

Bid Document

Limited Tender for supply of Computer Notebooks For TERM CELL, West Bengal


Tender No. **3-7/Tender/Computers & Accessories**
(April, 2011)



Government of India
Ministry of Communications & IT
Department of Telecommunications
Term Cell, West Bengal
82, Ballygunge Place
Kolkata - 700019

(Visit us at <http://www.dot.gov.in>)

Price: Rs.100/- only

	SECTION-I Term Cell, West Bengal DEPARTMENT OF TELECOMMUNICATIONS 82, Ballygunge Place, Kolkata - 700019 NOTICE INVITING TENDER <u>Tender No.: 3-7/Tender/Computers & Accessories Dated:</u> <u>7th April, 2011</u>
Office of Issue	O/O DDG(TERM), West Bengal 2 nd Floor, 82, Ballygunge Place Kolkata - 700019
Tender No.	3-7/Tender/Computers & Accessories Dated: 7th April, 2011
Date of issue of bid document	From <u>07-04-2011</u> and Up to <u>21-04-2011</u>
Tender Forms Available From	Website : http://www.dot.gov.in
Due date of Receipt	Up to <u>22-04-2011</u> Time <u>15:00 Hrs.</u>
Date of opening of Technical bid	<u>22-04-2011</u> Time <u>16:00 Hrs.</u>

On behalf of Department of Telecommunications wax sealed limited tenders are invited from Original Manufacturers or their Registered/ Authorised Suppliers/ Distributors/ Dealers/ Resellers/ Authorised Sales & Service Partners and DGS&D registered suppliers for the tendered equipment as given in Annexure-A for supply of Computer Notebooks for TERM CELL, West Bengal. Approximate quantity, Configuration, and other details of the items likely to be purchased are as per Annexure-A. Prices quoted should be F.O.R. Destination, inclusive of all levies and taxes and packing & forwarding charges etc.

Bidders shall have to deposit bid security of **Rs. 4,000/- (Rupees Four Thousand only)** in the form of Demand Draft on any scheduled bank at Kolkata in favour of "**Communication Accounts Officer, O/O CCA, West Bengal**" along with the bid.

Intending eligible bidders may obtain a copy of the bid document from Director-II (TERM), O/O DDG(TERM) West Bengal, 2nd Floor, 82, Ballygunge Place, Kolkata - 700019 on payment of Rs. 100/- in the form of Cash or crossed Demand Draft/ Bankers' Cheque from any scheduled Bank in Kolkata drawn in favour of "**Communication Accounts Officer, O/O CCA, West Bengal**".

Schedule of Requirements

Annexure-A

S. No.	Name of the Item	Description of item	Approximate Quantity Required
1.	Computer Notebook	Make : HP/ Lenovo/ Sony Specification as per Annexure-IA	03 (Three)

Director-II(TERM), West Bengal

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- (a) "The Purchaser" means the Department of Telecommunications (DoT).
- (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, Computer Hardware/ Software 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 thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- (g) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) "Validation" is a process through which the equipment/ System is tested to ascertain its performance against set technical standards as per Tender Specification in Indian Telecom Network. Validation is carried out in simulated field environment and includes stability, reliability and environment tests.

2. ELIGIBLE BIDDERS:

This invitation for bids is open to Original Manufacturers or their Registered/ Authorised Suppliers/ Distributors/ Dealers/ Resellers/ Authorised Sales & Service Partners and DGS&D registered suppliers for the tendered equipment as given in Annexure-I. Attested copy of valid Registration/ Authorization certificate shall be enclosed with 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 the bidding process.

B. THE BID DOCUMENTS:

4. BID DOCUMENTS:

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

- (a) Tender Notice
- (b) Instructions to Bidders

- (c) General (Commercial) Conditions of the Contract
- (d) Special Conditions of Contracts
- (e) Technical Specifications and Schedule of Requirements
- (f) Format for Bid Form and Price Schedules
- (g) Format for Contract Form
- (h) Format for Performance Security Bond Form
- (i) Format for Letter of authorization to attend bid opening
- (j) Check lists of documents to be submitted by the bidders (Technical Bid/ Financial Bid)

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. No Document shall be accepted after the closing date/ time for receiving the bids.**

5. CLARIFICATION OF BID DOCUMENTS:

- 5.1 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser (DoT) in writing at the Purchaser's (DoT) mailing address indicated in the Invitation for Bids. The Purchaser (DoT) shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 2 days prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the Purchaser (DoT) shall be sent to all the prospective bidders who have received the bid documents.
- 5.2 Any clarification issued by DoT in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document.

