

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

BID DOCUMENT

TENDER FOR

TUBULAR VRLA BATTERIES

(Based on Gel Technology)

(400 Ah & 600 Ah)

TENDER NO: Plg/12-05/TENDER/VRLA-T.Gel/09-10

PART-A “TECHNICAL BID”

Particulars of issue of Tender documents	
Payment of cost of Tender document- Rs.	Particulars of DD number and date.
Name of the bidder:	

A.D.(MM)
O/o the C.G.M.T., BSNL
Orissa Telecommunications Circle- Bhubaneswar.

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www.orissa.bsnl.co.in

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BHARAT SANCHAR NIGAM LIMITED.
(A GOVT.OF INDIA ENTERPRISE)

Office of the Chief General Manager, Orissa Circle- Bhubaneswar

No.PLG Plg/12-05/TENDER/VRLA-T.Gel/09-10

Dated at Bhubaneswar the 04.02.2010

NOTICE INVITING TENDER

On behalf of the CMD BSNL Head Qtrs, New Delhi sealed tenders are invited by the CGMT, Orissa from the registered manufacturers for the supply of following category of items as per details below.

Sl. No	Name of the Item	Spec. No. with up to-date amendment	Quantity	Tender Enquiry No.	Cost of Bid Document in Rs	Time and date of		Amount of Bid Security In Rs.	Estimated CostRs. In Lakhs	No of vendors among which the orders are likely to be placed.	
						Receipt Of Bid	Opening of Bid				
							Technical				Financial
1	2	3	4	5	6	7	8	9	10	11	12
1	Tubular VRLA Batteries (Based on Gel Technology)- (2V/400 Ah	GR/BAT-03/01 MAR 2006 with corrigendum dated 20.07.2007 and with latest amendment, if any.	14 sets	PLG/12-05/VRLA TGEL//2009-10	2080.00	13.00 Hrs. of 03.03.10	15.30 hrs. of 03.03.10	15.30 hrs. of 10.03.10	2,02,000.00	100.74	2 (Two)
2	Tubular VRLA Batteries (Based on Gel Technology)- (2V/600 Ah	GR/BAT-03/01 MAR 2006 with corrigendum dated 20.07.2007 and with latest amendment, if any.	40 sets								

Note: 1. Cost of bid document is inclusive of VAT @ 4%

2. ELIGIBILITY REQUIREMENT

- (a) **Indian companies having registration to manufacture the tendered items in India with valid type approval/ validation of tendered items by TEC of DOT/BSNL** are eligible to participate in the tender. They must submit the proof of manufacturing of tendered items and type approval certificate, valid on the day of opening of the tender.
- (b) The bidders having type approval of the specified GR are eligible to participate in the tender. The bidders having type approval of the old GR for the same equipment are also eligible to participate, but they must have to obtain type approval certificate or get their equipment validated before placement of APO/PO as the case may be.
- (c) Must have successfully executed educational/commercial orders of DOT/BSNL. A certificate to this effect showing the quantity/ inspection certificate issued by DOT (QA)/BSNL (QA) for execution of work must be enclosed with the bid.
- (d) The bidder shall submit certificates on performance during last 6 months as a part of the bid from the user (Not below the rank of D.E./ AGM) at BSNL sites where Tubular VRLA batteries have been supplied by the bidder. The certificate should have easy verifiable references.
- (e) The proof of manufacturing of item in India, successful execution of educational /commercial orders and Annual Report/ turn over certificate shall form part of the bid.
- (f) The bidder should submit an undertaking to the effect that none of their relatives are working in BSNL in annexure-D.

3. ISSUE OF BID DOCUMENTS-

Bid document shall be issued during the office hours on all working days from the date of Publication of NIT up to 1 day prior to the date fixed for receipt of Bid Documents.

4. BID DOCUMENTS CAN BE HAD:

a. From the Assistant Director (MM) O/o CGMT Orissa, Planning Cell. Door Sanchar Bhawan, 4th Floor Unit-IX, Bhubaneswar: 751022 on production of the cost of Bid document. The cost of Bid document should be in form of Demand Draft from any nationalized or scheduled bank in favour of **Accounts Officer (A&P) BSNL, Office of the Chief General Manager Telecom Orissa, Bhubaneswar –1** payable at Bhubaneswar.

b. Eligible bidders can also down load the entire bid document from our website www.orissa.bsnl.co.in and submit the same along with the required cost of the bid document as mentioned against the item(s) at pre pages in the form of DD from any scheduled bank in favour of **Accounts Officer (A&P) BSNL, Office of the Chief General Manager Telecom Orissa, Bhubaneswar –1** payable at Bhubaneswar. The DD towards the cost of bid document is required to be kept in the “**Envelope-A: Bid Security**”.

c. The tender document to NSIC registered SSI units may be given free of cost, if the value of procurement is less than or equal to their money limit. They would be asked to submit the details of NSIC registration for issue of tender document. If the bidder down loads the tender document, the details of NSIC registration must accompany the bid document in envelope “A”. If the value of procurement is more than monetary limits, they are not entitled to get free tender document.

5. BID SECURITY.

- i) Bid security as mentioned at pre pages is variable for the SSI units as per their financial limit vide Annexure-A of Bid document.
- ii) EMD may be increased for such vendors who failed to accept the ordered quantity at the price quoted by them in the previous tender as per Annexure-B of Bid document.

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CHIEF GENERAL MANAGER
BSNL, ORISSA TELECOM CIRCLE
BHUBANESWAR

CHECKLIST OF DOCUMENTS SUBMITTED WITH THE BID.

