BID DOCUMENT
Tender For Procurement of Valve Regulated Lead Acid (VRLA) Batteries:

Tender No.71-264/2009-MM Dt.05-09-2009

DOCUMENT NUMBER:
BIDDERS NAME & ADDRESS:

DD NUMBER:
DD DATE:
BANK:

No. of Pages : 39 Price: Rs.2,080/- (Inc.of 4%VAT)

Signature of Tenderer with seal
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Signature of Tenderer with seal
**SECTION – I**

**BHARAT SANCHAR NIGAM LTD**
(A Govt. of India Enterprise)

O/o CGMM NTR, Kidwai Bhawan, Janpath, New Delhi-1

**(MM Section)**

Website: www.ntr.bsnl.co.in

**NOTICE INVITING TENDER**

<table>
<thead>
<tr>
<th>Tender No. &amp; Date</th>
<th>71-264/2009-MM dt.05-09-2009</th>
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<tbody>
<tr>
<td>Due date of receipt</td>
<td>28-10-2009 time upto 1300 hrs</td>
</tr>
<tr>
<td>Date of opening</td>
<td>28-10-2009 time at 1500 hrs</td>
</tr>
</tbody>
</table>

On behalf of Chief General Manager, Mtce, Northern Telecom Region, BSNL, New Delhi, sealed tenders are invited for the supply of the following Valve Regulated Lead Acid (VRLA) Batteries:

<table>
<thead>
<tr>
<th>Lot No.</th>
<th>CAPACITY</th>
<th>Quantity</th>
<th>TEC GR No.</th>
<th>Bid Security (in Rs.)</th>
</tr>
</thead>
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<tr>
<td>Lot No.-1</td>
<td>600 AH VRLA Battery</td>
<td>04 Sets</td>
<td>GR/Bat-01/03</td>
<td>14,240/-</td>
</tr>
<tr>
<td>Lot No.-2</td>
<td>1000 AH VRLA Battery</td>
<td>10 Sets</td>
<td>Mar-2004 with latest amendment</td>
<td>59,850/-</td>
</tr>
<tr>
<td>Lot No.-3</td>
<td>2000 AH VRLA Battery</td>
<td>18 Sets</td>
<td></td>
<td>2,16,100/-</td>
</tr>
<tr>
<td>Lot No.-4</td>
<td>3000 AH VRLA Battery</td>
<td>04 Set</td>
<td></td>
<td>71,890/-</td>
</tr>
<tr>
<td>Lot No.-5</td>
<td>5000 AH VRLA Battery</td>
<td>04 Set</td>
<td></td>
<td>1,19,200/-</td>
</tr>
</tbody>
</table>

The Indian Companies registered to manufacture the tendered item in India, having valid TAC /TSEC for the tendered item and having executed Educational/Commercial orders are eligible to participate in the tender. A bidder can quote for one or more lots using the same form.

Bid Security in the form of DD / Bank Guarantee will be required corresponding to lots bid. In case bid security is found to be short then bid security will be considered for the lowest order of capacity of battery. Evaluation will be done separately for each lot.

Intending bidders may obtain copy of the Commercial Conditions along with Relevant specifications from the Divisional Engineer (MM), O/o Chief General Manager, Mtce. Northern Telecom Region, Room No.505, 7th Floor, Kidwai Bhawan, Janpath, New Delhi-110001, on payment of Rs.2,080/- (Rupees Two thousand eighty only) non-refundable for each set of bid document upto 27-10-2009 between 11.00 hrs. and 16.00 hrs. on working days.

Intending bidders may also down load the **BID DOCUMENT** from web site. In this case they will have to submit a Demand draft of amount Rs.2,080/- at the time of submission of the bid. **The payment will be accepted in the form of crossed demand draft, drawn on any Scheduled Bank in Delhi, in favour of Accounts Officer (Cash), O/o CGMM, NTR BSNL, New Delhi.**

**DIVISIONAL ENGINEER (MM)**

(Tel No. 011- 23322494)

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SECTION - II
INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:
   b. “The Bidder” means the individual or firm who participates in this Tender and submits its bid.
   c. “The Supplier” means the individual or firm supplying the goods under the contract.
   d. “The Goods” means all the equipment, machinery and/or other materials, which the supplier is required to supply to the Purchaser under the contract.
   e. “The Advance Purchase Order” means the intention of 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. 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 obligation.
   h. "Validation" is a process of testing the equipment as per the GR in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
   i. “Telecom Service Provider” means any Telecom Operator in India, who is licensed by the DOT, Govt. of India to provide telecom services to the general public or to the other DOT Licensed Telecom Operators. Telecom Service provider also refers to any Telecom Operator in other countries providing telecom services to general public of that country or to the other telecom operators of the same country.

2. ELIGIBLE BIDDERS
   The eligible bidders should be Indian Companies registered to manufacture the tendered item in India, having obtained clearance from Reserve Bank of India wherever applicable. In addition, they should have obtained valid Type Approval Certificate (TAC) from Department of Telecom (Telecom Engineering Centre) /TSEC from BSNL for the tendered item against TEC GR No. GR/Bat-01/03 Mar-2004 with latest amendments and should have successfully executed Educational / Commercial orders issued by DOT/BSNL. The proof of manufacturing in India, Type Approval Certificate/TSEC and successful execution of educational / commercial orders shall form part of the bid.

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 bidding process.
B. THE BID DOCUMENTS

4. DOCUMENTS REQUIRED:

4.1 The goods required to be supplied, bidding procedures and contract terms and conditions are prescribed in the Bid documents. The Bid documents include:

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

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 may result in rejection of the bid.**

5. CLARIFICATION OF BID DOCUMENT:

5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing or by fax 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 21 days prior to the date of opening of the Tenders.** Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid document.

5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of the bid documents and it may amount to an amended of relevant clauses of the bid documents. Clarifications will also be posted on NTR website and bidders are advised to see website on daily basis till tender opening.

6. AMENDMENT OF THE 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 bid documents by amendments.

6.2 The amendments shall be notified in writing or by 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. Amendments /Date extension etc. shall be posted on NTR website and bidders are advised to see website on daily basis till tender opening.

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

Signature of Tenderer with seal
C PREPARATION OF BID DOCUMENTS

7. DOCUMENTS COMPRISING THE BID:
The bid prepared by the bidder shall comprise the following components:

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

8. BID FORM:
The bidder shall complete the bid form and appropriate price schedule furnished in the Bid Documents, indicating the goods to be supplied, brief description of goods, quantity and price as per Section VII.

9. BID PRICES:
9.1 The bidder shall give the total composite price inclusive of all Levies and Taxes i.e. Sales Tax & Excise, packing, forwarding, freight and insurance etc. but excluding Octroi / Entry Tax which will be paid extra as per actual, wherever applicable. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the contract as per price schedule given in Section VII. Prices of incidental services should also be quoted. The offer shall be firm in INDIAN RUPEES. No Foreign Exchange will be made available by the purchaser.

