



## BID DOCUMENT

**OPEN TENDER FOR SUPPLY OF COMPUTER  
CONSUMABLES & ALLIED ITEMS 2013-14.**

**BHARAT SANCHAR NIGAM LIMITED**

*(A GOVERNMENT OF INDIA ENTERPRISE)*

**O/O THE TELECOM DISTRICT MANAGER, BARIPADA**

Rs. 525/-

**Signature of Bidder**

# BARIPADA TELECOM DISTRICT

## Tender for Supply of Computer Consumables & Allied Items

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Signature of Bidder

**BHARAT SANCHAR NIGAM LIMITED  
BARIPADA TELECOM DISTRICT**

**NOTICE INVITING TENDER**

**No. No.G-96/Part(VII)/13-14/12**

**Date- 28/05/2013**

Wax/PVC Sealed Tenders in the prescribed format are invited by Telecom District Manager, Baripada on behalf of Bharat Sanchar Nigam Limited from registered manufacturers/authorized dealers/Suppliers for supply of Computer Consumables & allied materials as specified in the Tender Document. Details as follows:

Issuing Office	Bharat Sanchar Nigam Limited, Office of The Telecom District Manager, Doorsanchar Bhawan, BSNL, Madhuban, Baripada
Items to be procured	Computer Consumables & Allied Items
Date & Time of Issue of Tender Form	From <b>04/06/2013 to 27/06/2013</b> on all working days between <b>10.00 Hrs to 13.00 Hrs.</b>
Date & Time of Receipt of Tender	<b>Dt. 28/06/2013 up to 13.00 Hrs .</b>
Date & Time of Opening the Tender	<b>Dt.28 /06/2013 at 16.00 Hrs.</b>
Tender papers will be available	i)From SDE(Computer), O/o TDM, BSNL, Madhuban, Baripada on payment of Tender Document Cost <b>OR</b> Can be downloaded from the website <b><u>www.orissa.bsnl.co.in/Baripada.</u></b> Downloaded documents duly filled in can be submitted alongwith a separate NON REFUNDABLE Demand Draft/ Bankers' Cheque for an amount of Rs <b>.525/-</b> towards cost of tender document from any nationalized bank.
Tender Papers to be deposited in	Box kept with AGM (Admn), O/o TDM, BSNL, Madhuban, Baripada.
Cost of Tender Document	<b>Rs.525/- NONREFUNDABLE</b>
Estimated Cost	2.8 lakhs
EMD Amount (Non-interest bearing)	<b>Rs.7,000/-</b>
Mode of Payment	Crossed Demand Draft/Bankers' Cheque from any Nationalized Bank.
Bank Draft/ Bankers' Cheque to be drawn in favour of	Accounts Officer(Cash), BSNL, O/o TDM, Baripada

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- i) In case holiday/bandh declared on tender opening date, tender will be opened at the same time on the next working day
- ii) The tenders must be sent either by registered post or deposited in the tender box kept for this purpose in the chamber of The AGM(Admn.), O/o TDM,BSNL, Madhuban, Baripada up to **13.00 hours of dt.28/06/2013**
- iii) The envelope containing the tender should be superscribed as the ***"Supply of Computer Consumables & Allied Items 2013-14"***
- iv) Tenders without Earnest Money Deposit will be rejected. Tenders without up to date STCC will also be rejected. Incomplete Tenders or Tenders received after the due date and time will not be considered.
- v) The tenders will be opened on **dt.28/06/2013 at 16.00 Hrs.** in the Office of The TDM,BSNL, Madhuban, Baripada in the presence of the tenders or their authorized representatives.
- vi) The EMD of the successful tenderer will be converted to performance security.
- vii) Any queries regarding the tender document may be clarified from the office of TDM, Baripada on all working days.
- viii) The TDM, BSNL, Baripada reserves the right to reject any or all tenders without assigning any reason.

**TDM, BSNL, Baripada**

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**BARIPADA TELECOM DISTRICT**  
**Tender for Supply of Computer Consumables & Allied Items**

**SECTION A**  
**INSTRUCTIONS TO BIDDER**

**A.INTRODUCTION:**

**1. DEFINITIONS :**

- a) “The Company” means Bharat Sanchar Nigam Limited acting on behalf of the Board and represented by the Telecom District Manager, Baripada.
- b) “The Bidder” means the individual or firm who participates in this tender and submit its bid.
- c) “The goods” means all computer hardware and software, which the bidder is required to supply to the Company under the contract.
- d) “The Letter of Intent” means the intention of purchaser to place the purchase order on the bidder.
- e) “The Purchase Order” means the order placed by the Company on the Bidder signed by the office including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase shall be deemed as “Contract” appearing in the document.
- f) “The Contract Price” means the price payable to the bidder under the purchase order for full and proper performance of its contractual obligations.

