



**BHARAT SANCHAR NIGAM LIMITED  
( A Govt. Of India Enterprise)  
CHIKMAGALUR TELECOM DISTRICT**

**BID DOCUMENT**

TENDER FOR

Procurement of LAPTOPs  
AND  
DESKTOP PCs

Tender No. COMP/PC-LAPTOP TENDER/09-10/01

**Document Price: Rs. 520.00**

Issued by: Office of GMT, CHIKMAGALUR TELECOM DISTRICT TELEPHONE  
EXCHANGE BUILDING BELT ROAD, CHIKMAGALUR- 577101

## TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE No.</u>
I	Notice Inviting Tender	3
II	Instructions to Bidders	4
III	General Conditions of the Contract	15
IV	Special Conditions of Contract	21
V	Schedule of Requirements	22
VI	Technical conditions / Specifications	23/24
VII	Bid Form and Price Schedules Part I and Part II	25/26
VIII	Bid Security Form	27
IX	Performance Security Guarantee (Bond Form)	28
X	Letter of Authorization for attending bid opening	29
	Agreement form	30
	Finance Bid	31/32
XI	Tender schedule	33

Signature of the tenderer

**BHARATH SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)

(Office of the General Manager Telecom BSNL, Chikmagalur-577101  
**NOTICE INVITING TENDER**

Tender for Procurement of LAPTOPs

**NIT Number: COMP/PC-LAPTOP TENDER/09-10/01 Date of Issue:-- 16/09/2009**

Properly sealed tenders are invited for and on behalf of G M Telecom, BSNL Chikmagalur Telecom District, Chikmagalur,-577101 from the eligible enlisted/non-enlisted /supervisory experienced suppliers for Procurement of LAPTOPs and PCs

1 Name of Work : Procurement of LAPTOPs And Desktop PCs

Name of SSA	Item	Cost of Bid Document	EMD Amount
Chikmagalur	Supply of Laptops (7 Numbers) & Desktop PCs (8 Numbers)	520=00	9600=00

**NOTE: 1) SD is applicable to only successful bidder and EMD is compulsory to all bidders.  
2) Cost of Bid Document is not refundable**

- 2 Period of contract : One year from the date of agreement (or otherwise specified) Or till completion of work put to tender whichever is earlier.
- 3 Mode of payment : Tender document should be purchased by paying cost of Bid Document in cash or DD drawn in favor of **BSNL , Chikmagalur TD** , payable at Chikmagalur. Bid Security should be paid in the form of Crossed Demand Draft issued by a scheduled bank, drawn in favor of B.S.N.L.,ChikmagalurTD. (**Tender Document will not be sent by post.**)
- 4 Tender document containing Detailed description of work and Terms & Conditions can be had from : **S.D.E.(Computers)** BSNL, O/o G M Telecom, Chikmagalur Telecom District, Telephone Exchange Building, Belt Road, Chikmagalur-577101 or can be downloaded from website. [www.karnataka.bsnl.co.in](http://www.karnataka.bsnl.co.in) & a DD equivalent for the bid document amount drawn in favour of **“BSNL,Chikmagalur TD”** should accompany the application form in **‘un- priced technical and commercial bid document’** while submitting the tender document.
- 5 Sale of tender documents : **Between 11.00 hrs. to 16.00 hrs. from 16/09/2009 to 06/10 /2009** on all working days
- 6 Time and last date of submission of Bid : **Up to 13.00 hours of 06 /10 /2009**
- 7 Time of Bid Opening : **16.30 hours of 06 /10 /2009**

The tender document, which is not accompanied by the requisite Bid Security, shall be summarily rejected. Tender will not be accepted / received after expiry date and time. The GM Telecom, Chikmagalur reserves the right to reject any or all tenders without assigning any reason whatsoever.

Sd/-  
Divisional Engineer (PLG)  
O/o G.M.Telecom, BSNL

## SECTION - II

### INSTRUCTIONS TO BIDDERS

#### A. INTRODUCTION

##### 1. DEFINITIONS:

- (a) "The Purchaser" means Bharat Sanchar Nigam Limited.
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The Supplier" means the successful bidder supplying the goods under the contract.
- (d) "The Goods" means all the equipment, machinery, computer Hardware & software, services 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 of testing equipment as per the Generic Requirements in the specification for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.

##### 2. ELIGIBLE BIDDERS:

The eligible bidder should be an Indian company registered to manufacture the Tendered item in India having obtained clearance from Reserve Bank of India wherever applicable or authorized by the manufacturer to supply the equipment and submit the bid for the same. Copy of Registration / Authorisation shall be enclosed to the bid. For establishing bidder's eligibility and qualifications, the required documents as per Clause 10 shall be furnished.

The bidders shall be willing to undertake the Annual Maintenance Contract (AMC) and willingness for AMC shall form part of the bid.

