

91/c

**Bharat Sanchar Nigam Ltd.**

(A Govt. of India Enterprise)

[Statesman House, 148-Barakhamba Road, New Delhi-110 001]  
(MMD Section)

No. 4-18/99-MMD

Dated : 7.11.2002

To

1. All Heads of Telecom Circles.
2. CGM Telecom Districts Chennai/Kolkata.
3. CGM QA/ ALTTC/BRBRAITT.

**Sub:- Placement of order under reservation quota on M/s Instrumentation Ltd Jhalawar Road, Kota, Rajasthan of 10% of total requirement for the parts of C-DOT MAX-XL equipment.**

As per the decision taken by the Cabinet Committee, 10% reservation quota has been allowed to be kept for M/s IL Kota in ordering of C-DOT MAX-XL exchange equipment for the years 2001-02, 2002-03 & 2003-04 along with 50% advance payment to the Company as per the BSNL HQ guidelines regarding advance payment to M/s IL.

This decision is also to be implemented for procurement of parts of C-DOT MAX-XL equipment being done by the Circles at their own level on decentralized Purchase basis.

This reservation quota to M/s IL shall be in addition to the reservation quota for M/s ITI / M/s HTL and shall be applicable only for the procurement of item related to C-DOT MAX-XL exchange equipment.

(O.P. JAIN)

Assistant Director General (CE)

Copy for n/a to:-

1. Sr. DDG (PF)/Sr.DDG(RN)/Sr.DDG(SW)DDG (MM), BSNL New Delhi.
2. All IFAs O/o All heads of Telecom Circle's.
3. IFA O/o CGM Telecom District Chennai/Kolkata.
4. Jt.DDG(MMS)/Jt.DDG(MMD)/Jt.DDG(PF-I)/Jt.DDG(RDTF)/Jt.DDG(SW)- BSNL HQs New Delhi.
5. Sr.Audit officer (CA), 1210, Sanchar Bhawan N. Delhi.
6. A.O. (Budget) BSNL New Delhi.
7. M/S Instrumentation Ltd, Jhalawar Road, Kota-324005 Rajasthan.

(N.K. Verma)  
AD(CE)

o/c



## Bharat Sanchar Nigam Limited

(A Govt. of India Enterprise)

[Statesman House, B-148, Barakhamba Road, New Delhi - 110001]  
(MMD Section)

No.190-10/2003-MMD/IL

Dated : 16.06.2003

1. All Heads of Telecom Circles
2. CGM Telecom Districts Chennai/Kolkata
3. CGM QA/ALTTC/BRBRAITT

Sub: Clarification regarding reservation quota for procurement of C-DOT V5.2 AN-RAX conversion kits by Heads of Circles.

Ref : Our letter No.4-18/99-MMD dated 07.11.2002.

In continuation to our letter cited under reference (copy enclosed), it is clarified that conversion kits for converting 256 P RAX into AN-RAX is also part of C-DOT MAX-L/XL Systems family. In view of this, M/s Instrumentation Ltd., Kota is eligible for reservation quota of 10% of total requirement of C-DOT V5.2 AN-RAX conversion kits for the year 2003-04.

[O.P. JAIN]  
ADG(CE)

Copy for necessary reference to :

1. Sr.DDG(PF)/Sr.DDG(RN)/Sr.DDG(SW)/DDG(MM) BSNL, New Delhi
2. All IFAs, O/o All Heads of Telecom Circles.
3. IFA, O/o Chennai Telecom Distt./Kolkata
4. Jt.DDG(MMS)/Jt.DDG(MMD)/Jt.DDG(PF-I)/Jt.DDG(RDTF)/ Jt.DDG(SW), BSNL HQ, New Delhi.
5. Sr.Audit Officer(CA), Room No.1210, Sanchar Bhawan, New Delhi
6. AO(Budget), BSNL, New Delhi
7. M/s IL, Kota - 324 005 (Rajasthan).

