



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

BID DOCUMENT

NOTICE INVITING TENDER , TERMS AND CONDITIONS

For

SUPPLY OF IFWT BATTERY

Tender Copy No.

Issued to :

M/s
.....
.....
.....

DD No. & Date.....

Bank:

Initial
With date

**O/o THE GENERAL MANAGER TELECOM,
TUMKUR TELECOM DISTRICT, ASHOKA ROAD,
TUMKUR - 572101**



BHARAT SANCHAR NIGAM LIMITED
O/o THE GENERAL MANAGER TELECOM
TUMKUR TELECOM DISTRICT
TUMKUR - 572101

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BHARAT SANCHAR NIGAM LIMITED
O/o THE GENERAL MANAGER TELECOM
TUMKUR TELECOM DISTRICT
TUMKUR - 572101

NOTICE INVITING TENDER

NO.W-2/Tender/IFWT BATTERY/09-10/1 dtd @ Tumkur the 16.05.2009

Sealed tenders are invited on behalf of BSNL from manufacturers/suppliers/ reputed contractors who have experience in Supply of 12V/7AH BATTERY to various public sector and Govt. offices and able to supply 12V/7AH BATTERY to various Exchanges of Tumkur Telecom District.

<u>Item of supply and Approximate Quantity</u>	<u>EMD</u>	<u>SD</u>	<u>Issue of Tender Documents</u>	<u>Last date for Receipt of Tender Document</u>	<u>Opening of Tender</u>
Sealed Lead Acid Rechargeable BATTERY (Maintenance Free) Model SLA-1270 12Volt7.0AMP HR- approx. 2000Nos	Rs.20000/-	5% Of PO amount excluding EMD	From16.05.09 to 24.07.09 between 10.00 hrs to 16.00 hrs	14.30 Hrs on 27.07.09	15.00 Hrs on 27.07.09

Tender Documents can be had from this office on payment of Rs.563/- (non refundable) in the form of DD drawn in favour of Accounts Officer (Cash), BSNL Tumkur Telecom District, Tumkur from 16.05.09 to 24-07-09 between 10.00 to 16.00 hrs on submission of written request to Divisional Engineer (Plg), O/o General Manager Telecom, BSNL Bhavan, Ashoka Road, Tumkur-1. Alternatively the prospective bidders can also download the tender document from the website www.karnataka.bsnl.co.in & while submitting the bid they have to enclose DD for Rs.563/- drawn in favour of The AO(Cash) towards tender document cost.

Divisional Engineer (Plg)
O/o G M Telecom, Tumkur – 1.
Ph No. 0816 – 2274959
FAX – 2261088



BHARAT SANCHAR NIGAM LIMITED

O/o THE GENERAL MANAGER TELECOM

TUMKUR TELECOM DISTRICT

TUMKUR - 572101

TERMS & CONDITIONS

1. General Manager Telecom, BSNL, Ashoka Road, Tumkur-1 invites sealed Tender from reputed Manufacture / Dealers having valid ST / CST registration for the supply of 12V/7.0AMP HR BATTERY
2. The items required are in Annexure – II(page 12). The supplies should conform to relevant IS specification and will be subjected to QA Test if required.
3. The Tender Document may be obtained from the office of the General Manager Telecom, BSNL Ashoka Road, Tumkur – 1 by sending DD drawn in favour of Accounts Officer(Cash), Tumkur for Rs. 563/- towards the cost of tender documents. The tender forms will be issued upto 16.00 hrs on all working days upto 24-7-2009.
4. The Tender should be submitted in sealed envelope in the prescribed Tender Form only addressed to Divisional Engineer(Plg), O/o General Manager Telecom, Ashoka Road, Tumkur –1 superscribed as “SUPPLY OF 12V/7.0AH BATTERY”. The tenderer can drop the sealed cover in the Tender box kept in the Chamber of DE(Plg), O/o General Manager Telecom, Ashoka Road, Tumkur –1. No acknowledgement will be given by this office. Completed Tenders will be received upto 14.30hours of 27/07/09 and will be opened on the same day at 15.00 hours in the presence of such of those Tenderers who may be present at that time.
5. The tender shall be accompanied with EMD of Rs. 20000/- by crossed DD drawn in favour of Accounts Officer(Cash),BSNL Tumkur payable at Tumkur. The tender not accompanied by the prescribed EMD will be summarily rejected. The EMD of the successful tenderer shall be converted as Security Deposit and on signing formal agreement. The EMD of unsuccessful tenderers shall be refunded on finalization of Tender. No interest is payable on EMD or Security deposit.

