bid document and should have successfully executed Educational/Commercial orders issued by DOT/BSNL. The proof of manufacturing in India. Type Approval Certificate and successful execution of educational/commercial orders shall form part of the bid for **group-B** item given in schedule of requirement at the time of tender opening .

3. COST OF BIDDING :

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

B. THE BID DOCUMENTS :

4. BID DOCUMENTS :

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

(a)	Notice Inviting Tender.	Section I
(b)	Instruction to Bidders.	Section II
(c)	General Conditions (Commercial) of the Contract.	Section III
(d)	Special Conditions of Contract, if any	Section IV
(e)	Schedule of Requirements.	Section V
(f)	Technical Specifications.	Section VI
(g)	Bid Form and Price Schedule.	Section VII (Pt. I & II)
(h)	Additional Information in r/o bidder	Section VII (Pt. III)
(i)	Bid Security Form.	Section VIII
(j)	Performance Security Bond Form.	Section IX
(k)	Letter of authorization to attend bid opening	Section X

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

5. CLARIFICATION OF BID DOCUMENTS :

5.1 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser in writing or by fax or cable at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser shall respond in writing to any request for clarification of the Bid Documents, which it receives **not later than 21 days prior to the date of opening of the Tenders.** Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.

- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.

6. AMENDMENT OF BID DOCUMENTS :

- 6.1 At any time, prior to the date for submission of Bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 6.2 The amendments shall be notified in writing or by TELEX or FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the purchaser or on WEB-SITE and these amendments will be binding on them.
- 6.3 In order to afford prospective bidder reasonable time to take the amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

7. DOCUMENTS COMPRISING THE BID :

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

- (a) Documentary evidence established in accordance with Clause 2 and 10 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- (b) Bid Security furnished in accordance with Clause 12.
- (c) A Clause by Clause compliance as per Clause 11.2 (c).
- (d) A Bid form and price schedule completed in accordance with Clause 8 & 9

8. BID FORM :

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document, indicating the goods to be supplied, a brief description of the goods, quantity and prices as per section VII.

9. BID PRICE :

- 9.1 The bidder shall give the total composite price inclusive of all levies & taxes i.e. Sales tax & Excise duty, packing forwarding, freight and insurance etc. but excluding of Octroi/Entry Tax which will be paid extra as per actual, wherever applicable. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the contract as per Price Schedule given in Section VII. Prices of incidental services should also be quoted. The offer shall be firm in Indian rupees. No Foreign exchange will be made available by the purchaser.

- 9.2 Prices indicated on the Price Schedule shall be entered in the following manner:
- (i) The Basic Unit price of the goods. Excise duty, Sales Tax, Freight, Forwarding Packing, Insurance and any other levies/charges taxes already paid or payable by the supplier shall also be quoted separately item wise.
 - (ii) The Supplier shall quote as per price schedule given in Section VII for all the items given in schedule of requirement.
- 9.3 The ex-factory Price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. **A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.**
- 9.4 The ex-factory unit prices quoted by the bidder shall be in sufficient detail to enable the purchaser to arrive at prices of equipment/system offered.
- 9.5 **“DISCOUNT, if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.”**
- 9.6 The price approved by the BSNL for procurement will be inclusive of levies & taxes, packing, forwarding, freight and insurance as mentioned in Para 9.1 above. Break-up in various heads like ED, Sales Tax, Insurance, Freight and other taxes paid/payable as per clause 9.2(i) is for information of the purchaser and any change in these shall have no effect on price during the schedule period of delivery.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS :

- 10.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, at the following documents or which ever is required as per terms and conditions of Bid Documents :
- i) Certificate of incorporation.
 - ii) Articles or Memorandum of Association or partnership deed or proprietary ship deed as the case may be.
 - iii) Registration Certificate from State Director of Industries or from Secretariat for Industrial Approval (SIA), Ministry of Industries, Government of India.
 - iv) Approval from Reserve Bank of India/SIA in case of foreign collaboration.
 - v) Latest and valid NSIC Certificate duly certified by NSIC. (if applicable)
 - vi) Type Approval Certificate given by Telecom Engineering Centre (TEC).
 - vii) Satisfactorily/Inspection certificate (as the case may be) issued by level of an officer of STS rank **for Group-A items** and by BSNL (QA) for **Group-B item** for execution of Educational/Commercial order wherever applicable.
 - viii) Undertaking duly signed by front bidder and its technology/consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally.

- 10.2 (i) The bidder shall furnish Annual report and/or a certificate from its bankers as an evidence that he has financial capability to perform the contract.
- (ii) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.
- 10.3 In order to enable the Purchaser to assess the provenness of the system offered the bidder shall provide documentary evidence regarding the system being offered by him.
- 10.4 The offered product has to be type approved. For this purpose, the supplier shall submit a sample type for evaluation. The sample would be evaluated for its ability to meet the technical specifications, manufacturability, reliability, testability, ease of installation, maintainability etc. Necessary documents to substantiate these attributes will have to be submitted at the time of application for approval by the supplier for obtaining type approval

or

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

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

11. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS :

- 11.1 Pursuant to Clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid Documents of all goods and services which he proposes to supply under the contract.
- 11.2 The documentary evidence of the 'goods and services' conformity to the Bid Documents may be in the form of literature, drawing, data etc. and he shall furnish :
- (a) a detailed description of the goods' with essential technical and performance characteristics;
 - (b) a list, giving full particulars including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of three years following commencement of the goods used by the Purchaser, and
 - (c) a Clause-by-Clause compliance on the Purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specification and Commercial conditions. In case of any deviation, a statement of deviations and exceptions to the provision of the Technical Specifications and commercial conditions shall be given by the bidder. A bid without Clause-by-Clause compliance of Technical specification (Section VI) and Commercial Conditions (Section III) and special conditions (Section IV) shall not be considered.
- 11.3 For the purpose of compliance to be furnished pursuant to the Clause 11.2(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive.