**2. ELIGIBLE BIDDER:**

This invitation for bids is open to all reputed manufacturers/their authorized dealers or distributors/ registered suppliers. The bidder or supplier shall have a sufficient experience in the supply of computer consumables. In order to carry out this project successfully the vendor has to certify and produce the documentary proof in respect of the following. The experience certificate being produced should be in the name of the bidder and should be issued by the officer not below the rank of JAG/DGM OR Equivalent level officer.

- a. **The bidder must have supplied minimum Rs.2(Two)Lakhs computer consumables in last five year in one/ more than one BSNL SSA/GOVT /other Govt under taking Department.**
- b. **The bidder must have an annual turnover of Rupees 6(Six) Lakhs & above in computer consumable items (Documentary evidence must be submitted in this regard).**
- c. **The bidder must have their supply outlets in Baripada.**

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- d. **The bidder should not have been blacklisted in supplying computer consumable.**
- e. **The bidder should have up to date VAT Clearance Certificate.**
- f. **The bidder should be a Registered Company to deal in supply of Computer consumable items.**

### **3. COST OF BIDDING:**

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

### **B.THE BID DOCUMENTS**

#### **4. BID DOCUMENTS:**

**4.1** The goods required, bidding procedures and contract terms are prescribed in the Bid Document .The Bid Document includes

- a. Instruction to Bidders / General Condition of Contract
- b. Schedule of Requirement / Technical Specification
- c. Price schedule
- d. Bid Form
- e. Agreement Form
- f. Information about the Tenderer.

**4.2** The bidder is expected to examine all the instructions, forms, terms and specifications in the bid document. Failure to furnish all information required as per the Bid Document or submission of bids not substantially responsive to Bid Document in every respect will be at bidder's risk and shall result in rejection of bid.

#### **5. AMENDMENT OF BID DOCUMENTS:**

- 5.1)** At any time, prior to the last date of submission of bids, the company may, for any reason, whether at its own initiative or in response to clarification requested by prospective bidder modify the bid document by amendment.
- 5.2)** The amendment 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 company and these amendments will be binding on them.
- 5.3)** In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the company may, at its discretion, extend the deadline for the submission of bids suitably.
- 5.4)** The quantity is subject to change as per the actual requirement of the company.

**Signature of Bidder**

### **C. PREPARATION OF BIDS:**

#### **6. DOCUMENT COMPRISING THE BID :**

##### **6.1 The bid prepared by the bidder shall comprise the following components.**

- a. Documentary evidence established in accordance with clause 2 that the bidder is eligible to bid and qualified to perform the contract if his bid is accepted.
- b. Bid security furnished in accordance with clause-11.
- c. The bid form and price schedule completed in accordance with clause 7, 8 & 9.

#### **7. BID FORMS:**

The bidders shall complete the bid form as per section C and the appropriate price schedule furnished in the bid document, indicating goods to be supplied, a brief description of the goods, its quantity and price as per section B.

#### **8. BID PRICES:**

**8.1** The bidder shall give the total composite price inclusive of all levies and taxes, packing forwarding, freight & insurance etc. but excluding Octroi/Entry Tax which will be paid extra as per actual, wherever applicable. The basic unit price and all other components of the price need to be individually indicated against the goods it proposed to supply under the contract as per price schedule given in section-B in Indian Rupees.

**8.2** Prices indicated on the Price Schedule shall be entered in the following manner:

(i) The price of the goods shall be quoted total price inclusive of suitable packing for easy transportation, Custom duty, Excise duty, Sales Tax, Insurance, Freight and other statutory taxes payable by the bidder shall also be quoted separately item wise.

(ii) The bidder shall quote only one price for each item and if more than one price is quoted under different options the rate quoted by him in the first option only will be valid and will be taken for evaluation as per price schedule given in Section B for all the items given in schedule of requirement.

**8.3** A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected.

**8.4** The unit price quoted by the bidder shall be in sufficient detail to enable the purchaser to arrive at prices of items/equipment / system offered.

**8.5** "DISCOUNT", if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. 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.

**8.6** The price approved by the BSNL. for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in para 8.1 above. Break up in various heads like Excise duty, Sales Tax, Insurance, freight and other taxes paid/payable as per clause 8.2 (i) is for the information of the purchaser .

#### **9. DOCUMENT ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:**

**Signature of Bidder**

**9.1** The bidder shall furnish, as part of his bid document establishing the bidder's eligibility, Xerox copies of the following document shall be furnished for perusal and return before signing the contract.

