



Bharat Sanchar Nigam Limited

(A Govt. of India Enterprise)

Office of the General Manager Telecom

Itanagar, Arunachal Pradesh - 791 111

e-Tender

(Technical Bid)

Bid Document for

**Supply of Office Stationery Items in O/o the GMTD, BSNL, Itanagar,
Arunachal Pradesh SSA as per specification**

Tender Enquiry No: **WG-543/A/Plg/18-19/1**

Dated 13.08.2018

Due Date of Opening: **24/01/2019**

Validity of Offer: **180 days from the Date of Opening**

Cost of Bid Document	Rs. 1180/- Only inclusive of 18% GST
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SECTION I



Bharat Sanchar Nigam Limited
(A Govt. of India Enterprise)
Office of the General Manager Telecom,
Itanagar, Arunachal Pradesh

NOTICE INVITING e-TENDER

TE No.WG-543/A/Plg/2018-19/1

Date 30/08/2018

On behalf of BSNL, the General Manager Telecom, Arunachal Pradesh SSA, Sanchar Bhawan, Itanagar-791111 invite e-Tenders for supply of Office Stationery items in the office of GMTD, BSNL, Arunachal Pradesh SSA from firms having previous experience in supplying similar items in BSNL/MTNL/Central Govt./ State-Govt./Semi-Govt./ PSUs.

Name of Tender	Supply of Stationery Items in the Office of the GMTD, BSNL, Itanagar.	
Tender Enquiry No. &Date	No:WG-543/A/Plg/2018-19/1	Date: 13.08.2018
Estimated Cost	Rs.9(Nine) Lakhs	
Cost of Bid Document	Rs.1000 + 180 (GST @18%) = Rs.1180/- Only	
EMD	Rs.18,000/- (Eighteen Thousand) Only	
Tender Processing Fee	Rs.590/- incl. GST @18% to be paid to M/s ITI Limited, Kolkata through E-Payment gateway only. (0.04% of Tender Value/Estimated Cost subject to minimum cap of Rs.500/- and maximum cap of Rs.5000/- plus applicable GST)	
Bid/Document Downloading/Uploading	Start Date: 04/01/2019	End Date: 24/01/2019
	Start Time: 1000Hrs	End Time: 1459Hrs
Tender Closing Date and Time	Closing Date: 24/01/2019 Closing Time: 1500Hrs	
Date and Time of Opening of Tender (Technical Bid)	Date: 24/01/2019	Time: 1530Hrs
	Venue: Conference Hall, O/o GMTD, BSNL, Itanagar.	
Date and Time of Opening of Financial Bid	To be intimated later.	

Interested bidders may visit www.tenderwizard.com/BSNLKOL and participate in the e-tender.

Sd/-
AGM (Plg)
O/o GMTD, BSN, Itanagar,
Arunachal Pradesh

SECTION II

INSTRUCTIONS TO BIDDERS

1. Scope of Works:

Supply of office stationery items as per schedule of requirement mentioned in **Section IX**

2. Eligible Bidders :

- i) The bidder should have experienced in supplying similar items in BSNL/MTNL/Central Govt. / State-Govt./Semi-Govt./ PSUs.
- ii) The bidder should have a turnover of Rs.09 (Nine) Lakhs in the last financial year.

3. Cost of bidding:

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

4. Instructions for Online Bid Submission:

4.1 Bidders to submit the bids online through the www.tenderwizard.com/BSNLKOL.

4.2 Bidder should possess valid Digital Signature Certificate (DSC).

4.3 Bidder should do the enrolment in the e-tender website www.tenderwizard.com/BSNLKOL.

4.4 Bidder should download the vendor guidelines by clicking the “**Help Manuals / DSC / Application Forms / Circulars**” from the website and goes through the document in detail for getting step by step information about registration and participation in the e-tender procedure.

4.5 The bidders should provide the correct information including valid email id. All the correspondence shall be made directly with the bidders through email id provided.

4.6 Bidder need to login to the e-tender site through their user ID/ password chosen during registration.

4.7 Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by eMudhra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.

4.8 The DSC that is registered only should be used by the bidder and should ensure safety of the same.

4.9 Bidder may go through the tenders published on the site and download the required tender documents for the tenders he/she is interested in.

