

- 1 -



No.16-1/2009-GA
Telecom Regulatory Authority of India
Mahanagar Doorsanchar Bhawan
Near Zakir Hussain College
Jawahar Lal Nehru Marg
(Old Minto Road)
New Delhi-2

BID DOCUMENT

LIMITED TENDER FOR AWARD OF AMC FOR CANON FAX MACHINES

(Visit us at www.trai.gov.in)
Not transferable

PRICE OF BID DOCUMENT- Rs.50/-

Signature of the tenderer with seal

TABLE OF CONTENTS

Section	Title		Page No.
Section I	Notice Inviting Tender	:	3-5
Section II	Instructions for submission of Tender	:	6-9
Section III	Terms and Conditions of the Contract	:	10-13

Annexure

I	Letter of Submission of Tender	:	14
II	Format for Schedule of Rates	:	15
III	Format for Performance Security Bond Form	:	16-17
IV	Format for Letter of Authorization for attending bid opening	:	18
V	Check List for documents to be submitted	:	19

Signature of the tenderer with seal

SECTION-I

No.16-1/2009-GA
Telecom Regulatory Authority of India
Mahanagar Doorsanchar Bhawan
Near Zakir Hussain College
Jawahar Lal Nehru Marg
(Old Minto Road)
New Delhi-2

Dated: 19/08/2011

NOTICE INVITING TENDER

Office of Issue	: Telecom Regulatory Authority of India, GA Section, Mahanagar Doorsanchar Bhawan, Jawahar Lal Nehru Marg, (Old Minto Raod), New Delhi-110002.
Tender No.	: No.16-1/2009-GA
Date of issue of bid document	: With effect from 19/08/2011
Tender Forms Available From	: Sr. Research Officer (GA) Telecom Regulatory Authority of India Mahanagar Doosanchar Bhawan, Jawahar Lal Nehru Marg (Old Minto Road), New Delhi-2 Website: http://www.trai.gov.in
Due date of Receipt	: Upto 09/09/2011, Time 15:00 Hrs.
Date of opening of Technical bid	: 09/09/2011, Time 16:00 Hrs. [If the tender opening date is declared a holiday by Govt of India then the tender shall be opened on next working day at 16:00 Hrs.]
Date of opening of Financial bid	: To be notified later
Earnest Money	: Rs.1500.00
Total Estimated Cost	: Approximately Rs.50,000.00 (annual)

Sealed limited tenders under two bid systems i.e. "Technical Bid" & "Financial Bid" are invited from reputed firms for award of Annual Maintenance Contract (AMC) for Canon Fax Machines installed in TRAI office. The details of fax machines for which AMC is required is indicated in the Annexure-A. The Technical bid & the Financial bid should be sealed by the bidder in separate covers duly superscribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed.

Bidders are advised to go through the tender document carefully and understand various provisions contained therein along with their implications. The tender document is not transferable under any circumstances.

Contd.....

Signature of the tenderer with seal

Bidders shall have to deposit bid security of Rs.1500.00 (Rupees one thousand five hundred only) in the form Demand Draft drawn on any scheduled bank in favour of “**TRAI**” payable at Delhi along with the bid.

Intending eligible bidders may obtain a copy of bid document from Sr. Research Officer(GA), TRAI, Mahanagar Doorsanchar Bhawan, Jawahar Lal Nehru Marg, (Old Minto Road), New Delhi – 110002 by making a payment of Rs.50.00 or the same can be downloaded from the website of TRAI i.e. www.trai.gov.in and the cost of bid document (Rs.50.00) may be deposited in cash in TRAI office or by way of demand draft or pay order in favour of “**TRAI**” payable at Delhi.