9.2 Prices indicated on the Price Schedule shall be entered in the following manner:
(i) The basic Unit price (Ex-Factory price) of the goods, Excise duty, Sales Tax, Freight, Forwarding, Packing, Insurance and any other Levies/Charges already paid or payable by the supplier shall also be quoted separately item wise.
(ii) The supplier shall quote as per Price Schedule given in Section VII of the bid document for all the items given in schedule of requirement

9.3 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 the price of equipment/system offered.

9.5 "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 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 & taxes, packing, forwarding, freight and insurance as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section-II and clause 11 of Section III of Bid-document.
9.7 The freight by sea for transportation of equipment / Stores from the nearest port in the main land to Andaman & Nicobar Islands will be reimbursed to the supplier at the concessional rates levied by Ministry of water and Surface Transport on production of proof.
10. **DOCUOMNTS ESTABLISHING BIDDER'S ELIGIBILITY & QUALIFICATION.**

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

i) Certificate of incorporation.

ii) Articles or Memorandum of Association or partnership deed or 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.

iv) Approval from Reserve Bank of India/SIA in case of foreign collaboration

v) Latest and valid NSIC certificate duly certified by NSIC.

vi) Type Approval Certificate given by Telecom Engineering Centre (TEC)/TSEC or proof of having applied for TSEC (copy of Form QF 103 be attached).

vii) Inspection certificate issued by BSNL (QA) for execution of Educational / commercial order

viii) Undertaking duly signed by front bidder and its technology / consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally.

ix) Letter of submission of Bid Security.

10.2 i) The bidder shall furnish Annual Report and / or a certificate from its bankers as an evidence that he has financial capacity to perform the contract.

ii) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

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

10.4 The offered product has to be Type approved. For this purpose, the supplier shall submit a sample type for evaluation. The sample would be evaluated for its ability to meet the technical specification, manufacturability, reliability, testability, ease of installation, maintainability etc. Necessary documents to substantiate these attributes will have to be submitted at the time of application for approval by the supplier for obtaining type approval.

Or

In case goods offered have already been type approved/validated by the purchaser, documentary evidence to this effect shall be submitted by the bidder.

10.5 A signed undertaking from Authorized Signatory of the bidder that shall certify that all the components/parts/assembly/software used in the Desktops and servers like Hard Disk, Monitors, Memory etc. shall be original, new components/parts/assembly/software and that no refurbished /duplicate/second hand components/parts/assembly /software are being used or shall be used.

10.6 For supply of any software i.e. operating system or any applications software the bidder should have a certificate of Authenticity (COA), signed by Authorized Signatory stating that all Software supplied are authentic and legal copy is / are being supplied.

11. **DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS.**

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

11.2 The documentary evidences of the 'goods and services' conformity to the Bid Documents, may be, in form of literature, drawings, data etc. and the bidder shall furnish:

Signature of Tenderer with seal
(a) A detailed description of goods with essential technical and performance characteristics.
(b) A list giving full particulars including available sources and current prices of all spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for a period of three years following commencement of use of the goods by the purchaser, and
(c) a clause-by-clause compliance on the purchaser's Technical Specifications and Commercial conditions demonstrating substantial responsiveness to the Technical 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 Technical Specifications (Section VI), Commercial conditions (Section III) and special conditions (Section IV) shall not be considered.

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

12. BID SECURITY:
12.1 (i) Pursuant to clause 7, the bidder shall furnish, as part of his bid, a Bid Security as per section-I separately. 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 monitory limit or 50 Lakh whichever is lower.
- A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the Bid.
- The enlistment certificate issued by NSIC will not be permanent and should be renewed within two years of its presentation.
- The unit claiming concession of NSIC is required to submit its monthly turnover in support of its claim for meeting the delivery schedule.

(ii) If a vendor registered with NSIC under single point registration scheme claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligation, he will be debarred from any further work/contract by BSNL for one year from the issue of such order.

12.2 The Bid Security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of Bid Security pursuant to para 12.7.

12.3 The bid security shall be in the form of a Account Payee Demand Draft / Banker’s Cheque / BG issued by a Scheduled 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

Signature of Tenderer with seal
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 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) 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 **90 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 the extension will not be permitted to modify his bid.**

14. **FORMAT AND SIGNING OF BID**

14.1 i) The bidder shall prepare one complete set of original bid and make 2 copies of the same clearly marking one as “original bid” and remaining as ‘copy No.1&2. In the event of any discrepancy between the copies, the original shall govern.

   ii) The copy of quality manual and Article or Memorandum of Association may be provided in original copy and copy No.1

14.2 The original and all copies of Bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorised to bind the bidder to the contract. The letter of 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 the persons signing the bid. The bids submitted shall be sealed properly.**

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

14.4 i) The Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned.

   ii) The Power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/Institution/Body corporate.

   iii) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
D. SUBMISSION OF BIDS

15. SEALING AND MARKING OF BIDS:

15.1 The bid should be submitted in two covers. The first cover shall contain the Financial bid document in original and copy duly marked “original” & “copy”. The second cover shall contain documents establishing bidder eligibility as per clause 2 along with Bid Security as per clause 12 (refer clause 2 of Section IV of the Bid Document). Both the covers should be sealed separately and kept in outer cover under the personal seal of the bidder. **Tender Fee should be in separate envelope.**

**Method for Packing of bid documents**

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Outer Envelope

1st Inner Envelope (Marked as”ORIGINAL PRICE BID & COPY”)  
2nd Inner Envelope (Marked as “BID SECURITY & BID /ELIGIBILITY DOCUMENTS”) 
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15.2(a) The envelopes shall be addressed to the Purchaser at the following address:
- Divisional Engineer ( MM ),
- O/o Chief General Manager, Mtce,
- Northern Telecom Region,
- Room No.505, 7th Floor, Kidwai Bhawan, Janpath, New Delhi-110001.
- (Tel No. 011-23322494 )

(b) The envelope shall bear the Tender No. and the words “DO NOT OPEN BEFORE”(due date and time)

(c) The inner and outer envelopes 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.

(d) Tender may be sent by registered post or delivered in person on above mentioned address (address is given in clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.

(e) Bids delivered in person on the date of tender opening shall be delivered up to 1300 hrs to Divisional Engineer (MM) (address is given in clause 15.2(f) below). The purchaser shall not be responsible if the bids are delivered elsewhere.

(f) Venue of tender opening: Tender will be opened in the O/o Divisional Engineer (MM), Northern Telecom Region, Room No.505, 7th Floor, Kidwai Bhawan, Janpath, New Delhi-110001 at 1500 Hrs on the due date.

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

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16. SUBMISSION OF BIDS:
16.1 Bids must be received by the purchaser at the address specified under Para 15.2 not later than 1300 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 by him from this office for all or some of the systems/equipment as per requirement of the Bid Document. 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 THE 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 but followed by a signed confirmation copy by post not later than the deadline for submission of bids.