4.10 After downloading the tender document, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.

4.11 If any clarification is required, the same may be obtained online through the e-tender website, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.

4.12 Bidder should then log in to the site through the secured log in by giving the user id/ password chosen during registration and then by giving the password of the eToken/SmartCard to access DSC.

4.13 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender documents carefully and upload the documents as asked; otherwise, the bid will be rejected.

4.14 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However, if the file size is less than 1 MB the transaction uploading time will be very fast.

4.15 If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting, if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.

4.16 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under “Document Library” option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

4.17 (a) Cost of Bid Document(non-refundable) and EMD: Bidder should submit the cost of bid document and EMD in offline in the form of Demand Draft/Banker Cheque. Demand Draft/Banker Cheque should be prepared separately for Cost of Bid document and EMD in favour of “Account Officer (Cash), BSNL, Itanagar” payable at “SBI, Itanagar”. The original DD/BC should be posted/couriered/given in person to “AGM(Plg), O/o GM(Telecom), BSNL, Itanagar, Arunachal Pradesh-791111”, within the bid submission due date & time for the tender. Scanned copy should be uploaded as part of the offer.

Exemption of **Cost of bid document& EMD** will only be given to registered MSE bidders subject to submission of valid NSIC/MSME Registration Certificate and UAM Registration Certificate as given in **Clause 10**.

4.18 The bidder should ensure that the Demand Draft/Banker Cheque reach before the last date and time of submission as mentioned in the NIT. BSNL will not be responsible for any late delivery by courier/postal services and the bid will be summarily rejected, if the cost of bid document and EMD are not received before due date and time of opening of the tender.

(b) Tender Processing fee(non-refundable): The tender processing fee(non-refundable) @0.04% of tender value subject to minimum cap of Rs. 500/- and maximum cap of Rs. 5000/- plus applicable GST has to be paid online by the bidder through the e-tender website through E-Payment gateway to M/s ITI Limited, Kolkata, the Application Service Provider of our E-procurement portal www.tenderwizard/BSNLKOL for participation in the e-Tender through this portal. This is in addition to other statutory payments (e.g. Bid Cost, EMD, etc.) to the Tendering Authority.

4.19 The bidder has to select the payment option as offline to pay the cost of bid document and EMD as applicable and enter details of the instruments.

4.20 While submitting the bids online, the bidder should read all the terms & conditions and accepts the same to proceed further to submit the bid.

4.21 The details of the DD/BCor UAM Registration Certificate and valid Registration Certificate issued by NSIC/DIC/KVIC/KVIB/Coir Board/Directorate of Handicrafts and Handlooms or any other body specified by MSME in case of MSE bidder(a copy to be submitted for Exemption of Bid Cost & EMD) submitted in offline mode/physically sent, should tally with the details available in the scanned copy and the data entered during the time of bid submission. Otherwise submitted bid will not be accepted and summarily rejected.

4.22 Bidder has to download the bid document and then upload again using Digital Signature. The bidder has to digitally sign and upload the required bid documents one by one as indicated. **Bidders should note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.**

4.23 The following Form of bid document should be filled up, signed with seal, scanned and uploaded in the e-tender website by bidder:

- (i) Bid Form (Section-V)**
- (ii) Certificate of non-participation by family members (Section-X)**

4.24 If the price bid format is provided in a excel file, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid template must not be modified/replaced by the bidders else the bid submitted is liable to be rejected for this tender.

4.25 The bidders are requested to submit the bids through online e-tendering system well before the bid submission end date & time (as per Server System Clock). BSNL will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

4.26 After the final bid submission, the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

4.27 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

4.28 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & will not be viewable by any one until the time of bid opening.

4.29 Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender is opened by the authorized bid openers.

4.30 The confidentiality of the bids is maintained since the Secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

4.31 The bidder should logout of the tendering system using the normal logout option and not by selecting the (X) exit option in the browser.

4.32 For any queries regarding e-tendering process, the bidders are requested to contact / email as provided in the tender document.

5. Bid Document:

5.1 Bid Document includes:

- i) Notice Inviting Tender
- ii) Instructions to bidders
- iii) General condition (Commercial) of the contract
- iv) Special condition of contract, if any
- v) Schedule of requirement
- vi) Bid form and price schedule.
- vii) Performance Security bond Form
- viii) Letter of authorization to attend Bid opening
- ix) Check List

5.2 The Bidder is requested to examine all instructions, forms, terms and specification in bid documents. Failure to furnish all the information required as per bid documents and submission of the bids not substantially responsive to the Bid documents in every aspect will be at the bidder's risk and may result in rejection of the bid.