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SIGNATURE OF THE TENDERER

6. In the Tender and other related documents connected with the Contractor, the Tender shall indicate the full name below his signature and must specify whether he signs as sole proprietor or partner of the firm etc. In case the signatory is other than proprietor, the power of Attorney / partnership deed as the case may be / should be submitted along with Tender.
7. Each page of the Tender document should be signed by the Tenderer. Also any corrections made in the Tender should be attested by the Tenderer.
8. Warranty period :- Warranty of the Items supplied is TWELVE MONTHS from date of supply of complete items. Any manufacturing defects found within the warranty period, it should be replaced with free of cost at site.
 - a) **DOCUMENTS TO BE SUBMITTED WITH TENDER :**
 - i) One copy of the complete set of Tender Documents duly filled in and signed on each page and also at every correction/overwriting by the Tender.
 - ii) Latest income Tax clearance certificate in original or copy duly attested by a Gazatted officer (Optional)
 - iii) Duly attested copy of registration particulars of KST / CST. (Optional)
 - iv) The EMD with particulars in the manner specified in the document.
 - v) Original or duly attested copy of "Power of Attorney" in case any person other than the proprietor has signed the Tender, for the proprietorship firm / and for partnership firms. (Optional)
 - vi) Authenticated copy of partnership Deed, in case one of the partners of the firm has signed the Tender. (Optional)
 - vii) The full name and address of the Tenderer should be written on the bottom left hand side corner of the sealed cover and on Top as "Tender for Supply of 12V/7.0AH Battery"
 - viii) Report of supply to Govt. Department/ reputed companies in last 2 years if any (optional)
 - ix) Catalog of the item (optional) if any.
9. Non compliance with all or any of the conditions set forth herein may result in the Tender being rejected. The Tender offer should be made in the Tender form as stated above.
10. The BSNL reserves the right to reject the Tender which fails to comply with the instructions contained herein. Only one Tender should be included in one cover.
11. The quantity indicated in this Tender schedule is approximate subject to variation of max $\pm 25\%$ and is fully at the discretion of the General Manager Telecom, Tumkur-1, and is not to be taken as a firm requirement. Any change so effected shall be binding on the Tenderer as through included in the original Tender schedule and any such change will not make the agreement void and it is therefore essential that the Tenderer examine all the Documents carefully and do not commit any mistake in analyzing the rate as the rates quoted shall be final and remain binding notwithstanding any changes as aforesaid and no revision of Tendered rates shall be considered on any ground whatsoever.