12. BID SECURITY :

- 12.1 (i) Pursuant to Clause 7, the bidder shall furnish, as part of his bid, a bid security in favour of Chief General Manager Telecom, UAL, Dehradun for an amount as mentioned in the detailed NIT based on the no. of items being quoted by the bidder. The bidders (Small Scale Units) who are registered with National Small Scale Industries Corporation under **SINGLE POINT REGISTRATION SCHEME**; are exempted from payment of bid security upto the amount equal to their monetary limit or Rs. 50 Lacs which ever is lower.
- A proof regarding current registration with NSIC for the tendered items will have to be attached along with the bid.
 - The enlistment certificate issued by NSIC will not be permanent and should be renewed within two years of its presentation.
 - The unit claiming concession of NSIC is required to submit its monthly turnover in support of its claim for meeting the delivery schedule.
 - In case of bid security being furnished in the form of DD, it should be crossed in favour of AO (Cash), O/o CGMT, UAL Circle, Dehradun payable at Dehradun.
- 12.1 (ii) If a vendor registered with NSIC under single point registration scheme claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligation, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

- 12.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to para 12.7.
- 12.3 The bid security shall be in the form of a Bank Guarantee issued by a scheduled bank in favour of the Purchaser, valid for a period of **180 days from the date of tender opening.**

12.4 A BID NOT SECURED IN ACCORDANCE WITH PARA 12.1 AND 12.3 SHALL BE REJECTED BY THE PURCHASER BEING NON-RESPONSIVE at the bid opening stage and returned to the bidder unopened.

- 12.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of the bid validity prescribed by the purchaser, pursuant to Clause 13.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with Clause 27 and furnishing the performance security.

12.7 The bid security may be forfeited:

- (a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form, OR
- (b) In the case of successful bidder, if the bidder fails:
 - (i) to sign the contract in accordance with Clause 28 or
 - (ii) to furnish performance security in accordance with Clause 28.
- (c) In both the above cases, i.e. 12.7 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of APO. The bidder will not approach the court against the decision of BSNL in this regard.
- (d) **(Technology/Consortium partner of a front bidder)**
"The front bidder shall submit an irrevocable undertaking duly signed by it and its technology/consortium partner stating that both of them i.e. the front bidder and its technology/consortium partner shall be liable for due performance of the contract jointly and severally, failing which both of them shall be liable to be barred from having any business dealing with BSNL for a period of 3 years."

13. PERIOD OF VALIDITY OF BIDS :

- 13.1 Bid shall remain valid for **150 days** from the date of bid opening by the Purchaser, pursuant to Clause 19.1. **A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE PURCHASER AS NON-RESPONSIVE.**
- 13.2 In exceptional circumstances, the purchaser may request the consent for an extension to the bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 12 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

14. FORMAT AND SIGNING OF BID :

- 14.1 The bidder shall prepare one complete set of original bid and make one no. of copy of the same clearly marking one as **'Original Bid'** and **Duplicate Bid**. In the event of any discrepancy between the Original & Duplicate copy, the original shall govern.
- 14.2 The Original and the Duplicate copy of the Bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorised to bind the bidder to the contract. The letter of authorisation shall be indicated by written power of attorney accompanying the bid. **All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.**
- 14.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.
- 14.4 (i) The Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective state (s) and the same be attested by Notary public or registered before Sub-Registrar of the state (s) concerned.
- (ii) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/institution/Body corporate.
- (iii) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

D. SUBMISSION OF BIDS

15. SEALING AND MARKING OF BIDS:

- 15.1 The bid should be submitted in two covers. The first cover shall contain the original and duplicate bid (Price Schedule) and duly marked **'FINANCIAL BID'**. The second cover shall be marked **"TECHNICAL BID"** and shall contain all documents establishing bidder's eligibility and qualifications as per Clause 2 read with clause 10 along with Bid Security as per Clause 12, & near relation certificates as per clause 34 of section- II along with duly complied Bid Document. Both the covers should be sealed separately by the personal seal of the bidder. Both the covers should be put in a bigger cover and should be sealed by the personal seal of the bidder. The DD towards cost of downloaded bid document should also be put in the bigger cover.
- 15.2 The envelopes shall be addressed to Purchaser at the following address:
- (a) Asstt. General Manager (MM) [Room No. 433],
O/o The Chief General Manager Telecom,
UAL. Circle Windlass Complex, 11-A Rajpur Road,
Dehradun - 248 001.

- (b) The envelope shall bear the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- (c) The inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared 'late' or rejected.
- (d) Tenders shall either be sent by registered post on above mentioned address or delivered in person. The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- (e) Bids delivered in person on the day of tender opening shall be delivered to A.G.M. (MM) O/o CGMT UAL Circle, Dehradun, in Room No. 433 on or before 15:00 hours of due date. The Purchaser shall not be responsible if the bids are delivered elsewhere.
- (f) Venue of Tender Opening: Tender will be opened in the Chamber of A.G.M. (MM) O/o CGMT UAL Circle, Dehradun, in Room No. 433 at 15:30 hours on the due date.

