

PART –A



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

Office of the
Chief General Manager, Orissa Telecom Circle
Bhubaneswar-751001

BID DOCUMENT
NIT No.CGMT/AD(Engg)/Comp/2009-10

TENDER FOR PURCHASE OF
COMPUTER CONSUMABLES
IN THE
OFFICE OF THE
CHIEF GENERAL MANAGER,
ORISSA TELECOM CIRCLE, BHUBANESWAR

Price Rs.520/-



BHARAT SANCHAR NIGAM LIMITED

(A Govt.of India Enterprise)

Office of the

Chief General Manager, Orissa Telecom Circle

Bhubaneswar-751001

BID DOCUMENT

TENDER FOR PURCHASE OF

Computer consumables

in the office of

the Chief General Manager, Telecom.

Orissa Circle, Bhubaneswar.

NIT No.CGMT/AD(Engg)/Comp/2009-10

PART-A QUALIFYING BID

| <u>Particulars of Issue of Tender Document.</u> | |
|--|---|
| <u>Cost of tender document</u> <u>Rs.500 + 20/-(4.%VAT)=Rs.520/-</u> | <u>Details of Payment towards cost of</u> <u>tender</u> <u>document</u> |
| | <u>Receipt. /D.D. No.</u> |
| | <u>Date of payment</u> _____ / _____ /2009 |
| <u>Name of the Tenderer:</u> | <u>D.D. drawn on:</u> <u>(Name of Bank & Branch)</u> |
| <u>_____</u> <u>A.D. (Engg)</u> <u>O/o the CGMT Orissa Bhubaneswar</u> | |
| <u>EMD Particulars:</u> | |
| <u>Amount of Deposit Rs.</u> | |
| <u>Receipt/D.D. No.....</u> | |
| <u>Dated.....</u> | |
| <u>Demand Draft drawn on.....</u> | |
| <u>(Name of Bank & Branch)</u> | |
| <u>Signature of the Tenderer</u> | |

Office of the
Chief General Manager Telecom.
Orissa Telecom Circle,
Unit-III, PMG Square,
Bhubaneswar-751001



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

SECTION -1

NOTICE INVITING TENDER **FOR** **PURCHASE OF COMPUTER CONSUMABLES**

TENDER NO. & DATE- 18.08.2009- -(NIT No.CGMT/AD(Engg)/Comp/2009-10)

DUE DATE & TIME OF RECEIPT: --

10.09.2009 Upto 1 PM

DATE & TIME OF OPENING:

10.09.2009 at 4 PM

The Chief General Manager, Orissa Telecom circle, Bhubaneswar, for and on behalf of BSNL, invites sealed tenders in the prescribed tender form for purchase of computer consumables for the office of CGMT.Orissa. The details of tender as required are appended below:

1.

| Name of the Office | Items required | Estimated cost | EMD |
|---|-------------------------------------|-----------------------|------------|
| Office of the Chief General Manager Telecom, Orissa circle, Bhubaneswar | Computers consumables(except paper) | Rs.600000.00 | Rs.12000/- |

A. Eligibility of the tenderer:

- (1) The manufactures/dealers who undertake to supply computer consumables (except paper) to the appropriate authority are eligible to participate in the tender.
- 2) The bidder shall furnish annual turnover certificate of more than 5 (five) lakhs rupees with the tender papers for Financial year-2008-09 with respect to computer consumables.
- 3) Near relatives of BSNL employees either directly recruited, absorbed or on deputation/deemed deputation are prohibited from participating in the tender. A certificate is to be given with the tender by the tenderer, to the effect that no near relative(s) of the tenderer is (are) working anywhere in whole of the BSNL.

Signature of tenderer with seal

The near relative means:

Section-I

-) Members of a Hindu Undivided family;
-) The one is related to the other, in manner, as husband, wife, father, mother, son (s) & son's wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law) brother(s) and brother's wife, sister(s) sister's husband (brother-in-law), father-in-law, mother-in-law, grandfather, grandmother, grandsons, granddaughters, uncles, aunts, first cousins, nephews, nieces, relationship established by legal adoptions.

In case of proprietorship firm, aforesaid certificate will be given by the proprietor; for partnership firm, by all the partners and for Limited Companies by all the Board of Directors of the Company.

C. Details of Tender:

1. **Period of Contract:** One year from the date of agreement
2. **Sale of tender documents:**
Between 10.00 hrs to 15.00 hrs. from **21.08.2009 to 10.09.2009** on all working days obtainable from A.D.(Engg), O/o the CGM (BSNL) Orissa Circle, PMG Sqr., Bhubaneswar (Room No: 114, 1st floor) in person on production of either Cash receipt, issued against the deposit of Rs.520/- from the cash counter of A.O (A & P) O/o- CGMT, Orissa Circle, Bhubaneswar or D.D. for the above amount drawn in favour of AO (A&P), BSNL O/O the C G M, (BSNL) Orissa Circle, Bhubaneswar payable on any scheduled bank at Bhubaneswar.
3. **Price of tender document:** Rs.500 + Rs.20 (i.e. 4% VAT) =Rs.520/-
4. **Period for Submission of Tender :** During working days from 10.00 hours to 13.00 hours up to **10. 09. 2009**
5. **Time of opening of Bids:**
Qualifying Bids: At 16.00 Hrs. of **10.09. 2009** at Room No.114, 1st floor, % CGMT BSNL Orissa, Bhubaneswar.

