

SECTION – I

**GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS & IT
DEPARTMENT OF TELECOMMUNICATIONS
TELECOM ENFORCEMENT, RESOURCES & MONITORING - DELHI**

**TENDER ON RUPEE PAYMENT BASIS
NOTICE INVITING TENDER**

No. TBAD/MM-Intranet/10/TERM Delhi.2006

Date: 05/11/2008

1. ON BEHALF OF PRESIDENT OF INDIA, **TELECOM ENFORCEMENT, RESOURCES & MONITORING - DELHI** INVITES SEALED TENDER FOR **PROCUREMENT OF SERVICES OF UNSKILLED AND SEMI-SKILLED MANPOWER RESOURCES** IN RUPEE PAYMENT FROM REPUTED, EXPERIENCED AND FINANCIALLY SOUND MANPOWER RESOURCES COMPANIES /FIRMS /AGENCIES AS PER SPECIFICATIONS MENTIONED IN SECTION V & VI AND AS PER TERMS AND CONDITIONS IN SECTION II AND III FOR THE OFFICE OF DDG (TERM), DOT DELHI.
2. DESIROUS COMPANIES/FIRMS/AGENCY MAY OBTAIN TENDER DOCUMENTS W.E.F.05.11.2008 ON REQUEST IN WRITING FROM DIVISIONAL ENGINEER (ADMIN) TERM CELL DELHI, 5-1/2 FLOOR MTNL TELEPHONE EXCHANGE NEHRU PLACE NEW DELHI-110019 (PHONE NO.26469191) (ON ALL WORKING DAYS BETWEEN 10.30 HOURS AND 13.30 HOURS) UP TO 25.11.2008 ON SUBMISSION OF DEMAND DRAFT OF THE AMOUNT EQUAL TO RS 500/- DRAWN IN THE FAVOR OF COMMUNICATION ACCOUNTS OFFICER, CCA, DOT, DELHI PAYABLE AT NEW DELHI
3. TENDER DOCUMENTS DOWNLOADED FROM THE DOT WEB SITE- WWW.DOT.GOV.IN ARE ALSO ACCEPTABLE PROVIDED THE REQUISITE TENDER FEE/COST I.E. RS.500/- IS ENCLOSED IN THE FORM OF ACCOUNT PAYEE DEMAND DRAFT FROM ANY OF THE SCHEDULED BANK IN FAVOR OF COMMUNICATION ACCOUNTS OFFICER, CCA, PAYABLE AT NEW DELHI AT THE TIME OF SUBMISSION OF BID DOCUMENT.
4. **SCHEDULE –**
SALE OF BID DOCUMENT:

05.11.2008 TO 25.11.2008
(TIME 10:30 HRS TO 13:30HRS.)

LAST DATE & TIME FOR RECEIPT OF BIDS: 26.11.2008, TIME 15:00 HRS.

DATE & TIME FOR OPENING OF TECHNICAL BID: 26.11.2008, TIME 15:30 HRS.

DATE & TIME FOR OPENING OF FINANCIAL BIDS FOR TECHNICALLY QUALIFIED BIDDERS: TO BE NOTIFIED LATER

PLACE OF OPENING THE BIDS:

**OFFICE OF DY.DIRECTOR
GENERAL (TERM)
5-1/2 FLOOR MTNL
TELEPHONE EXCHANGE
NEHRU PLACE
NEW DELHI-110019**

VALIDITY OF BID:

**90 DAYS FROM THE DATE
OF OPENING OF TENDERS.**

THE BID SHALL NOT BE ACCEPTED AFTER THIS DEADLINE UNDER ANY CIRCUMSTANCES WHATSOEVER.

IF THE TENDER OPENING DAY IS DECLARED AS A GOVT. OF INDIA HOLIDAY, THEN THE TENDER WILL BE OPENED ON THE NEXT WORKING DAY AT 15.30 HRS.

5. THE INTERESTED COMPANIES/ FIRMS/ AGENCIES MAY PUT BID DOCUMENT COMPLETE IN ALL RESPECTS ALONG WITH EARNEST MONEY DEPOSIT (EMD) OF RS. 20,000/- AND OTHER REQUISITE DOCUMENTS FROM **10:30 AM ON 05.11.2008 UP TO 26.11.2008 TILL 15:00 HOURS** IN THE TENDER BOX KEPT IN OFFICE OF DY.DIRECTOR GENERAL(TERM), 5-1/2 FLOOR MTNL TELEPHONE EXCHANGE NEHRU PLACE NEW DELHI-110019. A TENDER WILL BE CONSIDERED INCOMPLETE AND WILL BE LIABLE TO BE REJECTED IN CASE IT IS NOT SUBMITTED AS PER CONDITIONS IN SECTION II.