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SIGNATURE OF THE TENDERER

12. The approved Tenderer cannot claim minimum quantity in any of the orders to be placed. Even if single item is ordered, supply should be made. The requirement will be ordered on need basis in staggered manner.
13. The Tenderer will quote the rate in English both in figures as well as in words for the quantity asked for in the Annexure inclusive of all taxes (against C forms) and transportation charges up to the consignee's address, SDE(MM) %General Manager Telecom, Ashoka Road Tumkur-1. The rate quoted in words will be taken as correct and not the rates shown in figures, in case these two values do not tally. No additional conditions should be mentioned along with the rate quoted. The rates should be quoted in our Tender Form only, separately for single unit of each type of item inclusive of all Taxes and Transportation charges upto the consignee's address in Tumkur Telecom District.
14. The rate will be valid for one year from the date of acceptance of the Tender.
15. The General Manager Telecom/authority issuing the supply order, reserves the right to order the supply in any part, fully or partly on a supplier. He will also have the discretion to get the supply through the agency of another supplier if it is considered to be in the BSNL's interest.
16. The Tenderer should have Manufacturing unit/Authorised Agent of reputed firm and preferably have show-room in Tumkur.
17. Evaluation: Tender will be awarded to a single tenderer based on overall lowest rate per piece of item quoted by him. No Octroi certificate will be issued but form C for exemption of sales Tax will be issued. Bidder should quote RATE inclusive of ALL TAXES(against C form) and other charges.
18. **REJECTION OF TENDERS**
The officer inviting Tenders reserves the right to refuse.
 - i) Consideration of any Tender not supported by the requisite Earnest Money Deposit in the manner prescribed therein.
 - ii) Consideration of any Tender deficient or incomplete in any of the requisite matter, particulars or formalities of for any reasons which shall not be disclosed to the Tenderers.
 - iii) Consideration of any Tender/offer which change the terms and conditions (other than those envisaged in the Tender Document) altered specifications or time limits set.
 - iv) OR reject any or all the Tenders received, without assigning any reason thereof and need not be bound to accept the lowest Tender.
19. The officer inviting Tenders shall reserve the right at his absolute discretion to accept the Tenders of more than one Tenderer either wholly or partly without assigning any reason what so ever and it shall be binding on the concerned Tenderer to execute the work so awarded. The whole work in any parts may be split up and accepted in parts and not entirely if considered expedient by the BSNL as its absolute decision.

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20. The supply order will be placed in staggered manner as per requirements. The supplies shall be completed within a period specified in the supply order by Divisional Engineer(Plg) O/o GMT, Tumkur. The normal delivery period for any purchase order will be 21 days from the date of purchase order excluding date of supply and date of Purchase order.
21. The supplies should be offered for QA check to the authorized agency if required before the scheduled delivery date. Any delay due to inspection authorities will be condoned. If the material is rejected by the QA agency then the delay for supply will be the suppliers account and will attract penalty as per clause 22.
22. The period of delivery of the material stipulated in the purchase order shall be deemed to be the essence of the contract and supply of the items must be completed not later than the date specified therein. Extension of delivery schedule shall not be given under any circumstances, should the Tenderer fails to deliver the items thereof within the period prescribed for deliver, 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 upto 10 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 10 weeks of delay totaling maximum 12% as Liquidated damage.
23. The successful Tenderer/Tenders whose Tender/Tenders is / are accepted will be required to pay Security Deposit of 5% ordered value excluding EMD. The Security Deposit can be paid either in cash at A. O(Cash) O/o General Manager Telecom, Tumkur-01 or in the form of Bank guarantee valid for 36 months from any Nationalized/scheduled Bank or deduction of 5% from the bills submitted. No interest will be paid on EMD & Security Deposit. The EMD & Security Deposit shall be refunded/released to the Tenderer without interest after the completion of the supply order to him/them . The warranty/guarantee period shall be from the date of receipt of material.
24. The EMD/Security Deposit shall be forfeited to BSNL if the approved supplier fails to complete the supplies within the stipulated period or abide by any of the other provisions of this Tender.
25. The decision of the General Manager Telecom, Tumkur regarding meanings and effects of the above provisions as well as the obligations of the approved supplier, under these provisions shall be final and legally binding on the approved supplier.
26. The successful Tenderer after depositing the required security Deposit as demanded will have to execute an agreement in Non-judicial stamp paper of Rs. 20/- (the cost of the stamp paper shall be borne by the approved Tenderer) in the prescribed proforma to the effect that the supplier and the purchaser are bound by the Terms and conditions of the agreement which in turn will be the same Terms and Conditions as mentioned in this Tender Document.
27. The supplier should conform to the Specification stipulated herein & QA check by O/o General Manager Telecom, Tumkur duly guaranteed for the quality of the materials as well as against any manufacturing defects. The materials must be supplied as per sample Shown if required and any deviation will attract cancellation of approval and forfeiture of Security Deposit.

