

Bharat Sanchar Nigam Limited
(A Government of India Enterprise)
O/o the Chief General Manager, BSNL; Orissa Telecommunication Circle
Regional Repairing Centre
Door Sanchar Bhawan, Unit-IX; Bhubaneswar-751022.

BID DOCUMENT

FOR

PROCUREMENT OF

C-DOT SPARE COMPONENTS.

TENDER NO: AGM/RRC/SPC/TENDER/2013-14

| Particulars of issue of Tender documents | |
|---|------------------------------------|
| Cost of Bid Document Rs.500/- + VAT 5% | Particulars of DD number and date. |
| Name of the tenderer: | |

SDE (RRC)
O/o the C.G.M.T., BSNL
Orissa Telecommunications Circle- Bhubaneswar.

PLEASE VISIT US AT
www.orissa.bsnl.co.in



STANDARD TENDER ENQUIRY DOCUMENT
SECTION-1
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/o the Chief General Manager, BSNL Odisha Telecommunication Circle
Door Sanchar Bhawan, Bhubaneswar-751022

From: AGM (RRC)
 2nd Floor, Door Sanchar Bhawan
 Unit – 9, Bhubaneswar – 751022

To:

No.AGM/RRC/SPC/TENDER/13-14/

Dated 26/12/2013

Sub :- Tender documents for Procurement of C-DOT spare components at RRC,
 Bhubaneswar.
 Tender No.:AGM/RRC/SPC/TENDER/2013-14 issued on 26.12.2013

Please find enclosed the tender document in respect of above mentioned tender which contains the following.

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If interested, kindly submit your bid offers physically on or before date & time specified in **Clause 6 of detailed NIT**.

AGM (RRC)
Tel: 0674-2543300,
FAX:2540011

SECTION – 1 Part A
Detailed NOTICE INVITING TENDER (DNIT)

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

O/o the Chief General Manager, BSNL Odisha Telecommunication Circle

Door Sanchar Bhawan, Bhubaneswar-751022

Wax/ Tape sealed Tenders are invited by the Chief General Manager, BSNL, Odisha Circle, Bhubaneswar for undertaking the following works.

| Sl.No. | Name of the Item/Work | Estimated value (Rs.) | Bid Security/EMD Amount for the tender |
|--------|---|-----------------------|--|
| 1 | Procurement of C-DOT Spare Components at RRC, Bhubaneswar | Rs.14,29,389/- | Rs.28,588/- |

2. Purchase of Tender Document: Tender document can be obtained by downloading it from the website. "www.orissa.bsnl.co.in".

2.1 The bidders downloading the tender document are required to submit the tender fee amount through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. The DD/ banker's cheque shall be drawn from any Nationalized/Scheduled Bank in favour of **Accounts Officer (A&P), O/o the C.G.M. BSNL, Odisha Circle** and payable at **Bhubaneswar**".

2.2 The tender documents shall be issued free of cost to MSE bidders on production of requisite proof in respect of valid certification from MSME for the tendered item.

3.0 Availability of Tender Document: The tender document shall be available for downloading from 02.01.2014 onwards up to 22.01.2014 from 11-00 Hrs to 17-00 Hrs on all working days of this office.

3.2 Tenders invited shall also be available for sale and can be had from Sub-Divisional Engineer (RRC) O/o C.G.M. BSNL 2nd Floor, Door Sanchar Bhawan, Unit-IX, Bhubaneswar-751022 " against payment of Tender fee of Rs.525/- which will be payable in the form and in the name of person stated in clause 2.1 above.

Note 3: The Tender document shall not be available for download on its submission/ closing date.

4. Eligibility Criteria: - The bidders should be Indian firms/Companies having registration to manufacture C-DOT equipments/ C-DOT approved vendors/ Experienced supplier(s) to any Regional Repair Centers of BSNL/MTNL. The Experienced supplier to any BSNL/MTNL should have a minimum annual turn over of Rs. Two Lakhs for the last two financial years.

- (a) Must have successfully executed educational/commercial orders of C-DOT/BSNL/MTNL.
- (b) The bidder should submit an undertaking to the effect that none of their relatives are working in DOT/BSNL in as for the format given in Section 6 (B).
- (c) Valid PAN No.
- (d) Valid service Tax Regn. Certificate No or exemption certificate No.

4.1 The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self attested by the bidder.

5. Bid Security/EMD:

5.1 The bidder shall furnish the bid EMD in one of the following ways:-

(a) Demand Draft/ Banker's cheque drawn in favour of **Accounts Officer (A&P), O/o the C.G.M. BSNL, Odisha Circle** and payable at **Bhubaneswar**".

(b) Bank Guarantee from a scheduled bank drawn in favour of the Chief General Manager BSNL, Odisha Circle, Bhubaneswar which should be valid for 150 + 30=180 days from the tender opening date.

5.2 The MSE/NSIC units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME/NSIC for the tendered item.

6. Date & Time of Submission of Tender bids: on or before 12 Hrs & 23.01.2014 (state time & date of receipt of tender) e.g. "hh: mm of dd/mm/2014".

Note 4: In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

7. Opening of Tender Bids: At 14:00 Hours of the same tender closing date.

8. Place of opening of Tender bids:

8.2 Tenders invited through manual bidding process, authorized representatives of bidders (i.e. vendor organization) can attend the TOE at RRC (C-DOT), 2nd Floor, Room No. 208, Door Sanchar Bhawan, Unit-9, Bhubaneswar.

9. Tender bids received after due time & date will not be accepted.

10. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.

11. The "C.G.M. BSNL, Odisha Circle, Bhubaneswar" reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.

12. The bidder shall furnish a declaration in his tender bid that no addition /deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

12.1 In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily.

Note 5: All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note 6: All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

SECTION – 1 Part B
News Paper NIT (NNIT)
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/o the Chief General Manager, BSNL Odisha Telecommunication Circle
Door Sanchar Bhawan, Bhubaneswar-751022

NOTICE INVITING TENDER

Tender No. AGM/RRC/SPC/Tender/2013-14 dtd. 26/12/2013

Wax/ Tape sealed Tenders are invited by the Chief General Manager, BSNL, Odisha Circle, Bhubaneswar for undertaking the following works.

| Sl.No. | Name of the Item/Work | Quantity | Estimated cost |
|--------|---|-----------|----------------|
| 1 | Procurement of C-DOT Spare Components at RRC, Bhubaneswar | 101 items | Rs.14,29,389/- |

Last date of receipt of tender is 23.01.2014 up to 12.00 Hrs.

For further detailed information, kindly visit our website www.orissa.bsnl.co.in

SDE (RRC)

Tel. No-2543300, FAX No 2540011

SECTION- 2

Tender Information

1. Type of tender- :

- a) No. of Bid Submission Stages for tender: **Single Stage.**
- b) No. of Envelopes for submission of Bids: **Two Nos.**

Note 4:- The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.

2. **Bid Validity Period / : 150 days from the tender opening date.** **Validity of bid Offer**

3. In case of tenders invited under two envelopes system, the first envelope will be named as techno-commercial & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelop will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents :-

a) **Techno-commercial envelope** shall contain :-

- i) EMD
- ii) Cost of the tender documents i.e. tender fee.
- iii) Certificate(s) showing fulfilment of the eligibility criteria(s) stated in Clause 4 of the DNIT
- iv) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A
- v) Integrity Pact (if applicable)
- vi) Clause by clause compliance as per clause 11.2 of Section-4A
- vii) Bidder's Profile & Questionnaire duly filled & signed.
- viii) Non-Relation Certificate duly filled & signed.
- ix) Undertaking & declaration duly filled & signed
- x) Documents stated in clause 10 of Section-4 Part A.
- xi) Tender documents duly signed at the end of each section for having read it & accepted it.
- xii) Tender/ Bid form- Section 9 Part A

b) **Financial envelope** shall contain:

- i) Bid form- Price Schedule (Section 9 Part –B) duly filled & signed.

4. **PAYMENT TERMS**

- 11. (i) **95%** payment shall be made on proof of receipt by the consignee. For **claiming 95% payment**, the following documents are to be submitted along with bill(s). The bills shall be submitted in duplicate.
- (ii) Invoice clearly indicating break up details of composite price i.e. Basic, ED, Sales Tax, any other duties and taxes, Freight/ Packing charges, Service Tax etc.
- (iii) Delivery challan
- (iv) Clear RR/Goods carrier receipt
- (v) Supplier certificate for dispatch
- (vi) Excise Gate pass / invoice or equivalent document.
- (vii) Payable copy of validation/Inspection Certificate from the inspecting officers with a photo copy.
- (viii) Consignee receipt in case of despatch by Road.
- (ix) Proof of payment of octroi/Entry Tax, if any.

- (x) “If the supplier fails to furnish necessary supporting document i.e excise/ custom invoices etc. in respect of the duties and taxes which are CENVAT-able, the amount pertaining to such duties and taxes will be deducted from the payment due the firm”.
- (xi) The Sea freight receipt as per the rates approved by the Ministry of Water & Surface Transport, if applicable.

5. DELIVERY SCHEDULE

- (i) Delivery of the goods and documents shall be made by the bidder in accordance with the terms specified by the customer in its schedule of requirements and special conditions of contracts.
- (ii)
- (iii) 6.2 The delivery of the goods and documents shall be completed within time frame.

6. CONSIGNE

SDE, RRC, 2nd Floor
Door Sanchar Bhawan,
Unit – 9, BBSR-22

**SECTION- 3 Part A
SCOPE OF WORK**

A. General :

B. Scope of Work:

SECTION- 3 Part B

TECHNICAL SPECIFICATIONS/ Requirements

A. General :

B. Technical specifications:

SECTION-3 Part C

SCHEDULE OF REQUIREMENTS (SOR)

| SL. NO. | GOODS/SERVICES | QUANTITY | Unit of Measurement (Km/kg/No.etc.) |
|---------|------------------------|---------------------|--|
| 1. | C-DOT Spare Components | As per Annexure - E | Nos. |

Note : Bidder shall furnish the detailed Bill of Material (BOM) for each SOR item mentioned above. The detailed Bill of Material should clearly mention all the components including quantities, constituting the SOR item. The priced Bill of Material should be submitted in the envelope containing the price bid and unpriced Bill of Material should be submitted in the envelope containing the techno-commercial part. There should not be any difference in the items and quantities in the priced and the unpriced BOMs.