6. AMENDMENT OF BID DOCUMENTS:

- 6.1 At any time, prior to the date of submission of bids, the DoT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 6.2 The amendments shall be notified in writing or by Fax or by E-mail to all prospective bidders on the address intimated at the time of purchase of bid document from the DoT and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the DoT, at its discretion, may extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

7. DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall comprise of **(1) The Technical bid** and **(2) Financial bid:**

7.1 The Technical Bid shall contain the following documents. The documents shall be arranged in the same order as mentioned below with the checklist being on the top.

- (a) The Check list [as per Annexure- VII]
- (b) Authorization letter for the bid opening [as per Annexure – VI]
- (c) Bid security in the form of Bank Draft for Rs. 6,500 /- [as clause 12 of section II]
- (d) Power of Attorney [As per clause 14.2 of Section II]
- (e) Clause by Clause compliance demonstrating substantive responsiveness to the commercial conditions by signing and stamping on all the pages of the original bid document No. **3-7/Tender/Computers & Accessories** (containing 32 pages) by authorised person(s) [as per clause 11.1 of section II]
- (f) Technical documents of the model being quoted with model no. & complete technical specification etc.
- (g) Certificate/ Authorization Letter [as per clause 2 of section II]
- (h) Certificate of Incorporation/ Firm registration certificate [as per clause 10.1 of section II]
- (i) Article of Memorandum of Association / Partnership Deed / Proprietorship Deed [as per clause 10.1 of Section II]
- (j) Copy of Income Tax Return with PAN [as per clause 10.1 of section II]
- (k) No near relative certificate [as per Clause 33 of Section II]

7.2 The Financial Bid shall contain:

- (a) The check list [as per Annexure VIII]
- (b) Bid Form [as per Annexure – II]
- (c) Price Schedule [as per Annexure III]

Note: All the documents submitted (whether original or photocopy) in the bid must be legible and signed and stamped by authorized signatory, otherwise the bid is likely to be rejected.

8. BID FORM:

The bidder shall complete the Bid Form (Annexure-II) and the appropriate Price Schedule (Annexure-III) furnished in the Bid Documents, indicating the goods to be supplied, a brief description of the goods and quantity.

9. BID PRICES:

9.1 The bidder shall give the total composite price inclusive of all levies and taxes (inclusive of VAT). The basic unit price and all other components of the price need to be individually indicated against the goods it has proposed to supply under the contract as per price schedule given in **Annexure-III**. The offer shall be firm in Indian Rupees. No foreign exchange shall be made available by DoT.

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

(i) The price of the goods shall be quoted as total price (inclusive of all taxes and levies & VAT) item wise.

(ii) The bidder shall quote only one price for each item . Rates for only Standard/ requisite configurations should be quoted and not for all the possible permutations and combinations of configurations.

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

9.4 The unit price quoted by the bidder shall be in sufficient detail to enable DoT to arrive at prices of equipments/ systems offered.

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

9.6 The price approved by the DoT for procurement will be inclusive of all levies and taxes and VAT, packing, forwarding, freight and insurance as mentioned in para 9.1 above. Break up in various heads like Custom duty, Excise duty, Sales Tax, Insurance freight and other taxes paid/payable as per clause 9.2 is for the information of DoT and any changes in the taxes shall have no effect on the price during the scheduled delivery period.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

10.1 The bidder shall furnish, as part of his Bid Documents establishing the bidder's eligibility, all the following documents or whichever is required as per terms and conditions of bid documents:

(i) Certificate of Incorporation/ Registration of Firm Certificate.

(ii) Registration certificate from Central Purchase organization, National Small Industries Corporation.

(iii) Articles of Memorandum of Association/ Partnership Deed/ Proprietorship Deed as the case may be.