6. THIS OFFICE RESERVES THE RIGHT TO AMEND OR WITHDRAW ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE TENDER DOCUMENT OR TO REJECT ANY OR ALL TENDERS WITHOUT GIVING ANY NOTICE OR ASSIGNING ANY REASON. THE DECISION OF THE DDG (TERM), NEW DELHI, DEPARTMENT OF TELECOMMUNICATIONS, GOVT OF INDIA, IN THIS REGARD SHALL BE FINAL AND BINDING ON ALL. THE TENDER SHOULD BE SENT ON PRESCRIBED FORM ENCLOSED AT SECTION VII.

(Sh. Atique Ahmed)
Divisional Engineer (Admin)
5-1/2 floor MTNL Telephone Exchange Nehru
place New delhi-110019

INSTRUCTIONS TO BIDDERS

A INTRODUCTION

1.0 DEFINITIONS :

(a) **“The Purchaser”** means the **TELECOM ENFORCEMENT, RESOURCES & MONITORING - DELHI, MTNL TELEPHONE EXCHNAGE, NEHRU PLACE, NEW DELHI** .

(b) **“The Bidder”** means the individual or firm or company who participates in this tender and submits its bid.

(c) **“The Supplier”** means the individual or the firm or company supplying the goods/services under the contract.

(d) **“The Goods/services”** means all the equipment, instrument, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.

(e) **“The Advance Purchase Order”** means the intention of Purchaser to place the Purchase Order on the bidder.

(f) **“The Purchase Order”** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices there to and all documents incorporated by reference therein. The purchase order shall be deemed as **“Contract”** appearing in the document.

(g) **“The Contract Price”** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

2.0 ELIGIBLE BIDDERS

“The eligible bidders shall be Companies/Firms /Agencies registered with appropriate authorities for supplying such services

3.0 COST OF BIDDING:

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

B THE BID DOCUMENTS:

4.0 BID DOCUMENTS:

4.1 The goods/services required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents includes the following:-

- | | | |
|-----|---|-----------------------------|
| (a) | Notice Inviting Tender | Section I |
| (b) | Instruction to Bidders | Section II |
| (c) | General Conditions (Commercial) of the Contract | Section III |
| (d) | Special Conditions of Contract | Section IV |
| (e) | Schedule of Requirement | Section V |
| (f) | Technical Specifications | Section VI |
| (g) | Bid Form and Price Schedule | Section VII
(Pt. I & II) |
| (h) | Bid Security Form | Section VIII |
| (i) | Performance Security Bond Form | Section IX |
| (j) | Letter of authorization to attend bid opening | Section X |
| (k) | A.C.G. 17 Form for refund of EMD. | |

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

6.0 PREPARATION OF BIDS

The bidder shall prepare one complete set of original bid and make 1 number of copies of the same, clearly marking one as 'Original Bid' and the other as Copy No. 1. In the event of any discrepancy between the copies, the original shall govern. The bid shall consist of the 'commercial' and 'technical' bid in one sealed envelope super scribed 'Technical and Commercial Bid' and financial bid in separate sealed envelope super scribed 'Financial Bid'. The two bids shall be placed in an envelope which shall be sealed as per instructions in the tender and shall be super scribed 'Bid for supplying services of unskilled and semi skilled Manpower resources'.

7.0 DOCUMENTS COMPRISING THE BID:

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

- (a) Documentary evidence establishing in accordance with Clause 2 and 10 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- (b) Bid Security / EMD 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.

8.0 BID FORM:

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

9.0 BID PRICES:

9.1 The bidder shall give the total composite price inclusive of levies & taxes i.e. Sale Tax & Excise, packing, forwarding freight and insurance and shall be FOR destination to be delivered at site etc. but excluding Octroi / Entry tax which will be paid extra as per actuals, wherever applicable. The basic unit price and all other components of the price need to be individually indicated against the goods/services it proposes to supply under the contract as per Price Schedule given in Section VII. Prices of incidental services should also be quoted. The bid shall contain offer as indicated in section VI. The offer shall be in Indian Rupees. No foreign exchange will be made available by the purchaser.