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28. Tenderer should submit a report on past five years supply to the Govt./Reputed companies.
29. All corrections, additions and alternations made in the Tender Document will be signed in full by the Tenderer with date. No errors, overwriting shall be permissible unless attested under the signature of the Tenderer with date. The Tender shall contain the name, Contact Person, office address, Telephone No. FAX No. & Mobile No. if any and places of business of person/persons making the Tender and shall be signed by the Tenderer with his usual signature. Partnership firm shall furnish the full names and address of all partners or by a duly authorized representative followed by the name and designation of the person signing. In case, it is signed by authorized representative, a duly certified copy of the power of Attorney in that behalf shall accompany the Tender. In case of partnership firm, attested true copy of partnership deed must be submitted along with the Tender.
30. All pages of all sections of the Tender documents shall be signed in full at the bottom right hand corner and signed wherever required in the Tender papers by the Tenderer or a person holding power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the Tender. All signatures in the entire documents shall be dated.
31. The General Manager Telecom, Tumkur reserves right to award the Tender to any number of Tenders in any proportion whatsoever without assigning any reasons thereof.
32. The Tenderers will be bound by all the terms and conditions and specification as detailed in this document.
33. All disputes / claims whatsoever shall be within the jurisdiction of the Divisional Engineer(Plg), O/o General Manager Telecom, Tumkur-1 which shall be final and final and irrevocable.
34. Earnest Money Deposit is liable to be forfeited to the Department, if the approved Tender withdraws his Tender offer after opening of tender and fails to pay the Security Deposit as stipulated.
35. The bid offers so submitted shall remain valid for acceptance for a period of 210 days from the date of opening of the Tenders.
36. Payment will be effected by cheques/NEFT only. Bills in duplicate serially machine numbered duly stamped and pre-receipted should be submitted along with the copy of the Delivery Note duly certified by the consignee, the warranty / Guarantee certificate and other relevant documents, immediately after completion of the supplies against any purchase order.
37. The orders will be placed by the Divisional Engineer(Plg), O/o G M Telecom, Tumkur if required and no guarantee for the quantity to be ordered by them shall be given.

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38. Submission of the Tender will bind the Tenderer with acceptance of all the conditions specified herein unless any specific modification is agreed to by the General Manager Telecom, Tumkur and the contractor.
39. General Manager Telecom, Tumkur reserves the right, either to accept or to reject any or all the Tender received without assigning any reason whatsoever.
40. Acceptance of the Tender of the selected Tenders will constitute a valid contract for the enforcement of the Terms and conditions mentioned therein.
41. Arbitration Clause :

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 arbitrator appointed by the General Manager Telecom, Tumkur. The appointment of Arbitrator and proceedings of Arbitration shall be in accordance with the Arbitration and conciliation Act 1996.

There will be no objection to any such appointment that the arbitrator is Government servant or that he has to deal with the matter to which the agreement relates or that the course of his duties as Government Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason whatsoever, the said General Manager Telecom, Tumkur 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 predecessor.

42. Any clarification should be requested before 7days of Opening of tender.

Encl : Annexure .

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SPECIAL CONDITION

1. Subjected to QA check by O/o G M Telecom, Tumkur. The expenditure of QA check borne by supplier of the battery and Rates would be quoted inclusive of QA check if any.
2. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier entered into, with BSNL.
3. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
4. The near relatives of all BSNL employees (Non-executive employees working in Karnataka Telecom Circle and executive employees also called Group-A & Group B officers in Karnataka Telecom Circle) either directly recruited or on deputation are prohibited from participation in this tender. 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) & daughter's husband (Son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law)
5. The tenderer (s) should give a certificate to the effect that none of his/her relative is working in the units of BSNL as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership all Directors of the company will give by all the partners and in case of limited firm certificate. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed.
6. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.
7. BSNL reserves the right to counter offer price against price quoted by the bidder.

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Specification For Materials procured:

1. Sealed Lead-Acid rechargeable Battery (Maintenance free)
12V/7.0 AMP HR Model SLA-1270 New item.

Size: Length 15 cm x Breadth 6.5 cm x Height 9.5cm

With following features:

- a. Longer service life for both cycle and float application.
- b. Low self discharge rate at normal temp.(More than 2years).
- c. Excellent recovery ability after deep depth discharging
- d. Gas recombination efficiency higher than 99%
- e. More effective to avoid thermal runaway, strong adaptability to surrounding temp and charge/discharge conditions.
- f. High constant current discharge characteristics

From

To

General Manager Telecom
Ashoka Road, BSNL Bhavan
Tumkur – 1.

