



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

Office of the Sr General Manager Telecom District

Bhubaneswar-751022.

TENDER DOCUMENT FOR

Supply of computer consumables
for Bhubaneswar Telecom District

Tender No: - BBSTD/Comp-5/2013/15 Dated:-26.10.2013

Cost of Tender Document: - ₹.525/-

(This includes Tender document Cost ₹.500/- and VAT @ 5% i.e., ₹.25/-)

Total number of Pages: -39

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Office of the Sr General Manager,
Telecom District Bhubaneswar,
Doorsanchar Bhawan, Unit-IX, Bhubaneswar-751022.



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

SECTION-I

NOTICE INVITING TENDER

Tender for Supply of computer consumables in Bhubaneswar Telecom District

- 1 On behalf of Bharat Sanchar Nigam Limited (BSNL), Tender is invited on two stage bidding system from Individuals/Companies/Firms registered in India fulfilling the eligibility conditions, as per tender document.

Sl#	Item	Particulars
1	Tender Notice No & date	BBSTD/Comp-5/2013/15, Dated 26 th October 2013
2	Tender item	Supply of computer consumables in Bhubaneswar Telecom District.
3	Validity period of contract	One year from the date of agreement
4	Estimated cost of the tender	₹.18,00,000/- (Rupees eighteen lakh only)
5	Tender Document can be obtained from date	28 th October 2013
6	Last date of receipt of queries from bidders	Upto 18:00 Hrs of 11/11/2013
7	Reply of queries by BSNL	Upto 18:00 Hrs of 12/11/2013
8	Last Date of Submission of Tender	20 th November 2013 up to 13.00 Hrs
9	Date & Time of Opening of Tender (Technical Bid only)	20 th November 2013 at 15:30 Hrs
10	Amount of Bid Security/EMD	₹.45,000/- (Rupees forty-five thousand only) in the form of a crossed demand draft drawn in favour of the "Accounts Officer (Cash), BSNL, O/o GMTD Bhubaneswar" and payable at Bhubaneswar from any Nationalised/ Scheduled Bank. The A/c Payee DD drawn before the NIT date and or not payable at Bhubaneswar will not be considered.
11	Cost of Tender Document	₹.525/- (Rupees five hundred twenty five only) - Non- Refundable. The payment will be accepted in the form of crossed demand draft only, drawn on any nationalized/ scheduled bank in favour of the "Accounts Officer (Cash), BSNL, O/o GMTD Bhubaneswar" and payable at Bhubaneswar. No exemption Cost of Tender Documents and EMD under NSIC is permitted.
12	Obtaining the tender document	Tender document can be obtained between 10.00 hrs to 16.00 hrs. from 28/10/2013 to 19/11/2013 on all working days from SDE (Computer) O/o the Sr.GMTD, Bhubaneswar (Room No: 202, 2nd floor, Doorsanchar Bhawan, Unit -IX, Bhubaneswar-22) in person on production of either Cash receipt, issued against the deposit of ₹.525/- from the cash counter of AO (Cash), O/o- Sr GMTD, Bhubaneswar or on submission of Demand Draft towards tender document cost as mentioned against S/N#11 above. Tender document can also be downloaded from our website www.orissa.bsnl.co.in, printed and submitted along with the requisite tender document cost as mentioned against S/N# 11 above.

Read, understood, complied & agreed

Signature & seal of bidder with Date

Note: In case the last date of submission /opening of bid is declared to be a holiday, last date of submission / opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid submission/ opening date due to any other unavoidable reasons will be notified through the BSNL web site or newspapers.

- 2(a) The Tender document can be downloaded from the website: www.orissa.bsnl.co.in and to be submitted along with the Demand Draft for cost of tender document.
- 2(b) Amendments, if any, to the tender document will be notified in the above website as and when such amendments are made. It is the sole responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.
- 3(a) Bidders may note that the tender document can be downloaded from the "Tenders" link of the website www.orissa.bsnl.co.in from 28th Oct 2013. Crossed DD / Bankers cheque drawn on any Nationalised/Scheduled bank in favour of the **Accounts Officer (Cash), BSNL, O/o GMTD, Bhubaneswar** and payable at Bhubaneswar for **₹.525/ (Rupees five hundred twenty five only)** shall have to be submitted as per procedure prescribed in Para-13 of Section II towards tender fee *failing which the bid will be liable for rejection.*
- 3(b) The bidders shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on Web-site (www.orissa.bsnl.co.in) as per Annexure -B of Section VII.
- 3(c) In case of any correction/ addition/ alteration/omission is found in the tender document; the tender bid shall be treated as non-responsive and shall be rejected.
- 4 The bidder should have annual turnover of more than 25(twenty-five) lakh rupees for the financial year 2012-13 with respect to computer consumables. The bidder should submit a turnover certificate duly certified by competent authority (Chartered Accountant), along with the bid as proof of experience.
- 5 Incomplete, ambiguous, Conditional tender bids are liable to be rejected.
- 6 Sr General Manager Telecom District Bhubaneswar reserves the right to accept or reject any or all tender bids without assigning any reason and is not bound to accept the lowest tender.
- 7 All documents submitted in the bid offer should be preferably in English. In case the certificate viz., experience, registration etc., is issued in any language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator in addition to the relevant certificate. All computer generated documents should be duly attested/signed by the issuing organization.
- 8 All statutory taxes as applicable shall be deducted at source before payment.

**Sr General Manager Telecom District
Bhubaneswar 751 022
(ODISHA)**

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-II**INSTRUCTIONS TO BIDDERS****A. INTRODUCTION:****1. DEFINITIONS:**

- (a). "BSNL" or "The Nigam", "The Purchaser" or "The Tendering Authority" means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) acting on behalf of the President of India and represented by the Sr. General Manager Telecom District, Bhubaneswar.
- (b). "The Bidder" means the individual or firm who participates in this tender & submits its bid.
- (c). "The Supplier" or "The Contractor" means the individual or firm supplying the goods under the contract.
- (d). "The Purchase Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- (e). "The Contract Price" means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.
- (f). "Website" means the website "<http://www.orissa.bsnl.co.in>".