- a. Up to date sales tax/VAT clearance certificate & VAT Registration Number.**
- b. Experience document in supplying Computer Consumables Items in one/more than one BSNL SSA. / GOVT / Govt. under taking Department.**
- c. Bid security (EMD) as per clause 11.1**
- d. Local Sales & Supply outlet details.**
- e. Furnishing document against Total Turnover as per clause 2.**
- f. PAN Number.**
- g. Authorization for sale and support.**

## **10. DOCUMENT ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS :**

10.1 Pursuant to Clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid document of all goods and services which he proposes to supply under the contract.

10.2 The documentary evidence of the goods and services conformity to the Bid Documents may be in the form of literature, drawings, data.

- (a) A detailed description of the goods essential technical and performance characteristics.
- (b) A list, giving full particulars including available sources and current prices of all spare parts, special tools. etc., Necessary for the proper and continuous functioning of the goods for a period of three years following commencement of use of the goods by the purchaser, and

**(c) A clause-by-clause compliance on the purchaser's Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specification and commercial conditions. In Case of deviations a statement of deviations and exceptions to the provision of the Technical Specifications and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance of Technical specification (Section-V) and commercial Conditions (Section-III) and special conditions (Section-IV) shall not be considered.**

10.3 For purposes of compliance to be furnished pursuant to clause 10.2(c) above the bidder shall note that the standards for workmanship, material and equipment and reference to brand names or catalogue number, designated by the purchaser in its Technical Specifications are intended to be descriptive only and not restrictive

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### **11. BID SECURITY: (EMD)**

11.1 The Bidder shall furnish, as part of his bid a bid security for an amount of **Rs.7,000/-(Rupees Seven thousand only)** in the form of EMD. The EMD will be forfeited if the contractor after the work does not carry out the work or supply the material within the stipulated period. The bid security is required to protect the Company against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to clause 10. The bid security shall be in the form of Demand Draft/Banker's Cheque issued by a scheduled bank in favour of "**Accounts Officer (Cash), BSNL, O/O TDM, Baripada**" payable at **Baripada**. The bid not secured in accordance with clause 10.1 and 10.3 shall be rejected by the Company as non-responsive. The bid security of the unsuccessful bidder will be returned as promptly as possible, without instant. The successful bidder's Bid Security shall be converted to performance security or the bidder can release the amount against equivalent amount of bank guarantee from a nationalized bank for a period not less than 18 month from the first P.O., which shall be returned to them on completion of tender validity period. The bid security of unsuccessful bidder may be forfeited if bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form. The bid security of successful bidder may be forfeited if bidder fails to sign the contract. Upon conversion of bid security to performance security, the performance security may be forfeited if the bidder's performance is not satisfactory during the period of tender validity or action may be taken against bank guarantee.

### **12. PERIOD OF VALIDITY BID:**

**12.1** Bid shall remain valid for a period of 90 days from the date of bid opening prescribed by the company. A bid valid for shorter period shall be rejected by the Company as non-responsive.

**12.2** In exceptional circumstances, The Company may request the Bidder's consent for an extension to the period of bid validity .The request and responses thereto shall be made in writing .The bid security provided shall also be suitably extended. .A bidder may refuse the request without forfeiting his bid security. A bidder granting the request will not be permitted to modify his bid.

### **13. FORMAT AND SIGNING OF BID:**

**13.1** The bidder shall submit the original copy of the bid and shall be numbered consecutively and signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.. All pages of bid, excepted for un-amended printed literature shall be signed the person or persons signing the bid. The bid submitted shall be sealed properly.

**13.2** The bid shall not contain interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

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**D.SUBMISSION OF BIDS****14. SEALING AND MARKING OF BIDS:**

a) The bidder shall seal the bid in an envelope addressed to :-

**AGM(Admn.)**

**O/o TDM, BSNL**

**Door Sanchar Bhawan, Madhuban , Baripada**

Duly superscribing it as “ *Tender for Supply of Computer Consumables and Allied Items 2013-14* ”

b) The tender will be received up to **13.00hrs of Dt.28/06/2013** and they are to be dropped in the box meant for the purpose and kept in the chamber of **AGM (Admn.)** of the office. **TENDERS SENT BY REGISTERED POST /SPEED POST SHALL BE ACCEPTED ONLY UPTO 13.00Hrs of Dt.28/06/2013. HOWEVER TENDERS SENT ON ORDINARY POST SHALL NOT BE ACCEPTED. THE COMPANY SHALL NOT BE HELD RESPONSIBLE FOR POSTAL DELAY.**

c) If the envelope is not sealed and marked as required, the company shall not consider the bid and same shall be rejected.