(S N Tiwary)
Sr. Research Officer (GA)

Annexure-A

Details of Fax Machines for which AMC is required

Sl. No.	Make and Model of the Machine
1	Canon (L120/220)
2	Canon (L120/220)
3	Canon (L120/220)
4	Canon (L120/220)
5	Canon (L120/220)
6	Canon (L120/220)
7	Canon (L295)
8	Canon (L140)
9	Canon (L140)
10	Canon (L140)
11	Canon (L140)
12	Canon (L140)

Signature of the tenderer with seal

Section-II

INSTRUCTIONS FOR SUBMISSION OF TENDER

1. PREAMBLE

Telecom Regulatory Authority of India (TRAI), statutory body of Govt. of India, intends to engage a reputed firm for award of Annual Maintenance Contract (AMC) for Canon Fax Machines installed in TRAI office. The terms and conditions are described in "**Terms & Conditions Governing the Contract**" in Chapter – 2.

2. BONAFIDE OFFERS

The Tenderer should be bonafide, which shall mean an entity:

- (a) Having a VAT (TIN) registration number;
- (b) Having Permanent Account Number
- (c) Meeting all other requisites laid down in this chapter elsewhere

3. TENDER DOCUMENT

The tender document consists of all documents listed at the page No.2 of this document. These must be submitted together in the manner indicated below, failing which the tender is liable to be rejected. **Incomplete or conditional tender is also liable to be rejected.**

4. SUBMISSION OF TENDERS – TIME LIMIT/MODE

The tender documents duly completed should be submitted in **two separate** parts. The **first part** should be sealed in a separate envelope and superscripted as "**Technical Bid For Award Of AMC For Canon Fax Machines**". This should contain all the information which would enable TRAI to decide on credentials of the tenderers for performing/doing the job besides earnest money (para 7 of Section-III) and other documents listed below in para 4.1.1 and elsewhere in the chapter. The **second part** will consist of the "**Financial Bid For Award Of AMC For Canon Fax Machines**" and should be superscripted on the second envelope as such. Both the envelopes should be sealed in one envelope and duly superscripted as "AMC for Canon Fax Machines" and addressed to Senior Research Officer (GA), TRAI.

4.1.1. The following documents must be submitted in the **Technical Bid-**

- Letter of Submission of tender.
- Tender document with all pages duly signed and embossed with official seal.
- Demand Draft of Rs.1500/- towards Earnest Money Deposit.
- Proof of registration for service tax (if applicable). A self-certificate shall be given in case the tenderer is not covered under service tax;
- Copy of PAN Card/VAT(TIN No.).
- Documents indicating ongoing contracts in hand (minimum 3).
- A self-certificate to the effect that the tenderer has not been blacklisted by Central/State Govt./Public Sector Units or its contracts have not been terminated on account of poor performance

Signature of the tenderer with seal

- 4.1.2 **The schedule of rates given at Annexure-II, duly filled in and signed by the tenderer, shall be submitted in the financial bid.**
- 4.2 The tender duly completed as described in para above must reach the designated address upto **1500 hrs on 09/09/2011** positively. Tenders received after **1500 hrs on 09/09/2011** will not be considered.
- 4.3 Sealed tenders shall be submitted either by post/with acknowledgement due or in person. Tenders by Telegram/Fax will not be considered.
- 4.4 Tenders received after the scheduled time and date shall not be considered under any circumstances.
- 4.5 **All rates shall be quoted only on the proper form of the Schedule of Rates (Annexure-II) and each page of this schedule shall be signed in full by the tenderer or his authorized signatory as described in sub paras above.**
- 4.6 The schedule of rates should be filled in carefully after considering all the aspects of work as described in the Section-III on “Terms & Conditions Governing the Contract”. No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the tenderer had not understood the work envisaged by this tender document. Any overwriting in the schedule of rates should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed in full by the tenderer or his authorized signatory.
- 4.7 The tenderer will have to submit an analysis of rates if called upon to do so by TRAI.
- 4.8 **TRAI** reserves the right to :-
- Accept or reject any or all the Technical Bids in part or in full without assigning any reasons,
 - Accept or reject any or all the Financial Bids in part or in full irrespective of their being the lowest without assigning any reasons,
 - Relax the tender conditions at any stage if considered necessary for the purpose of finalizing the contract in the overall interest of TRAI.
 - Re-tender or negotiate with the lowest tenderer as regards the rates, terms and conditions of the tender.
 - Disqualify the tenderers blacklisted by Central/State Govts/Public Sector Units or whose contracts have been terminated on account of poor performance.
 - TRAI reserves the right to re-tender or modify the Terms & Conditions of the tender. It also reserves the right to negotiate the rates with the lowest tenderer i.e. L-I.
- 4.9 **Tenderer shall not increase his/their quoted rates in case TRAI negotiates for reduction of rates, such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates quoted will be binding on the tenderer.**
- 4.10 **Any variation, addition and/or omissions in the items of work to be actually carried out shall not form a basis of any dispute regarding the rates quoted by the tenderer in the tender. The rate quoted by the tenderer shall be applicable irrespective of the volume of work.**
- 4.11 Each folio of tender documents and every supporting document attached with it shall be signed by the intending tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission.