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

16. SUBMISSION OF BIDS:

- 16.1 Bids must be received by the Purchaser at the address specified under para 15.2 not later than 15:00 hrs. on due date.**
- 16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Clause 6 in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some systems/equipments as per requirement of the Bid Documents. He may include alternate offer if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

17. LATE BIDS:

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to Clause 16, **shall be rejected and returned unopened to the bidder.**

18. MODIFICATION AND WITHDRAWAL OF BIDS :

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

- 18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of Clause 15. A withdrawal notice may also be sent by **Telex/FAX** but followed by a signed confirmation copy by post not **later than the deadline for submission of bids**.
- 18.3 Subject to Clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

19. OPENING OF BIDS BY PURCHASER:

- 19.1 The Purchaser shall open bids in the presence of bidders or their authorized representatives who choose to attend, at 15:30 hrs. on due date. The Bidder's representatives, who are present; shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. (A format is given in Section X).
- 19.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 At first, bid marked as "TECHNICAL BID" will be opened and bidder's name will be announced.
- 19.4 At the time of opening of "FINANCIAL BID", the bidder's names, bid prices, modification, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate; will be announced at the opening.
- 19.5 If the date fixed for opening of bids happens to be an incidental holiday, the bid will be accepted and opened on the next working day on scheduled time.
- 19.6 The envelope marked 'Financial bid' will be opened only for qualified bidders in 'Technical bid'. The "Financial bid" will be opened at a later date. The day of opening of financial bid will be informed to successful "Technical bidders", where they or their representative could be present at the time of financial bid opening.

20. CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and response shall be in writing. However, no post bid clarification at the initiative of the bidder; shall be entertained.

21. PRELIMINARY EVALUATION:

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

- 21.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. **If the Supplier does not accept the correction of the errors, his bid shall be rejected.**
- 21.3 Prior to the detailed evaluation, pursuant to Clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Documents. For Purposes of these Clauses, a substantially responsive bid is one which conforms, to all the terms and conditions of the Bid Documents without material deviations. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.4 **A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.**
- 21.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS :

- 22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to Clause 21.
- 22.2 (a) The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered inclusive of Duties and taxes (but excluding CENVAT-able Duties & Taxes), Sales Tax, Packing, Forwarding, Freight and Insurance charges etc. as indicated in Col. 17 of the price schedule in the Sec.VII part II of the Bid-document. As stipulated in clause 9.1, Octroi/Entry Taxes are not to be included in the composite price and hence the same will not be considered for the purpose of evaluation and comparison of responsive bids. However, Octroi/Entry Taxes will be paid extra. as per actuals wherever applicable on production of proof of payment/relevant invoices/documents.
- (b) (i) "Duties & Taxes for which the firm has to furnish Cenvatable Challans/ Invoices will be indicated separately in the PO/APO.
- (ii) Vendors should furnish the correct E.D./Customs tariff Head in the price Schedule. If the credit for the Duties and Taxes under CENVAT Credit Rules, 2004 is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.

- (iii) In case the Duties & Taxes which are non CENVAT-able as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per CENVAT Credit Rules, 2004, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the CENVAT credit provided such credit is still available for the amount so paid as per CENVAT Credit Rules 2004.
- (iv) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct Tariff Head from the E.D./ Customs authority where the Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with E.D./Customs Tariff notifications.
- (v) "If the supplier fails to furnish necessary supporting documents i.e. Excise/Customs invoices etc. in respect of the Duties/taxes which are Cenvatable, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm."

23. CONTACTING THE PURCHASER:

- 23.1 Subject to Clause 20 no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 23.2 **Any effort by a bidder to modify his bid or influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.**

F. AWARD OF CONTRACT

24. PLACEMENT OF ORDER

- 24.1 The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been Approved/Validated by the Purchaser. **The Purchaser reserves the right to counter offers price(s) against price(s) quoted by any bidder.**
- 24.2 The procurement against the tender is to one year's requirement and the terms & conditions of this tender shall be operative for a period of one year from the date of issue of First Advance Purchase Order.

25. PURCHASER'S RIGHT TO VARY QUANTITIES:

- (a) BSNL will have the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract or upto 50% of the additional quantities of goods and services contained in the running tender/contract can be ordered within a period of twelve months from the earliest date of acceptance of APO at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. and supplies to be obtained within delivery period scheduled a fresh.

- (b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender/contract within a period of twelve months from the earliest date of acceptance of APO at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add on quantity.

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

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

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

27. ISSUE OF ADVANCE PURCHASE ORDER :

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

27.2 The bidder shall within 14 days of issue of the Advance Purchase Order, give his acceptance along with performance security in conformity with section IX provided with the bid documents.

28. SIGNING OF CONTRACT:

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

28.2 Upon the successful bidder furnishing of performance security pursuant to Clause 27, the Purchaser shall discharge the bid security, pursuant to clause 12.

29. ANNULMENT OF AWARD:

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

30. QUALITY ASSURANCE REQUIREMENTS:

The supplier shall have a Quality Management System supported and evidenced by the following:

- A Quality Policy.
- A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in matters of Quality.
- Procedure for controlling design/production engineering, material, choice of components/vendors, manufacturing and packing process for supplying quality products.
- System of Inward Goods Inspection.
- System to calibrate and maintain required measuring and test equipment.
- System for tracing the cause for non-conformance (tractability) and segregating products, which do not conform to specifications.
- Configuration management and change-control mechanism.
- A quality plan for the product.
- Periodical internal quality audits.
- A 'Quality Manual' detailing the above. Or infrastructure assessment certificate and Type Approval Certificate issued by "TEC" shall be furnished.