Financial Bids: To be intimated later on.

If the date of opening of the bids happens to be a holiday, the tenders will be opened on the next working day at the same time/venue.

The Chief General Manager Orissa Telecom Circle, Bhubaneswar reserves the right to reject the tender at any point of time without assigning any reason thereof.

B.K.Mallick

Dy. General Manager (HR&Admn)

For CGM BSNL Orissa Circle, Bhubaneswar-751001

Date:- 21.08.2009

Signature of tenderer with seal

SECTION –II (A)

TENDERER’S PROFILE & OTHER DETAILS

00. Name of the tenderer.....

00. Name of the person submitting the tender
Shri/ Smt.....

03. Address of the tenderer:

| (Present) | (Permanent) |
|-----------|-------------|
| | |
| | |
| | |
| | |

04. Tel. No (With STD code): Off..... Fax.....
ResidenceMobile.....

05. Category of the Tenderer: (Please tick the appropriate)
(i) Individual (ii) Proprietorship Firm (iii) Partnership Firm (iv) Private Ltd. Co.
(v) Public Ltd. Co. (vi) Others

06. Name(s) of Individual/ Proprietor/ Partners / Directors:
.....
.....

07. Tenderer’s bank details:

- i) Name of Bank
- ii) Branch with its code No.....
- ii) Account No.
- ii) Types of Account (Savings/Current /Cash current) etc.....
- ii) Commercial license particulars (Photocopies duly attested)
- ii) Particulars of cash receipt or Bank Draft in support of the Purchase of blank tender form @ Rs.520/-

08 Experience particulars.
11. Certificate for annual turn over of more than 5(five) lakhs,i.e. latest ITCC for the financial year 2008-09.

Date:
Place:

Signature of Tenderer with seal

SECTION –II (B)

1. Eligible Bidders

- a) The bidder shall also submit a clear declaration that it will be able to supply the computer consumables.
- b) The bidder shall submit VAT Registration of the firm along with TIN number/latest ITCC.
- c) The bidder should have annual turnover of more than 05(five) lakhs rupees for last financial year-2008-09, with respect of computer consumables.
- d) The bidder must submit dealership certificate of the make quoted by him.

2 Expenditure of Bidding

The bidder shall bear all expenditures associated with the submission of the Bids etc. BSNL in no case will be responsible for any expenditures incurred in compliance of Para (1) above or whatsoever regardless of the outcome of the bidding process.

3. Bid Document

3.1 Bid document includes:

- a) Notice Inviting Tender- Section-I
- b) Instructions/guidelines to bidders – Sections IIA, IIB
- c) General/commercial conditions of the contract – Section – III.
- d) Special conditions of the contract – Section- IV
- e) Supply of computer consumables and period- Section V
- f) Bid form – Section- VI
- g) Performance Security Bond Form – Section- VII
- h) Letter of authorization to attend bid opening. – Section- VIII
- i) Proforma for no relative in BSNL declaration – Section – IX
- j. Price schedule.

3.2 The bidder is requested to peruse all instructions, terms and specification in the Bid document. Failure to furnish all the information required, as per Bid Document, or submission of the bids not substantially pursuant to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

3.3 A prospective bidder, requiring any clarification on the Bid document, shall request the BSNL in writing or by Fax. The BSNL, shall respond in writing to any request for the clarification on bid document, received 7 days prior to the date of opening of tender.

4. Amendment to bid document

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

5. Bid Security:

- a) The bidder must deposit Bid security /EMD amounting to Rs12000/-The Bid Security/EMD shall be in the form of Cash/Demand Draft drawn in favour of the Accounts Officer (A&P), BSNL, Office of the Chief General Manager, Telecom. Orissa circle, Bhubaneswar, payable at any scheduled bank located at Bhubaneswar.
- b) The bid security of unsuccessful bidder will be discharged / returned without any interest as early as possible but not later than 30 days after the expiry of the period of bid validity.
- c. Original receipt of payment of EMD at the cash counter/the Demand Draft drawn in favour of the Accounts Officer (A&P), Office of the Chief General Manager, BSNL. Orissa Circle, Bhubaneswar, payable at any scheduled bank located at Bhubaneswar, should be attached with qualifying bid. The qualifying bid with out EMD will be straightway rejected and no correspondence with such bidder will be made.

Signature of the tenderer with seal

6. **The Bid Security may be forfeited:**
- a) If bidder withdraws its bid during the period of bid validity specified by it in the bid form.
 - b) If the successful bidder fails:
 - i) To furnish performance security in accordance with clause 2 of Section-III
 - ii) To sign contract within prescribed period as mentioned in the clause 11 of section II B.
 - iii) The bidder shall have to quote price (s) against all the items, for tender, where number of items are more than one .

7. **Format and Signing of Bid:**

The bidder shall prepare one complete set of original bid.

- 7.1 The original bid shall be signed by the bidder or a person duly authorized to bind into the bidder the contract.
- 7.2 Any over writing(s)/erasure(s) in the bid, made by the bidder, shall be signed by the person signing the bid.