Signature of the tenderer with seal

4.12 Tenders containing erasures, omissions or alterations are liable to be rejected. If any corrections become necessary these must be made in ink and all such corrections must be attested by full signature of the tenderer and dated.

5. OPENING OF BIDS BY PURCHASER:

5.1 The purchaser shall open technical bids in the presence of bidders or their authorized representatives who choose to attend, at 16:00 hrs on due date. The bidder's representatives present at the time of opening of bid shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in Annexure- IV).

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

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

5.4 The date fixed for opening of bids, if subsequently declared as holiday, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day, time and venue remaining unaltered.

6. STUDY OF LOCAL CONDITIONS

The tenderer is advised in his own interest to visit the site of the work and acquaint himself with all local conditions, means of access to the work, nature of work etc.

7. VALIDITY OF OFFER

The tenderer will be required to keep the offer open for a period of **120 (One hundred twenty) days** from the last date of submission of tender. It shall be understood that the tender document have been sold/issued to the tenderer and the tenderer is permitted to tender with the stipulation that after submitting his tender, he shall not rescind his offer or modify the terms and conditions thereof in any manner that is not acceptable to TRAI.

8. ACCEPTANCE OF TENDER

8.1 The authority for acceptance of the tender documents and tendered rates will rest with the competent authority of TRAI who does not bind himself to accept the lowest or any other tender, nor does he undertake to assign reasons for his decision in this matter.

8.2 Acceptance of tendered rates will be communicated through a letter as soon as possible.

8.3 All the tender documents submitted by a tenderer shall become the property of TRAI and TRAI shall have no obligation to return the same to the tenderers.

8.4 Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.

8.5 If the tenderer deliberately gives wrong information or conceals any information/facts in his tender, which shall be favourable for acceptance of his tender fraudulently, then TRAI reserves the right to reject such tender at any stage of execution without any financial liability.

Signature of the tenderer with seal

9. EXECUTION OF AGREEMENT

9.1 The tenderer whose tender is accepted shall be required to appear at the office of the TRAI in person or if the tenderer is a Firm, Company or a Corporation, a duly authorized representative shall so appear and **execute the Agreement within seven (07) days of the date of issue of communication from TRAI's office and start the work within two (02) days of the execution of the Agreement.** Failure to do so shall constitute a breach of the contract concluded by the acceptance of the tender.

9.2 The tenderer shall treat the contents of the tender documents as private and confidential.

10. POSTAL ADDRESS FOR COMMUNICATION

Every tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderer by post at his said address shall be deemed to have reached the tenderer in time.

(S N Tiwary)
Sr. Research officer (GA)

Section-III

TERMS & CONDITIONS GOVERNING THE CONTRACT

1. PREAMBLE

Telecom Regulatory Authority of India is a statutory body set up by an act of Parliament. It is functioning as a regulator of the telecom sector in India.