**15.SUBMISSION OF BIDS:**

**15.1** Bids must be received by the Company at the address specified above not later than **13.00Hrs of 28/06/2013.**

**15.2** The company may at its discretion to extend this deadline for submission of bids by amending the bid documents in which case all rights and obligations of the company and bidders previously subject to the deadline will thereafter be subject to the deadline as extended .Any amendment or extension of date may be notified in website.

**16. LATE BIDS:**

Any bid received by the Purchaser after the deadline for submission of bids, **shall be rejected and returned unopened to the bidder.**

**17. MODIFICATION AND WITHDRAWAL OF BIDS :**

**17.1** The bidder may modify or withdraw his bid after submission provided the written notice of the modification or withdrawal is received by the company prior to dead line prescribed for submission of bids.

**17.2** The bidder’s modification or withdrawal notice shall be prepared sealed, marked and dispatched as required in the case of bid submission. A withdrawal notice may also be sent by FAX but followed by signed confirmation copy post marked not later than the deadline for submission of bids.

**17.3** No bid shall be modified subsequent to the deadline for submission of bids.

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## **E. BID OPENING AND EVALUATION:**

### **18.OPENING OF BIDS:**

**18.1** The Company shall open the bids in the presence of the bidder or his authorized representatives who choose to attend at **16.00hrs on dt.28/06/2013**. The bidder's representatives who are present shall sign the tender opening register. Authority letter to this effect shall be signed by the bidder before they are allowed to participate in the bid opening.

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

**18.3** The bidders names, bid prices, modification, bid withdrawals and such other details as the Company, at its discretion may consider appropriate will be announced at the time of opening.

### **19. CLARIFICATION OF BIDS:**

To assist in the examination, evaluation and comparison of bids, the company may, at its discretion ask the bidder for clarification of its bids. 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.

### **20.PRELIMINARY EVALUATION :**

**20.1** Company shall evaluate the bid 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.

**20.2** Arithmetic errors shall be rectified on the following basis. If there is any discrepancy between the unit price and the total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the company. If there is a discrepancy between words and figure, the amount in words shall prevail. If the bidder does not accept the correction of errors, his bid shall be rejected.

**20.3** Prior to the detailed evaluation, the company 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 Document without material deviations. The company's determination of bid's responsiveness is to be based on contents of the bid itself without recourse to extrinsic evidence.

**20.4** 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.

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## **21.EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS :**

The Company shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 20.1 will be determined on the basis of overall cost of all the items for which quantity is mentioned in the tender at the quoted rate of the bidder.

## **22.CONTACTING THE COMPANY :**

**22.1** No bidder shall try to influence the company on any matter relating to its bid, from the time of bid opening till the time of contract is awarded.

**22.2** Any effort by the bidder to influence the company in the Bid evaluation, bid comparison or contract award decision shall result in the rejection of bid.

### **23. AWARD OF CONTRACT:**

The company shall consider issue of orders for supply of goods on those bidders whose offers have been found technically and financially acceptable.

**24. COMPANY'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD**  
**The company reserves the right at the time of award of contract to increase or decrease of quantity of goods without any change in terms and condition.**

**25. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.**

The Company reserve 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 whatsoever and without thereby incurring liability to affected bidder or bidders of the grounds for departmental action.

### **26.AFTER SALES SERVICE OBLIGATIONS :**

**26.1** The bidder shall provide requisite authorization certificate from its principal with regards to Baripada / Bhubaneswar based Supply obligations with required facilities.

### **27.SIGNING OF CONTRACT :**

**27.1** The issue of purchase order shall constitute the award of contract to the bidder .An agreement on the various aspects of supply of ordered goods shall be signed between the bidder and consignee/company within a fortnight from the date of purchase order.

**27.2** Upon the successful bidder furnishing of performance security, the company shall return its bid security.

**27.3** **The rates approved will be valid for a period of one year from the date of issue of initial purchase order. The period may be extended further if required by the competent authority maximum upto six months within same terms & conditions.**

### **28.ANNULMENT OF AWARD**

Failure of successful bidder to sign the agreement or execute the work shall constitute sufficient ground for annulment of award and forfeiture of the bid security in which event

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the company may make the award to any other bidder at the discretion of the company or call for new bids.

## **F. GENERAL CONDITION OF CONTRACT**

### **29. APPLICATION:**

The General condition shall apply in contracts made by the Company for procurement of computer hardware and software etc.

### **30. STANDARDS:**

30.1 The goods supplied under this contract shall conform to the standard prescribed in the technical specifications.

30.2 All goods in the bid should be Y2K compliant and necessary certificate and documentary evidence must be provided.

### **31. PATENT RIGHTS:**

The bidder shall indemnify the Company against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof.

