



Bharat Sanchar Nigam Limited
Office of the Chief General Manager Telecom,
Karnataka Circle, No.1 Swamivivekananda Road, Halasuru, Bangalore-8.

MM/10-16/2007-08/BTY DTD @ BG -8 THE 11-04-2008

AMENDMENT

Sub: This office NIT NO. MM/10-16/2007-08/ BTY Dtd 26-03-2008 which is to opened on 16.04.2008.

The following amendment is issued in respect of Tender for the procurement of **VALVE REGULATED LEAD ACID (VRLA) BATTERIES under the clause 10 (i) Section III** of the Tender Document as mentioned below:

EXISTING CLAUSE:

10. WARRANTY:

- 10.1 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 and drawings. 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, designs or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, 12 months after the stores have been taken over under clause 5.5 above.
- 10.2 If it becomes necessary for the contractor to replace or renew any defective portion / portions of the equipment under this Clause, the provisions of the Clause shall apply to portion/portions of the equipment so replaced or renewed or until the end of the above mentioned period of 12 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.

AMENDED CLAUSE:

10. WARRANTY:

- 10.1 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 and drawings. 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, designs or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. **This warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, 24 months after the stores have been taken over under clause 5.5 above.**
- 10.2 If it becomes necessary for the contractor to replace or renew any defective portion / portions of the equipment under this Clause, the provisions of the Clause shall apply to portion /

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portions of the equipment so replaced or renewed or until the end of the above mentioned period of 24 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.

ALL OTHER CONDITIONS REMAIN UNALTERED.

Sd/-
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