8. **Submission of Bid:**

8.1 The bidders are specifically required to submit their offer the three parts, each in different scald envelope duly marks as:

- (a) Envelope-A (i) Bid security & Cost of Bid document.
- (b) Envelope-B:- Qualifying Bid.
- (c) Envelope C:- Financial Bid.

All these offers should be submitted in a large cover with personal seal and super-scribed as **“ Tender for supply of computer consumables in the office of the CGMT, Orissa Circle, Bhubaneswar, NIT No.CGMT/AD (ENGG)/Com/-2009-10”** addressed to the Dy General Manager (Admn) Room No113 1st Floor, Office of the Chief General Manager, Orissa Telecom circle, PMG Square, Bhubaneswar-751001. The envelopes should also bear the name and address of the tenderer on the left lower corner.

8.2 Envelope A should contain Bid security /EMD of Rs.12000/- and cost of the BID document of Rs.520/-

8.3 Envelope B should contain all the techno-commercial bid along with related document (s) establishing bidders eligibility of section **II-B**

8.4 Envelope C should contain Financial/ Price Bid duly quoted by the bidder in the prescribed format.

8.5 If any of the document required to be submitted in envelope A is found to be wanting, the concerned Bid shall be rejected at the opening stage itself and the remaining envelope (B&C) will not be opened.

The tender should be dropped personally in the tender box kept in the office of the Dy.General Manager (Admn), O/o the CGMT. Orissa, 1st Floor, Room No-113, PMG square, Bhubaneswar-1 on or before due date and time, as mentioned in the Notice Inviting Tenders. The tender can also be sent by the registered post, in advance so that it reaches the addressee, mentioned above, in time. The responsibility for ensuring the delivery of the bid, in time to the appropriate addressee, will rest with the bidder. The BSNL shall not be liable in case of delay in post at transit and the tender received late shall not be entertained

Signature of tenderer with seal

The three envelopes should contain the following document:-

Envelope-A

- a. Original receipt of payment of EMD at the cash counter/the Demand Draft drawn in favour of the Accounts Officer (A&P), BSNL, Office of the Chief General Manager, Orissa Circle, Bhubaneswar payable at any scheduled bank located at Bhubaneswar and cost of the bid document original receipt of payment at the cash counter of CGM, BSNL Office, Unit-III.

Envelope-B:- Qualifying Bid:-

- b. The tender document in original, duly filled in and signed on each pages by the tenderer or its authorized representative along with seal.
- c. Copy of Partnership deed or proprietorship deed and Power of attorney signing the bid on behalf of the firm/Company (if applicable).
- d. Performa duly signed as per Section-IX.
- e. Latest ITCC/VAT registration for proof of turnover more than 5 (five) lakhs rupees for the financial year-2008-2009.
- f. Dealership of the firm for computer consumable in case of dealer.
- g. **One copy of the brochure of the product (if applicable).**

If any one of the above documents required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, BSNL may at its discretion call for any clarification regarding the document. BSNL may also ask for submission of any additional/missing document within a stipulated time period. In such case(s), the bidder shall have to comply the purchaser's requirement within the specified time. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

Envelope-C: Financial Bid:

The rates for computer consumables should be quoted in the "schedule for rates" incorporated in part-B i.e. the Financial Bid of the tender document. The bidder shall have to quote price (s) against all the items, for tender, where number of items more than one.

9. Bid opening

The Tenders shall be opened in two stages. First the Envelope –A& envelope-B i.e. Part-A shall be opened to ascertain the eligibility of bidders as per eligibility criteria stipulated in this tender document. The financial bid i.e. Part-B of only eligible bidders shall be opened. The schedule for opening the bid shall be as under:

I Part-A The qualifying bid shall be opened as per schedule mentioned in the Notice Inviting Tender.

ii. **Part-B:** The financial bids of only those bidders, who will be found eligible as per eligibility criteria, shall be opened as per schedule mentioned in the tender document.

The tenders will be opened by the TEC in the presence of bidders if available. Only the bidder or its only one authorized representative shall be allowed to be present at the time of opening. The bidders/ authorized representatives present therein shall sign the requisite document.