SECTION-4 Part A

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1.0 DEFINITIONS

- (a) **"The Customer"** means the CGM, BSNL, Odisha Circle, Bhubaneswar.
- (b) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid.
- (c) **"The Contractor"** means the individual or firm supplying the goods under the contract.
- (d) **"The Advance Purchase/Work Order"** or **"Letter of Intent"** means the intention of Customer to place the PO/WO on the bidder.
- (e) **"The Purchase/Work Order"** means the order placed by the Customer on the bidder signed by the Customer including all attachments and appendices thereto and all documents incorporated by reference therein. The Work Order shall be deemed as **"Contract"** appearing in the document.
- (f) **"The Contract Price"** means the price payable to the Contractor under the Work Order for the full and proper performance of its contractual obligations.
- (g) **"Successful Bidder(s)"** means the bidder(s) to whom work in this tender is awarded.

2.0 ELIGIBILITY CONDITIONS:

- 2.1 Kindly refer to clause 4 of Section – 1 i.e. Detailed NIT.

3.0 Cost of Bidding

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

4.0 DOCUMENTS REQUIRED

- 4.1 The goods required to be supplied, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.
- 4.2 The Bidder is expected to examine all instructions, forms, terms and conditions in the Bid Documents and clarifications/amendments/addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5.0 Clarification of Bid Documents

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Customer in writing by FAX or by Email of the Customer as indicated in the invitation of Bid. The Customer shall respond in writing to any request for the clarification of the Bid Documents, which it receives **21 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by the Customer 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 shall amount to an amendment of the relevant clauses of the bid documents.

6. Amendment of Bid documents:

6.1 The Customer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.

6.2 The amendments shall be notified in writing by FAX or Email or by Addendum to all prospective bidders on the address intimated at the time of purchase of bid document from the customer and these amendments will be binding on them.

6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the Customer may, at its discretion, extend the deadline for the submission of bids suitably.

7.0 DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall ensure availability of the following components:

(a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10.

(b) Bid Security furnished in accordance with Clause 12.

(c) A Clause by Clause compliance as per clause 11.2 ©.

(d) A Bid form and price schedule completed in accordance with clause 8 & 9.

8.0 BID FORM

8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the services to be provided, brief description of the services and prices as per Section- 9.

9.0 BID PRICES:

9.1 The bidder shall give the total composite price inclusive of all levies & taxes i.e. Sales Tax and Excise, packing, forwarding, freight and insurance charges etc but exclusive of Octroi/Entry Tax. Octroi/Entry Tax shall be reimbursable on actual basis on presentation of documentary proof. The basic unit price and other component price need to be individually indicated against the goods under the contract as per price schedule given in Section X Part B. Prices of incidental services should be quoted. The offer shall be firm in Indian Rupees. No foreign exchange will be made available by the purchaser.

Bidders shall have to quote price(s) against all the items, listed in the Annexure-‘E’.

9.2 Prices indicated on the Price Schedule shall be entered in the following manner.

(i) The basic unit price (Ex-Factory price) of the goods, Excise duty, Sales Tax, Insurance, Freight and forwarding other levies/taxes already paid or payable by Bidder shall also be quoted separately item wise.

(ii) Form C shall be issued on request.

(iii) Stores may be delivered to the Sub-Divisional Engineer, Regional Repair Centre; Door Sanchar Bhawan, Unit-IX- Bhubaneswar, and the AO (A&P), O/o the CGMT, BSNL; Orissa shall be the paying authority.

- (iv) The Suppliers shall quote as per price schedule given in Section IX Part- B for the items given in the schedule of requirement.
- 9.3 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.4 The 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 BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in para 9.1 above subject to other terms and conditions as stipulated in clause 22.2 of section-4 Part - A and Clause 11 of section-5 Part A of bid document.
- 9.7 Any monetary benefit to be passed on to the Purchaser as a result of **MODVAT** or any other scheme if not quantified shall not be taken into consideration.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 10.1 The bidder shall furnish the following documents in technical bid to establish its eligibility:
 - i. Certificate of incorporation
 - ii. Articles of Memorandum of Association or partnership deed or proprietorship 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. Power of Attorney as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c).
 - vi. Documentary proof of applicable rate of ED/ CD/ Sales Tax/ VAT /Service Tax.
 - vii. Latest & Valid NSIC Certificate for the tendered items duly certified by NSIC if applicable.
 - viii. Document establishing the fact that the firm is an approved C-DOT manufacturer/ vendor.
 - ix. Experience Certificate, issued by BSNL/MTNL officer not below the rank of Divisional Engineer in support of supplies made to any RRC.
 - x. Undertaking in respect of nonworking of relatives in BSNL.
- Note: If any of the above documents required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, the purchaser may at its discretion call for any clarification regarding the document. The purchaser may also ask for submission of any additional/missing document within a stipulated time period. In such case(s), the bidder shall have to comply the purchaser's requirement within the specified time. In case of non-compliance to such

queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

10.2 Documentary evidence for financial and technical capability
a) The bidder shall furnish documentary evidence about technical to perform the contract.

10.3 In order to enable the Customer to assess the proven-ness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.

11.0 DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BID DOCUMENTS

11.1 Pursuant to clause 7 the bidder shall furnish as part of his bid, documents establishing the conformity of his bid to the Bid documents of all goods and services which he proposes to supply under the contract.

11.2 The documentary evidence of the goods and services; conformity to the Bid Documents may be in the form of literature, drawings, data 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 functioning; 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. **A bid without clause-by-clause compliance on Technical Specification, Commercial Conditions and special conditions shall not be considered.**

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

12.0 BID SECURITY / EMD

12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).

12.2 The MSE bidders are exempted from payment of bid security:

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- c) MSE unit is required to submit its monthly delivery schedule.
- d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

- 12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.4. A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Customer being non-responsive at the bid opening stage and returned to the bidder unopened (for manual bidding process).
- 12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period 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, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause No. 24.4 and 27.3 of this section.
- 12.7 The bid security may be forfeited:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - b) In the case of successful bidder, if the bidder fails to sign the contract in accordance with clause 28;
 - (c) The front bidder shall submit an irrevocable undertaking in non-judicial stamp paper of appropriate value 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 participating in future tenders/EOIs/ RFPs of BSNL for a period of two years.
- 13.0 PERIOD OF VALIDITY OF BIDS**
- 13 .1 Bid shall remain valid for period specified in clause 2 of Tender Information. A bid valid for a shorter period shall be rejected by the customer being non-responsive.
- 13.2 In exceptional circumstances, the customer may request the consent of the bidder for an extension to the period of 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. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.
- 14.0 FORMAT AND SIGNING OF BID**
- 14.1. The bidder shall submit his bid, through sealed envelopes physically complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, by hand signatures by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- Note:-** The Customer may ask the bidder(s) to supply, besides original bid, additional copy of bids as required by him.
- 14.2. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All

pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

14.3 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) 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.
- (c) 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) Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

15.0 SEALING AND MARKING OF BIDS

15.1 The bid should be submitted as per Clause 3 of tender information.

15.1.1 The bids is called under

- a) Single Stage Bidding & Two Envelope System
The details of sealing & marking of bids is given below:

15.1.2 In Single stage bidding & two envelopes system, the bidder shall submit his bid in two envelopes;

The First envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per clause 2 & 10 with Bid Security as per Clause 12. Second envelope will be named as Financial bid containing Price Schedules as per Section 9 Part B(I) .The cover of first envelope shall contain the 'Original Copy' of the Techno-commercial bid, subject to clause 14.2, duly marked ' TECHNO-COMMERCIAL BID '. The cover of second envelope shall contain the 'Original Copy' of the financial bid, subject to clause 14.2, duly marked ' FINANCIAL BID '. Both the envelopes should be sealed separately and further kept in a single main envelope under the personal seal of the bidder.

15.2 a) The envelopes shall be addressed to the Customer inviting the tender at the following address.

**Assistant General Manager (RRC)
O/o the Chief General Manager, BSNL
Odisha Telecom Circle, Room No.208
2nd Floor, Doorsanchar Bhawan, Bhubaneswar-751022**

- b) The envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- c) The inner and outer envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- d) Tender should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). 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 up to

specified time & date as stated in NIT to AGM(RRC) at the venue (address is given in clause 15.2 (a) above). The Customer shall not be responsible if the bids are delivered elsewhere.

f) Venue of Tender Opening:

(g) Room No.208, 2nd Floor, Doorsanchar Bhawan, Bhubaneswar-751022

If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently on Room No.208, 2nd Floor, Doorsanchar Bhawan and notice board.

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

16.0 SUBMISSION OF BIDS

16.1. Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of Section-I i.e. DNIT.

16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

16.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all or some of the systems/ equipment 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.

17.0 LATE BIDS

17.1 No bid shall be accepted either online or physically after the specified deadline for submission of bids prescribed by the Customer.

18 MODIFICATION AND WITHDRAWAL OF BIDS

18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.

18.2 The bidder's modification, revision or withdrawal shall have to be physically as per clause 15.

18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19.0 OPENING OF BIDS BY PURCHASER

19.1 The customer shall open bids physically in the presence of the authorized representatives of bidders physically present who chose to attend, at time & date specified in Clause 7 of D NIT(Section-1) on due date. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section-7 C).

19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

19.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee

(i) In Single stage bidding & two envelopes system; the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to AGM (RRC) O/o CGM BSNL, Odisha, BBSR for retention.

Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/authorized representatives by sending them a suitable notice.

(ii) The following information should be read out at the time of Techno-commercial bid opening:-

- a) Name of the Bidder
- b) Name of the item/Work
- c) EMD amount & validity and acceptability
- d) Information in respect of eligibility of the bidder.
- e) Details of bid modification/ withdrawal, if applicable.

(iii) The following information should be read out at the time of Financial bid opening:-

- a) Name of the Bidder
- b) Name of the item/Work
- c) Quantities/prices quoted in the bid
- d) Discount, if offered
- e) Taxes & levies

19.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

20.0 CLARIFICATION OF BIDS

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

20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the customer at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21.0 PRELIMINARY EVALUATION

21.1 Customer 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. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted in column 12 does not tally with its breakup quoted in col. 4, 6, 8, 10 & 11, the same shall be corrected by summing up the breakups. 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 customer.