31. While all the conditions specified in the Bid Documents are critical and are to be complied. Special attention of bidder is invited to the following Clauses of the bid documents. **Non-compliance of any one of which shall result in out right rejection of the bid.**

- (i) Clause 15.1 of Section II- The bids will be recorded unopened, if covers are not properly sealed with 'PERSONAL SEAL' of the bidder.
- (ii) Clauses 12.1, 12.3 & 13.1 Section II- The bids will be rejected at opening stage if bid security is not submitted as per Clauses 12.1 & 12.3 & bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- (iii) Clause 2 & 10 Section II- If the eligibility conditions as per Clause 2, Section II is not met and/or documents prescribed to establish the eligibility as per Clause 10 section II are not enclosed, the bids will be rejected without further evaluation.
- (iv) Clause 11.2 (c) Section II- If clause by clause compliance and deviation statements as prescribed are not given the bids will be rejected at the stage of primary evaluation. In case no deviation, a statement to that effect must be given.
- (v) Section III-Commercial conditions & Section VI Technical Specification- Compliance if given using words like "Noted Understood". "Noted & understood" shall not be accepted as compliance. Mere "complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- (vi) Section VII: Price Schedule-Prices are not filled in as prescribed in price schedule.
- (vii) Section II Clause 9.5 on discount, which is reproduced below.

“Discount, if any, offered by the bidder shall not be considered Unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account”.

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

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

32. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the equipment in time. Further, the suppliers whose equipment do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.
33. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
34. The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for tender/work. In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-official part time Directors appointed by Govt. of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed and BSNL (the department) will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as :-

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.

- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

The format of the certificate to be given is
"I.....s/o.....r/o..... hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me."

SECTION - III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION :

The General Conditions shall apply in contracts made by the Purchaser for the procurement of Goods.

2. STANDARDS :

The goods to be supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Section-VI.

3. PATENT RIGHTS :

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

4. PERFORMANCE SECURITY :

4.1 All suppliers (including small scale units who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME) shall furnish performance security to the purchaser for an amount equal to 5% of the value of Purchase order within **14 days** from the date of issue of advance Purchase order by the Purchaser.

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

4.3 The Performance Security Bond shall be in the form of bank guarantee issued by a Schedule Bank and in the form provided in the Bid Document, Section IX.

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

5 INSPECTIONS AND TESTS :

- 5.1 The Purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance like Testing Instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser
- 5.2 Should any inspected or tested goods fail to conform to the Specification the Purchaser may reject them and the Supplier shall either replace the rejected goods or make all alternations necessary to meet Specification requirements free of cost to the Purchaser.
- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in Clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the Purchaser as laid down in Clause 5.4 below.
- 5.4 If any equipment or any part thereof, before it is taken over under Clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the Supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacement shall be made by the Supplier free of all charges at site. Should it fail to do so within this time, the Purchaser reserves the discretion to reject and replace at the cost of the Supplier the whole or any portion of the equipment as the case may be, which is defective or fails to fulfill the equipments of the contract. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the Supplier.
- 5.5 When the performance tests called for have been successfully carried out, the Inspector/ ultimate consignee will forthwith issue a Taking Over Certificate. The Inspector/ultimate consignee shall not delay the issue of any "Taking Over Certificate" contemplated by this Clause on account of minor defects in the equipment which do no materially affect the commercial use thereof provided that the Supplier shall undertake to make good the same in a time period not exceeding six months. The Taking over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bill Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound conditions. However, they shall not discharge the supplier of their warranty obligations. BCPC in respect of last consignment against the Purchase order will be equivalent to "Taking Over Certificate".
- 5.6 Nothing in Clause 5 shall, in any way release the Supplier from any Warranty or other obligations under this contract.

6. DELIVERY AND DOCUMENTS :

- 6.1 Delivery of the goods and documents shall be made by the Supplier to **the SSAs of Uttaranchal** in accordance with the terms specified by the Purchaser in its Schedule of Requirements and special conditions of contract, and the goods shall remain at the risk of the Supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order. In case of dispatch of material by road, the date of receipt by the consignee at site shall be taken as the "date of delivery". In case of dispatch by Rail, date of dispatch shall be deemed as "date of delivery".
- 6.2 The delivery of the goods and documents shall be completed within 6 months from the date of issue of Advance Purchase Order. First two months are for lead period and evenly distributed supply is expected in remaining four months. The actual delivery schedule will be given in Purchase Order.
- 6.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the bidders at no extra cost during laboratory evaluation, validation/ type approval and field trial if any.
- 6.4 The extension of delivery period against the purchase order, if any, should be granted subject to the condition that BSNL shall have the absolute right to revise the price(s) and also to levy penalty for the delayed supplies.

7 TRAINING:

- 7.1 The bidder shall provide training for installation and maintenance staff of the purchaser free of cost where required.
- 7.2 The bidders shall specify in his bid the number of trainees, quantum of purposed training ,pre-training qualifications required of the trainees and duration of the purposed training.
- 7.3 The bidder shall provide all training material and documents.
- 7.4 Conduct of training of the purchaser's personnel shall be at the suppliers plant and /or on - site in assembly start-up operation, maintenance and/ or repair of the supplied goods.

8. INCIDENTAL SERVICES:

- 8.1 The supplier may be required to provide any or all of the following services:
 - (a) Performance or supervision of on- site assembly and/or start-up of the supplied goods.
 - (b) Furnishing of tools required for assembly and/or maintenance of supplied goods.
 - (c) Performance of supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties provided that this service shall not relieve the supplier of any warranty/obligations under this contract.