##### 3. COST OF BIDDING:

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

Signature of the tenderer

**B. THE BID DOCUMENTS:**

**4. BID DOCUMENTS:**

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

- (a) Tender Notice
- (b) Instruction to Bidders
- (c) General Conditions of the Contract
- (d) Special Conditions of Contracts.
- (e) Schedule of Requirements
- (f) Technical Specifications
- (g) Bid Form and Price Schedules
- (h) Bid Security Form
- (i) Performance Security Bond Form
- (j) Letter of Authorization for attending the bid opening
- (k) Any other document, as the bidder may wish.

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 shall result in rejection of the bid.

**5. CLARIFICATION OF BID DOCUMENTS:**

5.1 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 05 days prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have purchased the bid documents.

5.2 No request for post bid clarification shall be entertained.

**6. AMENDMENT OF BID DOCUMENTS:**

6.1 At any time, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

6.2 The amendments shall be notified in writing or by telex or FAX or in website to all prospective bidders on the address intimated at the time of purchase of bid documents from the purchaser 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 Purchaser may, at its discretion, 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 the following components:

- (a) Documentary evidence established in accordance with Clause 2 and 10 of these instructions to Bidders section II that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- (b) Bid Security furnished in accordance with Clause 12.
- (c) A clause by Clause compliance as per clause 11.2.
- (d) A Bid form and price schedule completed in accordance with clause 8, 9 & 10.
- (e) The latest Income Tax Clearance Certificate either in original or a certified copy thereof. In case of partnership firm, the IT certificate of individual partners should also be submitted. If certified copy produced at the time of agreement originals should be produced.

#### **8. BID FORM :**

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied, a brief description of the goods, quantity and price as per **Section V to VII Part II**.

#### **9. BID PRICES:**

- 9.1 The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding, freight & insurance. The basic unit prices and other component prices need to be individually indicated against the goods it proposes to supply under the contract as per price schedule given in **Section VII Part II** in Indian Rupees. No foreign exchange will be made available by the purchaser.

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

- (i) The unit price of the goods inclusive of excise duty, sales tax, insurance, freight, packing, forwarding, Installation charges, Insurance and any other levies /charges already paid or payable by the bidder shall be quoted separately item wise.
- (ii) The Supplier shall quote as per price schedule given in **Section-VII Part II** for all the items given in schedule of requirement.

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

- 9.4 The unit prices quoted by the bidder shall be in sufficient detail to enable the purchaser to arrive at prices of equipment / system 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 BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in Para 9.1 above. Break-up in various heads like Excise Duty, sales tax, insurance, freight and other taxes paid / payable as per clause 9.2 (i) is for the information of the purchaser and any change in these shall have no effect on price during the scheduled period of delivery.

9.7 All the information related to the price of the materials must appear in the **Section VII Part II** only. Information given at other places will not be considered.

9.8 Form C or D will be issued wherever applicable.

#### **10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

10.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following documents

- i. Bid security in accordance with Clause 12. (NSIC Certificate if applicable).
- ii. Income Tax Clearance Certificate (preceding year).
- iii. Sales Tax Clearance Certificate.
- iv. Certificate of incorporation.
- v. Attested copy of the partnership deed incase of partnership firm and power of attorney to the representative of the firm who operates the tender and memorandum of associations

10.2 The bidder shall furnish documentary evidence that he has the financial, technical and production capability necessary to perform the contract.

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

**11.2 The documentary evidence of the goods and services conformity to the Bid Documents may be in the form of literature, drawings, data and he shall furnish clause-by-clause compliance on the purchaser's Technical specifications and Commercial conditions demonstrating substantial responsiveness to the Technical Specification and Commercial Conditions. In Case of deviations, a statement of deviations and exceptions to the provision of the Technical Specifications and Commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance of Technical specification, Commercial Conditions and special conditions shall not be considered.**

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

Signature of the tenderer

## 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 9600/- Only**. The bidders (Small Scale Units) who are registered with National Small Scale Industries Corporation under Single Point Registration Scheme and having three years renewal certificate and valid on the date of bid opening are exempted from bid security up to the amount equal to their monetary limit. In case of bidder, having monetary limit as '**NO LIMIT**' the exemption will be limited to Rs.9600/- (Rupees Nine thousand six hundred only) as per the existing policy of BSNL. A proof regarding current registration with NSIC for the Tendered Items will have to be attached along with the bid.
- 12.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to Para 12.7.
- 12.3 The bid security shall be in the form of a Bank Guarantee issued by a scheduled/ Nationalised bank in favour of the Purchaser, valid for a period of 240 days from the date of communication of acceptance of tender or a Demand Draft from any Scheduled Bank payable at Chikmagalur in favour of "BSNL, Accounts Officer, Chikmagalur-577101 ", Office of the General Manager Telecom, Telephone Exchange Building, Belt Road, Chikmagalur-577101 Payment in any other form is not acceptable. Any Small Scale Industry / Firm claiming exemption from the payment of bid security should submit the copy of the current registration with National Small Industries Corporation (NSIC) for the Tendered Items
- 12.4 ***A bid not secured in accordance with Para 12.1 & 12.3 shall be rejected by the purchaser as non-responsive.***
- 12.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the Purchaser, pursuant to clause 13
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily pursuant to clause 27 and furnishing the performance security.
- 12.7 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  
(i) to sign the contract in accordance with clause 28 or  
(ii) to furnish performance security in accordance with clause 28.
- 12.8 The amount deposited as Bid Earnest Money shall carry no interest during the entire period it remains with Karnataka Telecom Circle.