21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of the errors, its bid shall be rejected.

- 21.4 Prior to the detailed evaluation pursuant to clause 22, the Customer will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material/service deviations. The customer's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 A bid, determined as substantially non-responsive will be rejected by the customer and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6 The Customer may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material/service deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 22.1 The Customer shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods/services offered inclusive of taxes as arrived in Col. 3 of the price schedule in the Section-9 Part B (I) of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above.

23.0 CONTACTING THE PURCHASER

- 23.1 Subject to Clause 20, no bidder shall try to influence the Customer 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 its bid or influence the customer in the customer's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

24.0 PLACEMENT OF ORDER

- 24.1. The Customer shall consider placement of orders for commercial supplies/services only on those eligible bidders whose offers have been found technically, commercially and financially acceptable. The customer reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2. The customer reserves the right for the placement of order of entire tendered quantity/service on the bidder with the lowest evaluated price.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

- (a) BSNL reserves 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.
- (b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/contract within a period of twelve months from the date of acceptance of first APO in the tender 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 afresh.
- (c) 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 date of acceptance of first APO in the tender 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.

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 grounds of Customer's action.

27. ISSUE OF ADVANCE PURCHASE ORDER

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

27.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section-7B.

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 performance security pursuant to clause 27, the Customer shall discharge the bid security in pursuant to clause 12.

29. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Customer may make the award to any other bidder at the discretion of the Customer or call for new bids.

30. QUALITY ASSURANCE REQUIREMENTS

The bidder shall have Quality Management System supported and evidenced for periodical internal visit.

31. REJECTION OF BIDS

31.1 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 these shall result in outright rejection of the bid.

a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.

b) Clause 2 & 10 of Section-4 Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of Section 4 Part A are not enclosed, the bids will be rejected without further evaluation.

c) Clause 11.2 (c) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.

d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood"

shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.

e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.

f) Section-4 Part A clause 9.5 on discount which is reproduced below:-

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

- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4 Part A, 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 the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3 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.
- 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

32. Purchaser's right to disqualify

Purchaser reserves the right to disqualify the bidder for a suitable period (not less than one year & not more than 2 years) who habitually failed to supply the equipment/services in time. Further, the suppliers whose equipment/services does not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period (not less than one year & not more than 2 years) as decided by the purchaser.

33. PURCHASER'S RIGHT TO BAN BUSINESS DEALINGS

Purchaser reserves the right to bar the bidder from participating in future tenders/EOIs/ RFPs of BSNL for a period of two years in case he fails to honour its bid without sufficient grounds.

34. NEAR-RELATIONSHIP CERTIFICATE

- 34.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. 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 and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

- 34.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 34.3 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).
- 34.4. The format of the certificate is given in Section 6 (B).

35. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

As per requirement of the tender's conditions, if any document / paper / certificate submitted by the participant bidder is found to be false / fabricated / tempered / manipulated at any stage during bid evaluation or award of contract, then the bid security (EMBG) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm. In case contract has already awarded to the bidder, then PBG would be forfeited and the contract would be rescind / annulled and BSNL would be at liberty to procure the ordered goods and services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm.

Note : To obviate any possibility of doubt and dispute and maintain veracity of the documents / papers / certificates, the documents conforming to eligibility part will be submitted by the participant bidder duly authenticated by the authorized signatory along with EMBG (bid security) of requisite amount and will be checked at the time of tender opening. The documents / papers to be submitted in respective bid part will be explicitly mentioned in clause- 31(vii) of Section-4 Part A. This bid part already signed by the authorized representative of the bidder company during bid submission) will be signed by the in charge of the tender opening team and will be kept preserved along with the bid submitted online. In case of any dispute these papers will be treated as authentic one.

36. Security Clause as per latest guidelines and requirement

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed.

SECTION- IV PART B
SPECIAL INSTRUCTION TO BIDDER

SPECIAL INSTRUCTIONS TO BIDDERS

The Special Instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in Section-4 Part A i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB), the provisions herein shall prevail.

1. Eligibility Conditions

Eligibility conditions for each tender shall be framed on case-to-case basis and shall be got approved from the tender approving authority. Some hints on framing of eligibility conditions are given below: The eligible bidders should be Indian companies registered to manufacture the tendered item in India, having obtained clearance from Reserve Bank of India wherever applicable.

Note :- The eligibility conditions for procurement of different types of equipment should be decided taking into account:

1. Type of equipment
2. First procurement or repetitive procurement
3. Available base of type approved vendors
4. Status of commercial/ Educational order execution

The bidder or its collaborator should have supplied 25% of the tendered quantity to any their telecom service provider and a certificate given by the competent authority to be enclosed along with the bid. The supply will be accepted only after Inspection and quality assurance test are carried out by the designated officer {SDE-RRC/AGM-RRC}.

2 . Bid Security

The bank guarantee/DD for bid security or Micro & Small Enterprise (MSE) registration certificate for claiming exemption from submission of bid security, as prescribed in clauses 12.1 & 12.2 of Section-4 A of the bid document should be submitted by the bidder in a separate cover. The bank guarantee/DD so submitted shall be as per the format given in Section-7 E 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.

3. Distribution of Quantity

(i) The Purchaser intends to limit the number of technically and commercially responsive(N) bidders from the list of such bidders arranged in increasing order of their valuated prices starting from the lowest for the purpose of ordering against this tender. The distribution of the quantity shall be as given in Table 1 below.

Table 1(A) (Without provisions for MSE Units)

| No. of eligible bidders | Distribution of quantity among the vendors. | L1 Bidder | L2 Bidder |
|-------------------------|---|-----------|-----------|
| (i) | (ii) | (iii) | (iv) |
| One | L1 bidder | 100% | Nil |

SECTION-5 Part A

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general condition shall apply in contracts made by the customer for the procurement of goods/services.

2. STANDARDS

The goods/services supplied under this contract shall conform to the standards prescribed.

3. PATENT RIGHTS

The bidder shall indemnify the customer 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 bidders (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the customer for an amount equal to 5% of the value of Advance 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 customer as compensation for any loss resulting from the bidder'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 scheduled Bank and in the proforma provided in 'Section-7B of this Bid Document.

4.4 The performance security Bond will be discharged by the customer after completion of the supplier's performance obligations including any warranty obligations under the contract.

5. INSPECTION AND TESTS

5.1 The Customer or its representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications.

5.2 Should any inspected or tested goods fail to conform to the specifications the customer may reject them and the bidder shall either replace the rejected goods or make all alterations necessary to meet Specification / requirements free of cost to the customer.

6. DELIVERY AND DOCUMENTS

6.1 Delivery of the goods and documents shall be made by the bidder in accordance with the terms specified by the customer in its schedule of requirements and special conditions of contracts.

6.2 The delivery of the goods and documents shall be completed within time frame.

7. (Not Applicable)

8. (Not Applicable)

9. (Not Applicable)

10. WARRANTY:

10.1 The contractor shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The Contractor shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty 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

11.1a). i. **95%** payment shall be made on proof of receipt by the consignee. For **claiming 95% payment**, the following documents are to be submitted along with bill(s). The bills shall be submitted in duplicate.

- (ii) Invoice clearly indicating break up details of composite price i.e. Basic, ED, Sales Tax, any other duties and taxes, Freight/ Packing charges, Service Tax etc.
- (iii) Delivery challan
- (iv) Clear RR/Goods carrier receipt
- (v) Supplier certificate for dispatch
- (vi) Excise Gate pass / invoice or equivalent document.
- (vii) Payable copy of validation/Inspection Certificate from the inspecting officers with a photo copy.
- (viii) Consignee receipt in case of despatch by Road.
- (ix) Proof of payment of octroi/Entry Tax, if any.
- (x) "If the supplier fails to furnish necessary supporting document i.e excise/ custom invoices etc. in respect of the duties and taxes which are CENVAT-able, the amount pertaining to such duties and taxes will be deducted from the payment due the firm".

- (xi) The Sea freight receipt as per the rates approved by the Ministry of Water & Surface Transport, if applicable.
- 11.2 a) The balance 5% shall be released on presentation of bills within six months from the date of supply of the equipments 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 provision of the P.O. All claims for payment will be supported by bills.
- b). 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 7(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 damages / Shortages 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 shall 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 is not provided, then the payment will be settled as per clauses 11.1 and 11.2 (a) mentioned above.
- 11.3 a) 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. Any increases in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the contractor's account. However benefit of any decrease in these taxes /duties shall be passed on to the purchaser by the supplier.
- b) No payment will be made for goods rejected at the site on testing.
- 11.4 The bidder has to give the mandate for receiving the payment costing Rs. 5 Lakh and above electronically and the charges, if any levied by the bank has to be borne by the bidder/supplier.
The Bidder/company are required to give following informations for this purpose.
- i. Beneficiary bank name
 - ii Beneficiary branch name.
 - iii IFSC code of beneficiary branch
 - iv. Beneficiary account number.
 - v. Branch serial number (MICR number)

12. PRICES

- 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 this 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's 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 customer may, at any time, by a written order given to a bidder, 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 supplied 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.

14. SUBCONTRACTS

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

15. DELAYS IN THE SUPPLIER'S PERFORMANCE

15.1 Delivery of the performance of the services shall be made by the bidder in accordance with the time schedule specified by the customer in its purchase order. In case the service is not completed as indicated in the Purchase Order, customer reserves the right to short-close/ cancel this purchase order and/ or recover penalty.

15.2 Delay by the Bidder in the performance of its delivery of service obligations shall render the Bidder liable to any or all of the following sanctions:

- (a) forfeiture of its performance security,
- (b) imposition of penalty, and/ or liquidated damages.
- (c) Short closure of the contract in part or full and/ or termination of the contract for default.

15.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of performance of delivery of goods, the supplier shall:

(a) Promptly notify to the Customer in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, the Customer shall evaluate the situation and may at its discretion extend the period for performance of the contract.

(b) The vendor has to submit their request for extension along with the undertaking as per clause 24 Section-5A (Fall Clause) and a copy of QA inspection certificate at least two weeks before the expiry of delivery period. The vendor shall also submit unconditional acceptance of the conditions for delivery period extension i.e. applicability of liquidated damages, prices to be provisional and to be regulated as per clauses 12.3 and 24 of section-5A and submission of additional BG, wherever applicable. The decision regarding extension shall be communicated within two weeks of the receipt of request and after receipt of the unconditional acceptance and the undertaking mentioned above.