[P.R. Singh]  
Asstt. Director (CE-2)



*Suman*  
ADG (MMX)

**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)  
Statesman House, Barakhamba Road, New Delhi – 110 001  
(MMT Section)

F.No. 3-2/2002-MMT/Pt

Dated 4<sup>th</sup> July 2003

Subject: ADDENDUM-1 to the "Manual on Procurement of Telecom Equipment and Stores (corrected up to June 2003)"

**Addition to Hint for Clause 6 of Section-III Chapter-3:**

Early deliveries may be accepted as per requirement of BSNL on case-to-case basis. In case of New technology local switches, the practice of eight months delivery period shall be continued.

**Addition to Clause 15.3 of Section-III Chapter-3:**

The vendor has to submit their request for extension along with the required additional BG and a copy of QA inspection certificate at least two weeks before the expiry of delivery period. The decision regarding extension shall be communicated within two weeks of the receipt of request.

**Addition to Hint for Clause 15.3 of Section-III Chapter-3:**

At the time of obtaining extension in delivery period, additional performance security @ 5% of the contract value will be taken for the turnkey contracts / package supplies. For bulk supply contracts, the additional performance security will be @5% of the values of the remaining quantity yet to be supplied at the time of seeking extension by the vendor.

**Additional Note for Section-VII Part-II of Chapter-3 (Price Schedule for Indigenous Equipment)**

The bidders submitting their offer with concessional sales tax shall submit the proof of applicable concessional sales tax.

*S.K. Bhattacharjee*  
04.07.03  
(S.K. Bhattacharjee)  
ADG (MMX)  
T.No. 2332 3550



**Bharat Sanchar Nigam Ltd.**

(A Govt. of India Enterprise)

[B-148, Statesman House, Barakhamba Road, New Delhi-1]  
(MMT Section)

File No. 3-2/2002-MMT(Pt)

Date 28<sup>th</sup> Aug.2003

To

All Chief General Managers Telecom;  
Territorial Circles/Metro Distts/Regions/Projects Circles  
Training Centres/Task Force/Stores/NCES/Data Network/QA  
Telecom Factories.

Sub : Addendum-2 to the Manual of Procurement of Telecom Equipment and Stores (Corrected upto June 2003)

Addition of copies of letters to chapter 17.

Kindly refer this office letter of even NO. dtd 08.07. 2003 in which one copy of Manual of Procurement of Telecom Equipment and stores (corrected upto June.2003 ) was issued. The following two enclosed letters may please be added in the Manual of Procurement of Telecom Equipment and stores (corrected upto June 2003), in chapter 17 as pages 79(a) and 79(b):

1. 4-18/99-MMD dtd 7.11.2002.
2. 190-10/2003-MMD/IL dtd 16.06.2003.

  
28/08/2003  
(S.K. Bhattacharjee)

ADG (MMX)  
T.No. 23323550.

Enclo:- As above.

Copy to :

1. CMD, BSNL for bid information please.
2. Director(Plg & NS)/(HRD)/(C&M)(FIN), BSNL, Board for bid information please.
3. All Sr DDGs & DDGs in BSNL, Corporate Office.
4. All Jt DDGs & ADGs & ADs in MM Cell of BSNL, Corporate Office.
5. President TEMA/TCDA



**Bharat Sanchar Nigam Ltd.**

(A Govt. of India Enterprise)

[B-148, Statesman House, Barakhamba Road, New Delhi-1]  
(MMT Section)

File No. 3-2/2002-MMT(Pt.)

Dated: 06.11.2003.

To

All Chief General Managers Telecom;  
Territorial Circles/Metro Distts/Regions/Projects Circles  
Training Centres/Task Force/Stores/NCES/Data Network/QA  
Telecom Factories

**Sub: Addendum-3 to the Manual of Procurement of Telecom Equipment and Stores (corrected upto June 2003).**

Kindly refer this office letter of even No. dated 08.07.2003 in which one copy of Manual of Procurement of Telecom Equipment and Stores (corrected upto June 2003) was forwarded. The following addition to the Hint for Clause 2 Section II of Chapter-3 is hereby issued.