## 13. PERIOD OF VALIDITY OF BIDS:

- 13.1 Bid shall remain valid for 240 days from the date of communication of acceptance of tender, 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 accepting the request and granting extension will not be permitted to modify his bid.



**14. FORMAT AND SIGNING OF BID:**

- 14.1 The original bid shall be signed by the bidder or a person or persons duly authorised to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for unamended printed literature shall be signed by the person or persons signing the bid. The bids submitted shall be wax sealed properly. All pages of the Original bid document should be signed by the bidder and submitted. **Without signature on each page in the original bid document or non submission of the original bid document will be treated as non responsive and the bid will be rejected.**
- 14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

**D. SUBMISSION OF BIDS**

**15. SEALING AND MARKING OF BIDS:**

Bids shall be submitted in two envelopes.

**ENVELOPE 'A':**

15.1 Un-priced Technical and Commercial bids as per Clause 10 to 12 form Envelope 'A'.

**ENVELOPE 'B':**

Priced bids as per Clause 9 forms Envelope 'B'.

**Both envelopes 'A' and 'B' are to be sealed in separate covers and to be submitted in one Big Cover (Sealed) Superscribing the covers "Un-priced Technical and Commercial bids" for Envelope A and Superscribing "Priced bids" for Envelope B. Envelope A i.e. Technical & Commercial bid will be opened first on 06/10/2009 at 1630 hours. Envelope B i.e. Priced bid containing price/rate will be opened only in respect of the bidders who qualifies in the Technical & Commercial bid. The date of opening of price bid i.e. envelope B, for those who qualifies in the Technical & Commercial bid will be intimated subsequently. Corresponding price bids in envelope 'B' of ineligible and non responsive bids will not be opened and same will be returned to the unsuccessful bidder in due course by registered post or by hand.**

15.2 The bidder shall seal the Envelope 'A' and 'B' separately and to be submitted in one big cover. The Covers shall be suitably superscribed as '**Envelope A – COMMERCIAL & TECHNICAL BID**' FOR TENDER No. "....." & '**Envelope B - PRICE BID**' FOR TENDER No. ...." respectively and shall be:

- (a) Addressed to Purchaser at the following address :

Office of the General Manager Telecom, Telephone Exchange Building,  
Belt Road, Chikmagalur-577101

- (b) Bear the Project Name, the tender number and the words '**DO NOT OPEN BEFORE DUE DATE**' and
- (c) The inner and outer envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is received late.
- (d) Tenders shall either be sent by Registered Post or delivered in person. The responsibility for ensuring that tenders are delivered in time would vest with the bidder.
- (e) Bids delivered in person shall be deposited in tender box kept in SDE (Dotsoft and Computers), Office of the General Manager Telecom, Telephone Exchange Building, Belt

Road,Chikmagalur-577101 on or before 1300 Hrs. of 06/10/2009. The Purchaser shall not be responsible if the bids are delivered elsewhere.

Signature of the tenderer

- 15.3 If the cover is **not sealed and marked** as required by Para 15.1 and 15.2 the Purchaser shall not accept the bid. **In case the inner envelope is not sealed and marked, as required by 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 1300 hrs. On 06/10/2009**

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

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

#### **17. LATE BIDS:**

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

#### **18. MODIFICATION AND WITHDRAWAL OF BIDS:**

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

### **E BID OPENING AND EVALUATION**

#### **19 OPENING OF BIDS BY PURCHASER:**

19.1 The purchaser shall open the bids in the presence of bidders or his authorised representatives who choose to attend at. 1630 hrs. on 06/10/2009 The bidder's representatives, who are present; shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. (A format is given in Section X).

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

19.3 Bidder's name and Bid Security details & Technical bid details will be read on 1630 hrs 06/10/2009 (excluding price bid particulars). The price bids i.e Envelope 'B' of eligible bidders will be opened on a later date. The opening date for the qualified bidders will be intimated subsequently.

#### **20 CLARIFICATION OF BIDS:**

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

#### **21 PRELIMINARY EVALUATION:**

21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether product quoted meet the technical requirement as specified in the tender, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

Signature of the tenderer

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

21.3 Prior to the detailed evaluation, pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid documents. For purposes of these clauses, a 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.

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

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

## **22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**

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

22.2 The comparison for evaluation shall be of price of the goods offered inclusive of all Taxes, levies and charges as indicated in the Price Schedule in **Section VII, Part II** of the Bid Document.

## **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 decisions shall result in the rejection of the bid.

## **24 AWARD OF CONTRACT:**

The Purchaser shall consider placement of orders for Commercial supplies on those bidders whose offers have been found Technically, Commercially, and financially acceptable. Purchaser deserves the right to place orders on more than one bidder.