Signature of the tenderer with seal

- 10 **Evaluation**
- 10.1 BSNL shall evaluate the bids to determine whether they are complete in all respects and computational error free. Whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order.
- 10.2 If there is a discrepancy between words and figures in the rate quoted, the amount expressed in words only shall be taken into consideration.
- 10.3 If there is a discrepancy between the unit price and (that is obtained by multiplying the unit price and quantity).the unit price shall prevail and the total price shall be corrected by the purchaser. If the bidder does not accept the correction of the errors, his bid shall be rejected.
- 10.4 In case, more than one bidder quote the L-1 rate, the tendered quantity would be divided in equal proportion with respect to quantity value of the tender.
- 10.5 Conditional bids shall be rejected.
- 10.6 Prior to the detailed valuation, the purchaser will determine the substantial responsiveness of each bid of the bid documents without material deviations. The purchaser's determination of bids responsiveness is based on the contents of the bid itself without recourse of extrinsic evidence. In case of non responsive bid it will be rejected and the purchaser shall not be bound to show the reasons of rejection of the bid.
- 10.7 The purchaser may waive any minor infirmity or irregularity in a bid which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of the bidder.
- 10.8 The decision of BSNL, in regards to evaluation, shall be final and binding on all the Tenderers .
11. **Award of Contract**
The BSNL shall consider award of contract only to the bidder whose offers will be found technically, and financially acceptable. The tenderer, whose bid is selected by the CGMT Orissa, shall be communicated of such award through a letter of indent/acceptance and its Earnest Money Deposit shall be converted into Performance Security Deposit simultaneously. The supplier will have to deposit the balance of requisite security as per clause 2.1 of section III within 10 days of date of issue of letter of indent, along with all documents to be supplied to BSNL. The supplier will have to sign an agreement within 7 days of date of issue of letter of indent with BSNL.
The BSNL reserves the right to award the work to one or more than one supplier in the approved rates.
- 12 **Right to vary quantities**
BSNL reserves the right to increase or decrease by up to 25% of the required quantity , specified in the schedule of requirements without any change in rate charges of the offered quantity and other terms and conditions.
13. **Annulment of Award**
Failure of the successful bidder to comply with the requirement of **clause 11** shall constitute sufficient ground for the annulment of the award and forfeiture of its bid security and in that event BSNL may make the award to any other bidder at its discretion or call for new Tender.
14. **Period of validity of bids**
- i. The bid should remain valid for 90 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.
- ii) A bidder accepting the request of BSNL for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify its bid.

Signature of the tenderer with seal

SECTION –III
GENERAL /COMMERCIAL CONDITIONS OF CONTRACT

1. **Application**
Submission of bid against this offer shall bind the bidder for the acceptance of all the terms & conditions specified herein or in NIT unless otherwise agreed to by BSNL.
2. **Performance Security/ Guarantee Bond.**
 - 2.1 An amount of Rs30000/- is to be deposited as performance security deposit.
 - 2.2 In case of successful bidder(s), the EMD/Bid security of Rs12000/- (twelve thousand only) shall be converted into performance security deposit & the balance amount of Rs18,000/- (eighteen thousand only) shall be required to be deposited in cash or in the shape of Cash/Bank Guarantee, within 10 days of date of issue of letter of intent. If the bidder fails to deposit the requisite security deposit within the stipulated time, the EMD converted into security deposit shall be forfeited. However, the period of 10 days may be extended by competent authority on genuine grounds, if requested for by the bidder.
 - 2.3 Performance Security to be submitted in the form of Bank Guarantee should be issued by any scheduled Bank, as provided in Section VII of the bid document
 - 2.4 Performance Security will be discharged after completion of contractor's performatory obligations under the contract.
 - 2.5 In case of any failure or negligence in the contractual obligations agreed upon by the contract, the BSNL reserves the right to forfeit, either whole or in part of performance security, furnished by the bidder, as compensation.
3. **Execution of Time Limit**
The adherence to time period, as stipulated in the contract or letter of intent, shall be deemed to be essence of the contract.
4. **Payment Terms**
Payment will be made on ordered basis, bills for which shall be submitted by the Supplier in duplicate to the authority specified in contract along with challan slips duly signed by the receiver. Billing amount will be paid through cheque drawn on State Bank of India, Bhubaneswar after full supply of computer consumables ordered. The bidder is to indicate the name of the bank and account number on which the Account Payee cheque will be issued.
5. **Termination of Contract**
BSNL may, without prejudice to any other action to be taken for breach of contract, may terminate the contract in whole or part and the security deposit shall be forfeited in the following circumstances:-
 -) If the supplier fails to supply the requisite item/items within 15 days of date of agreement unless the time is extended by the CGMT on reasonable grounds.
 - b) If the supplier fails to perform any obligation(s) under the contract. BSNL may without prejudice, to other rights under law or the contract provided, get the items arranged from other source at the risk and cost of the supplier, in above circumstances.
6. **Termination for insolvency**
BSNL may also, by giving written notice of one month and without compensation to the supplier terminate the contract if the supplier becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as purchaser.
7. **Force Majeure**
If any time, during the course 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 performance or delay in performance.
The contract shall be resumed as soon as practicable after such an event comes to an end or ceases to exist, and the decision of BSNL, as to whether the supplies can be 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 its option terminate the contract.

Signature of the tenderer with seal

8. Arbitration

8.1 In the event of any question, dispute or difference arising under this agreement or in connection there with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, Orissa Telecom ,Circle, Bhubaneswar or 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 functions of the Chief General Manager, Orissa Telecom, Circle ,Bhubaneswar or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, Orissa Telecom, Bhubaneswar or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the Chief General Manager, Orissa Telecom, Bhubaneswar or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is 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 Government Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager, Orissa Telecom, Circle Bhubaneswar or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his processors.

7.1 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.

7.1 The venue of the arbitration proceeding shall be office of the CGMT.Orissa Bhubaneswar or such other place as the arbitrator may decide.

7.1 In case of legal dispute, the legal jurisdiction will be Bhubaneswar city only.

7.1 . Set Off

Any sum of money due and payable to the supplier (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 to be paid by the contract or arising out of this contract or under any other contract made by the contractor with BSNL.