5.3 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser online. The Purchaser shall respond online to any request for clarification of the Bid Documents in given specific Date & Time and clarification by the Purchaser shall be sent to the prospective bidder online.

5.4 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document.

6. Documents required to be submitted for establishing Bidders Eligibility and Qualifications:

- i) Documentary proof in the form of copy of Purchase Order or Work Order to show that the bidder is having previous experience in supplying similar kind of items.
- ii) Turnover Certificate issued by concerned DDO or Account Officer for a minimum of Rs.09 (Nine) Lakhs in the last financial year.
- iii) Trading License or certificate of incorporation having validity on the date of Opening of Tender.
- iv) Partnership deed or articles/memorandum of association, if applicable.
- v) Copy of PAN Card of the firm or company/owner.
- vi) Income Tax Clearance Certificate or APST certificate (in case of exemption)
- vii) Copy of Valid GST Registration document and Registration Number.

7. Amendment to Bid document:

7.1 At any time prior to the date of submission of bid, BSNL may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.

7.2 The amendments shall be notified online only through corrigendum, if any.

7.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

7.4 Interested bidders are advised to check their registered e-mail regularly for Corrigendum(s), Addendum(s), clarifications issued, even after submission of bids, before the Tender Closing Date and Time. Bids are liable to be rejected straightaway if the bids are not submitted/re-submitted(uploaded) as per the amendment(s) to the e-Tender.

8. Bid Price:

8.1 The bidder shall give the total composite rate inclusive of all levies & taxes, packing, forwarding, freight and insurance in the Price Schedule. **Rate should be quoted for all the items otherwise the bid will be rejected summarily.**

8.2 The rate 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.

8.3 “DISCOUNT”, if any, offered by the bidders shall not be considered unless they are specifically indicated in the Price schedule. Therefore, the bidders desiring to offer discount shall modify their offers suitably while quoting and shall quote clearly net rate taking all such factors like Discount, free offer, etc. into account”.

9. Bid Security(EMD):

9.1 Bidder should submit the EMD in offline. The Demand draft/Banker Cheque should be prepared as per the amount mentioned in NIT in favour of “Account Officer(Cash), BSNL, Itanagar” payable at “SBI, Itanagar”. The original should be posted/couriered/given in person to “AGM(Plg), O/o GM(Telecom), BSNL, Itanagar, Arunachal Pradesh-791111”, within the bid submission due date & time for the tender. Scanned copy should be uploaded as part of the offer. The bidder should ensure that the demand draft/banker cheque reach before the last date and time of submission as mentioned in the NIT. BSNL will not be responsible for any late delivery by courier/postal services and the bid will be summarily rejected, if the cost of bid document and EMD are not received before due date and time of opening of the tender.

9.2 The successful bidder’s bid security will be discharged upon the bidders acceptance of the award of contract satisfactorily and furnishing the performance security.

9.3 The Bid Security may be forfeited:

- i) If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
- ii) If the successful bidder fails
 - a) To sign contract
 - b) To furnish performance security.
 - c) The bid security of unsuccessful bidder will be discharged / returned as early as possible, but not later than 30 days after the expiry of the period of bid validity.

9.4 If the bidder fails to submit EMD or the EMD is not received on or before the due date and time, the bid submitted by such bidder will be summarily rejected. Any postal delay will not be entertained.

10. Exemption from paying of Cost of Bid Document and EMD for MSE registered with NSIC/any other body specified by MoMSEM:

10.1 The bidders (Small Scale Units) who are registered with National Small Scale Industries Corporation under Single Point Registration Scheme are exempted from payment of Cost of bid document and EMD of the Tender.

10.2 Micro and Small Enterprises(MSEs) registered with MoMSME, District Industries Centres (DICs) /Khadi & Village Industries Commission(KVIC)/Khadi & Village Industries Board(KVIB)/Coir Board/National Small Industries Corporation/Directorate of Handicrafts and Handloom or any other body

specified by Ministry of Micro, Small & Medium Enterprises(MoMSME) as per MSMED Act 2006 , and further amendments for goods produced and services rendered shall be issued Tender Documents free of Cost and shall be exempted from paying EMD.