2. ELIGIBLE BIDDER:

The bidder should have annual turnover of more than 25(twenty-five) lakh rupees for the financial year 2012-13 with respect to computer consumables. The bidder should submit a turnover certificate duly certified by competent authority (Chartered Accountant), along with the bid as proof of experience.

3. COST OF BIDDING:

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

B. THE BID DOCUMENT:**4. CONTENTS OF THE BID DOCUMENT:**

- (a). The Bid document includes the following:

Sl.no	Description	SECTION NO.	PAGE NO.
(a).	Notice inviting tender	I	03-04
(b).	Instructions to bidders	II	05-12
(c).	General (Commercial) conditions of contract	III	13-16
(d).	Special conditions of contract	IV	17
(e).	Financial bid	V	18-20
(f).	Check list/requirements	VI	21
(g).	Formats for declarations, undertakings, agreements and certificates	VII	22-39

- (b). 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 Tender Document or submission of the bids not substantially responsive to the Tender Document in every respect will be at the bidder's risk and may result in rejection of the bid.

5. CLARIFICATION ON BID DOCUMENTS

- (a). A prospective bidder, requiring any clarification of the Bid Documents shall notify the Tendering authority in writing or FAX or at the Tendering authority's mailing address indicated in the NIT. The Tendering authority shall respond in writing to any request for clarification of the Bid Documents, which it receives within 8 days from the date of publication of tender. Copies of the query (without identifying the source) and clarifications by the Tendering authority shall be sent individually to all the prospective bidders who have received the bid documents.
- (b). Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount an amendment of relevant clauses of the bid document.

6. DOCUMENTS TO BE SUBMITTED FOR BID

- (a). The details of documents to be submitted along with the bid are as detailed at **Section VI**. If any one of the above items required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage.
- (b). Documents in original should be submitted for verification as required by the Tendering Authority.
- (c). The bidder will verify the genuineness and correctness of all documents and certificates including experiences/performance certificates, submitted by the bidder or any other firm /associates before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.
- (d). As per the requirement of the tender's condition, if any documents/paper/certificate submitted by the bidder is found to be false/fabricated/tampered /manipulated at any stage during bid evaluation or after award of contract, then the bid security (EMD/PBG) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would be taken for banning of business dealing with the defaulting firm. In case contract has already been awarded to the bidder, then PBG would be forfeited and the contract would be rescinded/ annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm. An undertaking to this effect should be submitted by the bidder as per format at **Annexure-L of Section-VII**.

7. AMENDMENT TO BID DOCUMENT

- (a). At any time, prior to the date of submission of bid, tendering authority may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- (b). The amendments shall be notified in the website and these amendments will be binding on them.

- (c). In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Tendering authority may, at its discretion, extend the deadline suitably for the submission of bids.
- (d). It is the sole responsibility of the bidder to confirm from the website or from the following contacts regarding amendments, if any, or any other clarifications before submitting the bid.

Contact person details	<i>Shri S S Das Adhikari, SDE (Computer) O/o GMTD BSNL Bhubaneswar, Tel.No.0674-2542154, Mob.No.9437066666 between 10:30 hrs to 18:00 hrs from 28.10.2013 to 12.11.2013, email id: sdasadhikari@gmail.com</i>
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C. PREPARATION OF BID:**8. PREPARATION OF BID DOCUMENTS - TECHNICAL BID & FINANCIAL BID**

It is a two bid system and the bid prepared by the bidder shall comprise Technical Bid and Financial Bid and should be prepared as per Clause-13 of this Section.

9. BID PRICE

- (a). The bidder shall give the **item-wise total composite price inclusive of all Levies & Taxes i.e. Sales Tax & Excise, packing, forwarding, freight and insurance etc. but excluding Octroi/ Entry Tax which will be paid extra as per actual, wherever applicable.** The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
- (b). The bidder shall quote rates as per schedule given in Section V.
- (c). A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.
- (d). "DISCOUNT, if any, offered by the bidders shall not be considered unless 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".
- (e). The tender **with abnormal high or low rates** are liable for rejection as per decision of BSNL.

10. COMPLIANCE

The bidder should ensure unconditional clause- by - clause compliance with all the terms and conditions of the tender document and a declaration to the effect in Annexure C of section VII should be given along with bid document.

11. (11.1) BID SECURITY/EMD

- (a). The bidder must deposit the Bid Security/EMD. The Bid Security/EMD shall be submitted in the form of Demand Draft purchased after the date of NIT valid for 90 days. The bid security/EMD shall be in the form of crossed DD of amount as stated in NIT from any Nationalized / scheduled bank drawn in favour of **AO (Cash), BSNL, O/o GMTD Bhubaneswar payable at Bhubaneswar.**
- (b). The successful bidder's bid security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with Clause 2 of Section-III and furnishing the performance security.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- (c). The Bid security of unsuccessful bidder will be discharged / returned as early as possible, but not later than 30 days after the expiry of the period of bid validity.
- (d). A bid without bid security shall be treated as non-responsive and shall be rejected by the tendering authority.

(11.2) FORFEITURE OF BID SECURITY/EMD

The Bid Security/EMD may be forfeited

- (a). If the successful bidder backs out to accept the tender and/or does not deposit the Performance Security Deposit @ 2.5% of estimated costs of tender, or,
- (b). The successful bidders do not come for execution of agreement after deposit of performance security deposit within the scheduled time;
- (c). withdraws his bid during the period of bid validity specified by the bidder in the bid form;

12. FORMAT AND SIGNING OF BID

- (a). The bid shall contain no interlineations, erasures or overwriting, except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the persons signing the bid.
- (b). The over writing / erasures in the bid made by the bidder shall be signed by the person signing the bid.
- (c). The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid.