Sir,

Sub :- Tender for supply of 12V/7.0AMP HR Battery.

Ref :- Your tender notice No. W-2/Tender/IFWT Battery/09-10/01 dtd 16.05.09

1. I/We hereby undertake to supply the following items at the rates mentioned against each.
2. I/We confirm that I/We are authorized registered member/authorized dealers for the supply of 12V/7AH IFWT Battery.

ANNEXURE – II PRICE BID PROFORMA

NOMENCLATURE OF THE ITEMS	APPROXIMATE QUANTITY REQUIRED	RATES (INCLUSIVE OF ALL TAXES & CHECK CHARGES) & against C form	
		In Figure	In Words
1 Sealed Lead-Acid rechargeable Battery (Maintenance free) 12V/7.0 AMP HR Model SLA-1270 or equivalent. Make :.....	2000 Nos	Rs. /Each	Rs.

DECLARATION :- I/We have read the tender documents thoroughly and hereby offer the price bid as detailed above for the item wise quantitative requirements and or the specification as mentioned in Annexure. The rates quoted includes all taxes(against C form), levies, octroi, etc & delivery at the consignees premises

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AGREEMENT

This AGREEMENT made on thisday.....month Two thousand nine Between THE GENERAL MANAGER TELECOM DISTRICT, TUMKUR under BHARAT SANCHAR NIGAM LIMITED, A Govt. of India Enterprises. (hereinafter called the DE(Plg), O/o General Manager Telecom, Tumkur-1 The DE(Plg), O/o General Manager Telecom, Tumkur-1 shall unless repugnant to the context of contrary to the meaning shall include all its assigns, successors, and persons nominated or appointed by DE(Plg), O/o General Manager Telecom, Tumkur -1 and interalia, deal with the supervise the execution of this contract.

A N D

..... a company registered under the Indian companies Act having its registered office at& Sri Who is Managing Director in the company and is fully authorised and competent to the enter into and sign this agreement on behalf of the company (hereinafter called "Contractor").

Contractor shall mean unless repugnant to the context or contrary to the meaning and include its permitted assigns and successors thereof.

WHEREAS the contractor has made the offer / tender to duly perform the work under this contract being the supply of ...12V/7AH Battery. . After making himself fully aware and understanding fully the implications of the terms and conditions and specifications, along with the contract and related documents / agreements which offer / tender to duly perform the work under this contract being the supply of12V/7AH Battery. . After making himself fully aware and understanding fully the implications of the terms and conditions and specifications, along with the contract and related documents/agreements which offer/tender has been accepted by the DE(Plg), O/o General Manager Telecom, Tumkur-1 on the terms and conditions mentioned hereinafter and after representing that he is fully capable of complying with the aforesaid terms.

1.0 WHEREAS the contract has undertaken to furnish a performance guarantee for a sum equal to 5% of only in the form of Bank Draft in favour of On any schedule bank at Tumkur or on unconditional irrevocable bank guarantee in favour of For a minimum period of Thirtysix months.

2.0 WHEREAS THE CONTRACTOR HAS SUBMITTED THE REQUIRED Income tax certificate from the Income officer concerned in the appropriate form.

The contract document shall mean include, apart from the present documents, the following:-

- a) The terms and conditions stated in the notice inviting tender No including instructions and general/special conditions contained therein
- b) The specifications for contained in Annexure
- c) Amendments/modifications issued vide letter No
- d) Offer of the contractor dated

NOW, THEREFFORE, the contracting parties agree that the contractor shall supply the On the following terms & conditions.