10.3 Any MSE registered bidders stated in 10.1 & 10.2 claiming exemption from the payment of Cost of bid document and bid security(EMD) shall submit a copy of the Registration Certificate of UAM.

10.4 In case of MSE, registration & declaration of UAM number in Central Procurement Portal (CPPP) is mandatory w.e.f. 01.04.2018. The bidders who fail to submit UAM number shall not be able to avail benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012 issued by MSME.

11. Format and signing of bid:

Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

12. Submission of Bid:

12.1 Bidder should log into the site www.tenderwizard.com/BSNLKOL well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission date and time.

12.2 Bidder should prepare and submit the cost of bid documents and EMD as per the instructions given in bid document. The details of the relevant instrument physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise the uploaded bid will be rejected.

12.3 While submitting the bids online, the bidder shall read the terms & conditions and accepts the same in order to proceed further to submit their bid.

12.4 Bidder shall select the payment option as offline to pay the cost of bid document and EMD and enter details of the relevant instrument.

12.5 Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.

12.6 Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

12.7 Utmost care shall be taken for uploading Bill of Quantity & Price Bid and any change/ modification of the price schedule shall render it unfit for bidding. Bidders shall download the BoQ in XLS format and save it without changing the name of the file. Bidder shall quote their rates in figures in white background cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the Bill of Quantity & Price Bid is found to be modified by the bidder, the bid will be rejected. The bidders are cautioned that uploading of financial bid elsewhere will result in rejection of the tender.

- 12.8** Bidders shall submit their bids through online e-tendering system well before the bid submission end date & time (as per Server System Clock). BSNL will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the last moment.
- 12.9** After the final bid submission in the e-tender portal, the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- 12.10** Bidder should follow the server time being displayed on bidder's dash board at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

13. Bid Opening

- 13.1** Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who chose to attend on opening date and time. Also the bidders can participate online during the bid opening process from their remote end through their dashboard.
- 13.2** The bidder's representatives, who are present, 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 (format is given in **Section VII**). **Copy of the Authorization Letter should be uploaded along with other required documents and also the authorized representative should possess a valid Proof of Identity document like Official ID, Aadhaar Card, Voter ID, Driving Licence, etc. to be produced on demand by BSNL.**
- 13.3** The date fixed for opening of bids, if subsequently declared as holiday by the Govt., the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered

14. 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.**

15. Bid Evaluation:

- 15.1** Bid Evaluation will be done in two stages i.e. Technical Bid Evaluation and Financial Bid Evaluation.
- 15.2** The "Technical Bid" will be evaluated first. Those bidders who are found to be technically qualified, their financial bid only will be opened at later date. The date & time of opening of "Financial bid" shall be conveyed to all the bidders who have qualified in technical bid and their representative shall be allowed to attend the financial bid opening.
- 15.3** BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.
- 15.4** If there is a discrepancy between words and figures, the amount in words shall prevail prior to detailed evaluation. BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which contains to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non responsive will be rejected by BSNL.
- 15.5** **BSNL** shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price offered inclusive of all levies and

charges as indicated in the price schedule. The lowest bidder will be decided on the value of "Grand Total" as mentioned the Price Schedule.

16. Award of Contract

16.1 BSNL shall consider placement of advance purchase order to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within ten (10) days of issue of advance purchase order, give his acceptance along with performance security in conformity with **Section VII** of the bid document.

16.2 The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into the contract with the bidder.

16.3 BSNL may award the tender to more than one supplier at the rates quoted by the lowest tenderer for each of the category.

17. Right to vary quantities:

17.1 BSNL reserves the right at the time of award of contract to increase or decrease up to 50% of the required quantity of items specified in the schedule of requirements without any change in unit price of the ordered quantity or other terms and conditions.

17.2 Validity of the Tender will remained operation for a period of 12 months from the date of signing of the agreement. It may be extended for another 6 months as per decision of GMTD.

18. 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 stage/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 for the Purchaser's action.