(c) 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 for 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 within 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.

(d) If the vendor fails to deliver the full ordered quantity even during extended delivery period then the PO shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.

(e) Format of (i) letters conveying conditions of DP extension and (ii) DP extension letter are at Section 7 Part A & Part B.

15.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities 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 16.2 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 16.2 will not apply. The 21 days grace period will be allowed only if the equipment has been certified/ inspected by QA and dispatched within the original delivery schedule.

16.2

16.2.1 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 materials/supplies for each week of delay or part thereof for a period of up to **10(Ten) weeks** and thereafter **@ 0.7%** of the value of the delayed supply and or undelivered materials/supplies for each week of delay or part thereof for another 10(Ten) weeks of delay.

16.2.2 D.P. extension beyond twenty weeks would not be generally allowed. The extension beyond twenty weeks may be decided in most exceptional circumstances on case to case basis by the Chief General Manager, BSNL Orissa Circle; Bhubaneswar stating reasons and justifications for grant of extensions of delivery period beyond twenty weeks.

16.2.3 In the case of package supply/turnkey projects, where the delayed portion of the supply materially hampers installation and commissioning of the systems, L/D Charges shall be levied as above on the total value of the concerned package/project of the purchase order.

16.2.4 **Quantum of liquidated damages assessed and levied by the purchaser and 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 supply is made to the ultimate consignee within 21(twenty one) days of QA clearance in the extended delivery period and the goods were dispatched within this delivery period, the consignee may accept the stores and in such cases the L.D. charges shall be levied up to the date of dispatch after QA clearance only.

16.2.5 The total value of liquidated damages as per above sub clauses shall be limited to a maximum of 12(Twelve)% i.e. LD shall be levied up to twenty weeks only as per provision at para-16.2.1

16.3 In cases where the scheduled delivery period is distributed month-wise or is in installments, the liquidated damages shall be imposed for delay in each scheduled month/ installment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/ installment and the corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/ installment but there is delay in month-wise/ installment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/ installments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ installment.

- 16.4 Wherever Clause of grace period of 21 days exists in the Purchase Order as well as in the Tender document against which the Purchase Order has been released, applicability of the grace period shall be subject to:
- (a) The Store has been offered to 'QA' by the Supplier for Inspection/Testing within the contracted original delivery period.
 - (b) 'QA' has cleared the equipment for dispatch within the contracted original delivery period.
 - (c) The Supplier has carried out dispatch/ dispatched the equipment with in contracted original delivery period. For claiming benefit of grace period, the supplier shall have to satisfy the Paying Authority by furnishing documents of dispatch confirming that it has actually dispatched the equipment within contracted original delivery period.
 - (d) The Store has been received by the ultimate consignee with in 21 days of the expiry of contracted original delivery period.
 - (e) The grace period of 21 days shall be allowed only in those cases which fulfill all the conditions given in Para (a) to (d) above. During grace 16.1.1 period no LD charges shall be levied.

17. **FORCE MAJEURE**

17.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons 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 claim for damages/penalty against 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 an event 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. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

18. TERMINATION FOR DEFAULT

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

(a) if the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15;

(b) if the bidder fails to perform any other obligation under the contract.

(c) if the supplier, in either of the above circumstances, does not remedy its failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

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 the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CMD, BSNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CMD, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CMD or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CMD or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. There will be no objection to any such appointment on the ground that the arbitrator is a 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 a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CMD, BSNL or the said officer shall appoint another person to act as an 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 both the parties enlarge the time frame for making and publishing the award. Subject to the 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 arbitration shall be BSNL CO New Delhi and/or Circle/SSA HQ or the office of the Arbitrator situated at New Delhi or at the respective Territorial Circle/SSA HQ ,as the case may be.

21. SET OFF

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

22. INTIMATION OF SUPPLY STATUS

The bidders, who are given Purchase Orders, must give the details of the supplies/works made against all the Purchase Orders every month on the first working day of the following month to the concerned User Branches of BSNL.

23. DETAILS OF THE PRODUCT

The bidder should furnish the name of its collaborator (if applicable).

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-5A. Further, if at any time during the contract

(a) It comes to the notice of purchaser regarding reduction of price for the same or 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.

24.2 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 its performance security.

24.3 The vendor while applying for extension of time for delivery of equipment/ services, 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.*"

24.4 In case under taking as in Clause 24.3 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

25.1 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.

25.2 Where a 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. Accordingly, a stipulation shall be made in the contract as under.

“This Contract/ PO is subject to jurisdiction of Court at **Bhubaneswar/Cuttack** only”.

26. General Guidelines:-

“The General guidelines as contained in Chapter 5, 6 and 8 of General Financial Rules as amended from time to time on works, procurement of goods and services and contract management respectively shall also be referred to as guiding principles”.

SECTION –5 Part B
SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)
(To be provided by User cell)

Loading:-

- (a) In case any item is not quoted by a Bidder mentioned in the SoR of the tender document or the price of any item is not available in its own bid, then the bid shall be loaded by the highest price quoted by any of the bidders for that item. The loaded item shall be supplied at lowest cost quoted by any of the bidder.
- (b) Cases in which the bidder has quoted for less quantity for any of the items than that indicated in the SoR of the tender document, then the price bid shall be loaded to the extent of the difference in quantity of the item to meet the full requirement of the SoR on a pro-rata basis for the purpose of evaluation & ordering.
- (c) No de-loading of the bid is envisaged, if the quoted quantity in the bid is higher than that requested in the tender for the purpose of evaluation.
- (d) Offer to the L1 bidder(s) after correcting the arithmetical errors and effecting change in unit prices due to loading shall not tantamount to counter offer. If not accepted by the bidder, then he/ she shall be liable to be barred from participating in future tenders/ EOIs/ RFPs of BSNL for a period of two years.

SECTION-6

UNDERTAKING & DECLARATION

6(A) - For understanding the terms & condition of Tender & Spec. of work

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

.....

Signature of Tenderer

Place:

Name of Tenderer
Along with date & Seal

6 (B) – NEAR-RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given as per the clause 34.4 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

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."

Signature of the tenderer
With date and seal

SECTION- 7

PROFORMAS

7(A) For the BIDSECURITY/ EMD Guarantee

(To be typed on Rs.100/- non-judicial stamp paper)

Sub: Bid Security/EMD guarantee.

Whereas M/s
R/o (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./- (hereafter known as the "B. G. Amount") valid upto/...../ 20..... (hereafter known as the "Validity date") in favour of the Chief General Manager, BSNL Odisha Circle, Bhubaneswar (A (Hereafter referred to as BSNC) for participation in the tender of work of vide tender no.
Now at the request of the Bidder, We
Bank Branch
having
(Address) and Regd. Office address
as
..... (Hereinafter called "the Bank") agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNC by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (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 BSNC 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 the "B. G. Amount".
3. We undertake to pay to the BSNC any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding 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 bidder(s) shall have no claim against us for making such payment.
4. We 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 BSNC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNC Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNC that the BSNC 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 bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNC against the said bidder(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 Bidder(s) or for any forbearance, act or omission on the part of the BSNC or any indulgence by the BSNC to the said bidder(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. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNC under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNC demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "**AO (A&P) O/o CGM BSNL Odisha Circle**, payable at **Bhubaneswar**."
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

7(B) For the Performance Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

Sub: Performance guarantee.

Whereas Chief General Manager BSNL Odisha Circle, Bhubaneswar (hereafter referred to as BSNC) has issued an APO no. Dated/...../20..... awarding the work of to M/s R/o (hereafter referred to as "Bidder") and BSNC has asked him to submit a performance guarantee in favour of the CGM, BSNL Odisha Circle, Bhubaneswar of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date") Now at the request of the Bidder, We BankBranch having (Address) and Regd. office address as (Hereinafter called "the Bank") agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNC that if in the opinion of the BSNC, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNC the said sum limited to P.G. Amount or such lesser amount as BSNC may demand without requiring BSNC to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNC shall be conclusive as regards the liability of Bidder to pay to BSNC or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNC regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNC shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNC against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNC or any indulgence by BSNC to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. Notwithstanding anything herein contained;
(a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
(b) The guarantee shall stand completely discharged and all rights of the BSNC under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNC demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (A&P) O/o CGM BSNL, Odisha Circle" payable at Bhubaneswar.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

7 (C) For Letter of Authorization for attending Bid Opening Event.

(To be typed preferably on letter head of the company)

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the tender no. in respect of (Item of work) which is due to open on (date) in the Meeting Room, O/o

We hereby authorize Mr. / Ms.& Mr. / Ms..... (alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....
Signature of the Representative

.....
Name of the Representative

Signature of Bidder/ Officer authorized to sign on behalf of the Bidder

.....
Signature of the alternative Representative

.....
Name of the alternative Representative

Above Signatures Attested

- Note** 1: Only one representative will be permitted to attend the Bid opening
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

7(D) Model Amendment Letter Intimating Conditions for Extension of Delivery Period

(Refer to Appendix (i) to clause 15.3 of Section-5 Part A)

Registered A Due

Address of the purchaser

To

M/s
.....

Sub: This office contract no..... dated placed on you for supply of

Ref : Your letter no..... dated

We are in receipt of your letter, wherein you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning. In view of the circumstances stated in your above referred letter, the time of delivery can be extended from _____ (original/ last delivery period) to _____ (presently agreed delivery period) subject to your unconditional acceptance of the following terms and conditions:

1. That, liquidated damages shall be levied in accordance with agreed clause 16.2 & 16.3 Section-5 Part A of terms and conditions of the tender/ PO.
2. That, notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section-5 Part A.
3. That, the prices during this extended delivery period shall be provisional and shall be governed as per agreed clauses 12 and 24 of Section 5 Part A and shall be finalized in accordance with the current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.) from the date of its opening, on whichever is lower basis.
4. An additional BG of Rs._____in accordance with clause 15.3, Section- 5PartA of the contract with validity up to _____.
5. An undertaking as required vide clause 24.3, Section-5A. Otherwise furnish the details as requisite in clause 24.4 section 5 Part A" Please intimate your acceptance of this letter along with the additional BG within ten days of the issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you. This letter shall form part and parcel of the agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,
(.....)
for and on behalf of.....