SECTION –IV

SPECIAL CONDITIONS OF CONTRACT

-) The special conditions of contract shall supplement the instruction to the Bidders as contained in section II and general/ commercial conditions of the contract as contained in section III and wherever there is a conflict, the provisions herein shall prevail upon over those in section II and section III.
-) In case the date fixed for opening of bids, is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
-) .BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual Obligations against contract entered into with BSNL earlier.
-) BSNL reserves the right to blacklist a bidder/contractor for a suitable period in case he fails to honour his bid without sufficient ground.
-) The purchasing authority i.e BSNL will have no liability and will not owe any responsibility whatsoever for causing to any one or any loss/damage of any property due to the faulty article for reason, whatsoever, and shall not entertain any such claim under any provision of law.

Signature of the tenderer with seal

- e. No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees (Non-executive employees working in B.S.N.L. & executive employees (also called Group-A & Group-B officers working in BSNL.) either directly recruited or on deputation are prohibited from participating in this tender. The near relatives for this purpose are defined as:
 - e. Members of a Hindu Undivided family;
 - e. The one is related to the other, in manner, as husband, wife, father, mother, son(s) & son's wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law) brother(s) and brother's wife, sister(s) sister's husband (brother-in-law), father-in-law, mother-in-law, grandfather, grandmother, grandsons, granddaughters, uncles, aunts, first cousins, nephews, nieces, relationship established by legal adoptions.
 - i. The tenderer(s) should give a certificate to the effect that none of his/her such relative is working anywhere in the BSNL. In case of proprietorship firm the certificate will be given by the proprietor, in case of partnership firm, by all the partners and in case of Limited company by all the Directors of the Company. Any breach of these conditions by any person, firm or company, the tender awarded/work order issued will be cancelled and earnest money/security deposit will be forfeited at any stage it is noticed. BSNL will not pay any damages to the concerned person, firm or company. Such person, firm or the Company will also be debarred from further participation in the tender of concerned unit.
- 9. BSNL reserves right to negotiate against the price quoted by the bidder.
- 10. No advance payment in any case shall be made to the supplier.

SECTION -V

SUPPLY OF COMPUTER CONSUMABLES & PERIOD

| | |
|------------------|--|
| Supply:- | Supply of computer consumables/equipments for office of Chief General Manager in Orissa Telecom Circle. |
| Period. | Under normal circumstances the contract shall be valid for a period of one year From date of agreement. However, contract may be extended for further period up to three months if agreed to by the contractor and BSNL on the same rate, terms and conditions. |
| Quantity | Approximate Estimated costs are as mentioned at page 03. However it should be clearly noted that BSNL shall place the order only as per the actual requirement from time to time. |
| Penalties | If the supplier fails to deliver the computer consumables within the Period prescribed for delivery, BSNL shall recover @ 0.5% of the value of the delayed supply for each week of delivery or part thereof for a period of 2 weeks, and then @ 0.7% for next 2 weeks. |
| WARRANTY | The successful tenderer will indicate the Guarantee/ Warranty period of the computer consumables. During this period the supplier should see that the faulty/date expired computer consumable are replaced within 2 weeks at our site with free of charges. |

Special Requirements

1. Intending bidder must have a telephone and a fax where requisition of articles can be conveyed all the days in working hrs. Both telephone number and fax number must be specified in the bid.
2. Payment of any Govt. tax or duty for the articles will be liability of contractor.
3. Transportation & Packing charges are to borne by the bidder.

Signature of the tenderer with seal

SECTION - VI

BID FORM

Tender No. CGMT/AD(Engg)/Comp/2009-10

Dated2009

A: (Name & Address of the bidder)

To
The CGMT Orissa Circle,
Bharat Sanchar Nigam Ltd.
Bhubaneswar

Dear Sir,

- 0. Having read and understood the conditions of contract and services to be provided, I/we, undersigned, offer to supply computer consumables 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.
- 0. I/We undertake, to enter into agreement within 10 days of being called upon to do so and to bear all expenses including charges for stamps etc. and that the agreement will be binding on me/us.
- 0. If my/our Bid is accepted, I/we will obtain a guarantee from a Scheduled Bank for a sum equivalent to 5% of the contract sum for the due performance of the contract.
- 0. I/We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon me/us and may be accepted at any time before the expiry of that period.
- 0. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your offer of award, shall constitute a binding contract between us.
- 0. Bid submitted by me/us is properly prepared and sealed so as to prevent any tampering therein.
- 0. I/We understand that you are not bound to accept the lowest or any bid received by you.
- 0.

Dated this....day of.....2009

Signature of in capacity of

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

Witness.....

Address.....

Signature with seal

SECTION = VII
PERFORMANCE SECURITY BOND FORM

In Consideration of Bharat Sanchar Nigam Ltd., New Delhi (here in after called the BSNL, New Delhi) having agreed to exempt _____

_____ (here in after called the said contractor(s) from the demand of security deposit of Rs. _____ on production of Bank Guarantee for Rs. _____ or the due fulfilment by the said contractors of the terms & conditions to be contained in Agreement in connection with the contract for supply of _____

_____ we (name of the bank) _____ here in after referred to as "the Bank") at the request of _____

Contractor's do hereby undertake to pay to the BSNL, _____ an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL, _____ by reason of any breach by the said contractor's of any of the terms & conditions contained in the said agreement.