19. Signing of Contract:

19.1 Signing of Agreement shall constitute the award of contract on the bidder.

19.2 Upon the successful bidder furnishing the performance security, the BSNL shall discharge its bid security.

20. Annulment of Award:

Failure of the successful bidder to comply with the requirement of clause 17 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

21. Period of validity of bids:

i) The bid shall remain valid for 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.

ii) A bidder accepting the request of BSNL for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

SECTION III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. Application:

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by BSNL.

2. Performance Security:

2.1 The successful bidder shall be required to deposit an amount equal to 10% of the tendered value subject to maximum limit of Rs.5 Lakhs within 10 days of conveying BSNL's intention for accepting the bid as Performance security.

2.2 Performance security shall be submitted in the form of FD or Bank Guarantee (on Non-Judicial Stamp Paper of Rs.100/- or more as desired by Bank) issued by a scheduled bank and the Proforma provided in Section VII of the bid document.

2.3 Performance security will be discharged after completion of contractor's performance obligations under the contract.

2.4 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

3. Payment terms:

Payment will be made on submission of Bill along with sales tax, excise duty certificates etc. and deduction of income tax.

4. LD Charges:

LD is 2% of the value of the delayed supply for each week of delay or part thereof for a period upto 2 weeks and thereafter at the rate of 5% of the value of the delayed supply for each week of delay or part thereof for another 2 weeks of delay. If the delay is beyond 4 weeks the P.O. will automatically stand cancelled. The delayed supply should however be with the permission of the purchaser (grant of extension of time for supply).

5. Termination of Contract:

BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts, if the contractor fails to perform any other obligation(s) under the contract:

- i)** For Non-compliance of the contract
- ii)** Non-supply of material.
- iii)** For supplying substandard material.
- iv)** Not supplying within due date.

6. The materials not supplied by the supplier shall be purchased from the open market and the difference of amount if any shall be deducted from the supplier account/security deposit. The decision of the CGM in the matter shall be final and binding.

7. Termination of Insolvency:

BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contraction becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

8. Force Majeure:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is 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 events be entitled terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies 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.

9. Arbitration:

9.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the General Manager Telecom, BSNL, Itanagar, Arunachal Pradesh. 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 function of the General Manager Telecom, BSNL, Itanagar, Arunachal Pradesh or by whatever designation such officers may be called (herein after referred to as the said officer) and if the General Manager Telecom, BSNL, Itanagar, Arunachal Pradesh or the said officer is unable or unwilling to act as such than to the sole arbitration of some other person appointed by the CGM, NE-II Circle, Dimapur. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

9.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame marking and publishing the award. Subject the aforesaid 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 the clause.

9.3 The venue of the arbitration proceeding shall be Office of General Manager Telecom, BSNL, Itanagar, Arunachal Pradesh at Itanagar or such other place as the arbitrator may decide.

10. Set Off:

Any sum of money due and payable to the contractor (including security deposit refundable to him) under the contract may be appropriated by BSNL and set off the same against any claim of BSNL, for payment of a sum of money arising out of this contract or under any other contract made by contractor with BSNL.

11. Court Jurisdictions:

Any dispute arises out of this tender shall be responded within the jurisdiction of Itanagar court only.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

- 1.** The Special Conditions of Contract shall supplement the Instruction to Bidders contained in Section II and General (Commercial) 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.** In case the date fixed for opening of bids is subsequently declared as holiday by the Govt. Of India or there is bandh affecting functioning of office, 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.** BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
- 4.** BSNL reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
- 5.** No sub contracting is permissible by BSNL.
- 6.** The near relatives of all BSNL employees {non executive employees working in NE-II Circle (name of unit) and executive employees (also called Group A and Group B officers working in NE-II Circle (name of unit)) either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
 - i)** Members of a Hindu undivided family
 - ii)** They are husband and wife
 - iii)** The one is related to the other in the manner as father, mother, son(s), son's wife (Daughter-in-law), daughter(s), and daughter's husband (Son-in-Law), Brother(s), and brother's wife, sister(s) and sister's husband (brother-in-law).
- 7.** The tenderer(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all the directors of the company.

Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in concerned unit.
- 8.** BSNL reserves the right to counter offer price against price quoted by the bidder.
- 9.** The department may award the tender to more than one supplier at the rates quoted by the lowest tenderer for each of the category.
- 10.** No cash advance will be paid to the tenderer for procurement of material.
- 11.** The successful tenderer should not sub-contract the tender awarded.
- 12.** The successful tenderer should comply with the purchase order with in the time stipulated in purchase order.