Note : The entries which are not applicable for the case under consideration are to be deleted.

7(E)- Model Amendment Letter for Extension of Delivery Period

Appendix (ii) to clause 15.3 of Section-5 Part A

Registered Acknowledgement Due
Address of the purchaser

To

M/s
.....

Sub : This office contract no..... dated placed on you for supply
of

Ref : 1. Your letter no dated requesting DP extension
2. This office letter no dated intimating conditions for DP extension
3. Your letter no dated accepting the conditions for DP extension

In your above letter under reference (1), you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning. The terms and conditions for extension of delivery period were conveyed to you vide this office letter under reference (2).

In view of the circumstances stated in your above referred letter, and upon your unconditional acceptance of the terms and conditions of this extension vide your letter under reference (3), the time of delivery is hereby extended from _____ (last delivery period) to _____ (presently agreed delivery period) on the terms and conditions in letter under reference (2) above and agreed by you vide letter under reference (3) i.e.:

- (a) Liquidated damages shall be levied in accordance with agreed clause 16.2 & 16.3 Section-5 Part A of terms and conditions of the tender/ PO.
- (b) Notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery/ completion of work shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section- 5 Part A.
- (c) The prices during this extended delivery period shall be governed as per clauses 12 and 24 of Section-5 Part A and shall be finalized in accordance with current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.) from the date of its opening, on whichever is lower basis.

The letters under reference above and this letter shall form part and parcel of agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,

(.....)
for and on behalf of.....

Copy to :

.....
.....
(All concerned)

Note:- The entries which are not applicable for the case under consideration are to be deleted.

SECTION- 8

Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:

2. Present Correspondence Address

.....

 Telephone No. Mobile No.
 FAX No.

3. Address of place of Works/
 Manufacture

.....

 Telephone No. Mobile No.

4. State the Type of Firm: Sole proprietor-ship/partnership firm /
 (Tick the correct choice): Private limited company.

5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

| S. No | Name | Father's Name | Designation |
|-------|------|---------------|-------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

6. Name of the person authorized to enter into and execute contract/
 agreement and the capacity in which he is authorized (in case of
 partnership/ private Ltd company):

.....

7. Permanent Account No. :

8. Details of the Bidder's Bank for effecting e-payments:

- (a) Beneficiary Bank Name:.....
- (b) Beneficiary branch Name:.....
- (c) IFSC code of beneficiary Branch.....
- (d) Beneficiary account No.:.....
- (e) Branch Serial No. (MICR No.):.....

9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Bhubaneswar? If so state its Address

.....
.....

B) Questionnaire

1. Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No.

1.1 If Yes, Give details

.....
.....

2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.

2.1 If Yes, Give details

.....
.....

3. Kindly indicate the maximum Quantity of tendered material which you are capable of supplying within the scheduled delivery period.

| Name of the tendered Item | Qty that can be supplied by the firm within scheduled delivery period. |
|---------------------------|--|
| | |
| | |
| | |

4. Suggestion for improvement of the tender document.

.....
.....
.....

Place.....

Date

Signature of Supplier

Name of Supplier

SECTION-9 Part-A

BID FORM

To

From,

.....
(complete address of the purchaser)
.....
.....

.....
(complete address of the Bidder)
.....
.....

Bidder's Reference No:.....Dated.....

Ref: Your Tender Enquiry No.dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. dated the receipt of which is hereby duly acknowledged, we, the 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 the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period ofdays from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. 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.

Dated: day of 20...

Signature

Witness

Name

Signature.....

In the capacity of

Name

Duly authorized to sign the bid for and on

Address

behalf of

SECTION-9 Part-B

Part I - Price Schedule

TENDER No: AGM/RRC/SPC/TENDER/13-14

Dated 26.12.2013

Date and Time of opening of Tender: 23.01.2014at 14:00 Hrs.

Price Quotation and other details for Procurement of C-DOT Spare components at RRC, Bhubaneswar

Dear Sir,

1. Having examined the terms and conditions of this tender/ bid document, we, hereby offer to undertake execute the contract for Procurement of C-DOT Spare components in conformity with the clause 9 (Section-IV Part-A) for the 101 Nos components as per list enclosed in (Annexure- E).
2. We accept to submit the performance security in the form of bank guarantee at the time of signing of each contract, in conformity with clause 4 (Section-5 Part-A).
3. We agree to abide by this bid for a period of 2 years from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time till expiry of this period. We understand that customer is not bound to accept the lowest or any bid, received in the tender.

Dated this day of 2013

Signature

In capacity of
(Duly authorized to sign the bid for and on behalf of bidder)

ANNEXURE-E

Page-1

| S.N | C-DOT Part Code | Item Description | Quantity |
|-----|--------------------|---|----------|
| 1 | ECC-K00100.0-R25 | 0.1 MF 30V CER CAP | 100 |
| 2 | ECE-M00100.0-R16 | 100MF 16V +20%RAD ALU ELEC CAP | 200 |
| 3 | ECM-M100002.2-R77 | 2.2 MF 250 V POLY BOX CAP | 300 |
| 4 | ECE-M00047.0-R21 | 47MF 25V RAD ALU ELEC CAP | 1000 |
| 5 | ECP-K00022.0-A49 | (.022MF/63V AXL POLYSLIV CAPACITOR) | 50 |
| 6 | ECC-K00001.0-R45 | 1 MF 63V CAP | 500 |
| 7 | | 100 MF/25V CAPACITOR | 500 |
| 8 | EDP-001N5831-000 | 40V 25A SCHOTTKEY RECTI D04 | 100 |
| 9 | EDP-001N5832-000 | 20V 40A SCHOTTKY RECTIFIER (DO5) | 300 |
| 10 | EDX-001N4007-000 | 1A 1000V RECTI DIODE D041 | 1500 |
| 11 | EDX-00MBR030-000 | 30V .5A SCOTTKY RECT DIODE IN 5818 | 1000 |
| 12 | EDZ-000004.7-000 | 4.7V 0.4W ZENER DIODE D035 | 3000 |
| 13 | EFS-00000400-000 | 400MA SLOW BLOW FUSE 5X20MM | 1000 |
| 14 | EFS-00004000-000 | 4A SLOW BLOWFUSE 5X20MM | 500 |
| 15 | EFS-00010000-000 | 1 A FUSE | 500 |
| 16 | EHY-HMC00003-002 | LINE HYBRID MICRO CIRCUIT(HMC) | 6000 |
| 17 | EKS-000DS2E-S12 | 2CHANGEOVER 12V MINIATURERELAY | 300 |
| 18 | EKS-00010000-000 | 4CHANGEOVER 12V MINIATURERELAY | 100 |
| 19 | EQG-N00BC107-000 | 45V 0.2A NPN TRANSISTER | 200 |
| 20 | EQG-P00BC177-000 | 45V 0.2A PNP TRANSISTER BC177 | 4000 |
| 21 | EQG-NO2N3019-000 | 80V 1A NPN XTR TO 39 2N 3019 | 200 |
| 22 | EQP-P02N6107-000 | 70V 7A PNP POWER TRANSISTER | 6000 |
| 23 | EQP-N02N6292-300 | 70V 7A NPN POWER TRANSISTER | 700 |
| 24 | EQS-P02N6688-000 | 200V 20A NPN POWER TRANS 2N6688 | 300 |
| 25 | EQP-N02N6740-000 | 400V 10A NPN TRANSISTER 2N6740 (New) | 100 |
| 26 | ERF-E000.500-212 | 0.5OHM 2W 5%WIRE WOUND RESIS | 200 |
| 27 | ERF-E004.700-411 | 4.7 OHM 1/4 W .5% 1206 SIZE SM CHIP RES | 200 |
| 28 | ERF-E020.000-111 | 20 OHM 1/4W RESISTER | 1500 |
| 29 | ERF-K001.000-113 | 1K 1W RESISTER | 300 |
| 30 | ERF-K003.000-111 | 3 K OHM 1/4 W RESISTER | 600 |
| 31 | ETF-TFMR0001-002 | LINE TRANSFORMER | 6000 |
| 32 | EUA-C0000ISP-060 | CISP-128 | 500 |
| 33 | EUA-PRO7128S-064 | EPLD 128 MACROCELL 10NS ISP PLCC (with programming) | 300 |
| 34 | EUD-174541 AT- A10 | OCTAL BUFFER (TTL O/P) SOICW (SMD MOUNTED) | 600 |
| 35 | EUD-C0001232-A10 | MICRO MONITOR SOICW (Base Mounted) | 200 |
| 36 | EUD-C0004046-A00 | IC-4046 | 300 |
| 37 | EUD-C0006521-083 | PIA 2MHZ PDIP6 | 500 |
| 38 | EUD-C0006551-083 | A.C.I.A2 MHZPDIP6 (65C51) | 500 |
| 39 | EUD-C0008254-090 | PROGRAMMABLE TIMER 8 MHZ. | 100 |
| 40 | EUD-C0062256-014 | 32K X 8 SRAM 100NS) | 200 |
| 41 | EUD-F0007404-000 | HEX INVERTER PDIP3 | 200 |
| 42 | EUD-F0007474-000 | DUAL D TYPE EDGE TRIG F/F PDPI3 | 200 |
| 43 | EUD-F0074163-000 | 4 BIT BINARY CUONTER PDIP3 | 100 |
| 44 | | 74F175 | 100 |
| 45 | EUD-F0074241-000 | OCTAL BUFFER 3 STATE PDIP3 | 100 |
| 46 | EUD-F0074244-000 | OCTAL BUFFER 3 STATE PDIP3 | 400 |