We (name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, purely on a demand from the BSNL, _____ stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BSNL, _____ reason of breach by the said contractor of any of the terms and conditions contained in the said agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive 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, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____

_____. We undertake to pay to the BSNL, _____ any money so demanded not outstanding any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding binding before any court or tribunal relating there to our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid charge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

Signature of the tenderer with seal

We (name of the bank) _____ further see that the guarantee herein contained shall remain in full force and effect immediately a period of eighteen months from date here and further agrees to extend the same from time to time so 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 and its claims satisfied or discharged or till BSNL, _____ certifies the terms and conditions of the said agreement have been fully and properly carried out the said contractor(s) and accordingly discharges this guarantee.

We (name of the bank) further agree with the BSNL, _____ that the BSNL, _____ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to _____ against the said contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liberty by reason of any such variation, or extension being granted to the said contractor(s) 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. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/supplier(s).

This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by BSNL. Dated: _____

_____ (indicating the name of the Bank)

This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.

Signature of the tenderer with seal

SECTION - VIII

LETTER OF AUTHORISATION FOR ATTENDING DURING THE BID OPENING

(To reach on/...../2009 or before the date of bid opening)

To

The CGMT Orissa Circle,
Bharat Sanchar Nigam Ltd.
Bhubaneswar

Subject: - Authorization for attending bid opening on _____ (date)
In the Tender No.CGMT/AD(Engg)/Comp/2009-10.

Following persons are hereby authorized to attend during 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/
Authorized Officer who signed the bid
document on behalf of the bidder

Note: 1. Maximum of one representative for a bidder will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

0. Permission for entry to the hall, where bids are opened, may be refused in case authorization, as prescribed above, is not received.

Signature of the tenderer with seal

SECTION - IX

Performa for declaration of no near relative (s) of the contractor working in BSNL

Certificate to be given by the Contractor in respect of its no near Relative(s) working in BSNL

I.....S/O
Shri.....R/O.....

..... hereby certify that none of my relative(s) as defined in the tender document is/are employed anywhere in BSNL as per detail 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 notice to me.

Signature of the tenderer with seal*

*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 for Limited. Company certificate will be issued by all the Directors of the Company.

Signature of the tenderer with seal

PART – B

Form No.....

Cost of Tender document Rs.520/-
(Rs. 500 + 20 (VAT) @ 4% = Rs.520/-)



BHARAT SANCHAR NIGAM LTD.

ORISSA TELECOM CIRCLE

TENDER FOR SUPPLY OF COMPUTER CONSUMABLES
IN THE OFFICE OF CGM TELECOM, ORISSA, BHUBANESWAR

(TO BE FILLED IN BY THE BIDDER)

CGMT/AD(Engg)/Comp/_____ 2009-10

| | |
|---------------|--|
| FINANCIAL BID | <i>Particulars of Issue of tender document</i> |
| | Details of Payment towards cost of tender document: Rs.520/- Mode of payment: Cash/D.D. Receipt/D.D. No..... |
| | Date of payment/2009 D.D. drawn on..... |
| | AD(Engg) O/o the C.G.M.T. Orissa, Bhubaneswar. |

| | |
|------------------------|--|
| EMD Particulars | Receipt No.....Dated.....2009 of Demand Draft No.....Dated..... Drawn on (Name of Bank & Branch) |
|------------------------|--|

Signature of the tenderer with seal

SCHEDULE FOR QUOTING RATES

ORISSA TELECOM CIRCLE

To

The Chief General Manager
Orissa Telecom Circle, Bhubaneswar –751001.

Sub: My / Our bid for supply of- computer consumable in the office of the CGM Telecom
Orissa, Bhubaneswar.

Ref: NIT No. CGMT/AD (Engg)/Comp/1 - 2009-10

Sir,

Having understood the tender document, terms and conditions laid down therein, I/we,
the undersigned offer to supply the computer consumables in accordance with the terms and conditions as
per the rates quoted below:

| Sl no. | Items | MAKE | Specification | Rates in figures per unit. | Rates in words/ per unit | App rox. quan tit. | Total in RS. |
|--------|--------------------------------------|------|---------------|----------------------------|--------------------------|--------------------|--------------|
| (a) | (b) | (c) | (d) | (e) | (f) | (g) | H= e x g |
| 1 | Laser Printer cartridge(black) | HP | C4191A | | | 2 | |
| | Re- filling of above cartridge | | -do- | | | 5 | |
| 2 | Laser Printer cartridge(cyan) | HP | C4192A | | | 2 | |
| | Re- filling of above cartridge | | -do- | | | 4 | |
| 3 | Laser Printer cartridge-- (magenta) | HP | C4193A | | | 2 | |
| | Re- filling of above cartridge | | -do- | | | 4 | |
| 4 | Laser Printer cartridge---- (yellow) | HP | C4194A | | | 2 | |
| | Re- filling of above cartridge | | -do- | | | 4 | |
| 5 | Laser Printer (Imaging drum) | HP | C4195A | | | 2 | |
| | Re- filling of above cartridge | | -do- | | | 4 | |
| 6 | Laser Printer Transfer kit | HP | C4196A | | | 2 | |
| 7 | Laser Printer Fuser kit(110v) | HP | C4197A | | | 2 | |
| 8 | Laser Printer Fuser kit(220v) | HP | C4198A | | | 2 | |
| 9 | Laser jet cartridge | HP | Q2612A | | | 5 | |
| | Re- filling of above cartridge | | -do- | | | 20 | |
| 10 | Laser jet cartridge | HP | C7115A | | | 3 | |
| | Re- filling of above cartridge | | -do- | | | 6 | |
| 11 | Laser jet cartridge | HP | Q5949A | | | 2 | |
| | Re- filling of above cartridge | | -do- | | | 4 | |
| 12 | Desk jet cartridge | HP | C6614DA | | | 10 | |
| | Re- filling of above cartridge | | -do- | | | 30 | |
| 13 | Desk jet cartridge | HP | C6615DA | | | 10 | |
| | Re- filling of above cartridge | | -do- | | | 30 | |
| 14 | Desk jet cartridge | HP | C1823DA | | | 2 | |
| | Re- filling of above cartridge | | -do- | | | 5 | |
| 15 | Desk jet cartridge | HP | C8727AA | | | 10 | |
| | Re- filling of above cartridge | | -do- | | | 30 | |
| 16 | Desk jet cartridge | HP | C8728AA | | | 10 | |
| | Re- filling of above cartridge | | -do- | | | 30 | |