(iv) Registration Certificate from State Director of Industries or from Secretariat for Industrial Approval (SIA), Ministry of Industries, Government of India.

(v) Approval from Reserve Bank of India/ SIA in case of foreign collaboration.

(vi) Copy of Income Tax return and copy of PAN.

10.2 The equipment offered must have ability to meet the technical specifications. Necessary document to substantiate this shall have to be submitted along with the offer by the supplier.

11. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:

11.1 The documentary evidence of goods in conformity with the Bid Documents may be in the form of literature and data and the bidder shall furnish a clause-by-clause compliance on the DOT's Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specification and commercial conditions **in the form of signing & stamping all the pages of the original bid document by the authorized person/persons.** 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 shall not be considered.

11.2 For purposes of compliance to be furnished pursuant to clause 11.1 above the bidder shall note that the standards for workmanship, material and equipment and reference to brand names or catalogue number, designated by DoT in its Technical Specifications are intended to be descriptive only and not restrictive.

12. BID SECURITY:

12.1 Pursuant to Clause 7, the bidders shall furnish, as part of his bid, a bid security for an amount of **Rs.4,000/- (Rupees Four Thousand only) in the form of Demand Draft/ Banker Cheque from any scheduled Bank in Delhi in favour of “Communication Accounts Officer, O/O CCA West Bengal”**, valid for a period of **150** days from the date of tender opening.

12.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the bid security's forfeiture, pursuant to para 12.6.

12.3 A bid not submitted in accordance with para 12.1 shall be rejected by DoT as non-responsive at the bid opening stage and returned to the bidder unopened.

12.4 The bid security of the unsuccessful bidder will be returned at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

12.5 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily pursuant to clause 27 and furnishing the performance security.

12.6 The bid security 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 the case of a successful bidder, if the bidder fails:
 - to sign the contract in accordance with clause 28
 - to furnish performance security in accordance with clause 27.

13. PERIOD OF VALIDITY OF BIDS:

13.1 Bid shall remain valid for 150 days after the date of bid opening prescribed by DoT, pursuant to clause 19.1. A bid valid for a shorter period shall be rejected 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 request 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 extension will not be permitted to modify his bid.**

14. FORMATS AND SIGNING OF BID

14.1 (i) The bidder shall prepare the Technical and Financial bids separately.

14.2 The copy of the Bid shall be typed or printed and **all the pages numbered consecutively** and shall be signed and stamped by the bidder or a person or persons duly authorized to bind the bidder to the contract. **The letter of authorization shall be accompanied with written power-of-attorney. All pages of the original bid shall be signed and stamped by the person or persons authorized for 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 authorized for signing the bid.

D. SUBMISSION OF BIDS

15.1 SEALING AND MARKING OF BIDS

The bidder shall wax seal the Technical Bid and the Financial Bid in separate envelopes and keep them in a bigger wax sealed envelope. The Technical Bid shall bear the name **“TECHNICAL Bid of Tender No. 3-7/Tender/Computers & Accessories”** on the envelope, while the Financial Bid shall bear the name **“FINANCIAL Bid of Tender No. 3-7/Tender/Computers & Accessories”** on the envelope for avoiding any mismatch. The Technical and the Financial Bid should contain documents as laid down in clause 7 of Section II.

15.2 (a) The bigger sealed envelope containing the Technical and the Financial Bid in separate sealed envelopes shall be addressed to the Purchaser at the following address:

**Director-II (TERM)
O/O Deputy Director General (TERM), West Bengal
2nd Floor, 82 Ballygunge Place
Kolkata - 700019**

(b) All the envelopes shall bear the Tender name, the Tender number (**3-7/Tender/Computers & Accessories**) and the words **DO NOT OPEN BEFORE**(due date & time)

(c) The envelopes shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is received late.

(d) Tender may be sent by Registered Post/ Speed Post/ Courier or delivered in person. The responsibility for ensuring that the tenders are delivered in time would rest with the bidder.

(e) Bids delivered in person shall be delivered to Director-II (TERM), O/O Deputy Director General (TERM), West Bengal, 2nd Floor, 82 Ballygunge Place, Kolkata - 700019 on or before due date and time. The Purchaser shall not be responsible if the bids are delivered elsewhere.