13. Bulk purchase and piece-meal purchase carry same spirit so far as price aspect and execution of purchase orders are concerned.
14. The period of tender is valid for one year from the date of acceptance of tender and the department may extend the tender for six months with the consent of the successful tenderer at the same rate and at existing terms and conditions. So, the rate quoted by the bidder should be valid for one year.
15. The evaluation for lowest bidder will be made on “Grand Total” as mentioned in the Financial Bid(Price Schedule).
16. It will not be possible to stock all the required items for one year and therefore, the purchase order will be issued for every 3 months. The rate quoted by the bidder shall valid for one year. The approximate quantity of items required in a year is shown in **Section-IX.**

SECTION -V

BID FORM

Tender Enquiry No. :WG-543/A/Plg/2018-19/1

Date 13/08/2018

Due to Open on : 24.01.2019

Bidder's Ref. No. :

To:
The General Manager Telecom,
BSNL, Itanagar, Arunachal Pradesh

Dear Sir,

1. Having examined the condition of contract in bid document and specification, the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply Computer stationery and products in the Office of GMTD, BSNL, Itanagar in conformity with the condition of contract and specification for such amount as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.
2. We undertake to enter into agreement within 10 days of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. We undertake, if our Bid is accepted, to commence supplies within 7 days from the date of issue of your Purchase Order and to complete delivery, as specified in the contract within 10 days calculated from the date of issue of Purchase Order.
4. If our bid is accepted, we will obtain the guarantees of a Schedule Bank for a sum not exceeding 10% of the contract sum for the due performance of the contract.
5. We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
6. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
7. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
8. We understand that you are not bound to accept the lowest of any bid, you may receive.
9. Name and address of the Bidder :

Name of the Bidder :
 Address :
 Telephone No. :
 Mobile No
 E-mail ID(Active) :

Dated thisDay of2019

Signature

Duly authorized to signed the bid for and on behalf of

Witness.....

Address

Signature

SECTION -VI

FINANCIAL BID (PRICE SCHEDULE)

THE FINANCIAL BID (PRICE SCHEDULE) IS GIVEN IN SEPARATE EXCEL FILE IN E-TENDER WEBSITE.

BIDDERS SHOULD DOWNLOAD, PROPERLY FILLED UP AND THEN UPLOAD THEIR FINANCIAL BID IN THE EXCEL FILE USING DSC

SECTION -VII
PERFORMANCE SECURITY (GUARANTEE) FORM
[On Non-Judicial Stamp Paper of Rupees Hundred (Rs.100)]

In consideration of General Manager Telecom District, Bharat Sanchar Nigam Ltd, Itanagar (herein after called the GMTD, BSNL,Itanagar) having agreed to exempt (here in after called the said contractor (S) from the demand of security deposit/earnest money of Rs. on production of Bank guarantee for Rs. for the due fulfillment by the said contractor of the terms and condition to be contained in an agreement in connection with the contract for supply of _____,we, (Name of the Bank) (herein after referred to as " the Bank) at the request of (Contractors) do hereby undertake to pay to the GMTD,BSNL, Itanagar an amount of not exceedingagainst any lost or damage caused to or suffering or would be caused to or suffered by the GMTD,BSNL, Itanagar by reason of any breach by the said the contractor's of any of the terms and conditions contained in the said agreement.

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 GMTD,BSNL,Itanagar stating that the amount claimed is due by way of lost or damages caused to or would be caused to or suffered the GMTD,BSNL, Itanagar, reason of breach by the said contractor of any of the terms and condition contained in the said agreement or by reason of the contractor failure to performed said agreement. Any such demand made on the bank shall be conclusive as regarded the amounts due and payable by the bank under this guarantee where the decision of the GMTD,BSNL, Itanagar 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 Rs.

We undertake to pay to the GMTD,BSNL, Itanagar, any money so demanded not with standing any disputes raised by the contractor supplier in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and equivocal. The payment so made by us under the bound 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.

We (Name of the bank)..... further agree that the guarantee here in contained shall remained in full force and direct immediately for a period of one year from date herein further agrees to extend the same from time to time (One year after) so that it shall continue to be enforceable till all the dues of the GMTD,BSNL,Itanagar, under or by virtue of the said agreement fully paid and its claims satisfied or discharged or till GMTD,BSNL,Itanagar, certifies that the terms and condition of the said agreements have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee.

