

**BID DOCUMENT**

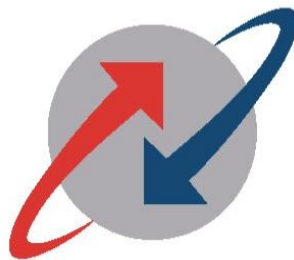
**Limited Tender  
for  
“Supply of  
Computer Consumable Items”  
in BSNL, NE-II Circle, Dimapur**

**Tender No.**

**CGMT /NE-II /06/Tender/IT/2018-19/2, dated 17-09-2018**

**O/o The Chief General Manager Telecom**

**NE-II Circle Dimapur**



**Bharat Sanchar Nigam Limited  
(A Government of India Enterprise)  
Office of The Chief General Manager Telecom  
BSNL, NE-II Circle Dimapur 797112**

## TABLE OF CONTENTS

<b>SECTION</b>	<b>CONTENT</b>	<b>PAGE NO.</b>
<b>QUALIFYING BID DOCUMENT</b>		
I	Notice Inviting Tender	03
II	Bid Form	04
III	Tenderer's Profile	05
IV	Instruction to bidders	06-15
V	General (commercial) conditions of the contract	16-20
VI	Special Terms and conditions	21
VII	Agreement	22-23
VIII	Letter of authorization for attending Bid opening	24
IX	Declaration Regarding near Relationship with BSNL employee	25
<b>FINANCIAL BID DOCUMENT</b>		
X	Financial bid	27
	Annexure A	28

## SECTION I

**Bharat Sanchar Nigam Limited**  
**(A Government of India Enterprise)**  
**O/o The Chief General Manager Telecom**  
**Ne-II Circle, Dimapur**

**CGMT /NE-II /06/Tender/IT/2018-19/2, dated 17-09-2018**

### LIMITED TENDER

Limited tender for “**Supply of Computer Consumable items**” in NE-II Circle on behalf of the Bharat Sanchar Nigam Limited are invited by CGMT, BSNL, NE-II CIRCLE, Dimapur for the work stated below for NE-II Circle in the jurisdiction of CGMT, BSNL, NE-II CIRCLE.

A	Last Date and Time upto which tenders shall accepted	: 14.00 hrs. of 23-10-2018
B	Date and time of opening tender	: 15.00 hrs. of 23-10-2018
C	Cost of Bid Document	: Rs 590/-
D	Bid Value	: Rs. 1,82,955/-
E	EMD	: Rs. 5,000/-

**Name & Address of firm to whom TENDER DOCUMENT ISSUED:**

1. M/s. Sunrise System, Jasoku Market, GS Road, Dimapur 797112.
2. M/s Yash Enterprise, GS Road Dimapur 797112.
3. M/s Muskan Marketing, Sihi Shopping Arcade, 2<sup>nd</sup> floor, flat no-7, Dimapur 797112.
4. M/s. M.P. Info System, Near Ram Janaki Hr. Sec. school Dimapur-797112
5. M/s. Galaxy Enterprise, K. Kire Colony, Kuda Village C-Khel, Dimapur-797112
6. M/s. Voice Commune, Opp. Christian Hr. Sec. School Nyamo Lotha road Dimapur-797112.
7. Upload in web ne2.bsnl.co.in under Tender

**ELIGIBILITY CONDITIONS:** As per Section IV Clause No. 7 (a) to (j).

The CGMT, BSNL, NE-II circle, Dimapur reserves the right to cancel all or any tender without assigning any reason.

**CHIEF GENERAL MANAGER TELECOM**  
**BSNL, NE-II Circle , Dimapur**

**SECTION II  
BID FORM**

**CGMT /NE-II /06/Tender/IT/2018-19/2, dated 17-09-2018**

To,  
CGMT NE-II Circle  
BSNL Telephone Exchange Building  
Behind Super Market  
Dimapur, Nagaland 797112

Dear Sir,

Having examined the condition of contract and specifications we, undersigned, offer to execute the Supply of Computer Consumables in NE-II Circle in conformity with conditions of contract and specifications as may be ascertained in accordance with the offer of prices attached herewith and made part of this Bid.

We undertake, if our bid is accepted, we will execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document.

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period of 120 days from the fixed for Bid opening (Qualifying Bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a format agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

Dated this.....day of.....(the year)

Signature of Authorized Signatory  
In capacity of.....

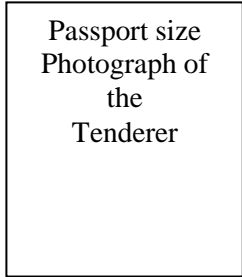
Duly authorized to sign the bid for and on behalf of .....

Witness .....

Address .....

Signature .....