ANNEXURE-E

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| | | | |
|----|-------------------|--|------|
| 47 | EUD-F007432-000 | QUAD 2 INPUT OR GATE PDIP3 | 100 |
| 48 | EUD-H0007408-000 | QUAD 2 I/P AND GATE PDIP3 | 200 |
| 49 | EUD-H0007411-000 | TRIPLE 3 I/P AND GATE PDIP3 | 800 |
| 50 | EUD-H0007414-000 | HEX SCHMITT TRIGGER INVERTER | 600 |
| 51 | EUD-H0007430-000 | 8 I/P NAND GATE PDIP3 | 300 |
| 52 | EUD-H0007432-000 | QUAD2 I/POR GATE PDIP3 | 600 |
| 53 | EUD-H0007474-000 | DUAL D- EDGETRIGER F/F PDIP3 | 300 |
| 54 | EUD-H0074126-000 | QUAD BUFFER 3 STATE PDIP3 | 400 |
| 55 | EUD-H0074151-000 | 8 TO 1 MUX PDIP3 | 400 |
| 56 | EUD-H0074154-000 | 1 OF 16 DECODER/DEMUX PDIP3 | 100 |
| 57 | EUD-H0074157-000 | QUAD 2 TO 1 MUX 9NON INV | 1500 |
| 58 | EUD-H0074244-000 | OCTAL BUFFER 3 STATE PDIP3 | 500 |
| 59 | EUD-H0074259-000 | 8 BIT ADDRESSABLE LATCH PDIP3 | 500 |
| 60 | EUD-H0074266-000 | QUAD 2 I/P EX-NOR GATE PDIP3 | 100 |
| 61 | EUD-H0074541-A10 | OCTAL BUF/LINE DRIVER 3ST O/P SOICW (SMD Mounted) | 400 |
| 62 | EUD-L0007404-000 | HEX INVERTER PDIP3 | 200 |
| 63 | EUD-L0007408-000 | QUAD 2 I/P AND GATE PDIP3 | 100 |
| 64 | EUD-L0007414-000 | HEX SCHMITT TRIGGER INVERTER PDIP3 | 50 |
| 65 | EUD-L0007474-000 | DUALD-TYPE FLIP FLOP PDIP3 | 200 |
| 66 | EUD-L007400-000 | QUAD 2 INPUT NAND GATE PDIP3 | 100 |
| 67 | EUD-L0074125-000 | QUAD 3 STATE BUFEER | 200 |
| 68 | EUD-L0074126-000 | QUAD 3 STATE BUFEER | 200 |
| 69 | EUD-L0074244-000 | OCTAL 3 STATE BUFFER | 400 |
| 70 | EUD-L0074245-000 | OCTALTRANSCEIVER TRI STATE PDIP3 | 200 |
| 71 | EUD-L0074374-000 | OCTAL DF/F 3 STATE | 500 |
| 72 | EUD-L0074595-000 | | 300 |
| 73 | EUD-T000 7406-000 | HEX INV BUFFER/DRIVER PDIP3 | 200 |
| 74 | EUD-T0007407-000 | HEX BUFFER/ DRIVER | 200 |
| 75 | EUI-C0001228-A10 | +5 DUAL RS232 TRANSCEIVER SOICW (SMD Mounted) | 200 |
| 76 | EUI-D000 2632-A00 | QUAD DIFF LINE RCVR WITH PU/PD SOICS (SMD MOUNTED) | 600 |
| 77 | EUI-D0002631-A00 | QUAD DIFFERENTIAL LINE DRIVER SOICS (SMD MOUNTED) | 1200 |
| 78 | EUI-X0010124-000 | QUAD TTL TO ECL TRANSLATOR | 300 |
| 79 | EUI-X0010125-000 | QUAD ECL TO TTL TRANSLATOR | 300 |
| 80 | EUL-X000 7805-600 | 3 TERMINAL +5 V REGULATOR 1A | 100 |
| 81 | EUL-X0007912-000 | 3 TERMINAL -12V REGULATOR 1A | 100 |
| 82 | EUL-X000 7905-000 | 3 TERMINAL -5V REGULATOR 1A | 100 |
| 83 | EUL-X0003524-000P | PULSE WIDTH MODULATOR 100MA | 100 |
| 84 | EUL-X044233B-100 | CODEC PDIP3 | 2000 |
| 85 | EUM-C0006116-050 | 2KX8 S.RAM 25NS PDIP3 | 200 |
| 86 | EUMM-C0027512-166 | 65K88 CMOS EPROM 70NS CDIP6 | 300 |
| 87 | | FCT245 | 100 |
| 88 | MCI-RSPLZ000-301 | MICRO RESET SWITCH ST TYPE | 200 |
| 89 | MCI-TOGLE00301 | TOGGLE SWITCH 2A ON/OFF SWITCH | 200 |
| 90 | MCO-LPICZ0028-401 | SCR M/C IC SOCKET 28 PINS-600MIL | 400 |
| 91 | MCO-LPICZ0040-401 | SCR M/C IC SOCKET 40 PINS-600MIL | 400 |
| 92 | EQS-S00TY516-000 | TY516 | 100 |
| 93 | EUD-C0006116-019 | 6116 (Wide chips) | 100 |
| 94 | EDF-00PFR852-000 | 200V 3A FAST RECOVERY DIOD | 100 |
| 95 | EDZ-RSDN50/14-000 | 50V14MM DUREZ COATED MET | 500 |

ANNEXURE-E

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| | | | |
|-----|-------------------|---|------------|
| 96 | EUD-C0145406-000 | MC145406 RS232 DRIVER/RECEIVER | 60 |
| 97 | EUD-10074244 | FCT244 | 100 |
| 98 | | EPROM-040 | 100 |
| 99 | EUI-C000235 | MAX235 | 50 |
| 100 | EUI-D000 2632-A00 | QUAD DIFF LINE RCVR WITH PU/PD SOICS (BASE MOUNTED) | 50 |
| 101 | EUI-D0002631-A00 | QUAD DIFFERENTIAL LINE DRIVER SOICS (BASE MOUNTED) | 100 |

Bidders shall have to quote their prices against all the items listed in Annexure-E. Evaluation of financial bid shall be on **total cost basis.*

Signature of bidder

Office Seal

**SECTION IX PART -B
PRICE SCHEDULE**

| Sl. No | C-DOT PART CODE | Item Description | Quantity (in nos.) | Ex-Factory Price (Basic unit Price exclusive of all levies & charges) | Excise Duty | | Sales Tax | | Freight forwarding Packing & Insurance | | Any other levy/ Charges, if any. | Unit Price Inclusive of all levies & charges (4+6+8+10+11) | Duties & Taxes CENVAT-able on unit price | Unit Price excluding Duties & Taxes CENVATable (12-13) | Total Price Inclusive of all levies & charges excluding Duties & Taxes (3 x14) | Discount offered, if any | Total Discounted Price excluding Duties & Taxes CENVATable (15 - 16) | E.D. Tariff Head | Import Content | %age of Custom Duty | Custom Tariff Head. |
|--------|-------------------|-------------------------------------|--------------------|---|-------------|------|-----------|------|--|------|----------------------------------|--|--|--|--|--------------------------|--|------------------|----------------|---------------------|---------------------|
| | | | | | % | Amt. | % | Amt. | % | Amt. | | | | | | | | | | | |
| 1 | 2 | | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 1 | ECC-K00100.0-R25 | 0.1 MF 30V CER CAP | 100 | | | | | | | | | | | | | | | | | | |
| 2 | ECE-M00100.0-R16 | 100MF 16V +20%RAD ALU ELEC CAP | 200 | | | | | | | | | | | | | | | | | | |
| 3 | ECM-M100002.2-R77 | 2.2 MF 250 V POLY BOX CAP | 300 | | | | | | | | | | | | | | | | | | |
| 4 | ECE-M00047.0-R21 | 47MF 25V RAD ALU ELEC CAP | 1000 | | | | | | | | | | | | | | | | | | |
| 5 | ECP-K00022.0-A49 | (.022MF/63V AXL POLYSLIV CAPACITOR) | 50 | | | | | | | | | | | | | | | | | | |
| 6 | ECC-K00001.0-R45 | 1 MF 63V CAP | 500 | | | | | | | | | | | | | | | | | | |
| 7 | | 100 MF/25V CAPACITOR | 500 | | | | | | | | | | | | | | | | | | |
| 8 | EDP-001N5831-000 | 40V 25A SCHOTTKEY RECTI D04 | 100 | | | | | | | | | | | | | | | | | | |
| 9 | EDP-001N5832-000 | 20V 40A SCHOTTKY RECTIFIER (DO5) | 300 | | | | | | | | | | | | | | | | | | |
| 10 | EDX-001N4007-000 | 1A 1000V RECTI DIODE D041 | 1500 | | | | | | | | | | | | | | | | | | |

Signature of Bidder

**SECTION VI
PRICE SCHEDULE**

| Sl. No | C-DOT PART CODE | Item Description | Quantity (in nos.) | Ex-Factory Price (Basic unit Price exclusive of all levies & charges) | | Excise Duty | | Sales Tax | | Freight forwarding Packing & Insurance | | Any other levy/ Charges, if any. | Unit Price Inclusive of all levies & charges (4+ 6 + 8 + 10 + 11) | Duties & Taxes CENVAT-able on unit price | Unit Price excluding Duties & Taxes CENVATable (12-13) | Total Price Inclusive of all levies & charges excluding Duties & Taxes (3 x14) | Discount offered, if any | Total Discounted Price excluding Duties & Taxes CENVATable (15 - 16) | E.D. Tariff Head | Import Content | %age of Custom Duty | Custom Tariff Head. |
|--------|------------------|------------------------------------|--------------------|---|------|-------------|------|-----------|------|--|----|----------------------------------|---|--|--|--|--------------------------|--|------------------|----------------|---------------------|---------------------|
| | | | | % | Amt. | % | Amt. | % | Amt. | | | | | | | | | | | | | |
| 1 | 2 | | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | |
| 11 | EDX-00MBR030-000 | 30V .5A SCOTTKY RECT DIODE IN 5818 | 1000 | | | | | | | | | | | | | | | | | | | |
| 12 | EDZ-000004.7-000 | 4.7V 0.4W ZENER DIODE D035 | 3000 | | | | | | | | | | | | | | | | | | | |
| 13 | EFS-00000400-000 | 400MA SLOW BLOW FUSE 5X20MM | 1000 | | | | | | | | | | | | | | | | | | | |
| 14 | EFS-00004000-000 | 4A SLOW BLOWFUSE 5X20MM | 500 | | | | | | | | | | | | | | | | | | | |
| 15 | EFS-00010000-000 | 1 A FUSE | 500 | | | | | | | | | | | | | | | | | | | |
| 16 | EHY-HMC00003-002 | LINE HYBRID MICRO CIRCUIT(HMC) | 6000 | | | | | | | | | | | | | | | | | | | |
| 17 | EKS-000DS2E-S12 | 2CHANGEOVER 12V MINIATURERELAY | 300 | | | | | | | | | | | | | | | | | | | |
| 18 | EKS-00010000-000 | 4CHANGEOVER 12V MINIATURERELAY | 100 | | | | | | | | | | | | | | | | | | | |
| 19 | EQG-N00BC107-000 | 45V 0.2A NPN TRANSISTER | 200 | | | | | | | | | | | | | | | | | | | |
| 20 | EQG-P00BC177-000 | 45V 0.2A PNP TRANSISTER BC177 | 4000 | | | | | | | | | | | | | | | | | | | |