13. PREPARATION & SUBMISSION OF BIDS

I) Contents and preparation of the Bid:

The bid contains **four parts** and each part is to be sealed in separate envelope as follows -

Part A: The First envelope should be marked as "**Envelope-A: EMD & Tender paper cost**" and should contain:

- (a) Crossed DD towards EMD/ Bid Security as per NIT.
- (b) Crossed DD towards cost of tender document as per NIT.

Part B: The Second envelope should contain all the technical documents as per Section VI and it should be marked as "**Envelope-B: Technical Bid**".

The following documents should be submitted in the Technical Bid:

SI No.	Description	Reference, if any
1	Tender document signed by the tenderer or Authorised Person on all pages along with seal	Whole tender document
2	Self-Attested Photo copy of VAT Registration	
3	Self-Attested Photo copy of IT Return for 2012-13	
4	Self-Attested Photo copy of PAN Card	

Read, understood , complied & agreed

Signature & seal of bidder with Date

5	Self-Attested Photo copy of Sales tax registration certificate	
6	Self-Attested Photo copy of latest Sales tax Clearance certificate	
7	Turnover Certificate	Section-II, Clause-2
10	No near relative certificate duly filled in and signed	Section-VII, Annexure-D
11	Letter of Authorization, if any, to attend Tender Opening Event (TOE)	Section-VII, Annexure-G
12	Tenderer's profile duly filled in	Section-VII, Annexure-I
13	Self-Attested Photo copy of Original "Power of Attorney" in case person other than the tenderer has signed the tender documents	
14	Self-Attested Photo copy of "Partnership Deed" duly registered if applicable	
15	Declaration of Non - tampering of tender document duly filled and signed.	Section-VII, Annexure-B
16	Declaration for Downloading the tender Document vide Annexure-F.	Section-VII, Annexure-E
17	Bid form duly filled and signed.	Section-VII, Annexure-K
18	Clause by clause compliance duly filled and signed.	Section-VII, Annexure-C
19	Check list duly filled in and signed.	Section-VI
20	Integrity Pack duly filled and signed.	Section-VII, Annexure-H
21	Undertaking regarding genuineness of the documents/information submitted duly filled in and signed.	Section-VII, Annexure-L

Part C: The Third envelope should contain only the Financial Bid as per Section-V (Financial Bid) of this document. This envelope should be marked as "**Envelope-B: Financial Bid**".

Part D: All the above mentioned three envelopes should be put together in a fourth envelope and sealed properly with wax or adhesive tape

Note: All the above mentioned four envelopes should be sealed properly with wax or adhesive and superscribed "**Tender for Supply of computer consumables, NIT BBSTD/Comp-5/2013/15**" addressed to **AGM (HR & Admin), O/o Sr.GMTD, Bhubaneswar**. Name, address and contact details of the bidders should also be mentioned on the cover of all the envelopes.

II. SUBMISSION OF THE BID:

(a) The fourth sealed envelope containing the three envelopes, namely **Envelope-A, Envelope-B and Envelope-C**, as mentioned above, should be dropped in the tender box earmarked for this tender and available in the office chamber of **AGM (HR & Admin), Doorsanchar Bhawan, 2nd Floor Room No-214, O/o Sr. G.M.T.D, Bhubaneswar, Unit-IX, Bhubaneswar-751022 (ODISHA)** before the closing time of closing date of submission.

(b) **In case the fourth envelope is not properly sealed, superscribed and addressed; the bid shall be rejected, but this fourth envelope shall be opened to take out the EMD, if any, for refund to the bidder.**

- (c) If any one of the documents required to be submitted in the envelopes is found to be wanting, the concerned bid will be liable for rejection at the opening stage itself.
- (d) BSNL may, at its discretion, extend this deadline for the submission of the bids by amending the bid document in accordance with NIT in which case all rights and obligations of the BSNL and bidders previously refer to the deadline will thereafter be subject to the extended deadline.

14. PERIOD OF VALIDITY OF BIDS

- (a). Bid shall remain valid for 150 days from date of opening of the bid. A bid valid for a shorter period shall be rejected by BSNL as substantially non-responsive bid.
- (b). A bidder accepting the request of tendering authority for an extension of the period of the bid validity in exceptional circumstances will not be permitted to modify the bid.

15. LATE BIDS, MODIFICATIONS AND WITHDRAWAL OF BIDS

- (a). After the last date and time of submission of bid, no bidder can submit the bid.
- (b). Bid once submitted cannot be withdrawn.
- (c). No bid shall be modified subsequent to the deadline for submission of bids.

16. BID OPENING AND EVALUATION

16(a). The bids will be opened in two stages. The Tendering Authority will open the technical bids in the presence of bidders or their authorized representatives on the due date, i.e., dated 20/11/2013 at 15:30 Hrs. The bidder or one of his authorized representatives shall be permitted to attend the bid opening. Authorization letter to this effect as per Annexure G in Section VII shall be submitted by the bidders to **AGM (HR & Admin), Doorsanchar Bhawan, 2nd Floor Room No-214, O/o Sr. G.M.T.D, Bhubaneswar, Unit-IX, Bhubaneswar-751022 (ODISHA)** before they are allowed to participate in bid opening.

16(b). The bidder or his representative, who is present, shall sign in tender opening register.

16(c). The date fixed for opening of bids, if subsequently declared as holiday by BSNL, the revised date of schedule will be notified in the website. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.

16(d). First the Technical bids will be evaluated by the Tendering Authority and after completion of the technical evaluation; the eligible bidders will be intimated individually regarding the date and time of opening of the financial bid.

17. PLACE OF OPENING OF TENDER BIDS

The bids shall be opened in the chamber of "**AGM (HR & Admin), Doorsanchar Bhawan, 2nd Floor Room No-214, O/o Sr. G.M.T.D, Bhubaneswar, Unit-IX, Bhubaneswar-751022 (ODISHA)**," where BSNL's Tender Opening Officers would be conducting proceedings in presence of the bidders or their representatives. If due to administrative reasons, the date and venue of the Bid opening is changed, same will be displayed prominently in the notice board of the website.