2. TERMS AND CONDITIONS

- 2.1 The successful bidder (hereinafter referred to as firm) shall carry out the maintenance work of the Fax Machines as indicated in Annexure-A so as to keep the machines fit for normal use.
- 2.2 The service executive of the firm shall attend to the Fax Machines once in a month for preventive maintenance. The firm shall promptly attend to all service calls made by TRAI during the period of contract for any trouble in the machines. Normally if a complaint is made in the morning on any working day, it should be attended by the evening of the same day and in any case all complaints shall be attended within twenty four hours from receipt of complaint. In case of emergency, the authority may require the services of the firm on Saturdays, Sundays or other holidays and the firm shall attend to such complaints on these days also.
- 2.3 The firm shall also be responsible for replacement of components/parts of Fax Machine, which may be necessary as a result of normal wear and tear during the period of contract. The replacement under this clause shall also cover all the instances requiring replacement of component except when such replacement becomes necessary due to external damage, natural calamity, burn-out cases.
- 2.4 The consumables for the fax machines shall be arranged by TRAI.
- 2.5 TRAI will provide full access of the machines to the representative of the contractor. TRAI will also take care of the machines for keeping in suitable conditions and will follow operating instructions of the firm in this regard.

3. DEFICIENCY CHARGES

- 3.1 The firm shall attend the service calls within the stipulated time of 24 hours as stipulated in Para 2.1 above, failing which a penalty of Rs.100.00 per day will be imposed.

4. PAYMENT CONDITIONS

- 4.1 The AMC charges shall be paid to the firm in four equal installments. The payment shall be made by way of crossed Cheque / demand draft (payee account only).
- 4.2 TDS and all other taxes will be deducted as per applicable laws.

5. DURATION OF CONTRACT

- 5.1 *At the initial stage, the contract shall be awarded for a period for two years from the date of commencement of the Agreement. **TRAI will have discretion for extending it for further term of one or more years on mutually acceptable terms and conditions and rates at the sole discretion of TRAI.***

Signature of the tenderer with seal

5.2 However, it will be obligatory on the part of the firm to continue to work at the rates prevailing on the last date of the Agreement even beyond contract period for at least 3 (three) months or till the new contract is finalized, whichever is earlier.

6. EARNEST MONEY

6.1 The tenderer will be required to deposit a sum of Rs.1,500 (Rupees One Thousand Five Hundred only) as earnest money along with completed tender documents. The earnest money is towards an undertaking by the tenderer that the tenderer will not back-out from his offer or modify the terms and conditions thereof in a manner not acceptable to TRAI. Should the tenderer fail to observe or comply with the said stipulation, the entire amount shall be liable to be forfeited by TRAI.

6.2 *The deposit as referred to under para 6.1 above shall be made by **Pay Order or Demand Draft** made in favour of **TRAI** payable at New Delhi and valid for a minimum period of six months after the date of issue.*

7. PERFORMANCE SECURITY

7.1 The successful tenderer whose rates are finally accepted shall furnish performance security to the purchaser for an amount of Rs.3000.00 (Rupees Three Thousand only) within 7 days from the date of issue of Advance Purchase Order by the Purchaser by way of performance security Bond.

7.2 The performance security Bond shall be in the form of Bank Guarantee only issued by a scheduled Nationalized Bank and in the form provided in 'Annexure-III' of this Bid Document.

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

7.4 In case the successful tenderer declines or fails to furnish the performance security, the entire amount of Rs.1,500.00 of EMD will be forfeited.

8. TRAI reserves the right to terminate the Agreement any time without assigning any reason/notice.

9. CRITERIA FOR EVALUATION OF BIDS:

9.1 **Technical Bid:-** The technical bids of the bidders will be opened in the first stage and will be evaluated on following criteria:-

- ❖ Letter of Submission of tender;
- ❖ Demand Draft of Rs.1500.00 towards Earnest Money Deposit.
- ❖ The tender document with all pages duly signed with official seal.
- ❖ Proof of registration for service tax. A self-certificate shall be given in case the tenderer is not covered under service tax;
- ❖ Copy of PAN Card
- ❖ VAT(TIN No.)

Signature of the tenderer with seal

- ❖ Documents indicating ongoing contracts in hand (minimum 3).
- ❖ A self-certificate to the effect that the tenderer has not been blacklisted by Central/State Govt./Public Sector Units or its contracts have not been terminated on account of poor performance.