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

E. BID OPENING AND EVALUATION
19. OPENING OF BIDS BY PURCHASER:
19.1 The purchaser shall open the bids in the presence of the bidders or their authorized representatives who choose to attend, at prescribed time on due date. The bidder’s representatives, who are present shall sign in a register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A format is given in Section X).

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 withdrawal 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 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 bidders shall be entertained.

21. PRELIMINARY EVALUATION:
21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
21.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. **If the supplier does not accept the correction of the errors, his bid shall be rejected.**

21.3 Prior to the detailed evaluation, pursuant to clause 22, the purchaser will determine the substantial responsiveness of each bid to the Bid 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.

21.4 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

21.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn’t constitute a material deviation, provided such waiver doesn’t prejudice or effect the relative ranking of any bidder.

22. **EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

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

22.2(a) The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered inclusive of Duties & Taxes (but excluding CENVAT – able Duties and Taxes), Sales Tax, Packing Forwarding, Freight and Insurance charges etc. as indicated in col. 17 of the Price Schedule in Section VII Part II of the Bid Document. As stipulated in clause 9.1 Octroi / Entry taxes are not to be included in the composite price and hence the same will not be considered for the purpose of evaluation and comparison of responsive bids. However, Octroi / Entry Taxes will be paid extra, as per actual wherever applicable on production of proof of payment / relevant invoices / documents.

(b) i) “Duties & Taxes for which the firm has to furnish Cenvatable Challans / Invoices will be indicated separately in the PO / APO”.

ii) Vendors should furnish the correct E.D. / Customs tariff Head in the price schedule. If the credit for the Duties and Taxes under CENVAT Credit Rules, 2004 is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.

iii) In case the Duties & Taxes which are non CENVAT – able as per quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per CENVAT Credit Rules, 2004, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the CENVAT credit provided such credit is still available for the amount so paid as per CENVAT Credit Rules 2004.

iv) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct Tariff Head from Head from the E.D. / Customs authority where the Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with E.D. / Customs Tariff notifications

v) “If the supplier fails to furnish necessary supporting documents i.e. Excise / Customs invoices etc in respect of the Duties / Taxes which are Cenvatable the amount pertaining to such Duties / Taxes will be deducted from the payment due to the firm”

23 **CONTACTING THE PURCHASER:**

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

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23.2 Any efforts by the 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

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 the bidder.

25. PURCHASER'S RIGHT TO VARY QUANTITIES:

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

(b) DELETED

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

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

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

27. ISSUE OF ADVANCE PURCHASE ORDER:

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

27.2 The bidder shall within 14 days of issue of the Advance Purchase Order, give his acceptance along with the Performance Security in conformity with Section IX provided with the bid document.

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 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.
30. **QUALITY ASSURANCE REQUIREMENTS:**
The supplier shall have a Quality Management System supported and evidenced by the following:
- A Quality Policy.
- A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in the matters of Quality.
- Procedure for controlling design/production engineering, materials, 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 product which do not conform to specifications.
- Configuration management and change-control mechanism.
- A quality plan for the product.
- Periodical internal quality audits.
- A 'Quality Manual' detailing the above or infrastructure assessment certificate and Type Approval Certificate issued by "TEC" shall be furnished.

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

(i) **Clause 15.1 of Section II:** The bids will be recorded/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 the 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 bids will be rejected at the stage of primary evaluation. **In case of no deviations, a statement to the effect must be given.**

(v) **Section III Commercial conditions, Section IV Special conditions of contract and Section VI Technical Specifications:** Compliance if given using ambiguous words like “Noted”, “Understood”, “Noted and 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 9.5 on discount which is reproduced below:**

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

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

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case after closing of the tender process with full justification quoting specifically the violation of tender conditions if any.

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

The incharge of the Bid opening team will mention the number of bids with name of company found unsuitable further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the arguments of the bidder/ company mentioned in their representation and feel that there is prima-facie fact for consideration, the incharge of the Bid opening team will submit the case for review to competent authority CGM in Circle and Director (PLG. & NS) in corporate office as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

If the reviewing officer find it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to the desirous participant to be present on the occasion.

32. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the equipment in time. Further, the supplier whose equipment do not perform satisfactory in the field in accordance with a specifications may also be disqualified for a suitable period as decided by the purchaser.

33. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

34. The bidder should give a certificate that none of his / her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firms 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 Government of India or the Governor of 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 persons.

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) 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 the 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”.

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SECTION-III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION:
The general conditions shall apply in the contracts made by the purchaser for the procurement of goods.

2. STANDARDS:
The goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Section VI.

3. PATENT RIGHTS:
The supplier shall indemnify the purchaser against all third party claims of infringement of patent, trade-mark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network.

4. PERFORMANCE SECURITY:
4.1 All suppliers (including small scale units who are registered with 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 the Purchase Order, within 14 days from the date of issue of Advance Purchase Order by the purchaser.

4.2 The proceeds of the Performance Security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

4.3 The Performance Security Bond shall be in the form of a Bank Guarantee issued by a Scheduled Bank and in the form provided in ‘Section IX’ of this Bid Document.

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 drawing 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 all costs 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 month 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 equipment as the case may be, which is

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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 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 06 (Six) months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case BCPC (Bill copy Payable challan) shall be equivalent to “Taking Over Certificate” issuance of which shall certify receipt of goods in safe and sound 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 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 contracts, 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 Purchaser Order.

6.2 The delivery of the goods and the documents shall be completed within 06(Six) months from the date of issue of Advance Purchase Order. First two months are for lead period and evenly distributed supplies are expected in remaining four months. The actual delivery schedule will be given in Purchaser Order.

6.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the supplier at no extra cost during laboratory evaluation, validation / type approval and field trial if any.

6.4 The extension of delivery period against the P.O., if any, should be granted subject to the condition that BSNL shall have the absolute right to revise the prices(s) and also to levy penalty for the delayed supplies.

7. **TRAINING :**

7.1 The bidder shall provide training for installation and maintenance staff of the Purchaser free of cost where required.

7.2 The bidder shall specify in his bid the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of 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 suppliers plant and / or on site in assembly start-up operation, maintenance and / or repair of supplied goods.

8. **INCIDENTAL SERVICES :**

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

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

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9. **SPARES**

9.1 The supplier shall be required to provide a list of the following material and notifications pertaining to spare parts manufactured or distributed by the supplier of 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 relieve the supplier of any warranty obligation under the contract.

(b) In the event of termination of production of the spare parts, the supplier shall:
   i) Give advance notification to the purchaser pending termination (not less than two years), in sufficient time to enable the purchaser to procure life time spares; and
   ii) Following such advance intimation of termination, furnish at no cost to the purchaser, the blue prints, drawings and specification of spare parts, if and when requested.