18. PRELIMINARY EVALUATION

Read, understood, complied & agreed

Signature & seal of bidder with Date

- (a) Tendering authority shall evaluate the bids to determine whether they are complete in all respects, whether any computational errors have been made, whether required sureties have been furnished etc.
- (b) Prior to the detailed evaluation, the Tendering authority will determine the substantial responsiveness of each bid.
- (c) For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Tender document without any material deviation. The tendering authority's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse of extrinsic evidence.
- (d) A bid, determined as substantially non-responsive will be rejected by the Tendering authority and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity. The tendering authority shall not be bound to show the reasons/causes of rejection of the bid.
- (e) The Tendering authority 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 any bidder.

19. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- (a) The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
- (b) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Tendering authority. If there is a discrepancy between words and figures, the amount in words shall prevail.
- (c) If the supplier does not accept the correction of the errors, his bid shall be rejected.
- (d) Rate must be quoted for all the items, otherwise the bid is liable for rejection.
- (e) The evaluation and comparison of substantially responsive bids shall be done on the basis of any one of the following principles:
 - (1) Bidders quoting lowest sum of the products of the quoted rates and corresponding approximate quantities required mentioned in the Financial Bid against each item.
 - OR
 - (2) Bidders quoting the lowest rate for individual items.
- (f) BSNL reserves right to negotiate against the price quoted by the bidder.
- (g) Tendering authority may negotiate with L1 bidder only or may make counter offer of the same L1 negotiated price to other successful bidder(s). However, BSNL reserves the right to award the work to multiple bidders.

20. REJECTION OF BID

The bid will be rejected in case of :-

Read, understood , complied & agreed

Signature & seal of bidder with Date

- (a). Non-submission of required documents as per Section VI.
- (b). Bid quoted with conditional rates
- (c). Non-submission of bid security
- (d). Late submission of bid
- (e). Non-acceptance of correction of price

21. TENDERING AUTHORITY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Tendering authority 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 whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Tendering authority's action.

22. DISPUTES IN TENDER FINALIZATION:

In the event of any disputes arising out of finalizing of tender agreement or any other matter relating to this tender the decision of Sr. GMTD, Bhubaneswar shall be final and binding on all concerned.

23. CONTACTING THE TENDERING AUTHORITY

- (a) Subject to seeking clarifications on tendering process and tender document, no bidder shall try to influence the Tendering authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- (b) Any effort by a bidder to influence the Tendering authority in the tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

SECTION-III**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT****1. APPLICATION:**

The general condition shall apply in contracts made by the purchaser for the procurement of goods.

2. AWARD OF CONTRACT & CONTRACT PERIOD

- (a). The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable subject to fulfillment of all tender conditions. Tendering authority shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security deposit. The tendering authority shall have the right to keep more than one contractor.
- (b). The work against the tender **is for one year's** requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between the BSNL and the Contractor.
- (c). The rates agreed upon shall be valid **for a period of one year** from the date of signing of agreement between the BSNL and the Contractor. The agreement will be normally for one year and can be extended on mutual agreement on same approved rates and same terms & conditions for **another Six Months period** with proportionate increase in the estimated cost on the discretion of Sr. GMTD, Bhubaneswar.
- (d). **Performance Security Deposit (PSD):** The Bidders shall furnish Performance Security Deposit in the format at Annexure - F of Section VII for an amount of 2.5% of the estimated cost of the tender in the form of Bank Guarantee from a Nationalized/ scheduled Bank for a period of 1½ (One and half) years in favour of "AO (Cash), BSNL, O/o GMTD Bhubaneswar" payable at **Bhubaneswar** as awarded by the Sr. GMTD, Bhubaneswar. The PSD is to be deposited within **15 (Fifteen)** days from the date of receipt of letter of acceptance or letter of intent failing which their EMD or bid security may be forfeited and tender may be cancelled. BSNL may extend the time for submission of PSD.
- (e). In case of non-submission of PSD, a sum of 10% of the bill amount shall be deducted from each bill of the contractor, which shall be refunded after six months from the date of delivery of the goods subject to the conditions that no defect has been found in the supplied goods during this period of six months.
- (f). **The Performance Security Deposit may be forfeited in part/ whole in case of:**
- i. The successful L-1 bidder do not execute agreement after deposit of Performance Security Deposit **within 10 (Ten) days.**
 - ii. Unsatisfactory service by the contractor.
 - iii. Withdrawal of the successful tenderer from the contract before its expiry without giving proper notice as specified in the tender terms and conditions of this tender document.

3. SIGNING OF CONTRACT AGREEMENT:-

Read, understood , complied & agreed

Signature & seal of bidder with Date

The successful tenderer shall be required to execute an agreement on a non-judicial stamp paper of ₹.50/- (Rupees Fifty only) at his own cost as per the enclosed proforma **within 10 (Ten) days** from the date of deposit of PSD in this office. In the event of failure of the tenderer to sign the agreement within 10(Ten) days of being called upon to do so after depositing required PSD, or in the event of his failure to start the work as stipulated in the work order, then the PSD (Performance Security Deposit) in the form of DD or Bank Guarantee as the case may be, shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

4. DISQUALIFYING CLAUSE:

The BSNL reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with the BSNL. The terms and conditions enumerated above shall be binding and the bidders shall have to accept them in writing along with tender. The Sr. GMTD, Bhubaneswar reserves the right to vary the quantity of goods to be supplied by contractor.

5. TERMINATION OF CONTRACT BY BSNL

- (a). The Sr. GMTD, Bhubaneswar may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such items without any compensation whatsoever to the contractor.
- (b). BSNL may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in parts by giving two months notice in writing to the contractor if the contractor fails to supply goods within the period specified in the contract or any extension thereof granted by BSNL.
- (c). If the contractor fails to perform any other obligation (s) under the Conditions of the contract.
- (d). All instructions, notices & communication etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the contractor.
- (e). Notwithstanding anything contained herein, BSNL reserves the right to terminate the contract at any stage or time during the period of contract by giving two months notice in writing without assigning any reason and without incurring any financial liability whatsoever to the contractor.
- (f). BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

6. RIGHT TO VARY QUANTITIES

BSNL will have the right to increase or decrease the approximate requirement specified in the financial bid without any change in the unit rate or other terms and conditions of contract.