**SECTION III**  
**TENDERERS PROFILE**



**General:**

1. Name of the tenderer/Firm.....
2. Name of the person submitting the tender whose Photograph is affixed  
Sh./Smt.....

**(In case of Proprietary/Partnership firms the tender has to be signed by Proprietor/Partner only as the case may be)**

3. Address of the Firm  
.....  
.....  
.....

4. Telegraphic Address .....
5. Tel. No. (with STD code) (O).....(Fax).....(R).....  
Mobile No. (if any) .....

6. Registration & incorporation particulars of the firm:

- i) Proprietorship
- ii) Partnership
- iii) Private Limited
- iv) Public Limited

**(Please attach attested copies of documents of registration/incorporation of year firm with the competent authority as required by business law)**

7. Name of Proprietor/Partners/Directors .....
8. Tenderer's bank, its address and his current account number .....
9. Permanent Income Tax number, Income Tax circle .....
- ..... (Please attach a copy of last income tax return)

**I/we hereby declare that the information furnished above is true and correct.**

Place:

Date:

Signature of tenderer / Authorised signatory .....

Name of the tenderer.....

## SECTION IV

### INSTRUCTION TO BIDDERS

#### A. INTRODUCTION:

##### 1. DEFINITIONS

- (a) Department
- Bharat Sanchar Nigam Limited
  - Department
  - Chief General Manager
  - Principal General Manager
  - General Manager
  - Deputy General Manager/Area Manager /
  - Director/Telecom District Manager
  - Divisional Engineer
  - Sub Divisional Engineer
  - Junior Telecom Officer
  - Chief Accounts Officer
  - Accounts Officer
  - Assistant Accounts Officer
  - Junior Accounts Officer
  - Including other officers in the Department, whatever designations assigned to them from time to time, who may be the in-charge of direction supervision, testing, acceptance and maintenance including their successor (s) in the office appearing in various clause shall be taken to mean the BSNL under the Ministry of Communication, Government of India.
- (b) The Circle Head
- (c) The jurisdiction (the Circle Head) of Circle
- (d) Representative of (the Circle Head)
- (e) Contract
- CGMT NE-II Circle Dimapur and his successors
  - The jurisdiction of CGMT means the area covered under BSNL, NE-II Circle, Dimapur
  - Representative of CGMT means officer and staff for the time being in
  - The term contract means, the documents forming the tender and deputed by the CGMT NE-II Circle, Dimapur for inspecting or supervising the work or testing etc. acceptance thereof and the formal agreement executed between the competent authority on behalf of the BSNL and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time, by the engineer in charge and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another. The expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether In the contract, the following expressions shall, unless the context otherwise requires, have the meaning, hereby respectively assigned to them. Temporary or permanent, and whether original, altered, substituted or additional.

- (f) The contractor – The contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- (g) Normal time or stipulated time – Normal time or Stipulated time means time means time specified in the work order to complete the work.
- (h) Extension of time – Extension of time means the time granted by the Department to complete the work beyond the normal time or stipulated time.
- (i) Date of Commencement of work – Date of Commencement of work means the date of actual commencement of work or 15 day from the date of issue of work order, whichever is earlier.
- (j) Due date of completion – Due date of completion shall be the date by which the work shall be completed at site including clearance of site.
- (k) Duration of completion of work – The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.
- (l) Excepted risk – Excepted risk are risk due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of BSNL damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which, the contractor has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the BSNL of the part of the work, in respect of which a certificate of completion has been issued.

2. **ELIGIBILITY OF BIDDERS:**

The invitation of bids is open to all eligible contractors as per their eligibility mentioned in NIT of this tender document.

**B. THE BID DOCUMENTS**

3. **BID DOCUMENTS:**

3.1 The work to be carried out, goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include.

3.1.1 **Qualifying bid:**

- 3.1.1.1 Notice Inviting Tender.
- 3.1.1.2 Bid Form.
- 3.1.1.3 Tenderer’s Profile.
- 3.1.1.4 Instruction to Bidders.
- 3.1.1.5 General (Commercial) Conditions of the contract.
- 3.1.1.6 Special Conditions of Contract.
- 3.1.1.7 Agreement (Sample).

3.1.1.8 Letter of Authorization for Attending Bid Opening.

3.1.1.9 List of Documents to be submitted along with the Qualifying bid.

**3.1.2 Financial Bid**

3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidders risk and shall result in rejection of the bid.

**4. QUERIES ON BID DOCUMENTS:**

A prospective bidder, requiring any clarification of the Bid Documents shall notify the Department in writing or by fax. The department shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 7 days prior to the date for the opening of the bids. Copies of the query (Without identifying the source) and the clarifications by the department shall be sent to all the prospective bidders who have purchased the bid documents and all such clarifications issued by the Department will form part of the bid document.

**5. AMENDMENT OF BID DOCUMENTS:**

5.1 At any time, prior to the date for submission of bids, the department may, for any reason whether suo motto or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.

5.2 The amendments shall be notified in writing or by telex or FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the department and these amendments will be binding on them.