Signature of Bidder

**SECTION VI
PRICE SCHEDULE**

| Sl. No | C-DOT PART CODE | Item Description | Quantity (in nos.) | Ex-Factory Price (Basic unit Price exclusive of all levies & charges) | Excise Duty | | Sales Tax | | Freight forwarding Packing & Insurance | | Any other levy/ Charges, if any. | Unit Price Inclusive of all levies & charges (4+ 6 + 8 + 10 + 11) | Duties & Taxes CENVAT-able on unit price | Unit Price excluding Duties & Taxes CENVATable (12-13) | Total Price Inclusive of all levies & charges excluding Duties & Taxes (3 x14) | Discount offered, if any | Total Discounted Price excluding Duties & Taxes CENVATable (15 - 16) | E.D. Tariff Head | Import Content | %age of Custom Duty | Custom Tariff Head. |
|--------|------------------|---|--------------------|---|-------------|------|-----------|------|--|------|----------------------------------|---|--|--|--|--------------------------|--|------------------|----------------|---------------------|---------------------|
| | | | | | % | Amt. | % | Amt. | % | Amt. | | | | | | | | | | | |
| 1 | 2 | | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 21 | EQG-NO2N3019-000 | 80V 1A NPN XTR TO 39 2N 3019 | 200 | | | | | | | | | | | | | | | | | | |
| 22 | EQP-P02N6107-000 | 70V 7A PNP POWER TRANSISTER | 6000 | | | | | | | | | | | | | | | | | | |
| 23 | EQP-N02N6292-300 | 70V 7A NPN POWER TRANSISTER | 700 | | | | | | | | | | | | | | | | | | |
| 24 | EQS-P02N6688-000 | 200V 20A NPN POWER TRANS 2N6688 | 300 | | | | | | | | | | | | | | | | | | |
| 25 | EQP-N02N6740-000 | 400V 10A NPN TRANSISTER 2N6740 (New) | 100 | | | | | | | | | | | | | | | | | | |
| 26 | ERF-E000.500-212 | 0.5OHM 2W 5%WIRE WOUND RESIS | 200 | | | | | | | | | | | | | | | | | | |
| 27 | ERF-E004.700-411 | 4.7 OHM 1/4 W .5% 1206 SIZE SM CHIP RES | 200 | | | | | | | | | | | | | | | | | | |
| 28 | ERF-E020.000-111 | 20 OHM 1/4W RESISTER | 1500 | | | | | | | | | | | | | | | | | | |
| 29 | ERF-K001.000-113 | 1K 1W RESISTER | 300 | | | | | | | | | | | | | | | | | | |
| 30 | ERF-K003.000-111 | 3 K OHM 1/4 W RESISTER | 600 | | | | | | | | | | | | | | | | | | |

Signature of Bidder

**SECTION VI
PRICE SCHEDULE**

| Sl. No | C-DOT PART CODE | Item Description | Quantity (in nos.) | Ex-Factory Price (Basic unit Price exclusive of all levies & charges) | Excise Duty | | Sales Tax | | Freight forwarding Packing & Insurance | | Any other levy/ Charges, if any. | Unit Price Inclusive of all levies & charges (4+6+8+10+11) | Duties & Taxes CENVAT-able on unit price | Unit Price excluding Duties & Taxes CENVATable (12-13) | Total Price Inclusive of all levies & charges excluding Duties & Taxes (3 x14) | Discount offered, if any | Total Discounted Price excluding Duties & Taxes CENVATable (15 - 16) | E.D. Tariff Head | Import Content | %age of Custom Duty | Custom Tariff Head. |
|--------|--------------------|---|--------------------|---|-------------|------|-----------|------|--|------|----------------------------------|--|--|--|--|--------------------------|--|------------------|----------------|---------------------|---------------------|
| | | | | | % | Amt. | % | Amt. | % | Amt. | | | | | | | | | | | |
| 1 | 2 | | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 31 | ETF-TFMR0001-002 | LINE TRANSFORMER | 6000 | | | | | | | | | | | | | | | | | | |
| 32 | EUA-C0000ISP-060 | CISP-128 | 500 | | | | | | | | | | | | | | | | | | |
| 33 | EUA-PRO7128S-064 | EPLD 128 MACROCELL 10NS ISP PLCC (with programming) | 300 | | | | | | | | | | | | | | | | | | |
| 34 | EUD-174541 AT- A10 | OCTAL BUFFER (TTL O/P) SOICW (SMD MOUNTED) | 600 | | | | | | | | | | | | | | | | | | |
| 35 | EUD-C0001232-A10 | MICRO MONITOR SOICW (Base Mounted) | 200 | | | | | | | | | | | | | | | | | | |
| 36 | EUD-C0004046-A00 | IC-4046 | 300 | | | | | | | | | | | | | | | | | | |
| 37 | EUD-C0006521-083 | PIA 2MHZ PDIP6 | 500 | | | | | | | | | | | | | | | | | | |
| 38 | EUD-C0006551-083 | A.C.I.A2 MHZPDIP6 (65C51) | 500 | | | | | | | | | | | | | | | | | | |
| 39 | EUD-C0008254-090 | PROGRAMMABLE TIMER 8 MHZ. | 100 | | | | | | | | | | | | | | | | | | |
| 40 | EUD-C0062256-014 | 32K X 8 SRAM 100NS) | 200 | | | | | | | | | | | | | | | | | | |

Signature of Bidder

**SECTION VI
PRICE SCHEDULE**

| Sl. No | C-DOT PART CODE | Item Description | Quantity (in nos.) | Ex-Factory Price (Basic unit Price exclusive of all levies & charges) | | Excise Duty | | Sales Tax | | Freight forwarding Packing & Insurance | | Any other levy/ Charges, if any. | Unit Price Inclusive of all levies & charges (4+ 6 + 8 + 10 + 11) | Duties & Taxes CENVAT-able on unit price | Unit Price excluding Duties & Taxes CENVATable (12-13) | Total Price Inclusive of all levies & charges excluding Duties & Taxes (3 x 14) | Discount offered, if any | Total Discounted Price excluding Duties & Taxes CENVATable (15 - 16) | E.D. Tariff Head | Import Content | % of Custom Duty | Custom Tariff Head. |
|--------|------------------|---------------------------------|--------------------|---|------|-------------|------|-----------|------|--|----|----------------------------------|---|--|--|---|--------------------------|--|------------------|----------------|------------------|---------------------|
| | | | | % | Amt. | % | Amt. | % | Amt. | | | | | | | | | | | | | |
| 1 | 2 | | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | |
| 41 | EUD-F0007404-000 | HEX INVERTER PDIP3 | 200 | | | | | | | | | | | | | | | | | | | |
| 42 | EUD-F0007474-000 | DUAL D TYPE EDGE TRIG F/F PDIP3 | 200 | | | | | | | | | | | | | | | | | | | |
| 43 | EUD-F0074163-000 | 4 BIT BINARY CUONTER PDIP3 | 100 | | | | | | | | | | | | | | | | | | | |
| 44 | | 74F175 | 100 | | | | | | | | | | | | | | | | | | | |
| 45 | EUD-F0074241-000 | OCTAL BUFFER 3 STATE PDIP3 | 100 | | | | | | | | | | | | | | | | | | | |
| 46 | EUD-F0074244-000 | OCTAL BUFFER 3 STATE PDIP3 | 400 | | | | | | | | | | | | | | | | | | | |
| 47 | EUD-F007432-000 | QUAD 2 INPUT OR GATE PDIP3 | 100 | | | | | | | | | | | | | | | | | | | |
| 48 | EUD-H0007408-000 | QUAD 2 I/P AND GATE PDIP3 | 200 | | | | | | | | | | | | | | | | | | | |
| 49 | EUD-H0007411-000 | TRIPLE 3 I/P AND GATE PDIP3 | 800 | | | | | | | | | | | | | | | | | | | |
| 50 | EUD-H0007414-000 | HEX SCHMITT TRIGGER INVERTER | 600 | | | | | | | | | | | | | | | | | | | |

Signature of Bidder

**SECTION VI
PRICE SCHEDULE**

| Sl. No | C-DOT PART CODE | Item Description | Quantity (in nos.) | Ex-Factory Price (Basic unit Price exclusive of all levies & charges) | | Excise Duty | | Sales Tax | | Freight forwarding Packing & Insurance | | Any other levy/ Charges, if any. | Unit Price Inclusive of all levies & charges (4+6+8+10+11) | Duties & Taxes CENVAT-able on unit price | Unit Price excluding Duties & Taxes CENVATable (12-13) | Total Price Inclusive of all levies & charges excluding Duties & Taxes (3 x14) | Discount offered, if any | Total Discounted Price excluding Duties & Taxes CENVATable (15 - 16) | E.D. Tariff Head | Import Content | %age of Custom Duty | Custom Tariff Head. |
|--------|------------------|-------------------------------|--------------------|---|------|-------------|------|-----------|------|--|----|----------------------------------|--|--|--|--|--------------------------|--|------------------|----------------|---------------------|---------------------|
| | | | | % | Amt. | % | Amt. | % | Amt. | | | | | | | | | | | | | |
| 1 | 2 | | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | |
| 51 | EUD-H0007430-000 | 8 I/P NAND GATE PDIP3 | 300 | | | | | | | | | | | | | | | | | | | |
| 52 | EUD-H0007432-000 | QUAD2 I/POR GATE PDIP3 | 600 | | | | | | | | | | | | | | | | | | | |
| 53 | EUD-H0007474-000 | DUAL D-EDGE TRIGGER F/F PDIP3 | 300 | | | | | | | | | | | | | | | | | | | |
| 54 | EUD-H0074126-000 | QUAD BUFFER 3 STATE PDIP3 | 400 | | | | | | | | | | | | | | | | | | | |
| 55 | EUD-H0074151-000 | 8 TO 1 MUX PDIP3 | 400 | | | | | | | | | | | | | | | | | | | |
| 56 | EUD-H0074154-000 | 1 OF 16 DECODER/DEMUX PDIP3 | 100 | | | | | | | | | | | | | | | | | | | |
| 57 | EUD-H0074157-000 | QUAD 2 TO 1 MUX 9NON INV | 1500 | | | | | | | | | | | | | | | | | | | |
| 58 | EUD-H0074244-000 | OCTAL BUFFER 3 STATE PDIP3 | 500 | | | | | | | | | | | | | | | | | | | |
| 59 | EUD-H0074259-000 | 8 BIT ADDRESSABLE LATCH PDIP3 | 500 | | | | | | | | | | | | | | | | | | | |
| 60 | EUD-H0074266-000 | QUAD 2 I/P EX-NOR GATE PDIP3 | 100 | | | | | | | | | | | | | | | | | | | |