7. ANNULMENT OF AWARDS

Failure of the successful bidder to comply with the requirement of Section-III & IV constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event

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

8. FORCE MAJEURE:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

9. ARBITRATION:

- (a). In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of Sr GMTD Bhubaneswar or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the Sr GMTD Bhubaneswar or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Sr GMTD Bhubaneswar of BSNL, Odisha shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Contractor will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment there of or any rules made thereof.
- (b). The venue of Arbitration proceeding shall be Office of Sr GMTD Bhubaneswar, Doorsanchar Bhawan, Unit-IX, Bhubaneswar or such other place as the arbitrator may decide.
- (c). The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

10. SET OFF:

Read, understood , complied & agreed

Signature & seal of bidder with Date

- (a). Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by contractor with BSNL.
- (b). In the event of said security deposit being insufficient, the balance of total amount recoverable as the case may be shall be deducted from any such due to the Supplier under this or any other contract with BSNL. Should this amount be insufficient to cover the said full amount recoverable, the Supplier shall pay to BSNL on demand the balance amount, if any, due to BSNL within 30 days of the demand by BSNL.
- (c). If any amount due to the company is so set off against the said security deposit, the Supplier shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

11. DEBARRING CONDITIONS

- a. Sub-contracting of the job will debar and disqualify a successful bidder.
- b. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
- c. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

12. OTHER CONDITIONS:

- (a). The contractor shall not assign or sublet the work to any other person or agency without the prior written approval of Sr GMTD, Bhubaneswar.
- (b). The Sr. GMTD, Bhubaneswar reserves the right to impose any other conditions, if necessary, at any time during the validity period of the tender.
- (c). BSNL will not be responsible for any loss incurred by the contractor in carrying out the contract work.
- (d). Taxes will be recovered as per BSNL rules as applicable from time to time.
- (e). The Sr. General Manger Telecom District BSNL, Bhubaneswar reserves every right to cancel / reject the contract for any work / all works if found unsatisfactory at any time during the validity period of contract without assigning any reason but giving at least 15 (Fifteen) day advance notices.
- (f). The EMD of the successful tenderer shall be refunded without interest after completion of execution of agreement on deposit of Performance Security Deposit in case the tender(s) is finalized or within a month if the tender will be cancelled.

SECTION-IV**SPECIAL CONDITIONS OF CONTRACT**

1. These conditions supplement the *General (Commercial)* conditions of contract mention in Section-III.
2. **PURCHASE ORDER (PO):**

Approximate estimated requirement of computer consumable items are as mentioned in the financial bid. However it should be clearly noted that BSNL shall place the order only as per the actual requirement from time to time.
3. **DELIVERY PERIOD:**

All goods shall be supplied by the supplier **within 3(three) weeks** from the date of issue of the Purchase Order. However, BSNL may extend the delivery period with or without imposing any penalty after receiving a written request from the supplier with sufficient and reasonable grounds. Goods are to be supplied to the consignee mentioned in the purchase order.
4. **PENALTY CLAUSE:**

If the supplier fails to deliver the computer consumables, with appropriate quantity as well as quality, within the period prescribed for delivery, BSNL shall be entitled to recover 0.5% of the value of the goods having delayed supply for each week of delivery or part thereof for a period of 2 weeks, and then 0.7% for each week for another 2 weeks. If the supplies are not completed in the extended delivery period, the Purchase Order shall be short-closed and the performance securities may be forfeited.
5. **PREPARATION & SUBMISSION OF BILL:**
 - i. The contractor shall prepare a bill in duplicate indicating the goods supplied, the rates, the quantities, the TAX components and the Purchase Order details.
 - ii. The bill should be submitted along with the Delivery challan(s), if any.
 - iii. Copy of last VAT Payment receipt.
 - iv. Normally, bill shall be processed after receipt of all the goods ordered as per Purchase Order. However, part payment can be considered if cost of the supplied goods is more than 80% of the value of the Purchase Order subject to approval of the Sr GMTD, Bhubaenswar.
6. **The BSNL will pay no advance of any kind.**
7. **WARRANTY:**

The supplier will ensure that the *Guarantee/ Warranty* period of the computer consumables are properly defined for all the goods. During this period the supplier should see that the faulty/date expired computer consumable are replaced within 2(two) weeks, free from all charges at site.
8. **QUALITY OF GOODS:**

It is the responsibility of the supplier to ensure that the goods supplied are of genuine quality and brand. In case it is found that the goods are of duplicate quality or brand, BSNL may reject the contract and the supplier may be blacklisted for future business with BSNL.
9. Transportation and packing charges, if any, shall be borne by the supplier and the same shall not be claimed by the bidder, for reimbursement from BSNL.
10. The approved rates of goods shall remain unchanged throughout the contract period and the rate shall not be revised in any case.

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-V**FINANCIAL BID**

Sl. No	Item	Required Brand	Unit	Approx Qty Required	Rate per unit (in ₹) (Inclusive of all taxes)	
					In Figure	In Words
1	1.44 MB Floppy	Sony/Maxell/Fujistu/Amkette/ Imation etc	packet of 10 Floppy	100		
2	150 MB Data Cartridge	Imation/Sony	One	10		
3	1.2 GB Data Cartridge(SLR)	Imation/Sony	One	10		
4	1.2 GB SLR cartridge drive head cleaning cartridge	Sony/Imation/Fuji/Other	One	2		
5	8 GB Flash Drive (Pen Drive)	Sony/Imation/Fuji	One	30		
6	16 GB Flash Drive (Pen Drive)	Sony/Imation/Fuji	One	20		
7	1 TB External USB Drive	Sony/Seagate/MAXtor	One	2		
8	Blank DVD R 4.7GB (Without Jewel box)	Imation/Sony/Moserbaer etc	One	100		
9	Ribbon Cartridge for 80-col TVSE/Wipro/Epson DMP	Lipi/TVSE/Wipro etc	One	100		
10	Ribbon Cartridge for TVS-NOVO-130 (80 -Col DMP)	Lipi/TVSE/Wipro etc	One	10		
11	Ribbon Cartridge for 132-col/136 Col TVSE/Wipro/Epson Dot Matrix Printer	Lipi/TVSE/Wipro/Epson	One	40		
12	Ribbon Cartridge for LIPI MT 661/691	LIPI/Tally	One	1		
13	Ribbon Cartridge for Tally T-6180 (50 Million ch)	LIPI/Tally	One	1		