9 SPARES:

- 9.1 The supplier shall be required to provide a list of the following material and notifications pertaining to spare parts manufactured or distributed by the supplier of spare including cost and quantity considered for arriving at the price of spares in sec. II clause 9.

- a) Such spare parts as the purchaser may elect to purchase from the supplier provided that such purchase shall not relieve the supplier of any warranty obligation under the contract.
 - b) In the event of termination of production of the spare parts, the supplier shall:
 - i) give advance notification to the purchaser pending termination (not less than 2 years), in sufficient time to enable the purchaser to procure life time spare; and
 - ii) following such advance intimation of termination, furnish at no cost to the purchaser, the blue prints, drawing and specifications of spare parts, if and when requested.
- 9.2 Over a period of three years starting from the date of final acceptance, the supplier shall supply, at his own cost, all necessary spares which have not been included in the offer as part of the requirement. These spares should be supplied within a maximum period of 30 days from the notification by the purchaser of his need.

10. WARRANTY :

- 10.1 The Supplier shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The contractors shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, twelve months after the stores have been taken over under Clause 5.5 above.
- 10.2 If it becomes necessary for the contractor to replace or renew any defective portion/ portions of the equipment under this Clause, the provisions of the Clause shall apply to the portion/portions of the equipment so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied within a reasonable time, the purchaser may proceed to do the work at the contractor's risk and expenses but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.
- 10.3 Replacement under warranty Clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

11. PAYMENT TERMS:

- 11.1 95% Payment shall be made on the proof of receipt by the consignee. For claiming this payment, the following documents are to be produced before paying authority.
- (i) Invoice clearly indicating break up details of composite price i.e Basic, E.D., Sales Tax, any other Duties and Taxes ,Freight /Packing Charges, Service Tax etc.
 - (ii) Delivery Challan
 - (iii) Supplier certificate for dispatch
 - (iv) Excise gate pass / invoice or equivalent document
 - (v) Inspection certificate of QA
 - (vi) Consignee receipt
 - (vii) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if any
 - (viii) Proof of payment of octroi/entry tax etc., if any.
 - (ix) “ if the supplier fails to furnish necessary supporting documents i.e. excise/customs invoices etc. in respect of the Duties/Taxes which are Cenvatable, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm.”
- 11.2 (i) The balance 5% payment shall be released within 6 months from the date of supply of the equipment in case there are no damage/shortages. In those cases where such shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provisions of the P.O.
- (ii) 100% payment (in place of 95%) may be made on delivery, provided that an additional Bank Guarantee for an amount equivalent to 5% of the value of supplies valid for a minimum period of seven months is furnished by the supplier along with an undertaking that the equipment/stores supplied shall be free from damages/shortages. In those cases, where, such shortages/damages are intimated to the supplier in writing, the Bank Guarantee shall be extended without fail by the supplier for a suitable period at the request of purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank Guarantee will be released only after the cases are settled in accordance with the provisions available in the Bid Document/Purchase Order. In case, where the additional Bank Guarantee for 5% is not provided, then the payment will be settled as per Clauses 8.1 & 8.2 (i) mentioned above.”

11.3 (i) Form C and also a certificate stating that the tendered item (stores) are meant for the use of BSNL shall be provided by the purchaser on the request of the bidder as and when asked for.

(ii) **No payment will be made for goods rejected at the site on testing.**

11.4 The bidder has to give the mandate for duly verified by the banker of the vendor for receiving the payment costing Rs 5 lacs & above through electronically. The bidder is required to submit the information in the prescribed Proforma available as Annexure of the bid document.

12. PRICES:

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

13. CHANGES IN PURCHASE ORDERS:

- 13.1 The purchaser may, at any time, by a written order given to the Supplier, make changes within the general scope of the contract in any one or more of the following.
- (a) Drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of transportation or packing;
- (c) the place of delivery; or
- (d) the services to be provided by the Supplier.

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

14. SUBCONTRACTS:

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

15. DELAYS IN THE SUPPLIER'S PERFORMANCE:

- 15.1 Delivery of the Goods and performance of services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its Purchase Order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either to short close/cancel this purchase order and/or recover liquidated damage charges. The cancellation/Short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance-unsupplied item at the risk and cost of the defaulting vendors.
- 15.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions, forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.
- 15.3 i) If at any time during the performance of the Contract, the Supplier encounters conditions impeding timely delivery of the goods and performance of service, the Supplier shall promptly notify the Purchaser in writing the fact of the delay, its likely duration and its causes(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks or as per provisions of clause 13.2 section III) as per provision given below.
- ii) The vendor has to submit their request for extension along with the undertaking as per clause 23.1(b) section III (fall clause) and a copy of QA Inspection certificate at least two weeks before the expiry of delivery period. The decision regarding extension shall be communicated within two weeks of the receipt of request.
- iii) In case extension is being granted beyond 20 weeks then the vendor shall submit additional BG while seeking extension. For piecemeal items the amount of additional BG shall be 5% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought. In case of infrastructure/ turnkey projects other than as stated above, 1% of the total project value shall be the value of additional BG. The additional BG shall be valid for six months beyond extension of delivery period sought and shall be discharged after the full ordered quantity has been supplied to the ultimate consignee with in the last extended delivery period on submission of inspection certificate from QA and consignee receipt without prejudice to the other remedies available to the purchaser

iv) If the vendor fails to deliver the full or partly ordered quantity even during the extended delivery period, then the purchase order shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.