9.2 Over a period of three year starting from the date of final acceptance, the supplier shall supply, at his own cost, all necessary spares which have not been included in the offer as part of the requirement. These spares should be supplied with in a maximum period of 30 days from the notification by the purchaser of his need.

10. **WARRANTY**

10.1 The supplier shall warrant that the stores 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. 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 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 complaint notified prior to such date) Twelve (12) months after the stores have been taken over under clause 5.5 above.

10.2 If it becomes necessary for the supplier to replace, or renew any defective portion(s) of the equipment under this clause, the provision of the clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of above mentioned period of Twelve (12) months, which ever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get to 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.

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

11. **PAYMENT TERMS**

11.1 Payment of 95% of the price shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.

i) Invoice clearly indicating break up details of composite prices i.e. Basic, E.D., Sales Tax, any other Duties & Taxes, Freight / Packing charges, Service Tax etc.

ii) Delivery Challan.

iii) Supplier certificate for dispatch

iv) Inspection Certificate of QA (Payable copy)

v) Excise Gate Pass / Invoice or equivalent document

vi) Consignee’s receipt / BCPC in original.

vii) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if any.

viii) Clear RR/Goods carrier receipt duly signed by the receiver at BSNL site (in case supplied through Transport)

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Note:- “If the supplier fails to furnish necessary supporting documents i.e. excise / Customs invoices etc in respect of the Duties / Taxes which are Cenvatable, the amount pertaining to such Duties / Taxes will be deducted from the payment due to the firm”

Price schedule formats for indigenous and imported equipments are accordingly modified and enclosed.

11.2 i) The balance 05% payment shall be released within six months from the date of supply of the equipment in case there are no damages / shortages. In those cases where such shortages / damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provisions of the Purchaser Order.

   ii) 100% payment (in place of 95%) may be made on delivery, provided that an additional Bank Guarantee for an amount equivalent to 05% of value of supplies valid for a minimum period of seven months is furnished by the supplier along with an undertaking that the equipment / stores supplied shall be free from any damages / shortages. In those cases, where such shortages / damages are intimated to the supplier in writing, the Bank Guarantee shall be extended without fail by the supplier for a suitable period at the request of purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank Guarantee shall be accepted at the circle head quarter and shall be released only after the cases are settled in accordance with provisions available in the Bid Document / Purchase Order. In case, where the additional Bank Guarantee for 05% is not provided, then the payment will be settled as per clause 11.1 & 11.2 (i) mentioned above.

   iii) Octoroi/ Entry Tax will be paid 100% against original documents, if claimed.

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

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

11.4 The bidder has to give the mandate for receiving the payment costing 5 lacs and above electronically and the charges, if any, levied by bank has to be borne by the bidder / contractor / supplier. The bidder company are required to give the following information’s for this purpose:-

   (i) Beneficiary Bank Name:
   (ii) Beneficiary Branch Name:
   (iii) IFSC Code of beneficiary Branch:
   (iv) Beneficiary Account No:
   (v) Branch Serial No. (MICR No.)

12. PRICES:

12.1(i) Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher then 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 the time.

   (b) In the case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes / duties for the supplies made from the date of enactment of revised duties/ taxes.

   (c) In case of increase in duties / taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties / taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of purchase Order.

   (iii) Any increase in taxes and other statutory duties / levies after the expiry of scheduled delivery date shall be to the supplier account. However, benefit of any decrease in these taxes / duties shall be passed on to the Purchaser by the supplier.

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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) Drawing, designs or specifications, where goods to be supplied under the Contract are
to be specifically manufactured for the purchaser;
   b) the method of transportation or packing;
   c) the place of delivery; or
   d) the services to be provided by the supplier.
13.2 If any such change causes an increase or decrease in the cost of, or the time required for the
execution of the contract an equitable adjustment shall be made in the contract price or
delivery schedule, or both, and the Contract shall accordingly be amended. Any proposal by
the supplier for adjustment under this clause must be made within thirty days from the date of
the receipt of the change in order.

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

15. DELAYS IN THE SUPPLIER'S PERFORMANCE:
15.1 Delivery of the goods and performance of services, shall be made by the Supplier in
accordance with the time schedule specified by the purchaser in its Purchase Order. In case
the supply is not completed in the stipulated delivery period, as indicated in the Purchase
Order, purchaser reserves the right either to short close/cancel this Purchase Order and/or
recovery liquidated damage charges. The cancellation/short closing of the order shall be at the
risk and responsibility of the supplier and purchaser reserves the right to purchase balance-
unsupplied item at 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 following sanctions: forfeiture of its Performance Security, imposition
of liquidated damages and/or termination of the contract for default.
15.3 i) If at any time during the performance of the contract, the supplier encounters condition
impeding timely delivery of the goods and performance of service, the supplier shall promptly
notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As
soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the
situation and may at its discretion extend the period for performance of the contract (by not
more than 20 weeks or as per provisions of clause 16.2, Section-III) as per provision given
below:
   ii) The vendor has to submit their request for extension alongwith the undertaking as per clause
24 Section –III (Fall Clause) and a copy of QA inspection certificate atleast two weeks before
the expiry of delivery period. The decision regarding extension shall be communicated within
two weeks of the receipt of request.
   iii) In case extension is being granted beyond 20 weeks then the vendor shall submit additional
BG while seeking extension. For peace meal items the amount of additional BG shall be 5%
of the value of balance quantity of items to be supplied for which extension in delivery period
has been sought. In case of infrastructure / turnkey projects other than as stated above, 1% of
the total project value shall be the value for additional BG. The additional BG shall be valid
for six months beyond extension of delivery period sought and shall be discharged after the
full ordered quantity has been supplied to the ultimate consignee within the last extended
delivery period on submission of inspection certificate from QA and consignee receipt
without prejudice to the other remedies available to the purchaser.

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iv) If the vendor fails to deliver the full ordered quantity even during extended delivery period then the P.O. shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited. Format of (i) letters conveying conditions of DP extension and (ii) DP extension letters are in appendix.

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 should be deemed to be the essence of the contract and delivery must be completed not later than the date 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 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 provision of clause 16.2 will not apply.

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

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

iii) In the case of package supply/turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on total value of the concerned package of the Purchase Order.

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

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

17.1 If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of 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 happening 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 events 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 deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

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, 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 pursuant to Clause 15;

b) If the supplier fails to perform any other obligation(s) under the Contract; and

c) If the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorise 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 18.1 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 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 the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the Chief General Manager, Northern Telecom Region, New Delhi or in case his designation is changed or his office is abolished then in such cases to the sole arbitration of the officer for

Signature of Tenderer with seal
the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the Chief General Manager, Northern Telecom Region, BSNL, New Delhi or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the Chief General Manager, Northern Telecom Region, BSNL, New Delhi or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Chief General Manager, Northern Telecom Region, BSNL, New Delhi 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 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 arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the Chief General Manager, Northern Telecom Region, BSNL, New Delhi or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

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

20.3 The venue of the arbitration proceeding shall be the office of Chief General Manager, Northern Telecom Region, BSNL, New Delhi 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) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL.