| | | | | | | | |
|-------|--------------------------------|--------------|-------------|--|--|---------|--|
| 17 | Desk jet cartridge | HP | 51629AA | | | 6 | |
| | Re- filling of above cartridge | | -do- | | | 10 | |
| 18 | Desk jet cartridge | HP | 51649AA | | | 5 | |
| | Re- filling of above cartridge | | -do- | | | 10 | |
| 19 | Desk jet cartridge | HP | C6625AA(17) | | | 2 | |
| | Re- filling of above cartridge | | -do- | | | 4 | |
| 20 | Desk jet cartridge | HP | C6626AA | | | 2 | |
| | Re- filling of above cartridge | | -do- | | | 5 | |
| 21 | Desk jet cartridge | HP | C6578DA | | | 2 | |
| | Re- filling of above cartridge | | -do- | | | 4 | |
| 22 | Desk jet cartridge | HP | C6656AA | | | 2 | |
| | Re- filling of above cartridge | | -do- | | | 4 | |
| 23 | Desk jet cartridge | HP | C6657AA | | | 2 | |
| | Re- filling of above cartridge | | -do- | | | 2 | |
| 24 | Desk jet cartridge | HP | C6658AA | | | 2 | |
| | Re- filling of above cartridge | | -do- | | | 4 | |
| 25 | Desk jet cartridge | HP | 51645AA | | | 6 | |
| | Re- filling of above cartridge | | -do- | | | 20 | |
| 26(a) | Desk jet cartridge | EPSON | 1034384238 | | | 2 | |
| | Re- filling of above cartridge | | -do- | | | 6 | |
| 26(b) | Desk jet cartridge | EPSON | 1034384239 | | | 2 | |
| | Re- filling of above cartridge | | -do- | | | 6 | |
| 27a | Desk jet cartridge | HP | C9351A | | | 2 | |
| &b | Deskjet cartridge | HP | C9352A | | | 2 | |
| a | Re- filling of above cartridge | | -do- | | | 5 | |
| b | Re- filling of above cartridge | | | | | 5 | |
| 28 | Compact disc record able | Moser Baer | 700mb | | | 100 nos | |
| 29 | Compact disc. Re-writ able | Moser Baer | 700mb | | | 200 nos | |
| 30 | CD Cleaner | KyowaJapan | LC-871 | | | 6 | |
| 31 | Key board | Logitech | PS-2 serial | | | 2 | |
| 32 | Mouse | Logitech | Scroll, | | | 10 | |
| 33 | Mouse Pad | Standard | | | | 15 | |
| 34A | Pen drive | HP/Scandisk | 2GB | | | 5 | |
| 34B | Pen drive | HP/Scandisk | 4GB | | | 5 | |
| 35 | Optical mouse | HP | | | | 5 | |
| 36 | L.J.Ink cartridge SCX 4100 | Somsong | | | | 1 | |
| | Re- filling of above cartridge | -do- | | | | 1 | |
| 37 | L.J Ink Cartridge Black | HP P.N0-2605 | 6000 A | | | 1 | |
| | Re- filling of above cartridge | | -do- | | | 1 | |
| | L.J Ink Cartridge, Cyan. | HP P.N0-2605 | 6001A | | | 1 | |
| | Re- filling of above cartridge | | -do- | | | 1 | |
| | L.J Ink Cartridge, Yellow | HP P.N0-2605 | 6002A | | | 1 | |
| | Re- filling of above cartridge | | -do- | | | 1 | |