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

**C. PREPARATION OF BIDS**

**6. COST OF BIDDING:**

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

**7. DOCUMENTS ESTABLISHING BIDDERS ELIGIBILITY AND QUALIFICATIONS:**

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



- a. Demand Draft in favour of A.O. (Claims) O/o CGMT NE-II CIRCLE, Dimapur in Respect Of Earnest Money Deposit from an amount of Rs. 5000/- (Five Thousand Only).
- b. Tenderer should have PAN No. in the name of firm / proprietor as applicable.
- c. Tenderer should have PAN Based GST registration
- d. Tender Document (S), In Original, Duly Filled In and Signed By Tenderer Or His Authorized Representative Along With Seal On Each Relevant Page. All Corrections And Overwriting Must Be Initialed With Date By The Tenderer Or His Authorized Representative.
- e. The Affidavit On Stamp Paper in case of Proprietorship firm In Original Or Attested Copy/Authenticated Copy (Duly Registered) Of Partnership Deed In Cases Of Partnership Firm.
- f. Bid Form, Duly Filled In, As Per Section II.
- g. Tenderer's Profile, Duly Filled In, As Per Section III of The Tender Document For All The Related Items. Tenderer should have submitted a copy of last Income Tax Return.
- h. Original "Power Of Attorney" In Case Person Other Than The Tenderer Has Signed The Tender Documents.
- i. Tenderer should have submitted declaration regarding no near relationship with BSNL employee on Non-Judicial stamp paper of Rs. 10/-.
- j. Tenderer should submit the all document duly attested by Gazetted Officer / Notary.

8. **BID SECURITY:**

- 8.1 The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount of Rs. 5000/- (Rs. Five Thousands Only). No interest shall be paid by the Company on the bid security for any period, what so ever.
- 8.2 The bid security is required to protect the Company against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to para 8.7.
- 8.3 Bid security shall be paid in the form of crossed demand draft issued by a scheduled bank, drawn in favour of Accounts Officer (Claim), BSNL, O/o CGMT NE-II Circle, Dimapur, Nagaland payable at Dimapur.
- 8.4 A bid not secured in accordance with para 8.1 & 8.3 shall be rejected by the Company as non-responsive.
- 8.5 The successful bidder's bid security will compulsorily be converted to part performance security deposit.
- 8.6 The bid security shall be forfeited:
  - 8.6.1.1 If a bidder withdraws his bid during the period of bid validity specified in the bid document or

8.6.1.2 If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the Company or

8.6.1.3 In case of a successful bidder, if the bidder fails to sign the agreement in accordance with clause 25.

9. **BID PRICES:**

9.1 The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding, freight and insurance. The offer shall be firm in Indian Rupees.

9.2 Prices shall be quoted by the bidder only in the proforma at Annexure-A of Financial Bid strictly. Prices quoted at any other place shall not be considered.

9.3 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.

9.4 Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the annexure of financial Bid. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc into account.

10. **PERIOD OF VALIDITY OF BIDS:**

10.1 Bid shall remain valid for 240 day from date of opening of the bid (Qualifying Bid). **A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE COMPANY AS NON-RESPONSIVE.**

10.2 The Company reserves the right to request the lowest 3 bidders as per read out list on the opening day to extend the bid validity for a period of further 120 days and the bidder has to necessarily extend the bid validity. Refusal to extend the bid validity will result in forfeiture of the bid security. A bidder accepting the request and extending the bid validity **will not be permitted to modify his bid.**

11. **SIGNING OF BID:**

11.1 The bidder shall submit, as a part of his bid, the bid documents (in original) duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract. **(Note: The tenderer is advised to keep a photocopy (at his own cost) of the bid documents for his own reference.)**

11.2 The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed with date by the person or persons signing the bid.

#### **D. SUBMISSION OF BIDS:**

##### **12. Method of preparation of bid:**

12.1 Bid for each tender should be submitted in **two** envelopes placed inside a main cover. These envelopes should contain the following:

<b>Envelope</b>	<b>Marked on the Cover</b>	<b>Contents of Envelope</b>
First	Qualifying Bid	Containing documents as per clause 7 along with bid security.
Second	Financial Bid	Rates duly quoted by the tenderer in the prescribed format (Annexure A)

On all these envelopes the name of the firm and whether “Qualifying” OR “Financial” bid must be clearly mentioned and should be properly sealed (with sealing wax/Packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing wax/Packing PVC tape). The tenders which are not submitted in above mentioned manner shall be summarily rejected.

12.2 All envelopes (2 inner & one outer) must bear the following:

**Tender for “Supply of Computer Consumable items” in NE-II Circle**

**“NOT TO OPEN BEFORE (DUE DATE OF TENDER)”**

**(CGMT /NE-II /06/Tender/IT/2018-19/2, dated 17-09-2018)**

12.3 The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.

12.4 Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.

##### **13. SUBMISSION OF BIDS:**

13.1 Tender should be dropped in person in the tender box placed in the office of **AGM (EB), O/o CGMT, BSNL, NE-II CIRCLE, DIMAPUR, NAGALAND** before the closing (date & time) of tender, as mentioned in NIT. The tenderer is to insure the delivery of the bids at the correct address. The Company shall not be held responsible for delivery of bid to the wrong address. The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented in person after the sealing of box will not be received by **AGM (EB), O/o CGMT, BSNL, NE-II CIRCLE Dimapur** or by any of the subordinates or will not be allowed to be deposited in the tender box.