We (Name of the bank) further agree with the GMTD,BSNL, Itanagar, that the BSNL, shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary and of the terms and condition of the said agreement or to extend life of performance by the this said contractor (s) from time to time or to postpone for any time to time any of the powers exercisable by the GMTD,BSNL,Itanagar, against the said contractor(s) and to forbear or enforce any of the terms and condition 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, and or any omission on the part of the GMTD,BSNL,Itanagar Or any indulgence by the GMTD,BSNL,Itanagar 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 effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the contractor/Supplier.

This guarantee shall be irrevocable and the obligation of the bank here in shall not be conditional to any prior noticed by BSNL.

Date

For
(Indicating the Name of the Bank)

SECTION – VIII

**FORMAT FOR LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING
(To be uploaded in the e-Tender website and to reach on or before the date of bid opening)**

To,

The AGM(A&P),
O/o GMTD, BSNL, Itanagar
Arunachal Pradesh

Sub;- Authorization for attending bid opening on(date) in the tender of
.....

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

Order of preference	Name	Specimen Signature
---------------------	------	--------------------

1.

2.

Alternate Representative

Signature of bidder

Or

Officer authorized to signed 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 open may be refused in case authorization as prescribed above is not received.

3. The authorized person/bidder should possess a valid Proof of Identity document like Official ID Card issued by the firm, Aadhaar Card, Driving Licence, Voter ID, etc. & should be produced at the time of verification before entry into the Venue.

IT IS A SPECIMEN COPY.

BIDDER IS REQUESTED TO PREPARE A SEPARATE SHEET IN THEIR LETTER HEAD AS PER THIS PROFORMA AND PRODUCE THE SAME TO TENDER OPENING COMMITTEE FOR PERMISSION TO ATTEND THE BID OPENING PROGRAMME.

SECTION IX

SCHEDULE OF REQUIREMENTS

Sl. No.	Item	Descriptions, if any	Approx Qty	Unit
1	A4 paper (JK COPIER)	75 GSM, 500 page per ream	2170	Ream
2	Printed File cover	As per BSNL Spec	1000	Nos.
3	Demand Note	100 page per Book	140	Book
4	Phenyl	(Cross Chitra Fresh) 500ml	490	Bottle
5	Harpic	450 ml	90	Bottle
6	Lyzol	500 ml (650 ml)	110	Bottle
7	Bleaching Powder	300 gram	50	Packet
8	Cello Pen	Blue	250	Nos.
9	Cello Pen	Red	100	Nos.
10	Note Pad	Paper Kraft-No.33	140	Nos.
11	Marker Pen (Permanent)	Red	30	Nos.
12	Marker Pen (Permanent)	Blue	30	Nos.
13	Marker Pen (Permanent)	Black	30	Nos.
14	Marker Pen (Permanent)	Fine Tip)(Red)	40	Nos.
15	Marker Pen (Permanent)	Fine Tip)(Blue)	40	Nos.
16	Marker Pen (Permanent)	Fine Tip)(Black)	40	Nos.
17	Tag 6'		30	Bundle
18	Calculator	(12 Digit) 5'/5'	7	Nos.
19	File Flag	25mmX75mm(min.4Colours)	110	Nos.
20	Stapler Machine	Small-No.10	30	Nos.
21	Stapler Pin(Small)No.10	20 stapler box per Packet	50	Packet
22	Stapler Machine	(Medium)24/6	9	Nos.
23	Stapler Pin(Medium)24/6	20 stapler box per Packet	5	Packet
24	Gem Clip		20	Box
25	Cello Tape 2'		40	Nos.
26	Cello Tape 1'		15	Nos.
27	Envelope Medium	11/5	2200	Nos.
28	Envelope Big		70	Nos.
29	Envelope	A4 size	200	Nos.
30	Envelope FS	Legal Size	200	Nos.
31	Envelope	9/4 size	600	Nos.
32	Correction Pen		25	Nos.
33	Glue Stick	Kores	30	Nos.
34	Gum Bottle	700ml	10	Nos.
35	Stamp Pad	Big size	30	Nos.
36	Stamp Ink	100ml	12	Nos.
37	Register	No-40	5	Nos.
38	Register	No-30	20	Nos.
39	Register	No-20	20	Nos.
40	Register	No-16	17	Nos.
41	Register	No-12	25	Nos.
42	Register	No-10	25	Nos.
43	Register	No-8	25	Nos.