"After issue of NIT, eligibility condition should not be changed."

Sd/-

(S.K. Bhattacharjee)  
ADG (MMX)

Copy to:

1. CMD, BSNL for favour of information please.
2. Director(Plg & NS)/(HRD)/C&M)/(Fin), BSNL for favour of information please.
3. All Sr. DDGs and DDGs in BSNL, Corporate office.
4. All Jt. DDGs, ADGs and ADs in MM cell of BSNL, Corporate office.
5. President TEMA/TCDA.

**BHARAT SANCHAR NIGAM LIMITED**  
*(A Govt of India Enterprise)*  
B-148, Statesman House, Barakhamba Road,  
New Delhi-110001

F.No.3-2/2004-MMT/Pt.III

Dated 15 June 2004

To

All Chief General Managers.  
Telecom Circles/Territorial Circles/Metro Districts/Maintenance  
Region/ Telecom Projects/Task Force/ Telecom Stores,  
Kolkata/Training Centers/ NCES/DATA Networks/Telecom  
Factories.


Sub: Addendum – 4 to the procurement of Telecom Equipment and  
Stores (corrected upto June 2003)

Kindly refer to this office letter of even number dated 08.07.2003 in  
which one copy of Manual of Procurement of Telecom equipment and  
stores (corrected upto June 2003) was forwarded. The following addition  
to the clause 12.1 as para (ii) of Section-II is hereby issued .

The existing clause 12.1 of section II “ Pursuant to Clause 7-----  
attached along with the bid” will be read as 12.1 (i).

**New Clause**

12.1 (ii) If a vender registered with NSIC under single point  
registration scheme claiming concessional benefits is awarded work  
by BSNL and subsequently fails to obey any of the contractual  
obligation, he will be debarred from any further work /contract by  
BSNL for one year from the date of issue of such order.

  
(S.P.SINGH)  
ADG (MMY)

Copy to :-

- 1) Director (Plg & NS), BSNL.
- 2) All Sr DDGs/DDGs of BSNL Corporate office.
- 3) All Jt. DDGs of BSNL Corporate Office.
- 4) Guard File/Master Copy.

118/C

***Bharat Sanchar Nigam Limited***

(A Govt. of India Enterprise)  
STATESMAN HOUSE, B-148, BARAKHAMBA ROAD  
New Delhi-110001

(MMT SECTION)

F.No.3-2/2004-MMT/Pt.III

Dated 23.08.2004

To  
All Chief General Managers,  
Telecom Circles/Territorial Circles/Metro Districts/  
Maintenance Region/Telecom Projects/TaskForce/Telecom Stores,  
Kolkata/Training Centres/NCES/DATA Networks/Telecom Factories

Subject: Addendum -5 to the procurement of Telecom Equipment & Stores (Corrected up to June 2003).

Kindly refer to this office letter of even number dated 08.07.2003 in which one copy of Manual of Procurement of Telecom Equipment and Stores (corrected up to June 2003) was forwarded.


The following amendment to the clause 6.2 Section -III of Procurement Manual is hereby issued with immediate effect.

**Existing clause:-**

Clause 6.2 of Section-III-"The delivery of the goods and documents shall be completed within 6 months from the date of issue of *Purchase Order*. First two months are for lead period and evenly distributed supply is expected in remaining four months. The actual delivery schedule will be given in purchase order." It will be read as :-

**Amended Clause:-**

Clause 6.2 of Section-III- "The delivery of the goods and documents shall be completed within 6 months from the date of issue of *Advance Purchase Order*. First two months are for lead period and evenly distributed supply is expected in remaining four months. The actual delivery schedule will be given in purchase order."