Read, understood , complied & agreed

Signature & seal of bidder with Date

14	HP C8727AA (27) Ink Cartridge	HP	One	20		
15	HP C8728AA (28) Ink Cartridge	HP	One	1		
16	HP C9351AA (21) Ink Cartridge	HP	One	100		
17	HP C9352AA (22) Ink Cartridge	HP	One	20		
18	HP Black Ink Cartridge for HP Office Jet-J3608 All_in_one printer (Ink No.702)	HP	One	10		
19	HP 818 (CC640Z) Black Ink Cartridge	HP	One	16		
20	HP 818 (CC643Z) Colour Ink Cartridge	HP	One	5		
21	HP C8061X (61X) Toner	HP	One	8		
22	HP-802 Black Ink cartridge	HP	One	6		
23	HP-802 Colour Ink cartridge	HP	One	6		
24	HP C8543X (43X) Toner	HP	One	90		
25	HP Q2612A (12A) Toner	HP	One	15		
26	HP Q5942A (42A) Toner	HP	One	1		
27	HP C4096A (96A) Toner	HP	One	1		
28	HP Q6000A Toner	HP	One	8		
29	HP Q6001A Toner	HP	One	2		
30	HP Q6002A Toner	HP	One	2		
31	HP Q6003A Toner	HP	One	2		
32	HP CC388A Toner	HP	One	20		
33	HP Q7551 Toner	HP	One	1		
34	HP CE505A Toner	HP	One	1		
35	Lexmark X204n Printer toner	Lexmark	One	15		
36	CD/DVD Drive Lens Cleaning Kit	Any	One	2		
37	CD Wallet with chain (100 Capacity)	Any	One	10		

Read, understood , complied & agreed

Signature & seal of bidder with Date

38	Optical mouse (USB)	Frontec/Intex/Logitech etc	One	30		
39	Optical mouse (PS2)	Frontec/Intex/Logitech etc	One	30		
40	Mouse pad	Any	One	30		
41	Keyboard (Plain 107/108 PS2)	Any	One	30		
42	Keyboard USB	Any	One	30		
43	Printer Data Cable	Any	One	10		
44	PC Power Cable	Any	One	30		
45	USB to Serial Converter	Any	One	4		
46	USB to PS2 Converter	Any	One	4		
47	Spike Booster(6x5amp pin compatible with Indian sockets)	Any	One	30		
48	RJ 45 Connector	Any	One	200		

Place : _____

Signature of the Tenderer _____

Date: _____

Name of the Tenderer _____

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-VI
CHECK LIST/REQUIREMENTS

Sl No.	Description	Reference	Remarks (Yes (Y), No (N), Not Applicable (NA))		
			(√ Tick whichever is applicable)		
			Y	N	NA
1	Tender form cost	Section-I			
2	EMD / Bid Security	Section-I			
3	Tender document signed by the tenderer or Authorised Person on all pages along with seal				
4	Self-Attested Photo copy of VAT Registration				
5	Self-Attested Photo copy of IT Return for 2012-13				
6	Self-Attested Photo copy of PAN Card				
7	Self-Attested Photo copy of Sales tax registration certificate				
10	Self-Attested Photo copy of latest Sales tax Clearance certificate				
11	Turnover Certificate	Section-II, Clause-2			
12	No near relative certificate duly filled in and signed	Section-VII, Annexure-D			
13	Letter of Authorization, if any, to attend Tender Opening Event (TOE)	Section-VII, Annexure-G			
14	Tenderer's profile duly filled in	Section-VII, Annexure-I			
15	Self-Attested Photo copy of Original "Power of Attorney" in case person other than the tenderer has signed the tender documents				
16	Self-Attested Photo copy of "Partnership Deed" duly registered if applicable				
17	Declaration of Non - tampering of tender document duly filled and signed.	Section-VII, Annexure-B			
18	Declaration for Downloading the tender Document vide Annexure-F.	Section-VII, Annexure-E			
19	Bid form duly filled and signed.	Section-VII, Annexure-K			
20	Clause by clause compliance duly filled and signed.	Section-VII, Annexure-C			
21	Check list duly filled in and signed.	Section-VI			
22	Integrity Pack duly filled and signed.	Section-VII, Annexure-H			
23	Undertaking regarding genuineness of the documents/information submitted duly filled in and signed.	Section-VII, Annexure-L			

NOTE:

- All corrections and overwritings must be signed with date by the tenderer or his authorized representative.
- Bidder should produce the relevant original documents for verification as and when required by BSNL.

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-VII**FORMATS FOR
DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES**

SL. No.	Format Name	Page No
1.	ANNEXURE-A: Agreement (Sample Format)	23-24
2.	ANNEXURE-B: Declaration of Non tampering of tender document	25
3.	ANNEXURE-C: Declaration of clause by clause compliance	26
4.	ANNEXURE-D: No near relatives certificate in BSNL	27
5.	ANNEXURE-E: Declaration for Downloading the tender Document.	28
6.	ANNEXURE-F: Performance Bank Guarantee (BOND FORM)	29-30
7.	ANNEXURE-G: Letter of authorisation for attending bid opening	31
8.	ANNEXURE-H: Integrity Pact	32-35
9.	ANNEXURE-I: Tenderer's Profile	36
10.	ANNEXURE-J: Mandate form for transfer of payment through electronic clearance / electronic fund transfer	37
11.	ANNEXURE-K: Bid Form	38
12.	ANNEXURE-L: Undertaking regarding genuineness of the documents/information submitted	39

ANNEXURE-A

AGREEMENT (Sample Format)

An agreement made this between Sr. GMTD, Bhubaneswar hereinafter called the BSNL to the context include his successors and assignees on the one part and having his/ its residence/ Office at.....
(Actual through its constituted attorney hereinafter called "Contractor" (Which term shall include their heirs, executors, successors and assignees on the other parts.