S.N	Document/ material	Complied (Yes/No)	Page No:
1	Cost of Bid document		
2	Bid Security		
3	Power of Attorney.		
4	Valid Type Approval Certificate.		
5	Bid form.		
6	Undertaking duly signed by front bidder and its technology/consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally		
7	Proof of execution of commercial orders with respect to the tendered items. (QA Certificate)		
8	The certificates on performance from the user (Not below the rank of D.E./ AGM) at BSNL sites where Tubular VRLA batteries have been supplied by the bidder.		
9	Certificate of incorporation		
10	Articles of Memorandum of Association/partnership deed/ proprietorship declaration- as the case may be		
11	Registration certificate from State Directorate of Industries or from Secretariat for Industrial Approval (SIA), Ministry of Industries, Government of India, if applicable.		
12	Approval from Reserve Bank of India/ SIA in case of foreign collaboration.		
13	Latest & Valid NSIC Certificate for the tendered items duly certified by NSIC, if applicable.		
14	Names of all the Directors/Partners of the company/Firm		
15	Undertaking in respect of nonworking of relatives in BSNL (As per Annexure-D)		
16	Information relating to bank account as per Annexure-E		
17	No deviation certificate.		
18	Document conforming to annual turn over as per requirement.		
19	Factory address		
20	Address of BSNL QA, where the materials are to be tested.		
21	Documents as per special conditions in section-IV, if any.		
22	Price Bid (Section-VI)		

Date.....

Signature of Bidder

Office Seal

SECTION II
INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

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

2. ELIGIBLE BIDDERS:

- (a) **Indian Companies having registration to manufacture the tendered items in India with valid type approval/ validation of tendered items by TEC of DOT/BSNL.**
- (b) The bidders having type approval of the specified GR are eligible to participate in the tender. The bidders having type approval of the old GR for the same equipment are also eligible to participate, but they must have to obtain type approval certificate or get their equipment validated before placement of APO/PO as the case may be.
- (c) Must have successfully executed educational/commercial orders of DOT/BSNL. A certificate to this effect showing the quantity/ inspection certificate issued by DOT (QA)/BSNL (QA) for execution of work must be enclosed with the bid.
- (d) The bidder shall submit certificates on performance during last 6 months as a part of the bid from the user (Not below the rank of D.E./ AGM) at BSNL sites where Tubular VRLA batteries have been supplied by the bidder. The certificate should have easy verifiable references.
- (e) The proof of manufacturing of item in India/ copy of authorization in case of item imported, successful execution of educational /commercial orders and Annual Report/ turn over certificate shall form part of the bid.
- (f) The bidder should submit an undertaking to the effect that none of their relatives are working in BSNL in annexure-D.

3. COST OF BIDDING:

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

B. THE BID DOCUMENTS:

4. BID DOCUMENTS:

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

- a) Notice Inviting Tender.
- b) Instruction to Bidders
- c) General Conditions (Commercial) of the Contract
- d) Special Conditions of Contract
- e) Bid Form
- f) Price schedule.
- g) Bid Security Form
- h) Performance Security Bond Form.
- i) Letter of authorization to attend Bid opening.
- j) Undertaking in respect of non-working of relatives in BSNL.
- k) Non-disclosure agreement.
- l) No deviation certificate.

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

5 CLARIFICATION OF BID DOCUMENTS;

5.1 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser in writing or by telex or FAX at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser shall respond in writing to any request for clarification of the Bid Documents, which it receives **not later than 15 (Fifteen) days prior to the date for the submission of bids**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent individually to all the prospective bidders who have received the bid documents.

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

6 AMENDMENT OF BID DOCUMENTS;

6.1 At any time, prior to the date for submission of bids, the Purchaser may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

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

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

C. PREPARATION OF BIDS;

7 DOCUMENTS COMPRISING THE BID:

It is a two bid system and the bid prepared by the bidder shall comprise the following components:

- i) **TECHNICAL BID:** Technical bid shall comprise the following components:
 - a) Documentary evidence established in accordance with Clause 2 and 10 of Section-II that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
 - b) A Bid form completed in accordance with Clause 8 of Section-II.
 - c) Bid Security furnished in accordance with Clause 12
- ii) **FINANCIAL BID:** Financial bid shall comprise the completed “**PRICE SCHEDULE**” (**Part-B, Section-VI**) in accordance with Clause-9.

8 BID FORM:

The bidder shall complete the Bid Form and the appropriate Price schedule furnished in the Bid Documents, indicating the goods to be supplied, a brief description of the goods, quantity and prices as per Section-V & VI.

9 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 VI. 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.
- 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 consignee and there may not be full truck-load of material and DDO of Circle head quarters is to be made the paying authority.
 - (iv) The Suppliers shall quote as per price schedule given in Section VI 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-II and Clause 11 of section-III 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. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

- 10.1 The bidder shall furnish the following documents in technical bid to establish its eligibility:
- i. Power of Attorney.
 - ii. Valid type Approval Certificate.
 - iii. Inspection certificate issued by BSNL (QA) for execution of Educational / Commercial Orders.
 - iv. Undertaking duly signed by front bidder and its technology/consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally.
 - v. Certificate of incorporation
 - vi. Articles of Memorandum of Association or partnership deed or proprietorship as the case may be.
 - vii. Registration certificate from State Director of Industries or from Secretariat for Industrial Approval (SIA), Ministry of Industries, Government of India, if applicable.
 - viii. Approval from Reserve Bank of India/ SIA in case of foreign collaboration.
 - ix. Latest & Valid NSIC Certificate for the tendered items duly certified by NSIC if applicable.
 - x. Undertaking in respect of nonworking of relatives in BSNL.
 - xi. No deviation certificate.

Note: If any one of the above items 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/items 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
 - i. The bidder shall furnish Annual Report for the preceding year and/or a certificate from its bankers as evidence that he has the financial capability to perform the contract.
 - ii. The bidder shall furnish documentary evidence about technical & production capability necessary to perform the contract.
- 10.3 In order to enable the Purchaser to assess the proven-ness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.
- 10.4 In case the goods offered have been Type Approved/validated by the Purchaser, documentary evidence to this effect shall be submitted by the bidder.
- 10.5 The offered product has to be approved by the Purchaser. For this purpose the supplier shall submit a sample type for evaluation by the Purchaser. The sample would be evaluated for its ability to meet the technical specifications, manufacturability, reliability, testability, ease of installation, maintainability etc. Necessary documents to substantiate these attributes will have to be submitted

at the time of application for approval by the supplier for obtaining type approval.