ITEMS	QTY	ALL INCLUSIVE PRICE per Unit (Mtr/ Each)	TOTAL FOR THE QTY PROPOSED TO BE PURCHASED	WARRANTY PERIOD
12V/7.0AH IFWT Battery				

- i) The DE(Plg), O/o General Manager Telecom, Tumkur-1 shall issue form 'C' for concessional Sales Tax rates to the extent of items purchased.
- ii) The all inclusive price(s) offered under the contract includes excise wherever applicable, sales Tax if any, freight, insurance, delivery at site in ...TUMKUR installation and commissioning etc.
- iii) For post warranty maintenance support, a separate contract will be signed before the expiry of the warranty on the terms and conditions stipulated in the contract if required. DE(Plg), O/o General Manager Telecom, Tumkur-1 however, will reserve the right to obtain the maintenance support from a 3rd party or to undertake maintenance on its own. The contractor shall, in that case, have no claim in this regard.
- iv) The Hardware supplied under this contractor shall carry a comprehensive warranty for One year, during which the contractor, at its own cost, will maintain the H/W & S/W supplied by him.
- v) Any delay in successful supply of the ordered quantities of the equipment shall attract liquidated damages at the rates prescribed in the NIT.

INTERPRETATION :-

3.0 The contract shall comprised of all the documents, referred to herein before under para provided that in the event of any inconsistency between the terms hereof and the terms on any other documents of para comprising part of this contract, the terms hereof shall prevail.

3.1 The words it and he and there derivates are used for any person whether male or female or a juristic person. Unless contrary pears from the contract, word imparting the singular number include the plural number and words imparting the plural number include the singular under.

3.2 The marginal notes, if any, or the heading shall not control the meaning of the body of the clauses stated herein above, the same shall not be referred to for the purpose of interpreting and constructing the terms of this contract.

4. JURISDICTION :-

7.1 The parties hereby agree that the courts in the city of Tumkur alone shall have the jurisdiction entertain any application or other proceedings in respect of anything arising under this contract and any award or awards made by the sole arbitrator hereunder shall be filled in the concerned courts in the city of Tumkur only.

5.0 EFFECTIVE DATE :-

This contract shall become effective from the date the signing the agreement, to the satisfaction of DE(Plg), O/o General Manager Telecom, Tumkur-1 is furnished by the

contractor. On receipt of the said agreement, DE(Plg), O/o General Manager Telecom, Tumkur-1 shall issue a certificate which shall specify the date on which the agreement was received by DE(Plg), O/o General Manager Telecom, Tumkur-1 which date shall, for this purpose of the contract, be deemed to be EFFECTIVE DATE.

IN WITNESS WHERE OF both parties have put their signature below :-

WITNESSES

1.

2.

1.

2.

EXECUTANTS

Contractor:

BSNL

PERFORMANCE GUARANTEE

THIS DEED OF GUARANTEE IS MADE THIS DAY OF Between the DE(Plg), O/o General Manager Telecom, Tumkur-1 (Which expression shall unless excluded by or repugnant to the context include his successors and assignees) of the one-part and hereinafter called the Bank (which expression shall exclude his successors and assignees) of the other part.

WHEREAS DE(Plg), O/o General Manager Telecom, Tumkur-1 accepted the Tender of M/s herein after called the seller to supply to O/o General Manager Telecom, Tumkur-1 as per Purchase Order No. Dated (hereinafter referred to as the said Purchase Order).

AND WHEREAS the said Purchase Order provides that seller shall furnish Bank Guarantee to the extent of 7.5% of the value of the order as and by way of security for the observance and performance of the terms and conditions of the purchaser order.

AND WHEREAS at the request of the seller the Bank has agreed to execute these presents.

NOW THE DEED WITNESSED AND IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERE TO AS FOLLOWS.