Whereas the BSNL is desirous of getting executed certain work namely: supply of computer consumables for Bhubaneswar Telecom District.

Vide Tender No..... dated -.....

And whereas the contractor is ready and willing to execute the said works in accordance with contract as per different terms - conditions of the tender document vide Tender No.....Dt

Now this agreement and it is hereby agreed and declared as follows.

1. The tender notice, Terms and conditions, Tender schedule etc as per tender document vide Tender No dated - along with its enclosures) annexed hereto and such other additional particular instructions drawing as may be found requisite to be given during execution of the work shall be deemed and taken to be integral part of the contract and also be deemed to be included in the expression " Contractual or contract documents" wherever herein used.
2. In consideration of the payment to be made to the Contractor for the works to be executed by him, the contractor hereby conveys the BSNL that the contractor shall in accordance with the tender document to supply computer consumables for Bhubaneswar Telecom District and shall perform all other acts, deeds, comments and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms- conditions of the tender.
3. The party at second part called as " Contractor" also declares that none of his/her relatives i.e Wife, Husband, Parents, Grand parents, children and Grand Children, Brothers, Sisters, Uncles, Aunts and cousins and their corresponding in-laws is working as an officer or an official in BSNL in Orissa Telecom Circle.
4. In consideration of the due provisions, execution and completion of the said works, the BSNL hereby agrees with the Contractor that the BSNL will pay to the Contractor the Read, understood , complied & agreed

respective amounts for the goods supplied by the contractor such sum(s) as may become payable to the contractor under the provisions of the contract agreement.

5. The contract will be in force for one year with effect from to

6. Performance Security Deposit of Rs.....is furnished below:-

Performance Security Deposit for Rs..... is furnished through of Bank Guarantee/
DD No. Dt..... of (bank)and it is valid upto
Dt.....

In witness where of the particulars here to have executed these present the day and the year first above written.

Signature of the Contractor

Signed and delivered

Name/Address of the Contractor

for and on behalf of the
Bharat Sanchar Nigam Limited.

In the Presence of witness:

1. Signature:

1.Signature:

Name/Address:

Name/Address:

Designation:

Designation:

ANNEXURE-B

Declaration of Non tampering of tender document

I, Sri/Smt/M/s _____ (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website "http://www.orissa.bsnl.co.in" or purchased from BSNL and I have checked up that no page is missing and all pages as per the index are available and no addition/ deletion/correction/tampering has been made in the tender document. In case at any stage, it is found that any addition / deletion / correction has been made, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Place: _____

Date: _____

Signature of bidder/Authorized Signatory

Name of the _____

Seal of the bidder: _____

ANNEXURE-C

DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE

I _____ (authorized signatory) hereby declare that I shall comply with all the terms and conditions of the tender documents as out lined in all the clauses unconditionally.

Place : _____ Signature of the Tenderer _____

Date: _____ Name of the Tenderer _____

ANNEXURE-D

NO NEAR RELATIVES CERTIFICATE IN BSNL

[Certificate to be given by the contractor in respect of no near relative (s) in BSNL of the contractor]

DECLARATION

I/We _____ S/o _____
_____ resident of _____

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

Signature of the bidder _____

Name : _____

Note: 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) and son's Wife (Daughter-in-law). Daughter(s) and daughter's husband (Son-in-law), Brother(s) and brother's wife, sister(s) and sister's husband (Brother-in-law).

Note: In case of proprietorship firm, certificate will be given by the proprietor, for partnership firm, certificate will be given by all the partners and in case of Private Ltd. Company, by all the directors of the company.

Signature of the bidder _____

Name : _____

(Capacity in which signing)

Place:
Date:

ANNEXURE-E

Declaration for Downloading the tender Document.

I _____
(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website www.orissa.bsnl.co.in and no addition/deletion/correction has been made in the proforma downloaded. I also declare that I have enclosed a DD for Rs...../- towards the cost of tender document along with this bid. In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation.

Date: _____ Signature of Tenderer _____

Place: _____

Name of Tenderer _____

(Along with date & Seal)

ANNEXURE-FPERFORMANCE BANK GUARANTEE (BOND FORM)

In consideration of the President of India (hereinafter called "the BSNL") having agreed to exempt _____ (hereinafter called the "Contractor(s)") from the demand, under the terms and conditions of an agreement/Tendering authority Order No. _____ . Dated _____ made between _____ and _____ for _____ for the supply of _____ (hereinafter called the "the said agreement"), of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for _____ we, (Name of the Bank) _____ (hereinafter referred to as "the Bank") at the request of _____ (contractor(s) do hereby undertake to pay to the BSNL an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL by reason or any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that he amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, out liability under this guarantee shall be restricted total amount not exceeding _____

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / suppliers in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We (name of the Bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Sr GMTD, BSNL, BHUBANESWAR certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of **ONE AND HALF YEAR** from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

Read, understood , complied & agreed

Signature & seal of bidder with Date

5. We (name of the Bank) _____ further agree with the BSNL that a the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL Against and said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s).

7. We (Name of the Bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated _____

Place _____

Signature:

For

(indicate the name of the Bank)

ANNEXURE-6LETTER OF AUTHORISATION TO ATTEND BID OPENING
(To reach on or before date of bid opening)

To

The DGM (Rural & Admin)
O/o Sr.GM Telecom District Bhubaneswar
Bhubaneswar 751 022 (ODISHA)

Sub: Authorization for attending bid opening on _____ (date) for the
"Tender for supply of computer consumables for Bhubaneswar Telecom District", Bhubaneswar.