| | | | | | | | |
|----|--|-------------------|---------|--|----------------|----|--|
| | L.J Ink Cartridge, Magenta | HP P.No-2605 | 6003A | | | 1 | |
| | Re- filling of above cartridge | | -do- | | | 1 | |
| 38 | L.J Ink Cartridge, Black | HP P-No-5550 | C9730A, | | | 1 | |
| | Re- filling of above cartridge | | -do- | | | 1 | |
| | L.J Ink Cartridge, Cyan | HP P-No-5550 | C 9731a | | | 1 | |
| | Re- filling of above cartridge | | -do- | | | 1 | |
| | L.J Ink Cartridge, Yellow | HP P-No-5550 | C 9732A | | | 1 | |
| | Re- filling of above cartridge | | -do- | | | 1 | |
| | L.J Ink Cartridge, Magenta | HP P-No-5550 | C9733A | | | 1 | |
| | Re- filling of above cartridge | | -do- | | | 1 | |
| 39 | L.J Ink Cartridge, Black | HP P-No-3505N | Q6470A, | | | 1 | |
| | Re- filling of above cartridge | | -do- | | | 1 | |
| | L.J Ink Cartridge, Cyan | HP P-No-3505N | Q7581A | | | 1 | |
| | Re- filling of above cartridge | | -do- | | | 1 | |
| | L.J Ink Cartridge, Yellow | HP P-No-3505N | Q7582A | | | 1 | |
| | Re- filling of above cartridge | | -do- | | | 1 | |
| | L.J Ink Cartridge, Magenta | HP P-No-3505N | Q7583A | | | 1 | |
| | Re- filling of above cartridge | | -do- | | | 1 | |
| 40 | L.J Ink Cartridge Black Cyan, Yellow, Magenta | HP P- No.5200N | Q 7516A | | | 1 | |
| | Re- filling of above cartridge | | -do- | | | 1 | |
| 41 | L J Cartridge | 1505 | C436A | | | 1 | |
| | Re- filling of above cartridge | | -do- | | | 1 | |
| 42 | DVD (R) | HP/SONY | | | | 50 | |
| 43 | DVD (RW) | HP/SONY | -do- | | | 50 | |
| 44 | L J C Ink Cartridge 5100 LE | HP 5100LE | C 4129X | | | 1 | |
| | Re- filling of above cartridge | | -do- | | | | |
| 45 | D J C Ink Cartridge 850 | HP 850 | | | | 1 | |
| | Re- filling of above cartridge | | -do- | | | 1 | |
| 46 | D J C Ink Cartridge 854 | HP 854 | | | | 1 | |
| | Re- filling of above cartridge | | -do- | | | 1 | |
| 47 | D J C Ink Cartridge 858 | HP 858 | | | | 1 | |
| | Re- filling of above cartridge | | -do- | | | 1 | |
| | | | | | Grand Total | = | |

CRITERIA FOR COMMERCIAL EVALUATION.

1. Rates are inclusive of all types of Taxes and packing / transportation charges.

2.:- L1 bidder will be selected based on the GRAND TOTAL price.

If my / our bid is accepted I/we shall submit the security deposit as per the conditions mentioned in the contract. I/We agree to abide by this bid for a period of 90 days from the date of opening of financial bid and it will remain binding upon me/us to accept the bid at any time before the expiry of that period. Date.....

Signature of the tenderer _____
Name of tenderer _____
Address _____

CHECK LIST

ENVELOPE –A:-

Original receipt of payment of EMD at the cash counter/the Demand Draft drawn in favour of the Accounts Officer (A&P), Office of the Chief General Manager, BSNL. Orissa Circle, Bhubaneswar payable at any scheduled bank located at Bhubaneswar, and Particulars of cash receipt or Bank Draft in support of the purchase of blank tender [form@Rs.520/-](#)

2-ENVELOPE-B:-

- a) The tender document in original duly filled in and **signed on each page by the tenderer or its authorized representative along with seal.**
- b) Copy of Partnership deed or proprietorship deed and power of attorney signing the bid on behalf of the firm/Company (if application)
- c) Proforma duly signed as per Section-IX Declaration of no near relative (s) of the contractor working in BSNL.
- d) Proof for annual turnover of more than 5 (Five) lakhs rupees

3:- ENVELOPE-C:- Submission of Financial Bid.

The bidder shall have to quote price against all items.L-1 bidder will selected on the basis of grand total price.

All these three

e. The attested copy of Sale tax registration in the name of the bidder.

f. Proforma duly signed as per Section-IX. - **Declaration of no near relative (s) of the contractor working in BSNL**

g. Declaration as per proforma in Section “X” - **Undertaking for supply of sale tax registration number for supply of computer consumables.**

h. Particulars of cash receipt or Bank Draft in support of the purchase of blank tender form @ Rs520/- (Rupees Five hundred twenty) only

i. Proof for annul turnover of more than 5(five) lakhs rupees.

i) Submission of Bid

The tenderer shall submit the bids in tthree separate envelopes marked as

Part- A+B Qualifying Bid

Part- C Financial Bid

These two envelopes should be duly sealed separately and super-scribed as **“Part-A+B Qualifying Bid for Computer consumables”** and **“Part-C Financial Bid for Computer consumables-”**. Both envelopes should be enclosed in a third envelope duly sealed and super-scribed as **“Tender for Computer consumables in the office of the CGMT, Orissa circle, Bhubaneswar, NIT No.CGMT/AD(Engg)/Comp/1-2009-10”**. All the three envelopes should be addressed separately to the Dy. General Manager (Admn.) Room No-112 (113), 1st Floor, Office of the Chief General Manager, Orissa Telecom circle, PMG Square, Bhubaneswar-751001. The envelopes should also bear the name and address of the tenderer on the left lower corner. All the envelopes should be sealed properly using sealing wax.

The bidder is requested to peruse all instructions, terms and specification in the Bid document. Failure to furnish all the information required, as per Bid Document, or submission of the bids not substantially pursuant to the Bid Documents in every respect will enable the bid to be rejected.

Signature of the tender with seal