92 **Financial Bid:-** The financial bids will be opened only in respect of those firms, which meet the technical bid criteria mentioned above. **The financial bids will be evaluated on the basis of the annual cost of AMC for all the Canon Fax Machines indicated in Annexure-A arrived at on the basis of rates quoted by the bidders and the bidder with overall lowest rate shall be declared as L-1.**

10. Force Majeure

- 10.1 If at any time, during the continuance of the agreement the performance in whole or in part, by the firm, of any obligation specified in the agreement, is prevented, restricted, delayed or interfered, by reason of war or hostility, act of the public enemy, civic commotion, sabotage, act of State or direction from statutory authority, explosion, epidemic, quarantine restriction, fire, floods, natural calamities or any act of GOD, (hereinafter referred to as event), provided notice of happenings of any such event is given by the firm to TRAI within seven calendar days from the date of occurrence thereof, the firm may be excused from performance of its obligation. Provided further that the obligations under the Agreement shall be resumed by the firm, as soon as practicable, after such event comes to an end or ceases to exist. The decision of TRAI as to whether the obligations may be so resumed (and the time frame within which the obligations may be resumed) or not, shall be final and conclusive.
- 10.2 However, the Force Majeure events mentioned above will not in any way cause extension of the period of the Agreement.

11. Laws governing Agreement

The Agreement entered into between TRAI and the firm shall be governed by the laws of India for the time being in force.

12. Jurisdiction of courts

The court of the place where the Agreement is signed shall alone have the jurisdiction to decide any dispute arising out of or in respect of the Agreement.

13. Arbitration

In the event of any dispute arising between TRAI and the firm in any matter covered under this Agreement or arising directly or indirectly therefrom or connected or concerned with the said Agreement in any manner of its implementation of any terms and conditions of the said Agreement, the matter shall be referred to the Secretary, TRAI who may himself act as sole arbitrator or may nominate an officer of TRAI as sole arbitrator, notwithstanding the fact that such officer has been directly or indirectly associated with the contract. The firm will not be entitled to raise any objection for the appointment of such officer of TRAI as the sole arbitrator. The award of the arbitrator shall be final and binding on both the parties to the agreement subject to provisions of Arbitration and Conciliation Act, 1996 and rules made there under. The parties expressly agree that the arbitration proceedings shall be held at New Delhi. The language of arbitration shall be in English only.

Signature of the tenderer with seal

14. GENERAL

Any clarification in regard to the meaning or intent or interpretation of any of the provisions of these terms and conditions required at any point shall be sought from Pr. Advisor(A&HRM), TRAI, whose decision in the matter shall be final and binding. Any other matter relevant to but not covered in the Agreement shall also be decided by making reference to him and his decision shall be final and binding.

(S N Tiwary)
Sr. Research officer (GA)

The scope of work and all terms and conditions listed from para 1 to 14 along with their sub-para have been read carefully, understood and accepted.

Signature of the tenderer

Signature of the tenderer with seal

ANNEXURE - I

TELECOM REGULATORY AUTHORITY OF INDIA

LETTER OF SUBMISSION OF TENDER

To

The Senior Research Officer (GA)
O/o Telecom Regulatory Authority of India
Mahanagar Doorsanchar Bhawan
Jawahar Lal Nehru Marg
New Delhi – 110 002

SUBJECT: LIMITED TENDER FOR AWARD OF ANNUAL MAINTENANCE CONTRACT (AMC) FOR CANON FAX MACHINES INSTALLED IN TRAI.

Dear Sir,

Subject to the conditions given in the tender documents for the above-mentioned subject, I/we hereby tender for the contract for providing Photocopy Machine to TRAI for its use at the rates specified in the SOR (Annexure–II) annexed with the documents. I/We hereby certify that I/We have examined and am/are fully familiar with all the provisions of the tender documents and I/We agree to abide by all these terms and conditions laid therein.