## **25 PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:**

The Purchaser reserves the right at the time of award of contract to increase or decrease by up to **50%** of the quantity of goods and services specified in the Schedule of Requirements without any change in unit price of the ordered quantity or other terms and conditions.

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

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

Signature of the tenderer

## **27. ISSUE OF ADVANCE PURCHASE ORDER :**

- 27.1 The issue of an Advance Purchase Order shall constitute the intention of Purchaser to enter into the contract with the bidder.
- 27.2 The bidder shall within 20 days of issue of an advance purchase order, give his acceptance along with performance security in conformity with **Section IX** provided with the bid documents.

## **28 SIGNING OF CONTRACT:**

- 28.1 The issue of purchase Order shall constitute the award of contract on the bidder.
- 28.2 Upon the successful bidder furnishing 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. QUALITY ASSURANCE REQUIREMENTS:**

The systems supplied will be subjected to inward quality test by Standard Benchmark Software which shall be supplied by the successful bidder.

The supplier shall have a Quality Management System supported and evidenced by the following:

- A Quality Policy.
- A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in matters of Quality
- Procedure for controlling design/ production engineering, material, choice of components/ vendors, manufacturing and packaging process for supplying quality products.
- System of Inward Goods Inspection.
- System to calibrate and maintain required measuring and test equipment.
- System for tracing the cause for non-conformance (traceability) and segregating products which do not conform to specifications.
- Configuration management and change-control mechanism.
- A quality plan for the product.
- Periodical internal quality audits.
- A "Quality Manual" detailing the above.

Signature of the tenderer

### 31. **IMPORTANT CONDITIONS:**

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 document, 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 unopened, if covers are not properly sealed with 'PERSONAL SEAL' of the bidder.**

(ii) **Clause 12.1, 12.3 & 13.1 of Section II** - The bids will be rejected at opening stage if bid security is not submitted as per Clauses 12.1 & 12.3 & 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, Section II is not met and/or documents prescribed to establish the eligibility as per Clause 10 section II are not enclosed, the bids will be rejected without further evaluation.

(iv) **Clause 11.2 (c) of Section II** - If deviation statements as prescribed are not given the bids will be rejected at the stage of primary evaluation.

(v) **Section III - Commercial Conditions & Section VI A & VI B - Technical Specification** - Compliance if given using ambiguous words like "Noted: Understood". "Noted & understood" shall not be accepted as compliance.

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

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

"Discount, if any, offered by the bidder shall not be considered unless 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."

Signature of the tenderer

## SECTION - III

### GENERAL 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 **Section VI A & VI B**.

#### **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 of 5% of estimated cost within **seven** days of Suppliers receipt of the Advance Purchase Order.

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

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

4.4 The Performance Security Bond will be discharged by the purchaser after completion of the Supplier's performance obligations including 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 one month of the initial report. The 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 the system 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.

Signature of the tenderer

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 system 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 two months. The taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests.

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 system shall be to the ultimate consignee as given in the purchase order.

6.2 The delivery of the goods and documents, installation and commissioning of the system should be completed within SIX **WEEKS** from the date of Purchase Order.

6.3 All Technical assistance for installation, commissioning and monitoring of the systems shall be provided by the bidders at no extra cost during laboratory evaluation, and field trial if any.

## 7. TRAINING

7.1 The successful bidder shall provide training for the installation, operation and maintenance to the staff of the Purchaser free of cost.

7.2 Imparting of training of the Purchaser's personnel for the products procured shall be at the supplier's cost. . The bidder shall provide all training material and documents.

## 8. WARRANTY:

8.1 The contractor shall warrant that stores to be supplied shall be new and free from all defects and faults in material, 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. The contractor shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of materials to meet equipment requirements, inadequate contract 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, **THIRTY SIX** months from the date of commissioning of the system as per clause 5.5 above. The successful bidder shall supply all global software upgrades issued by the firms to BSNL free of cost as part of the Warranty as well as the maintenance of these upgrades.

8.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the system under this clause, the provisions of the clause shall apply to the portion / portions of systems so replaced or renewed or until the end of the above mentioned period of thirty six months, whichever may be later. If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.

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

Signature of the tenderer

**9. PAYMENT TERMS:**

9.1 70 % payment shall be made on receipt of the goods by the consignee. For claiming this 70% payment, the following documents are to be produced before the paying authority.

- i) Invoice
- ii) Delivery Challan
- iii) Receipt from the consignee.
- iv) Inspection report of the A/T team designated by GMT, Chikmagalur Telecom District.
- v) Customs duty receipt copy in case of imported items
- vi) Warranty Certificate

The balance 30% payment shall be released after the successful completion of the work. Successful completion of the work implies that the system is offered, acceptance tested and taken over by the purchaser.

9.2 Form 'C' and also a certificate stating that the tendered items are meant for the use of BSNL, shall be provided by the purchaser on the request of the bidder as and when asked for.