1. The bank hereby irrevocably and unconditionally guarantees to DE(Plg), O/o General Manager Telecom, Tumkur-1 that the seller shall render all necessary and efficient services which may be required in connection with and/or for the performance of the said purchase order and further guarantees that the goods which shall be supplied by the seller under the said purchase order shall be actually performing the work required of it to the satisfaction of the DE(Plg), O/o General Manager Telecom, Tumkur-1 and shall be free from any and all defects arising out of defective materials, inadequate contract protection, deficiencies in furniture design and/or otherwise, whatsoever and in the event of the seller failing or neglecting to tender necessary services as aforesaid and/or in the event of the seller failing or neglecting to tender necessary services as aforesaid and/or in the event of the goods failing to give satisfactory performance or providing not free from deficiencies or defects as stated herein before and in the said purchase or proving not free from clause stated therein, the Bank shall indemnify and keep the DE(Plg), O/o General Manager Telecom, Tumkur-1 to the extent of Rs. against any loss or damages that may be caused to or suffered by the O/o General Manager Telecom, Tumkur-1 by reason(s) or any breach the seller of any of the aforesaid terms and conditions and the Bank further under takes to pay to the O/o General Manager Telecom, Tumkur-1 such sum not exceeding Rs.....on demand and without DEMUR in the event of the seller's failure to performance and discharge the aforesaid duties and obligations as required to be observed and performed under the Purchase Order and/or deficiencies and defects in goods equipment and unsatisfactory performance thereof.
2. The decisions of the DE(Plg), O/o General Manager Telecom, Tumkur-1 as to whether the seller has failed to or neglected to perform or discharge his duties land obligations as aforesaid and/or whether the goods are free from deficiencies and defects and are capable of performing the work required and as to the amount payable to the DE(Plg), O/o General Manager Telecom, Tumkur -1 by the herein shall be final and binding on the Bank.

3. The liability of the Bank under this Guarantee shall be as the Principal Debtor.
4. The guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the aforesaid terms and conditions of the said Purchaser Order and it shall continue to be forceable till Months after the good/equipment's forcible been taken over, all the dues of the O/o General Manager Telecom, Tumkur-1 under or by virtue of the said Purchase Order has been fully paid and its claim certified or discharged or till is certified by the O/o General Manager Telecom, Tumkur-1 that the terms and conditions of the said purchaser order have been fully and properly carried out by the said seller and a NO DEMAND CERTIFICATE submitted to this by the seller.
5. The Bank further agrees that the guarantee herein contained shall remain in full force and effect for a period of THIRTY SIX MONTHS from the date hereafter and also that extension of this guarantee will be provided for by the Bank such period beyond the said period three years as the O/o General Manager Telecom, Tumkur-1 may feel necessary in this behalf. Provided further that if any claim occurs or arises against the Bank before the expiry of the said three years or an extension thereof, the same shall be enforceable against the Bank Notwithstanding the fact the same is enforced after the said period of three years or any extension thereof.
6. The Guarantee herein contained shall not be affected by any changed in the constitution of the seller/purchaser or the Bank and shall be containing one.
7. The DE(Plg), O/o General Manager Telecom, Tumkur-1 has fullest liberty without affecting the Guarantee to postpone for any time and from time to time any of the powers exercisable by it against the seller and either to enforce or forebear any of the terms and conditions of the said Purchase Order and the Bank shall not be released from its liability under this guarantee by the exercise by the General Manager Telecom, Tumkur-1 of the liberty with reference to the matter referred aforesaid or by reason(s) of time being given to the seller or any other forbearance act of the commission on the part of O/o General Manager Telecom, Tumkur-1 or any indulgence by the O/o General Manager Telecom, Tumkur-1 to the seller or any other matter or thing whatsoever which the law relating to sureties shall but for this provision have the effect of so releasing the Bank from its such liability.
8. The Bank undertake not to revoke this Guarantee during its currency except with previous consent of the General Manager Telecom, Tumkur-1 in writing.

IN WITNESS WHERE OF the parties have executed these presents the day and year there above writing.

Signed and delivered by

The constituted Attorney for
the
and on behalf of the Bank in
the presence of

Signed and delivered by

For and behalf of GMT, Tumkur-1

1. _____

1)

2. _____

2)

NG :- The Bank Guarantee shall be from any Nationalized Bank or PSU Bank.

REFUND OF EMD FORM
PRE RECEIPT FOR REFUND EMD

Received Rupees _____ from The AO(Cash),
O/o General Manager Telecom, Tumkur being the refund of EMD made under tender
enquiry number.

Tender No :-

Vide cheque No _____ Dated _____ of

Bank _____

Signature of the Tender
(Please affix Revenue stamp)

Place :-

Date :-

Vendors Address :-

Phone No _____

Note :- EMD will be returned within a month of the finalization of the tender. This should
be filled in completely and signed with a revenue stamp at the time of submission the
Tender documents.