Signature of Bidder

**SECTION VI
PRICE SCHEDULE**

| Sl. No | C-DOT PART CODE | Item Description | Quantity (in nos.) | Ex-Factory Price (Basic unit Price exclusive of all levies & charges) | | Excise Duty | | Sales Tax | | Freight forwarding Packing & Insurance | | Any other levy/ Charges, if any. | Unit Price Inclusive of all levies & charges (4+6+8+10+11) | Duties & Taxes CENVAT-able on unit price | Unit Price excluding Duties & Taxes CENVATable (12-13) | Total Price Inclusive of all levies & charges excluding Duties & Taxes (3 x14) | Discount offered, if any | Total Discounted Price excluding Duties & Taxes CENVATable (15 - 16) | E.D. Tariff Head | Import Content | %age of Custom Duty | Custom Tariff Head. |
|--------|------------------|---|--------------------|---|------|-------------|------|-----------|------|--|----|----------------------------------|--|--|--|--|--------------------------|--|------------------|----------------|---------------------|---------------------|
| | | | | % | Amt. | % | Amt. | % | Amt. | | | | | | | | | | | | | |
| 1 | 2 | | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | |
| 61 | EUD-H0074541-A10 | OCTAL BUF/LINE DRIVER 3ST O/P SOICW (SMD Mounted) | 400 | | | | | | | | | | | | | | | | | | | |
| 62 | EUD-L0007404-000 | HEX INVERTER PDIP3 | 200 | | | | | | | | | | | | | | | | | | | |
| 63 | EUD-L0007408-000 | QUAD 2 I/P AND GATE PDIP3 | 100 | | | | | | | | | | | | | | | | | | | |
| 64 | EUD-L0007414-000 | HEX SCHMITT TRIGGER INVERTER PDIP3 | 50 | | | | | | | | | | | | | | | | | | | |
| 65 | EUD-L0007474-000 | DUALD-TYPE FLIP FLOP PDIP3 | 200 | | | | | | | | | | | | | | | | | | | |
| 66 | EUD-L007400-000 | QUAD 2 INPUT NAND GATE PDIP3 | 100 | | | | | | | | | | | | | | | | | | | |
| 67 | EUD-L0074125-000 | QUAD 3 STATE BUFFEER | 200 | | | | | | | | | | | | | | | | | | | |
| 68 | EUD-L0074126-000 | QUAD 3 STATE BUFFEER | 200 | | | | | | | | | | | | | | | | | | | |
| 69 | EUD-L0074244-000 | OCTAL 3 STATE BUFFER | 400 | | | | | | | | | | | | | | | | | | | |
| 70 | EUD-L0074245-000 | OCTALTRANSCEIVER TRI STATE PDIP3 | 200 | | | | | | | | | | | | | | | | | | | |

Signature of Bidder

**SECTION VI
PRICE SCHEDULE**

| Sl. No | C-DOT PART CODE | Item Description | Quantity (in nos.) | Ex-Factory Price (Basic unit Price exclusive of all levies & charges) | Excise Duty | | Sales Tax | | Freight forwarding Packing & Insurance | | Any other levy/ Charges, if any. | Unit Price Inclusive of all levies & charges (4+ 6 + 8 + 10 + 11) | Duties & Taxes CENVAT-able on unit price | Unit Price excluding Duties & Taxes CENVATable (12-13) | Total Price Inclusive of all levies & charges excluding Duties & Taxes (3 x14) | Discount offered, if any | Total Discounted Price excluding Duties & Taxes CENVATable (15 - 16) | E.D. Tariff Head | Import Content | %age of Custom Duty | Custom Tariff Head. |
|--------|------------------|--|--------------------|---|-------------|------|-----------|------|--|------|----------------------------------|---|--|--|--|--------------------------|--|------------------|----------------|---------------------|---------------------|
| | | | | | % | Amt. | % | Amt. | % | Amt. | | | | | | | | | | | |
| 1 | 2 | | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 71 | EUD-L0074374-000 | OCTAL DF/F 3 STATE | 500 | | | | | | | | | | | | | | | | | | |
| 72 | EUD-L0074595-000 | | 300 | | | | | | | | | | | | | | | | | | |
| 73 | EUD-T0007406-000 | HEX INV BUFFER/DRIVER PDIP3 | 200 | | | | | | | | | | | | | | | | | | |
| 74 | EUD-T0007407-000 | HEX BUFFER/ DRIVER | 200 | | | | | | | | | | | | | | | | | | |
| 75 | EUI-C0001228-A10 | +5 DUAL RS232 TRANSCEIVER SOICW (SMD Mounted) | 200 | | | | | | | | | | | | | | | | | | |
| 76 | EUI-D0002632-A00 | QUAD DIFF LINE RCVR WITH PU/PD SOICS (SMD MOUNTED) | 600 | | | | | | | | | | | | | | | | | | |
| 77 | EUI-D0002631-A00 | QUAD DIFFERENTIAL LINE DRIVER SOICS (SMD MOUNTED) | 1200 | | | | | | | | | | | | | | | | | | |
| 78 | EUI-X0010124-000 | QUAD TTL TO ECL TRANSLATOR | 300 | | | | | | | | | | | | | | | | | | |
| 79 | EUI-X0010125-000 | QUAD ECL TO TTL TRANSLATOR | 300 | | | | | | | | | | | | | | | | | | |

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|----|---------------------------|-------------------------------------|-------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 80 | EUL-X000 7805-600 | 3 TERMINAL +5 V REGULATOR 1A | 100 | | | | | | | | | | | | | | | | | |
| 81 | EUL- X0007912- 000 | 3 TERMINAL -12V REGULATOR 1A | 100 | | | | | | | | | | | | | | | | | |
| 82 | EUL-X000 7905-000 | 3 TERMINAL -5V REGULATOR 1A | 100 | | | | | | | | | | | | | | | | | |
| 83 | EUL- X0003524- 000P | PULSE WIDTH MODULATOR 100MA | 100 | | | | | | | | | | | | | | | | | |
| 84 | EUL- X044233B- 100 | CODEC PDIP3 | 2000 | | | | | | | | | | | | | | | | | |
| 85 | EUM- C0006116- 050 | 2KX8 S.RAM 25NS PDIP3 | 200 | | | | | | | | | | | | | | | | | |
| 86 | EUMM- C0027512- 166 | 65K88 CMOS EPROM 70NS CDIP6 | 300 | | | | | | | | | | | | | | | | | |
| 87 | | FCT245 | 100 | | | | | | | | | | | | | | | | | |
| 88 | MCI- RSPLZ000- 301 | MICRO RESET SWITCH ST TYPE | 200 | | | | | | | | | | | | | | | | | |
| 89 | MCI- TOGGLE00301 | TOGGLE SWITCH 2A ON/OFF SWITCH | 200 | | | | | | | | | | | | | | | | | |
| 90 | MCO- LPICZ0028- 401 | SCR M/C IC SOCKET 28 PINS-600MIL | 400 | | | | | | | | | | | | | | | | | |
| 91 | MCO- LPICZ0040- 401 | SCR M/C IC SOCKET 40 PINS-600MIL | 400 | | | | | | | | | | | | | | | | | |
| 92 | EQS- S00TY516- 000 | TY516 | 100 | | | | | | | | | | | | | | | | | |
| 93 | EUD- C0006116- 019 | 6116 (Wide chips) | 100 | | | | | | | | | | | | | | | | | |
| 94 | EDF- 00PFR852- 000 | 200V 3A FAST RECOVERY DIOD | 100 | | | | | | | | | | | | | | | | | |
| 95 | EDZ- RSDN50/14- 000 | 50V14MM DUREZ COATED MET | 500 | | | | | | | | | | | | | | | | | |
| 96 | EUD- C0145406- 000 | MC145406 RS232 DRIVER/RECEIVER | 60 | | | | | | | | | | | | | | | | | |

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|-----|------------------|---|-----|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 97 | EUD-10074244 | FCT244 | 100 | | | | | | | | | | | | | | | | | |
| 98 | | EPROM-040 | 100 | | | | | | | | | | | | | | | | | |
| 99 | EUI-C000235 | MAX235 | 50 | | | | | | | | | | | | | | | | | |
| 100 | EUI-D0002632-A00 | QUAD DIFF LINE RCVR WITH PU/PD SOICS (BASE MOUNTED) | 50 | | | | | | | | | | | | | | | | | |
| 101 | EUI-D0002631-A00 | QUAD DIFFERENTIAL LINE DRIVER SOICS (BASE MOUNTED) | 100 | | | | | | | | | | | | | | | | | |

Note:

1. “We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the MODVAT SCHEME introduced 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 Col-4 and the service tax in Col-11 & 13.
3. “We hereby certify that E.D./Customs Tariff had shown in Col-18/21 are correct and CENVAT credit for the amount shown in Col-13 above are admissible as per CENVAT Credit Rules-2004”.
4. The bidders shall quote separately for Hardware & Software as per Special Conditions of the Contract.
5. The Bidder submitted the offer with concessional ED/Sales Tax shall submit the proof of applicable concessional ED/sales Tax.
 “We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the MODVAT SCHEME introduced w.e.f. 1st March 1986 and further extended on more items till date”.

Note: The bidders submitting their offer with concessional sales tax shall submit the proof of applicable concessional sales tax.

Signature of tenderer in capacity of
 Name of the Firm with full address

Date: