



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

**TENDER
FOR**

**SUPPLY OF TOOLS AND OTHER RELATED ITEMS IN
RANCHI SSA.**

(To be opened on 04.05.2007)

Bharat Sanchar Nigam Limited

Office of The GMT,
RANCHI Telecom District,
RANCHI
Visit us at

<http://www.jharkhand.bsnl.co.in>

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BID DOCUMENTS SECTION-I

NOTICE INVITING TENDER

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)
Office of The GMT, RANCHI Telecom District, RANCHI

TENDER NO: GMTD/Tender/07-08/02

Dated at RANCHI The 12.4.2007.

ON BEHALF OF GENERAL MANAGER TELECOM, RANCHI SSA, SEALED TENDERS ARE INVITED FOR SUPPLY OF TOOLS AND OTHER RELATED ITEMS IN RANCHI SSA WORTH OF RS. 04 LAKHS (RS. FOUR LAKHS) ONLY.

THE INDIAN COMPANIES / SUPPLIERS REGISTERED TO MANUFACTURE / SUPPLY THE TENDERED ITEM IN INDIA, AND HAVE EXECUTED EDUCATIONAL / COMMERCIAL ORDERS ARE ELIGIBLE TO PARTICIPATE IN THE TENDER.

BID SECURITY / EMD IN THE FORM OF BANK GUARANTEE/ CROSSED DEMAND DRAFT WILL BE Rs 10,000.00 (RUPEES TEN THOUSAND ONLY).

<i>Sl. No.</i>	<i>Name of the work</i>	<i>Estimated Cost</i>	<i>E.M.D. In Rs.</i>	<i>Security Deposit In Rs.</i>	<i>Last date for issue of Tender Schedule</i>	<i>Last date for receipt of Tender Schedule</i>	<i>Date of opening of Technical bid</i>
1.	Supply of Tools & other related items in Ranchi SSA.	Rs. 4,00,000/-	Rs. 10,000/=	Rs. 10,000/=	03.05.07 up to 14:00 hrs	04.05.07 up to 14:00hrs	04.05.07 at 15:30 hrs.

INTENDING BIDDERS MAY OBTAIN THE COPY OF THE COMMERCIAL CONDITIONS ALONG WITH RELEVANT SPECIFICATIONS [BID DOCUMENT(S) {BD}] FROM THE DIVISIONAL ENGINEER (PLG) OFFICE OF THE GMT, RANCHI, RANCHI TELECOM DISTRICT, RANCHI, ON PAYMENT OF Rs.561/- (Rs. FIVE HUNDRED AND SIXTY ONE ONLY) NON-REFUNDABLE, WITH EFFECT FROM 12/04/2007 BETWEEN 11.00 HRS AND 14.00 HRS ON ALL WORKING DAYS. THE INTENDING BIDDER(S) MAY DOWN-LOAD / COPY THE BD FROM THE WEB-SITE OF RANCHI TELECOM AND THE COST OF BID BE KEPT WITH THE BID SECURITY. THE PAYMENT WILL BE ACCEPTED IN THE FORM OF CROSSED DEMAND DRAFT, DRAWN ON ANY NATIONALIZED BANK, IN FAVOUR OF **ACCOUNTS OFFICER (CASH), BHARAT SANCHAR NIGAM LIMITED**, o/o THE GMTD, RANCHI.

LAST DATE OF DROPPING OF TENDERER : 04.05.07 TIME UPTO 14:00 HOURS
DOCUMENT
DATE OF OPENING OF TENDER : 04.05.07 TIME at 15.30 HOURS

Tender documents can be submitted in person / by registered post / by courier. Late delivered tender document will not be entertained. BSNL, Ranchi is not responsible for lost document in postal transit.

Signature of Bidder/Tenderer

Eligibility of Bidder :

- i) Firm Registration No.. (Attested Copy of the same to be submitted)
- ii) PAN No. (Attested Copy of the PAN card to be submitted)
- iii) Sales Tax Registration No. / TIN No.

The tender which is not accompanied by the requisite EMD shall be summarily rejected. Tenders will not be accepted / received after the expiry of the scheduled date and time. **The General Manager, BSNL, Ranchi, reserves the right to reject any or all tenders without assigning any reason whatsoever.**

**D.E. (Planning),
O/o THE GENERAL MANAGER TELECOM,
BHARAT SANCHAR NIGAM LIMITED,
RANCHI.**

SECTION-II
INSTRUCTIONS TO BIDDER(S)
A INTRODUCTION

1. DEFINITIONS

- (a) **“The Purchaser”** means the General Manager Telecom, RANCHI SSA (GMT-RANCHI), acting on behalf of Bharat Sanchar Nigam Limited (BSNL) and Nigam and/or Department means Bharat Sanchar Nigam Limited (BSNL).
- (b) **“The Bidder”** means the individual or firm who participates in the tender and submits its bid.
- (c) **“The Supplier”** means the individual or firm supplying the goods under the contract.
- (d) **“The Goods”** means all equipment, machinery and/or other material(s)/item(s), which the Supplier is required to supply to the Purchaser under the contract.
- (e) **“The Advance Purchase Order”** means the intention of the Purchaser to place the Purchase order on the bidder.
- (f) **“The Purchase Order”** means the order placed by the purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein if any. 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/part and proper performance of its contractual obligations.
- (h) **“SSA”** stands for Secondary Switching area or Telecom District of BSNL, and “SSA head” means General Manager Telecom District (GMTD)/GMT-RANCHI and/or Authority and/or any In-charge-Officer and/or officer nominated by the Authority or otherwise of the District(s) as the case may be.
- (i) **“Validation”** is a process of testing the equipment and/or supplied item(s)/goods/material(s) as the case may be as per the specifications including requirements for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability, environmental and other tests if applicable and/or asked to do so as the case may be.

2. ELIGIBLE BIDDERS:

2.1 The companies registered to manufacture and/or to supply the tendered item(s) or duly authorized by the manufacturer(s) to supply the tendered item(s) and submit the bid for the same are eligible to participate in this tender.

2.2 Bidder should have supplied the tools items to the tune of Rs.1,00,000/- to any two units of BSNL and/or to any state/central Government units and/or to any PSU or otherwise successfully within last two years (Financial years)

or

They must be authorized dealer of the items to be supplied..

2.3 Bidders will submit the performance certificate as per format given in Section- XIII, from Dy. General Manager or equivalent officer or above level officers. The General Manager Telecom

District, RANCHI reserves the right to waive any irregularity and to relax the term(s) and condition(s) or otherwise of the Bid Document(s) [BD] and the decision of The General Manager Telecom District, RANCHI shall be final & binding upon the Bidder(s)/tenderer(s)/contractor(s)/supplier(s).

2.4 This is a contract for the supply of tools and other related item(s) as mentioned in scope of work.

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 Document.

The Bid Document includes:

- 1 Notice inviting tender
- 2 Instructions to Bidders
- 3 General Conditions of the Contract
- 4 Special Conditions of Contract
- 5 Technical Specifications & Schedule of Requirements
- 6 Scope and description of work
- 7 Price Schedule
- 8 Techno-commercial Bid submission Form
- 9 Bid Security (bond) Form
- 10 Performance Security Guarantee (Bond) Form, etc.
- 11 Letter of Authorization for Attending Bid Opening
- 12 Format of Acceptance of Advance Purchase Order
- 13 Declaration in respect of down-loaded/copied of Bid Document(s) [BD].

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 (BD) in every respect will be at the bidders risk and shall result in rejection of the bid.

5. CLARIFICATION OF BID DOCUMENTS:

5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing or by FAX or otherwise at the Purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **not later than 07 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.

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

6. AMENDEMENT OF BID DOCUMENTS:

- 6.1 At any time, prior to the last date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid document by amendments.
- 6.2 The amendments shall be notified in writing or by FAX or otherwise 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 and the decision in this regard of The General Manager Telecom District, RANCHI shall be final & binding upon the bidder(s)/tenderer(s)/contractor(s)/supplier(s).
- 6.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the purchase may, at its discretion, extend the deadline for the submission of bids suitably and the decision in this regard of The General Manager Telecom District, RANCHI shall be final & binding upon the bidder(s)/tenderer(s)/contractor(s)/supplier(s).

C. PREPARATION OF BIDS

7 DOCUMENTS COMPRISING THE BID:

7.1 Techno-Commercial Bid

The Techno-commercial bid prepared by the bidder shall have **covering letter in the format given in Section-IV**, and shall comprise the following components:

- (a) Documentary evidence to establish that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted (detailed in clause 10 of this Section).
- (b) Bid Security in the form of Demand draft of Nationalized Bank or Bank Guarantee.
- (c) All the pages of ORIGINAL tender document, duly signed by bidder or his authorized signatory, confirming the bidders acceptance of the clauses mentioned on the pages. **Special attention is to be paid to Section-IV where the individual characteristics/components/accessories if the item(s)/material(s)/goods to be supplied; mentioned in the Technical specifications need to be ticked for Complied/Not-Complied. Compliance statements on separate sheets are not acceptable.** If higher configuration is offered, complied should be ticked. Make and Model is to be mentioned against each item in the Schedule of Requirement (Section-VI).
- (d) Latest Valid Income Tax/Sales Tax Registration Certificate- attested from Gazetted officer.
- (e) The technical literature, brochure & drawings as the case may be from OEM/Tools item(s) Manufacturer(s) to support the claim of compliance to technical specifications given by the bidder. For certain technical specifications which are not explicitly mentioned in the brochures, etc., clarifications from OEM/Tools item(s) Manufacturer(s) need be attached – In original as the case may be.

7.2 Financial bid

Price schedule pages (Section-VII) are should be kept with the original bid-document.

BID SUBMISSION FORM:

- 8.1 The bidder shall use the Bid Submission Form (as available in Section-IV) as the format for the covering letter while submitting the techno-commercial bid.
- 8.2 Bid document is not transferable (in case of purchase). The Bid from any firm which has not obtained the bid document from this office on payment of required fee shall be rejected except down-loading/coping from the web-site as stated in the BD thereof.

8.3 Bids submitted by the tenderer(s)/contractor(s)/supplier(s)/bidder(s) in their own Performa are liable to be rejected.

9 BID PRICES:

9.1 The bidder shall give the total composite price inclusive of all levies and taxes i.e. Sales Tax, Excise Duty, Packing, forwarding, freight (including unloading & handling charges, if any, at consignee premises), insurance charges, installation, testing & commissioning of items if any and if applicable, but exclusive of Octroi / Entry Tax. Local taxes like Octroi and Entry Tax vary from state to state and consignee to consignee and the same shall be reimbursable on actual basis (wherever applicable) on presentation of documentary proof at the time of raising invoices by the bidder(s). The basic unit price and all other components of the price need to be individually indicated against the goods proposed to be supplied under the contract, strictly as per price schedules given in Section-VII for all the District(s)/Place(s)/SSA(s) for which bidder has opted to quote. The offer shall be firm in Indian Rupees. No foreign exchange shall be made available by the Purchaser.

9.2 Bidder(s)/Tenderer(s)/Contractor(s)/supplier(s) must quote the prices for all the items given in the price schedule.

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 shall be rejected. Prices quoted should be free from any preconditions regarding payments, etc. or otherwise bid is liable to be rejected

9.4 "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.

9.5 Break up in various heads like Sales tax, Excise duty, Packing, forwarding, freight & insurance charges, etc. is for the information of the Purchaser and any change in these will have no effect on price during the scheduled period of delivery and during extended delivery period.

10 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents and/or which ever is required as per terms and conditions of Bid Documents.

- (i) Certificate of incorporation as the case may be.**
- (ii) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.**
- (iii) Registration certificate from State Director of Industries or from Secretariat for Industrial Approval (SIA), Ministry of Industries, Government of India if applicable.**
- (iv) Approval from Reserve Bank of India/SIA in case of foreign collaboration if applicable.**
- (v) The bidder shall furnish documentary evidence that he has the Financial/Technical capability to perform the contract such as Annual report for last 02 (two) years published/signed by Chartered Accountants, certificate from Bankers (solvency certificate for an amount equal to Rs.2,00,000/- (Rs. Two Lakhs), Clearance from Income Tax and Sales Tax in original or attested Xerox copy, etc..**
- (vi) Certificate of Authorization of distributor/dealers from original manufacturers**
- (vii) Performance Certificate as per Section-XII.**

- 10.2 (i) The bidder shall furnish Annual Report and/or a certificate from its bankers as evidence that he has financial capability to perform the contract.
- (ii) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

11. DOCUMENTS ESTABLISHING GOOD'S 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 evidences of the "goods and services" conformity to the Bid Documents, may be, in the form of literature, drawings, data, etc. and the bidder shall furnish:
- (a) a detailed description of goods with essential technical and performance characteristics.
- (b) **a clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Technical Specifications (Section-V), Commercial Conditions (Section-III) and Special Conditions (Section-IV), etc. shall not be considered.**
- 11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2 above, the bidder shall note that the standards for the workmanship and/or material and/or item(s) and/or equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive as the case may be.

12. BID SECURITY

- 12.1 **Pursuant to clause 7, the bidder shall furnish, as part of his bid, a bid security/EMD for an amount of Rs10,000.00/- (Rupees Ten Thousand only).** The bidders (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security up to the amount equal to their monetary limit. In case of bidders having monetary limit as "NO LIMIT", the exemption will be limited to Rs.50,00,000/- (Rupees Fifty Lakhs) only as per existing policy of BSNL. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid.
- 12.2 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.3 The bid security/EMD shall be in the form of a Demand Draft OR Bank Guarantee issued by a Nationalized Bank in favor 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 & 12.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.**

- 12.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of the bid validity prescribed by the purchaser pursuant to clause 13.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security.
- 12.7 The bid security may be forfeited:
- (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
 - (b) In the case of successful bidder, if the bidder fails:
 - (i) to sign the contract in accordance with clause 28 or
 - (ii) to furnish performance security in accordance with clause 27.
 - (c) In both the above cases, i.e. Clause 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 and this is without prejudice to any other action as per the terms and conditions of BD thereof and as per the guide-lines of BSNL (HQ) and time to time modifications thereof. Moreover the bidder shall not approach the court against the decision of BSNL in this regard.

13. PERIOD OF VALIDITY OF BIDS

- 13.1 Bid shall remain valid for **150 days** from the date of opening of bids prescribed by the purchaser pursuant to clause 19.1. **A bid, valid for a shorter period, shall be rejected by the purchaser being non-responsive.**
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

14 FORMAT AND SIGNING OF BID

- 14.1 This is single bid system. Hence the Bidder shall submit the bids in the following manner,
- (a) Single Envelope will contain -Bid Security and/or NSIC document(s) and cost of BD in case of down-loading/copying from web-site, Techno-Commercial Bid and Price bid (Financial Bid) [Section-VII].
- 14.2 One Complete set of bid document inclusive of Notice inviting tender, instructions to bidders, conditions of contract, specification and bid schedule should be returned along with the bid, and each page of the complete document should be signed and sealed by the bidder or his authorized representative, who is authorized to sign the bid and the contract.
- 14.3 The Bid shall be signed by the bidder or by a person or by persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. **All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or by persons signing the bid. The bids submitted shall be sealed properly as stated in the BD therein.**

- 14.4 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or by persons signing the bid.

D. SUBMISSION OF BIDS

15. SEALING AND MARKING OF BIDS

- 15.1 The Bidder shall arrange the documents properly in accordance with clause(s) as stated in the BD thereof. Please note this is single bid system.
- 15.2 The Envelopes as stated shall be addressed to:
DE (Planning), Office of the GMT, RANCHI Telecom District, RANCHI, RANCHI
- 15.3 The envelope as stated above shall bear the respective name of the Bid(s) and the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- 15.4 The envelope shall indicate the name and address of the bidders to enable the bid to be return unopened in case it is declared 'late' or rejected or otherwise.
- 15.5 Tender shall either be sent by registered post or by Speed Post of Dept. of Post, Govt. of India or delivered in person under proper receipt, so as to be received by purchaser and on the address mentioned above not later than the due time on due date. The responsibility for ensuring that the tenders are delivered in time would rest with the bidder. Purchaser shall not be responsible if bids are delivered elsewhere.
- 15.6 The Purchaser may, at its discretion, extend deadline for the submission of bids in which case all rights and obligations of Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 15.7 Not more then one offer shall be permitted from the same bidder.
- 15.8 If the envelope as stated above are not sealed and marked as required at Para 15.1 the bid may be rejected.

16. SUBMISSION OF BIDS

- 16.1 **Bids must be received by the Purchaser at the address specified under Para 15.2 not latter than 14:00 hrs. On due date.**
- 16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.
- 16.3 The bidder shall submit his bid offer against a set of bid documents purchased/downloaded/copied as the case may be by him for all of the item(s)/goods /material(s) /system(s) /equipment(s) as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However not more than one independent and complete offer shall be permitted from the bidder.

17. LATE BIDS

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

18 MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.
- 18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15. A withdrawal notice may also be sent by FAX or otherwise but followed by a signed confirmation copy by post **not later than the deadline for submission of bids.**
- 18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

19. OPENING OF BIDS BY PURCHASER

- 19.1 Bid will be opened in the chamber of DE (Plg) , O/o The GMTD, 4th Floor, Telephone Bhawan , RANCHI at schedule date and time. The purchaser/authorized committee shall open bid including in the presence of bidders or their authorized representatives who chose to attend, at 15.30 hrs on due date. The bidder's representatives, who will be present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (Format is given in Section-XI).
- 19.2 A maximum of two representatives of 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 and the decision in this regard of The General Manager Telecom District, RANCHI shall be final & binding upon the bidder(s)/tenderer(s)/ contractor(s)/ supplier(s).
- 19.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

20. 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 the 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 etc.
- 21.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.

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

21.3 Prior to the detailed evaluation pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one; which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence and the decision in this regard of The General Manager Telecom District, RANCHI shall be final & binding upon the bidder(s)/tenderer(s)/contractor(s)/supplier(s).

21.4 **A bid, determined as substantially non-responsive may be rejected by the purchaser.**

21.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or effect the relative ranking of any bidder and the decision of the authority in this regard shall be final and binding up on the tenderer(s)/contractor(s)/bidder(s)/supplier(s).

22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

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

22.2 The evaluation and comparison of responsive bids shall be done on the price of the goods/item(s)/material(s) offered inclusive of Levies & Taxes i.e., Sales Tax & Excise Duty, packing, forwarding, freight and insurance, etc. as indicated in the Price Schedule of the Bid Document but exclusive of Octroi/entry tax which will be paid extra as per actual, wherever applicable on the production/submission of original document(s) as the case may be.

22.3 L1 rates be concluded and/or L1 bidder be decided from the bidder(s) whose total cost is minimum amongst all other bidder(s)/contractor(s)/tenderer(s)/supplier(s). [For example let there be three bidders A,B and C and the total cost of supply be Rs.100/- and they be quoted for all the items as per the schedule of requirement (Section-VI) and the total cost of them be Rs.119/- for bidder-A, Rs.110/- for bidder-B and Rs.125/- for bidder-C respectively. Here in this case the bidder-B is L1 and he shall be processed accordingly. Work may be awarded to more than one bidders at L1 rate as per requirement.

23. CONTACTING THE PURCHASER

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

23.2 **Any effort by a bidder to modify his bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.**

F AWARD OF CONTRACT

24. PLACEMENT OF ORDER

(a) 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/item(s)/material(s) have been type approved/validated by the purchaser as the case may be as per the need and/or necessity and/or requirement in the SSA and/or any unit/sub-unit as the case may be during the contract period to supply the tools and other related item(s) in the SSA. **The Purchaser reserves the right to counter offers price(s) against price(s) quoted by any bidder.**

(b) The said contract for the supply of tools and other related item(s) in the SSA be valid for one year from the final acceptance of APO and/or from the date of submission of performance bank guarantee (PBG) whichever is later.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

(a) BSNL will have the right to increase or decrease up to 50% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract and/or the said contract period as stated in the BD thereof.

(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 50% of the quantities of goods and services contained in the running tender/contract within a period of twelve months and/or during the extended contract period as the case may be from the earliest date of acceptance of APO at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes, etc..

(c) The Authority expressly reserves the right to extend the contract period for the supply of tools and other related item(s) in the SSA and also reserves the right to truncate the said period as per the need and the situation at that point of time to cope up with the emergencies as the case may be.

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(s) whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action. The decision in this regard of The General Manager Telecom District, RANCHI shall be final & binding upon the bidder(s)/tenderer(s)/contractor(s)/supplier(s).

27. ISSUE OF ADVANCE PURCHASE ORDER

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

27.2 The bidder shall within 14 (fourteen) days of issue of the advance purchase order, give his acceptance along with performance security in conformity with Section-IX as stated in the bid document(s) therein.

28. SIGNING OF CONTRACT

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

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

29. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 27 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security without prejudice to any other action as stated above in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids and the decision of the General Manager, RANCHI in this regard shall be final and binding up on the bidder(s)/contractor(s)/tenderer(s)/supplier(s).

30. While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. **Non-compliance of any one of which shall result in out right rejection of the bid:**

- (i) **Clause 15.1 of Section-II: The bids will be recorded/returned unopened if covers are not properly sealed with 'PERSONAL SEAL' of the bidder.**
- (ii) **Clauses 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 and 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 of 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) **Clause 11.2 (c) of Section-II:** If clause-by-clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation. **In case of no deviations, a statement to that effect must be given.**
- (v) **Section-III General (Commercial) conditions, Section-IV Special Conditions of Contract & Section-V Technical Specifications:** Compliance if given using ambiguous words like "Noted", "Understood", and "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- (vi) **Section-VII Price Schedule:** Prices are not filled in as prescribed in price schedule.
- (vii) **Section-II clause 9 and sub-clauses thereof on discount which is reproduced below:**

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

31. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds and the decision of the authority shall be final and binding upon the contraction(s).bidder(s)/tenderer(s)/supplier(s).

32. The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. Moreover bidder(s) shall note that the decision of the Authority regarding meanings and the effects of the

Bid Document(s) shall be final and legally binding up on Bidder(s)/Tenderer(s)/Contractor(s)/supplier(s). In case of proprietorship the proprietor will give registered firm certificate. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person. 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 and/or as per prevailing law in this regard as the case may be.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

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

SECTION-III GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

2. GENERAL

- (i) The contractor during the period of this contract shall supply all the goods mentioned in Schedule of requirement, conforming to the standards as prescribed in the Technical Specifications and carry out the works as described in Scope and description of work.
- (ii) The contractor shall employ the requisite number of workmen with means, material and tools required if any and as the case may be for the proper execution of work within the time prescribed in the agreement as stated in the BD therein.
- (iii) The contractor shall not charge any extra amount for traveling or transport expenses, overtime allowance and charges for materials used by him and will not be entitled to get compensation for any damage or loss in the course of execution of works as stated in the BD therein .
- (iv) The contractor shall execute the work in the most efficient manner in every respect and in strict accordance with the instructions given to him from time to time by SSA head and/or his representative and/or In-Charge-Officer, including the term(s) and condition(s) of the Bid Document(s) and instructions contained in the agreement and/or as per the guide-lines of BSNL (HQ) and time to time modifications thereof.

3 INDEMNIFICATION

- (i) The contractor shall indemnify BSNL against all third party claims of infringement of patent, trademark or industrial design rights, if any, as and when they arise.
- (ii) In every case in which by virtue of the provisions of Workmen Compensation Act, BSNL is not obliged to pay compensation to a workmen employed by the contractor in execution of work of supply. The BSNL shall not be bound to contest any claim against it under the Act except on the written request of the contractor and upon his giving to BSNL full security for all costs for which the BSNL might become liable in consequence to contesting such claim.
- (iii) The contractor shall indemnify BSNL against all other damage, costs, charges and expenses for which the BSNL may be held liable and/or incur and/or pay on account of the negligence of the contractor and/or his servants and/or any person under his control whether in respect of injury to the person and/or damages to the property of any member of the public and/or any other concern during executing the works or otherwise and against all claims and demands in respect thereof.

4 PERFORMANCE SECURITY

- 4.1 The Supplier shall furnish performance security on non-judicial stamp paper of Rs.100/- (Rupees hundred only) to the Purchaser for an amount of 05% (Five percent) of the contract value (Estimated cost), within 14 (fourteen) days of issue of the Advance Purchase Order.
- 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 Demand Draft or Bank guarantee issued by a Nationalized Bank and in the form provided in the Bid Document Section IX **valid for a period of eighteen months.**
- 4.4 The Purchaser will discharge the Performance Security Bond after completion of the Supplier's performance obligations under the Contract.

5 INSPECTION AND TESTS

5.1 Verification of Goods:

The consignee shall after the receipt of goods/item(s)/material(s) verify the same in the following manner:

- a. Comparison of makes and/or model number and/or quality of goods actually supplied with those mentioned in the purchase order as the case may be. The additional accessories/components (if any) shall also be verified taking reference from the Technical Specifications mentioned in the Section-V of the bid-document(s).
- b. Normally there is packing list of supplied tools by supplier in the packing of each item(s)/goods/material(s) mentioning various items such as Screw-Drivers, Pliers, Spanners, etc. and other tools item(s) as the case may be. It shall be verified by the consignee for any missing item and **verification report** be prepared. The photocopies of packing lists shall be kept in a file for record. If such packing list is not available, consignee shall verify the completeness of supplied items at his own discretion.
- c. No payment shall be made for the goods/item(s)/material(s) rejected during verification.

5.2 Acceptance Testing (A/T):

The supplier shall get tested the equipment(s)/goods/item(s)/material(s), by an **QA/Acceptance Testing (A/T)** team (if any) identified by the SSA head or otherwise and as per the instruction of authority as the case may be.

6 DELIVERY PERIOD OF GOODS AND SERVICES

- 6.1 The delivery of the goods shall be to ultimate consignee as given in the purchase order as the case may be.
- 6.2 The delivery of the goods shall commence immediately on placement of purchase order and be completed within **15 days** thereafter or earlier.

7 PACKING, MARKING AND TRANSIT INSURANCE

- 7.1 The Supplier shall pack at his own cost the goods/item(s)/material(s) properly and sufficiently strong to withstand the worst conditions of transportation. Each packed carton shall be suitably marked and labeled by the supplier at his own expenses.
- 7.2 The Purchaser shall not pay separately for the transit Insurance and the supplier may therefore go in for transit insurance if he so desires and there is no binding from BSNL on this score. The Supplier shall be responsible for all kind or losses, i.e. loss due to theft, damage, shortage, etc. till the receipt of entire quantity of stores in good condition by the consignee.
- 7.3 Goods/item(s)/material(s) shall remain at the risk of the supplier until delivery has been completed and verified by the purchaser.

8. INCIDENTAL SERVICES

- 8.1 The supplier may be required to provide any or all of the following services :

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods/ item(s)/material(s);
- (b) Performance of supervision and/or maintenance and/or repair of the supplied Item(s)/Goods/material(s) as the case may be, 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 if any and/or as the case may be.

9. WARRANTY

- 9.1 The supplier shall warrant that the stores material(s) and/or item(s) and/or goods to be supplied shall be new and free from all defects and faults in materials used, 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 if any. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in design, etc. if applicable and as the case may be 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) one year after the stores have been taken over under clause(s) as stated above.
- 9.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the material(s)/item(s)/goods/equipment under this clause, the provisions of the clause 8.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of one year, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier, etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.
- 9.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

10. PAYMENT TERMS

- 10.1 80% (eighty percent) payment (reference - Price Schedule) shall be made on receipt of the goods by the consignee as per the terms and conditions of the BD thereof. For claiming the said 15% (fifteen percent) payment the following documents are to be produced before paying authority:
- (i) Bill/Invoice
 - (ii) Delivery Challan-cum-Packing list
 - (iii) Receipt of goods by the consignee
 - (iv) Verification report by the consignee
 - (v) Excise gate pass in case of local manufacture by the bidder, in case bidder is a manufacturer.
 - (vi) Customs duty certificate in case of imported items
 - (vii) Certificate in respect of Excise/Sales Tax
- 10.2 The final 05% (five percent) payment for supply of tools and other related item(s) shall be released after complete taking over by the consignee as stated in the BD thereof.

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

(ii) **No payment will be made for goods rejected.**

11. PRICES

- (i)
- (a) 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.
 - (b) In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices and the decision of the General Manager, RANCHI in this regard shall be final and binding up on the bidder(s)/contractor(s)/tenderer(s)/supplier(s).
- (ii)
- a. Prices once fixed will remain valid during the schedule delivery period and/or during the contract period with the extended period if any as stated in the BD thereof. Increase and decrease of Taxes and other statutory duties will not affect the price during this period.
 - b. Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's account. However the supplier shall pass on benefit of any decrease in these taxes/duties to the Purchaser.
 - c. If any time during the period of the contract, the bidder(s)/contractor(s)/tenderer(s)/supplier(s) reduces the sales price if applicable of such material(s) or sells such material(s) to any other customer(s) at a price lower than the price chargeable under the contract he shall forthwith notify such reduction of sales to this office and this price payable under contract for item(s)/material(s)/equipment(s) supplied after the date of coming into force of such reduction of sale shall stand correspondingly reduced.
 - d. Firms registered with either NSIC or with DGS&D or with Department of Central or State Government or with BSNL and/or with its any unit(s) whatever be the case should note that in case they fail to supply the ordered quantity within stipulated delivery period or extended period as the case may be; their performance will be noted in the performance register kept in the office of the GMT, RANCHI and also be notified to the NSIC or DGS&D or Department of Central or State Government as the case may be.

12 DISTRIBUTION OF QUANTITY:

Work will be distributed between TWO and/or FOUR bidders at L1 rates in following manner.

- L1 : Will be given 40 %
L2, L3 & L4 : Remaining quantities in INVERSE RATIO of the evaluated price.

In case no. of qualified bidders are less than four as the case may be, distribution of work will be done as per pre-laid policy of the BSNL in the following manner -

NO. OF BIDDERS	DISTRIBUTION
2	L1- 70%, L2 -30%
3	L1 - 50%, L2 & L3 - Remaining quantities in INVERSE RATIO of the evaluated price

Distribution will be done as per above table. However (in order to avoid implementation & co-ordination problems, it will be preferred that work in particular District(s)/SDCA(s)/SSA(s) will be carried out by a single bidder), distribution of work in exact terms of percentage may vary and the decision of the General Manager, RANCHI in this regard shall be final and binding up on the bidder(s)/contractor(s)/tenderer(s)/supplier(s).

13. CHANGES IN PURCHASE ORDERS

- 13.1 The purchaser may, at any time, by a written order given to a 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/item(s)/material(s) to be supplied under the contract are to be specifically manufactured for the Purchaser.
 - (b) The method of transportation and/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/item(s)/material(s) and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either to short close/cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance-unsupplied item(s) 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 apart from any other action as per the term(s) and condition(s) of the Bid Document(s) therein and as per the guide-lines of BSNL (HQ) and time to time modification thereof.
- 15.3 If at any time during the performance of the contract, the supplier encounters condition impending timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of

the contract [by not more than 02 (two) weeks] subject to furnishing of additional performance security by the supplier @10% (ten percent) of the total value of the Purchase Order and the decision of the General Manager, RANCHI in this regard shall be final and binding up on the bidder(s)/contractor(s)/tenderer(s)/supplier(s).

- 15.4 If the supplies are not completed in the extended delivery period, the purchase order shall be Short-closed and both the Performance securities shall be forfeited.

16. LIQUIDATED DAMAGES

- 16.1 The date of delivery of the stores stipulated in the acceptance of the tender and/or in the Bid Document(s) 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 contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 15.2 below. However, when supply is made within time period 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.
- 16.2 Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover (five) 05 % of the value of the delayed supply for each week of delay or part thereof for a period up to 10 (Two) weeks and thereafter at the rate of (ten) 10% of the value of the delayed supply for each week of delay or part thereof for another **Two weeks** of delay. **Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier in any court of law.** However, when supply is made within 07 (seven) days of QA/Acceptance Clearance (AT) clearance in the extended delivery period, the consignee may accept the stores and in such cases the LD shall be levied up to the date of QA/AT clearance.

17. FORCE MAJEURE

- 17.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event(s) come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 17.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit and right, except such materials, bought out components and stores as the Supplier 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 as stated in the BD thereof.
- b) if the supplier fails to perform any other obligation(s) under the Contract; and
- c) if the supplier, in either of the above circumstances, does not remedy his failure within a period of 10 (ten) days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

18.2 In the event the purchaser terminates the contract in whole or in part pursuant to Para 16.1 the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

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 authority/court provided that such termination will not prejudice or affect any right of action or remedy that 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 the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CGM, MH Circle, BSNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CGM, MH Circle, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CGM, MH Circle or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGM, MH Circle or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act or any Special Act. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGM, MH Circle, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed *de novo* or from the stage at which it was left out by his predecessors.

20.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and

Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

- 20.3 The venue of the arbitration proceeding shall be the office of the CGM, MH Circle, BSNL, Mumbai or such other places as the arbitrator may decide.

21 SET OFF

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

- 22 The bidders, who are given Purchase Orders, must give the details of the supplies made against all the Purchase Orders every week on the first working day of the following month to In-Charge-Officer.
- 23 The bidder should furnish the name of his collaborator (if applicable), brand name, model number and type of the products offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids and decision of the authority in this regard shall be final and binding upon the contractor(s)/bidder(s)/tenderer(s)/supplier(s).

SECTION-IV
ANNEXURE-I
SPECIAL CONDITIONS OF CONTRACT

1. The "Special conditions of contract" shall supplement the "Guidelines and Instructions to Bidders" as contained in Section-II & "General Conditions of Contract" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and/or Section-III.
2. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL/erstwhile DOT and the bidder(s) who is with history of arbitration.
3. BSNL reserves the right to black list a bidder for suitable period in case he fails to honor his bid without sufficient grounds.
4. The bidder(s) shall be ready to give presentation of his proposal at a short notice of one week, if desired by the BSNL during tender evaluation.
5. The goods/item(s)/material(s) be supplied shall have the manufacturing date in any case not earlier than one year from the date of purchase order or otherwise. For example let the date of PO be 15-12-2004 then in this case the date of manufacturing of the supplied item(s) shall not be earlier than 15-12-2003
6. The make and/or model and/or brand as the case may be of each item in schedule of requirements must be furnished as part of the techno-commercial bid.
7. All the materials/Tool(s)/item(s) to be supplied shall have BSNL Logo and/or marking of BSNL by embossing and/or etching (permanent logo/marketing not by merely simple screen painting, etc.) which are ordered by authority.
8. Sample material(s)/Tool(s)/item(s) be brought at the time of the opening of the tender(s)/bid(s) [may be without Logo, etc. as stated above]. The same would be returned after finalization of the tender except L1.

**SECTION-IV
ANNEXURE-II**

SCOPE AND DESCRIPTION OF WORK

Supply of Tools and Other Related Item(S) to The RANCHI SSA as per the Terms and conditions of the BD thereof as per the Specifications. The Items are as follows and the total cost of supply be approximately Rs..... /-:

Sl. No.	Name of the Items
1	Combination Plier-165mm insulated with thick C.A. Sleeve
2	Long nose Pliers – 170mm insulated with thick C.A. Sleeve
3	Side Cutting Pliers 165mm insulated with thick C.A. Sleeve
4	Screw Driver –75mm Tip dimension 1mm blade diameter 5mm
5	Screw Driver sets- Philips 00,0,1,2,3,6X0.6 – 6 blades
6	Screw driver (Spl) with neon bulb 200mm
7	Flexible Tool Bag (1½ x 1 foot)
8	Insulated Hand Gloves
9	Digital Multi meter
10	Digital Earth Meggar
11	OSA TOOLS for MDF

**SECTION-IV
ANNEXURE-III
PART-A
BID SUBMISSION FORM**

For TENDER NO:..... Dated at RANCHI The 2007.

(To be re-typed on bidder's letterhead)

Name and Postal
Address of the
tenderer

Status of the
tenderer

- (i) *Proprietorship concern*
- (ii) *Partnership firm*
- (iii) *HUF*
- (iv) *Limited Company*

Name of person or
authorized signatory
submitting the
tender, other
documents and
empowered for
correspondence with
BSNL

Bid Security DD or BG Amount Name of Nationalized Bank Branch No.
Particulars

ITCC Details Certificate no: Dated:
Validity Period Fromto.....
Issued by:

Telephone numbers (with STD Code) of authorized signatory
Office: *Residence:* *Fax:*
Mobile: *E-mail:*

Name(s) of
Proprietor/ all
Partners / all
Directors

BID SUBMISSION FORM include: Whole document including Financial Bid.

(To be re-typed on bidder's letter head)
[SECTION-IV, ANNEXTURE-III, (PART-B)]
Declaration-I

Bidder's Reference No:

Dated:

To,
DE (Planning
Office of The General Manager Telecom.
RANCHI

Reference:....., Dated at The 2007.

Dear Sir,

1. Having examined the conditions of contract as in Section-II, III , IV and V, including amendment Nos.... , the receipt of which is hereby duly acknowledged, we undersigned, offer to supply of tools in conformity with the conditions of contract and specifications attached herewith and made part of this Bid, in the following District(s)/Place(s)/ of RANCHI and to be integrated with SSA Head Quarter.
2. We undertake, if our Bid is accepted, to commence deliveries immediately and to complete delivery of all the goods specified in the contract within _____ weeks calculated from the date of issue of your purchase order. We have thoroughly examined bid document.
3. We agree to abide by this Bid for a period of _____ days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
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 also declare that the printed terms and conditions, if any at the back of our tender quotation or any other paper enclosed are not applicable.
7. If our Bid is accepted, we will obtain the guarantees of a Nationalized Bank for an amount equal to _____% of the value of Purchase Order for due performance of contract.
8. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this Day of2007

Signature of the bidder

Or

Officer authorized to sign the Bid
Documents on the behalf of the Bidder
(Name in Block Letters of the Signatory)

In capacity of.....

Duly authorized to sign the bid for and on behalf of

Witness

Address

Note :- In case of authorized signatory the authorization letter on letter head of the firm must accompany.

Signature of Bidder/Tenderer

(to be retyped on bidder's letter head)
[SECTION-IV, ANNEXTURE-III, (PART-C)]
Declaration-II

Bidder's Reference No:

Dated:

**To,
The General Manager Telecom,
BSNL, RANCHI.**

Subject: The supply of tools and other related item(s) in RANCHI SSA.

Sir,

With reference to your Tender Notice No.:, Dated at RANCHI
The2007.

1. I/We hereby offer for the contract as mentioned in the above Subject. I/We have read and understood fully the terms & conditions supplied to me/us along with the Bid Document(s) and so hereby declare that I/We accept the Terms & Conditions mentioned therein.

2. I/We also agree to execute a separate agreement but the APO issued by the BSNL will constitute a valid contract in all respect the enforcement of the terms & conditions stated therein.

3. It is agreed that if I/We failed or neglect to fulfill any of the provisions of the Bid Document(s) [BD]; The BSNL may in addition to any other remedy available under the law, forfeit the Performance Bank Guarantee, security deposit and/or Bid Security, act off dues to The Central Government and/or The State Government arising out of any contract made by the Bidder(s)/Tenderer(s)/Contractor(s) with the said Government. I/We also declare that my/our firm as stated above and/or partner(s)/proprietor(s) therein has/have never been black-listed by BSNL and/or any other State and/or Central Govt. Organization/firm when I/We am/was/were/are partner(s)/proprietor and/or I/We do not have any Arbitration Case pending with said Department and/or I/we do not have history of Arbitration. I/We also declare that no stores material(s) of BSNL is pending with me/us issued against completed/terminated work(s)/job(s)/project(s) of BSNL. In case it comes to the notice that the declaration/document(s)/information/given by me/us is/are false, the General Manager Telecommunications, RANCHI, /BSNL and/or the official appointed by him is fully empowered to take any action deems fit and the decision in this regard of the authority shall be final and binding up on me/us.

4. I/We agree to keep the BSNL indemnified and also agree that the decision of BSNL, RANCHI SSA, or the official appointed by him; regarding meanings and the effects of the Bid Document(s) shall be final and legally binding up on me/u

Yours faithfully,

Dated this.. Day of2007
Signature of the bidder

Or

Officer authorized to sign the Bid
Documents on the behalf of the Bidder
(Name in Block Letters of the Signatory)
In capacity of.....
Duly authorized to sign the bid for and on behalf of
Witness
Address

Note: - In case of authorized signatory the authorization letter on letterhead of the firm must accompany as Stated above.

[SECTION-IV, ANNEXTURE-III, (PART-D)]
CLAUSE-BY-CLAUSE COMPLIANCE PROFARMA FOR THE PROCURMENT OF TOOLS IN RANCHI SSA

SECTION NOS. WITH NOS.	NOS. CLAUSE	COMPLIANCE		
		YES	NO	IF NO MENTION DEVIATION
Section-II				
Section-III,	Clause			
	1			
	2			
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			
	11			
	12			
	13			
	14			
	15			
	16			
	17			
	18			
	19			
	20			
	21			
	22			

* Sub-clauses may be added to be more specific if any.

CLAUSE BY CLAUSE COMPLIANCE PROFARMA FOR THE PROCURMENT OF TOOLS IN RANCHI SSA,

SECTION NOS. WITH CLAUSE NOS.	COMPLIANCE		
	YES DEVIATION	NO	IF NO MENTION
Section-IV, Annexure-I			
Section-IV, Annexure-II			
Section-IV, Annexure-III			
Section-IV, Annexure-IV Part-A, Techno-Commercial Bid Submission Form			
Section-IV, Annexure-IV Part-B, Techno-Commercial Bid Submission Form			
Section-IV, Annexure-IV Part-C, Techno-Commercial Bid Submission Form			
Section-IV, Annexure-IV Part-D, Techno-Commercial Bid Submission Form			
Section-V			
Section-VI, Schedule of Requirement			
Section-VII, Bid Form and Price Schedule (Financial Bid)			
Section-VIII, Bid Security Form			
Section-IX, Performance Security Bond			
Section-X, Form of Authorization for Attending the Bid Opening			
Section-XI, Format for acceptance of APO			
Section-XII, Performa for Experience Certificate			
Section-XIII, Declaration in respect of downloading/coping of Bid Document(s) [BD]			

* Sub-clauses may be added to be more specific if any.

**SECTION-V
TECHNICAL SPECIFICATIONS**

Sl. No.	Name of the Items	Specification(s)	Company
1	Combination Plier-165mm with joint cutter	insulated with thick C.A. Sleeve, General conforming to IS 3650-1981 with joint cutters in printed bag pkg.	ISO Certified.
2	Long nose Pliers – 170mm	insulated with thick C.A. Sleeve, General conforming to IS 3552-1989 with long nose in printed bag pkg.	ISO Certified.
3	Side Cutting Pliers 165mm	insulated with thick C.A. Sleeve, General conforming to IS 3552-1989 with cable stripper in printed bag pkg.	ISO Certified.
4.	Long nose mini Pliers 125 mm	insulated with thick C.A. Sleeve, General conforming to IS 3552-1989 with long nose in printed bag pkg.	ISO Certified.
5.	Side cutting mini pliers 125 mm	insulated with thick C.A. Sleeve, General conforming to IS 3552-1989 with long nose in printed bag pkg.	ISO Certified.
6.	Wire striping pliers 150mm	Generally conforming to IS 6118 -1991	ISO Certified.
7	Screw Driver -75mm (Tip dimension 3 mm x .5 mm)	C.A Transparent green handle, Generally conforming IS844-1979, Tip dimension 1mm blade diameter 5mm, 1 Philips 5.0 x 8.0 mm	ISO Certified.
8.	Screw driver –75 mm (tip dimension 5 x .6 mm)	C.A Transparent green handle, Generally conforming IS844-1979, Tip dimension 1mm blade diameter 5mm, 1 Philips 5.0 x 8.0 mm	ISO Certified.
9	Screw Driver sets- Philips	C.A. Transparent green handle generally conforming to IS 12168. Philips tip no 00, 0, 1, & 2	ISO Certified.
10.	Electric tester	With high grade insulation over all length 1200 mm.	ISO Certified
11.	Ball Pein hammer with handle - 200 gm.	---	ISO Certified
12.	Ball Pein hammer with handle - 500 gm.	---	ISO Certified
13.	Octagonal chisels, 125 mm – cutting edge 9 mm	Generally conforming to IS 402 –1990.	ISO Certified
14.	Hexa blades (H.S.S. all hard)	Generally conforming to IS – 2594-2003	ISO Certified
15.	Self adhesive PVC electrical insulations taps.	---	Well-known Brand and/or Trade Mark and/or Registered Product
16.	Cable punching pliers (150mm)	---	Well-known Brand and/or Trade Mark and/or Registered Product
17	Flexible tool Bag (1½ X 1 foot)	---	Well-known Brand and/or Trade Mark and/or Registered Product.
18	Insulated Hand Gloves	---	Well-known Brand and/or Trade Mark and/or Registered Product.
19	Digital Multi meter	---	Well-known Brand and/or Trade Mark and/or Registered Product.
20	Digital Earth Meggar	---	Well-known Brand and/or Trade Mark and/or Registered Product.

SECTION-VI

SCHEDULE OF REQUIREMENT

Sl. No.	Name of the Items	Qty. (Approx.)	Make (to be filled by bidder)	Model (to be filled by bidder)	Remarks
1	Combination Plier-165mm with joint cutter	400			
2	Long nose Pliers – 170mm	400			
3	Side Cutting Pliers 165mm	400			
4.	Long nose mini Pliers 125 mm	125			
5.	Side cutting mini pliers 125 mm	125			
6.	Wire striping pliers 150mm	125			
7	Screw Driver -75mm (Tip dimension 3 mm x .5 mm)	300			
8.	Screw driver –75 mm (tip dimension 5 x .6 mm)	400			
9	Screw Driver sets- Philips :-				
	Plilips Tip no 00	50			
	Plilips Tip no 0	50			
	Plilips Tip no 1	50			
	Plilips Tip no 2	20			
10.	Electric tester	400			
11.	Ball Pein hammer with handle - 200 gm.	50			
12.	Ball Pein hammer with handle - 500 gm.	50			
13.	Octagonal chisels, 125 mm – cutting edge 9 mm	50			
14.	Hexa blades (H.S.S. all hard)	250			
15.	Self adhesive PVC electrical insulations taps.	4000			
16.	Cable punching pliers (150mm)	50			
17	Flexible tool Bag (1½ X 1 foot)	400			
18	Insulated Hand Gloves	100			
19	Digital Multi meter	36			
20	Digital Earth Meggar	6			

Note: Sample to be displayed of Sl. No. 7 specifically at the time of opening of Tender as the case may be.

SECTION-VII
BID FORM & PRICE SCHEDULE (FINANCIAL BID)
(May be filled in separate sheet(s) if required)

PART-A: TOOLS ITEMS

S N	Name of the items	Qty	Basic Unit Price exclusive of all levies and charges (in rupees)Excise Duty, Sales Tax, Freight, Packing, Forwarding and Transit Insurance, Any other levy to be specified, (All inclusive)		
			Unit price (in Rs.)	Total Price (inclusive all taxes) in Rs.	Total Price In Words
1	Combination Plier-165mm with joint cutter	400			
2	Long nose Pliers – 170mm	400			
3	Side Cutting Pliers 165mm	400			
4.	Long nose mini Pliers 125 mm	125			
5.	Side cutting mini pliers 125 mm	125			
6.	Wire striping pliers 150mm	125			
7	Screw Driver -75mm (Tip dimension 3 mm x .5 mm)	300			
8.	Screw driver –75 mm (tip dimension 5 x .6 mm)	400			
9	Screw Driver sets- Philips :-				
	Plilips Tip no 00	50			
	Plilips Tip no 0	50			
	Plilips Tip no 1	50			
	Plilips Tip no 2	20			
10	Electric tester	400			
11	Ball Pein hammer with handle - 200 gm.	50			
12	Ball Pein hammer with handle - 500 gm.	50			
13	Octagonal chisels, 125 mm – cutting edge 9 mm	50			
14	Hexa blades (H.S.S. all hard)	250			
15	Self adhesive PVC electrical insulations taps.	4000			
16	Cable punching pliers (150mm)	50			
17	Flexible tool Bag (1½ X 1 foot)	400			
18	Insulated Hand Gloves	100			
19	Digital Multi meter	36			
20	Digital Earth Meggar	6			

TOTAL Rs..... In words : Rs.

Signature of Bidder with Seal

Signature of Bidder/Tenderer

SECTION-VIII

BID SECURITY (BOND) FORM

(to be furnished on non-judicial stamp paper of Rs. 50/-)

**Reference: BSNL Tender no. _____ dated _____ for _____
(name of the work)**

Whereas(hereinafter called 'the Bidder') has submitted its bid no.dated.....for
..... Tender enquiry no. dated
..... KNOW ALL MEN by these presents that we..... having our registered office
at(hereinafter called the "the Bank) are bound unto Bharat Sanchar Nigam
Limited (hereinafter called "the Purchaser") in the sum of for which payment will and
truly be made to the said Purchaser, the Bank binds itself, it successors and assigns by these
presents:

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid document; 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 contained in the bid document.

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 Purchase will note that the amount claimed by it is due to it owing to the occurrence of any one or both of two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in the Bid Document up to and including (.....) Days from the date of bid opening, and any demand in respect thereof should reach the Bank not later than the above specified date(s).

(Authorized Signature of the Bank
Official)
Name:
Signed in the capacity of:
Power of Attorney Number:
Full name and address of branch:
Phone & FAX nos. of branch:

Dated:
At

SECTION-IX

PERFORMANCE SECURITY GUARANTEE (BOND) FORM

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

Reference: BSNL Tender no. _____ dated _____ for (name of the work) _____

1. In consideration of Bharat Sanchar Nigam Limited (BSNL) (hereinafter called "the purchaser") having agreed to exempt M/s _____ (hereinafter called "the said Contractor") having its registered office at _____ from the demand under the terms and conditions of an Agreement/ (Advance Purchase Order duly accepted by contractor) no. _____ dated _____ for (name of work) _____ (hereinafter called "the said Agreement), of security deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs. _____ we, (Name of the bank) _____ (hereinafter referred to as "the Bank") at the request of _____ (contractor) do hereby undertake to pay to the BSNL an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL by reason of any breach by the said Contractor of any of the terms of conditions contained in the said Agreement.

2. We (name of bank) _____ do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand for the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said contractor of any or the terms or conditions contained in the said Agreement or by the reason of the contractor failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by 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 Rs _____

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

4. We (name of 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 BSNL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee. Unless a demand or claim under the guarantee is made on us in writing on or before the expiry of _____ (__) months from the date hereof, we shall be discharged from liability under this guarantee thereafter.

5. We (name of bank) _____ further agree with the BSNL that the BSNL shall have the fullest liberty 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 from time to time any of the powers exercisable by the BSNL against the said Contractor 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 or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said contractor or by any such matter or thing whatsoever which the law relating to sureties would, but for this provision have effect of so relieving us.

6. The guarantee will not be discharged due to changes made in the constitution of Bank of Contractor / Supplier.

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

(Authorised Signature of the Bank
Official)

Name:

Signed in the capacity of:

Power of Attorney Number:

Full name and address of branch:

Phone & FAX nos. of branch:

Dated

At

SECTION-X

AGREEMENT

THIS AGREEMENT made this _____ day of _____ Two thousand seven between the General Manager Telecommunications, RANCHI Telecom District, hereinafter called "The Nigam" (which expression shall unless excluded by or repugnant to the context, includes his successors and assignees) on the one part, and _____ a sole proprietary firm/a partnership firm/ a company incorporated under the Indian Companies Act and having its registered office at _____ hereinafter called the "Contractor" (which expression shall unless excluded by or repugnant to the context, include its successors and assignees) on the OTHER PART.

WHEREAS THE NIGAM is desirous of appointing the said contractor for the work of Supply of Tools and other Related Item(s) to RANCHI SSA, Jharkhand Telecom Circle of BSNL, RANCHI as per the instruction(s) of authority for RANCHI SSA within the jurisdiction of RANCHI Telecom District, RANCHI and commencing from the date of final acceptance of tender.

AND WHEREAS the said contractor has agreed to undertake the said work in accordance with the Contract.

Now this AGREEMENT witnessed and it is hereby agreed and declared as follows:

1. The tender notice, terms and conditions of the contract of Tender Document(s) [TD] vide Tender Notice No:Dated at RANCHI The2007. [along with its enclosures] and such other relevant documents/letters/drawings issued or to be issued from time to time in connection with the said tender [TD] shall be deemed and taken to be an integral part of the contract and shall be deemed to be included in the expression 'contract' or 'Contract documents' wherever herein used.

2. In consideration of the payments to be made to the contractor for the works and/or supply to be executed by him, the contractor hereby covenants with the BSNL that the contractor shall in accordance with the contract documents duly provide, execute and complete the said work(s) and shall perform all other acts, deeds, matters and things in the contract mentioned or described or which are to be implied therefore or may be reasonably necessary for the completion of the said work(s) and at the time and in the manner and subject to the terms, conditions and stipulations mentioned in the contract.

3. In consideration of the due provisions, executions and completions of the said works, the BSNL hereby agrees with the contractor that the Nigam will pay to the contractor the respective amounts for the work/supply done by the contractor and such other sums as may become payable to the contractor under the provisions of the contract.

4. Notwithstanding any other clause or provision in any of the conditions of contract, specifications, guidelines to the contractor, schedule, letter of intent, tender document(s), tender notice, etc. in case of contradiction between the terms of initial offer and this Agreement, the latter shall prevail.

5. Force de Majeure:

If at any time during the continuance of this contract, the performance in whole or part by either or any party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, acts of public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lock out or acts of God (herein after called the "eventuality") 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 be by reason of such eventuality be

entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and the work under the contract shall be resumed as soon as practicable after such eventually has come to an end or cease to exist and the decision of the Department as to whether the work/works has/have been so resumed or not shall be final and conclusive.

6. The contractor is agreed to abide by the time schedule for performance of contract work(s) and completion of said work(s) as stated above as per conditions of the TD or otherwise.

7. And it is agreed that if the above said time schedule is not adhered to by the contractor, the G.M.T. RANCHI, representing the Nigam and the Nigam, is at liberty to terminate the contract without any further notice to the contractor and the contractor is not liable to be paid any compensation for any loss etc arising out of such termination of the contract and such termination will be in addition to the liquidation damages if any, that could be claimed from the contractor, as per the other conditions of the contract.

In witness thereof the parties hereunto have executed these presents on the day and year herein above written.

**For and on behalf of
M/s**

**For and on behalf of
Bharat Sanchar Nigam Ltd.,
RANCHI Telecom, RANCHI.**

Signed in the presence of

1. _____

**(Name in Block Letters & Signature
Designation/Occupation & address)**

2. _____

**(Name in Block Letters & Signature
Designation/Occupation & address)**

Place:

Date:

SECTION-XI
AUTHORISATION FOR ATTENDING BID OPENING

To,
DE (Planning)
Office of the General Manager Telecom.
RANCHI.

Subject: Authorisation for attending bid(s) opening.

Reference..... Dated at RANCHI The2007.

Following person/persons is/are hereby authorized to attend the bid opening for the tender mentioned on behalf of (Bidder) in the order of preference given below.

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

1st

2nd

Signature of Bidder

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

in case
reason(s).

2. Permission for entry to the hall and/or place where bid(s) be opened, may be refused authorization as prescribed above is not received and/or be refused due to security

SECTION-XII

FORMAT FOR ACCEPTANCE OF ADVANCE PURCHASE ORDER

From,

.....
.....

To,

.....
.....

Subject:

Reference:..... **Dated at RANCHI The..... 2007**
Dear sir,

We acknowledge the receipt of the Advance Purchase Order under reference above.

We accept the Advance Purchase order and terms and conditions as mentioned in the Bid Document(s) therein unconditionally.

Yours faithfully,

Signature
(Name in Block Letters)
Signed as:

STAMP/ SEAL

SECTION-XIII

Performa for Experience Certificate

Reference:, Dated at RANCHI The 2007

It is certified that M/s _____ has successfully supplied TOOLS of Rs.2,00,000/- and/or above for the period of _____ and the supply is satisfactory as on date.

Date :

Name:
Designation:
Organisation:
Address:
Telephone No:
Fax No:

SECTION-XIV
DECLARATION

(Declaration in respect of down-loading/coping of Bid Document(s) [BD])

I/We -----, (designation), have downloaded the tender document(s) Tender No:The 2007 from the website of the BSNL hereinafter called Company on the Day -----.

I /We declared that the copy of the tender document copied and/or downloaded by me/us corresponds to the document available on the website in all respects and in every detail and particulars. Conversely, I/we expressly say that there is no variation of whatsoever nature in the tender document(s) copied by me/us from the website as stated above.

In the event any variations be noticed in the tender document(s) copied and/or downloaded by me/us from the website as stated above and the actual document available on the website and an approved specimen copy available in the office of BSNL, RANCHI as the case may be; I/we shall be held entirely responsible for the said lapses apart from suffering any punishment for such lapses as the case may be.

I/we also undertake to compensate the company in whatever manner the company thinks fit and right in the event the company is made to suffer any loss an account of such lapses as the case may be.

Date :
Place:

Name:
Designation:
Organisation:
Address:
Telephone No:

Note :- In case of authorized signatory the authorization letter on letter head of the firm must accompany.