### **32. PERFORMANCE SECURITY :**

**32.1** The proceeds of the performance security shall be payable to the Company as compensation for any loss resulting from the bidder's failure to complete its obligations under the contract. The performance security bond shall be in the form of a bank guarantee issued by scheduled bank in favour of the Accounts Officer(Cash), O/o TDM,BSNL Baripada for a period of eighteen months from the date of signing of the agreement. The amount of performance security will be @ 5% estimated cost of the tender inclusive of EMD deposited.

**32.2** The performance security will be discharged after completion of bidder's performance obligations as per the agreement.

### **33. INSPECTION AND TESTS:**

**33.1** The equipment and accessories on receipt in company's premises will also be tested during and after installation before "taking over" and if any equipment or part thereof are found defective the same shall be replaced free of all costs to the company.

**33.2** If any equipment or any part thereof before it is taken over is found defective or fails to fulfill the requirements of the contract, the bidder shall make the defective equipment goods or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacement shall be made by the bidder free of all charges at site .Should it fail to do so within this time, The company reserves the discretion to reject and replace at the cost of the bidder the whole or any portion of the equipment as the case may be which is

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defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the company shall be deducted from the amount payable to bidder.

**33.3** If any equipment/hardware is found to be non-Y2K compliant, the same will be returned to the supplier at the later's cost.

#### **34. DELIVERY:**

**34.1** Delivery of goods and documents shall be made by the bidder in accordance with the terms specified by the company in its schedule of requirements and the goods shall remain at the risk of the bidder until delivery has been completed. The delivery of equipment shall be as per the Purchase Order.

**34.2 The delivery of goods shall be completed within 15 (Fifteen) days of receipt of the purchase order.**

**34.3** In case of delay beyond the delivery schedule, a penalty of 0.5% for every week's delay shall be charged.

#### **35. WARRANTY:**

**35.1** The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) **twelve months after the stores have been taken over .**

**35.2** If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the clause 8.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

**35.3** Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

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**36. PAYMENT TERMS :**

- 36.1 100% Payment shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.
- (i) Invoice
  - (ii) Delivery Challan/ Bills in duplicate duly pre-receipted
- 36.2 No payment will be made for goods rejected at the site on testing.

**37. PRICES:****37.1**

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

**38. FALL CLAUSE**

38.1 The prices once fixed will remain valid during the scheduled delivery period.

(a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment /service. **and/or**

(b) The prices received in a new tender for the same or similar equipment/service are less than the prices chargeable under the contract. The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc. and the date of its effects for the balance quantity/service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.

38.2 (a) **The vendor while applying for extension of time for delivery of equipment /services, if any, shall have to provide an undertaking as "we have not reduced the**

**Signature of Bidder**

**sale price, and/or offered to sell the same or similar equipment/ service to any person/organization including Department of central /state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.**

(b) In case under taking as a clause (a) is not applicable. the vendor will give the details of prices , the name(s) of purchaser, quantity etc. to the purchaser, while applying extension delivery period.

**39. DISPUTES IN TENDER FINALISATION:**

In the event of any disputes arising out of finalizing the tender agreement or any other matter relating to this tender, the decision of TDM, Baripada shall be final and binding.

**40. DISQUALIFYING CLAUSE:** The purchaser reserves the right to disqualify such bidders who have a record of not meeting the contractual obligation against earlier contracts entered into with the purchaser. The terms and condition enumerated above shall be binding and the bidder shall have to accept them in writing along with tender.

**41.** The BSNL does not own any responsibility for any alteration/omission in the contents of the tender document either while uploading in the website or otherwise.

**Telecom District Manager  
BARIPADA TELECOM DISTRICT**

**Signature of Bidder**



**SECTION –B**

**APPENDIX**

**INTEGRITY PACT**

**Between**

Bharat Sanchar Nigam Limited (BSNL)/ hereinafter referred to as **“The Principal”**

and

..... Hereinafter referred to as **“The Bidder/Contractor”**

**Preamble**

The Principal intend to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Pricipal will appoint and independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtained an advantage in relation to the tender process or the contract execution.
  - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtain information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Signature of Bidder**

## **Section 2-Commitments to the Bidder(s)/Contractor(s)**

- (1) The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal`s employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certification, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Pricipal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3-Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before contract award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor (s) from the tender process or take action as per the defined procedures.

**Signature of Bidder**

#### **Section 4 – Compensation for Damages**

- (i) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (ii) If the Principal has terminates the contract according to Section 3, or if Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the contractor the amount equivalent to Security Deposit/ Performance Bank Guarantee in addition to any other penalties/ recoveries as perms and conditions of the tender.