9.3

- (i) Any increase in taxes and other statutory duties/levies as on the date of purchase order shall be to the contractor's account. However benefit of any decrease in these taxes/duties on the date of purchase order shall be passed on to the Purchaser by the supplier.
- (ii) No payment will be made for goods rejected at site on testing.

**10. PRICES:**

10.1 a) Prices charged by the Supplier for Goods delivered and services performed under the Contract shall not be higher from the prices quoted by the Supplier in his Bid.

b) In case of revision of Statutory Levies/Taxes during the finalization period of the tender the Purchaser has the right to ask for reduction in the prices.

10.2 a) Price once fixed will remain valid for a period of 240 days from the date of communication of acceptance.

b) In case of delayed supplies after delivery period the advantage of reduction of tax/duty would be passed on to the purchaser and no benefit of increase in price will be permitted to the supplier if there is any increase in tax/duty.

**11. CHANGES IN PURCHASE ORDERS:**

11.1 The purchaser may, at any time, by a written order given to the supplier, make changes within the general scope of the contract in any one or more of the following.

- (a) The method of transportation or packing;
- (b) The place of delivery; or
- (c) The services to be provided by the Supplier.

Signature of the tenderer



## **12. 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.

## **13. DELAYS IN THE SUPPLIER'S PERFORMANCE:**

13.1 Delivery of the Goods and performance of services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its Purchase Order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either to short close/ cancel this purchase order and/or 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.

13.2 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, and imposition of liquidated damages and/or termination of the contract for default.

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

## **14. LIQUIDATED DAMAGES**

14.1 The date of delivery of the stores stipulated in the acceptance of 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 contract delivery period, without prior concurrence of the Purchaser and be accepted by the consignee, such deliveries will not deprive the Purchaser of his right to recover liquidated damages under clause 14.2 below:

14.2 The date of delivery of the stores stipulated in the acceptance of tender/PO 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 contract delivery period, without prior concurrence of the Purchaser and be accepted by the consignee, such deliveries will not deprive the purchaser of his right to recover liquidated damages under Clause 14.3 below.

14.3 "Should the contractor fail to deliver any or all the stores or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5% of the value of the Purchase Order supply for each week of delay or part thereof for a period up to 05 weeks and thereafter at the rate of 0.7% of the value of the Purchase Order for each week of delay or part thereof for another 05 weeks provided the delayed portion of the supply does not in any way hamper the commissioning of the system.

14.4 Should the supplier fails to commission the systems with in 6 weeks from the date of purchase order, penalty at the rate of 0.5% of the value of the P.O. for each week of delay or part thereof up to 05 weeks and 0.7% of the value of the P.O. for each week of delay or part thereof beyond 05 weeks will be levied. This penalty is in addition to the penalty payable in accordance with the clause 14.4

Signature of the tenderer

- 14.5. Should the supplier fails to deliver any or all the stores of any consignment thereof within 16weeks from the date of Purchase Order OR fails to commission the system with 18 weeks from the date of Purchase Order the Purchaser will reserve the right to
- i) to cancel the Purchase Order
  - ii) to forfeit the Security Deposit
  - iii) to award the tender to any other and
  - iv) to claim all sorts of damages owing to this contract.
- 14.6 Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

#### **15. FORCE MAJEURE:**

15.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

15.2 Provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of manufacture in possession of the contractor at the time of such termination of such portions thereof as the Purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the Purchaser elect to retain.

#### **16. TERMINATION FOR DEFAULT:**

16.1 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 13.
- b) If the Supplier fails to perform any other obligation(s) under Contract: and
- c) If the Supplier, in either of the above circumstances, (s) does not remedy his failure within a period of 30 days (or such longer period as Purchaser may authorise in writing) after receipt of the default notice from Purchaser.

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

Signature of the tenderer

## **17 TERMINATION FOR INSOLVENCY**

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to 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 or action or remedy which has accrued or will accrue thereafter to the Purchaser.

## **18 ARBITRATION :**

18.1 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 CGM, BSNL, Karnataka Telecom Circle 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 the functions of the CGM, BSNL, Karnataka Telecom Circle or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the CGM, BSNL, Karnataka Telecom Circle or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Chief General Manager, 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 that the arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as 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 reasons whatsoever such General Manager 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.

18.2 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.

18.3 The venue of the arbitration proceeding shall be the Office of the CGM, BSNL, Karnataka Telecom Circle, No.1 S V Road, Halasuru, Bangalore – 560 034 or such other Places as the arbitrator may decide.