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

16. SUBMISSION OF BIDS:

16.1 Bids must be received by the Purchaser at the address specified under Para 15.2 not later than the prescribed time on due date.

16.2 The Purchaser may, at its discretion extend this deadline for the submission of the 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 Not more than one independent and complete bid shall be permitted from a 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. MODIFICATION AND WITHDRAWAL OF BIDS:

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

18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15. A withdrawal notice may also be sent by telex/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:

19.1 The purchaser shall open technical bids in the presence of bidders or their authorized representatives who chose to attend on opening date and time. The bidders' representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in **Annexure- VI**).

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

19.3 The Bidder's names, documents submitted, 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 date fixed for opening of bids, if subsequently declared as holiday by the DoT, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered.

20. CLARIFICATION OF BIDS:

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

21. TECHNICAL EVALUATION:

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

21.2 Prior to the Financial Bid opening, 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 conforms, to all the terms and conditions of the Bid Documents without material deviations. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

21.3 A bid determined as substantially non-responsive will be rejected by the Purchaser and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity, or by submitting additional documents.

22. FINANCIAL BID OPENING/ FINANCIAL EVALUATIONS AND COMPARISON OF SUBSTANTIALLY TECHNICAL RESPONSIVE BIDS:

22.1 The purchaser shall shortlist those who are eligible and have submitted substantially technical responsive bid for opening of financial bid. Successful Bidders would be called to attend opening of financial bids. The Financial Bids of Technically unsuccessful bidders would not be opened and shall be destroyed unopened by DoT.

22.2 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.**

22.3 The evaluation and comparison of responsive bids shall be done on the price of the goods offered inclusive of Levies & Taxes i.e., Sales Tax, VAT & Excise Duty, packing, forwarding, freight and insurance etc. as indicated in col.12 of the Price Schedule in annexure-(iii) of the Bid Document.

22.4 The evaluation shall be done on L-1 vendor of each individual item (item no. 1 to 6 of Annexure - I).

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

23. CONTACTING THE PURCHASER:

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

23.2 Any effort by a bidder to 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 on those bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/validated by the purchaser. **The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.**

25. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

- (a) DOT will have the right to increase or decrease up to 50% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price of the ordered quantities or other terms and conditions at the time of award of contract.
- (b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 50% of the quantities of goods and services contained in the running tender/ contract within a period of twelve months 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.

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

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

27. ISSUE OF ADVANCE PURCHASE ORDER:

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

27.2 The bidder shall within 7 days of issue of an advance purchase order, give his acceptance along with performance security in conformity with **Annexure-IV** provided with the bid documents.

28. SIGNING OF CONTRACT:

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

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

29. ANNULMENT OF AWARD:

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

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

(i) Clause 15.1 of Section II: The bids will be recorded/ returned unopened if covers are not properly sealed.

(ii) Clauses 12.1 & 13.1 of Section II : The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 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 11.1 of Section II : If clause-by-clause compliance in form of signing and stamping all the pages of the original bid by the authorized person(s) and deviation statements as prescribed are not given, the bid will be rejected. **In case of no deviations, a statement to that effect must be given.**

(v) Annexure-III: Prices are not filled in as prescribed in price schedule.

(vi) 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+

31. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the equipment in time. Further, the suppliers whose equipment does not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.
32. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
33. The bidder should give a certificate that none of his/her near relative is working in the units where he/she is going to apply for the tender. The Bidder or its authorized signatory should furnish certificate saying that none of the near relative of proprietor OR all partners of partnership OR all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state is working in the unit where the tender is being applied. 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 DOT will not pay any damage to the company or firm or the concerned person.

The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as:-

(a) Members of a Hindu undivided family.

(b) They are husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

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

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION:

The General Conditions shall apply in 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 Annexure-I.

3. PATENT RIGHTS:

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

4. PERFORMANCE SECURITY:

4.1 The supplier shall furnish performance security to the purchaser for an amount equal to 10% of the value of purchase order within **7 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 Bank Guarantee only issued by a Scheduled Bank and in the form provided in ~~Annexure-IV~~ of this Bid Document.

4.4 The Performance Security Bond will be discharged by the Purchaser after a period of sixty days beyond completion of the supplier's performance obligations including any warranty obligations under the contract.