16. LIQUIDATED DAMAGES :

16.1 The date of delivery of the stores stipulated in the acceptance of tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period, without prior concurrence of the Purchaser, and be accepted by the consignee, such deliveries will not deprive the Purchaser of his right to recover liquidated damages under Clause 13.2 below. However, when supply is made within 21 days of the contracted original delivery period, the consignee may accept the stores and in such cases the provision of Clause 13.2 will not apply.

16.2 i) Should the supplier fails to deliver the stores or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/or undelivered material/supply for each week of delay or part thereof for a period up to 10 (Ten) weeks and thereafter at the rate of 0.7% of the value of the delayed supply and/or undelivered material/supply for each week of delay or part thereof for another 10 weeks of delay.

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

iii) In the case of package supply/turnkey projects when the delayed portion of the supplies materially hamper installation and commissioning of the system, LD Charges shall be levied as above on the total value of the concerned package of the purchase order.

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

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

17. FORCE MAJEURE :

17.1 If, any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings; of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

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

18. TERMINATION FOR DEFAULT :

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

- a) If the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 12;
- 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 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

18.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to Para 15.1 the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the Supplier shall continue performance of the contract to the extent not terminated.

18.3(i) If at any time during the performance of the contract, the supplier encounters condition impending timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks) subject to furnishing of additional performance security by the supplier as per provision given below.

- (ii) The vendor has to submit their request for extension along with required additional BG and a copy of QA inspection certificate at least two weeks before the expiry of delivery period. The decision regarding extension shall be communicated within two weeks of the receipt of request.
- (iii) In cases of piecemeal items, the amount of additional PBG should be 5% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought; and
- (iv) In cases of infrastructure/turnkey projects other than as stated above, 1% of the total project value should be the value for additional PBG.
- (iv) The additional PBG shall be valid up to the period of original PBG.

19. TERMINATION FOR INSOLVENCY:

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

20. ARBITRATION :

20.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the CGMT Uttaranchal or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the CGMT Uttaranchal or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the CGMT Uttaranchal or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the CGMT Uttaranchal or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

There will be no objection to any such appointment that the arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such CGMT Uttaranchal or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- 20.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this Clause.
- 20.3 The venue of the arbitration proceeding shall be the Office of CGMT Uttaranchal or such other Places as the arbitrator may decide.

21. SET OFF

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

- 22. The bidders, who are given Purchase Orders, must give the details of the supplies made against all the Purchase Orders every month on the first working day of the following month to MM and the concerned Planning Branches of BSNL (Corporate Office).
- 23. The bidder should furnish the name of his collaborator (if applicable), brand name, model no. and type of the products offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

24. Fall Clause

- 24.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 12.1 of Section III. Further, if at any time during the contract
 - a) It comes to the notice of purchaser regarding reduction of price for the same of similar equipment/ service;

and /or

b) The prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract.

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

24.2

- a) The vendor while applying for extension of time for delivery of equipment/service, if any, shall have to provide an undertaking as “We have not reduced the sale price, and/or offered to sell the same or similar equipment/service to any person/organization including /Department of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.
- b) In case under taking as in Clause 21.2 (a) is not applicable, the vendor will give the details of prices, the name (s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

25. **Court Jurisdiction**

- i) Any dispute arising out of the tender/bid document/evaluation of bids/issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/tender has been issued.
- ii) Where contractor has not agreed to arbitration, the dispute/claims arising out of the Contract/PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/PO has been issued.

SECTION IV
SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the '**Instruction to the Bidder**' as contained in Section II & **General Condition of the contract** as contained in Section III and wherever there is a **conflict**, the provision herein shall prevail over those in Section II and Section III.
2. (i) The bank guarantee for bid security or NSIC certificate for claiming exemption from submission of bank guarantee against bid security as prescribed in Clauses 12.1 & 12.3 of Section II of the bid documents and the Type Approval Certificate and Proof of Execution of E.O./C.O. as required under Clause 2 of Section II shall be submitted along with the Technical bid **in separate cover**. The bank guarantee so submitted shall be as per format given in section VIII on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number. This cover should be super scribed as **"TECHNICAL BID FOR TENDER No. UAL/IFWT/Internal-Bty2008-09/MM issued on Dated: 06.12.2008**
(ii) In case where the documents required in the Technical bid are not submitted in manner prescribed under Clause 15 of section-II and 2(i) above, the Technical bid shall be declared as non-responsive and financial bid shall not be opened.
3. The small scale industries registered with National Small Industries Corporation (NSIC) under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit documents in respect of their monetary limit and financial capability **duly certified by NSIC**.
4. (i) The supply will be accepted only after quality assurance tests are carried out by the Quality Assurance Wing of BSNL as per prescribed schedule and material passing the test successfully and after authenticated excise gate pass issued by Excise Authorities.
(ii) The QA units of BSNL while clearing the equipment/stores will strictly adhere to the package discipline as described in Purchase Order. Supplies made in full, as per Purchase Order. Of all the packages during delivery only will be deemed to have been supplied with in scheduled delivery period.
Generally equipment (indigenous or imported) upon completion of TAC/Validation shall have to be supplied after successful testing by Quality Assurance Wing of BSNL. However, BSNL Board may relax this condition on case-to-case basis.
5. (i) The Purchaser intends to limit the number of technically and commercially responsive bidders to **Two (02)** from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The bidder with the lowest evaluated price will be considered for about **70%** of the tendered quantity and the balance quantity will be ordered on the remaining selected bidders inversely proportional to their quoted prices. However, the purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.
(ii) In the event of any of the eligible bidder(s) not agreeing to supply the equipment or not being considered by BSNL for ordering the equipment, interse ranking of the bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot(s). This will be done to ensure that the number of bidders supplying the equipment remains same as earlier.
6. **EVALUATION CRITERIA:** - Evaluation shall be done item wise. The sub-items indicated as "a" and "b" will be treated as one item.