13.2 **Postponement of Tender opening:** Whenever it is considered necessary to postpone the opening date of tenders, quick decision must be taken and communicated to the tenderers who have

purchased the tender documents and shall be at least one day before the original date of opening. The reasons for postponing the tender shall be recorded in writing. Such notice of extension of date of opening shall also be put-up on the notice board and also published in the newspapers in which original NITs have been published. If the date of opening of bids is declared as holiday, the bids will be opened on the next working date at the same time and venue.

- 13.3 The BSNL if subsequently declares date fixed for opening of bids as holiday, 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.

**14. LATE BIDS:**

- 14.1 Tenders will not be received after the specified time of closing of the tender and the same shall be **rejected and returned unopened to the bidder**. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

**15. MODIFICATIONS AND WITHDRAWAL OF BIDS:**

- 15.1 The bidder may modify or withdraw his bid after submission and before opening, provided that the intimation is deposited by the bidder in a properly sealed envelope (With Wax/Packing PVC tape) in the tender box, before the scheduled time & date for closing of tender.

- 15.2 No bid shall be modified subsequent to the deadline for submission of bids.

**E. BID OPENING AND EVALUATION:**

**16. OPENING OF BIDS BY THE COMPANY:**

- 16.1 The Company shall open the bids in the presence of bidders or his authorized representatives who choose to attend, at 15.00 Hrs on due date. The bidder's representatives, who are present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening (A format is given in **section-VIII**).

- 16.2 A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.

- 16.3 The Bids shall be opened in the following manner:

16.3.1 The bid opening committee shall count the number of bids and assign serial numbers to the bids. For example, if 10 tenders have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the outer envelopes of all the bids with date.

16.3.2 The envelopes containing the tender offer and not properly sealed, as required vide para 12.1 shall not be opened and shall be rejected outright. Closing the cover by gum will not be treated as sealed cover. The reasons for not opening such tender offers shall be recorded on the face of the envelope and all the members of bid opening committee shall initial with date.

- 16.3.3 First the outer envelope containing the two envelopes be opened. The bid opening committee shall initial on both the two envelopes with date.
- 16.3.4 Among these two envelopes, the envelope marked “**QUALIFYING BID**” shall be opened first. and papers/documents submitted by the bidder shall be examined and recorded by the TOC. After opening the qualifying bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members.
- 16.3.5 (After recording of the “Qualifying Bid” the TOC will place all the Financials bids submitted by the bidder in an envelope and will seal it with a wax for keeping in safe custody.)
- 16.4 The Financial Bid shall be opened in the following manner:
- 16.4.1 The envelope marked “**Financial Bid,**” will be opened only for qualified tenders in “**Qualifying bid**”.
- 16.4.2 The date and time of opening of “Financial bid” shall be conveyed to all the bidders who have qualified in Qualifying Bid and their representative shall be allowed to attend the financial bid opening.
- 16.4.3 After opening the “Financial Bid” the bidder’s name, bid prices, modifications, bid withdrawals and such other details as the Company, at its discretion, may consider appropriate, will be announced at the opening.
- 16.4.4 In case there is discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quote in words shall prevail.

#### **17. CLARIFICATION OF BIDS BY THE COMPANY:-**

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

#### **18. PRELIMINARY EVALUATION:-**

- 18.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 18.2 If there is discrepancy between words and figures, the amount in words shall prevail, **if the Contractor does not accept the correction of the errors, his bid shall be rejected.**
- 18.3 Prior to the detailed evaluation, the BSNL will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without deviations. The Company’s

determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

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

**19. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**

19.1 The Company shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 18.

19.2 The evaluation and comparison of responsive bids shall be on the rates offered by the bidders in the prescribed proforma of financial bid.

**20. CONTACTING THE COMPANY :**

20.1 Subject to clause 17 no bidder shall try to influence the Company on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.

20.2 Any effort by the bidder to modify his bid or influence the Company in the Company's bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid.

**21. AWARD OF CONTRACT:-**

21.1 The Company shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable.

21.2 The work against the tender is for requirement and the terms and conditions of this tender shall be operative for a period of 120 days from the date of signing of agreement between the Company and the contractor.

**22. COMPANY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:-**

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

**23. ISSUE OF LETTER OF INTENT:-**

23.1 The issue of letter of intent shall constitute the intention of the Company to enter in to the contract with the bidder. Letter of intent will be issued as offer to the successful bidder.

**23.2** The bidder shall within 15 days of issue of letter of intent, give his acceptance.

**24. SIGNING OF AGREEMENT:**

24.1 The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the Company within a week of submission

24.2 As soon as the tender is approved by the competent authority, the Bid Security deposited by the successful bidder shall be compulsorily converted in to the Performance security deposit and additional amount equivalent to 2.5% of bid has to be deposited by bidder either in form of DD / PBG before signing of Agreement. This will remain with BSNL till completion of Tender Period. The PBG submitted so shall be valid for One Year as date of signing of Agreement.

**25. ANNULMENT OF AWARD:**

Failure of the successful bidder to comply with the requirement of clause 24 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event, the Company may make the award to any other bidder at the discretion of the Company or call for new bids.