5. INSPECTION AND TESTS

5.1 The Purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.

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

5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before ~~take over~~ and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.

5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the

discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

- 5.5 When the performance tests called for have been successfully carried out, the inspector/ ultimate consignee will forthwith issue a Taking Over Certificate. The inspector/ ultimate consignee shall not delay the issue of any Taking Over Certificate contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to Taking Over Certificate, issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to Taking Over Certificate.
- 5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

6. DELIVERY:

- 6.1 Delivery of the goods and documents shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements and special conditions of contract and the goods shall remain at the risk of the Supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.
- 6.2 The delivery of the goods and documents shall commence immediately on placement of Purchase Order.

7. WARRANTY:

- 7.1 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 complaints notified prior to such date) twelve months after the stores have been taken over under clause 5.5 above.
- 7.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.
- 7.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

8. PAYMENT TERMS:

- 8.1 100% Payment 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
- (ii) Delivery Challan/ Bills in duplicate duly pre-receipted
- (iii) Supplier certificate for dispatch
- (iv) Excise gate pass/ invoice or equivalent document in case of manufacturer.
- (v) Consignee receipt & Installation Report
- (vi) Proof of payment of octroi/entry tax etc., if any

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

9. PRICES

- 9.1 (i) (a) Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.
- (b) In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices.
- (ii) (a) Prices once fixed will remain valid during the scheduled delivery period. Increase of Taxes and other statutory duties will not affect the price during this period.
- (b) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the suppliers account. However benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier.

10. CHANGES IN PURCHASE ORDERS

- 10.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:
- (a) Drawings, designs or specifications, where Goods 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.
- 10.2 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.

11. 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.

12. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 12.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchasers reserves

the right to short close/ cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

- 12.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.
- 12.3 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 4 weeks) subject to furnishing of additional performance security by the supplier @ 5% of the total value of the Purchase Order.
- 12.4 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.

13 LIQUIDATED DAMAGES

- 13.1 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 dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 13.2 below.
- 13.2 Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5 % of the value of the delayed 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 for each week of delay or part thereof for another **TEN weeks** of delay. In the case of package supply where the delayed portion of the supply materially hampers installation and commissioning of the systems, L/D charges shall be levied as above on the total value of the concerned package of the Purchase Order. **Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.**

14 FORCE MAJEURE

- 14.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event 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.
- 14.2 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.

15 TERMINATION FOR DEFAULT

15.1 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 authorize in writing) after receipt of the default notice from the purchaser.

15.2 In the event the purchaser terminates the contract in whole or in part pursuant to para 15.1 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.

16. 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.

17. ARBITRATION

17.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Chairman, Telecom Commission (DoT) or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to his own duties or otherwise than the functions of the Chairman, Telecom Commission (DoT) or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chairman, Telecom Commission (DoT), or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Chairman, Telecom Commission (DoT), 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 DOT Employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as DOT Employee he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chairman, Telecom Commission (DoT) or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

17.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian 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.

17.3 The venue of the arbitration proceeding shall be the Office of the Chairman, Telecom Commission (DoT) at New Delhi or such other Places as the arbitrator may decide.

18 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 DOT or any other person(s)

contracting through the DoT and set off the same against any claim of the Purchaser or DoT 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 DoT or such other person(s) contracting through the DoT.

19. The bidder should furnish the name of his 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.

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. In case where bid security is not submitted in the ~~manner~~ prescribed **THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER.**
3. The small scale industries registered with National Small Scale Industries Corporation (NSIC) for the tendered item under single point registration scheme and desirous 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. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
5. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
6. The purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
7. Any clarification issued by DOT in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
8. The material shall be supplied in original packing from the manufacturer clearly indicating manufacturing date, expiry date & price etc. The supply shall be completed within the delivery time as in clause 6 of Section III, from the date of placement of purchase order.
9. The Performance Guarantee would be returned after satisfactory execution of the contract and recovery cost charges, if any.
10. Since the quantity given are approximate selected contractors can have no right for the quantity mentioned in the tender and DOT reserves the right to vary the quantity mentioned.
11. Award of contract will be done after the bidder selected if found to be technically, commercially and financially acceptable to DOT.
12. DOT reserves the right to:-
 - a) Accept or reject of any bid and annul the bidding process without assigning any reason whatsoever at any time prior to the award of contract,
 - b) To counter offer prices(s) against price(s) quoted by the bidder,
 - c) Blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
13. The bid security/Bid security of the bidder would be forfeited, in case he refuses to honor the letter of intent/ A.P.O. issued by the DOT for supply of the materials.