## **19. SET OFF :**

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

Signature of the tenderer

SECTION IV

**1. SPECIAL CONDITIONS OF CONTRACT**

1. The special conditions of the contract shall supplement the ' **Instructions to the Bidders**' as contained in Section II & **General Conditions of the Contract**" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
2. Date fixed for opening of bids is, if subsequently, declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. (i) The bank guarantee for bid security or NSIC certificate for claiming exemption from submission of bank guarantee against bid security, as prescribed in clauses 12.1 & 12.3, Section II of the bid documents shall be submitted along with the bids in **ENVELOPE 'A'**. The bank guarantee so submitted shall be on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its Telephone number and FAX number. This Envelope should be super scribed as "**ENVELOPE A – COMMERCIAL AND TECHNICAL BID FOR TENDER No. ....**"  
  
(ii) In case where the document of bid security is not submitted in the manner prescribed under clause 3(i), above, **ENVELOPE B** containing the Financial offer **SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED IN DUE COURSE.**
4. The small scale industries registered with National Small Scale Industries Corporation (NSIC) under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit documents in respect of their monetary limit and financial capability duly certified by NSIC. The NSIC certificate furnished should be valid on the date of opening of the bid.
5. 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.
6. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
7. The purchaser reserves the right to **counter offer price(s) against price(s)** quoted by any bidder.
8. Any clarification issued by purchaser 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.
9. The supply shall be accepted only after the system is subjected to quality test by standard benchmark software which will be supplied by the bidder **as per Section II Clause 30**. The tests are carried out by an officer or team nominated by the Units / SSA Heads
10. The supplier shall:
11. Supply all Hardware and Software as mentioned in schedule of requirement Section V
12. provide Three Years Comprehensive On-Site Warranty to the Supplies made.
13. The equipment supplied shall conform to the technical requirement as per Section VI.

Signature of the tenderer

14. The bidder shall be ready to give presentation of his proposal at a short notice of one week, if desired by the purchaser.
15. The supplier shall agree to support the systems supplied for a period of Eight years from the date of delivery of goods covered by the contract.
16. Operating Software / any other software used shall be supplied with user identification and appropriate license. Certified and Licensed copies with manuals of all software required for each system
17. All the clauses of the specifications are mandatory except mentioned otherwise and must be unconditionally complied. The bid shall be rejected if system does not comply to any of the mandatory clauses. Bidder shall write, "Complied" against each item and clause in the compliance statement. Any other word like "noted", "agreed", "understood" etc. will be treated as not complied.
18. The supplier shall have at least three Service centers located within the Karnataka Telecom circle. Details of Service locations with Address, Telephone /FAX No. etc should be furnished.
19. All software should be licensed copies and the OS for Computer should be licensed copies of Microsoft only. Media shall be supplied on CD.
20. The supplier shall quote only for the brands which have ISO 9002 certification for product (Certificate to be enclosed).
21. The Bid document without accompanying any of the above documentary proof will be rejected outright.

Signature of the tenderer

ANNEXURE-I  
SECTION - V

**SCHEDULE OF REQUIREMENTS**

<b>SI No.</b>	<b>Item Description</b>	<b>Quantity</b>
<b>1.</b>	<b>LAPTOPs</b>	<b>7</b>
<b>2.</b>	<b>DESKTOP PCs</b>	<b>8</b>

**CONSIGNEE:**

**Divisional Engineer (PLG),  
Office of GMT, BELT Road,  
TELEPHONE EXCHANGE BUILDING  
CHIKMAGALUR-577101**

**PAYING AUTHORITY: Details of the Paying Authority will be indicated in the detailed Purchase Order.**

Signature of the tenderer

**SECTION-VI A**  
**TECHNICAL CONDITIONS OF THE CONTRACT**

**LAPTOP TECHNICAL SPECIFICATION**

SL NO	Item	Specifications	COMPLIANCE (COMPLIED/NOT COMPLIED)
1	Processor type	Intel® core 2 duo processor	
2	Processor features	<b>Min:</b> 2.0 GHz, 512-KB L2 cache, 533-MHz front side bus ,chipset::Intel GM45 express chipset	
3	Memory description	<b>Min:2GB</b> (800 MHz) DDR II OR higher	
4	Display size	Internal : 15-inch color TFT UXGA (wide viewing angle) with 1600 x 1200 resolution External: Up to 32-bit per pixel color depth. Should support 640 x 480, 800 x 600, 1024 x 768, 1280 x 768, 1280 x 1024, or 1600 x 1200 resolutions up to 100-Hz refresh rate	
5	Video adapter description	UMA architecture – ATI Mobility™ Radeon™, AGP 4x and 3D Architecture, MPEG2 and DVD playback, standard, 64MB shared w/256MB or more main memory, configurable up to 128MB with 512MB or 1GB.	
6	Hard drive, internal	<b>Min:</b> 160 GB (4200 rpm) or Higher	
7	Optional modules	One of the following: DVD/CD-RW Combo Drive; DVD+RW Drive; optional HP USB Digital Pocket Drive Blue tooth enabled	
8	Audio	Integrated Speakers, Volume control & Mute buttons, AC/97, SoundBlaster Pro compatible, 16 bit stereo sound	
9	I/O (input/output) ports	VGA, infrared, bidirectional parallel, RJ-11, RJ-45, IEEE 1394, USB 2.0 3 ports , S-video, external microphone, headphones/line out.	
10	Communications	Integrated 10/100 NIC; 56K high speed modem	
11	Wireless	Should have 802.11g wireless LAN	
12	Slots	One Type I/II/III PC card slot which supports both 32-bit Card bus and 16-bit PCMCIA Cards	
13	Keyboard	Full size keyboard with numeric pad	
14	Mouse / pointing device	Touch pad with on/off button and dedicated scroll up/down surface	
15	Operating System	Windows VISTA With Latest Service Pack	
16	Power supply	230 V/50Hz AC with rechargeable Battery pack comprising of LI-Ion battery suitable for approx 04 hrs.	
17	Carrying Case	Standard Carrying Case to be provided.	
17	Antivirus Software	Anti-virus internet security (Latest Version) preloaded with one year validity and license.	
18	Warranty	One year On site comprehensive Warranty	