**26. DECLARATION REGARDING NEAR RELATIONSHIP WITH BSNL EMPLOYEE:**

The bidder shall submit a declaration on a non-judicial stamp paper regarding his/her/their near relationship with BSNL employee, if any, in the format prescribed in Section VI of the bid document, confirming that none of his/ her/ their near relative is working in the unit(s) of BSNL, as defined below where he/ she/ they is/are going to apply for tender. In case of proprietorship firm, certificate shall 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/ PO/ Work will be cancelled and the bid security/ performance security deposit will be forfeited at any stage whenever it is noticed and the BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as:

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as Father, Mother, Son(s) & Son's wife (Daughter in law), Daughter(s) & Daughter's husband (Son in law), Brother(s) & Brother's wife (Sister in law), Sister(s) & Sister's husband (Brother in law).

## SECTION V

### GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1. The sealed tenders on behalf of the Bharat Sanchar Nigam Limited are invited by CGMT NE-II Circle , Dimapur for the “Supply of Computer Consumable items” in NE-II Circle” from eligible contractors only i.e. contractors satisfying all the eligibility conditions stated below.
2. The tender in sealed cover addressed to Chief General Manager Telecom NE-II Circle Dimapur shall be accepted up to 14.00 hrs sharp of 23-10-2018 in the chamber of A.G.M. (EB) O/o CGMT, BSNL, NE-II Circle, Dimapur. The tender shall not be accepted after due date and time.
3. The tender will be opened at 15.00 hrs dated 23-10-2018 in the presence of tenderers who may choose to be present at their own cost at the time of tender opening.
4. If any of the last dates mentioned in this tender document becomes a holiday due to any unforeseen reason, the said last date shall in such a case would become on the next working day.
5. **ELIGIBILITY CONDITIONS:** -  
Conditions as per 7 (a) to (j) of section IV.
6. **THE TENDERS NOT ACCOMPANYING THE FOLLOWING DOCUMENTS ARE LIABLE TO BE REJECTED AT THE TIME OF TENDER EVALUATION.**
  - a. Demand Draft in favour of A.O. (Claims) O/o CGMT NE-II CIRCLE, Dimapur in Respect Of Earnest Money Deposit for an amount of Rs. 5000/- (Five Thousand Only).
  - b. Tenderer should have PAN No. in the name of firm / proprietor as applicable.
  - c. Tenderer should have PAN Based GST registration
  - d. Tender Document (S), In Original, Duly Filled In and Signed By Tenderer Or His Authorized Representative Along With Seal On Each Relevant Page. All Corrections And Overwriting Must Be Initialed With Date By The Tenderer Or His Authorized Representative.
  - e. The Affidavit On Stamp Paper in case of Proprietorship firm In Original Or Attested Copy/Authenticated Copy (Duly Registered) Of Partnership Deed In Cases Of Partnership Firm.
  - f. Bid Form, Duly Filled In, As Per Section II.
  - g. Tenderer’s Profile, Duly Filled In, As Per Section III of The Tender Document For All The Related Items. Tenderer should have submitted a copy of last Income Tax Return.
  - h. Original “Power Of Attorney” In Case Person Other Than The Tenderer Has Signed The Tender Documents.
  - i. Tenderer should have submitted declaration regarding near relationship with BSNL employee on Non-Judicial stamp paper of Rs. 10/-.



- j. Tenderer should submit the all document duly attested by Gazetted officer/Notary.
7. The earnest money of Rs. 5000/- in the form of D.D in favour of Accounts Officer (Claims) BSNL O/o CGMT, BSNL, NE-II CIRCLE, Dimapur has to be attached in original with the tender form.
8. Tenderer's in exceptional circumstance can also place demand draft towards the payment of earnest money along with their tender.
9. The tenderers will have to quote the rates in Annexure-A of this prescribed form attached with financial bid, only issued by the BSNL. The rate should be quoted inclusive of all taxes, in figures as well as in words.
10. The contractor shall quote the rates inclusive of all charges/taxes. The BSNL shall pay only the rates quoted and agreed through this tender.
11. The tenderers are advised not to mutilate or erase the figures, correction if any in the tender form should be signed in full otherwise the tender shall be liable for the rejection.

**12. CONDITIONAL AND INCOMPLETE TENDER SHALL BE REJECTED.**

13. If any information furnished by the tenderer is found to be incorrect at any time, his contract shall be liable to be terminated without giving any notice and his earnest money and the other deposits shall be forfeited.

**14. The court case, if any, shall be entertained at Dimapur City, Nagaland jurisdiction only.**

15. The tenderers signing the tenders in case of firms should specify whether they are signing as (i) sole proprietor (ii) partner (iii) under power of attorney (iv) Director, Manager or secretary etc. as the case may be. Copies of the documents authorizing the signing authority to sign the tender shall have to be attached with the tender form.
16. The accepted rates shall be operative for a period of 120 days from the date of agreement. The Chief General Manager Telecom, BSNL, NE-II Circle Dimapur reserve the right to reduce or extend the period of contract on the same terms and conditions if necessary according to the requirement.
17. If any tender is withdrawn before finalization of the tender, the earnest money of such a tenderer is liable to be forfeited.
18. The contractor shall not engage any BSNL employee regular/casual for getting the job executed.
19. The Chief General Manager Telecom, NE-II Circle Dimapur reserves the right to reject, accept, prefer any tender or all tenders without assigning any reason and may or may not accept the lowest or any tender.
20. The BSNL reserves the right to carry out the work stated in this tender, in part or full through any other contractor/Agency or contractors.