#### **Section 5 – Previous transgression**

- (i) The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country conforming to the Anti-Corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedures.

#### **Section 6 – Equal Treatment of all Bidders Contractors**

- (i) The Principal will enter into agreement with identical conditions as this one with all Bidders Contractors.
- (ii) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact.
- (iii) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

#### **Section 7 – Criminal Charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)**

If the Principal obtain knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitute corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office.

#### **Section 8 – External Independent Monitor/Monitors**

1. Principal appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

**Signature of Bidder**

2. The Monitor is not subject to instruction by the representative of the parties and perform his functions neutrally and independently. He reports to the CMD of the BSNL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

Notwithstanding anything contained in this section, the Bidder(s)/Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanism or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s)/Contractor(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit no-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action to tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference of intimation to him by the 'Principal' and should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of a offence under relevant Anti-Corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

## **Section 9 – Pact Duration**

**Signature of Bidder**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, BSNL.

**Section 10 – Other Provisions**

1. This agreement is subject to Indian Law. Place of Performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document/ contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....  
**For the Principal**

.....  
**For the Bidder/Contractor**

Place .....

Witness 1: .....

Date .....

Witness 2; .....

**Signature of Bidder**

**BARIPADA TELECOM DISTRICT**

**Tender for Supply of Computer Consumables & Allied Items**

**SECTION –C**  
**Schedule of Requirements & Technical Specification**

Sl.No.	Item	Brand	Quantity	Unit price inclusive taxes
	<b>Secondary Storage Device</b>			
01	150 MB Data Cartridge	Sony/Imation		
02	525 MB Data Cartridge	Sony/Imation		
03	4 GB Pen Drive	Sony/Imation		
04	CD-R/W(packaged),700 MB, 48xJewel Box	Sony/Imation		
05	DVD-R/W Packed, Sony Brand Jewel box	Sony		
	<b>DMP CARTRIDGE/RIBBON</b>			
06	Ribbon Cartridge for 80-col TVSE/Wipro / Epson	Any		
07	Thermal Paper for Fax	80MT Roll		
	<b>INKJET CARTRIDGE</b>			
08	HP DeskJet 3325 Black	HP		
09	HP DeskJet 3325 Color	HP		
10	HP Desk Jet 840C Black	HP		
11	HP Desk Jet 840C Colour	HP		
12	HP Desk Jet 1640C Black	HP		
13	HP Desk Jet 1640C Colour	HP		
14	HP Desk Jet 4500 Balck	HP		
15	HP Desk Jet 4500 Colour	HP		
16	FAX Catridge(Panasonic)	Panasonic		
	<b>LASER CARTRIDGE</b>	HP		
17	Toner for ( HP Laser Jet 1000 Series)(15A)	HP		
18	Toner for HP (9000)( 43X)	HP		
19	Toner for HP (4100)( 61X)	HP		
20	Toner for HP P3005 (51A)	HP		
21	<b>ALLIED ITEMS</b>			
22	3- button optical scroll mouse	Logitech		
23	3- button USB optical scroll mouse	Intex/Tech-com		
24	Mouse pad	Heavy Quality		
25	Modem Data Cable	Any		
26	VGA Cable HDB 15 Pin	Any		
27	VGA Cable HDB 15 Pin(Both F17 end)	Any		

**Signature of Bidder**

28	PC Power Cable 2mt length 1100v (3*0.75mmsq)	Any		
29	Key Board (Wipro, HP, Compaq)	Any		
30	RAM 1GB	Any		
31	RAM 2GB	Any		
32	SMPS for CPU	Any		
33	Anti -Virus	Kaspersky		
	<b>Reconditioning &amp; refilling</b>			
34	HP 4500	HP		
35	HP 3005	HP		
36	HP 1007	HP		
37	HP 1018	HP		
38	HP 9000	HP		
39	Toner for HP (9000)( 43X)	HP		
40	Maintenance Kit for 9040 Printer			

**Note:**

- 1. Rates for original brands should only be quoted and not for identical items of different brands.**
- 2 . CARTRIDGES &. TONER FOR LASER PRINTER should be in Original & proper packing only.**
- 3. Sample will be produced in the presence of the technical committee for final evaluation.**

Signature of Bidder

**DECLARATION:**

I, Sri ..... being the tenderer/  
Authorized Signatory/ Authorized Supplier/ Proprietor/ Manager of M/s  
.....  
(Address of the tenderer) Address – Line-1 .....  
Address – Line-2 .....  
City..... State ..... PIN

.....declare that I have gone through and understood all the terms  
and conditions laid down in the Tender Document and would abide by the same terms and  
conditions throughout the period of contract.