  
(S.P.Singh)  
ADG (MMY)

Copy to:-

1. CMD BSNL, Corporate Office New Delhi.
2. Director (Plg.&NS)/(Operation)/(C&M)/(HRD)/(Finance), BSNL Board. 28/8/04
3. All Sr.DDGs/DDGs of BSNL Corporate Office.
4. Guard File.

a/v

**Bharat Sanchar Nigam Limited**  
**(A Government of India Enterprise)**  
**Statesman House, B-148, Barakhamba Road, New Delhi-1**  
**(MMT Section)**

F.No. 3-7/2004-MMT/Pt

Dated : 17.12.2004

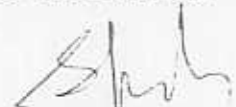
To

All Chief General Manager's  
Telecom Circles / Telecom Districts / Telecom Projects /  
Maintenance Regions / Task Force / Telecom Stores, Kolkata /  
NCES / Data Networks / Training Centres / Telecom Factories  
QA Circle / T&D Circle.

**Sub :- Elaboration of clause 12.1 of Section II of Manual of procurement of  
Telecom equipment.**

The clause Cited above has been approved by BSNL Board/Telecom Commission and incorporated in the Manual of procurement on the basis of earlier instruction of DOT issued vide No. 03-06/93-MMT Vol.III and 3-2/99-MMT Dated 4.5.99. As this provision of the clause is being misinterpreted by some of the participating bidders in BSNL tender, the need has been felt to elaborate it to give more clarity and the modified clause is produced below :-

**12.1 Pursuant to clause 7, the bidder shall furnish, as part of his bid, a bid security for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).** The bidders (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security up to the amount equal to their monetary limit or Rs. 50 Lakhs which ever is lower. In case of bidders having monetary limit as "NO LIMIT" or "WITHOUT LIMIT" or exceeding Rs. 50 Lakhs, the exemption will be limited to Rs. 50,00,000/- (Rupees Fifty Lakhs) only as per existing policy of BSNL. A proof regarding current registration with NSIC for the TENDERED Items will have to be attached along with the bid.

  
(S.P. Singh)  
ADG (MMY)

Copy to :-

CMD, BSNL, Corporate Office, New Delhi-I.  
Director (Plg & NS)/(Operations)/(HRD)/(C&M)/(Finance) BSNL Board.  
All Sr. DDGs/DDGs in BSNL Corporate Office.  
Guard File/Master Copy.



**Bharat Sanchar Nigam Ltd.**  
**(A Govt. of India Enterprise)**  
**[Statesman House, B-148, Barakhambha Road, New Delhi-1]**  
**(MMT Section)**

File No. 3-2/2004MMT/pt III

Dated 17.01.2005

To

All Chief General Managers, Telecom Circles/Territorial Circles/Metro Districts/Maintenance Region/Telecom Projects/Task Force/Telecom Stores, Kolkatta/Training Centres/NCES/ DATA Networks/Telecom Factories.


Sub:- Addendum-6 to the procurement of Telecom Equipment & Stores (corrected upto June, 2003.)

Kindly refer to this office letter of even number dated 08.07.2003 in which one copy of Manual of Procurement of Telecom Equipment and Stores (corrected upto June, 2003) was forwarded.

The following addendum to the clause at 14.4 of Section II of the procurement Manual is hereby issued with immediate effect.

**Clause 14.4 of Section II**

- (i) The Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same be attested by a Notary public and registered before Sub-Registrar of the states(s) concerned.
- (ii) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/institution/Body corporate.
- (iii) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

  
(S.P. Singh)  
ADG (MMY)

Copy to:-

- 1) CMD, BSNL Corporate Office, New Delhi.
- 2) Director (Plg & NS)/(Operation)/(C&M)/(HRD)/Finance
- 3) All Sr. DDGs/DDGS of BSNL Corporate Office
- 4) Guard File/ Master copy.