9.2 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9.3 The unit prices quoted by the bidder shall be in sufficient detail to enable the purchaser to arrive at prices of services offered.

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

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

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

- i. Registration certificate with Labour Department/ any other appropriate authority etc.
- ii. Copy of PAN / GIR card;
- iii. Copy of the IT return filed for the last one financial year;
- iv. Copies of EPF and ESI certificates;
- v. Copy of the Service Tax registration certificate;
- vi. Certified extracts of the Bank Account containing transactions during last two years.

b. The bidder shall attach following for the purpose of evaluation:

- i) The vendor shall have at least one years of experience in supply of such services.
- ii) References from at least one organization shall be submitted where the bidder has provided such services in last one years. Cost of each contract should have been at least Rs. 3

Lakhs. The documentary evidence about the value of contract and the successful execution of the contract shall have to be submitted along with the bid.

iii) Bidder shall have minimum annual turn over of Rs. 05 lakhs for the preceding one years each from similar contracts.

10.2 Bidders shall enclose the certificates / testimonial copies along with their bids to establish their claim for the above points. The same shall be verified and will be part of the evaluation. The negative feedback from their client and customer may be overriding factor in rejection of bid..

11.0 DOCUMENTS ESTABLISHING GOODS/SERVICES 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/services which he proposes to supply under the contract.

11.2 The documentary evidence of the ‘goods/services and services’ conformity to the Bid Documents may be in the form of literature, drawings, data etc and he shall furnish:

a) A clause-by-clause compliance on the Purchaser’s Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specification and Commercial conditions. In case of deviations, a statement of deviations and exceptions to the provision of the Technical Specifications and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance of Technical specification (Section VI) and/or Commercial Conditions (Section III) and/or special conditions (Section IV) shall not be considered for evaluation.

12.0 BID SECURITY /EMD:

12.1 Bidder will deposit Rs. 20,000/ (Rs. Twenty thousand only) as EMD. The amount of EMD will be payable to CAO, CCA, Delhi, DoT in the form of cross demand draft.

12.3. The bidder must carefully read all the terms & conditions, specifications, delivery schedule and the Instructions to the tenderer as detailed below before filling the tender schedule and his quotation.

12.4 The item to be supplied should conform to the specifications detailed in the tender document. **Clause by clause compliance to each clause of technical specifications and also of each commercial clause of tender documents is necessary.** Failure to do so shall disqualify the offer. In case of deviations, a statement of deviations and exceptions to the provision at Technical Specifications and Commercial conditions shall be given by the bidder.

12.5 The EMD is required to protect the Purchaser against the risk of bidder’s conduct, which would warrant its forfeiture.

- (a) The EMD of the unsuccessful bidder will be discharged/returned as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by the Purchaser.
- (b) The successful bidder's EMD will be discharged upon the bidder's acceptance of the advance purchase order satisfactory in accordance with clause no. 27 and furnishing the performance security.

12.6 The EMD may be forfeited :

(a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form, OR

(b) In case of a successful bidder, if the bidder fails:

- 1. to sign the contract in accordance with clause 28 or
- 2. to furnish performance security in accordance with clause 28.

13.0 PERIOD OF VALIDITY OF BIDS:

13.1 Bid shall remain valid for 90 days from the date of bid opening prescribed by the Purchaser. A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTD BY THE PURCHASER AS NON-RESPONSIVE.

13.2 In exceptional circumstances, the Purchaser may request the bidder's consent for an extension to the period of bid validity. The requests and the responses thereto shall be made in writing. The bid security provided under Clause 12 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting the extension, will not be permitted to modify his bid.

14.0 FORMAT AND SIGNING OF BID:

14.1 (The bidder shall prepare one complete set of original bid and make 2 number of copies of the same, clearly marking one as 'Original Bid' and the other as Copy No. 1 & 2. In the event of any discrepancy between the copies, the original shall govern

14.2 The original and all other 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 authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un amended printed literatures, shall be signed by the person or 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.