Signature of the tenderer

**SECTION-VI B**  
**TECHNICAL CONDITIONS OF THE CONTRACT**

	<b>Item</b>	<b>Specifications</b>	<b>COMPLIANCE (COMPLIED/NOT COMPLIED)</b>
1	<b>CPU</b>	Intel Pentium IV Processor 3.0 GHz or better with 1MB L-2 Cache memory or better, with HT and 64 bit support	
2	<b>Mother Board</b>	Intel G31 Express Chipset or equivalent OEM Motherboard (MSI) or better	
3	<b>Memory</b>	2 GB PC2-6400 DDR2 (800 MHz) or Higher	
4	<b>HDD</b>	320GB Serial ATA HDD	
6	<b>Monitor</b>	15.0" diagonal, a-si TFT active matrix LCD screen	
7	<b>Bus architecture</b>	Integrated Graphics, 3PCI/PCI EXPRESS	
8	<b>Video Controller</b>	32 bit SVGA controller with Onboard 1 MB Dynamic Video Memory or better	
9	<b>Keyboard</b>	104 keys type or better	
10	<b>Mouse</b>	Optical Mouse	
11	<b>Bays</b>	4 Bays (2 external & 2 internal)	
12	<b>Ports</b>	4 USB Ports(2-rear, 2-front), 1 serial ports, 1 Enhanced parallel port EPP / ECP and 2 PS / 2 port for mouse and KB (Minimum)	
13	<b>Cabinet</b>	Desktop / Mini Tower	
14	<b>DMI</b>	DMI 2.0 compliance and support	
15	<b>DVD writer</b>	Light Scribe 16X Double Layer DVD+RW/+R Writer	
16	<b>Networking facility</b>	10/100 Network card with remote booting facility.	
17	<b>Operating System</b>	Windows XP (Professional) preloaded along with media with license.	
18	<b>Power Management</b>	Energy star compliance, screen blanking, hard disk and system idle mode in power on, set up password, Power Supply Surge Protected	
19	<b>Anti-virus</b>	Anti-virus internet security (Latest Version) preloaded with one year validity and license.	
20	<b>Anti-static cover</b>	For CPU, Monitor, Keyboard & Mouse	
21	<b>warranty</b>	One year On site comprehensive Warranty	

**DESKTOP PC TECHNICAL SPECIFICATION**

Signature of the tenderer



**SECTION VII**

**PART I**

**BID FORM**

Tender.

Date

(Name & Address of the Purchaser)

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos.... the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver .....in conformity with 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.
2. 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.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding ---% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 240 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a 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.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

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

Signature of  
in capacity of

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

Address.....  
Signature.....

Signature of the tenderer

**SECTION VII**  
**Part II**  
**Price schedule**

**Price Schedule - PART II For LAPTOPs AND DESKTOP PCs**

Sl. No.	Description of item	Qty.	Make/Brand Name	Rate / price per unit. Inclusive of all taxes including transportation charges up to consignees address at Chickmagalur.	Total Price (in figures)	Total Price (in words)
01	LAPTOPs (Including Testing and Installation)	7				
02	DESKTOP PCs (Including Testing and Installation)	8				

Signature of the tenderer

## SECTION VIII

### BID SECURITY FORM

Whereas..... (Hereinafter called "the Bidder") has submitted its bid dated.....for the supply of..... Tender NO.....

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

**THE CONDITIONS** of the obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the Period of Bid validity.

**(a) Fails or refuses to execute the Contract, if required or**

**(b) Fails or refuses to furnish performance security in accordance with the instructions to Bidders.**

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

This guarantee will remain in force up to and including Thirty (30) days after the Period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the Bank

Signature of the Witness

Name of Witness

Address of Witness

Signature of the tenderer

## SECTION IX

### PERFORMANCE SECURITY GUARANTEE (BOND FORM)

In consideration of the BSNL (herein after called the "purchaser") 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 \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ (hereinafter refer to as "the bank") at the request of \_\_\_\_\_ (contractor(s)) do hereby undertake to pay to the BSNL an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demanded from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(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 BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/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 the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (office/Department) Ministry of \_\_\_\_\_ certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO/TWO AND HALF/THREE YEARS (actual period as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) \_\_\_\_\_ further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations there under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_

for \_\_\_\_\_

(Indicate the name of bank)

Signature of the tenderer

# SECTION X

## LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorisation 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 Signatures
---------------------	------	---------------------

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 cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

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

Signature of the Bidder

AGREEMENT

**The successful tenderer shall have to execute the following agreement;**

The agreement made on this-----day of \_\_\_\_\_ (month)  
..... (year ) between M/s-----  
----- herein after called “The

Contractor” (Which expression shall unless excluded by or repugnant to the context, include its

Successors, heir, executors, administrative representative and assignee) of the one part & BSNL(A Govt. of India Enterprise), herein after referred to as BSNL, of other part.