- 10.6 All pages of the original Bid submitted in Envelope-B including blank pages with scoring except for un-amended printed literature shall be signed by the person or persons signing the Bid.
- 10.7 A signed undertaking from the Authorized Signatory of the bidder that shall certify that all the components/parts/assembly/software used in the and that no refurbished/duplicate/second hand components/parts/assembly/software are being used or shall be used.
- 10.8 For supply of any software i.e. operating system or any applications software the bidder should have a certificate of authenticity (COA), signed by authorized signatory stating that all software supplied are authentic and legal copy is/are being supplied.

11. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:

- 11.1 Pursuant to clause 7 the bidder shall furnish as part of his bid, documents establishing the conformity of his bid to the Bid documents of all goods and services which he proposes to supply under the contract.
- 11.2 The documentary evidence of the goods and services; conformity to the Bid Documents may be in the form of literature, 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.

12. BID SECURITY:

- 12.1 Pursuant to Clause-7, the bidder shall furnish, as part of his bid, a bid security for an amount as indicated against the item in NIT (Col-10, section-I). The bidders (Small Scale Units) who are registered with National Small Scale Industries Corporation under SINGLE POINT REGISTRATION SCHEME for the tendered item are exempted from payment of bid security up to the amount equal to their monetary limit or Rs. 50 Lakhs, whichever is lower. In case the bidders having monetary limit as "NO LIMIT" or without limit or exceeding Rs. 50 Lakhs, the exemption will be limited to Rs.50,00,000/- (Rs. Fifty Lakh) only as per the existing policy and they are liable to furnish Bid Security for the amount beyond their monetary limit. Amount of **Bid Security to be furnished by SSI Units in respect of each item is indicated against the corresponding monetary limit as per Annexure-A.**

- A proof regarding current registration with NSIC for the TENDERED ITEM will have to be attached along with the bid document.
- The enlistment certificate issued by NSIC will not be permanent and should be renewed within two years of its presentation.
- The unit claiming concession of NSIC is required to submit its monthly turnover in support of its claim for meeting the delivery schedule.

- 12.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to para 12.7.
- 12.3** The bid security shall be in the form of a Bank Guarantee in prescribed form as per section VII of Bid document issued by a scheduled bank in favour of the Purchaser, valid for a period of **180 days** from the date of Tender Opening.
- 12.4** **A BID NOT SECURED IN ACCORDANCE WITH PARA 12.1 AND 12.3 SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE PURCHASER.**
- 12.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the Purchaser, pursuant to Clause 13.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the LOI/APO satisfactorily in accordance with clause 27 and furnishing the performance security.
- 12.7 The bid security may be forfeited:
- (a) If bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid Form, or
 - (b) In case of a successful bidder, if the bidder fails:
 - i. To sign the contract in accordance with clause 28 or
 - ii. To furnish performance security in accordance with clause 27.
 - (c) In both the above cases i.e. 12.7 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of APO. The bidder will not approach the court against the decision of BSNL in this regard.
 - (d) **(Technology/consortium partner of a front bidder)** :
The front bidder shall submit an irrevocable undertaking duly signed by it and its technology/consortium partner stating that both of them i.e. the front bidder and its technology/consortium partner shall be liable for due performance of the contract jointly and severally, failing which both of them shall be liable to be barred from having any business dealing with BSNL for a period of 3 years.

13. PERIOD OF VALIDITY OF BIDS:

- 13.1 Bid shall remain **valid for 150 days after the date of bid opening prescribed by the Purchaser, pursuant to Clause 19.1. A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE PURCHASER AS NON-RESPONSIVE.**
- 13.1 In exceptional circumstances, the purchaser may request the bidder's consent for an extension to the period of bid validity. The request and the responses 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 his bid security. In such case(s), his/her bid shall be rejected without forfeiting the bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

14. i) 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 respective 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.

ii) FORMAT AND SIGNING OF BID:

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(s) signing the bid.

D. SUBMISSION OF BIDS:

15. SEALING AND MARKING OF BIDS:

15.1 The Bidders are specifically required to submit their offers in three parts, each in different sealed envelopes duly marked as-

- i. **“Envelope-A: (i) Bid Security & (ii)DD for Cost of Bid Document” (in case the tender document is downloaded from our website).**
- ii. **“Envelope-B: Technical Bid”**
- iii. **“Envelope-C: Financial/ Price Bid”**

All the above three envelopes (A, B & C) should be submitted in a large cover.

15.2 Above three covers are to be sealed by wax and marked with PERSONAL SEAL. All the three covers (A, B & C) shall be kept in one outer cover which will also be wax sealed and marked with personal seal.

15.3 If the envelopes are not sealed and marked as required above, the bid is subjected for rejection in tender opening stage itself.

15.4 Envelope-A should contain (i) Bid Security as per clause-12 & (ii) DD towards the Cost of Bid Document (if the tender document is downloaded from website)

15.5 Envelope-B should contain all the Techno-Commercial bid along with related document establishing bidders eligibility as per clause-10

15.6 Envelope-C should contain Financial/ Price Bid i.e. the rates duly quoted by the bidder in the prescribed format (**Section-VI of Part-B “Financial Bid”**).

15.7 If any of the document required to be submitted in envelope A is found to be wanting, the concerned Bid shall be rejected at the opening stage itself and the remaining envelopes B & C will not be opened.

15.8 The envelopes should

- (a) Be addressed to the Purchaser at the following address:

**Assistant General Manager(MM)
O/O the CGMT, BSNL Orissa Circle
Room No: 415, 4th Floor; Door Sanchar Bhawan
Unit-IX, Bhubaneswar-751022**

- (b) Bear (**the Item Name**), the tender number and the words ‘**DO NOT OPEN BEFORE**’ (due date and scheduled opening time), and

- (c) Indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared ‘late’.

15.8.1 Bids shall either be sent by registered post or delivered in person. The responsibility for ensuring that Bids are delivered in time would vest with the bidder.

15.8.2 Bids delivered in person shall be delivered to above indicated address **on or before the time hours of due date**. The Purchaser shall not be responsible if the bids are delivered elsewhere.

16. SUBMISSION OF BIDS.

16.1 Bids (Envelopes A, B and C; all enclosed in another large envelope) must be received by the Purchaser at the address specified under clause 15 not later than the time as specified in NIT.

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

16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some systems/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. LATE BIDS:

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

18. MODIFICATION AND WITHDRAWAL OF BIDS:

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

18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and despatched as required in the case of bid submission in accordance with the provision of clause 15.A withdrawal notice may also be sent by Telex/FAX but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

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

E. BID OPENING AND EVALUATION:

19. OPENING OF BIDS BY PURCHASER:

19.1

i. Bids shall be opened by the purchaser in the presence of bidders or their authorized representatives who choose to attend, **at specified time and date**. The bidder's representatives, who are present, shall sign an attendance register. Authority letter shall be submitted by the bidder before they are allowed to participate in bid opening (The format as given in **Annexure-C of the Bid Document**).

ii. The purchaser will first ensure the availability of Bid Security and cost of tender (if downloaded from website) in envelope 'A', if any of these are not available the remaining "B&C" envelopes will not be opened and the bid will be rejected at that stage itself.

iii. The purchaser shall then open the technical bid contained in envelope-B and check the availability of all the documents as per clause 10.1. **During this opening of technical bids, purchaser shall check availability of required document in general. Evaluation of the technical bids in details shall be done by the purchaser on a later date before opening of the financial/price bid.**

- iv. For technically responsive bids the **Financial/ Price bids (Envelope-C)** will be opened on the due date and time.
- 19.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 The Bidder's names, Bid prices, Modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate; will be announced at the time of opening.
- 19.4 The date fixed for opening of bids, if subsequently declared as holiday by BSNL; the revised date of schedule will be notified. However, in absence of such notification; the bids will be opened on the next working day, time and venue remaining unaltered.

20. CLARIFICATION OF BIDS:

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

21. PRELIMINARY EVALUATION:

- 21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Prior to the detailed valuation, pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid documents. For purposes of these clauses, a substantially responsive bid is one which conforms, to all the terms and conditions of the Bid documents without material deviations. The purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse of extrinsic evidence.
- 21.3 A bid, determined as substantially non-responsive will be rejected by the Purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity also the purchaser shall not be bound to show the reasons/causes of rejection of the bid.
- 21.4 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

- a. The evaluation and comparison of responsive bids shall be done on the basis of net cost to BSNL on the prices of goods offered inclusive of duties and taxes (But excluding CENVAT-able duties and taxes), Sales Tax, Packing, Forwarding, Freight and Insurance charges etc. as indicated in column -17 of the price schedule in section VI, Part-II of the Bid Documents. As stipulated in clause 9.1, Octroi /Entry Taxes are not to be included in the composite price and hence the same will

not be considered for the purpose of evaluation and comparison of responsive bids. However, Octroi/Entry Taxes will be paid extra as per actual, wherever applicable on production of proof of payment/ relevant invoices/ documents.

- b.
 - i) “Duties and taxes for which the firm has to furnish CENVAT-able challans/invoices will be indicated separately in the PO/APO”
 - ii) Vendor should furnish the correct E.D./Custom tariffs head in the price schedule. If the credit for the duties and taxes under CENVAT credit rules 2004 is found to be not admissible at any stage subsequently owing to wrong furnishing of tariff head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.
 - iii) In case, the duties and taxes which are non CENVAT-able as per the quotas indicated in the price schedule by the vendors and subsequently at any stage it is found that credit for such duties and taxes is admissible as per CENVAT credit rules 2004, then the vendors will be liable to refund the amount equivalent to such duties and taxes if already paid to them. However, the purchaser may allow the supplier to submit necessary document in this regard which may enable the purchaser to avail the CENVAT credit provided such credit is still available for the amount so paid as per CENVAT credit rules 2004.
 - iv) The purchaser reserves the right to ask the bidder to submit documentary proof conforming the correct tariff head from the ED/Custom authority where the tariff head furnished against the particular tendered item by different bidders from each other or the same is found apparently not furnished in accordance with ED/customs tariff notifications.
 - v) “If the supplier fails to furnish necessary supporting document i.e excise/custom invoices 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”.

Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.

Purchaser may Negotiate with L1 bidder only or can make counter-offer against the prices quoted by any bidder.

23. CONTACTING THE PURCHASER:

Subject to Clause 20, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

Any effort by a bidder to influence the Purchaser in the Purchaser’s bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

F. AWARD OF CONTRACT.

24. AWARD OF CONTRACT:

The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been Type Approved/Validated by the Purchaser. The purchaser reserves the right to counter offer price(s) against price(s)

quoted by any bidder. All terms and conditions applicable to the L1 bidder are also equally applicable to the bidder/bidders, who will accept the counter offer for supply of materials.

25. **PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:**
- a. The purchaser will have the right to increase or decrease the quantity by up to 50% of the total quantity of goods and services specified in the Schedule of Requirements without any change in unit price of the ordered quantity or other, terms and conditions at the time of award of contract or up to 50% of the additional quantity of goods and services contained in the running tender/ contract can be ordered within a period of twelve months from the earliest date of acceptance of APO at the same rate or a rate negotiated downwardly with the existing vendors considering the reasonability of rates based on the prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.
 - b. In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender/contract within a period of 12 (twelve) months from the earliest date of acceptance of APO at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of the rates based on the prevailing market conditions and the impact of reduction in duties and taxes etc.
 - c. **Purchase orders will be placed in a phased manner as per the time to time requirement.**

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 for the Purchaser's action.

27. **ISSUE OF ADVANCE PURCHASE ORDER (APO)**

The issue of an APO shall constitute the intention of the Purchaser to enter into the contract with the bidder.

The bidder shall within 14 days of issue of the APO give his unconditional acceptance to the terms & Conditions of APO in writing along with performance security in conformity with **Section VIII** provided with the bid documents.

28. **SIGNING OF CONTRACT:**

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

28.2 Upon the successful bidder furnishing the performance security pursuant to Clause 27, the Purchaser shall discharge its bids security, pursuant to Clause 12.

29. **ANNULMENT OF AWARD:**

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

30. **COURT JURISDICTION:**

- i. Any dispute arising out of the tender/bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at **Bhubaneswar/ Cuttack**.
- ii. Where a contractor/bidder/vendor 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 **Bhubaneswar/Cuttack**.

31 **QUALITY ASSURANCE REQUIREMENTS:**

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

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

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

- i. Clause 15.1 of Section II-The bids will be recorded/ returned unopened, if covers are not properly sealed with "Personal seal" of the bidder.
- ii. Clause 12.1, 12.3 & 13.1 of Section II- The bids will be rejected at opening stage if bid security is not submitted as per Clauses 12.1 & 12.3 & bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- iii. Clause 2& 10 of Section II- If the eligibility condition as per clause 2, Section II is not met and/or documents prescribed to establish the eligibility as per Clause 10 of section II are not enclosed, the bids will be rejected without further evaluation.
- iv. Section VI: Price schedule- Prices are not filled in as prescribed in price schedule.
- v. Section II Clause 9.5 on discount which is reproduced below.
"Discount, if any, offered by the bidder shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account."
- vi)
 - a) Before outright rejection of the bid for non-compliance of any of the provisions mentioned in clause 32 (i) and (ii) of section-II and clause 2(i) of section-IV, the purchaser may extend opportunity to the Bidder(s)/Companies to explain it's/ their position. However if the person representing the company is not satisfied with the

decision of the Bid-opening team, he/they can submit the representation to Bid-opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender conditions, if any.

- b) The representations received in bid opening day shall be submitted to the competent authority for review if the bid opening team is satisfied with the arguments of the bidder(s)/companies mentioned in their representations and feel that there is prima-facie fact for consideration as early as possible and decision to this effect shall be communicated to the bidder company. If the reviewing officer finds it fit to open the bid of the petitioner, the bid(s) shall be opened by giving three (working) days notice to all the participating bidders to give opportunity to desirous participants to be present on the occasion.
- c) The purchaser shall not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection. Such bids shall be kept preserved in sealed cover as submitted by the bidder(s), however; desirous representatives of the participating bidders/ companies present on the occasion may put their signatures on the sealed envelopes if they intend to do so. Bids found liable for rejection will be returned to the bidders after issue of P.O. against instant tender.
33. Purchaser reserves the right to disqualify the supplier for suitable period who habitually failed to supply the equipment in time. Further, the suppliers whose equipment do not perform satisfactorily in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.
34. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
35. The bidder should give a certificate that none of his / her near relative is working in the units as defined below where he/she is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For the 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 institutions nominees and independent non-official part time Directors appointed by Government of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person, the tender 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 the firm or the concerned person
- The company or firm or the person will also be debarred for further participation in the concerned unit.
- The near relatives for this purpose are defined as :-
- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as Father, Mother, Son(s) and Son's wife (Daughter-in-law), Daughter(s) and Daughter's husband (Son-in-law), Brother(s) and Brother's wife, Sister(s) & Sister's husband (Bro-in-law).
- The format of the certificate to be given is“
- I _____,s/o _____R/o _____
_____ here by certify that non of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. Incase 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.” (Annexure- D)

SECTION III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION:

The General conditions shall apply in contracts made by the Purchaser for the supply of Tendered Item.

2. STANDARDS:

The Goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications.

3. PATENT RIGHTS:

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

4. PERFORMANCE SECURITY:

4.1.1 All suppliers (including small scale units, who are registered with the National Small Scale Industries Corporation under single point registration scheme) shall furnish performance security to the purchaser for an amount equal to 5% of the value of Purchase Order within 14 days from the date of issue of Advance Purchase Order by the purchaser.

4.1.2 Firms registered with NSIC should furnish **monthly turn over in support of their claims for meeting the delivery schedule duly certified by NSIC** within 14 days positively from the date of issue of APO.

4.1.3 In the event of non-submission of PBG within stipulated period the claim of vendor will be cancelled along with forfeiture of Bid Security.

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

4.3 The Performance Security Bond shall be in the form of a bank guarantee issued by a Scheduled Bank and in the form provided in the Bid Document, Section VIII, in favour of BSNL, C.G.M.T. Telecom. Orissa Circle, Bhubaneswar.

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

5. INSPECTIONS AND TESTS:

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

6. DELIVERY OF GOODS AND DOCUMENTS:

- 6.1 Delivery of the goods and documents shall be made by the Supplier in accordance with the terms specified by the Purchaser in its schedule of Requirements and special conditions of contract and the goods shall remain at the risk of the Supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the Purchase Order.
- 6.2 The delivery of the goods and documents shall commence immediately on placement of purchase order on vender and be completed within the Scheduled Delivery Period. The details delivery schedule will be given in Purchase order.
- 6.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the bidders at no extra cost during laboratory evaluation, validation/type approval and field trial if any.

7 **TRAINING:**

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

8 **INCIDENTAL SERVICES:**

The Supplier may be required to provide any or all of the following services:

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied goods.
- (b) Furnishing of tools required for assembly and/or maintenance of supplied goods.
- (c) Performance of supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties provided that this service shall not relieve the Supplier of any Warranty obligations under this Contract.