22. The bidders, who are given Purchase Orders, must give the details of the supplies made against all the Purchase Orders every month on the 1st working day of the following month to Divisional Engineer (MM) O/o Chief General Manager Mtce., NTR, BSNL, New Delhi and the concerned planning Branches of BSNL.

23. The Bidder should furnish the name of the collaborator (if applicable), brand name, model No. and type of the products offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

24. **FALL CLAUSE:**

24.1 The prices once fixed will remain valid during the scheduled delivery period except for the provision 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 the similar equipment / service;

(b) The price received in a new tender for the same or the similar equipment/service are less than the prices chargeable under the contract.
The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. The 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 the performance security.

24.2(a) The vendor while applying for extension of time for delivery of equipment / services, if any, shall have to provide an undertaking as “We have not reduced the sale price, and / or offered to sell the same or similar equipment / service to any person / organization including Department of Central / state Government or any central / state PSU at a price lower than the price chargeable under the contract for the 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 Court Jurisdiction:-

(i) Any dispute arising out of the tender/bid document/evaluation of bid/issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/tender has been issued.

(ii) Where a contractor has not agreed to arbitration, the dispute/claims arising out of the Contract/PO entered with him shall be subject to the jurisdiction of the competent court at the place from where Contract/PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

“This Contract/PO is subject to jurisdiction of court at “New Delhi only.”

***************

Signature of Tenderer with seal
SECTION –IV
SPECIAL CONDITIONS OF CONTRACT
1. The Special conditions of contract shall supplement the ‘Instructions to the 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 of Section II of the Bid Document and the Type Approval Certificate and proof of Execution of E.O. / C.O. as required under clause 2 of Section II shall be submitted along with the 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 superscripted as “BID SECURITY AND TYPE APPROVAL CERTIFICATE FOR Tender No. 71-264/2009-MM Dated 05.09.2009 issued on ------------------.”.

ii) In case where the document of bid security and type approval etc. are not submitted in the manner prescribed under clause 2 (i) above, cover containing the commercial, 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) for tendered item under single point registration scheme and desiring of claiming concessions available to such units inclusive of Bid security should submit their latest NSIC certificates and documents in respect of their monetary limit and financial capability duly certified by NSIC.

4. i) The supply will be accepted only after quality assurance tests are carried out by the Quantity Assurance Wing of BSNL as per prescribed schedule and material passing the test successfully and after authenticated excise gate pass issued by Excise Authorities.

ii) The QA unit of BSNL while clearing the equipment / stores will strictly adhere to the package discipline as described in Purchase Order. Supplies made in full, as per Purchase Order, of all the packages during delivery period only will be deemed to have been supplied within scheduled delivery period.

5. i) The Purchaser intends to limit the number of technically and commercially responsive bidders to (2) from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The bidder with the lowest, evaluated price will be considered for about 70% (App.) of the tendered quantity and the balance quantity will be ordered on the second lowest bidder. However, the purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price. Evaluation will be lot wise.

ii) In the event of any of the eligible bidder(s) not agreeing to supply the equipment or not being considered by BSNL for ordering the equipment, inter-ranking of the bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot(s). This will be done to ensure that the number of bidders supplying the equipment remain same as earlier.

iii) If the quoted price (s) of the technically and commercially responsive Central Public Sector Enterprise(s) which is (are) not appearing in the list of bidders short listed for placement of order but eligible for purchase preference as per the guidelines contained in the Department of Public enterprises OM No.DPE/13(12)/2003-Fin. Vol.II dated 18-07-2005 is (are) within 10% of the lowest evaluated price in the tender then, such PSE (s) will also be considered for placement of order in addition to bidders short listed for placement of orders in accordance with the clause (i) stated above. In such cases too, the quantity to be ordered on the bidder with lowest evaluated price will remain the same as indicated in clause (i) above. The balance quantities will be ordered on the other short listed bidders including the selected PSEs in the inverse ratio of their evaluated prices. However, if the order is to placed on one successful bidder only, then the purchase preference policy to CPSEs will not be applicable. Provision of the clause is applicable only if the tendered item is being manufactured by CPSE concerned and the procurement is for the value of Rs. 5 (five) crores and above but not exceeding Rs.100 (one hundred) crore. This sub clause will be applicable upto 31-03-2008 only.

6. SPARES
i) The supplier shall be required to provide a list of spare parts recommended for maintenance for one year along with rates at card / module level. The purchaser may elect to purchase the recommended spares from the supplier at any time including at the end of warranty / AMC, provided that such purchase shall not relieve the supplier from any warranty / AMC obligations under the contract.

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ii) The cost of spares shall be discounted @ 15% over warranty /AMC period (if there is a provision for AMC in the contract) to arrive at the final price of the equipment for the purpose of tender evaluation.

iii) Over a period of three years starting from the date of final acceptance of the equipment or after the procurement of spares, supplier shall supply at his own cost, spares parts needed which have not been included in the offer. These spares should be supplied within a maximum period of 30 days from the notification by the purchaser of his need, without demurr.

iv) In the event of termination of production of the equipment / spares parts, the supplier shall notify the purchaser at least two years in advance of the impending termination to enable the purchaser to procure life time spares. The supplier shall also provide at his own cost to the purchaser, the blue print drawings and its specifications of spare parts if and when requested.

v) Period warranty & AMC (if any) shall also be prescribed.

7. REPAIR OF FAULTY EQUIPMENT AND SETTING UP OF REPAIR FACILITIES:

(i) The supplier shall establish adequate repair facilities for repair of faulty equipment in India within a period of three months from the date of Purchase Order. The number and location of repair facilities should be such as to meet the requirement of repairs and turn around time provided in Section III. The performance Bank Guarantee shall not be released until the purchaser is satisfied that the sufficient repair facilities have been established in addition to the fulfillment of other conditions of the contract. The purchaser reserves the right to black list a supplier who does not meet the repair obligation as per the conditions of the contract.

(ii) The supplier shall quote rates for repair of each card/module in schedule VII as a percentage of the cost of that module and also value in rupees. Total cost of repair for each type of module shall be loaded for the purpose of evaluation.

8. FORMATION OF CARTEL

8.1 In case of cartelization or apparent cartel formation the BSNL reserves the right to black list the bidder and cancel the bid.

8.2 If the bidders from one cartel rate, the purchaser reserves the right to limit the number of firms. In such a situation a limited number of offers would be drawn from all the offers (Purchaser’s Right) on random basis from eligible bidders after opening the bids in the presence of eligible bidders.