C. SUBMISSION OF BIDS

15.0 SEALING AND MARKING OF BIDS:

15.1 The bids are required to be submitted as separate bid for Commercial & Technical Requirements and Financial Requirements. If single bid is submitted it shall not be considered and shall be rejected. Two copies of the bid are required to be submitted. The first cover shall contain the Commercial & Technical bid having the original and one copy duly marked 'ORIGINAL' & 'COPY' along with the documents establishing bidder's eligibility as per Clause 2 along with Bid Security as per Clause 12, Experience certificate, Customer references, etc. (refer clause 10 of this section and Sec. IV of the bid document). The original bid and the copy should be separately sealed by the personal seal of the bidder. The Financial Bid shall be submitted in separate, sealed cover which shall be sealed by personal seal of the bidder. No information related to Prices etc shall be submitted in Technical and Commercial Bid. Failure to do so shall lead to rejection of bid.

- 15.2** (a) The envelopes shall be addressed to the Purchaser at the following address:
DE (Admin.)
TERM Delhi, DoT,
MTNL Telephone Exchange Bldg,
Nehru Place New Delhi-19
- (b) The envelopes shall bear the tender number and the words 'DO NOT OPEN BEFORE' (due date).
- (c) The inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared 'late' or 'rejected'.
- (d) Tender may be sent by registered post 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 rest with the bidder.
- (e) Bids delivered in person on the day of tender opening shall be deposited in the tender Box kept in the office near the reception up to 15.00 hrs of 17-11-2008.
- (f) **VENUE OF TENDER OPENING:** Tender will be opened in o/o DE(Admin) TERM Cell Delhi on the due date. If due to administrative reason the venue of Bid opening is changed it will be displayed prominently at the notice board near the reception office of TERM Delhi.

15.3 If all the envelopes are not sealed and marked as required at para 15.1 and 15.2 the bids shall be rejected.

16.0 SUBMISSION OF BIDS:

16.1 Bids must be received by the Purchaser at the address specified under para 15.2 not later than 15:00 hrs. on due date.

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

16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some systems/equipments as per requirement of the Bid Documents. He may include alternate offer if permissible as per the bid. However not more than one independent and complete offer shall be permitted from the bidder.

17. LATE BIDS :

17.1 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.

18.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

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

D. BID OPENING AND EVALUATION

19.0 OPENING AND EVALUATION

19.1 The Purchaser shall open the technical and commercial bids in the presence of bidders or his authorized representatives who choose to attend, at 1500 hrs. on due date. The Bidder's representatives, who are present; shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in bid opening. (A format is given in section X)

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

19.3 The Bidder's name, modifications, bid withdrawals and such other details as the Purchaser, at its discretion, may consider appropriate; will be announced at the opening.

19.4 The Financial Bid shall be opened after Technical and Commercial Bid evaluation. Bids belonging to those organizations only that are declared qualified in the technical and commercial bid evaluation shall be opened. The remaining bids shall be returned to the unsuccessful bidders.

20.0 CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder; shall be entertained. The pre-bid clarifications shall have to be submitted at least one week prior to date of bid submission. Any pre-bid request for clarification received after this date shall not be entertained.

21.0 PRELIMINARY EVALUATION:

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

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

21.3 Prior to the detailed evaluation, pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid documents. For purposes of these clauses, a substantial responsiveness bid is one, which conforms, to all the terms and conditions of the Bid Documents related to the Technical and Commercial Conditions without material deviations. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

21.4 The Purchaser will reject a bid, determined as substantially non-responsive. No correction will be entertained after opening of the bids.

21.5 The Purchaser may waive any infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

22.0 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

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

22.2 The financial bid shall be opened for the bidders who are declared technically and commercial responsive after the evaluation of their technical and commercial bids. The evaluation and comparison of responsive bids shall be done on the price of the goods/services offered inclusive of Levies and taxes i.e. Sales tax & Excise duty, packing, forwarding freight and insurance etc as indicated Col. 15 of the price schedule in Section VII Part II of the bid document but excluding of Octroi/Entry tax which will be paid extra as per actuals, wherever applicable.

23.0 CONTACTING THE PURCHASER :

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

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

E. AWARD OF CONTRACT:

24.0 AWARD OF CONTRACT:

The Purchaser shall consider placements of orders for commercial supplies on those bidders whose offers have been found technically, commercially and financially acceptable.

25.0 PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

The Purchaser reserves the right at the time of award of contract to increase or decrease by up to 25% of the quantity of goods/services and services specified in the Schedule of Requirements without any change in unit price of the ordered quantity or other terms and conditions.