(Please refer amendment to this clause dtd 24.6.05)

**Bharat Sanchar Nigam Limited**  
**(A Government of India Enterprise)**  
**Statesman House, B-148, Barakhamba Road New Delhi-1**  
**(MMT Section)**

F.No 3-2/2004-MMT/Pl.III

Dated :- 27.1.2005

To

All Chief General Manager's  
Telecom Circles / Telecom Districts / Telecom Projects /  
Maintenance Regions / Task Force / Telecom Stores, Kolkata /  
NCES / Data Networks / Training Centres / Telecom Factories /  
QA Circle / T & D Circle.

**Subject:- Addendum-7 to the Procurement of Telecom Equipment & stores (corrected upto June 2003).**

Kindly refer to this office letter of even number dated 08.07.2003 in which one copy of Manual of Procurement of Telecom Equipment and stores (corrected upto June 2003) was forwarded.

In continuation of various Addendum/ Amendment issued to this Manual of Procurement, from this office, an **Addendum-7** is issued with immediate effect for **incorporating a new "Fall clause" 24 and amending existing clause 12.1 of Section-III**, which are given below :-

**Clause 24 of Section III - (Fall clause) - Added**

If at any time during the period of contract (within scheduled delivery period or during extension)

- a) Any vendor reduces the sale price, sells or offers to sell the same or similar equipment/service to any person or organization including Department of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract, he shall forthwith notify the price and date of such reduction to the purchaser ; OR
- b) It comes to the notice of purchaser regarding reduction of price for the same or the similar equipment/service ; OR
- c) The price received in a new tender for the same or the similar equipment are less than the prices chargeable under the contract.

The purchaser will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. The purchaser will also recover any excess amount already paid/payable to the vendor. In case the vendor does not accept the new price and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase the balance unsupplied quantity/service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.

*(Please refer amendment to this clause dated 1.8.05)*

**Clause 12.1 of Section-III - Existing clause**


This clause stipulates :

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

**Amended clause**

**Clause 12.1 Section-III**

- (i) Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the supplier in his bid.
- (ii) (a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time.
- (b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/duties for the supplies made from the date of enactment of revised duties/taxes.
- (c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
- (iii) Any increase in taxes and others statutory duties/levies after the expiry of scheduled delivery date shall be to the supplier account. However, benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.

  
(S.P. Singh)  
ADG (MMY)

Copy to :-

- (1) CMD, BSNL, Corporate Office, New Delhi-1.  
(2) Director (Plg & NS)/(Operations)/(HRD)/(C&M)/(Finance) BSNL Board.  
(3) All Sr. DDGs/DDGs in BSNL Corporate Office.



**Bharat Sanchar Nigam Ltd.**  
(A Govt. of India Enterprise)  
[Statesman House, B-148, Barakhamba Road, New Delhi-1]  
(MMT Section)

F. No.3-2/2004-MMT/Pt.-II

Dated: 1.4.2005

To

All Chief General Managers,  
Telecom Circles/Telecom Districts/Telecom Projects/Maintenance Regions/  
Task Force/Telecom Stores, Kolkata/NCES/ DATA Networks/Training Centres/  
Telecom Factories/QA Circle/T&D Circle.

**Subject: Amendment to clause 25(a) of Section II.**

The letter of even number issued on dated 31.3.2005 from this office on the subject cited above is hereby cancelled and withdrawn.


Amendment to clause 25(a) of Section II is issued afresh for implementation with immediate effect.

**Existing Clause 25(a) of Section II.**

"BSNL will have the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract".

**Amended Clause 25(a) of Section II.**

"BSNL will have the right to increase or decrease upto 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract or upto 25% of the additional quantity can be ordered within 2 (Two) months of the placement of purchase order and supplies obtained within the original scheduled delivery period".