Director . II (TERM), West Bengal
Department of Telecommunications

Annexure-I

SCHEDULE OF REQUIREMENTS (SOR)

S. No.	Name of the Item	Description of item	Approximate Quantity Required
1.	Computer Notebook	Make : HP/ Lenovo/ Sony Specification as per Annexure-IA	03 (Three)

Annexure-IA

Specification for Computer Notebook (SI No. 1 of SOR)

Processor : Mobile Intel Core i-7, 2620M, 2.7 GHz with turbo boost upto 3.4GHz
 Cache Memory : 4MB L3 cache or higher
 Chipset: Intel HM55 Express chipset or higher
 Memory : 4GB DDR3 SDRAM expandable upto 8GB
 Hard Disk : 500 GB 5400 rpm(min)
 Display : 13.3+or above TFT color display (LED backlight)
 Resolution : 1366 x 768 WXGA or higher
 Video Memory : 512 MB or higher dedicated memory
 Wireless Connectivity : Integrated Wireless Intel 802.11.b/g/n, Integrated Bluetooth
 DVD Writer : Integrated 8x DVD Writer or higher
 Keyboard : Backlit Keyboard with touchpad
 Finger Print Sensor : Yes
 Front side camera : Resolution 640x480 or higher, effective pixels 0.3 mega pixels or higher
 Expansion ports : 3 USB, 10/100/1000 Gigabit Ethernet Card, Display output connector - Analog RGB Mini D-Sub 15 pin x 1, stereo headphone, stereo microphone, 1 x HDMI out connector, SD Memory Card (SDHC, SDXC compatible), DC INx1
 Operating System : Microsoft Windows 7 professional (64 bit)
 Power Supply : 230V, 50Hz AC supply with rechargeable battery pack comprising of LI-ION battery for approx. 3hrs.
 Carry Case (Leather) : To be provided
 Weight : not exceeding 2kg
 Warranty : 1 year

Note:

Rates for original Make/ Brands/ Models should only be quoted and not for identical/ similar items of different/ other Make/ Brand/ Model.

If different configurations are available for required items then configuration wise rates should be quoted, clearly indicating the configuration (including warranty), and a comparative chart should be given, indicating all the items of configurations, and rates, so that configuration wise comparison of rates may be done.

Annexure II

BID FORM

Tender No.

Date.....

(Name & Address of the Purchaser)

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos.õ .. the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver ...õ in conformity with said drawings, conditions of contract and specifications for sum of (Total Bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.

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.

Until a format 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.

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

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

Dated thisday of2011

Signature of
in capacity of

Duly authorised to sign the bid for and on behalf of.....

Witness.....

Tele No.(s):-

Signature.....

FAX No.(s)

Address.....

E-Mail Address:-

PRICE SCHEDULE

S. No.	Name of the Item	Description of item	Approximate Quantity Required	Unit Price (Rs.)	Duties & Taxes including VAT	Unit price inclusive of taxes & levies incl VAT	Total price col (7)*col (4)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Computer Notebook	Make : HP/ Lenovo/ Sony Specification as per Annexure-IA	03				

PERFORMANCE SECURITY BOND FORM

In consideration of the President of India (hereinafter called ~~the Government~~) having agreed to exempt -----
----- (hereinafter 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 ----- (hereinafter called ~~the said~~
Agreement), of performance security for the due fulfillment by the said Contractor(s) of the terms and
conditions contained in the said Agreement, on Production of a bank guarantee for -----
----- we, (Name of the bank) ----- (hereinafter referred to as ~~the~~
Bank) at the request of -----contractor(s) do hereby undertake to pay to the DOT
an amount not exceeding ----- against any loss or damage caused to or suffered or would be
caused to or suffered by the DOT 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 amount due and payable under
this guarantee without any demur, merely on a demand from the DOT stating that the amount claimed is due
by way of loss or damage caused to or would be caused to or suffered by the DOT 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 DOT 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 DOT 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)/ supplier(s) shall have no
claim against us for making such payment.