9. **SPARES:**

- i. The supplier shall be required to provide a list of the following material and notifications pertaining to spare parts manufactured or distributed by the supplier of spares including cost and quantity considered for arriving at the price of spares in section-II, clause-9.
 - a. Such spare parts as the purchaser may elect to purchase from the supplier provided that such purchase shall not relive the supplier of any warranty obligation under the contract.
 - b. In the event of termination of production of the spare parts, the supplier shall:
 - i. Give advance notification to the purchaser pending termination (not less than two years), in sufficient time to enable the purchaser to procure lifetime spare; and
 - ii. Following such advance intimation of termination, furnish at no cost to the purchaser, the blue prints, drawings and specifications of spare parts, if and when requested.
- ii. Over a period of three years starting from the date of final acceptance, the suppliers shall supply, at his own cost, all necessary spares which have not been included in the offer as part of the requirement. These spares should be

supplied within a maximum period of 30 days from the notification by the purchaser of his need.

10. **WARRANTY:**

10.1 The 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 for further twelve months. If any defect is not remedied within a reasonable time, the purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.

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

11. **PAYMENT TERMS:**

11.1 **95%** payment shall be made on 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 Inspection Certificate of QA 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) Xerox copy of Price Circular issued by the Competent Authority in respect of procurement of raw materials for Purpose of Price variation (PV) where applicable.
 - (xii) The Sea freight receipt as per the rates approved by the Ministry of Water & Surface Transport, if applicable.
- 11.2 a) The balance bill for 5% payment shall be submitted & it will be released 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 10.1 and 10.2 (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 purchaser may, at any time, by a written order given to the Supplier, make changes within the general scope of the contract in any one or more of the following.
- (a) Drawings, designs or specifications, where goods to be furnished under the contract are to be specifically manufactured for the Purchaser;
 - (b) The method of transportation or packing
 - (c) The place of delivery; or
 - (d) The services to be provided by the Supplier.
- 13.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the Supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

14. SUBCONTRACTS:

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

15. DELAYS IN THE SUPPLIER'S PERFORMANCE:

15.1 Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in its Purchase order. In case the supply is not completed in the stipulated delivery period as indicated in the Purchase Order, the purchaser reserves the right either to short close/cancel the purchase order and/ or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance un-supplied item at the risk and cost of the defaulting vendors.

15.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions, forfeiture of its

performance security, imposition of liquidated damages and/or termination of the contract for default.

15.3

- i. If, at any time during performance of the Contract, the Supplier or subcontractor(s) encounters conditions impeding timely delivery of the goods and performance of service, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its causes(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion, extend the period of performance of these contract by not more than 20 (twenty) weeks subject to furnishing of additional performance security by the supplier as per provisions given below.
- ii. The vendor has to submit their request for extension along with the undertaking as per clause-24 (Section-III- Fall Clause) and a copy of QA Inspection Certificate at least two weeks before the expiry of delivery period. The decision regarding extension shall be communicated within two weeks of the receipt of request.
- iii. In cases of piecemeal items, the amount of additional PBG should be 5% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought and
- iv. In cases of infrastructure/ turnkey projects other than as stated above, 1% of the total project value should be the value for additional PBG.
- v. The additional PBG shall be valid up to the period of original PBG.

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.

[Hint: Each case of delivery extension shall have to be examined afresh vis-à-vis the prevailing market prices .At the time of obtaining extension in delivery period, additional performance security @ 5% of the contract value will be taken for the turnkey contracts/Package supplies. For bulk supply contracts, the additional performance security will be @ 5% of the values of the remaining quantity yet to be supplied at the time of seeking extension by the vendor.]

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 15.2 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 Should the supplier fails to deliver the stores or any consignment thereof within the period prescribed for delivery, the Purchaser shall be entitled to recover @ **0.5%** of the value of the delayed supply for each week of delay or part thereof, for a period of up to **10(Ten) weeks** and thereafter @ **0.7%** of the value of the delayed supply for each week of delay or part thereof for another 10(Ten) weeks of delay. The extension beyond twenty weeks may be decided by the functional Director in most exceptional cases on case to case basis on the recommendation of the CGM, concerned stating reasons and justifications for grant of extensions of delivery period beyond twenty weeks. The LD will continue to be charged at a flat rate of 0.7% of the value of the delayed supply for each week of delay or part thereof beyond twenty weeks of delay.

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. **Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.** However, when supply is made within 21(twenty one) days of QA clearance in the extended delivery period, the consignee may accept the stores in such cases the L.D. charges shall be levied up to the date of QA clearance only.

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

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

18 TERMINATION FOR DEFAULT:

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

- (a) If the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 14.
- (b) If the Supplier fails to perform any other obligation(s) under the Contract; and
- (c) If the supplier, in either of the above circumstances(s) does not remedy his failure within a period of 15 days (or such long period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

18.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to clause 17.1 the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods.

However, the Supplier shall continue performance of the contract to the extent not terminated.

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 there with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, Orissa Telecom, Bhubaneswar or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the Officer for the time being entrusted whether in addition to the functions of the Chief General Manager, Orissa Telecom, Bhubaneswar or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, Orissa Telecom, Bhubaneswar or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the Chief General Manager, Orissa Telecom, Bhubaneswar or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager, Orissa Telecom, Bhubaneswar or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

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

20.3 The venue of the arbitration proceeding shall be the Office of the Chief General Manager, Orissa Telecom, Bhubaneswar or such other places as the arbitrator may decide.

21 **SET OFF:**

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

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

24 FALL:

The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 12.1 of section III. Further, if at any time during the contract

- a. It comes to the notice of purchaser regarding reduction of price for the same 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. The purchaser, for the purpose of delivery period extension, if any will determine and intimate the new price taking in to account various related aspects such as quantity, geographical location etc and the date of it's 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 it's effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/service at the risk and cost of the defaulting vendor. Besides considering the forfeiture of his performance security.

24.2

- a. The vendor, while applying for extension of time for delivery of equipment/service, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/or offered to sale the same or similar equipment/service to any person/organization including departments of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period".
- b. In case, undertaking as in clause 24.2(a) is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc to the purchaser, while applying extension of delivery period.