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

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

27.0 ISSUE OF ADVANCE PURCHASE ORDER:

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

27.2 The bidder shall within 21 days of issue of the Advance Purchase Order, give his acceptance along with performance security in conformity with section IX provided with the bid documents.

28.0 SIGNING OF CONTRACT:

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

28.2 Upon the successful bidder furnishing the Performance Security pursuant to Clause 27, the Purchaser shall discharge its EMD, pursuant to clause 12.

29.0 ANNULMENT OF AWARD:

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

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

(h) Clause 15.1 of Section II-The bids will be recorded/returned unopened, if covers are not properly sealed with 'PERSONAL SEAL' of the bidder.

(ii) Clause 12.1, 12.2, 13.1 Section II-The bids will be rejected at opening stage if bid security is not submitted as per Clause 12.1 & 12.2 & bid validity is less than the period prescribed in Clause 13.1 mentioned above.

(iii) Clause 2 & 10 Section II- If the eligibility condition as per clause 2, Section II is not met and/or documents prescribed to establish the eligibility as per Clause 10 section II are not enclosed, the bids will be rejected without further evaluation.

(iv) Clause 11.2 (c) Section II-If clause by clause compliance and deviation statements as prescribed are not given, the bids will be rejected at the stage of primary evaluation. In case no deviation, a statement to that effect must be given.

(v) Section III-Commercial conditions Section IV Special Conditions of contract & Section VI Technical Specification-Compliance if given using ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as compliance. Mere "Complied" will also not be sufficient reference to the enclosed documents showing compliances must be given.

(vi) Section VII: Price Schedule-Prices are not filed in as prescribed in price schedule.

(vii) Section II clause 9.5 on discount which is reproduced below.

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

SECTION III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1.0 APPLICATION:

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

2.0 STANDARDS:

The Goods/services supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Section VI.

3.0 PATENT RIGHTS:

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods/services.

4.0 PERFORMANCE SECURITY:

4.1 The supplier shall furnish performance security to the purchaser for an amount equal to Rs 50,000/ with in 21 days after the receipt of the Advance Purchase Order by the Supplier.

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

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

5.0 DELIVERY:

5.1 Delivery of the goods/services and documents shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements and special conditions of contract and the goods/services shall remain at its risk of the Supplier until delivery has been completed. The delivery of the goods/services shall be to the ultimate consignee as given in the purchase order.

5.2 The delivery of the goods/services shall be completed as per the clause given in Sec. IV of Bid Documents.

6.0 INCIDENTAL SERVICES:

6.1 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/services;

(b) Performance of supervision on maintenance and/or repair of the supplied Goods/services, 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.

7 SUBCONTRACTS:

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

8. DELAY IN THE SUPPLIER'S PERFORMANCE :

i) Delivery of the Goods/services and performance of services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its Purchase Order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either to short close/cancel this purchase order and/or recover liquidated damages charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendor.

ii) Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions, forfeiture of its performance security, and imposition of liquidated damages and/or termination of the contract for default.

iii) If at any time during performance of the Contract, the Supplier or subcontractor(s) encounters conditions impeding timely delivery of the goods/services and performance of service, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its causes(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may discretion extend the period for performance of the contractor after mutual discussion with the supplier.

9) FORCE MAJEURE :

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

delayed by reason of any such event for a period exceeding 60 days either partly may, at his option terminate the contract.

- b) Provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores as the contractor may with the concurrence of the Purchaser elect to retain.

10) TERMINATION FOR DEFAULT :

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/services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser;
- b) If the Supplier fails to perform any other obligation(s) under the Contract; and
- c) If the Supplier, in either of the above circumstances,(s) does not remedy his failure within a period 3 days or such longer period as the Purchaser may authorize in writing) after receipt of the default from the Purchaser.
- d) In the event the Purchaser terminates the contract in whole or in part, pursuant to clause 14.1 the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, goods/services similar to those un deliveries and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods/services. However, the Supplier shall continue performance of the contract to the extend not terminated.

10. 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 that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

11. ARBITRATION:

11.1.1. In the event of any dispute or difference arising as to the execution of the contract or as to the respective rights or liabilities of the parties or the interpretation of any condition of agreement (except as to any matters the decision of which is specially provided for any by those or the special conditions) the same shall be referred to the sole arbitration of DDG(TERM) Delhi, Department of Telecommunication, Delhi or of his nominee. The award of the arbitrator shall be final and binding on the parties to the agreement.