44	Register	No-6	25	Nos.
45	Register	No 20 Standard	5	Nos.
46	File Folder		100	Nos.
47	Both side Pen		60	Nos.
48	Collin	250ml	80	Nos.
49	Duster Cloth	Flannel - 9/15	35	Nos.
50	Highlighter	Blue	10	Nos.
51	Highlighter	Yellow	34	Nos.
52	Sealing Wax		5	Box
53	Tag (Nylon)	9'	35	Bundle
54	Single Punch (Handheld)	Kangaroo	25	Nos.
55	Cobra File		20	Nos.
56	Index File		20	Nos.
57	Scale/Ruler (Steel)	30 Cm	30	Nos.
58	Paper Cutter	20 Cm	30	Nos.
59	Pencil	Nataraj (Box with 10 pencils)	10	Nos.
60	Scissor	min. 6 Cm	12	Nos.
61	Rubber Band		3	Kg.
62	Note Sheet		500	Nos.
63	Glossy Paper	A4 Size	10	Nos.
64	White Board Marker Pen	Blue	10	Nos.
65	White Board Marker Pen	Red	6	Nos.
66	Poker		20	Nos.

SECTION X

(Certificate on Non-Participation of near relatives in the e-tender)

To,

The AGM (Plg),
O/o the GMTD, BSNL
Itanagar-791111

Sir,

Sub: No-Near Relative Certificate

Ref: Tender Enquiry No. _____ Dated _____

“I..... S/o
R/o.....hereby certify that
none of my near relative(s) of all Directors/Partners of M/s _____ as
defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case
at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right
to take any action as deemed fit/without any prior intimation to me.”

Definition of near relative:

- i. Members of a Hindu Undivided family
- ii. They are Husband & Wife
- iii. The one is related to the other in the matter as father, mother, son(s), and son's wife (daughter-in-law)
daughter's husband (son-in-law), brother(s) wife, sister(s) & sister's husband (brother-in-law)

Yours truly,

(Signature with seal)

Note: In case of proprietorship firm, certificate will be given by the proprietor. For Partnership Firm, certificate will be given by the all partners and in case of Limited company, by all the Directors of the company.

SECTION XI

CHECK LIST

- 1.** The bid document should be downloaded and then uploaded using DSC.
- 2.** The following Form of bid document should be filled up, signed with seal, scanned and uploaded in the e-tender website by bidder:
 - i)** Bid Form (Section-V).
 - ii)** Certificate of non-participation by family members (Section-X).
- 3.** The financial bid in excel format should be duly filled up and uploaded using DSC.
- 4.** Cost of Bid Document. Scan copy of DD/Banker Cheque to be uploaded in e-tender website and original to be sent to BSNL as per the procedure given in bid document.
- 5.** EMD. Scan copy of DD/Banker Cheque to be uploaded in e-tender website and original to be sent to BSNL as per the procedure given in bid document.
- 6.** Documentary proof in the form of Copy of Purchase Order or Work Order to show that the bidder is having previous experience in supplying similar kind of items.
- 7.** Turn Turnover Certificate issued by concerned DDO or Account Officer for a minimum of Rs.09 (Nine) Lakhs in the last financial year.
- 8.** Trading Licence or Certificate of Incorporation having validity at the time of Opening of Tender.
- 9.** Partnership deed or Articles/Memorandum of Association as the case may be.
- 10.** Copy of PAN Card of the firm or company/owner.
- 11.** Income Tax Clearance Certificate or AP ST Certificate (in case of exemption).
- 12.** Copy of valid GST Registration document and the Registration number.
- 13.** In case of MSE bidders, the following documents are to be submitted:-
 - (a) Valid copy of Registration Certificate issued by MoMSME/NSIC/DIC/KVIC/KVIB/Coir Board or Directorate of Handicrafts and Handlooms, or any other body specified by MoMSME.
 - (b) A copy of Udyog Aadhaar Memorandum (UAM).

NOTE: In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low internet bandwidth speeds.