25 INSURANCE :

The equipment shall be got insured by the contractor up to the time it is delivered to the consignee. The supplier will be responsible till the entire quantity of stores ordered is received by the Consignee in good working condition. The Consignee will immediately but not later than the prescribed period of insurances on arrival of the stores at the destination notify the contractor of any loss/damages to the stores that may have occurred during the transit. The period of insurance cover will be indicated by the contractor to the Consignee / Paying Authority. In case of any loss or damage during the transit, the case will be lodged by the supplier with the concerned authority or receipt of report from the consignee/paying authority. The stores should on no account be despatched or delivered without getting the same tested/accepted by the BSNLQA) wing. The

consignee may lodge the claim of losses, if any, with the supplier up to a period of 45days from the date of receipt of stores. The Stores shall be despatched in prior consultation with the head of telecom circle / the consignee.

26. PRICE VARIATION:

- 26.1 The content of the lead for various sizes of batteries procured in BSNL to be taken into account for finalization of prices is indicated below.
- 26.2 The formula for calculation of prices for lead to be followed is “Average LME price of Lead in USD x SBITT selling rate averaged over the month.
- 26.3 LME price of Lead is indicated in USD per Tonne i.e. for 1000 kg. So for every increase/ decrease of Rs.1000 in price of Lead per MT effect will be Re.1 per kg. The weight / content of Lead of each size of battery proposed to be taken into account is indicated in table below.. Based on this, the content of Lead (in Kg) in a size of battery shall be considered to be the PV factor (in Rs.) for that size of battery.
- 26.4 For every increase or decrease of Rs.1000 in average LME price of Lead per M/T, price of Battery of that size shall increase / decrease accordingly.
- 26.5 **The PV for “LEAD” shall be allowed with ED & ST only (As per duty/Tax rate of L-1/ approved price).**
- 26.6 The base price of Lead for the purpose of PV shall be worked out & circulated every month. .
- 26.7 The Content of Supplier must not confuse the price quoted by them with the Base Price of the concerned raw materials. While quoting the price, they are at liberty to take all factors into account such as market price trend of the raw material, escalation, from time to time in the labour index, fluctuation in the price of raw materials for which compensation in the form of PV is not allowed by the Department etc. It is made clear to them that Base Price is the reference point for calculating the increase permitted. Under no circumstances, they are allowed to tamper with price mentioned for or decrease only due to change in raw material price/prices for which the PV is raw materials concerned communicated by BSNL Corporate Office, New Delhi as prevailed on being considered as Base Price.
- 26.8 Original Photostat copy of relevant circular from /BSNL New Delhi (duly attested) for the concerned raw material has to be produced for Price Variation as documentary evidence along with the bills preferred for payment.
- 26.9 Base Price of raw material in respect of LEAD as prevalent 30 (Thirty) days prior to the date of offering the stores for inspection will apply for the Price Variation clause (The date of offering being excluded).
- 26.10 Any increase in the price of the raw material i.e, (on which the price variation is applicable) beyond the Scheduled Delivery Date will go to the supplier’s account but the benefit of any downward revision will to the Purchaser.
- 26.11 It is made clear that the suppliers have to make their own arrangement for the raw material from the market and the department shall not provide any assistance for essentiality certificate in this regard. The above guidelines have been given only for the purpose of Price Variation.
- 26.11 For quoting the rates, the bidders shall take the base price of LEAD for the month of Dcember’ 2009 as Rs. **109557.00 (Rs. One Lakh Nine Thousand Five Hundred Fifty Seven Only) per M.T. excluding excise duty. Price variation shall be calculated taking base price of LEAD for the month of Dcember’ 2009 as Rs. 109557.00 as reference.**

LEAD CONTENT OF VARIOUS SIZES OF TUBULAR VRLA BATTERIES.

Price Variation for Different Sizes of Tubular VRLA Batteries

Battery Sizes ->	400 AH	600 AH
Weight/ Content of LEAD in Kg.	421.68	593.640
PV (In Rs.) for every increase/ decrease of Rs. 1000 in average LME price of Lead per MT	421.68	593.640

SECTION IV
SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the '**Instructions to Bidders**' as contained in Section II & '**General (Commercial) Conditions of the Contract**' as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
2. i). The bank guarantee for bid security or NSIC certificate for claiming exemption from submission of bank guarantee against bid security, as prescribed in clauses 12.1 & 12.3, Section II of the bid document shall be submitted along with the bids in a separate cover. The bank guarantee so submitted shall be as per the format given in section-VIII on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its Telephone number and FAX number. This cover should be super-scribed as "**BID SECURITY FOR TENDER NO. _____ issued _____ on date _____.**"
 - (ii) In case where the document of bid security is not submitted in the manner prescribed under clause 2 (i) above, covers containing the technical and financial offers **SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.**
3. The small scale industries registered with National Small Scale Industries Corporation (NSIC) under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit documents in respect of their monetary limit and financial capability duly certified by NSIC. These concessions only be allowed to the extent of their monetary limit and they are liable to submit Bid security for the excess amount. Amount to be deposited towards EMD by different category of SSI limits is as per Annexure-A.
4. i) The supply will be accepted only after quality assurance test are carried out by Quality Assurance Wing of DOT as per prescribed schedule and material passing the test successfully and after excise gate pass issued by excise authorities, Govt. of India for the purpose.
ii) The QA units of BSNL while clearing the equipment/store will strictly adhere to the package discipline as described in purchase order, all the packages during delivery period only will be deemed to have been supplied within the scheduled delivery period.
5. Date fixed for opening of bids is, if subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
6. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
7. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

8. The purchaser reserves the right to have negotiation with L1 party or to counter offer price(s) against price(s) quoted by any bidder.
9. Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
10. The configuration of equipment supplied shall be carrier class and should conform to the specification of the schedule of requirement at Section-I and all subsequent amendments supplied from time to time.
11. The QA units of BSNL while clearing the equipments / Stores will strictly adhere to the package discipline as described in Purchase Order. Supplies made in full, as per Purchase Order of all the packages during delivery period only will be deemed to have been supplied within the scheduled delivery period.
12. **Purchase orders will be placed in a phased manner as per the time to time requirement.**
13. **DISTRIBUTION OF QUANTITY:**

The purchaser intends to limit the maximum of vendors among which orders will be placed, to the numbers as mentioned in column number 12 of the NIT in Section-I against each item from the list of bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. Consideration of placement of orders shall be as per the table below. However, if required numbers of vendors do not come up, the purchaser reserves the right to distribute the entire quantity among the qualified bidders. The quantity of distribution shall be as per the table below.