SECTION - V

SCHEDULE OF REQUIREMENTS

Item No.	Type of Items with model		<u>Quantity</u> (in Nos.)
	<u>Group-A</u>		
	Types of Internal battery & Charger	To be used in Model No.	
1.	a) Internal Battery	AWXL-800	5409
	b) Battery Charger		5409
2.	a) Internal Battery	LSP-260 B LGE	610
	b) Battery Charger		610
3.	a) Internal Battery	PW 3000 P (HANTEL make)	2382
	b) Battery Charger		2382
4.	Internal battery	Airtone 800 (Jinpeng make)	150
5.	Internal battery	T1-ETS2288	1850
Internal battery & Battery Charger to be used with above Model (Item no 1 to 5) supplied as per GR/RST/01/01 June '2004 with latest amendment			
<u>Group-B</u>			
6.	7AH 12V Batteries	ETS 2288	5000

To be used with above Model (Item no 6) supplied as per GR No: GR/RST/01/01 June '2004 with latest amendment

SECTION - VI

TECHNICAL SPECIFICATIONS

The following Technical Specifications which form part of the bid documents are annexed separately.

S.No	Item	Specification No.
1.	Group-A	
	a) Internal Battery	Li-ion,1600mAH,3.7V
	b) Battery Charger	See Note Below
	a) Internal Battery	1800mAH NI-MH B18351
	b) Battery Charger	See Note Below
	a) Internal Battery	NI-MH 1400mAH 3.7V
	b) Battery Charger	See Note Below
	Internal battery	Li-ion,1600mAH,3.6V
	Internal battery	NI-MH 3.6V 1500AH
2.	Group-B	
	7AH 12V Batteries	GR/BAT-01/03 March '2004 with latest amendment No. 1 Dated 05.01.2005

NOTE : Battery chargers to be supplied in conformity with the Model's (IFWT/FWT) supplied as per GR/RST/01/01 June 2004 with latest amendment

**SECTION VII
PART - I
BID FORM**

Tender No. : UAL/IFWT/Internal Bty./2008-09/MM Dated: 06.12.2008

A: (Name & Address of the Purchaser)

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos. the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2 We undertake, if our Bid is accepted, to commence deliveries within () months and to complete delivery of all items specified in the contract within () months calculated from the date of issue of your purchase order.
- 3 If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank of a sum not exceeding 5% of the contract value for the due performance of the Contract.
- 4 We agree to abide by this Bid for a period of days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5 Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 6 Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
- 7 We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of 2008

Name and Signature

In capacity of.....

Duly authorised to sign the bid for and on behalf of

Witness

Address

Signature

Section - VII PART - II

PRICE SCHEDULE for Indigenous Equipment

S. No	Item Description	Quantity Offered	Ex-factory price (Basic unit price exclusive of all levies & charges)	Excise duty		Sales Tax		Freight forwarding & Insurance		Any other Levy/charges	Unit-Price (all Inclusive)	Duties & Taxes CENVAT-able on unit price	Unit price excluding Duties & Taxes CENVAT-able	Total price inclusive of all levies & charges excluding Duties & Taxes	Discount offered if any	Total discounted price excluding Duties & Taxes CENVAT-able	E.D. Tariff Head	Import content	Percentage (%) of customs duty	Customs Tariff Head
		(Nos).	Rs/ Nos.	%ag e .	Amt e .	%ag e .	Amt e .	%ag e .	Amt e .		(4+6+8+10+11)		(12-13)	(3x14)		(15-16)	(13-14)			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
1.	Intern Battery with charger for IFWTs Model AWWL-800 Suitable for M/s.XL Telecom																			
2.	Internal Battery with Charger for IFWTs Model LST-260B LGE suitable for M/s. Vuppula																			
3.	Internal Battery with Charger for IFWTs Model No. PW 3000P (HANTEL make) suitable for M/s ITI. Limited.																			
4.	Internal Battery for IFWTs Airtone 800 (Jinpeng make) suitable for M/s. ITI Limited.																			
5.	Internal Battery for IFWTs T1- ETS2288 suitable for M/s. Teracom.																			
6.	7AH 12V Batteries for IFWTs T1- ETS2288 suitable for M/s. Teracom.																			
Specification No: As mentioned under Section - VI																				

Note:

1. "We hereby declare that in quoting the above price we have taken into account the entire credit on inputs available under the MODVAT SCHEME included w.e.f. 1st March 1986 and further extended on more items till date".
2. If Annual maintenance Contract charges are required to be quoted as per SOR, basic charges should be shown in column-4 & the service tax in column 11 &13.
3. "We hereby certify that E.D/customs Tariff Head shown in column 18/21 are correct & CENVAT Credit for the amount shown in column 13 above are admissible as per CENVAT credit Rules 2004".
4. The bidders shall quoted separately for hardware and software as per special condition of the contract.
5. The bidders submitting their offer with concessional E.D/sales tax shall submit the proof of applicable concessional E.D/ sale tax.