I also declare that I agree to execute “Contractual Agreement” with the General Manager,  
Telecom District, Baripada or any other authority appointed by him based on all terms and  
conditions laid down in the Tender document in the event of being selected as a successful  
Tenderer.

**Signature with Date**

**Company Seal**

**Signature of Bidder**



**BARIPADA TELECOM DISTRICT**

**Tender for Supply of Computer Consumables & Allied Items  
SECTION – D  
BID FORM**

Tender No.

Date:

To  
Dear Sir,

Having examined the conditions of contract and specifications including addenda No's..... The receipt of which is hereby duly acknowledged. We undersigned offer to supply and deliver ..... in conformity with said drawing, conditions of contract and specification for the sum of Rs..... (Amount Rupees.....only) or such other amount ascertained in accordance with the date of price attached herewith and part of this bid. We undertake if our Bid accepted to commence deliveries within..... Weeks and to complete delivery of all the goods specified in contract within ..... weeks calculated from the date of issue of your purchase order. If our Bid is accepted we will obtain the guarantees of a schedule Bank in a sum not exceeding 10% of the contract sum for the due performance of the contract. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal purchase order of contract 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. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this ..... day of..... 2013

Signature of

In capacity of

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

Witness.....

Address.....

**Signature of Bidder**

**BARIPADA TELECOM DISTRICT**  
**Tender for Supply & Installation of Personal Computer and other Peripheral Items**  
**SECTION –E**

**Agreement Form**

This agreement made this ..... day of .....2013 between the **CMD , BSNL** represent through the Telecom District Manager,BSNL, Baripada or any other authority appointed by him, hereinafter called “ **The TDM** ” ( which expression shall, unless excluded by or repugnant to the context, include his successors in office and assigns ) on one part and M/s ..... a Company incorporated under the Companies Act and having its registered office at ..... herein after called “ **The Contractor** ” ( which expression shall, unless excluded by or repugnant to the context, include his successors in office and assigns) on the other part. Whereas the **TDM** is desirous of procuring Items from the **Contractor** and the said **Contractor** has agreed to supply and install the Items.

**E-1 General Conditions**

The Contractor agrees that the Items to be supplied shall be as per specification in Section-

C of the Tender document. The contractor agrees to deliver free of charge, the items ordered, to any site within the jurisdiction of TDM- to be specified in the purchase order.

**E-2 Time Schedule of Delivery**

The contractor agrees to complete delivery and installation of the items ordered within 2(two) weeks from the date of issue of purchase order.

**E-3 Warranty**

The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date ) **twelve months after the stores have been taken over .**

**E-4 Security Deposit**

The contractor undertakes to provide security deposit for a sum equivalent to 10% (ten percent) of the value of the total purchase order in the form of Bank Draft / Bank Guarantee on any nationalized bank in favor of Accounts Officer(Cash), O/o TDM, Baripada along with signing of the agreement as security for due performance of the

**Signature of Bidder**

contract. The contractor agrees that any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated or withheld as a lien by the General Manager Telecom District, Baripada against any claim of the BSNL for the payment of sum / sums of money arising out of or under this contract and/or against any sum/ sums of money outstanding against the said contractor which are presently claimed by BSNL or any organization of or under the said Department of Telecommunication under any other contract(s) made by the contractor with the Department.

#### **E-5 Penalty**

In case the contractor fails to complete the supply & installation of the Items within the stipulated time frame, a penalty shall be imposed @ 0.5% of the value of the order per delayed week or part thereof. Maximum penalty will be restricted to 5% of the agreed price for the contract. If the delay beyond the stipulated time frame is more than 2 months, the General Manager Telecom district, Baripada shall have the right to terminate the contract and forfeit the Security Deposit. In the event of any breach or non fulfillment of any contractual obligation by the contractor, the Security Deposit shall be forfeited.