9. The supplier must get revalidation of expired TAC/TSEC i.e. expired after opening of the tender of the tendered item but before the issue of PO and submit the same to this office within 15 (fifteen) days from the date of expiry of TAC/TSEC failing which the offer is liable to be cancelled without any further notice. However, in case TAC/TSEC validity expires after the placement of PO, the supplier shall take advance action to avoid any delay in supplies and no extension without LD shall be given on this count.

10. All the supporting documents submitted with the bid by the bidder should be self-attested by the authorized signatory.

11. BSNL reserves the right to call for the original document(s) of the supporting document(s) at any stage at any time from the bidder/vendor.

12. The bidders must submit the copy of the tender document issued to / downloaded along with the amendments (if any issued) with every page signed and written as all clauses complied. Any clarification issued by purchaser in response to query raised by prospective bidders shall form a part of bid document and should also be submitted by the bidder duly signed and written as all clauses complied.

13. Evaluation will be done separately for each lot.

14. The purchaser shall not pay separately for transit Insurance. The supplier shall be responsible for all kinds of losses i.e. loss due to theft, damage, shortage etc. till the receipt of entire quantity of store in good condition by the consigne/ ultimate consignee.

15. PRICE VARIATION CLAUSE:

As per BSNL HQ letter No.40-1/2007-MMS/492 dated 25-09-2007 PV Clause for lead in the matter of procurement of VRLA Batteries will be applicable with following guidelines:

(i) 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.

(ii) LME price of lead is indicated in USD per tone 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 in each size of battery proposed to be taken into accounts is indicated in the table below. Based on this, the content of lead (in kg) in a size of battery may be considered to be the PV factor (in Rs.) for that size of battery.

(iii) For every increase or decrease of Rs.1000 in average LME price of lead per MT, price of battery of that size shall increase / decrease accordingly.

(iv) The PV amount so worked out may be added to / subtracted from the approved composite price of the respective VRLA Battery with allowing ED & ST only (as per duty / Tax rate of L1 / approved price) and without allowing any Freight or any other charges on it.

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(v) The base price of lead for the purpose of PV shall be worked out & circulated every month by BSNL HQ.

(vi) The content of lead for various size of batteries procured in BSNL to be taken into account for finalization of prices is indicated in the table below:

<table>
<thead>
<tr>
<th>Size (AH)</th>
<th>200</th>
<th>300</th>
<th>400</th>
<th>600</th>
<th>1000</th>
<th>1500</th>
<th>2000</th>
<th>2500</th>
<th>3000</th>
<th>4000</th>
<th>5000</th>
</tr>
</thead>
<tbody>
<tr>
<td>PV (in Rs) for every increase / decrease of Rs.1000 in Average LME price of Lead per MT</td>
<td>188.80</td>
<td>288.48</td>
<td>421.68</td>
<td>593.6400</td>
<td>1010.88</td>
<td>1460.64</td>
<td>2021.76</td>
<td>2473.92</td>
<td>2921.28</td>
<td>4043.52</td>
<td>4947.84</td>
</tr>
</tbody>
</table>

**Basic Price of Lead:-** As per BSNL HQ Letter No.40-1/2007-MMS/152 dt.06-07-2009, for the purpose of procurement of VRLA Batteries of various sizes in BSNL units, the Lead price for the month of June 2009 is Rupees 80708/- MT (Eighty thousands seven hundred eight only) per metric tonne, excluding excise duty and sales tax.

**Price variation formula:-** As given in clause 15.1 above.

Original / Photostat copy of relevant circular from BSNL (duly attested) as applicable for Lead has be produced for price variation as documentary evidence along with the bills preferred for payment. The Price variation (PV) will be calculated on the basic price element of the approved rate and the same shall be used to arrive at the composite price on monthly basis based upon the price circular of lead issued by BSNL HQ. The PV shall be applicable within the original delivery schedule only.

The Price variation on basic lead contents shall be allowed on the basic price with ED & ST (as per duty / Tax rate of L1 / approved price), Freight element and any other charges etc. shall not be admissible for price Variation. The admissible basic lead price for a particular month will be = Basic price (approved) +/- (Increase /decrease in Lead rate x PV Factor)

**In case of supply made under extended delivery period the PV will be regulated as follows:** In case of any decrease due to reduction in raw material price benefit will be passed on to the purchaser. However, no increase in price will be allowed to the supplier due to hike in the raw material(s) price during the extended delivery period. In such cases the price of raw material(s) prevailing in the last month of the original delivery schedule shall prevail.
### SECTION-V
#### SCHEDULE OF REQUIREMENTS

1. | Lot No. | Battery Capacity | Total Qty | Controlling Officer | Station of delivery | Quantity (Sets) |
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>600 AH VRLA</td>
<td>04 Sets</td>
<td>DGMM AG</td>
<td>Kalan</td>
<td>02</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DGMM AG</td>
<td>Tilhar</td>
<td>02</td>
</tr>
<tr>
<td>02</td>
<td>1000 AH VRLA</td>
<td>10 Sets</td>
<td>DGMM (TAX) ND</td>
<td>Rajendra Nagar</td>
<td>02</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DGMM ND</td>
<td>Rajendra Nagar</td>
<td>02</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DGMM JP</td>
<td>Lalgarh</td>
<td>02</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>DGMM VS</td>
<td>Pipri</td>
<td>02</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DGMM VS</td>
<td>Varanasi</td>
<td>02</td>
</tr>
<tr>
<td>03</td>
<td>2000 AH VRLA</td>
<td>18 Sets</td>
<td>DGMM DN</td>
<td>Meerut</td>
<td>02</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DGMM DN</td>
<td>Muzaffarnagar</td>
<td>02</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DGMM DN</td>
<td>Srinagar (Garhwal)</td>
<td>02</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DGMM AB</td>
<td>Karnal</td>
<td>02</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DGMM VS</td>
<td>Allahabad</td>
<td>02</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DGMM VS</td>
<td>Varanasi</td>
<td>02</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DGMM VS</td>
<td>Gorakhpur</td>
<td>02</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DGMM KP</td>
<td>Jhansi</td>
<td>02</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DGMM KP</td>
<td>Kanpur</td>
<td>02</td>
</tr>
<tr>
<td>04</td>
<td>3000 AH VRLA</td>
<td>04 Sets</td>
<td>DGMM AB</td>
<td>Ambala</td>
<td>04</td>
</tr>
<tr>
<td>05</td>
<td>5000 AH VRLA</td>
<td>04 Sets</td>
<td>DGMM LW</td>
<td>Lucknow</td>
<td>02</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DGMM JL</td>
<td>Jalandhar</td>
<td>02</td>
</tr>
</tbody>
</table>

Stores are to be delivered to different consignees as stated above. However ultimate consignee and stations will be intimated with the P.O.