  
(S.P. Singh)  
ADG(MMY)

**Copy for kind information to:**

1. CMD, BSNL, Corporate Office, New Delhi-1.
2. Director(Plg. & NS)/(Operations)/(HRD)/(C&M)/(Finance), BSNL Board.
3. All Sr. DDGs/DDGs in BSNL, Corporate Office.
4. CS & GM(Legal), BSNL.

  
12/4/05

**Bharat Sanchar Nigam Ltd.**

(A Govt. of India Enterprise)

[Statesman House, B-148, Barakhambha Road, New Delhi-11]  
(MMT Section)

File No.3-2/2004-MMT/Pt.-III

Dated: 03.06.2005

To

All Chief General Manager's  
Telecom Circles/Telecom Districts/Telecom Projects/Maintenance Regions/  
Task Force/Telecom Stores, Kolkata/NCES/ DATA Networks/Training  
Centres/Telecom Factories/QA Circle/T&D Circle.

Subject: Addendum -8 to the procurement of Telecom Equipment & Stores  
(corrected upto June 2003).

Kindly refer to this office letter of even number dated 08.07.2003 in which one copy of Manual of Procurement of Telecom Equipment & Stores (corrected upto June 2003) was forwarded.

In continuation of various Addendum/Amendment issued to this Manual of Procurement from this office, one clause 31(VIII) in Section II is added for incorporating a provision of review of the Bid submitted on the date of tender opening before its outright rejection.

**Clause 31(VIII) of Section II:-**

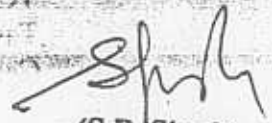
Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31(i), 31(ii) of Section II and clause 2(i) of Section IV though, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to Bid-opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender conditions if any.

Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted, by taking signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

The Incharge of the Bid opening team will mention the number of bids with name of company found unsuitable for further processing on the date of tender

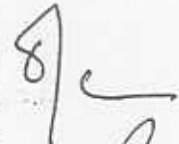
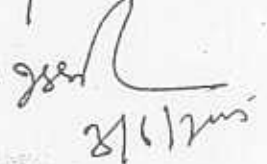
321  
opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the arguments of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the incharge of the Bid opening team will submit the case for review to competent authority CGM in circles and Director(Plg. & NS) in Corporate office as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to desirous participants to be present on the occasion.

  
(S.P. Singh)  
ADG(MMY)

Copy for kind information to:

1. CMD, BSNL.
2. Director(Plg. & NS)/(Operation)/(HRD)/(C&M)/(Finance), BSNL Board.
3. All Sr. DDGs/DDGs in BSNL, Corporate Office.

  
  
21/1/2005

**BHARAT SANCHAR NIGAM LIMITED**

(A Government of India Enterprise)  
Statesman House, B-148 Barakhamba Road  
New Delhi-110011

**F.No.3-2/2004-MMT/Pt.III**  
To

**Dated 24.06.2005**

All Chief General Managers.  
Telecom Circles/Territorial Circles/Metro Districts/Maintenance Region/  
Telecom Projects/Task Force/ Telecom Stores, Kolkata/Training Centers/  
NCES/DATA Networks/Telecom Factories./QA Circle/T&D Circle

Sub: Amendment to clause 14.4 (i) of Section II issued as Addendum-6 on  
17.01.2005.

Kindly refer to the subject cited above. An amendment to the  
Clause 14.4 (i) of Section II is hereby issued with immediate effect:

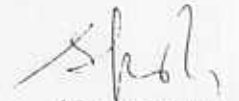
**Clause 14.4 (i) Section II**

**Existing Clause:**

- (i) The Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states (s) and the same be attested by a Notary Public and registered before Sub-Registrar of the State(s) concerned.

**Amended Clause:**

- (i) The Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states (s) and the same be attested by a Notary Public or registered before Sub-Registrar of the State(s) concerned.