4. We (name of the bank) ----- Further agree that the guarantee herein contained shall
remain in full force and effect during for a period of sixty days beyond the date of completion of all contractual
obligations of the contractor including warranty obligations. And that it shall continue to be enforceable till all
the dues of the DOT under or by virtue of the said Agreement have been fully paid and its claims satisfied or
discharged or till ----- (DoT) certifies that the terms and conditions of the said Agreement
have been fully and properly carried out by the said contractor(S) and accordingly discharge this guarantee.

5. We (Name of the bank) ----- further agree with the DOT that the DOT shall have the fullest liberty
without our consent and without affecting in any manner our obligations hereunder to vary and of the terms
and conditions of the said Agreement or to extend time of performance by the said contract(s) from time to
time or to postpone for any time or from time to time any of the powers exercisable by the DOT Against and
said Contract(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and
we shall not be relieved from our liability by reason of any such variation, or extension being granted to the
said Contract(s) or for any forbearance, act or omission on the part of the DOT or any indulgence by the DOT
to the said contract(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 DOT in writing.

Dated the ----- day of -----, Two thousand eleven only.

For -----

(Indicate the name of the bank)

Witnesses:-

1.

Telephone No.(s):-

STD Code-

FAX No.

E-Mail Address:-

2.

1. This agreement is made this day _____ between _____, herein after called %o name of company+ the first party which expression shall include his heirs, executors and administrators/their successors and **Department of Telecom (HQ)**, herein after called %DOT+, the second party, through Director-II(TERM), West Bengal herein after include his successors and assignees, shown as under :-

2. That WHEREAS the first party shall and will deliver IT related Items for Department of Telecommunications (HQ), New Delhi details of which are given in annexure . I to this office tender noticedated _____ at the rate quoted by _____ vide their tender _____ .. dated _____ .. and as per all the terms and conditions given in notice Inviting Tender (NIT) and the aforesaid tender notice dated _____ ..which shall become part and parcel of this agreement.

3. That the first party would raise demand and the payment shall be done in accordance with Clause 8, Section III of aforesaid tender document.

4. The Performance Security Bond would be encashed by second party in case first party fails to deliver items and/or breaches terms & condition of the aforesaid tender document.

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS
_____ DAY OF _____ 2011

Witness for Contractor

Witness for DoT

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending bid opening on ----- (date) in the tender of -----

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

Order of Preference	Name	Specimen signature
---------------------	------	--------------------

I

II

Alternate Representative

Signatures of bidder

Or

Officer authorised 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 representative 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.

CHECK LIST and the order in which the documents are to be submitted for the Technical bid

Please check whether all the below mentioned documents have been supplied for participating in tender. The documents are to be submitted in descending order with item No. 1 on top of all. Please also mention page No. of the Technical bid where these documents are given.

S. No.	Documents (Please refer to clause 7.1 of Section II for filling this Checklist)	Page No.
1	Authorization letter for the bid opening	
2	Bid security in the form of Bank Draft for Rs. 4,000 /-	
3	Power of Attorney	
4	Clause by Clause compliance in the form of signing and stamping all the pages from 1 to 31 by authorised person(s)	
5	Certificate/ Authorization Letter [as per clause 2 of section II]	
6	Certificate of incorporation/ Firm registration certificate	
7	Article of Memorandum of Association/ Partnership Deed/ Proprietorship Deed	
8	Income Tax Return with PAN	
9	No near relative certificate [as per clause 33 Section II]	
10	Any other document(s) [Please specify]	

Bidders to ensure

- A. That all pages have been stamped and signed by the authorised Person(s).**
B. That all the pages have been numbered.
C. That all the documents are legible (Clearly readable)

Annexure VIII

CHECK LIST and the order in which the documents are to be submitted for the financial bid

S. No.	Documents (Please refer to clause 7.2 of Section II for filling this Checklist)	Page No.
1	Bid Form as per Annexure II	
2	Price schedule as per Annexure . III	