2. The following certificates/documents are enclosed:-
 - 2.1 Proof of registration for service tax (if applicable).
 - 2.2 Copy of PAN Card/VAT(TIN No.).
 - 2.3 A self-certificate to the effect that the tenderer has not been blacklisted by Central/State Govt./Public Sector Units or its contracts have not been terminated on account of poor performance.
 - 2.4 Documents indicating ongoing contracts in hand (Minimum 3).
 - 2.5 A sum of Rs.1500.00 (Rupees One Thousand Five Hundred only) towards EMD in the form of pay order/DD No. _____ dated _____ drawn on the bank/branch _____ in favour of TRAI, payable at New Delhi.
 - 2.8 The SOR duly filled and signed is enclosed in a separate sealed envelope. I/We clearly understand that this will be opened on a subsequent date only if my/our pre-qualified bid is accepted by TRAI.

I/We do hereby declare that the entries made in the bid and annexure attached therein are true.

Yours faithfully,

Signature of Tenderer/(s)

Tenderer's Address

Signature of the tenderer with seal

(To be kept in a separate envelope)

ANNEXURE – II

SCHEDULE OF RATES

TO BE QUOTED FOR AMC FOR CANON FAX MACHINES

Sl. No. (i)	Make and Model of the Machine (ii)	Charges for AMC for one year (in Rs.) (iii)	Tax Applicable (vi)	Total cost [(v) + (vi)]
1	Canon (L120/220)			
2	Canon (L120/220)			
3	Canon (L120/220)			
4	Canon (L120/220)			
5	Canon (L120/220)			
6	Canon (L120/220)			
7	Canon (L295)			
8	Canon (L140)			
9	Canon (L140)			
10	Canon (L140)			
11	Canon (L140)			
12	Canon (L140)			
Total cost of AMC for all the above fax machines				

Signature of the tenderer

Name : _____

Designation : _____

Address : _____

Signature of the tenderer with seal

Annexure III

PERFORMANCE SECURITY BOND FORM

In consideration of the Telecom Regulatory Authority of India (hereinafter called 'Authority') having agreed to exempt _____ [hereinafter called 'the said Contractor(s)'] from the demand, under the terms and conditions of an agreement / (Purchase Order) No. _____ Dated _____ made between _____ and _____ for the supply of _____ (hereinafter called 'the said Agreement'), of performance security for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for _____ we, (Name of the bank) ----- (hereinafter referred to as 'the Bank') at the request of ----- contractor(s) do hereby undertake to pay to the TRAI an amount not exceeding ----- against any loss or damage caused to or suffered or would be caused to or suffered by the TRAI by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the bank) _____ do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the TRAI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the TRAI by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the TRAI 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 TRAI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

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

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

Contd.....

Signature of the tenderer with seal

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 TRAI in writing.

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

For -----
(Indicate the name of the bank)

Witnesses:-

1.

2.

Telephone No. (s):-.....

STD Code-

FAX No.

E-Mail Address:-

Annexure IV

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

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

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

I

II

Alternate Representative

Signatures of bidder

Or

Officer authorised to sign the bid

documents on behalf of the bidder.

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.

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

Signature of the tenderer with seal

Annexure V

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

Please check whether all the below mentioned documents have been supplied for participating in the limited tender for award of AMC for Canon Fax Machine. The documents are to be submitted in descending order.

Sr. No.	Documents	Page No.
1	Letter of Submission of tender.	
2	Tender document with all pages duly signed and embossed with official seal.	
3	Demand Draft of Rs.1,500 towards Earnest Money Deposit.	
4	Proof of registration for service tax. A self-certificate shall be given in case the tenderer is not covered under service tax.	
5	Copy of PAN Card	
6	Copy of VAT (TIN) Registration	
7	Documents indicating ongoing contracts in hand (minimum 3)	
8	A self-certificate to the effect that the tenderer has not been blacklisted by Central/State Govt./Public Sector Units or its contracts have not been terminated on account of poor performance.	
9	Schedule of Rates (as per Annexure-II and to be sealed in a separate envelope)	
10	Authorization letter for the bid opening [as per Annexure – IV]	
11	Proof of deposit of price of bid document	
12	Any other document (s) [Please specify]	

Bidders to ensure

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

Signature of the tenderer with seal