  
(S.P. Singh)  
ADG (MMY)

Copy to:-

- 1) CMD, BSNL Corporate Office, New Delhi
- 2) Director (Plg. & NS)/(Operation)/(C&M)/(HRD)/(Finance).
- 3) All Sr.DDGs/DDGs of BSNL Corporate Office,
- 4) Guard File /Master Folder.

8/✓

**BHARAT SANCHAR NIGAM LIMITED**

(A Government of India Enterprise)  
Statesman House, B-148 Barakhamba Road  
New Delhi-110001

F.No.3-2/2004-MMT/Pt.III  
To

Dated 04.07.2005

All Chief General Managers.  
Telecom Circles/Territorial Circles/Metro Districts/Maintenance  
Region/ Telecom Projects/Task Force/ Telecom Stores,  
Kolkata/Training Centers/ NCES/DATA Networks/Telecom  
Factories./QA Circle/T&D Circle

Sub: Amendment to clause No.9.3 & 9.6 of Section II.

Kindly refer to the subject cited above. An amendment to the Clause 9.3 & 9.6 of Section II is hereby issued with immediate effect:

**Clause 9.3**

**Existing Clause**

The price 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

**Amended Clause.**

A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

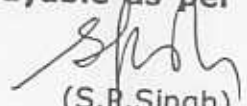
**Clause 9.6**

**Existing Clause:-**

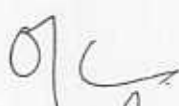
The price approved by BSNL for procurement will be inclusive of Levies and Taxes, packing, forwarding, freight and Insurance as mentioned in Para 9 .1 above. Breakup in various heads like excise duty, sales tax, insurance, freight and other taxes paid/payable as per clause 9.2 (i) is for the information of the purchaser and any change in these shall have no effect on price during the scheduled delivery period.

**Amended Clause:-**

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. Breakup in various heads like excise duty, sales tax, Insurance, freight and other tax paid/payable as per clause 9.2 (i) is for the information of the purchaser.

  
(S.P. Singh)  
ADG (MMY)

Copy to: -

- 1) CMD, BSNL Corporate Office, New Delhi
  - 2) Director (Plg. & NS)/(Operation)/(C&M)/(HRD)/(Finance).
  - 3) All Sr. DDGs/DDGs of BSNL Corporate Office,
- 



**Bharat Sanchar Nigam Limited**  
**(A Government of India Enterprise)**  
**Statesman House, B-148, Barakhamba Road New Delhi-1**  
**(MMT Section)**

F.No. 3-2/2004-MMT/Pl.III

Dated 01.08.2005

To

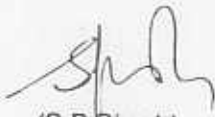
All Chief General Manager's  
Telecom Circles / Telecom Districts / Telecom Projects /  
Maintenance Regions / Task Force / Telecom Stores, Kolkata /  
NCES / Data Networks / Training Centres / Telecom Factories /  
QA Circle/ T & D Circle.

**Subject :- Amendment to Clause 24 of Section III (Fall Clause) to the Manual of Procurement (updated In June 2003).**

An amendment to the clause 24 of Section III (Fall Clause) is issued with immediate effect which will replace the existing clause issued as Addendum-7 vide this office letter of even number dated 27.01.2005.

**Amendment to Clause 24 of Section III ( Fall Clause) :-**

- 24.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 12.1 of Section III. Further, if at any time during the contract
- (a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service;
- and/or**
- (b) the prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract. the purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.
- 24.2(a) The vendor while applying for extension of time for delivery of equipment/ services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/organization including Department of central/ state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period."
- (b) In case under taking as in Clause 24.2 (a) is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

  
(S.P. Singh)  
ADG (MMY)

Copy to :-

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- (2) Director (Plg.&NS)/(Operation)/(C&M)/(HRD)/(Finance), BSNL.
- (3) All Sr. DDGs/DDGs of BSNL Corporate Office.