2. Information to be furnished by the battery supplier:
   a) Capacity of the battery.
   b) Manufacturers’ Name.
   c) Method of connections between the cells, whether Bolted or any other type.
   d) Type and Material of the container.
   e) Material of the separator.
   f) Overall dimensions & weight of each complete cell.
   g) Space and floor loading in the desired configuration.
   h) Specific order, if any in which the cells are to arranged.
   i) Procedure for monitoring the health of battery during maintenance and preventive measures required.
   j) Measures required to be taken at the site of installation, showing the state of discharge and procedure of recharge thereof.
### SECTION-VI

**TECHNICAL SPECIFICATIONS**

<table>
<thead>
<tr>
<th>Sl</th>
<th>CAPACITY</th>
<th>Quantity</th>
<th>TEC GR No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>600 AH VRLA</td>
<td>04 Sets</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>1000 AH VRLA</td>
<td>10 Sets</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>2000 AH VRLA</td>
<td>18 Sets</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>3000 AH VRLA</td>
<td>04 Set</td>
<td></td>
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<tr>
<td>5.</td>
<td>5000 AH VRLA</td>
<td>04 Sets</td>
<td></td>
</tr>
</tbody>
</table>

GR/Bat-01/03 Mar-2004 with latest amendments
SECTION VII  
Part I  
BID FORM  

TENDER No. 71-264/2009-MM  

To,  
Divisional Engineer ( MM ),  
O/o Chief General Manager, Mtec,  
Northern Telecom Region,  
Room No.505, 7th Floor, Kidwai Bhawan, Janpath  
New Delhi-110 001.  

Dear Sir ,  

1. Having examined the conditions of contract and Specifications including addenda Nos. ________________ the receipt of which is hereby duly acknowledged, we, undersigned offer to supply and deliver........................ in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.  

2. We undertake, if our Bid is accepted, to commence deliveries within (     ) weeks and to complete the delivery of all the items specified in the contract within (    ) months calculated from the date of issue of your Ad. Purchase Order.  

3. If our bid is accepted, we will obtain the Performance Guarantees of a scheduled bank for a sum of @ 5% of the contract value.  

4. We agree to abide by this Bid for the period of 90 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.  

5. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.  

6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.  

7. We understand that you are not bound to accept the lowest or any bid, you may receive.  

Dated this................day of................2009  

Name and Signature______________________  
In the capacity of ___________________________  
Duly authorized to sign the bid for and on behalf of __________________________  
Witness ___________________________  
Address____________________________  
_____________________________  
Signature: ___________________________  

Signature of Tenderer with seal
### PRICE SCHEDULE FOR INDIGENOUS EQUIPMENT

#### (1)

<table>
<thead>
<tr>
<th>Lot No.</th>
<th>Item Description</th>
<th>Total Qty.</th>
<th>EX-factory price (Basic Unit price exclusive of all levies and charges)</th>
<th>Excise Duty</th>
<th>Sales Tax</th>
<th>Freight Forwarding and insurance</th>
<th>Other levies &amp; charges, if any</th>
<th>Unit Price (All inclusive)</th>
<th>Duties &amp; Taxes CENVAT-able on unit price</th>
<th>Unit price excluding Duties &amp; Taxes CENVAT-able</th>
<th>Total price inclusive of all levies &amp; charges excluding Duties &amp; Taxes</th>
<th>Discount offered, if any</th>
<th>Total discounted price excluding Duties &amp; Taxes CENVAT-able</th>
<th>E.D. Tariff Head</th>
<th>Import Content</th>
<th>Percentage (%) of Custom Duty</th>
<th>Custom Tariff Head</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>600 AH VRLA</td>
<td>04 Sets</td>
<td>(Rs.) % Amt % Amt % Amt (Rs.)</td>
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<tr>
<td>02</td>
<td>1000AH VRLA</td>
<td>10 Sets</td>
<td>(4+6+8+10+11)</td>
<td>12-13</td>
<td>3X 14</td>
<td>15-16</td>
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<tr>
<td>03</td>
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<td>18 Sets</td>
<td>(Rs.) % Amt % Amt % Amt (Rs.)</td>
<td>(Rs.)</td>
<td>(Rs.)</td>
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<td>04</td>
<td>3000AH VRLA</td>
<td>04 Set</td>
<td>(Rs.) % Amt % Amt % Amt (Rs.)</td>
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<td>05</td>
<td>5000AH VRLA</td>
<td>04 Sets</td>
<td>(Rs.) % Amt % Amt % Amt (Rs.)</td>
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</table>

**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 column –4 & the service tax in column 11 & 13.
3. "We hereby certify that E.D. / Customs Tariff Head shown in column 18/21 are correct & CENVAT Credit for the amount shown in column 13 above are admissible as per CENVAT Credit Rules 2004."
4. The bidder shall quote separately for hardware and software as per special conditions of the contract.
5. The bidder submitting the offer with concessional E.D./Sales Tax shall submit the proof of applicable concessional E.D./Sales Tax.
6. Rows left blank should be scored out.

Signature of Tenderer with seal
## SECTION – VII
### PART-II
### PRICE SCHEDULE FOR IMPORTED EQUIPMENT

(2)

<table>
<thead>
<tr>
<th>Lot No.</th>
<th>Item Description</th>
<th>Total Qty</th>
<th>EX-factory price (Basic Unit price exclusive of all levies and charges)</th>
<th>Unit price per Unit CIF</th>
<th>Custom Duty</th>
<th>Sales Tax</th>
<th>Packing and inland freight</th>
<th>Other levies &amp; charges, if any</th>
<th>Price Per Unit Price for site (All inclusive)</th>
<th>Duties &amp; Taxes CENVAT-able on unit price</th>
<th>Unit price excluding Duties &amp; Taxes CENVAT-able</th>
<th>Total price inclusive of all levies &amp; charges Excluding Duties &amp; Taxes</th>
<th>Discount offered, if any</th>
<th>Total discounted price excluding Duties &amp; Taxes CENVAT-able</th>
<th>Customs Tariff Head</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>600 AH VRLA</td>
<td>04 Sets</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(4B+6+8+10+11)</td>
<td>12-13</td>
<td>3X 14</td>
<td>15-16</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>02</td>
<td>1000AH VRLA</td>
<td>10 Sets</td>
<td></td>
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</tr>
<tr>
<td>03</td>
<td>2000AH VRLA</td>
<td>18 Sets</td>
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<tr>
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<td>3000AH VRLA</td>
<td>04 Set</td>
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<tr>
<td>05</td>
<td>5000AH VRLA</td>
<td>04 Sets</td>
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</tbody>
</table>

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 column –4B & the service tax in column 11 & 13.
3. “We hereby certify that Customs Tariff Head shown in column 18 are correct & CENVAT Credit for the amount shown in column 13 above are admissible as per CENVAT Credit Rules 2004”
4. The bidder shall quote separately for hardware and software as per special conditions of the contract.
5. The bidder submitting the offer with concessional Sales Tax shall submit the proof of applicable concessional Sales Tax
6. Rows left blank should be scored out.