The BSNL also reserves the right to appoint one or more contractors for the job.

21. The contractor will employ sufficient labours for carrying out the work efficiently and handling valuable items without any damage.
22. The BSNL will not take any responsibility of providing any facility to the labours employed by the contractor.
23. The contractor shall not employ any person below the age of 18 years to carry out the work awarded through this tender. In addition to this the contractor shall ensure not to violate any labour Law in the execution of work.
24. The approximate quantum of each item of work is mentioned in Annexure-A of this tender document, CGMT, BSNL, NE-II CIRCLE, Dimapur reserves the full right to increase or decrease the quantum of work in the interest of BSNL for any or all items of work.
25. All material supplied to the contractor by the BSNL shall always remain the absolute property of the BSNL and shall be open to inspection by Chief General Manager Telecom District, BSNL, NE-II Circle Dimapur or his authorized representative.  
In case of any damage to the material supplied to the contractor, any shortage in the material supplied to the contractor, any damage caused by the contractor what so ever etc, the contractor shall have to make good all the damages, all the losses etc caused by him. Alternatively, the BSNL shall have the liberty to get repaired the damages, make good the losses etc and deduct corresponding charges from the running Bills/Security of the contractor including overhead charges.
26. The BSNL reserves the right to reject the lowest/any tender without assigning any reason.
27. The contractor shall indemnify the BSNL against all damage charges and expenses for which the BSNL may be held liable to pay on account of the negligence of the contractor or his servant or any person under his control whether in respect of injury to the person, damages to the property of the public or otherwise and against all claims and demands in respect thereof.
28. In every case in which by virtue of the provision of workman's compensation act the BSNL is obliged to pay compensation to workman employed by the contractor in execution of work, the BSNL will be entitled to recover from the contractor the amount of compensation so paid.
29. This tender is valid for NE-II Circle only. No other Circle, organization or office can operate this tender.
30. The tenderer shall have to accept all conditions of this tender document, failing which his tender shall be liable for rejection. The tenderer shall express his acceptance to all conditions of this tender document by signing at the designated place on each page of this document starting from page No. 2.
31. The BSNL reserves the right to seek clarification from the contractor in respect of any document/statement submitted by him.

The contractor shall have to provide all clarifications to the best of his ability.

32. The BSNL also reserves the right to negotiate the rates to reduce the BSNL expenditure to the minimum level.

33. IT HAS BEEN OBSERVED THAT FEW TENDERERS FILE THE TENDER WITHOUT FULFILLING THE NIT/TENDER DOCUMENT CONDITION; WHERE AS THE NIT CLEARLY STATES THAT THE TENDERS ARE INVITED FROM ELIGIBLE CONTRACTORS ONLY. THIS CAUSES DELAY IN FINALIZATION OF THE TENDER AND EVEN RESULTS IN THE CANCELLATION OF THE TENDER (SPECIALLY IF SUCH A TENDERER HAPPENS TO BE THE LOWEST ONE) THEREBY CAUSING RE-TENDERING AND/OR DELAYING THE BSNL WORK BADLY.

IN ORDER TO PREVENT THIS, THE EARNEST MONEY OF THE TENDERER WHO IS NOT ABLE TO SATISFY THE TENDER DOCUMENT CONDITIONS EVEN AFTER THE WRITTEN COMMUNICATION FROM THE BSNL TO DO SO, IS LIABLE TO BE FORFEITED.

34. No additional payment will be made for working beyond any fixed working hours or on Sundays or Holidays.

35. The contractor will comply with the police, municipal and other regulations and orders relating to such work.

36. The BSNL reserves the right to suspend any scheduled item/items of work temporarily or permanently.

37. For the day-to-day working convenience of the BSNL the approved contractor shall have to submit his local address and telephone number so that contact can be established with him in case of need.

**The local address and the telephone number can however be of any place within BSNL, NE-II Circle.**

38. The CGMT, BSNL, NE-II CIRCLE Dimapur shall have the right to take any decision in respect of this tender not covered by any of the conditions stated in this document in order to comply directions issued from BSNL H.Q. from time to time.

39. AFTER FINALIZATION OF THE TENDER, THE BSNL SHALL ISSUE 'LETTER OF INTENT' OF THE TENDER TO THE SUCCESSFUL TENDERER TO DEPOSIT THE SECURITY MONEY WITH THE BSNL.

40. The earnest money will be refunded to the unsuccessful tenderers in due course in accordance with the rules of the BSNL for which stamped pre-receipt may be submitted after finalization of tender.

41. The earnest money of the successful tenderer will be kept as Security Deposit with Accounts Officer (Claim), O/o CGMT, BSNL, NE-II Circle Dimapur.