#### **E-6 Disputes and Arbitration**

In the event of any doubt, dispute and difference arising under this tender agreement on in connection where with except as to matters the decision on which is specifically provided under the terms and conditions of this tender, the same shall be referred to the sole arbitration of the General Manager Telecom District, Baripada or any other person appointed by him as the Arbitrator. No objection to any such appointment on the ground that the arbitrator is a Government Servant shall be entertained. However, the Arbitrator shall not be a person who had an opportunity to deal with the matter to which the agreement relates to or that in the course his / her duties has expressed his / her view, on all or any of the matters in dispute or in difference. The award of the arbitrator shall be final and binding on the parties. In the event of such Arbitrator, to whom the matter was originally referred to, being transferred or vacating his office due to death, resignation, or refusal to work or neglecting his work or being unable to act as Arbitrator for any reason whatsoever, The General Manager Telecom District, Baripada shall appoint another person to act as the Arbitrator in the place of outgoing Arbitrator in accordance with the terms and conditions of the contract agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award of Arbitration. Upon any such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the Arbitrator. All incidental expenses in the Arbitration proceedings shall be borne by the party as decided by the Arbitrator. Subject to the aforesaid provisions, the Arbitration Act, 1940 and the rules made there under and any stipulation / modification for the time being in force shall be deemed to apply to the Arbitration proceedings. The venue of Arbitration proceedings will be decided by the Arbitrator, however it will be in a locality within the jurisdiction of TDM. The courts in the city of Baripada alone shall have the jurisdiction to entertain any application or any other proceedings in respect of any disputes arising under this agreement. Case against any award(s) made by the sole Arbitrator hereunder shall be filed in the concerned court in the city of Baripada only.

**Signature of Bidder**

**E-7 Force Majeure Clause**

If at any time, during the continuance of this contract, the performance in whole or in the part by either party of any obligation under this Contract be prevented or delayed by reason of :

- a) Any war or hostility.
- b) Acts of public enemy, civil commotion, sabotage, explosions,
- c) Effects of flood, epidemics, quarantine restrictions, freight embargos,
- d) General strike, Bandh, herein after referred to as **Event**, neither party shall , by reason of such event, be entitled to terminate this Contract, nor shall any party have any claim to the damages against the other in respect of such non-performance or delay in performance,- provided that notice of happening, of any such event is given by either party to the other within 7(Seven) days from the date of occurrence of such event. If a Force Majeure Event occurs, the contractor shall promptly notify the Department in writing of such conditions and the cause thereof. Unless otherwise directed by the Department in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure Event.Expected work and deliveries under this contract shall resume as soon as practicable after such event comes to an end or ceases to exist. The decision of the General Manager Telecom District, Baripada as to whether the situation has become normal or not,shall be final and conclusive. If the performance in whole or part of any obligation under this Contract is prevented ordelayed by reason of any such event for a period exceeding 60(Sixty) days, either party may, at his/ their option, terminate the contract.

**E-8 All the sections of the Tender document constitute integral part of this Agreement**

In witness whereof the parties hereto have set their respective hands hereunto the day month and year herein first above written.

Schedule refers to above.

**Signed and delivered by** .....

(Name and Designation)

**[Seal]**

for and on behalf of the Contractor M/s ..... in the presence of witnesses:

- 1) .....
- 2) .....

Signed, sealed and Delivered at Baripada by the TDM for and on behalf of President of India :

.....

(Name and Designation)

**[Seal]**

In the presence of witness:

- 1) .....
- 2) .....

**BARIPADA TELECOM DISTRICT**

**Tender for Supply of Computer Consumables & Allied Items**

**Section-F**  
**Information about the Tenderer**

**(To be submitted along with the tender. Use extra sheets If required )**

01. Name of the Firm/Supplier
02. Registered Address
03. Contact Phone Number(s)
04. Fax Number
05. Name of the Sole Proprietor or name of the Partners/ Directors
06. Name of the person authorized to execute contractual agreement and the capacity in which he is authorized.
07. Permanent Income Tax a/c No. PAN
08. Sales Tax Registration No. VAT NO
09. Whether the firm is a licensed manufacturer of any product
10. Whether Supplied items to BSNL units?
11. List (with full address) of prominent organizations other than BSNL where similar products have been supplied by the firm. ( Separate sheet may be attached)

Signature with Date

Name in Block Letters

Company Seal

**Signature of Bidder**

**Section-G**  
**Appendix-I**

**CERTIFICATE OF NON PARTICIPATION OF RELATIVE IN THE TENDER**

I/We hereby declare that none of my/our relatives are employed in any of the unit of TDM, BSNL, Baripada. I/we shall also intimate the name of the person(s) who/is are working with us in any capacity or is/are subsequently employed by us and who are near relatives to any officer in **BHARAT SANCHAR NIGAM LIMITED** . I/We am/are aware that any breach of this condition would result in immediate termination of contract/cancellation of the existing contract/contracts and also forfeiting of my/our security deposit held by Baripada Telecom District.

**NOTE: The term “near relatives” means wife/husband/parents & grand parents/children & grand children/brothers/sisters/uncle/aunts/cousins and their corresponding in-laws.**

Signature of the tenderer

Name of tenderer

(Capacity in which signing)

Station:

Date:

**Signature of Bidder**