Where as the contractor has offered to enter into contract with the said BSNL for the execution of work of trenching and laying underground telephone cables, cable jointing, DP fitting and other associated works in Chikmagalur Telecom District on the terms and conditions herein contained and rates approved by the BSNL (copy of Rates annexed) have been duly accepted and whereas the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposit.

Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows.

- 1) The contractor shall, during the period of this contract that is to say from \_\_\_\_\_ to \_\_\_\_\_ or completion of work for Rs \_\_\_\_\_. (In words) \_\_\_\_\_ whichever is earlier or until this contract shall be determined by such notice as is herein after mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all trenching, cable laying in tender documents (annexed to the agreement), when the BSNL or General Manager Telecom Chikmagalur or any other persons authorised by the SSA Head in that behalf require. It deemed to be understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
- 2) The Notice Inviting Tender (NIT), Bid documents (Qualifying and Final), Letter of Intent, Approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken an integral part of the contract and shall also be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.
- 3) The contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliance, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders,.
- 4) The contractor hereby declares that nobody connected with or in the employment of the Department of Telecommunications/DTS is not/ shall not ever be admitted as partner in the contract.

Signature of the Bidder:

OFFICE OF THE GENERAL MANAGER, CHIKMAGALUR TELECOM DISTRICT  
CHIKMAGALUR-577101

**BID DOCUMENT**  
**(FINANCIAL)**

TENDER FOR Procurement of LAPTOPs.

TENDER NUMBER: COMP/PC-LAPTOP/ TENDER/09-10/01



**BHARAT SANCHAR NIGAM LTD.**

## FINANCE BID

### RATES FOR LAPTOPs AND DESKTOP PCs

To

The General Manager Telecom,12  
Chikmagalur Telecom District,  
T/E Bldg, Belt Road,  
Chikmagalur- 577101.

Dear Sir,

Sub : Our Financial Bid for Procurement of LAPTOPs AND DESKTOP PCs  
for Chikmagalur SSA

Having examined the tender documents, terms and conditions of the tender and specifications of the work etc. stipulated therein, I/We the undersigned offer to execute the for Procurement of LAPTOPs AND DESKTOP PCs in conformity with the said specifications and conditions of contract with the prescribed standards, rates are as quoted hereunder:

1. Schedule of rates for Procurement of LAPTOPs AND DESKTOP PCs

Sl. No.	Description of item	Qty.	Make/Brand Name	Rate / price per unit. Inclusive of all taxes including transportation charges up to consignees address at Chickmagalur.	Total Price (in figures)	Total Price (in words)
01	LAPTOPs (Including Testing and Installation)	7				
02	DESKTOP PCs (Including Testing and Installation)	8				

Signature of the tenderer



**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)  
O/o GENERAL MANAGER, CHIKMAGALUR TELECOM DISTRICT, CHIKMAGALUR

Tender No. COMP/PC-LAPTOP TENDER/09-10/01

**TENDER FOR PURCHASE OF PERSONAL COMPUTERS &  
LAPTOPS FOR CHIKMAGALUR SSA**

**TENDER SCHEDULE**

- i. TENDER FORM No \_\_\_\_\_
- ii. Issued to: \_\_\_\_\_  
\_\_\_\_\_  
-
- iii. Particulars of Payment : DDNo----- Dated-----  
Name of the Bank-----
- iv. Eligibility
- The eligible bidder should be an Original EquipmentManufacturer / SIs or the Authorised Dealer of the OEM / SIs for PCs & Laptops.
- v. Quantity : As per Annexure-I.
- vi. Technical Specification : As per SECTION-VI A & SECTION-VI B
- vii. EMD / Bid Security : Rs.9600/-
- viii. Date and Time of Issue
- ix. of Tender Forms : From 16/09/2009 upto 06/10/2009. on all working days during working hours.
- x. Date and Time upto which Tenders will be received : 1500 hrs. of 06 /10/2009
- xi. Date and Time of Opening : 1630 hrs. of 06 /10/2009
- xii. Venue of opening of Tender :
- Divisional Engineer (PLG)  
O/o G.M.Telecom, BSNL  
Chikmagalur - 577101.  
Telephone No- 08262 231899.

Fax No: 08262-232211.

:

*For more information log on to [www.karnataka.bsnl.co.in](http://www.karnataka.bsnl.co.in)*