SECTION - VII

PART - III

- 1.0 Tender is to be submitted in this Form only. Tender submitted by the Tenderer in their own Proforma is liable to be rejected, Separate sheets may be attached where space provided against any Clause is insufficient.
- 1.1 Tender Enquiry No. and Date :
- 1.2 Offer No. and Date :
- 2.0 Name & Address of the Firm :
- 2.1 Name of the Firm :
- Office Address :
- Telephone No. :
- FAX No. :
- 2.2 Factory Address :
- Telephone No. :
- FAX No. :
- 2.3 Name & Address of QA Concerned :
- FAX No. :
- 3.0 The offer as per proforma in Part-II is enclosed in sealed covers for individual item separately.

(Signature of the Authorised Signatory)

SECTION VIII

BID SECURITY FORM

Whereas (hereinafter called "the Bidder") has submitted its bid dated for the supply ofTender No.
..... KNOW ALL MEN by these Presents that WE OF having our registered office at (hereinafter called "the Bank") are bound unto (hereinafter called "the purchaser") in the sum of for which payment will and truly to be made of the said Purchaser, the Bank binds itself its successors and assigns by these presents.

THE CONDITIONS of the obligation are :

- 1 If the Bidder withdraws its 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 its 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 performance security, in accordance with the Instructions to Bidders.**

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

This guarantee will remain in force as specified in Clauses 12 and 28.2 of section II of the Bid Document 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
	Name
	Signed in Capacity of
	Signature of Witness
Name of Witness	Full Address of Branch
Address of Witness	Tel. No. of Branch
	Fax No. of Branch

SECTION - IX

PERFORMANCE SECURITY GUARANTEE (BOND FORM)

In consideration of the CMD, BSNL (hereinafter called "BSNL") having agreed to exempt _____ (hereinafter called "the said Contractor (s)") from the demand, under the terms and conditions of an agreement/(Purchase Order) No. _____ Dated _____ made between _____ and _____ for _____ for the supply of _____ (hereinafter called 'the said Agreement') of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for _____ we, (Name of the bank) _____ (hereinafter referred to as "the Bank") at the request of _____ (contractor (s)) do hereby undertake to pay to the BSNL an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2 We (Name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said contractor (s) of any of terms or conditions contained in the said Agreement or by reason of the contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding _____.

3 We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) /supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) /supplier(s) shall have no claim against us for making such payment.

4 We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (office/ Department) BSNL _____ certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of THREE YEARS from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

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

6 This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) /supplier(s).

7 We (Name of the Bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Date the _____ day of _____
for _____
(indicate the name of the bank)

SECTION - X

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach Asstt. General Manager (MM) before date of bid opening)

The Asstt. General Manager (MM)
O/o CGMT UAL Circle,
Dehradun.

Sub. : Authorisation for attending bid opening on _____ (date) in
the Tender of _____.

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

<u>Order of Preference</u>	<u>Name</u>	<u>Specimen Signature</u>
----------------------------	-------------	---------------------------

I.

II.

Alternate
Representative

Signatures of bidder

Or

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

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, First preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not recovered.

Annexure I

Form 2
On letter Head of Vendor

Form No. ES

APPENDIX- VIII

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
(Model MANDATE FORM)

(INVESTOR/CUSTOMER'S OPTION TO RECEIVE PAYMENT THROUGH
CREDIT CLEARING MECHANISM)

(SCHEME NAME AND THE PERIODICITY OF PAYMENT)

No. _____

1. INVESTOR/CUSTOMER NAME : _____
2. PARTICULARS OF THE BANK ACCOUNT : _____
- (A) BANK NAME : _____
- (B) BRANCH NAME : _____
- ADDRESS : _____
- TELEPHONE : _____
- (C) 9-DIGIT CODE NUMBER OF THE BANK & BRANCH : _____
- ACCOUNT TYPE : _____
- (D) (S.B. ACCOUNT /CURRENT ACCOUNT OR CASH CREDIT WITH CODE
10/1/13) : _____
- (E) LEDGER NO. /LEDGER FOLIO NO. : _____
- (F) ACCOUNT NO. : _____
- (As appearing on the cheque book) : _____
- (G) BANK RTGS NO. : _____

(IN LIEU OF THE BANK CERTIFICATE TO BE OBTAINED AS UNDER, PLEASE ATTACH A BLANK CANCELLED
CHEQUE, OR PHOTOCOPY OF A CHEQUE OR FRONT PAGE OF YOUR SAVINGS BANK PASSBOOK ISSUED BY YOUR
BANK FOR VERIFICATION OF THE ABOVE PARTICULARS)

3. DATE OF EFFECT

- (i) I hereby declare that the particulars given above are correct and complete. If the transaction is
delayed or not effected at all for reasons of incomplete or incorrect information, I would not
hold the user institution responsible. I have read the option invitation letter and agree to
discharge the responsibility expected of me as a participant under the scheme.
- (ii) I agree to bear the RTGS charges in case such chages are levied by the bank.
- (iii) I hereby authorize to A.O. (Cash) O/o CGMT UAL Dehradun to credit the payment of our
bills through RTGS A/C given above.
- (iv) I hereby undertake that till we request a change, the payment shall continue to be made in
this account.

For _____

AUTHORIZED SIGNATORY / DIRECTOR
SIGNATURE OF THE INVESTOR/CUSTOMER

DATE: _____

CERTIFIED THAT THE PARTICULARS FURNISHED ABOVE ARE CORRECT AS PER OUR RECORDS

(With Bank Seal)

Signature of the authorized official from the bank

AUTHORIZED SIGNATORY / DIRECTOR