In addition to the earnest money, being kept with the BSNL, as security deposit, the approved contractor shall also have to deposit the additional security amount to make the total security amount (including

EMD amount) with the BSNL equivalent to 10% of the work award value. The contractor shall however be permitted to submit the bank guarantee of the equivalent amount towards additional security deposit that he has to pay.

The contractor shall have to deposit the additional security amount (or the equivalent bank guarantee) with the BSNL within a maximum of 15 days of issue of “Letter of Acceptance” of tender, failing which his tender shall be liable to be rejected and earnest money liable to be forfeited.

42. The Security Money will be refunded to contractor only on successful completion of the complete work and after the period the tender is over.
43. The BSNL will not be liable to pay any interest on the earnest money/Security deposit that is in its custody.
44. BSNL also reserves the right to forfeit the earnest money and the security deposit if the contractor fails to comply with the agreed terms and conditions of the contract.

**PAYMENT OF BILLS: -**

45. The monthly bills duly completed should be submitted up to 15<sup>th</sup> of next month.
46. The bills should be verified by unit officer concerned regarding the satisfactory performance/ any shortcoming/penalty etc.
47. The payment will only be made after submission of PAN based GST registration.

**RISK & COST: -**

48. In the event of the contractor, failing to execute the work to the full satisfaction of the BSNL The BSNL reserves the following rights: -
  - (i) To reject any part of the work executed and with hold payment of such inferior quality of work, till such time the defects are rectified to the full satisfaction of the BSNL
  - (ii) In case the contractor does not perform to the full satisfaction of the BSNL even after giving one-month notice, his contract shall be terminated after the lapse of one month. The decision of the BSNL shall be final and binding on the contractor.

**ARBITRATION**

In respect of any dispute arising out in connection with the misinterpretation of any clause in the terms and conditions of the contract as well as agreement, the matter shall be referred to CGMT NE-II, BSNL, CIRCLE, Dimapur to decide the case by appointing an arbitrator. The appointment of such an arbitrator shall not be questioned by the contractor on the ground that arbitrator belongs to the BSNL

**The provision of the arbitration and conciliation Act-1996 or any statutory modification or re-enactment thereof and the rule made there under and for the time being in force shall apply to the arbitration proceedings under this clause**

## SECTION VI

### **Special Terms and Conditions**

Terms and conditions given below in detail may be read carefully. The contractors are to sign the token of acceptance of the terms and conditions and rates quoted in Annexure I.

1. The period of Contract shall be 120 days from the date of the agreement
2. The contractor /firm must be registered one with the concerned authority as per law.
3. The firm/contractor should have sufficient experience in the field (Certificate to be attached) as specified in NIT.
4. The firm /company should have the sufficient manpower for Supply of Computer Consumable Items.
5. The payment will be released with in a fortnight after execution of work on submission of pre-receipted bill.
6. The supply of Computer consumable items bill, duly verified by the concerned officer be submitted for payment through AGM (EB) O/o CGMT, BSNL, NE-II CIRCLE Dimapur, after taking satisfactory remark from the concerned officer.
7. The contractor has to supply the office stationery of the make for which he is manufacture/authorized dealer. The contractor will pass on the warranty/guarantee to CGMT, BSNL, NE-II Circle, Dimapur as specified by the manufacturer.
8. BSNL shall consider award of contract only to eligible bidders whose offers have been found technically, commercially and financially acceptable.
9. The tender shall be operative for a period of **SIX Months** from the date of signing of agreement between the department and the contract and may be extended to **TWO months** as per requirement.
10. BSNL, at the time of award of work under the contract, reserves the right to decrease or increase the work by upto 25% of the total quantum of work specified in the schedule of requirements without any change in the rates or other terms and conditions in exceptional case it will be increased upto 50%.

#### **PENALTY FOR DELAY IN COMPLETION:-**

In case the contractor does not respond favorably and to the full satisfaction of the department, then his contract shall be terminated by the department after the lapse of one month from the date of issue of such a notice.

However, in a particular case, if the CGMT, BSNL, NE-II CIRCLE Dimapur is satisfied based on facts and circumstances of the case, and also based upon any written representation that the contractor may make in this regard, that the delay in progress of work was due to reasons beyond the control of the contractor, the CGMT, BSNL, NE-II CIRCLE Dimapur reserves the right to waive off the penalty.

## **SECTION-VII AGREEMENT**

The successful tenderer shall have to execute the following agreement.

The agreement made on this..... day of (month)..... (year) .....between M/s..... herein after called “The contractor” (Which expression shall unless executed by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the BSNL here in after referred to as the BSNL, of other part.