Signature of Tenderer with seal
SECTION-VIII
BID SECURITY FORM

Whereas __________________________ (herein after called "the bidder") has submitted its bid dated ________________ for the supply of ________________ vide Tender No. 71-264/2009-MM dt. 05.09.2009

KNOWING ALL MEN by these presents that WE ___________ OF _______________ having our registered office at __________________________ (herein after called "the Bank") are bound unto Accounts Officer (Cash) O/o Chief General Manager Mtce. NTR, BSNL, New Delhi (herein after called "the Purchaser") in the sum of Rs. __________ for which payment will and truly to be made of the said Purchaser, the Bank bind itself, its successors and assigns by these present.

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
   a. fails or refuses to execute the contract, if required, or
   b. fails or refuses to furnish the Performance Security, in accordance with the instructions to bidders.

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

This guarantee will remain in force as specified in Clause 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.

This guarantee is valid up to------------------------.

__________________________
Signature of the Bank Authority
Name
Signed in capacity of

__________________________
Name and Signature
of Witness

__________________________
Full Address of Branch

__________________________
Tel. No. of Branch

__________________________
Address of Witness

Fax No. of Branch

__________________________
Signature of Tenderer with seal
SECTION- IX

PERFORMANCE SECURITY GUARANTEE BOND

In consideration of the Chief General Manager Mtce., Northern Telecom Region, BSNL (hereinafter called ‘BSNL’) having agreed to exempt ________________________ (hereinafter called 'the said contractor(s)) from the demand under the terms and conditions of an agreement /Advance Purchase Order No.__________________ dated__________ made between________________ and __________ for the supply of __________________________ (hereinafter called 'the said Agreement'), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of the 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 BSNL by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the Bank) __________________________ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL by reason of breach by the said contractor(s)' of any of the 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 BSNL in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding __________________________.

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

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

Signature of Tenderer with seal
5. We (Name of the Bank) _________________________________ further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against and said contractor(s) and to for bear 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 __________ day of __________

for ________________________________

(indicate the name of the bank)
Appendix (i) to clause 15.3 of Section III
Model Amendment Letter Intimating Conditions for Extension of Delivery Period

To,

M/s __________________________
______________________________

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

Ref:- Your letter No. -------------- dated ---------------

You have failed to deliver the goods / entire quantity of the goods / execution / installation / commissioning of the entire project within the contract delivery period / delivery period as agreed schedule or last extended up to -------------- . In your above referred letter, you have asked for extension / further extension of time for delivery / execution / installation / commissioning. In view of the above circumstances stated in your above referred letter, the time of the delivery can be extended from ------- (original / last delivery period) to --------- (presently agreed delivery period) subject to you unconditional acceptance of the following terms and condition:

1. That, liquidated damages shall be levied in accordance with agreed clause 16.2 Section-III of terms and conditions of the tender / P.O.
2. That, notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after zzz shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section – III.
3. That, the prices during this extended delivery period shall be provisional and shall be governed as per agreed clauses 12 and 24 Section-III and shall be finalized in accordance with the current PO price or the current PO price with latest budget / duty impact or the prices in the new tender (T.E. No. --------- --------) from the date of its opening , on whichever is lowest basis.
4. An additional BG of Rs. -------------- in accordance with clause 15.3, Section-III of the contract with validity up to ----------.
5. An undertaking as required vide clause 24, Section III.

Please intimate you unconditional acceptance of this letter alongwith the additional BG within ten days of the issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you. This letter shall from part and parcel of the agreement / contract / APO / PO and all other terms and conditions of the contract remain unaltered.

Yours faithfully

( --------------)
for and on behalf of --------------

zzz Original delivery date or the last extended / re-fixed delivery period (as the case may be)

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

Signature of Tenderer with seal
Appendix (ii) to clause 15.3 of Section III
Model Amendment Letter for Extension of Delivery Period

To,
M/s -----------------------------

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

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

You have failed to deliver the goods / entire quantity of the goods / execution / installation / commissioning of the entire project within the contract delivery period / delivery period as agreed schedule or last extended up to -------------- . In your above letter under reference (1), you have asked for extension / further extension of time for delivery / execution / installation / commissioning. The terms and conditions for extension of delivery period were conveyed to you vide this office letter under reference (2). In view of the circumstances stated in your above referred letter, and upon you unconditional acceptance of the terms and condition of this extension vide your letter reference (3), the time of delivery is hereby extended from ------- (last delivery period) to ---------------- (presently agreed delivery period) on the terms and conditions in letter under reference (2) above and agreed by you vide letter under reference (3) i.e.:

a) Liquidated damages shall be levied in accordance with agreed clause 16.2 Section-III of terms and conditions of the tender / P.O.

b) Notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after zzz shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section – III.

c) The prices during this extended delivery period shall be provisional and shall be governed as per clauses 12 and 24 Section-III and shall be finalized in accordance with the current PO price or the current PO price with latest budget / duty impact or the prices in the new tender (T.E. No. -------------) from the date of its opening , on whichever is lowest basis.

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

Yours faithfully
( --------------)
for and on behalf of --------------

Copy to :
-----------------------------

-----------------------------

(All concerned)

zzz Original delivery date or the last unconditionally re-fixed delivery period (as the case may be)

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

Signature of Tenderer with seal
SECTION X
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach Divisional Engineer (MM) before date of bid opening)

To,
The Divisional Engineer (MM)
Northern Telecom Region,
505, 7th Floor, Kidwai Bhawan,
New Delhi-110 001.

Sub: Authorization for attending the bid opening on _________(date) in the tender of ________________________________________________

Following persons are hereby authorized 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 Signatures

I

II

Alternate
Representative

Signature of the bidder
Or
Officer authorized to sign the bid Documents on behalf of the bidder

Note (1): Maximum of two representative 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 received.

******

Signature of Tenderer with seal
SECTION XI

LETTER OF BID SECURITY

To,
CGMM NTR BSNL,
Kidwai Bhawan,
New Delhi.

Sub:- Submission of Bid Security – Regarding.

Following DD/BG are enclosed against tender No. and for an amount as per details given below:

<table>
<thead>
<tr>
<th>Tender /Lot No.</th>
<th>Bid Security (Rs.)</th>
<th>DD/BG No. &amp; Date</th>
<th>Name of issuing Bank</th>
</tr>
</thead>
<tbody>
<tr>
<td>71-264/2009-MM/1</td>
<td>14,240/-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>71-264/2009-MM/2</td>
<td>59,850/-</td>
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<td></td>
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<tr>
<td>71-264/2009-MM/3</td>
<td>2,16,100/-</td>
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</tr>
<tr>
<td>71-264/2009-MM/4</td>
<td>71,890/-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>71-264/2009-MM/5</td>
<td>1,19,200/-</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of tenderer with seal

******

Signature of Tenderer with seal