Following persons are hereby 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 Signature
I		
II		

Alternate Representative

Signature of bidder Or Officer authorized to sign the bid
Documents on behalf of the bidder

Note:

- 1 Maximum of one representative 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 hall where bids are opened may be refused in case authorization as prescribed above is not received.

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-H

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 intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principals 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 principal will appoint an 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 a 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) could obtain an advantage in relation to the tender process or the contract execution.
 - (c). The Principal will exclude from the process all known prejudiced person.
- (2) If the Principal obtains 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

Section 2- Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit 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 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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- (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, specifications, subsidiary contracts, submission, or non-submission of bids or any other actions 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 Principal 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 payment he has made, is committed to or intends to make 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 outline 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 procedure.

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 is entitled to demand and recover the damaged equivalent to Earnest Money Deposit/Bid Security.
- (ii). If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, or if 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 per terms 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 procedure.

Section 6- Equal treatment of all Bidders/ Contractors/ Subcontractors

Read, understood , complied & agreed

Signature & seal of bidder with Date

- (i). The Principal will enter into agreements 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 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 obtains knowledge of conduct of a Bidder, Contractor, Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Subcontractor, which constitutes 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 obligation under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs 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 the Section, the Bidder(s) /Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms 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 customer, or any personnel or employee related data.

4. The Principal will provide to the Monitor sufficient information about all meeting among the parties related to the project provided such meeting 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 meeting.
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 non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties they act in a specific manner, refrain from action or 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 or 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 an 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 the Central Vigilance Commissioner, Government of India.
- 8. The word 'Monitor' would include both singular and plural

Section 9- Pact Duration.

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

Place.....

Date.....

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-ITENDERER'S PROFILE

Passport size
Photograph (To be
pasted) of the
Tenderer / authorized
Signatory holding
Power of Attorney with
signature on the front
side of Photo graph
overlapping the form

Sl#	Item	Details
1	Name of the individual tenderer	
2	Name of the person submitting the tender whose photograph is affixed (In case of proprietorship /Partnership firms, the tender has to be signed by proprietor/partner only holding the Power of Attorney to sign the bid, as the case may be)	
3	a. Permanent Address of the tenderer b. Local Address of the tenderer in Bhubaneswar SSA	
4	a. Tel. Nos. with STD code b. email id	Office: Fax: Residence: Mobile No: _____
5	Registration & incorporation particulars of the tenderer (if other than individual): i) Individual ii) Proprietorship iii) Partnership iii) Private Limited iv) Public Limited (Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)	
6	Name(s) of the Individual/ Proprietor/ Partners / Directors *	
7	Tenderer's bank, its branch, address and his current account type and number	
8	PAN No. & Income Tax Circle	
9	Is the firm registered with any Agency / Government? If so, furnish details of registration.	
10	Has the firm been blacklisted by any Organization? If so, attach details thereof. *	
11	Is the Bidder aware of all the Rules and Guidelines of Government on the subject of tender? (Write YES or NO)	
12	VAT Registration Number	

* (In case the space is insufficient, attach list separately)

1, Shri/Smt hereby declare that the information furnished above is true and correct.

Place:

Signature of tenderer /Authorized signatory

Date:

Name & Seal of the tenderer

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-J**MANDATE FORM FOR TRANSFER OF PAYMENT THROUGH
ELECTRONIC CLEARANCE / ELECTRONIC FUND TRANSFER**

To

The Sr General Manager Telecom District Bhubaneswar,
Bhubaneswar.751022 (ODISHA)

Sir,

Kindly pay any amount due to us to our Bank Account as detailed below either by Electronic Clearance/Electronic Fund Transfer mode and oblige.

Sl#	Item	Details
1	NAME OF THE CONTRACTOR	
2	NAME OF THE BANK	
3	NAME OF THE BRANCH	
4	NATURE OF ACCOUNT CA/SB/CC	
5	ACCOUNT NUMBER	
6	BANK CODE (MICR CODE)	
7	BANK IFSC CODE	
8	ADDRESS OF BANK	

DATE: _____

SIGNATURE OF SUPPLIER/BIDDER

(TO BE FILLED IN BY THE BANK AUTHORITIES)

The information furnished above is correct as per our records.

SIGNATURE OF MANAGER _____

WITH BANK SEAL AND DATE

Tel No: _____

Fax No:.....

Original copy signed by Bank Officer with seal to be submitted.

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-K

BID FORM

To

The Sr General Manager Telecom District, Bhubaneswar,
Doorsanchar Bhawan, Unit-IX,
Bhubaneswar-751022 (ODISHA).

Dear Sir,

- 1) Having the conditions of contract and services to be provided the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide the same in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2) We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
- 3) If our Bid is accepted, we will obtain the guarantees of a Nationalised/ Scheduled Bank for a sum not exceeding **2.5%** of the contract sum for the due performance of the Contract.
- 4) We agree to abide by this Bid for a period of **150** days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
- 5) Until an agreement is signed and executed, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.
- 6) Bid submitted by us is properly verified and prepared so as to prevent any subsequent replacement. We understand that you are not bound to accept the lowest or any bid, you may receive.
- 7) We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the BSNL website/ purchased from BSNL. Any deviation will result in the rejection of the bid.

a. Dated thisDay of2013.

b. Signature of

c. In capacity of

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

e. Witness

f. Address

g. Signature

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-L

**UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION
SUBMITTED**

I, Shri/Smt Son/Daughter of Shri do hereby undertake that all the documents / certificates submitted by me with this tender (tender for providing unskilled manpower for carrying out different activities in Bhubaneswar Telecom District) are true and are exact copies of the original documents/certificates are available with me.

I further undertake that if at any time any information furnished in the documents / certificates submitted by me are found to be false, BSNL will have every right to take suitable action against me including forfeiture of my EMD/ Performance Security Deposit, termination of my contact agreement and/or black-listing of my contract as deemed fit.

Place:

Signature of tenderer / Authorised signatory

Date:

Name & Seal of the tenderer

***** End of Tender document *****