No. of eligible bidders	Distribution of quantity among the vendors.	L1 Bidder	L2 Bidder	L3 Bidder	L4 Bidder
(i)	(ii)	(iii)	(iv)	(v)	(vi)
One	L1 bidder	100%	Nil	Nil	Nil
Two	L1 & L2 bidder	70%	30%	Nil	Nil

Note: *If more than one bidder come in the same rate slot by quoting the same price, the total numbers of vendors for the purpose of award of orders may vary. In such case(s), the purchaser may exercise it's own discrete. However, the purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.*

SECTION V

BID FORM

Tender No.

Dated.

**To
The Chief General Manager, Telecommunications,
Orissa Circle; Bhubaneswar.**

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos., the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and delivery in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this bid.
2. If our Bid is accepted, we will obtain the guarantee of a Scheduled Bank for a sum not exceeding 5% of the contract sum for the due performance of the Contract.
3. We agree to abide by this Bid for a period of **180 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. 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.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of 200

Signature of in capacity of

Name of the Firm with full address

Tel. No.-

FAX No.-

Duly authorised to sign the bid for and on behalf of

Witness

Address

Signature.....

SECTION VII

BID SECURITY FORM

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

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the Period of Bid validity.
 - a). fails, or refuses to execute the Contract, if required, or
 - b). fails or refuses to furnish performance security, in accordance with the Instructions to Bidders.

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

This guarantee will remain in force as specified in clauses 12 and 28.2 of section II of the Bid Document up to and including Thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank

Name.....

- Signed in capacity of
- Name of Witness
- Signature of Witness
- Address of Witness
- Full Address of Branch
- STD Code & Telephone No. of Branch
- FAX No. of Branch

SECTION VIII

PERFORMANCE SECURITY GUARANTEE (BOND FORM)

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

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

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / suppliers 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 contractor(s) / supplier(s) shall have no claim against us for making such payment.

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

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

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

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

Dated the date

For

(Indicate the name of the Bank)

ANNEXURE-A

(Amount of Bid Security to be submitted by SSI Units registered under NSIC for the tendered items along with the Bid in form of Bank Guarantee)

S. N.	Slab of financial Limit of SSI Unit under single point registration	Amount of Bid Security in Rs.
1	2	3
1	5 Lakh	1,92,000.00
2	10 Lakh	1,82,000.00
3	15 Lakh	1,72,000.00
4	20 Lakh	1,62,000.00
5	25 Lakh	1,52,000.00
6	30 Lakh	1,42,000.00
7	50 Lakh/ W/O Limit	1,02,000.00

NB: If the financial limit of any SSI Unit falls between any two slabs, required bid security will be equal to that of the lower slab of the two.

ANNEXURE-B

AMOUNT OF BID SECURITY TO BE SUBMITTED BY DEFAULTING VENDORS

SL No	Name of the firm	Address	Name of the items	Amount of Bid security to be submitted in Rs.	Remarks
1	2	3	4	5	6

ANNEXURE-C

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject : Authorization for attending Bid opening on _____ (date)
in the tender of _____

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

Order of Preference	Name	Specimen Signature
I		
II		

Alternate Representative

Signature of Bidder
Or
Person authorized to sign the Bid Document on behalf of the Bidder.

- Note :**
1. Maximum of two representatives will be permitted to attend the Bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
 2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not recovered.

ANNEXURE-D

UNDERTAKING

(To be submitted along with the Bid)

“I _____,

S/O _____

Resident of _____

hereby certify that non of my relative(s) as defined in the tender document is / are employed in BSNL unit as per details in tender document clause 35 of section-II. 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 “.

Date _____

Signature

Name:

Office Seal:

N.B. *In case of proprietorship firm, this undertaking will be given by the proprietor. For the partnership firm, this 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 institutions nominees and independent non-official part time Directors appointed by Government of India or the Governor of the state.*

ANNEXURE-E

The Supplier/bidder shall give the mandate for receiving the payment costing Rs. 5 Lakh and above electronically and shall furnish the following informations.

i.	Beneficiary bank name	
ii	Beneficiary branch name.	
iii	IFSC code of beneficiary branch	
iv.	Beneficiary account number.	
v.	Branch serial number (MICR number)	

Signature of bidder

Office Seal

Bharat Sanchar Ngam Limited
(A Government of India Enterprise)
O/o the Chief General Manager, BSNL; Orissa Telecommunication Circle
Bhubaneswar-751022.

BID DOCUMENT

TENDER FOR

TUBULAR VRLA
BATTERIES
(Gel Technology)

(400 Ah & 600 Ah)

TENDER NO: Plg/12-05/TENDER/VRLA-T.Gel/09-10

PART-B “FINANCIAL BID”

Particulars of issue of Tender documents	
Payment of cost of Tender document- Rs.	Particulars of DD number and date.
Name of the tenderer:	

A.D.(MM)
O/o the C.G.M.T., BSNL
Orissa Telecommunications Circle-hubaneswar.

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

**SECTION VI
PRICE SCHEDULE INDIGENOUS EQUIPMENT/MATERIALS**

Sl. No	Item Description	Quantity	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

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.

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

Date:

