



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
O/o THE T.D.M., BARIPADA-757001

**TENDER DOCUMENT FOR SUPPLY OF OFFICE
STATIONERIES
UNDER BARIPADA TELECOM DISTRICT**

NIT No:G-213(Part-III)/2014-15/01 Dated at Baripada the 13/05/2014

PRICE RS.525/-

Signature of Tenderer



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
O/o THE T.D.M., BARIPADA-757001

NIT No: G-213(Part-III)/2014-15/01

Dated at Baripada 13/05/2014

NOTICE INVITING TENDER

Wax/PVC sealed tenders in prescribed form are invited by the Telecom District Manager, BARIPADA on behalf of the Bharat Sanchar Nigam Limited, from the reputed experienced firms/dealers/order suppliers stationed at BARIPADA for supply of Office Stationery in Baripada SSA.

Cost of tender documents	EMD	Estimated cost	Issue of the tender paper in working days from	Last date & time of submission of tender	Date & time of opening of tender
Rs.525.00 Non refundable	Rs.5000/-	Rs.2.0Laks	16/05/2014 to 10/06/2014 during 10.00 hrs to 16.00 hrs	11/06/2014 upto 13.00Hrs.	11/06/2014 at 16.00Hrs.

1. Eligibility criteria for which the following documents are to be enclosed with the tender document.

- Attested copy of Firm Registration.
- Attested copy of sales tax registration Number/VAT No.
- Declaration of no near relative working in BSNL/DOT/MTNL.
- Attested copy of PAN card
- EMD of Rupees 5000/-
- The bidder should have minimum of 02(two) years experience in supply of office stationery work in reputed organization i.e. PSU / State Govt./Central Govt. and should have a turn over of **Rs.1 Lakh** in last two financial years i.e.2011-12 & 2012-13.
- Original tender paper duly signed by the bidder in each page.
- The bidder must have establishment / shop within Baripada or adjacent area.

2. Tender document with relevant details, can be issued from the SDE (PR),O/o the TDM, BARIPADA on production of Bank Draft/ Banker's Cheque of Rs.525/-, non-refundable, drawn in favour of AO (Cash), BSNL, O/o the TDM, BARIPADA payable at any Nationalized bank situated at BARIPADA. The tender document can also be downloaded from website www.orissa.bsnl.co.in/Baripada and can be submitted along with separate Bank Draft in favour of A.O. (Cash), BSNL, O/o TDM,BSNL, Baripada payable to any Nationalized Bank of Baripada of Rs.525.00 towards cost of tender document.

3. TDM,BSNL Baripada reserves the right to reject any or all tender without assigning any reason thereof.

**Telecom District Manager
BSNL, Baripada.**

Signature of Tenderer

INSTRUCTIONS TO TENDERERS:

1. Tenderers should carefully read all the terms and conditions / brands/ specification of the tendered office stationeries items and examine market rates etc. before submission of the tender.
2. Incomplete and conditional tenders will not be accepted by BSNL.
3. Tenders documents received without seal & signature, are liable to be rejected.
4. Any attempt or negotiation directly or indirectly on the part of the tenderer with the Authority to who he/they has/have submitted the tender or the Authority who is competent to accept the tender after its submission or any endeavors to secure interest for actual or prospective tender to influence by any means the acceptance of the particular tender, is liable to be excluded from the consideration.
5. The tendered stationeries shall have to be supplied to the Consignees anywhere in Baripada Telecom.District without any extra charges towards transportation, loading, unloading etc.
6. The rates should be quoted both in figure and in words inclusive of all taxes/ packing/forwarding/delivery charges up to the door premises of the Consignees anywhere in Baripada Telecom. District. In case of any dispute, the rates quoted in words will be treated as final.
7. The bills for supplying the articles shall be preferred by the approved supplier on their Firms Bills/Challan through the Consignee being duly received/ acknowledged/ certified/signed as to (1) Quantity received in full (2) Quality is good as per brand supplied (3) Entered in Stock Register mentioning page serial number.
8. There will be no request for correction of rates/submission of any left-out tender documents after its submission.
9. The requisite security money should be paid by the successful tenderer within 7(Seven) days notice ,failing which, the offer extended, shall be cancelled without giving any notice/reasons and the EMD will be forfeited.
10. The right to accept any tender or part thereof or to reject any or all tenders without assigning any reasons, is reserved by the TDM,Baripada.

FORMAT AND SIGNING OF BID

1. The bidder shall submit his bid, through sealed envelope physically complying all eligibility conditions, other terms and conditions of tender document . All the documents must be authenticated, by hand signatures by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
2. The TDM Baripada may ask the bidders(s) to supply besides original bid, additional copy of bids as required by him.
3. 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 person or persons signing 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.

Signature of Tenderer

4. Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney shall be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

SUBMISSION OF BID

The Bid shall be submitted in two SEALED envelopes. In envelope "A" the requisite documents as mentioned below may be submitted and it will be superscribed as "TECHNICAL BID OF OFFICE STATIONERIES". The cover of first envelope shall contain the 'Original Copy' of TECHNICAL BID .

Valid Trade license for dealing with respective supply such as Office Stationaries Items as the case may be.

- a) Attested copy of Firm Registration.
- b) Attested copy of sales tax registration Number/VAT No.
- c) Declaration of no near relative working in BSNL/DOT/MTNL.
- d) Attested copy of PAN card
- e) EMD of Rupees 5000/-
- f) The bidder should have minimum of 02(two) years experience in supply of office stationery work in reputed organization i.e. PSU / State Govt./Central Govt. and should have a turn over of **Rs.1 Lakhs** in last two financial years i.e.2011-12 & 2012-13.
- g) Original tender paper duly signed by the bidder in each page.
- h) Information sheet required by BSNL(Annexure –B).
- i) Cash receipt of Rs.525.00 in case of the tender document is downloaded from Website in absence of which the tender will be rejected.
- ii) Specimen for cover file, envelope & Tag will be supplied with the tender paper and at the time of supplying of material should be supplied with the same quality.

All the documents must be authenticated, by hand signatures by the authorized person.

In envelope 'B', the rate has to be quoted in the price (including all taxes) schedule of the tender document and is to be submitted superscribed as "FINANCIAL BID OF OFFICE STATIONERIES". The cover of second envelope shall contain the 'Original Copy' of the financial bid.

Both the envelopes A & B should be sealed separately and further kept in a single main envelope under the personal seal of the bidder. and addressed to the AGM(Admn),O/o TDM,Baripada duly superscribed as "**TENDER FOR SUPPLY OF OFFICE STATIONERIES**".

- a) The envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

Signature of Tenderer

b) The inner and outer envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.

(c) Tender should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person in the Chamber of the AGM(Admn) O/o the TDM,Baripada. The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.

(e) Bids delivered in person on the day of tender opening shall be delivered upto specified time & date as stated in NIT. The purchaser shall not be responsible if the bids are delivered elsewhere.

The tender shall be dropped in the Tender Box available in the Chamber of the AGM(Admn) O/o the TDM,Baripada **within 1300 hrs of 11/06/2014**. Any bid received after the dead line for submission of bids shall be rejected. If both the envelopes are not sealed and marked as required the bid shall be rejected.

MODIFICATION AND WITHDRAWAL OF BIDS

1. The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.
2. The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision. A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy by post not later than the deadline for submission of bids.
3. No bid shall be modified subsequent to the deadline for submission of bids.

OPENING OF BID

1. The tender opening committee will first open the envelope 'A'. This envelope containing Technical bid will be evaluated. After evaluation of Technical bid, the qualifying tenders will be intimated separately the date on which their financial bid will be opened. The financial bid will not be opened for those who fail to qualify in the Technical bid..
2. The Technical bid will be opened **at 1600 hrs of 11/06/2014** in the chamber of AGM(Admn),O/o the TDM, Baripada..
3. Maximum two nos. of representative of the tenderer will be permitted to attend the tender opening.
4. The tender opening register shall be signed by the tenderers/ their authorized representative during tender opening.
5. The Bid will be opened in presence of the Bidder/his/their authorized representative, if any.

TERMS AND CONDITIONS:

1. The tenderers should deposit prescribed EMD in the form of DD/Pay Order /Bankers Cheque drawn on any nationalized bank in favour of the Accounts Officer (Cash), BSNL O/o the TDM,Baripada in original along with the tender documents. Tender not accompanied with EMD, will be rejected.
2. The successful tenderer will be required to pay Security Deposit for each/any of the group of items as may be allotted to him/them as per prescribed limit in the form of DD/Pay Order/Bankers Cheque drawn on any nationalized bank in favour of the Accounts Officer(Cash),BSNL O/o the TDM,Baripada, within 7 (Seven) days from the date of receipt of notice,failing which, the offer extended, will stand cancelled without giving any notice/reasons and his/their EMD will be forfeited.
3. The successful tenderer will be required to sign Contract Agreement Deed with Telecom District Manager,BSNL,Baripada on Non-judicial stamp paper of rupees twenty only at their own cost which is non-refundable before the work is allotted to him/them.

Signature of Tenderer

4. The EMD of the successful tenderer will be converted as security deposit and the amount along with Security Deposit will be retained with BSNL till the term of the tender without any interest. Those of unsuccessful tenderers will be refunded after finalisation of the tender without any interest.
5. EMD is liable to be forfeited by the Telecom District Manager, BSNL, Baripada under any or all of the following circumstances :
 - a) In case of false statement or false document is detected.
 - b) In case of withdrawal of his/their tender after submission.
 - c) In case of failure to execute the Agreement within the stipulated period of time.
 - d) In case of failure to deposit the security money within the stipulated period of time.
- 5(a) In case of violation of terms and conditions of tender regarding supply of office stationeries, security deposit will be foreited.
6. There will be no interest payable on the amount of EMD or security deposit so long the same will remain deposited with the office.
7. This tender neither transferable any way nor EMD & SD deposits.
8. The rates quoted shall remain valid for a period of 1 (One) year from the date of the Agreement executed with the successful Bidders and may be extended for a further period on mutual agreement . No request for enhancement of rates in any reasons during the contract period, will be entertained.
9. The rates should be neatly written/typed out in English/Hindi both in figure and in words and any over-writings should be avoided. However, any unavoidable over-writings shall be initialed properly. In case of any dispute, the rates quoted in words, shall be treated as final.
10. The rates should be realistic and against specified make/brands.
11. In case of quotation of any imaginary rates/false brand/makes offered by the tenderer, their tender shall not be considered.
12. Before finalisation of the rates of any of the Bidders, their shops at the given address and stocks of the tendered supply items will be inspected by the tender Evaluation Committee if so required to ascertain whether they are capable to execute time to time supplies from the indenting units.
13. The rates of the individual items shall be physically verified by the Tender Evaluation Committee from the local market and if needed, even from the manufacturers.
14. There will be no bulk purchases of any of the items. The items will be procured as per time to time requirements of the indenting units throughout Baripada Telecom. District. As such, no guarantee is given that purchases will be made for the exact amount as estimated.
15. The relatives/near relative of BSNL employees, either directly recruited or on deputation in Baripada Telecom. District, are prohibited from participating in this tender of TDM, BSNL Baripada Telecom District, Baripada.
 - a. Member of Hindu Un-divided Family.
 - b. They are Husband and Wife.
 - c. The one is related to the other in the manner as Father, Mother, Son(s), Son's Wife (daughter-in-law) Daughter(s), Daughter's Husband (son-in-law) Brother(s), Brother's Wife, Sister(s), Sister's Husband (brother-in-law).

Signature of Tenderer

16. Generally, the requirements shall be supplied by the approved Vendors as per time to time purchase orders issued by any of the competent authority Viz SDE(PR)/SDEs/AOs as per requirement from time to time but to meet any emergent situation, the time to time requirements may be executed even on verbal/telephonic orders, which will, however, be regularized by formal covering orders. No excuses/refusal for non-execution/non-compliance of such verbal/telephonic orders shall be entertained.
17. Requirements supplied other than approved brand/makes, will not be accepted. Besides, supplies of any inferior quality, if detected, shall not be accepted and the same has to be replaced immediately.
18. In case of delay in supply/non-supply of any ordered the Indenting Authority may procure the item from the open market and may impose as penalty the cost difference thereof compounded with 10% establishment charges. Such penalty will be deducted from the pending bills/Security Deposit.
19. If the date of submission/opening of the tender subsequently comes under any unscheduled Bundh/Holiday, the tender will be received and opened on the next working day as per above time and venue without giving any further notification in this regard.
20. The Telecom District Manager, Baripada Telecom District (BSNL), Baripada, does not bind himself to accept the lowest rates. The qualification of the tenderer will be adjudged as per discretion of BSNL Authority, Baripada Telecom.
21. The tender will be valid for a period of one year commencing from the date of agreement as per the convenience of BSNL.

PAYMENTS :

1. Bills towards materials supplied will have to be submitted in triplicate along with Challan on supplier's own firm bills through the Consignee being duly received/certified as (1) Quantity supplied (2) Quality supplied (3) Stock Entry with page number
2. The payments will be made by the Accounts Officer (Cash), BSNL O/o TDM, Baripada by cheque after due verification and passing of the bills by the competent authority.
3. Deduction of Income Tax, if any, will be made by the A.O. (Cash) before payment from the bills at source and TDS certificate will be issued by him from time to time.
4. Sales Tax as applicable will be deducted from the bill if so desired by Sales Tax Authority.
5. Penalty, if imposed, will be deducted from the bill/SD
6. Penalty @ 1% on the total value of the items for which P/O is issued, will be levied per week of delay or fraction thereof and the penal amount will be deducted from the bill/SD.

AWARD OF CONTRACT :

1. Normally the tender shall be awarded to a party if the value of all the tendered items is found to be lowest provided it meets the terms and conditions of the tender and is otherwise not declared invalid. If the rates of all the items are not found to be lowest then items will be grouped as per quantity of requirement to arrive at the lowest tenderer. However, it is the discretion of the tendering authority to decide the tender and enter into agreement with the bidder as finalized by the competent authority.

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2. The lowest bidder of the group may be asked for negotiation if the price quoted against any individual item is found excessively high. In such case, the lowest bidder will be declared successful only after the negotiation and there upon he will be asked to execute agreement.

TERMINATION:

1. The contract with the successful tenderers may be terminated due to non-adherence to delivery schedule/supply of poor quality item other than that specified in the tender/due to other reasons as per the terms of the tender.
2. In case of failure to execute supply of the ordered P/Os within the delivery period as may be mentioned in the P/Os or during the period of extension of the P/O if any, security deposit will be forfeited by the Telecom District Manager, Baripada Telecom District(BSNL),Baripada. Other conditions of dealing with security deposit are given in the Agreement Deed.
3. If the supplier desires an extension of time of the P/Os on ground of unavoidable hindrances or any other genuine ground, he/they shall apply in writing to the Issuing Authority and where such reasonable/genuine ground exists, the later will grant such extension of time as may be deemed fit and proper.

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 non 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.

DISPUTE :

Dispute, if any arising out of this tender, will be subject to arbitration and the same shall be referred to the arbitration of the CGMT Orissa Circle or any other person appointed by him as the Arbitrator

Signature of Tenderer

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.

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.

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- (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 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 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.

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 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 procedures.

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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.
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.

Signature of Tenderer

- 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

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 Tenderer

(Annexure-B)

INFORMATION SHEET

Name of the Tenderer :

Name of the Firm :

Registration Details :

Present Address :

Permanent Address :

Phone Number : Office/Firm
Residence

FAX Number :

Income Tax Account Number/PAN :

Bank Account Number and details :

EMD Particulars :

Date :

Place : Signature of the tenderer.

Signature of Tenderer

A G R E E M E N T

This agreement made on this day of between..... having his registered firm at the town of hereinafter called the BIDDER (which expression shall unless excluded by the repugnant of the context be deemed to include its successors and assigned) of the one part and the Telecom District Manager, Baripada , hereinafter called BSNL (Which expression shall unless excluded by or repugnant of the context to be deemed to include its successors in the Office and assignees) of the other part.

Whereas in pursuance of Tender Notice No..... Dated by the Telecom District Manager, Baripada Telecom District, Baripada, regarding tender for supply of Stationeries the supplier participated in the tender and has been approved after observing all formalities. The supplier has agreed to supply of Stationeries in response to the Tender notification No. at Baripada. The supplier agrees to abide by and fulfill all the terms and conditions. The supplier do hereby abide by the conditions that the BSNL will forfeit the amount of Rs. paid by him towards Earnest Money Deposit to the BSNL, if he withdraws the tender before final acceptance of the tender by the TDM, Baripada or fails to pay Security Deposit amount Rs..... within the stipulated time of intimation of the acceptance of the tender or to execute the prescribed agreement within the time prescribed for the same, without prejudice to any other rights of BSNL.

SECURITY DEPOSIT :

The supply has deposited a sum of Rs..... only towards Security Deposit vide Cash Receipt No..... Dated...../ DD No.....Dated..... of Bank..... EMD amount of Rs..... paid by the successful supplier will be converted and adjusted to SD. The Security Deposit does not carry any interest. The Security Deposit will be refunded, after completion of tender period. The supplier will not claim any interest on the Earnest Money Deposit or Security Deposit amounts while it is in the custody of the BSNL.

The bidder agrees that the decision of the T.D.M.Baripada regarding meaning and effects of this tender and agreement and also on the disputes arising out of the execution of the works and settlements of my /our claims shall be final and legally binding.

Payment Terms :

The successful supplier should submit the bills after supply of stationeries item. The bill will normally be paid by Cheque on receipt of Bills in TDM office. All the bills of the bidder will be paid subject to the recovery of Income Tax .

VALIDITY OF THE AGREEMENT :

The supplier is accepting that the approved rates will be valid for a period of one year commencing from the date of signing of the agreement with the right of the BSNL to have it extended for further period of six months subject to three months at a time or to a date till the

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next tender is finalized whichever is earlier at same terms & conditions to suit the convenience of BSNL.

ARBITRATION:

In case of dispute in respect of interpretation of any of the Clause(s), the case will be referred to the Arbitrator and the decision of the Arbitrator will be final and binding to both the parties.

IN WITNESS WHEREOF the parties to these presents have hereunto set and superscribed their hands and seal on the Agreement Deed on this _____day of _____2014.

Signature :

Signature :

Name :

Name :

(Supplier)

(BSNL)

Signed in presence of :

1. _____

1. _____

Signature/name/address

Signature/name/address

Signature of Tenderer

ANNEXURE-A
DECLARATION

From -----

To

The Telecom District Manager,
Baripada Telecom District,
Baripada---757001

Sub : Supply of Office stationeries.

Ref : Your NIT No..... Dated-.....

Sir,

In response to your above referred NIT for the captioned works, I/We hereby undertake to declare as below :

a) I/We hereby declare that I/We have gone through the terms and conditions stipulated in the tender notification and agree to abide by all of them in the event of acceptance of my/our offer.

b) I/We-----son of-----
do hereby declares that none of my relatives as defined in the tender documents is/are employed in the BSNL as per details given in the tender documents. In case at any stage the information found to be false/incorrect to the Telecom District Manager, Baripada Telecom District(BSNL),Baripada, shall have absolute right to take any action as may be deemed fit and proper , without any prior information to me.

Yours faithfully,

(Signature)

Full Name :

Full Address :

Phone :

Signature of Tenderer

DECLARATION

The tenderer hereby covenants and declare that all the information, documents, Xerox copies of documents/ certificates enclosed along with the tender document are correct and if any thing/documents found false and/or any suppression of fact is detected at any time, than his tender will be terminated and EMD/SD/Bills pending with department will stand forfeited to BSNL and the contractor will be debarred from participation of any tender of this department in future.

Certify that I/We read and agree with all the terms and conditions, specifications included in the tender documents and offer to execute the work at the rates quoted in financial bid. If I/We fail to enter into the agreement & commence of works in time the EMD/SD as deposited will stand forfeited to the BSNL.

In witness whereof this undertaking has caused on theDayMonth of Year

Date:-

Place:-

(Signature)

Name:

Designation:

Witness:

1) Name:

Address:

2) Name:

Address:

Signature of Tenderer

TENDER

FOR

OFFICE STATIONERIES

(FINANCIAL)

NITNo:-G-213(Part-III)/2014-15/1 Dated at Baripada the 13/05/2014

Signature of Tenderer

OFFICE STATIONERIES**RATE SHEET**

(Tenderer must fill up the rates for all items for the specified brand without which the tender will not be considered at all)

Sl. No.	Name of the items and specification	Unit	Brand Name	MODEL NUMBER/SPEC	Unit rates (in FIG & WORDS)
PEN/SKETCH/MARKER					
1.	Add Gel Pen,PG 500 (Red /Black/Blue)	Each	Add gel		
2.	Add Gel Refill	Each	Linc Cello		
3	Jotter Pen	Each	Reynolds		
4	Ball pen One side	Per piece	Linc Cello		
5	Ball Pen Refill	Per Pkt of 10 Nos	Linc Cello		
6	Ball pen Both side (Red/Blue)	Per dozen	Linc Prince		
7	Ball pen Both side Pointed Refille Red : Line 1600 Blue : Line 1500	Per Box of 10 Nos.	Linc		
8	Jotter Steel Body Ball pen with Steel refill	Each	Linc		
9	Jotter Steel Refill	Each	Linc		
10	Sketch Pen ,12 Color in a box	Per Box	Camel		
11	White Board Marker Pen, 2.0 mm , Pocket of 10 piece	Per pocket	Kores Camlin		
12	Refill	Per Packet	Renko/10 Pc Reynolds/10 Pc		
13	Renold Racer Gel Pen	Each	Reynold		
14	Cello Fine grip Pen	Each	Cello		
15	Pen (use & throw)				
16	Rubber/Easer				
17	Pencil cutter				
18	Marker Pen (highlighting)				
19	Cissor				
PAPER					
1	Carbon Paper 210 x 330mm	Per Packet	Kores		

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2	White paper (DF)	Per Quare	Emami		
3	Rolling paper (SF)	Per Quare	Emami		
4	Drawing paper (Pulpboard)	Each Sheet			
5	Xerox paper,FS original Mill Pack,Packet Containing 500 Sheet	Per Packet	JK		
6	Xerox paper,FS original Mill Pack,Packet Containing 500 Sheet	Per Packet	A4 size JK		
7	Xerox Paper,FS original Mill Pack,Packet Containing 500 Sheet	Per Packet	B4 size JK		
8	Xerox paper ,FS original Mill Pack,Packet Containing 500 Sheet	Per Packet	A3 size JK		
9	Xerox paper ,FS original Mill Pack,Packet Containing 500 Sheet	Per Packet	B3 size JK		
REGISTER/Note Sheet/Writing pad/Fax Roll					
1	AttendanceRegister Containing 96 Pages	Each	Elite		
2	Register No-2	Each	Lion		
3	Register No-4	Each	Lion		
4	Register No-6	Each	Lion		
5	Register No-8	Each	Oxford		
6	Register No-10	Each	Oxford		
7	Register No-12	Each	Oxford		
8	Register No-16	Each	Oxford		
9	Note sheet,Per Pocket containing 100 Sheet	Per Pocket			
10	Writing pad (1/8 size)	Each	Deepak		
11	Short hand book 1/8 size (200 Pages)	Each	Oxford		
12	Fax Roll 50 Mtr	Each	Kores		
13	Fax Roll 30 Meter	Each	Kores		
ENVELOPE					
1	Envelope 4" x 5", Pre printed with BSNL Logo, Bi Lingual	Per 100			
2	Envelope 9" x 4",Pre Printed with BSNL logo,Bi Lingual	Per 100			

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3	Envelope 10" x 4",Pre Printed with BSNL logo,Bi Lingual	Per 100			
4	Envelope 12" x 5",Pre Printed with BSNL logo,Bi Lingual	Per 100			
5	Cotton envelope 11" x 5",Pre printed with BSNL logo,Bi Lingual	Per Dozen			
6	Cotton envelope 15" x 10",Pre printed with BSNL logo,Bi Lingual	Per Dozen			
7	Cotton envelope 16" x 5",Pre printed with BSNL logo,Bi Lingual	Per Dozen			
8	Window Envelope 10" x 4"	Per thousand			
FILE					
1	Printed File Cover (Bi-lingual) made of triplex Board	Per100 pieces	Triplex Board		
2	Printed Bi-lingual File cover (Eng/Hindi) with BSNL Logo, inside Cloth pasting to be printed on triplex Board	Per100 pieces	Triplex Board		
3	Fly leaf (Ord) (full scape)	Per 100 pices	Ordinary		
4	Folder file (full scape)	Each	Ambassadar		
5	File cover with office name (full scape)	Per 100 piece	Local		
6	File board (full scape)	Each	Local		
7	Guard file	Each	Oxford		
8	Cover file plastic coated	Each	Oxford		
9	Four Folder Files,Polycoted Strong	Each	Ambassador		
10	Conference File ,Best Quality	Each	Serical		
11	Index File Ist Quality Fitted with kangaroo Clip	Each	Ambassador		
12	Executive Folder	Each			
OFFICE ITEM					
1	Paper weight ,Decorated	Per Dozen	Local		
2	Staple Machine 24/6 with insulin	Each	Kangaroo HD 45		

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3	Staple Machine No .10 with insulin	Each	Kangaroo		
4	Staple Machine No.10(Stapling plier Long-Type)	Each	Kangaroo HP 45		
5	Staple pin 24/6 Box contg. 10 pkts	Per Box	Kangaroo/kores		
6	Staple pin No.10 Box 20 Pkts	Per Box	Kangaroo/kores		
7	Staple Pin 23/17	Per Pocket	Kangaroo/kores		
8	Erazex (white)	Each	Kores		
9	Stamp ink	Each	Camlin		
10	Cello tap (Big)	Each	Kores Corporate		
11	Pin cushion	Each			
12	Scale (1 fit)	Each	Camlin		
13	Poker (Plastic handle)	Each			
14	Poker (steel handle)	Each			
15	Calculator(8 digits)	Each	Casio		
16	Calculator(10 digit)	Each	Casio		
17	Pencil(HB),Containing 10 pices	Per Packet	Camlin		
18	Water sponge	Per Packet	Ordinary		
19	Alpin 100 gm Pkt with Mill/Co Packing	Per Packet	King		
20	Guarder	Per 100gms			
21	Gum Tube 30 ml	Per Tube	Kores		
22	Gum Bottle 700 ml	Per Tube	Kores		
23	Punching Machine (double punch)	Each	Kores		
24	Card thread	Each Bundle	Ordinary		
25	Key purse (Lether)	Each	Bata/liberty		
26	Dettol (100ml)	Each Bottle	Dettol		
27	Table glass (5mm)	Each	Salvin		
28	Glass Tumbler	Each	Year T10A		
29	Sealing wax	Each Piece	GPO per Box		
30	Waste paper basket		Cello		
31	Battery(for touch)	Each	Eveready		
32	Pencil battery	Each	Eveready		

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33	Candle(medium)	Each	Local		
34	Candle (big)	Each	Local		
35	Room freshener,200 ml	Each	Premium		
36	Cup & Plate	Each Set			
37	Cup & plate(Bone China)	Each Set			
38	Sutuli	Per Kg			
39	Desk Calendar	Each			
40	Tag 6"	Each Bundle			
41	Tag 9"	Each Bundle			

42	Stamp Pad(small)	Each	Kores		
43	Stamp Pad(Big)	Each	Kores		
44	Knife(Midium Size)	Per Piece	Ordinary		
46	Perfume,90 ml	Per Bottle			
47	Moretin(Insect Clener),320 ml	Per Bottle			
48	Table Cloth	Per Sq Ft			
49	Vacume Cleaner	Each	Eureka Forbs		
50	Aqua Guard	Each			
51	Aqua Guard Candle	Each			
52	Pamose	Each			

CLEANING ITEMS

1	Suban Powder	Per Kg	Bengal Chemicals		
2	Lifebuoy soap	Each	Lifebuoy		
3	Vim powder	Per Kg	Vim		
4	Phenyl, 5 Ltr Tin	Per Bottle	Bengal chemicals		
5	Phenyl, 450 ml Bottle	Per Bottle	Bengal chemicals		
6	Bleaching powder,1 Kg pocket	Per Pocket	TMC		
7	Naphthalene	Per Kg	Bengal Chmicals		

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8	Odonil	Each Packet	Odonil		
9	Herpic	Per 500ml	Herpic		
10	Brush	Each	Camlin		
11	Sani clean (Kline toilet)	Per Bottle	Bengal Chemicals		
12	Sani fresh Liquid	Per Bottle	Bengal Chemicals		
13	Dettol Liquid,1/2 Ltr Bottle	Per Bottle			
14	Lizzol (Fllor Cleaning) ,1/2 Ltr Bottle	Per Bottle			
15	Perfume, 150 ml	Per Bottle			
16	Moretin(Insect Clener),320 ml	Per Bottle			
17	Colin(Glass & House hold cleaner),500 ml	Per Bottle			
18	Mosquito Coil,Moretin	Per Coil			
19	Mosquito Liquid,Mortein	Per Bottle			
20	Surf	Per Kg			
21	Tide	Per Kg			
1	Plastic Chair	Each	Cello/supreme		
2	Plastic Table	Each	Cello/supreme		
3	Towel,75 X 150 cm	Each	Bombay dying		
4	Tool Box for Line staff	Each	Taparia		
1	Water Filter,steel Body,21 Ltr	Each	PURO		

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2	Water Filter,Plastic Body,21 Ltr	Each	PURO		
3	Filter Candel	Each	PURO		
4	Plastic Bucket, 20 Ltr	Each	Cello		
5	Plastic Jug, 2.5 Ltr	Each	Cello		
6	Plastic Mug,1 ltr	Each	Cello		
7	Drinking Glass	Per Dozen	Year T10		
8	Flask, 1ltr	Each	Eagle		
9	Drinking Glass Cover	Per Dozen	Classic		
10	Water bottle	Each			
11	Cool Keg,10 Ltr	Each	PURO/CELLO		
LOCK & KEY					
1	Lock & Key, Godrej Navtal ,7 Lever Brass Body	Each	Godrej		
2	Lock & Key,6 Lever, Brass Body	Each	Godrej		
3	Lock & Key, 5 Lever, Brass Body	Each	Godrej		
4	Lock & Key Medium	Each	Link		

The rate quoted should include warranty of one years.

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