11.2. No person other than the DDG(TERM) Delhi or the person appointed by him as arbitrator aforesaid shall act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all.

- 11.3. The arbitrator may from time to time with the consent of the parties to the agreement enlarge the time for making the award.
12. Upon every such reference, the assessment of the cost incidental to the reference and award respectively shall be the discretion of the arbitrator.
- 12.1. The agreement to appoint an arbitrator will be in accordance with the Arbitration and conciliation Act. 1996.
- 12.2. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever another person shall be appointed to act as arbitrator by DDG(TERM) Delhi in accordance with terms of agreement and person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 12.3. The venue of arbitration shall be the place from which the acceptance note is issued or such other places, as the DDG(TERM) Delhi at his discretion may determine. In this clause, the terms DDG(TERM) Delhi includes any other officer who is for the time being the Administrative Head of the organization, whether in addition to other functions or otherwise.

13.0 SET OFF

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

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 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. Date fixed for opening of bids is, if subsequently, declared as holiday by the GOVT, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. The small scale industries registered with National Small Scale Industries Corporation (NSIC) under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit documents in respect of their monetary limit and financial capability certified by NSIC.
4. The bidder shall be registered with appropriate authorities
5. The contract shall commence from December-2008 / January 2009 and shall continue for a period of one year, unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of attendants deployed, breach of contract, reduction or cessation of the requirements of work.
6. The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contracting agency and this office.
7. The contract may be extended, on the same terms and conditions or with some addition / deletion / modification, for a further period not exceeding one year.
8. The bidder/supplier shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this office.
9. The bidder/supplier will be required to pay minimum wages as prescribed under the Minimum Wages Act. The bidder will maintain proper record as required under the Law / Acts. The contract will remain valid for one year or the period specified in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by the DDG (TERM)
10. This office, at present, has requirement of workload equivalent to one unskilled and three semi-skilled manpower. The requirement of this office may further increase or decrease during the period of contract also and the bidder would have to provide additional Attendants, if required on the same terms and conditions.
11. The bidder/supplier will be bound by the details furnished by him / her to this Department, while submitting the bid or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to

be a breach of terms of contract making him / her liable for legal action besides termination of contract.

12. The bidder/supplier shall ensure that the manpower deployed in The Office of DDG (TERM), New Delhi, Department of Telecommunications conforms to the technical specifications of age and language skills prescribed at page No.9 of the Tender Document.
13. The manpower employed by the agency shall be required to work normally as per this office's working days, i.e. from Monday to Friday from 0900 hrs. to 18:00 hrs. with a lunch break of ½ hour from 1300 hrs. to 1330 hrs. The manpower may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required. No extra wages will be paid for attending the office on such holidays. The attendant, if deputed for any official work outside the office within New Delhi area, shall not be entitled for any other emoluments except only the actual bus fare for the purpose.
14. The bidder/supplier shall furnish the following documents in respect of the individual Attendants who will be deployed by it in this Department before the commencement of work:
 - 14.1. List of Attendants short listed by agency for deployment at the O/o DDG (TERM), New Delhi, containing full details i.e. date of birth, marital status, address etc;
 - 14.2. Bio-data of the persons.
 - 14.3. Character certificate from a Gazetted officer of the Central / State Government.
 - 14.4. Certificate of verification of antecedents of persons by local police authority.
15. In case, the person employed by the successful bidder commits any act of omission / commission that amounts to misconduct /Indiscipline/ incompetence / security risks, the supplier shall be required take appropriate disciplinary action against such persons, including their removal from site of work, if required within 2 days of being brought to their notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract. .
16. The supplier company shall provide identity cards to the personnel deployed in this office carrying the photograph of the personnel and personal information as to name, DOB, age and Identification mark etc.
17. The supplier shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office.
18. The supplier provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

19. The person deployed shall be required to report for work at 900 hrs. to DE (Admin) TERM Cell ,New Delhi and would leave at 18:00 hrs. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted. In case of repetition of such instances, clause 19 of terms and condition will be applicable.
20. The supplier shall designate a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with this office, so that optimal services of the persons deployed by the agency could be availed without any disruption.
21. The supplier shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons. **The delay by the Agency in providing a substitute beyond three working days shall attract liquidated damages @ Rs.200 per day (per such case) on the service providing agency, besides deduction in payment on pro-rata basis.**
22. For all intents and purposes, the bidder shall be the “Employer” within the meaning of different Labour Legislations in respect of attendants so employed and deployed in this office for contractual services.
23. The supplier shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
24. It will be the responsibility of the supplier to meet other transportation, food, medical and any other requirement of contractor’s manpower for carrying out the contract works. TERM cell will have no liability in these regard at any stage.
25. The man power deployed by the supplier shall not have any claims of Master and Servant relationship vis a vis TERM cell nor have any principal and agent relationship with or against the TERM cell.
26. The man power deployed by the supplier for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of this office, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in the TERM cell. The supplier should communicate the above to all the manpower deployed in this office by the contractor.
27. Payment shall be made only to the supplier and on monthly basis as per actual services. The supplier has to raise invoices in the first week of the next month for the services rendered in the month.

28. LEGAL

- 28.1. The supplier will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in This office.
- 28.2. Supplier shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to Ministry of Communications & IT to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 28.3. The Supplier shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.
- 28.4. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the Supplier by this office.
- 28.5. In case, the supplier fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof This office is put to any loss / obligation, monetary or otherwise, This office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

29) FINANCIAL

- 29.1. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs.20, 000/- (Rupees Fifty five Thousand Only) in the form of Demand Draft / Pay Order drawn in favour of Communication Accounts Officer, CCA, payable at New Delhi, **failing which the tender shall be rejected out rightly.**
- 29.2. 38 Bids, offering rates which are lower than the minimum wages (as applicable for Greater New Delhi) for the pertinent category, would be rejected.
- 29.3. 40 The successful bidder will have to deposit a Performance Security for a sum of Rs.50,000/-(fifty thousand only) or 10% of the contracted amount whichever is higher, subject to the revision at the time of placing the work order within 15 days of the receipt of the formal order.
- 29.4. 41 In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the supplier will be liable to be forfeited by this office besides annulment of the contract.
- 29.5. 42 The agency shall raise the bill, in triplicate, along with attendance sheet [duly verified by DE (Admn) TERM Delhi in respect of the persons deployed and submit the same to DDO(TERM) in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
- 29.6. 43 The claims in bills regarding service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of this office.

- 29.7. 44 Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue will be the Department of Telecommunications, Ministry of Communications & IT.
- 29.8. 45 The Deputy Director General (TERM) DoT, Ministry of Communications & IT reserves right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
- 29.9. 46. Purchase reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against contracts entered into with the purchaser.
- 29.10. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- 29.11. The Purchaser reserves the right to offer counter offer prices(s) against the prices(s) quoted by any bidder.

30. DELIVERY PERIOD.

he supply shall be completed within 15 days of placement of Purchase Order at the following address i.e. DE(Admn) TERM Delhi , MTNL Telephone address, Nehru Place, New Delhi

- i. If a bidder who is given Purchase Order fails to complete the supply during the original delivery period, the purchaser reserves the right to cancel the P.O. and encash the performance Bank Guarantee.

ayments would be made in Indian Rupees. Any foreign Exchange & Customs clearance formalities if necessary will have to be arranged by the supplier himself.

Section V
SCHEDULE OF REQUIREMENTS

1. services of one un-skilled and three semi-skilled manpower in the office of DDG (TERM), New Delhi, for a period of one year from the date of contract.

Section VI

TECHNICAL SPECIFICATIONS

1. The unskilled manpower should be able to read and write Hindi and also be able to read addresses and names in English. . The semi-skilled manpower should be at least HSc pass from a recognized board.

2. The nature of service for the Unskilled/Semi-skilled manpower shall include but not limited to the following activities.

I) **For unskilled Manpower**

- a. Regular cleaning, dusting of furniture instruments tools etc. so as to maintain general cleanliness and hygiene in office.
- b. Making arrangements for tea, coffee, water etc. during the meetings and other official visitors/representatives.

II) **For Semiskilled Manpower**

- a. Photocopying, faxing, making sets of reports/documents etc.
- b. Dispatch and delivery of official letters by messenger, ordinary post and registered post.
- c. Distribution of office dak & files of general nature among the officers.

The manpower to be engaged should be between 18-40 years in age.

3. His / her antecedents should have been got verified by the agency from the local police authorities.

SECTION VII
BID FORM (PART 1)

Tender No.

2 (Name and address of the purchaser)
DE (Admn) TERM Delhi,
MTNL Telephone Exchange, Nehru Place
New Delhi

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 complete delivery within one month from the date of issue of your purchase order.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 5% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a 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 expiration of that period.
5. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this Day of 2003

Signature of
In capacity of

Duly authorised to sign the bid for and on behalf of

Witness

Address

Signature

SECTION VII

(PART II)

Price schedule (phase-I)

Sl. No.	Item Description	Quantity	Break unit Price exclusive levels & charges	Any Other levy /charge	Unit Price Inclusive of all levels & charges	Total Price inclusive of all levels & charges	Discount offered if any	Total discount price (13-14)
1	2	3	4	5	6	7	8	9
	Unskilled Manpower	1						
	Semi Skilled Manpower	3						

SECTION VIII

BID SECURITY FORM

Whereas(hereinafter called “the Bidder”) has submitted its bid dated.....for the supply ofTender No.

NOW ALL MEN by these Presents that WEOF..... having our registered office at (hereinafter called “the Bank”) are bound unto..... (hereinafter called “the Purchaser”) in the sum of for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; OR

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the Period of Bid validity.
 - a) **fails or refuses to execute the Contract, if required, OR**

 - b) **fails or refuses to furnish performance security, in accordance with the Instructions to Bidders.**

WE undertake to pay to the 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 any one or two or both conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clauses 12 and 28.2 of section II of the Bid Document up to and including Sixty (60) days after the Period of bid validity, and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of Bank
Name

Name of Witness

Address of Witness

Singed in Capacity of
Signature of Witness
Full Address of Branch

Tel. No. of Branch

Fax No. of Branch

SECTION IX

PERFORMANCE SECURITY GUARANTEE (BOND FORM)

1 In consideration of the TERM Delhi, New Delhi having agreed to exempt _____ (herein after called “the said Contractor(s)”) from the demand, under the terms and conditions of an agreement/ (Purchase Order) No. _____ Dated _____ made between _____ and _____ for _____ the supply of _____ (herein after called “the said Agreement”), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for _____ we, (Name of the bank) _____ (herein after referred to as “the Bank”) at the request of _____ (contractor(s) do hereby undertake to pay the TERM Delhi an amounting not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffering by the Government 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 TERM Delhi stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the TERM Delhi by reason of breach by the said contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the TERM Delhi 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 (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 TERM Delhi under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (office) TERM Delhi _____ certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO YEARS/TWO AND HALF YEARS/THREE YEARS (Actual period as specified in Purchase Order)

from the date here of, we shall be discharged from all liability under this guarantee thereafter.

4 We (Name of the bank) _____ further agree with the TERM Delhi that the TERM Delhi 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 TERM Delhi Against and said Contractor(S) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variations, or extension being granted to the said Contractor(S) or for any forbearance, act or omission on the part of the TERM Delhi or any indulgence by the TERM Delhi 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.

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

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

Dated the _____ day of _____

For _____

(indicate the name of the bank)

SECTION X

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach _____) before date of bid opening)

Subject : Authorization for attending 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.

<u>Order of Preference</u>	<u>Name</u>	<u>Specimen Signatures</u>
I		
II		
Alternate Representative		

Signature of bidder

or

**Office authorized to sign the bid
Documents on behalf of the bidder.**

Note : 1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate

representative will be permitted when regular representatives are not able to attend.

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

A.C.G. 17

DEBITABLE TO

Name Shri.

Designation

Received from A.O. (Cash) TERM Delhi

Voucher No.

The sum of Rs. 20,000/- (Rupees Fifteen Thousand Only) on account of refund of earnest money against tender enquiry No. _____ for procurement of items for upgradation of intranet for Telecommunication Engineering Centre, New Delhi.

Sign. Of witness.....Sign. of payee.....

Note:- If the amount paid to more than Rs. 500/- a receipt stamp of Rupee 1/- must be affixed and this must be paid for the person to whom the amount of receipt is paid

Pay Rupees.

A.O. (Cash) TERM Delhi.

Countersigned

Disbursing Officer

Paying Official

2. Received contents and certified that I have satisfied my self that all advanced included in receipt forms A.C.G. 17 1 months/ 2 months/ 3 months previous to this date with the exception of those details below (of which the total has been refunded from this receipt) have been disburse to the proper persons and that their acquaintances have been taken and filed in my office with receipt stamps duly cancelled for every payment in excess of Rs.500/-

Disbursing Officer

Date.