Where as the contractor has offered to enter into contract with the said BSNL for the “**Supply of computer consumable items**” in %CGMT, BSNL, NE-II Circle, Dimpur on the terms and conditions herein contained and the rates approved by the BSNL (copy of rates annexed) have been duly accepted and where as the necessary security deposit have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

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

1. The contractor shall, during the period of this contact that is to say from.....to ..... or completion of work for Rs.....(In words)..... Whichever is earlier or until this contact shall be determined by such notice is hereinafter mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to charge as per actual requirements as demanded by exigencies of service.
2. The NIT (notice inviting tender), Bid Documents (Qualifying and financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression. “The Agreement or “The Contract” wherever herein used.
3. The contractor shall also supply the requisite number of workman with means & materials as well as tools, appliances, machines, implements, vehicles for Repair of Faulty Telephone Instruments, cartage etc. required for the proper execution of work within time prescribed in the work orders.
4. The contractor hereby declares that nobody connected with or in the employment of the BSNL is not/shall not ever be admitted as partner in the contract.

5. The contractor shall abide by the terms and conditions, rules, guidelines, construction practices safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.
6. At the time of agreement with BSNL, the contractor will liable to pay stamps duty, court fee etc. as per prevailing stamps act.

The witness whereof the parties presents have here into set their respective hands and seals the day and year in.....

Above written:

**Signed sealed & Delivered by  
the above named contractor in  
the presence of**

Witness:

- 1.
- 2.

**Signed & Delivered on behalf  
of the BSNL by the**

Witness:

- 1.
- 2.

**SECTION VIII**

**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING**

**Tender number no: CGMT /NE-II /06/Tender/IT/2018-19/2, dated 17-09-2018**

**Sub: Authorization for attending bid opening on.....(date) in the tender of .....**

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

Order of preference	Name	Specimen Signatures
I		
II		
Alternate Representative		

Signatures of bidder  
Or  
Officer authorized sign the bid Documents on behalf of the bidder

- Note:**
1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
  2. Permission for entry to the hail where bids are opened may be refused in case authorization as prescribed above is not recovered.



**SECTION-IX**

(see clause 26 Section IV)

**DECLARATION REGARDING NO NEAR RELATIONSHIP WITH BSNL  
EMPLOYEE**

(To be furnished on a non judicial stamp paper)

I ..... S/o ..... R/o  
.....

hereby certify that none of my relative(s) as defined in the Bid document is/ are employed in BSNL units. 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.

Dated this ..... Day of .....20

**Signature:** .....  
**Name in Full:** .....  
**Signed as:** .....

**Bharat Sanchar Nigam Limited**

**Bid Document**

**(Financial)**

**“Supply of Computer Consumable items”**

**in NE-II Circle**

**Tender No:**

**CGMT /NE-II /06/Tender/IT/2018-19/2, dated 17-09-2018**

**O/o The Chief General Manager Telecom  
Dimapur**

**SECTION X**  
**Financial Bid**

To,  
The CGMT NE-II CIRCLE  
Dimapur

**Sub: Our financial bid for “Supply of Computer Consumable Items” in NE-II Circle**

**Ref .....**

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc. we the under signed offer to “Supply of Office Stationery” in NE-II Circle in conformity with the said specifications and conditions of contract, on the rates as per annexure A

If our bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this bid for a period of SIX Months from the date of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Dated .....

Signature of the tenderer .....

Name of tenderer .....

**Bharat Sanchar Nigam Limited**  
**O/o The Chief General Manager Telecom, BSNL, NE-II Circle, Dimapur**  
**No: CGMT /NE-II /06/Tender/IT/2018-19/2, dated 17-09-2018**  
**SCHEDULE OF RATES (Price Schedule)/FINANCIAL BID**

Sl.No (a)	Items (b)	Approx Quantity (c)	Rate per unit in Figures (d)	Unit (e)	Rate per unit in Words (f)	Total Price (c x d) (g)
1	HP Laser jet New Catridge					
	a) 12A Cartridge	20		per Cartridge		
	b) 36A Cartridge	6		per Cartridge		
	c) 88A Cartridge	15		per Cartridge		
2	HP Laser jet Refilling					
	a) 12A Cartridge	35		per filling		
	b) 36A Cartridge	6		per filling		
	c) 88A Cartridge	15		per filling		
3	INK Jet					
	a) HP 680 Black	1		per unit		
	b) HP 680 Colour	1		per unit		
4	UPS battery 12V 7AH	20		per unit		
5	SMPS	5		per unit		
6	Pen drive 8 GB	10		per unit		
7	Pen drive 16 GB	10		per unit		
8	Quick heal Anti-virus (5 users)	6		per Pack		
9	USB Keyboard	5		per unit		
10	USB Mouse	5		per unit		
11	CPU Switch button	2		per unit		
12	Spike buster 6Amp, 230v 4 way	5		per unit		
13	LAN CAT Cable CAT 6	200		per metre		
14	RJ 45	50		per unit		
15	RAM 2GB	3		per unit		
16	CMOS Battery Li Cell 3V	4		per unit		
17	Ethernet Switch 8 Port	3		per unit		

## B) Repair

Sl.No (a)	Items (b)	Approx Quantity (c)	Rate per unit in Figures (d)	Unit (e)	Rate per unit in Words (f)	Total Price (cxd) (g)
1	Printer repairing / Servicing	5		per service		
2	PC /Laptoop Format	5		per format		

DATE:

Signature of Tenderer

PLACE:

With Seal/Stamp